

Municipality of Swakopmund

AGENDA

PART 2

ORDINARY COUNCIL MEETING

ON

THURSDAY

05 MARCH 2026

AT

19:00



CONTACT US:

Telephone: +264 64 410 4206

Email: akahuika@swkmun.com.na

Website: www.swkmun.com.na

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11.1.19

CONSENT FOR A PLACE OF AMUSEMENT: SEAGULL'S CRY CC/TIGER REEF BEACH BAR AND GRILL

(C/M 2026/03/05 - 4/1/1/5)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **8.12** page **217** refers.

A. This item was submitted to the Management Committee for consideration:**1. Purpose**

The purpose of this submission is for Council to consider the application for consent use for a place of amusement on Lease Area 1, Farm 165, Swakopmund, in terms of Clause 5(i) of the Swakopmund Zoning Scheme.

2. Introduction and Background

An application for consent for a place of amusement on Lease Area 1 Farm 165, Swakopmund, was received by the Town Planning Department from Seagull's Cry cc/Tiger Reed Beach Bar and Grill. The application is attached as **Annexure A**.

3. Zoning, Locality, and Size

Lease Area 1 Farm 165, Swakopmund, is zoned undetermined and is situated on Südstrand Street. The area measures approximately 3.9483 Hectors in extent.

**4. Access and parking**

Access to the site will remain via Südstrand Street, and parking for the proposed development will be provided on-site in accordance with the provisions of the Swakopmund Zoning Scheme.

5. Proposal

It is the intention of the applicant to operate a place of amusement for a Bar and Grill on the property.

Tiger Reef has been operating as a beach bar and restaurant for many years. To comply with the municipal procedures, an application is being made to ensure full compliance with the regulatory requirements. The lease

agreement between Seagull's Cry cc and the Municipal Council of Swakopmund stipulates that live entertainment is permitted.

The live entertainment forms part of the character and atmosphere of the restaurant and is consistent with the Municipality's vision of Swakopmund as a coastal tourism destination that values vibrant, safe, and well-managed recreational spaces. The presence of a reputable beachfront restaurant offering live music adds value, not only to the premises but to the surrounding hotels and lodges.

The live music is hosted to provide entertainment for diners and tourists whilst respecting surrounding establishments and residents. In the case of special events, noise management and community consideration are adhered to by cutting off the amplified music at 00:00 (midnight), although the license to operate is 02:00.

Tiger Reef is heavily reliant on tourism, thus providing tasteful and well-curated entertainment is an essential component of attracting visitors, whilst supporting local musicians and sustaining employment within the hospitality sector.

6. **Advertisement**

The proposed consent was advertised on the 31st October and 7th November 2025 in The Namibian newspaper. Neighbouring property owners were notified, and additionally, a notice was placed onsite. The closing date for objections to the proposal was 21st November 2025.

Two objections were received from the owners of Erven 384 and 31, Swakopmund. The objections are attached to the application.

7. **Discussion**

7.1 **Objection**

The main objection to the consent is directed to the noise implications caused by the beach bar and grill. The objectors stated that the noise has impacted their businesses as customers who have booked at their venues tend to leave due to the excessive noise during late nights, especially because the venue is open-air.

7.2 **Applicant response**

The applicant indicates that the application for consent did not result from enforcement action or complaints, but rather to align with the current regulatory requirements introduced after the establishment.

The applicant has argued that the noise objection due to loud music during late nights is incorrect and unsubstantiated, as the objectors never approached the establishment with noise complaints, nor are there any records of noise complaints by the objectors at the Municipality over the past decade. Additionally, the applicant indicates that there is a misrepresentation of operating practices, as during off-seasons, live music is generally played during daytime hours, and for special events, the music is cut off at midnight; however, it is not intended as a restrictive limitation to their licensed activities.

It is further indicated that the live music is actively managed, and the allegation of uninterrupted loud music is incorrect, as they play music with no amplification during normal operations. Lastly, the applicant indicates that the lease agreement with the Swakopmund Municipality has made provision for live entertainment.

7.3 Evaluation

Note should be taken that the applicant has been operating the Beach Bar and Grill under a long-standing lease agreement with the Swakopmund Municipality since 2012. This lease agreement, which is set to lapse in 2027, expressly provides for the operation of a Beach Bar and Grill, including live entertainment. Furthermore, Council previously resolved to extend the agreement for a further 5 years after the 2027 agreement has lapsed as stipulated in C/M 2017/07/27-N7/2/9, herewith attached as Annexure G, thereby reaffirming its support for the continued operation of the establishment.

The applicant has, since 2012, operated in reliance on this agreement and with the reasonable expectation that such activities are permissible, provided they remain responsibly managed. Given the length of the lease, the absence of substantiated complaints, and Council's previous resolutions to extend the agreement, it is evident that the operation has historically been regarded as compatible with its location and surrounding uses.

The objection raised in relation to noise impacts is acknowledged and taken seriously. It is recognised that unmanaged late-night noise from an open-air venue may have the potential to affect neighbouring businesses and patrons. However, it is submitted that this concern can be effectively mitigated through appropriate conditions of consent, rather than constituting grounds for refusal.

The Beach Bar and Grill operates within a tourism and leisure precinct where evening activity, music, and social interaction are anticipated components of the area's character. Clients visiting beachfront destinations reasonably expect a vibrant atmosphere, particularly during peak seasons. As such, a complete elimination of ambient noise would be inconsistent with the established and intended use of the area.

The alleged impact on neighbouring businesses does not appear to be irreversible or incapable of control. Modern noise management measures are well established and can be readily implemented.

These include, but are not limited to:

- *Enforcing regulated hours for amplified music, with reduced sound levels after a specified evening time, as suggested by the General Manager of Beach Hotel Swakopmund, to conclude the live or amplified music by 22:00.*
- *Repositioning speakers away from neighbouring properties and directing sound inward,*
- *Implementing physical noise reduction measures such as barriers or landscaping buffers.*

Conditional consent would allow the authority to retain regulatory oversight and ensure ongoing compliance. Should noise exceed permissible levels or conditions be breached, enforcement mechanisms can be activated,

including warnings, fines, or operational restrictions. This approach balances the rights of surrounding businesses with the applicant's right to operate a lawful enterprise.

Importantly, refusal of consent based on noise alone would be disproportionate where reasonable, enforceable mitigation measures are available. Granting consent subject to strict noise management conditions ensures that economic activity, tourism value, and local employment opportunities are preserved, while simultaneously protecting neighbouring businesses from undue disturbance.

8. **Conclusion**

In conclusion, while the concern regarding noise impacts is valid, it does not warrant refusal of consent. The objection can be satisfactorily addressed through tailored operational conditions, ongoing monitoring, and enforceable noise control measures. It is therefore recommended that consent for a place of amusement on Lease Area 1 Farm 165, Swakopmund, be granted subject to appropriate noise mitigation conditions.

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

RECOMMENDED:

- (a) **That the consent for a place of amusement (Beach Bar and Grill) on Lease Area 1 Farm 165, Swakopmund, be granted subject to taking the necessary corrective actions against the noise implications, such as:**
 - (i) ***Enforcing regulated hours for amplified music, with reduced sound levels after 22:00 at night,***
 - (ii) ***Repositioning speakers away from neighbouring properties and directing sound inward,***
 - (iii) ***Implementing physical noise reduction measures such as barriers or landscaping buffers.***
 - (b) **That Tiger Reef Beach Bar and Grill (Seagull's Cry CC) registers with the Health Services and Solid Waste Management, and that the standard Health Regulations will apply.**
 - (c) **That Council reserves the right to cancel a consent use should there be valid complaints.**
 - (d) **That the applicant must operate within the Swakopmund Zoning Scheme regulations.**
 - (e) **That consent is not transferable.**
 - (f) **That sufficient parking will be provided on the premises.**
 - (g) **That no on-street parking will be tolerated.**
 - (h) **That the objectors be informed of their right to appeal to the Minister against Council's Resolution as provided for in terms of Section 110 of the Urban and Regional Planning Act, Act No 5 of 2018.**
 - (i) **That all the conditions be enforced and complied with strictly.**
-

ANNEXURE A- APPLICATION



+264 64 410 4500 | swakmun@swakmun.com.na | P O Box 53, Swakopmund, Namibia

Enquiries: **Alfred Ndhweteko** ☎ : +264 64 410 4517 andiweteko@swkmun.com.na

APPLICATION FOR BUSINESS REGISTRATION

New Application (Consult Town Planner)	<input checked="" type="checkbox"/>	Change of Trade Name	
Renewal (On or before 31 March)		Change of Ownership (Consult Town Planner)	
Removal (Move to new Premises) (Consult Town Planner)		Business Closure	
Transfer (New Owner)		Postal Address Change	
		Lost or Stolen & Duplicate of Certificate	

NAME OF BUSINESS : Tiger Reef Beach Bar & Gnl (Seagull's Cry CC)

NAME OF OWNER : Quinton Liebenberg

NAME OF MANAGER : Hila Ndjenja

BUSINESS ADDRESS : PO BOX: 7001 TELEPHONE: 400935

TOWN : Swakopmund MOBILE : 081 845 7377

E MAIL ADDRESS : tigerreef@lhg.na

ADDRESS OF BUSINESS : NO Lease Area 1 Farm no. 165, Südstrand STREET

ERF NO : _____

A. TYPE OF REGISTRATION REQUIRED:

Restaurant & Take Away	<input checked="" type="checkbox"/>	Manufacturing / Production	Educational Institution	Entertainment	<input checked="" type="checkbox"/>
General Dealer		Child Care	Accommodation	Financial Institution	
Administrative Office		Hospitality	Health & Beauty	Home Occupation	
Medical Practice		Service Industry	Warehouse	Workshop	
Home Shop		Other			
Detailed Scope of Business i.e. Construction, Shebeen, Hair salon		<u>Beach Bar and Restaurant, place of entertainment with live music</u>			

B. CERTIFICATE OF OWNER/AGENT IN RESPECT OF PREMISES (FOR ALL NEW BUSINESSES AS WELL AS BUSINESS MOVING TO NEW PREMISES)

I hereby declare that I have granted permission to the above applicant to conduct the business for which they have applied on the said Erf.

Quinton Liebenberg
NAME (owner of property) (Please print)

SIGNATURE (owner of property)

SIGNATURE OF APPLICANT

14 / 01 / 26
DATE





27 October 2025

The CEO
 Mr. A. Benjamin
Municipality of Swakopmund
 P O Box 53
 Swakopmund
 13001

Dear Sir

Motivation for Place of Amusement License – Seagull's Cry CC / Tiger Reef Beach Bar & Grill

We hereby wish to motivate our application for a Place of Amusement License for Seagull's Cry CC trading as Tiger Reef Beach Bar & Grill, located on lease area 1 Farm 165, Swakopmund.

Tiger Reef has been operating as a beach bar and restaurant for many years, long before the current Place of Amusement License framework was introduced. As part of our ongoing compliance with municipal procedures, we are now applying formally to ensure that our entertainment activities are fully aligned with the updated regulatory requirements.

Our lease agreement with the Municipality (Clause 6.2.4.3) specifically stipulates that we are required to provide an area for live entertainment. This has always formed part of the character and atmosphere of Tiger Reef, and is consistent with the Municipality's own vision of Swakopmund as a coastal tourism destination that values vibrant, safe, and well-managed recreational spaces.

Over the years, we have hosted live music, especially during the holiday months, providing entertainment for our diners and tourists while respecting surrounding establishments and residents.

In the case of special events, we are mindful of noise management and community consideration. Our cut-off time for amplified music is 00:00 (midnight), even though our existing licenses permit operation until 02:00. We take pride in being responsible operators who self-regulate to ensure that our activities do not inconvenience others.

As with the neighboring accommodation establishments, our business relies heavily on tourism. Providing tasteful, well-curated entertainment is an essential component of attracting visitors, supporting local musicians, and sustaining employment within

Ordinary Management Committee Meeting - 18 February 2026

the hospitality sector. The presence of a reputable beachfront restaurant offering live entertainment adds value not only to our premises but also to surrounding hotels and lodges, whose guests frequently visit Tiger Reef as part of their overall Swakopmund experience.

We therefore submit this application in good faith and in the spirit of compliance, community cooperation, and tourism promotion. We remain committed to ensuring that all activities are conducted responsibly, within reasonable hours, and with due consideration for our neighbors and visitors alike.

Attached are the signed consent forms and certified ID documents from the list of contacts we were required to approach.

We would greatly appreciate the Municipality's favorable consideration of our application.

Yours sincerely,



QUINTON LIEBENBERG

+264 81 128 2412



MUNICIPALITY OF SWAKOPMUND
DEPARTMENT OF ENGINEERING & PLANNING SERVICES



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CONSENT FROM ADJOINING OWNER/NEIGHBOURS FOR BUSINESS
REGISTRATION AND/OR CONSENT USE

I, Gerhard van der Merwe the owner of Erf 400

Street Address:	<u>#2 Elizabeth Street, Swakopmund</u>
Postal Address:	<u>PO Box 274, Swakopmund</u>
Tel. No.:	<u>064 417-700</u>
E-mail Address:	<u>manager@beachna</u>

Am aware that an application for a Place of Amusement License
on Erf By Messrs Quintan Liebke has been applied
for, at the Municipality of Swakopmund and have the following to respond:

No objection

Signature of Owner

Objection

Signature of Owner

(Please mark whichever is applicable in the block)

against the proposed consent use:
(If you have an objection, please stipulate your reasons/remarks below)

Remarks/reasons
<u>Letter Attached.</u>

SIGNATURE

J.G. Vander Merwe 23/10/2025
FULL NAME DATE

Contact Details Tel. No / Cell Phone:

Please attach certified copy of identity (signature) of the neighbour (owner of the erf).



Consent Regarding Place of Amusement License -- Seagull's Cry CC (Tiger Reef Beach Bar & Grill)

Dear Keren,

The Beach Hotel appreciates the positive relationship and mutual understanding that have developed between our businesses over time. We recognize and value the natural symbiosis that exists between Tiger Reef Beach Bar & Grill and the Beach Hotel, and we share your commitment to contributing to the continued growth and development of Swakopmund.

As proponents of a free-market system, we believe that competition and collaboration should ultimately guide business success. In this context, the owners of the Beach Hotel have no objection to your application for a Place of Amusement License.

We would, however, request that the following conditions form part of the approval framework:

- Live or amplified music should conclude by 21h00 during the winter months and 22h00 during the summer months.
- For special occasions or events such as New Year's Eve, we suggest maintaining open communication to coordinate and agree on appropriate arrangements on an ad hoc basis.

Our shared objective is for both businesses to continue thriving and coexisting harmoniously within both the free market and the municipal regulatory framework.

Kind regards,

On Behalf of the owners of Beach Hotel Swakopmund.

Marco Mertens

General Manager
Beach Hotel Swakopmund

t: +264 (0)64 417702

Mobile: +264 (0)81 832 1355
 Fax/WhatsApp: +264 (0)64 6021199
 e: manage@beach-hotel-swakopmund.com

Suedstrand St. 1 | Swakopmund | Namibia

www.beach-hotel-swakopmund.com
 Proud to be a part of The Swakopmund Collection



ANNEXURE B- OBJECTIONS



MUNICIPALITY OF SWAKOPMUND
DEPARTMENT OF ENGINEERING & PLANNING SERVICES



CONSENT FROM ADJOINING OWNER/NEIGHBOURS FOR BUSINESS
REGISTRATION AND/OR CONSENT USE

I, Dennis Hellenberg the owner of Erf 31

Street Address:	<u>Swakop Strand Street</u>
Postal Address:	<u>Swakopmund 9000</u>
Tel. No.:	<u>264 64 620977</u>
E-mail Address:	<u>dennis.hellenberg@swakopmund.na</u>

Am aware that an application for a Lake without road signs
on Erf _____ By Messrs _____ has been applied
for, at the Municipality of Swakopmund and have the following to respond.

No objection

Signature of Owner

Objection:

Signature of Owner

(Please mark whichever is applicable in the block)

against the proposed consent use.
(If you have an objection, please stipulate your reasons/remarks below)

Remarks/reasons
1) In the past many people have had issues with the night noise issue
2) We have had several complaints regarding noise close to the road noise
3) We have had complaints regarding noise from the street and we are currently working on these recommendations
SIGNATURE: _____ FULL NAME: <u>Dennis Hellenberg</u> DATE: <u>26/02/2025</u>

Contact Details: Tel/No/Cell/Phone:

071 122 1111

Please attach certified copy of Identity (signature) of the neighbour (owner of the erf)



MUNICIPALITY OF SWAKOPMUND
DEPARTMENT OF ENGINEERING & PLANNING SERVICES



**CONSENT FROM ADJOINING OWNER/NEIGHBOURS FOR BUSINESS
REGISTRATION AND/OR CONSENT USE**

I, Isabelle Smit the owner of Erf 384

Street Address	<u>Erf 384, Strand Street Swakopmund</u>
Postal Address	
Tel. No.	<u>CEI 421 2384</u>
E-mail Address	<u>isabelle.smit@gnx.nl.com</u>

Am aware that an application for a Place of Amusement License
for Gull's Bay / Tiger Reef Beach Bar... & Grill
on Erf... By Messrs Quinten Werkslag... has been applied
for, at the Municipality of Swakopmund and have the following to respond:

No objection

Signature of Owner

Objection:

Signature of Owner

(Please mark whichever is applicable in the block)

against the proposed consent use:
(If you have an objection, please stipulate your reasons/remarks below)

Remarks/reasons
<u>Gull's Bay / Tiger Reef is an open air venue Noise</u>
<u>travels far and their music is excessively loud</u>
<u>from 10:00 in the morning till long past 10 in the</u>
<u>evening.</u>

[Signature] Isabelle Smit 17/10/2025
SIGNATURE PULL NAME DATE

Contact Details: Tel. No / Cell Phone:

CEI 421 2384

Please attach certified copy of Identity (signature) of the neighbour (owner of the erf).

ANNEXURE C- RESPONSE TO OBJECTIONS**SEAGULL'S CRY CC**

6 January 2026

The CEO
Mr. A. Benjamin
Municipality of Swakopmund
P.O. Box 53
Swakopmund
13001

Dear Sir,

Subject: Response to Objections – Place of Amusement License Application

We acknowledge receipt of the objections submitted in response to our application for a Place of Amusement License and respectfully submit the following response for the Municipality's consideration. At the outset, we wish to note that **Tiger Reef was not compelled to apply for a Place of Amusement License as a result of enforcement action or complaints**. The application was submitted **proactively and in good faith**, to ensure that our long standing operations are fully aligned with current regulatory requirements and municipal processes that were introduced after our establishment.

Response to Objection by Ms Isabelle Smit

Ms Smit alleges that Tiger Reef plays excessively loud music from early morning until late evening. We respectfully submit that this allegation is **factually incorrect and unsubstantiated**:

1. No prior complaints or engagement

Ms Smit has never approached Tiger Reef management with a noise complaint. Furthermore, to our knowledge, no formal noise complaints relating to Tiger Reef have been recorded with the Municipality from Mrs Smith, over the past decade.

2. Misrepresentation of operating practices

Tiger Reef does not operate continuous or excessively loud music throughout the day.

- o During **off-season periods**, live music is generally played during daytime hours and remains appropriate to a restaurant and beachfront environment.
- o This reflects operational demand and responsible management and is **not intended as a permanent or restrictive limitation** on our licensed activities.

3. Controlled and reasonable entertainment

Where live music is offered, it is scheduled for specific time periods and actively managed. Allegations of uninterrupted loud music from morning to late evening are therefore incorrect. We play ambient music with no amplification during normal operations.

4. Beachfront tourism context

Tiger Reef is an open-air venue located within a beachfront tourism and recreation precinct, not a residential suburb. Hospitality activity, including entertainment, is consistent with both the historic use of the area and municipal planning objectives for the beachfront.





SEAGULL'S CRY CC

Response to Objection by Mr Danie Holloway (The Stiltz)

Mr Holloway refers to "many problems in the past" involving loud music and disturbance to surrounding accommodation establishments.

We respectfully submit the following:

1. **Historic references are not a valid basis for objection**

The objection relies on unspecified issues "in the past" and does not identify any current or recent complaints. There have been no formal objections or enforcement actions lodged by The Stiltz or neighbouring accommodation establishments against Tiger Reef for many years. Licensing decisions should be based on current conduct and compliance.

2. **Current operations are measured and self-regulated**

Our entertainment offering is structured, managed, and responsive. For special events, we voluntarily implement a **00:00 (midnight) music cut-off**, despite licensing provisions allowing for later operation. This demonstrates our commitment to balancing entertainment with consideration for neighbours and nearby accommodation.

3. **Contractual obligation to provide live entertainment**

Importantly, our **current lease agreement with the Swakopmund Municipality explicitly requires us to provide an area for live entertainment (Clause 6.2.4.3)**. The provision of live entertainment is therefore a contractual requirement imposed by the Municipality itself and forms part of the intended use of the premises.

4. **Tourism benefit to surrounding accommodation**

Tiger Reef contributes positively to the beachfront tourism ecosystem. Many guests choose to stay at The Stiltz, Beach Hotel, Swakop Sands, and other nearby establishments precisely because of access to beachfront dining and entertainment. We regularly serve and entertain these guests, enhancing the overall visitor experience and supporting tourism occupancy.

Municipal Precedent and Consistency

In considering this application, we respectfully request that the Municipality take into account existing precedent within Swakopmund.

Venues such as **Sound Garden** (located approximately one block away within a predominantly residential area) and **Aldstadt** (operating in close proximity to residential accommodation) have both been granted *Place of Amusement Licenses*, notwithstanding their more sensitive locations. (We also actively supported Sound Garden when they were subjected to scrutiny and objections.)

By comparison:

- Tiger Reef operates within a **beachfront tourism and recreation zone**, not a residential suburb.
- The venue is **spatially separated** from dense residential housing.
- The Municipality's own lease requires the **provision of live entertainment**.





SEAGULL'S CRY CC

Applying more restrictive standards to Tiger Reef than to venues operating within residential precincts would be inconsistent with established licensing practice. Granting the license would therefore align with principles of **equity, proportionality, and consistent municipal decision-making**.

Conclusion

The objections submitted:

- Rely on unsubstantiated or historic claims
- Are unsupported by complaint records or recent enforcement history
- Do not reflect Tiger Reef's current, responsible operating practices
- Overlook the Municipality's own contractual requirement for live entertainment
- Ignore relevant licensing precedent within Swakopmund.

Tiger Reef has operated responsibly for many years as part of Swakopmund's beachfront tourism offering. Our application is a **voluntary step to ensure full regulatory compliance**, not a reaction to complaints nor an expansion of use.

We respectfully request that the Municipality **does not uphold the objections** and considers our application on its merits, current conduct, contractual obligations, and established precedent.

Yours sincerely,

QUINTON LIEBENBERG

+264 81 128 2412

Housing & Property
• For Rent •

FOR RENT: 3 BEDROOM...
FOR RENT: 2 BEDROOM...
FOR RENT: 1 BEDROOM...

Housing & Property
• Wanted •

WANTED: 2 BEDROOM...
WANTED: 1 BEDROOM...

PROFESSIONAL SERVICES
[Image of a woman]
[Text describing services]

FOR RENT: 3 BEDROOM...
FOR RENT: 2 BEDROOM...

Housing & Property
• For Sale •

FOR SALE: 3 BEDROOM...
FOR SALE: 2 BEDROOM...

Real Estate
• Legal •

LEGAL NOTICE: [Text regarding property law]

LEGAL NOTICE: [Text regarding property law]

Standard Bank
[Text regarding bank services]

Real Estate
• Legal •

LEGAL NOTICE: [Text regarding property law]

Real Estate
• Legal •

LEGAL NOTICE: [Text regarding property law]

Real Estate
• Legal •

LEGAL NOTICE: [Text regarding property law]

Real Estate
• Legal •

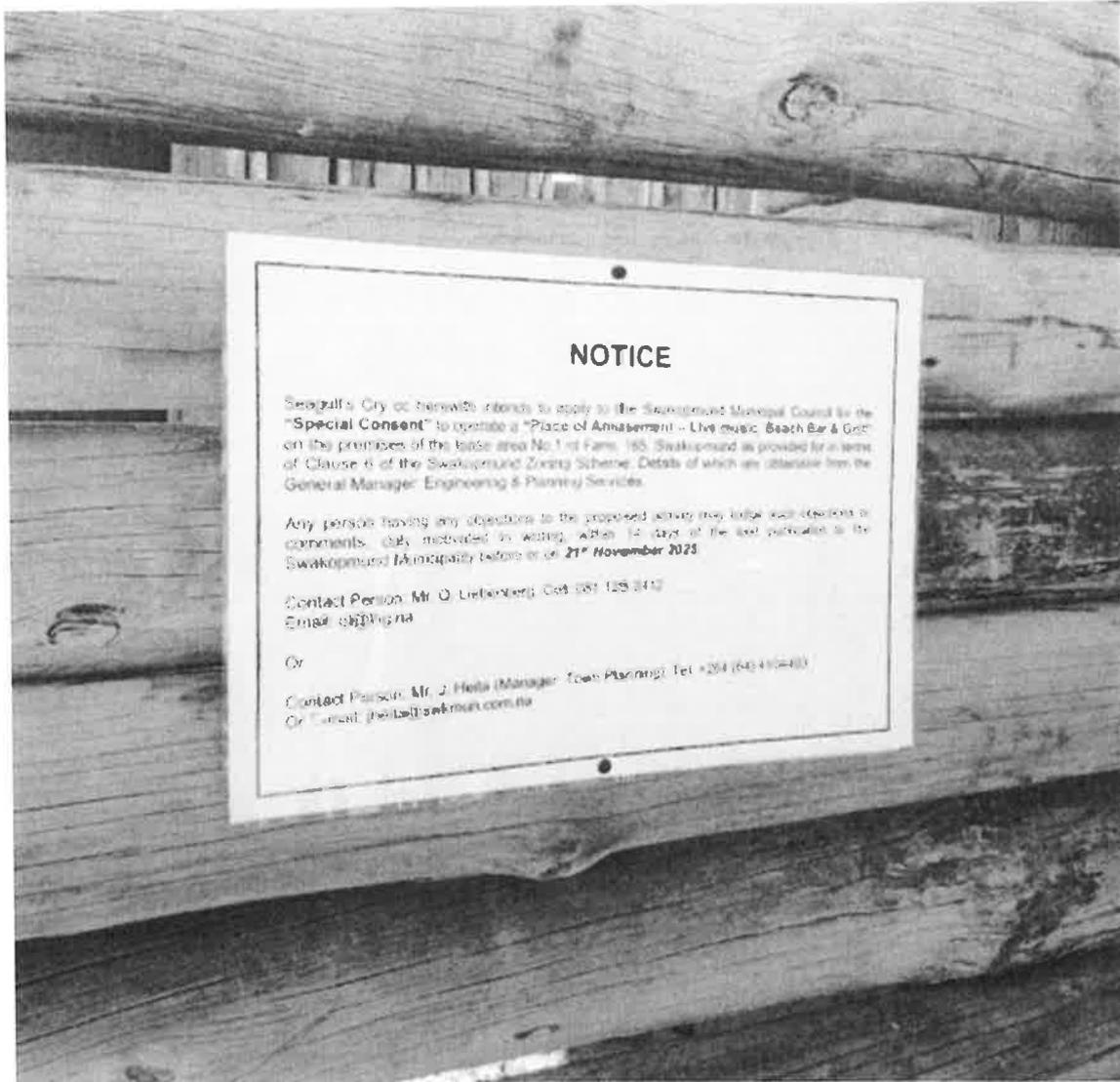
LEGAL NOTICE: [Text regarding property law]

Real Estate
• Legal •

LEGAL NOTICE: [Text regarding property law]

Real Estate
• Legal •

LEGAL NOTICE: [Text regarding property law]





MUNICIPALITY OF SWAKOPMUND
DEPARTMENT OF ENGINEERING & PLANNING SERVICES
TOWN PLANNING DIVISION

PAYMENT FOR TOWN PLANNING APPLICATION FEES

Name of Dweller	G. LIEBOWITZ Type: RESID	Date	23/10/2025
Postal Address	-	Er. Number	LENDI KESH No. 1 FRM 200 165

Town Planning Application Fees Voja Nr. 000022013500	Tax Applicable	Amount	VAT	Total
Resident Occupation		N\$ 382.44	N\$ 57.52	N\$ 440.00
Consent (up to 1/2 of Zoning Scheme)	X	N\$ 1929.37	N\$ 289.41	N\$ 2218.78
Services and right of ways		N\$ 958.70	N\$ 143.80	N\$ 1102.50
Relaxation of development restrictions (including fees etc)		N\$ 191.74	N\$ 28.76	N\$ 220.50
Naming and re-naming of Streets and Place		N\$ 479.75	N\$ 71.90	N\$ 551.65
Miscellaneous		N\$ 191.74	N\$ 28.76	N\$ 220.50
Total Amount due inclusive of VAT				2218.78

Checked by Rachel

Signature [Signature]

FINANCIAL SERVICES DEPARTMENT

Cashier	Date/Stamp
Payment No. 660638 / 660639	MUNICIPALITY OF SWAKOPMUND 2025-10-29 FINANCE CASHIER 2
Banking details	
First National Bank	
Swakopmund Branch Acc No: 02219093200 Branch: 02219093200	

ANNEXURE F- NOTARIAL DEED OF LEASE



Certificate in terms of Act 15 of 1993

Exempted from Stamp Duty by virtue of Section 4(1)(b) as read with Section 7(1)(f) of the Stamp Duties Act, Act 15 of 1993

RECEIVED OF REVENUE

Protocol No. 5/2012

NOTARIAL DEED OF LEASE

374 2012

KNOW ALL MEN WHOM IT MAY CONCERN

THAT on this 9th day of February 2012, before me, HILKE ELSE AHRENS, a Notary Public, duly sworn and permitted, residing and practising at Swakopmund, Namibia, personally came and appeared Marlene de Jager in her capacity as duly authorised agent of:

(Handwritten signatures and initials)

1. THE MUNICIPAL COUNCIL OF SWAKOPMUND
by virtue of a Special Power of Attorney granted to her at Swakopmund on 19 December 2011, and
2. SEA GULL'S CRY CC
Registration Number CC/99/1489
by virtue of a Special Power of Attorney granted to her at Swakopmund on 18 January 2012;

which Powers of Attorney were duly exhibited to me and now remain filed in my Protocol.

AND THE APPEARER DECLARED that whereas her principals have agreed to enter into an agreement of lease and desire the terms and conditions which shall govern the lease to be recorded notarially;

NOW THEREFORE the APPEARER declared that the following terms and conditions shall govern the lease and bind her principals respectively:

1.

INTERPRETATION AND PRELIMINARY

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

1.1 words importing -

1.1.1 any one gender include the other two genders;

1.1.2 the singular include the plural and vice versa; and

1.1.3 natural persons include created entities (corporate or non-corporate) and vice versa;

Handwritten signatures and initials, including a large signature and several smaller initials, located at the bottom right of the page.

ANNEXURE G- COUNCIL RESOLUTION

127 / 2017

- (b) That Council accepts the reasons provided by Messrs ENS Africa and approves a 30 day extension period to secure the purchase for Erf 158, Tamariskia to Ms M Kahamboe and Mr B Muruko.
- (c) That the 30 day extension period commences from date of this Council resolution.
- (d) That the conveyancer be instructed to urgently compile an addendum to the Deed of Sale accordingly.

11.1.25 ROSSING URANIUM LIMITED: PROPOSAL TO SELL THE PROPERTY TO MS MASHEELO
(C/M 2017/07/27 - 229 T)

RESOLVED:

- (a) That Council approves the sale of the property on Erf 229, Tamariskia to Ms M Asheelo.
- (b) That Council remains with its decision passed on 31 March 2016, under item 11.1.6:
 - (d) *That Rossing Uranium Limited offers the property for sale by private treaty by giving a first option to the staff members currently residing on the property, then to staff members in their employment, thereafter Council will offer the remaining erven for sale by closed bid at an upset price equal to the "forced sale value" and subject to Council's standard conditions.*
- (c) That in terms of point (e)Ⓞ of the Council's resolutions of 31 May 2016, Ministerial approval be obtained to sell the property on Erf 229, Tamariskia to Ms M Asheelo:
 - (e) *That Council applies to the Honourable Minister of Urban & Rural Development in terms of section 30 (1) (f) of the Local Authorities Act 23 of 1992 to:*
 - Ⓞ *Proceed with the sale of the various properties by giving preference to the employees of RUL at the "forced sale value"; and*

11.1.26 NEW PROPOSAL BY SEA GULL'S CRY CC
(C/M 2017/07/27 - N 7/2/9)

RESOLVED:

- (a) That Council does not sell the lease portion to Messrs Sea Gull's Cry CC.
- (b) That Council extends the lease agreement with 5 years in order for the developer to complete the proposed development.
- (c) That the developer must submit a final plan in line with the proposed lease.

The meeting adjourned: 20:10

Minutes confirmed on: 31 August 2017


Councillor P N D Nashilundo
CHAIRPERSON

AKV


M P C Swarts
ACTING CHIEF EXECUTIVE OFFICER

11.1.20

COMMEMORATIVE BENCH AND PLAQUE POLICY, DIRECTIVE AND APPLICATION

(C/M 2026/03/05 - 15/2/4/5)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **8.14** page **266** refers.**A. This item was submitted to the Management Committee for consideration:****PURPOSE**

The purpose of this directive is to provide the Swakopmund Municipality with a process for the acceptance of donations for the placement of memorial benches in Parks, Recreational areas, Beach Walkways, and elsewhere in Swakopmund. This directive applies exclusively to requests and donations for memorial benches. No other requests for memorial items will be accepted.

POLICY

Acceptance of Donations: It is the policy of the Municipality of Swakopmund to accept requests and donations for memorial benches from persons or organizations. All memorial bench placements require a financial donation that is used to offset the procurement and cost of the bench, installation, maintenance, and administration and processing of the request and donation. Swakopmund Council reserves the right to accept or reject, in its sole discretion, any application, request, and donation for a Memorial Bench based upon content that it deems to be inconsistent with this directive or public interest, that it deems to be disparaging of any person or group of persons for any reason, that it finds to be in violation of any law or local ordinance, or that it believes would predictably attract vandalism.

Types of Memorial Benches: Requests and donations for Memorial Benches will be accepted for tribute to an honoree (e.g., In Memory of John Doe) or in recognition of the good provided to the community by the location where the bench is located (e.g., Donated by A Friend of Riverview Park). No other types of memorials or tributes shall be accepted (i.e., no organization or group shall be accepted as an honoree for any Memorial Bench Donation). An honoree of a Memorial Bench

Donation must have been a resident of Swakopmund and deceased for at least one-year before a request, application, and donation for placement of a Memorial Bench. Available Locations of Memorial Bench Placement: The Municipality of Swakopmund will create and maintain a map of available locations at which a request for a Memorial Bench may be accepted.

Term of Memorial: The duration of a Memorial Bench is for the useful life of the bench. At the end of a bench's life term, the plaque will be removed to allow for other donations and/or removal or replacement of the bench. Plaques containing the tribute to the honoree shall be returned to the person(s) or organization making the donation at the end of a bench's term or memorial. It is the responsibility of the donating person(s) or organization to ensure that the Council is in possession of their street address, email address, and phone number so that a plaque's return can be made expeditiously. Should the Municipality be unable to contact the donating person(s) or organization of a Memorial Bench after the term of the memorial has expired, then the plaque may be disposed of by the Municipality of Swakopmund after 180 days from the written notice by regular mail, email, or phone message.

Municipality of Swakopmund, in its sole discretion and for whatever reason that it may deem appropriate, may relocate a Memorial Bench or plaque if unforeseen circumstances arise due to its location or setting, or should vandalism or destruction of the Memorial Bench or memorial plaque occur.

Pricing/Cost: The cost for a commemorative bench shall be market value based upon the cost to the Swakopmund Municipality, which includes the cost of the bench, installation of a concrete pad, and plaque, and their installation and maintenance, to form part of Council's Annual Budget Tariff.

PROCEDURE

Memorial Bench Application: It is required that each request and donation for a Memorial Bench be accompanied by a completed Memorial Bench application and the required Memorial Bench donation.

Memorial Bench requests, applications, and donations will be processed in the order that they are received.

Acceptance and Approval of a Memorial Bench Application and Donation:

Any request, application, and donation for a Memorial Bench must be approved by the General Manager: Engineering & Planning Services, or her/his designee, and are subject to acceptance and approval in her/his sole discretion.

Installation of Memorial Bench: Upon notification that a request, application, and donation for a Memorial Bench have been approved by the Manager: Works, who shall arrange for the procurement and installation of the Memorial Bench and its memorial plaque. The style of any Memorial Bench will be consistent with other benches nearby, as well as the location and its surroundings. The selection of the style, construction, colour, and materials of any Memorial Bench will be in the sole discretion of the Municipality of Swakopmund. All benches will meet standards that are established by the Engineering Services, Works Section for design, durability, and construction.

Council at its Ordinary meeting held on **31 August 2022**, under item **11.1.15**, resolved:

- (a) *That Council accepts the Commemorative Bench and Plaque Directive and Guidelines (on file) to provide the Swakopmund Municipality with a process for the acceptance of donations for placement of memorial benches and plaques in Parks, Recreational Areas, Beach Walkways, and elsewhere in Swakopmund.*
- (b) *That the Commemorative Bench and Plaque Directive applies exclusively to requests and donations for memorial benches. No other requests for memorial items will be accepted.*
- (c) *That the Commemorative Bench and Plaque Directive be administered by Council's Economic Development Services Department in conjunction with Engineering Services: Works Section regarding the technical requirements, installation, and placement of the memorial benches.*
- (d) *That Council's Economic Development Services Department administers inventory, date, and maintains a listing of all existing commemorative benches and plaques that have been installed before and after the adoption of this policy.*
- (e) *That this Commemorative Bench and Plaque initiative be marketed by Council's Marketing & Communications Section.*

- (f) That for the interim donation of N\$6 325.00 (VAT Included) [Bench @ N\$4000,00 + Installation & Maintenance @ N\$1 500.00 = N\$5 500.00 + 15% VAT @ N\$825.00 = N\$6 325.00] be determined as the donated price for the N\$2022/23 Financial Year, which includes the cost of the bench, installation, and maintenance.
- (g) That the General Manager: Finance creates and administers a vote for the Commemorative Bench and Plaque initiative and ensures that the donation amount be incorporated in Council's Annual Tariff Budget.
- (h) That the Commemorative Bench and Plaque administration be reported to the Management Committee monthly and forms part of the Economic Development Services Monthly Report, indicating the Donor, the Honoree, the site of placement, and the amount paid.

Council also, at its Ordinary Council meeting held on **24 November 2025** under item **11.1.9**, resolved:

- (a) That the income generated from the Commemorative Bench and Plaque Initiative be credited to a dedicated income vote under the Engineering & Planning Services Department.
- (b) That the funds accumulated in this vote be utilized exclusively as an extension to the approved annual budget for the procurement of new benches and the maintenance of Council's beach walkways.
- (c) That the General Manager: Finance ensures the creation and administration of the income vote in accordance with IPSAS accounting requirements and incorporates such income and related expenditure in the Council's Annual Budget.

Motivation for the Proposed Administrative Realignment

Since its inception in 2022, the Commemorative Bench and Plaque Initiative has been administered by the Office of the CEO as an interim arrangement to ensure the initiative was operationalized and monitored during its initial implementation phase.

Experience gained over the past three years has, however, demonstrated that the core functions associated with the initiative – including technical specifications, siting and placement, installation, routine inspections, maintenance, and integration with existing public infrastructure – are operational in nature and align more closely with the mandate of **Engineering Services: Works Section**.

The continued administration of this initiative by the Office of the CEO presents operational inefficiencies, as the Office does not have direct oversight of public infrastructure assets, nor the technical personnel responsible for installation and maintenance. In contrast, the Works Section is already responsible for municipal benches, beach walkways, and related public amenities, making it best placed to ensure consistency in standards, durability, safety, and aesthetics.

Placing the administrative responsibility under **Engineering Services: Works Section**, with coordination handled by the designated Coordinating Assistant and application approvals vested with the **Manager: Works**, will:

- Streamline decision-making and application turnaround times;
- Ensure technical compliance and appropriate placement of commemorative benches;

- *Improve accountability for asset management and maintenance;*
- *Align financial management by directly linking income generated to infrastructure upkeep and expansion.*

Furthermore, the proposed arrangement supports sound financial governance by ensuring that income generated from the initiative is ring-fenced within a dedicated vote under Engineering & Planning Services and utilized exclusively for the procurement of new benches and the maintenance of Council's beach walkways, thereby reinforcing sustainability and transparency.

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

RECOMMENDED:

- (a) That the administration of the Commemorative Bench and Plaque Directive be transferred from Economic Development Services to the Engineering Services Department: Works Division, with effect from the date of Council's approval.**
 - (b) That the Works Division be responsible for the technical requirements, installation, placement, inspection, and maintenance of commemorative benches and plaques.**
 - (c) That the Coordinating Assistant: Works Division administer the application process, with final approval of applications vested in the Manager: Works, subject to compliance with the approved directive and technical standards.**
 - (e) That all income generated from the Commemorative Bench and Plaque Initiative be credited to a dedicated income vote under the Engineering Services Department.**
 - (f) That funds accumulated in this vote be utilized exclusively as an extension to the approved annual budget for:**
 - *The procurement of new municipal benches; and*
 - *The maintenance and improvement of Council's beach walkways and related public infrastructure.*
-

Works Section**Engineering & Planning Services**

P O Box 53, Swakopmund, Namibia

Tel: +264 64 410 4327

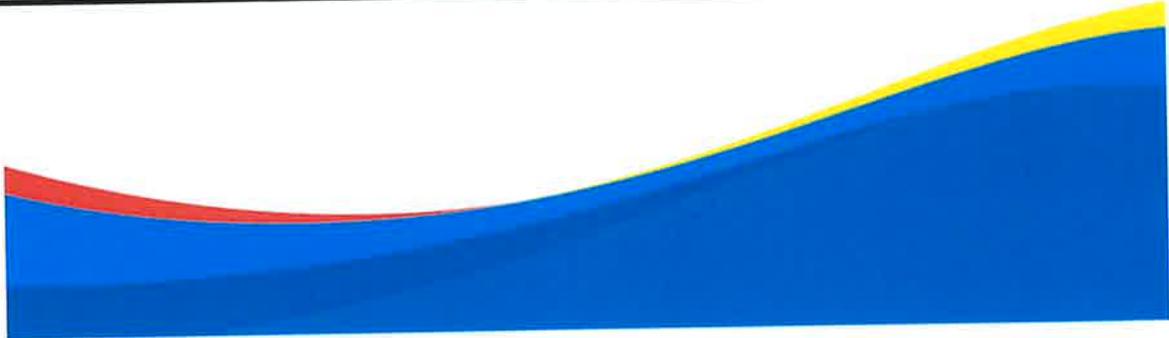
Email: swkmun@swkmun.com.na**SWAKOPMUND MEMORIAL BENCH
ACTIVE BENCH AND PLAQUE POLICY, DIRECTIVE**

📁 15/2/4/5

1. Donations will be accepted by the Swakopmund Municipality for the purchase and placement of a memorial bench and plaque, for placement at a location approved by the Swakopmund Municipality in a park or along the beach walkway, or at any public park or recreational area.
2. The Swakopmund Municipality will collaborate with the Donor to select a bench site from the list of allowable sites.
3. The Donor must complete the Commemorative Bench Donation and Maintenance application form and submit payment for the bench to be purchased and installed.
4. The Swakopmund Municipality will select the style of the bench [3-Seated Royal Bench 1.6 metre Plastic/Timber]
5. The Bench Application includes the following terms and conditions:
 - a. The cost for a commemorative bench shall be market value based upon the cost to the Swakopmund Municipality, which includes the cost of the bench, installation of a concrete pad, plaque, and their installation and maintenance.
 - b. The bench and plaque shall be the property of the Swakopmund Municipality.
 - c. The Swakopmund Municipality will maintain the bench.
 - d. The Engineering & Planning Services Department: Works Section's staff reserves the right to select the location of the memorial bench. The Municipality of Swakopmund staff will collaborate with the Donor purchasing the memorial bench to find a mutually agreeable location.
 - e. Scheduling the placement of the memorial bench will be done on a mutually agreeable date, time, and location.
 - f. The Swakopmund Municipality will repair damage to the bench and replace the bench should it be damaged or stolen.
 - g. The Donor will repair, maintain, and/or replace the plaque.
 - h. If the bench becomes a hazard/liability or if the approved terms of acceptance are not fulfilled by the donor, the bench will be removed or relocated.
6. A commemorative plaque (4" x 6") will be provided by the Donor. Commemorative plaques installed on benches may only be for honouring an individual or family, an institution, a non-profit organization, including places of worship, or a business.
7. The Municipality's Engineer & Planning Services Department: Works Section, will inventory, date, and maintain a listing of all existing commemorative benches and plaques that have been installed before and after the adoption of this policy.
8. The Swakopmund Municipality may provide for a bench and commemorative or memorial plaque to recognize an individual or organization that has made an unusual contribution, service, or gift to the Swakopmund Municipality. Such a bench and plaque are not subject to these guidelines.
9. Donations are accepted year-round. All donations to the program are fully tax-deductible to the extent provided by law and will be invoiced. The Swakopmund Municipality will send the Donor a letter acknowledging the gift.
10. Plaque guidelines: Commemorative Plaque (4" x 6")



Name: COMMEMORATIVE BENCH AND PLAQUE POLICY, DIRECTIVE			
Previous versions: 2			
Submitted for approval by Council on: 31 August 2022			
SIGN-OFF			
Date approved by Council:	Chief Executive Officer Name: Alfeus Benjamin	Signature:	Version number: 2
Item Number: _____			



11.1.21 **APPLICATION TO REDUCE FINE ISSUED TO OWNER OF ERF 4828 FOR UNAPPROVED CONSTRUCTION OF INDUSTRIAL COMPLEX**
(C/M 2026/03/05 - E 4828)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **8.15** page **272** refers.

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

1. **Introduction**

The purpose of this submission is to present to Council the application by Messrs. COSDEF, dated **23 July 2025 (Annexure "B")**, to reduce the fine issued to them for the construction of garages on Erf 4828 without approval.

The letter forwarded to COSDEF is attached in **Annexure "A"**. **Annexure "C"** is a locality map providing a more detailed view of the suburb. **Annexure "D"** provides the letter to COSDEF requesting a detailed motivation for the unapproved construction. **Annexure "E"** is an example of a typical fine issued for a similar offense. **"Annexure F"** is the application to relax development standards, and **Annexure "G"** is the first letter sent to COSDEF for the unapproved construction work.

Listed below are further attachments referring to case studies of fines issued to other Erven where unapproved construction work took place. Please see section 4 for a discussion concerning cases where a fine was issued and reduced, with an explanation as to how Council reached these decisions.

Attachments:

Annexure "A"	: Fine issued to the owner of Erf 4828
Annexure "B"	: Application by the owner to reduce the fine
Annexure "C"	: Locality Map
Annexure "D"	: Letter Requesting A Comprehensive motivation for the construction
Annexure "E"	: Typical fine issued for an unapproved construction
Annexure "F"	: Unapproved Relaxation application for erf 4828
Annexure "G"	: First letter sent to Erf 4828 for unapproved construction.

2. **Background**

The owner of Erf 4828 is COSDEF. The structures are built on the rear boundary along the B2 national road. An application was made to the Building Control Division to obtain a Building Permit for the garages located in Extension 10, Erf 4828, was made on 01 April 2025.

Review of the Building Plan Application indicated that a Relaxation of Development Standards would have to be applied for and approved. Attached in **Annexure "G"** is the initial letter sent to COSDEF dated 27 October 2015. **Annexure "F"** is the unapproved application. The structures had already been completed by the date the application was submitted.

Annexure "D" is a formal letter that was issued to COSDEF requesting a detailed explanation of the events on 15 May 2025.

Also included in the letter:

"The construction process is completed. The Building Plan submission will only be processed once the fine is resolved."

A final inspection will be conducted, and upon submission of the required Completion Certificates from Erongo RED and the Registered Engineer, completion certificates will be issued by the Municipality of Swakopmund.

It is the request of the owner that the Municipality of Swakopmund reduce the fine amount. This request will have to be submitted to Council to deliberate on. As COSDEF is a non-profit organisation that only operates on donated funds for skills development."

3. **Current Situation**

The fine has not been paid to date. No completion certificate has been issued for these structures. No Compliance Certificate can be issued at this time.

4. **Case studies of fine application and reduction on other Erven**

With regards to non-compliant building activities, the Swakopmund Municipal Council, at an Ordinary Council Meeting held on 29th April 2009, resolved to adopt the following penalty clause to be applied for non-compliant structures (rates adjusted to current council tariffs):

- Minor transgression (Boundary walls) N\$ 37.13 per running meter per month
- Minor transgression (Building/Structures) N\$ 48.80/m² per month
- Medium transgression N\$ 185.66/m-m² per month
- Major transgression N\$504.99/m-m² per month

Definition of the transgressions

Minor Transgression: Deviation from the original approved plan (making some minor adjustments to the approved plans), whereby the structure added does not exceeds 35% of the area of the approved building plans (this includes the boundary walls)

Medium Transgression: Addition of extra structures onto the approved plan, whereby the structure added exceeds 35% of the area of the approved building plans.

Major Transgression: Any structure without the approved plan and building over the building lines without the necessary permission for the building line relaxation.

This definition of the fines and the rates is as per Government Gazette N. 7591, that provide all Municipal rates across the country.

Attached in **Annexure "H"** is a typical fine issued for an unapproved construction. The structure of the letter and application of the regulations have been consistently applied to multiple cases in 2023, and the majority of the cases have been resolved with payments received.

Fine reduction for portion 48 (a Portion of Portion 24) of the farm 163

On this development, the owner chose to construct 15 tourist accommodation units, each containing 4 chalets. No approvals were obtained before the start of the construction. The work was stopped with only two units partially completed, and the rest only at the foundation brickwork level.

The Major Transgression was found to be applicable as it stipulates "any structure without an approved plan **and** building over the building lines." A fine to the amount of N\$1 021 020.00 was issued to the owner of the

property for the unapproved construction. The applicant appealed the fine of N\$1 021 020.00.

The motivation for this was that the buildings were not constructed in the building lines, although not approved. The appeal was made to lower the definition of the transgression to that of Medium, as it did not fully meet the requirements of a major fine. This was presented to the Council meeting of 27 May 2021. The subsequent fine amount was lowered to N\$ 355 320.00 and was paid by the owner.

Fine Issued to Erf 2785, Gerhard van der Merwe - Atlantic Flat Complex

Records on file indicate that the project underwent a protracted planning process to rezone the property and obtain approval for construction. It was an extremely complicated development with many initial transgressions in terms of the sequences of approvals, heights, aesthetics, and bulk. The development is an example of the ultimate limit to which a development can be done under the current zoning scheme.

On file are multiple letters and a submission to Council. The document discovery is incoherent, and the full extent of the issues during the development can only be reported by professionals appointed on the project at the time or staff who do not work for the Municipality of Swakopmund anymore. There were multiple Aesthetics submissions made with constant alterations. A Building permit was issued erroneously before the betterment fees had been paid. Various deviations from the Aesthetics approvals and the building plans had taken place.

To find a resolution to what at that stage had become a very muddled development, a submission was made to Council to address all the issues and seek advice. Following the resolution, a fine was issued to the owners of the property for unapproved construction to the value of N\$87 880.32.

A further dispute occurred due to the application of the definitions and the rates of the fine. The rates indicated that fines be issued for each month of unpaid. The fine remained unpaid while construction proceeded and escalated per month to an amount of N\$487,976.00. The dispute was resolved at that stage by the GM: ES, and the fine was reverted back to the original amount, as it could not be established when what portion was constructed. The amount of N\$ 87 880.32 was paid in full.

The **"per month rule"** has not been applied since it is too difficult to determine on a complex construction site the true period of time that the transgression took place. Frequent internal delays contribute significantly to the time. As a result, the definition of the fine cannot be fully applied.

5. **Proposal**

The penalty amount issued to the owner for the unapproved construction is **N\$28,457.98**. The definitions of the offence and the calculation can be found in **Annexure "A"**, where the explanation of the offence, instructions, and fine are issued.

The offence is considered a Major Offence as the unapproved structures fit the definition fully. The rate was not applied per month, as this would have already escalated the amount to many Thousands.

As per **Annexure "G"**, previous letters had been sent from the Engineering Services department to COSDEF concerning the unapproved construction.

The letter is dated 27 October 2015. It provides no allowances, does not issue any fine and gives instructions to demolish. This is without informing Council of the matter or obtaining a subsequent Court order. The instructions in this letter were never followed, nor did the Staff of the Engineering Department at that time follow up on the matter. Subsequently, there are no Completion Certificates on file issued by the appointed consultants who managed the project, and not issued by the Building Control division of Council. The application made to Council states:

"Without going into too much detail, we, the Community Skills Development Foundation (COSDEF) is a registered non-profit organization with a national mandate to promote inclusive skills development and sustainable livelihoods across Namibia".

At this stage, the Engineering & Planning Services department has reviewed the structures for compliance and is willing to accept the structure "As-Built". Outstanding items, such as relaxations of development standards, can be granted with no risk to Council.

COSDEF is requesting that the fine be completely waived, and the council attend to the final approval of the Building Line relaxation and the building permit application. This unapproved structure, known to Council, has been allowed to function for 10 years without any further follow-up. The facility and the organization provide a service to the community. As it is a non-profit organization, to issue the fine would mainly penalize the patrons of this facility and not have any benefit to the public. Considering that the matter was never followed up on, it would be prudent by Council to reduce the fine by 85%.

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

RECOMMENDED:

- (a) That Council acknowledges that the unapproved structures were known to Council.**
 - (b) That the fine amount for the unapproved structures was calculated at N\$28,457.98.**
 - (c) That COSDEF is a Non-Profit organisation, financed by donor funds, and has applied that the fine be waived.**
 - (d) That Council reduces the fine based on the merit of this case, and that other similar applications be considered separately.**
 - (e) That fine be reduced by 85% to the amount of N\$4,268.70, for the non-compliant structure.**
 - (f) That the application for relaxation of development standards be approved.**
 - (g) That all Building Plan submissions be approved.**
 - (h) That a full completion certificate be issued and the property be deemed "In Compliance".**
-



+264 64 410 4111 | swkmun@swkmun.com.na | P.O. Box 53, Swakopmund, Namibia

Ref: E 4828

Enquiries: Andre* Loew

26 June 2025

COSDEF NAM COMM SKILLS DEV FOUNDATION
P.O. Box 4230
Windhoek
SWAKOPMUND
13003
Namibia

Email: afesmburg7@gmail.com

Dear Sir/Madam:

APPLICATION FOR RELAXATION OF DEVELOPMENT STANDARDS ON ERF 4828, INDUSTRIAL, SWAKOPMUND.

Your application for relaxation of development standards, dated 01 April 2025 bear's reference. A letter was forwarded to you dated the 15 May 2025 providing you with the opportunity to provide an explanation as to how this occurred. A response was received to this communication, dated 20 May 2025. The response indicated that your organisation is unable to provide any explanation.

A site inspection was conducted to determine if the use of the Erf conforms to the zoning and to confirm the unapproved portions. To bring this property into compliance, a fine will be levied for the construction of the unapproved portions without any mitigating explanation. The unapproved portions include the additional Garage and storage Area. See Annexure A.

It is against this background, that the above application is in contravention with both the Town Planning Scheme and National Building Regulations.

With regards to non-compliant building activities, the Swakopmund Municipal Council at an Ordinary Council Meeting held on 29th April 2009, resolved to adopt the following penalty clause to be applied for non-compliant structures (rates adjusted to current council tariffs):

- ❖ Minor transgression (Boundary walls) N\$ 38.99 per running meter per month
- ❖ Minor transgression (Building/Structures) N\$ 51.24/m² per month
- ❖ Medium transgression N\$ 194.94/m² per month
- ❖ Major transgression N\$30.24/m² per month

U.S.



Definition of the transgressions

- ❖ **Minor Transgression:** Deviation from the original approved plan (making some minor adjustments to the approved plans), whereby the structure added does not exceed 35% of the area of the approved building plans, (this includes the boundary walls)
- ❖ **Medium Transgression:** Addition of extra structures onto the approved plan, and whereby the structure added exceeds 35% of the area of the approved building plans
- ❖ **Major Transgression:** Any structure without the approved plan and building over the building lines without necessary permission for the building line relaxation.

With regards to the definition of the transgression, the unapproved portions are defined as a "Major Transgression" for the portions built into the building lines and a "Minor Transgression" for the portions constructed inside the building lines.

The calculation is as follows:

(Major Transgression) Additional Garage and storage area: = 53.67 m²

Major transgression: 53.67 m² x N\$530.24/m² = N\$ 28 457.98

Total amount to be paid = N\$ 28 457.98

For your application to be further processed, you are instructed to the following:

- Pay the fine amount in full
- Submit a certificate from a registered structural engineer to certify the structural integrity of the work that was done without the supervision of the Building Control Officers.
- Submit a Erongo red certificate of compliance.

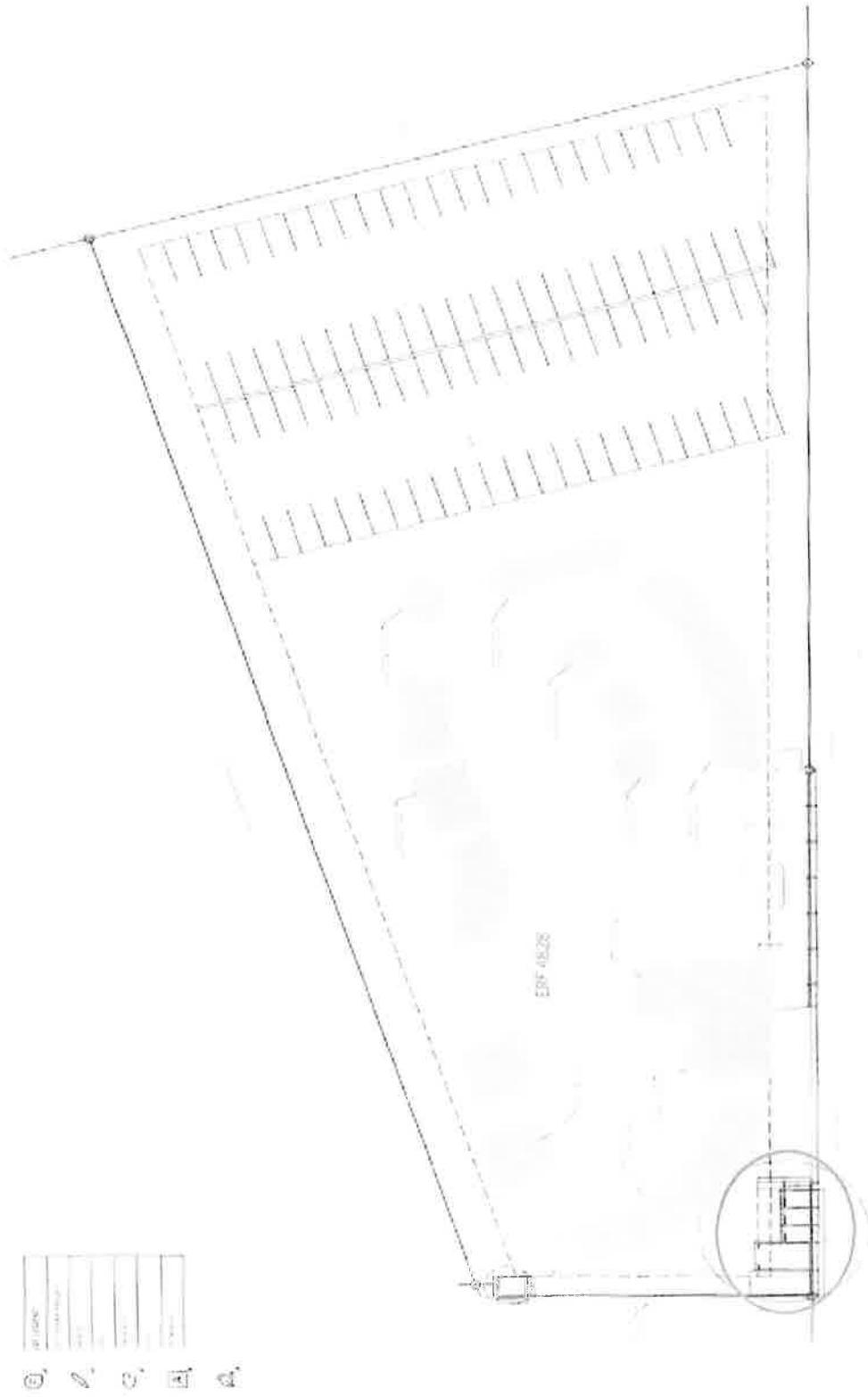
Once the above required documents submitted and approved, the Building Control division will issue a Completion Certificate. This will bring the property into full compliance and a compliance certificate can be issued then.

Your co-operation in this regard will be highly appreciated. For further information, kindly contact the Manager Building Control & Design Office: Mr. Andre' Louw at 064 410 4402 / 081 124 9234 or alouw@swkman.com.na

YOURS faithfully
Swakopmund Municipality
2025-02-17 8

Clarence McClune
General Manager: Engineering & Planning Services







Tel: +264 64 400358
 info@cosdef.org.na | www.cosdef.org.na
 P. O. Box 4230, Windhoek, Swakopmund

23 July 2025

Enquires: Shiffa Joram, +264814499470

Clarence McClune
General Manager: Engineering & Planning Services
 Swakopmund Municipality
 P.O Box 53,
 Swakopmund

Dear Mr. McClune

RE: REQUEST FOR WAIVER OF PENALTY AND APPROVAL OF DEVELOPMENTAL STANDARD AT COSDEF ERF 4828 INDUSTRIAL, SWAKOPMUND

We acknowledge receipt of your letter ref. E 4828, regarding the penalty of N\$ 28457.98 issued for an unapproved portion structure erected on COSDEF premises and relaxation of developmental standard on our premises.

The Community Skills Development Foundation (COSDEF) is a registered non-profit organisation with a national mandate to promote inclusive skills development and sustainable livelihoods across Namibia. Our core mission is to empower out-of-school youth, unemployed individuals, and marginalised communities through accredited vocational training, entrepreneurship development, and life skills support.

COSDEF's programmes are funded entirely through donor support, with all financial resources strictly allocated and retained to training delivery, training materials, learner support, and community outreach. As such, we do not have access to discretionary or operational funds to absorb unforeseen expenses such as penalties or fines. Every cent we receive is committed to activities that directly benefit our target groups. Unexpected financial obligations such as this present a serious constraint to our ongoing efforts to deliver high-impact training services to the most vulnerable.

We respectfully appeal to your esteemed office to consider waiving the imposed penalty on an *ex gratia* basis, given the non-profit nature of our organisation and the public value of the services we provide to the Swakopmund community and beyond.

Furthermore, we wish to clarify that the structure in question was erected prior to the appointment of the current management team. Regrettably, there is no existing record or documentation available to explain the deviation from the originally approved building plans. Since taking office, the current COSDEF leadership has prioritised full regulatory compliance and has instituted internal control mechanisms to ensure that all actions, including infrastructure developments, are aligned with municipal regulations and good governance principles.



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 info@cosdef.org.na | www.cosdef.org.na
 P. O. Box 4230, Windhoek, Swakopmund

In addition, the temporary garage structure we request for approval for will be constructed using removable materials is an interim solution to address an urgent operational need while we continue to mobilise funding for a compliant and permanent facility. It is not a long-term installation but a necessary step to ensure continuity in the delivery of services to our beneficiaries.

We sincerely apologise for any non-compliance that may have occurred and respectfully request your kind consideration to grant a waiver of the penalty and approval of developmental standard for temporary structure. We remain committed to full cooperation with the Municipality and to upholding the standards required by your office.

Thank you for your time, understanding, and continued support of community development initiatives.

Yours sincerely,


 Mr. Paavo T. Kamtukwata
 Executive Manager
 COSDEF



Tel: 064 400 358
 Email: info@cosdef.org.na
 Website: www.cosdef.org.na



+264 64 410 4111 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Ref: F 4828

Enquiries: Andre' Louw

15 May 2025

COSDEF NAM COMM SKILLS DEV FOUNDATION
P O. Box 4230
Vineta
Swakopmund
Namibia
13003

Email: afasmbura7@gmail.com
+264 64 406122

Dear Sir/Madam

**BUILDING COMPLIANCE CERTIFICATE APPLICATION ON ERF 4828
INDUSTRIAL, (SWAKOPMUND)**

This letter is written to inform you that Council has taken receipt of the as-built plans for the application of relaxation of development received dated 01 April 2025.

However, in terms of Municipal Regulations and Building Control Legislation, any construction undertaken without any Municipal approval constitutes a breach of compliance. See Annexure A for an unapproved extension to complex.

As part of the regularization process, you are hereby requested to provide a comprehensive written motivation explaining the reasons and circumstances under which these structures were built without Council approval. The Engineering & Planning Services department will consider your explanation and provide appropriate feedback.

Your co-operation in this regard will be highly appreciated. For further information, kindly contact the Manager Building Control & Design Office: Mr. Andre' Louw at 064 410 4402 / 081 124 9234 or alouw@swkmun.com.na

Yours faithfully Municipality

Clarence McClune
General Manager: Engineering & Planning Services

A portion of the site plan indicates an addition was constructed on the north-eastern and south-eastern parts of the erven without an approved building permit from Council (see figure 2).

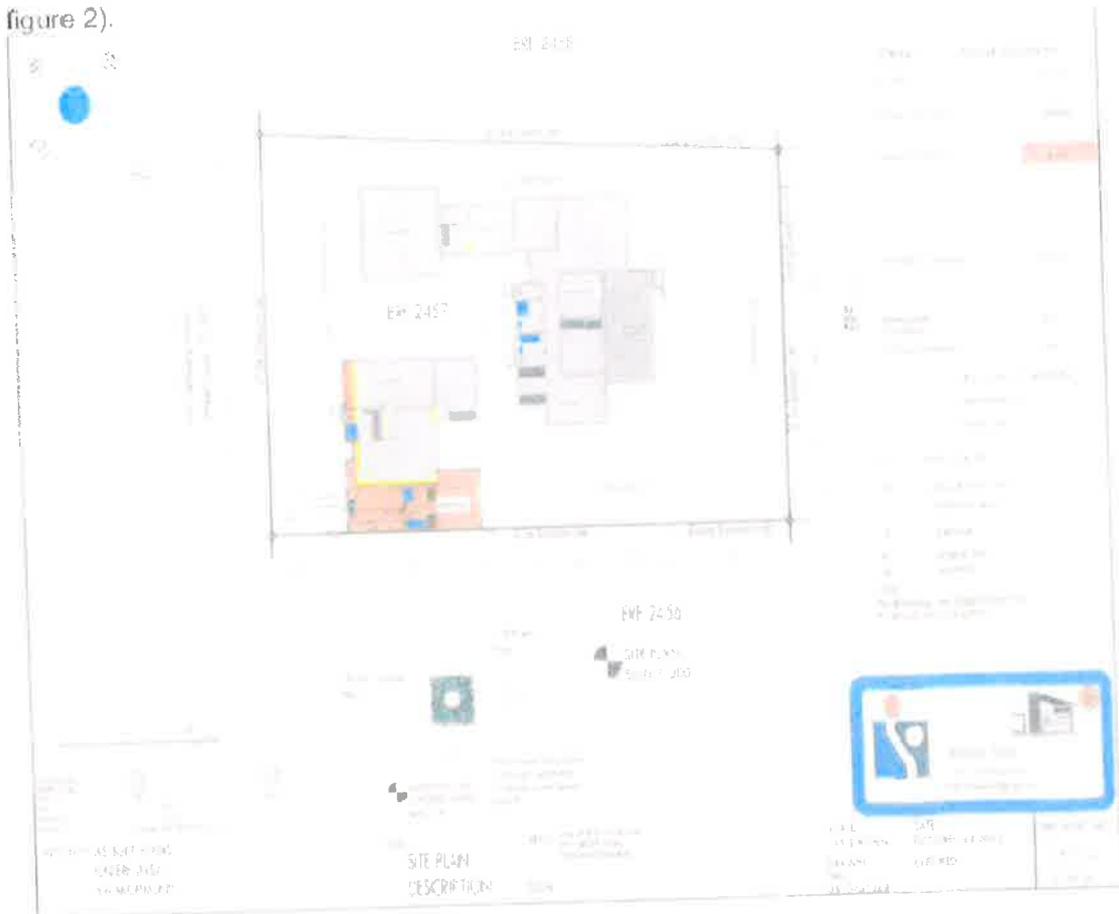


Figure 2: Site Layout (As built plan) submitted for Building Compliance Certificate application.

Review of the erf building files reflects that no building permit was issued for this unapproved addition. We take note that you have applied for the relaxation of the development standards. This has been signed and approved by the neighbours, but it is not approved by Council.

Therefore, this structure is a non-compliant structure in terms of the Standard Building Regulations and the Town Planning Amendment Scheme.

With regards to non-compliant building activities, the Swakopmund Municipal Council at an Ordinary Council Meeting held on 29th April 2009, resolved to adopt the following penalty clause to be applied for non-compliant structures:

- ❖ Minor transgression (Boundary walls) N\$ 36.05 per running meter per month
- ❖ Minor transgression (Building/Structures) N\$ 47.38/m² per month
- ❖ Medium transgression N\$ 180.25/m-m² per month
- ❖ Major transgression N\$490.28/m-m² per month

Definition of the transgressions

- ❖ **Minor Transgression:** Deviation from the original approved plan (making some minor adjustments to the approved plans), whereby the structure added does not exceeds 35% of the area of the approved building plans, (this includes the boundary walls)
- ❖ **Medium Transgression:** Addition of extra structures onto the approved plan, and whereby the structure added exceeds 35% of the area of the approved building plans.
- ❖ **Major Transgression:** Any structure without the approved plan and building over the building lines without necessary permission for the building line relaxation. (Excl.15% VAT)

Regarding the definition of the transgressions, your transgression is classified under **major transgression**.

Therefore, you are obliged to pay a penalty of **N\$ 27 063.46** based on the following calculations:

Total built area (footprint):	48.00m²
Fine Amount:	N\$ 490.28 x 48.00 x 1.15
Total amount to be paid:	N\$ 27 063.46

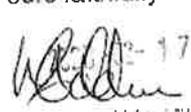
Find attached to this letter is the invoice for the amount to be paid.

To issue a Compliance Certificate, you are requested to complete the following steps:

- Pay the fine amount in full.
- The submitted relaxations will then be approved.
- Submit the CoC documentation issued for the electrical installation from Erongo Red for the existing structures.
- Submit an Engineer's Letter providing approval of the work performed without the supervision of Municipal Building Control Officers.
- Submit a plumber's certificate for the plumbing from a registered plumber.

Your co-operation in this regard is required to wrap up this matter on a mutually satisfactory basis. For further information, kindly contact the Manager Design & Building Control Office, Mr. Andre Louw at (064) 410 4402, +264 81 124 9234 or at alouw@swkmun.com.na

Swakopmund, 17 February 2026
Yours faithfully



C McClane
GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES

AL/

Copied In: NAMPLAN, Winton van der Westhuizen <winvdw@gmail.com>

COPY: Building Inspectorate – Please put copy on erf file



+264 64 410 4111 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Ref: E 5081

Enquiries: Andre' Louw

21 August 2025

MM Esterhuysen
P.O. Box 5000
Vineta
Swakopmund
Namibia
13003

Email: Wessel@lestreux.com

Dear Sir/Madam

APPLICATION FOR BUILDING COMPLIANCE ERF 5081, OCEAN VIEW, SWAKOPMUND

Your application for building for the Relaxation of development standards dated 07 August 2025 bear's reference.

A site inspection was conducted to inspect the existing structures. In comparison to the approved building plans, it was discovered that various additions to the dwelling had been constructed without the necessary approvals. This includes the additions of the Guest Room & Store. See Annexures A

It is against this background, that the above application is in contravention with both the Town Planning Scheme and National Building Regulations.

With regards to non-compliant building activities, the Swakopmund Municipal Council at an Ordinary Council Meeting held on 29th April 2009, resolved to adopt the following penalty clause to be applied for non-compliant structures (rates adjusted to current council tariffs):

- ❖ Minor transgression (Boundary walls) N\$ 40.94 per running meter per month
- ❖ Minor transgression (Building/Structures) N\$ 53.80/m² per month
- ❖ Medium transgression N\$ 204.69/m² per month
- ❖ Major transgression N\$555.75/m² per month

Definition of the transgressions



- ❖ **Minor Transgression:** Deviation from the original approved plan (making some minor adjustments to the approved plans), whereby the structure added does not exceed 35% of the area of the approved building plans, (this includes the boundary walls)
- ❖ **Medium Transgression:** Addition of extra structures onto the approved plan, and whereby the structure added exceeds 35% of the area of the approved building plans.
- ❖ **Major Transgression:** Any structure without the approved plan and building over the building lines without necessary permission for the building line relaxation.

With regards to the definition of the transgression, the unapproved portions are defined as a "Major Transgression" for the portions built into the building lines and a "Minor Transgression" for the portions constructed inside the building lines.

The calculation is as follows:

A. (Major Transgression) Additions to Guest Room:	=	20.50 m²
B. (Major Transgression Store):	=	10.05 m²
Major transgression: 20.50m ² x N\$556.75/m ²	=	N\$ 11 413 37
Major transgression: 10.05m ² x N\$556.75/m ²	=	N\$ 5 595 34
Total amount to be paid	=	N\$ 17 008.71

For your application to be further processed, you are instructed to the following:

- Pay the fine amount in full.
- Submit a certificate from a registered structural engineer to certify the structural integrity of the work that was done without the supervision of the Building Control Officers.
- Submit a Erongo red certificate of compliance.
- Submit 2 sets of building plans of which 1 is in colour approved by (Telecom & Erongo red)

Once the above required documents submitted and approved, the Building Control division will issue a Completion Certificate and Compliance Certificate. This will bring the property into full compliance.

Your co-operation in this regard will be highly appreciated. For further information, kindly contact the Manager Building Control & Design Office: Mr. Andre' Louw at 064 410 4402 / 081 124 9234 or alouw@swkman.com.na

Yours faithfully,



Clarence McClune

General Manager: Engineering & Planning Services





MUNICIPALITY OF SWAKOPMUND
DEPARTMENT OF ENGINEERING & PLANNING SERVICES



APPLICATION FORM FOR THE RELAXATION OF DEVELOPMENT STANDARDS

APPLICANTS ERF NO: 4828	CONSENTERS ERF NO: Street
Suburb:	Street Address:
Particulars of Owner: Cosedel	
Name of Owner: Cosedel	
Name of Authorized Person: Afas MBURA	
Postal Address (Owner): 060 406122	
Tel. No (Owner): 0817221005 / 064 406122	
E-mail Address (Owner): afasmbura7@gmail.com	

Application for relaxation of: (Please tick appropriate)
 (The written consent of the adjacent neighbors and a signed site plan must attached)

A. Building Lines:

- For the relaxation of Rear Building Line From: 5.0 meter to: 0.00 meter
- For the relaxation of Lateral Building Line From: _____ meter to: _____ meter
- For the relaxation of Street Building Line From: _____ meter to: _____ meter
- For the relaxation of Street Building Line (Garage) From: _____ meter to: _____ meter

B. Boundary Wall Height:

- For the relaxation of Rear Boundary wall From: _____ meter to: _____ meter
- For the relaxation of Lateral Boundary wall From: _____ meter to: _____ meter
- For the relaxation of Street Boundary wall From: _____ meter to: _____ meter

C. Relaxation of setback - 1st or 2nd Floor

- For the relaxation of Rear Building Line From: _____ meter to: _____ meter
- For the relaxation of Lateral Building Line From: _____ meter to: _____ meter
- For the relaxation of Street Building Line From: _____ meter to: _____ meter

D. Relaxation of Building Height: (Indicate)

A site/building plans, signed by the relevant/affected neighbors must be attached; indicating the Plan number: _____ dated _____
 (Plan must show, at least, existing site building lines and existing buildings, the location, height, use, design and extent of encroachment of proposed buildings.)

E. Relaxation of Garages (Maximum 100m²)
 For the relaxation of Garages

- From: _____ m² to: _____ m²

F. As Built Plans

- Yes No

Reasons for the relaxation

[Signature]
 SIGNATURE OF APPLICANT or
 DULY AUTHORIZED PERSON
 WITH POWER OF ATTORNEY

21/02/2025
 DATE

CONSENT FROM ADJOINING OWNER / NEIGHBOUR (NO TENANTS) FOR THE RELAXATION OF DEVELOPMENT STANDARDS

I _____ the owner of erf no.: _____ Extension/Suburb _____
 P O Box No: _____ have scrutinized and signed the building plan
 no.: _____ prepared by Messrs _____
 and **object** **do not object** (mark with an "X" which is applicable) against the proposed encroachment/
 relaxation of development standards on erf no _____ being the following:

(PLEASE TICK APPROPRIATE)

- Building Lines
Signature of Owner
- Double Storey within relaxed Building Lines
Signature of Owner
- Relaxation of Boundary Wall Height
Signature of Owner
- Relaxation of Building Height
Signature of Owner
- Relaxation of Garages
Signature of Owner

REMARKS/REASONS:

.....

.....
 SIGNATURE FULL NAME DATE

Contact Details: Tel. No / Cell Phone:
NB: Please attach certified copy of identity document of the owner of erf.

OFFICE USE ONLY		
TOWN PLANNING SCHEME REGULATIONS - REPORT		
Zoning of Erf:		
Notice Number:		
Comments:		
Recommended:	YES / NO	TOWN PLANNING
	 NAME SIGNATURE DATE
Recommended:	YES / NO	PROJECTS
	 NAME SIGNATURE DATE
Approved:	YES / NO	GENERAL MANAGER: ENGINEERING & PLANNING SERVICES
	 NAME SIGNATURE DATE



MUNICIPALITY OF SWAKOPMUND

Ref No: E 4828

Enquiries: Mr L. Mwikanda

(064) 4104400
(064) 4104125
Fax2email: 0886519137
(064) 4104400
NAMIBIA
www.swkmun.com.na
townengineer@swkmun.com.na

27 October 2015

COSDEF
P O Box 4230
SWAKOPMUND
Namibia

Dear Sir/Madam

DEMOLITION OF ILLEGAL STRUCTURES ON ERF 4828, INDUSTRIAL AREA

During our routine inspection it was identified that you built, or allowed to have built two outbuildings (flats) and a free standing wall exceeding the height of 2.225 meters without an approved building permit on the above erf. In addition the structures encroaches the street building lines without the Council or neighbor's consent, as can be seen on the photograph below.





Review of the building plan shows that, no building line relaxation for this particular structure has been granted. This structure is therefore illegal and has to be demolished without delay. You are therefore hereby requested to demolish the structures before or on the **28th of November 2015.**

Failure to comply with this instruction, the municipality of Swakopmund will demolish the structure and claim demolishing costs from you. For further information please contact the Chief Building Inspector Mr. Larry Mwikanda at telephone 064 410 4414.

Your co-operation in this regard shall be highly appreciated.

Yours faithfully

AD Duvenhage
GENERAL MANAGER: ENGINEERING SERVICES

11.1.22

INVITATION TO INDIA NATIONAL DAY

(C/M 2026/03/05 - 12/5/1)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **9.1** page **03** refers.

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

INTRODUCTION

The submission seeks condonation for the Mayor's travel to Windhoek from **25 to 27 January 2026**.

BACKGROUND

The Mayor received an official invitation from the Embassy of India to attend the India National Day celebrations held in Windhoek on **26 January 2026**. In addition to this engagement, the Mayor requested that courtesy visits be arranged with the Embassies of Japan and France as part of her familiarisation engagements and efforts to establish and strengthen diplomatic relations and potential areas of collaboration that may benefit the Municipality of Swakopmund.

In light of the above engagements, the Mayor travelled to Windhoek on **Sunday, 25 January 2026**, with the intention of attending the Indian National Day celebrations and holding courtesy meetings with the said embassies, and returned to Swakopmund on **Tuesday, 27 January 2026**.

DISCUSSION

While the Mayor successfully attended the India National Day celebrations as per the invitation from the Indian Embassy, the planned courtesy meetings with the Embassies of Japan and France could unfortunately not take place due to circumstances beyond the Municipality's control.

Notwithstanding this, the attendance at the India National Day formed part of the Mayor's responsibilities in representing the Municipality at official diplomatic engagements and fostering international relations.

FINANCIAL IMPLICATIONS.

Below are the costs incurred during this trip:

SUMMARY OF EXPENDITURE					
Item	Lunch Tarif (3x400,00)	Overnight Allowance (2x1000,0 (1)	Accomm odation (2x1000, 00(1)	Transport cost (N\$5.00/km)	Total
Overnight allowance in Windhoek (N\$2000.00) x 3	N\$1200.00	N\$6000.00	N\$6000.00	-	13,200.00
Mayor PA to the Mayor Driver					
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS				-	13,200.00

RECOMMENDATION

It is recommended that Council condone the Mayor's travel to Windhoek from 25 to 27 January 2026 to attend the India National Day celebrations and pursue planned diplomatic courtesy engagements.

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

RECOMMENDED:

- (a) That Council condones the Mayor's travel to Windhoek from 25 to 27 January 2026, undertaken to attend the India National Day celebrations and to pursue planned diplomatic courtesy engagements.
- (b) That it be noted that the following estimated expenditure for travelling and subsistence expenses were defrayed from the Conference Expenses Vote: 101015505500, where N\$189,734.76 is available.

SUMMARY OF EXPENDITURE					
Item	Lunch Tarif (3x400,00)	Overnight Allowance (2x1000,00 (1))	Accommodation (2x1000,00 (1))	Transport cost (N\$5.00/ km)	Total
Overnight allowance in Windhoek (N\$2000.00) x 3	N\$1200.00	N\$6000.00	N\$6000.00		N\$13,200.00
Mayor PA to the Mayor Driver					
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS					N\$13,200.00



MINISTRY OF EXTERNAL AFFAIRS

To mark the 77th Republic Day of India

The High Commissioner of India

and

Mrs. Elena Shrivastava

request the pleasure of the company of

Cllr. Suama Kautondokwa

at a reception

on Monday, 26 January 2026 at 1800 Hrs at

Windhoek International Convention Centre,

Mercure Hotel (Formerly Safari Hotel)

RSVP: hcoff.windhoek@mea.gov.in
or 061226038 / 0813782668

Dress: National / Formal

(This invitation is not transferable. Kindly carry this invitation.)

11.1.23

MUNICIPAL CELEBRATION OF INDEPENDENCE DAY

(C/M 2026/03/05 - 13/3/1/1)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **9.2** page **06** refers.

A. This item was submitted to the Management Committee for consideration:**Background**

Namibia became independent on **21 March 1990**, and this day is celebrated nationwide. The main event is hosted by the government in a different town annually. Namibians celebrate the event at sports stadiums, community halls, and schools, and they dress in their traditional attire and demonstrate their traditional dances and cultural performances.

It has become a norm that companies allow their employees to wear traditional attire to work on/ before the day of Namibia's Independence celebration.

During 2025, a well-attended Municipal Independence Day Celebrations took place on **Friday, 28 March 2025**, outside the Municipal Office building. The belated Independence Day was celebrated by having sales of traditional cuisine and live traditional performance activities. The **Kavango Traditional Group** scooped the floating trophy for the year 2025. This trophy will be awarded to best performing traditional group for the year 2026. *No prize money, medals, or gifts are awarded.*

Request to host the municipal belated Independence Day celebrations.

Namibia's 36th Independence Day will take place on Saturday, **21 March 2026**. It is hereby proposed to the host municipal belated Independence Day on Friday, **27 March 2026**.

The following activities are proposed for the event:

- *All municipal employees celebrate Namibia's belated Independence Day on Friday, **27 March 2026**, at the Municipal Head Office from **11H30 - 16H00**.*
- *The municipal offices be closed after **11H30** on **27 March 2026**, although the essential/ emergency services will be on standby.*
- *Employees present at the event should be provided with refreshments (cooldrink and water).*
- *Employees who are not going to attend the event should apply for annual leave.*
- *The public must be informed about the closing hours of the municipal offices and be invited to attend the event (various media platforms must be used).*
- *The representatives from the various cultural groups should meet regularly to discuss the proceedings and to prepare their traditional performances.*
- *Participating traditional groups should prepare and sell traditional cuisine. Cultural displays / stalls can be set up at the parking area in front of the head office building. Sufficient seats and bins should be provided, and the area must be kept clean at all times.*
- *The floating trophy be awarded to the best performing traditional group at the event.*

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

RECOMMENDED:

- (a) That permission be granted to Municipal employees to celebrate the belated 36th Independence celebrations on Friday, 27 March 2026, 11H30 at the Municipal Office building.
 - (b) That the Municipal Offices be closed at 11H30 on 27 March 2026, and that essential and emergency services be on standby.
 - (c) That the public be informed about the closing hours of municipal offices via the different media platforms.
 - (d) That permission be granted to all employees from different traditional groups prepare themselves to perform traditional activities and sell traditional cuisines.
 - (e) That three hundred (300) chairs and twenty (20) tables be arranged outside for the seating of the audience.
 - (f) That the Health Services and Solid Waste Management Department provides sufficient bins for the event and ensures that the area is always kept clean.
 - (g) That refreshments be provided to each municipal employee present at the event, and the expenses for refreshments valued at N\$7 091.73, be defrayed by the Publicity Vote: 150515533000, where N\$ 63 641.891 is available.
-

**INDEPENDENCE CELEBRATION 2025
THE KAVANGO CULTURAL GROUP WON THE FLOATING TROPHY.**



**PHOTO: TRADITIONAL GROUP PERFORMANCES
OVAHEREO GROUP**



OVAWAMBO GROUP



DAMARA GROUP



TRADITIONAL STALLS AND CUISINES:







02107870105001

Monday 19 January, 2026

09:46:25

METRO C&C SWAKOPMUND

MCHUGH STREET
INDUSTRIAL AREA
SWAKOPMUND
PO BOX 1417 WINDHOEK

Quotation

Name	<COD> - <COD>	Phone	
Address	SWAKOPMUND MUNICIPALITY	Fax	
Code		E-Mail	
		Quotation No.	105#003180
		Tracking No.	107870 105001
		Dated	2026/01/19 09:45:56
		Expiry Date	2026/01/19 23:59:58
		User	GINA GOSES 52

Code	Description	Unit Price	Qty	Disc	Total
6001240239483	LIQUIFRUIT CAN MANGO/ORANGE 24 x 300ML (24X300M	313.99	5.00	0.00	1569.95
5449000257024	FANTA ORANGE CAN VARIANT 24 x 300ML (24X300ML)	278.99	5.00	0.00	1394.95
5449000256829	COKE REGULAR CAN 24 x 300ML (24X300ML)	267.99	4.00	0.00	1071.96
5449000140296	BONAQUA PREMIUM STILL WATER PET 24 x 500ML (4X	234.99	13.00	0.00	3054.87
Total			27.00	NS 0.00	NS 7 091.73

Remarks	Signature	Accept
	Date	Date

Account
Details

11.1.24

REVIEW OF UNUSED MINING LICENCE AREAS WITHIN THE SWAKOPMUND TOWNLANDS FOR URBAN DEVELOPMENT PURPOSES

(C/M 2026/03/05 - 17/1/3/4)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **10.1** page **03** refers.

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

1. Background Information

The Salt Company has conducted salt mining operations in the Swakopmund area for several decades and currently operates under Mining Licence ML66J, which was renewed on 1 April 2019 in terms of the Minerals (Prospecting and Mining) Act, 1992 (Act 33 of 1992). A substantial portion of the Mining Licence area lies within the Swakopmund Townlands, which are owned by the Municipality of Swakopmund.

Council's relationship with the Salt Company regarding surface land use is governed by a Memorandum of Agreement concluded in 1973 and subsequently amended and implemented through Council resolutions in 1991 (attached as Annexure A). The agreement regulates surface occupation and compensation for mining activities within the townlands. The area in question is located east of the old Henties Bay Road and measures approximately 756 hectares.

Council previously approved, in principle, a proposal by the Salt Company (Pty) Ltd at its Ordinary Meeting held on 30 August 2021, relating to the purchase of mining areas K and L and, in return, the request for the reduction of the Mining Licence area east of the Henties Bay Road, subject to conditions (Council meeting minutes attached).

Considering the current land-use dispute and the need to align mining and municipal development objectives, the implementation of this resolution requires reconsideration.

1.1 Existing Surface Rights Agreement

In terms of the Memorandum of Agreement of 1991:

- Council remains the registered landowner
- The Salt Company was granted surface occupation rights for mining and prospecting
- Compensation was set at R10.00 per month (R120.00 per annum)

The agreement expressly provides that:

Where the Municipality reasonably requires extending township development into the mining or prospecting areas, the compensation arrangement shall be revised to account for the interruption or loss of surface occupation rights.

1.2 Problem Statement

The Municipality of Swakopmund is in the process of planning and facilitating urban development within the Swakopmund Townlands, located east of the old Henties Bay Road. This area has been identified for future

development in accordance with the Swakopmund Structure Plan (2020-2040) and the Municipality's long-term growth and land demand requirements.

In a letter dated 14 October 2025, the Salt Company formally objected to Council's proposed development within this area, alleging that such development does not comply with the Minerals (Prospecting and Mining) Act, 1992 (Act 33 of 1992).

The objection is based on the fact that the proposed development area falls within the boundary of Mining Licence ML66J, and on the company's interpretation of Section 52(1)(d)(iii) of the Act, which refers to restrictions on mining activities within 300 metres of surveyed township boundaries.

The Salt Company's position is that the existence of the Mining Licence limits or prevents Council from proceeding with development within the licensed area, despite the land in question having remained unused for mining purposes for an extended period.

This has resulted in a dispute between the Municipality and the Salt Company regarding the use of land within the Swakopmund Townlands, specifically whether unused portions of a mining licence area may be retained indefinitely for potential future mining, or whether such land may be released to enable municipal development in the public interest.

The matter is further influenced by the existence of a historical surface rights agreement between Council and the Salt Company, which anticipates township expansion and provides for the revision of surface occupation and compensation arrangements where municipal development becomes necessary.

Council is therefore required to determine an appropriate, lawful, and balanced approach that allows for urban development to proceed while addressing the concerns raised by the Salt Company and ensuring compliance with applicable legislation and agreements.

Attachments:

Annexure A"	:	<i>Council resolutions and Agreement 1991</i>
Annexure B"	:	<i>Letter from the Salt Company and GM: EPS</i>
Annexure C"	:	<i>Response Locality Map</i>
Annexure D"	:	<i>Council Minute C/M 2021/08/30 - 16/1/3/4</i>

2. Discussion

2.1 Status of Land Ownership and Existing Agreement

The agreement granted the Salt Company surface occupation rights for mining and prospecting activities on specified portions of municipal land, subject to the payment of compensation. Importantly, the agreement expressly recognises that the Municipality may, at a future stage, require portions of this land for township expansion. In such an event, the agreement provides for a revision of compensation to account for the interruption or loss of surface occupation rights.

The agreement, therefore, does not grant permanent or exclusive control of municipal land to the Salt Company. Instead, it establishes a framework that

allows mining activities to coexist with future urban development, subject to review and adjustment as circumstances change.

2.2 Mining Licence and Surface Land Use within Townlands

The Salt Company currently holds a valid Mining Licence issued in terms of the Minerals (Prospecting and Mining) Act, 1992. The Mining Licence authorises the extraction of minerals within a defined area but does not transfer ownership of land or override municipal land-use planning functions. Where a mining licence area overlaps with townlands, mining activities remain subject to:

- *existing surface rights agreements,*
- *municipal planning requirements, and*
- *applicable development frameworks.*

The Municipality retains responsibility for land-use planning, housing provision, and infrastructure development within its jurisdiction.

2.3 Objection Raised by the Salt Company

In its letter dated 14 October 2025, the Salt Company raised concern that Council's proposed development at Mile 4 may not comply with Section 52 of the Minerals (Prospecting and Mining) Act, 1992, specifically regarding the 300-metre restriction near township boundaries.

This provision regulates how close mining activities may occur to surveyed township areas. It does not prohibit a local authority from developing its own land, nor does it prevent Council from planning or extending township development within municipal boundaries.

This provision intends to protect townships from potential impacts associated with mining activities, rather than to reserve undeveloped land indefinitely for mining purposes where no active mining is taking place.

2.4 Current Land Use and Municipal Development Needs

A significant portion of land east of the Henties Bay Road, measuring approximately 700-756 hectares, has remained unused for mining purposes for an extended period. At the same time, the Municipality is experiencing increasing pressure to make land available for urban expansion.

The Swakopmund Structure Plan (2020-2040) identifies areas suitable for future urban development as well as areas where mining activities should be confined. Aligning land use with the Structure Plan would promote orderly development while allowing mining operations to continue in areas that are actively utilised. The existing agreement with the Salt Company already anticipates such a scenario and provides a mechanism for adjusting compensation where municipal development becomes necessary.

2.5 Need for Institutional Review and Alignment

Given the age of the existing agreement, changes in legislation, the expansion of the town, and the renewal of the Mining Licence in 2019, it is prudent for Council to ensure that:

- *the current legal position is clearly understood,*

- *all decisions are procedurally sound, and*
- *future actions are aligned with both municipal planning objectives and national legislation.*

3. Conclusion

The Swakopmund Townlands remain the property of the Municipality of Swakopmund. The Salt Company's Mining License grants mineral extraction rights only and does not confer ownership or authority over municipal land.

The company's reliance on Section 52(1)(d)(iii) of the Minerals Act is misplaced, as that provision restricts the license holder, not the landowner.

Furthermore, the lease agreement, dating back to 1991 at N\$120.00 per annum, is no longer economically viable. Council is fully entitled under the Local Authorities Act to review and revise the terms of the lease to ensure fair value for municipal assets.

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

RECOMMENDED:

- (a) **That Council authorises the General Manager: Engineering Services, in consultation with the General Manager: Corporate Services and Human Capital, to re-engage with the Salt Company regarding the future use of the unused land east of the old Henties Bay Road within the Swakopmund Townlands, with a view to enabling an orderly and cooperative approach to future land-use planning and municipal development in the area.**
 - (b) **That the Ministry of Industry, Mines and Energy be engaged regarding the matter under point (a) above.**
 - (c) **That Council directs that municipal planning processes for the portion of land east of the old Henties Bay Road, measuring approximately 700-756 hectares, and surrounding townlands continue, subject to statutory approvals and the outcome of the engagement and consultation processes.**
 - (d) **That Council resolution dated 30 August 2021 relating to the proposal by the Salt Company (Pty) Ltd for the purchase of mining areas K and L, fencing of the mining property, and reduction of the lease area (Council Minute C/M 2021/08/30 - 16/1/3/4), which was approved in principle subject to conditions, be placed on hold pending the resolution of the current land-use dispute between the Municipality of Swakopmund and the Salt Company regarding development within the Swakopmund Townlands.**
 - (e) **That no further action be taken in respect of the implementation of the above-mentioned resolution, including land sale, rezoning, consolidation, or amendment of lease agreements, until Council has received and considered:**
 - *the outcome of the legal and administrative review; and*
 - *clarity on the extent and future alignment of Mining Licence ML66J with municipal land-use planning and development requirements.*
-

- 70/91 -

- (ii) land subdivision, including survey, cancellation/reimbursement of conditions, survey and registration of servitudes and all other costs of executing all and any other disciplines required to finalize the transaction; and
 - (iii) transfer costs;
 - (c) the land concerned shall only be used for purposes of mining and/or aqua farming and/or guano processing, including usages that are usually ancillary to or reasonably necessary in connection with the main uses specified;
 - (d) ownership of services (water and electricity supply lines) on the land concerned shall remain vested in the present owners and all standing agreements, etc in this regard shall remain in force in accordance with the conditions contained in such agreements.
 - (e) That the area east of the main road, +/- 723,8538 ha (brown hatching on the map on file) be leased to Messrs Salt Co (Pty) Ltd on the same conditions as set out in the existing agreement of lease, a copy of which is attached hereto.
-

E/K/87/72
JSK/HO'B

- 71/91 -

MEMORANDUM OF AGREEMENT

between

THE COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND

and

SOUTH WEST AFRICA SALT COMPANY (PROPRIETARY)
LIMITED

and

CRYSTAL SALT (PROPRIETARY) LIMITED

MEMORANDUM OF AGREEMENT

made and entered into by and between

THE COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND

represented herein by *HERMANN MARTIN GEORG DEETLEFS*
in his capacity as MAYOR and *WESSEL MATHYS VAN NIEKERK*
in his capacity as TOWN CLERK, as such representing
the said Municipality in terms of Section 267 of
Ordinance No. 13 of 1963.

(hereinafter referred to as "the Municipality")

of the FIRST part;

and

SOUTH WEST AFRICA SALT COMPANY (PROPRIETARY)
LIMITED

represented herein by *RUDOLF KLEIN*
in his capacity as a Director of the said Company,
he being duly authorised hereto by virtue of a
Resolution of Directors of the said Company,
passed at SWAKOPMUND on the *16th* day of
JANUARY 1973.1974

(hereinafter referred to as "Salt Company")

of the SECOND part;

/ and

R.K. Klein
S. Mathys van Niekerk

R.K. Klein
S. Mathys van Niekerk

R.K. Klein

and

CRYSTAL SALT (PROPRIETARY) LIMITED

represented herein by *JUERGEN KASIN*
in his capacity as a Director of the said Company,
he being duly authorised hereto by virtue of a
Resolution of Directors of the said Company,
passed at SWAKOPMUND on the *16* day of
JANUARY *1973.1974*

(hereinafter referred to as "CRYSTAL").

of the THIRD part.

WHEREAS the Municipality is the registered owner of
certain property known as Swakopmund Town Lands No. *41*
situate in the District of Swakopmund;

AND WHEREAS Salt Company is the registered
owner of the Mining Areas PANTHER No. 35 and PANTHER II No. B1,
portion of which mining areas are situate on the aforesaid Swakopmund
Town Lands;

AND WHEREAS Salt Company is the registered owner
of Prospecting Claims with Ordinal Numbers 223 to 229 inclusive,
230 and 231 to 255 inclusive and registered Numbers 28952 to 28953
inclusive, 37970 to 37974 inclusive, 37975 and 42844 to 42868 inclusive,
situate on the aforesaid Swakopmund Town Lands;

AND WHEREAS Crystal is the registered owner of the
Mining Areas Halo 1 and Halo 2, situate on the aforesaid Swakopmund
Town Lands;

AND WHEREAS the Municipality have required from Salt Company payment of compensation in terms of Section 67 of the Mines, Works and Minerals Ordinance, 1968;

AND WHEREAS the parties hereto have agreed upon the amount of such compensation to be paid.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:-

(1)

As full and complete compensation in terms of the Mines, Works and Minerals Ordinance, 1968, in respect of all operations as may now or may hereafter be conducted by Salt Company or Crystal on the Mining Areas PANTHER No. 36 and PANTHER II No. 81, the said claims or the Mining Areas Halo 1 and Halo 2, all situate in the District of Swakopmund, Salt Company and Crystal shall jointly pay to the Municipality the sum of TEN RAND (R10,00) per month, payable annually in advance.

(2)

This Agreement shall be deemed to have come into operation on the 1st day of April, 1973.

(3)

Payment of the compensation referred to in Paragraph (1) of this Agreement shall in the first instance be effected for the period 1st April, 1973 to 31st December, 1973 and shall thereafter be payable annually in advance on or before the 1st day of January of

R.R.P.

/each

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each year, payable for the first time on or before the 1st day of January, 1974. Upon signature of this Agreement, Salt Company and Crystal shall jointly pay to the Municipality the sum of NINETY RAND (R90,00) being the compensation payable for such first mentioned period.

(4)

The amount of compensation determined by this Agreement shall continue to be paid until such time as the Municipality shall reasonably require to extend its area of township development to the aforementioned mining areas and/or prospecting claims. In such event the amount of compensation payable by Salt Company and/or Crystal shall be revised so as to compensate the Municipality for the total or partial interruption of the right of occupation of the land comprising the said surface rights; such revised compensation to be determined by agreement between the parties.

(5)

In the event of the parties failing to agree upon the revised compensation payable in terms of the preceding paragraph, the amount of compensation payable shall be determined by a Board of Adjudication to be constituted in terms of Section 68 of the Mines, Works and Minerals Ordinance, 1968, out pending such determination Salt Company and Crystal shall be entitled to continue their mining operations on the said mining areas.

/ THUS

RRI

[Handwritten signatures and initials]

28

- 76/91 -
- 5 -

THUS DONE and SIGNED by the MUNICIPALITY AT SWAKOPMUND
 on the _____ day of _____ 18 JAN 1974 in the presence of the
 undersigned Witnesses:



AS WITNESSES:

1. [Signature] [Signature]
MAYOR
2. [Signature] [Signature]
TOWN CLERK

THUS DONE and SIGNED by SALT COMPANY at SWAKOPMUND
 on the 16TH day of JANUARY 1974, in the presence of the
 undersigned Witnesses:-

AS WITNESSES:

1. [Signature] SOUTH WEST AFRICA SALT COMPANY
(PROPRIETARY) LIMITED
2. [Signature] [Signature]
DIRECTOR

THUS DONE and SIGNED by CRYSTAL at SWAKOPMUND on the 16TH day
 of JANUARY 1974, in the presence of the undersigned Witnesses.

AS WITNESSES:

1. [Signature] CRYSTAL SALT (PROPRIETARY)
LIMITED
2. [Signature] [Signature]
DIRECTOR.

LETTER FROM SALT COMPANY

ANNEXTURE B

Dear

SALT COMPANY (PTY) LTD

Mr. A Benjamin
Chief Executive Officer
Municipality of Swakopmund
Tel: +264 64 410 4111

Mr. Adams
see clearly
to MKE -
he has the
staff
Card approval
for renewal
of the
Move the
card!



Mr Benjamin

We would just like to enquire if you are aware that the new development at Mile 4 do not comply with the Minerals Act 33 of 1992

52. Restrictions on exercise of rights by holders of mineral licences.

(i) The holder of a mineral licence shall not exercise any rights conferred upon such holder by this Act or under any terms and conditions of such mineral licence-

(d) in, on or under any private or State land -

(iii) within a horizontal distance of 300 metres from any point on the nearest boundary of any erf defined in section 1 of the Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963) if such erf has been surveyed for the purpose of inclusion in a township as defined in that section, or

without the prior permission in writing of the owner of such land, and, in the case of land referred to in subparagraph (iv) of the holder of a mineral licence who has erected or constructed such accessory works on which it is proposed to exercise such right

As landowner and mining license holder we just feel it is our obligation to bring your attention to this matter so it does not affect our relationship with the Ministries in the future

Kind Regards,

[Signature]
Detlef Klein
Managing Director
14 10 2025

PA
Please send out
the letter

[Signature] 20 11 2025

Salt Company (Pty) Ltd
PO Box 42 Swakopmund, NAMIBIA
31 Mandume Ya Ndemufayo Street
Tel: +264 64 402611 Fax: +264 64 405414
Email: saltco@saltco.com.na

Salt Company (Pty) Ltd
PO Box 42 Swakopmund, NAMIBIA
31 Mandume Ya Ndemufayo Street
Tel: +264 64 402611
Email:

DIRECTORS: D. KLEIN DD. KLEIN





204 54 410 4111 | swakmun@swakopmund.com.na | P.O. Box 63, Swakopmund, Namibia

Ref: 17/1/3/4

Enquiries: *Clarence McClune*

16 October 2025

Managing Director
Salt Company (Pty) Ltd.
P O Box 42
SWAKOPMUND
13001
Namibia

saltco@saltco.com.na

Attention: Mr D. Klain

Dear Sir,

SALT COMPANY (PTY) LTD'S PROPERTY AND MINING LICENCE

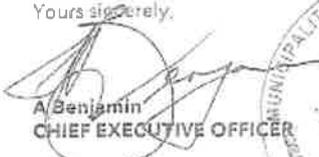
Over the past months, we have been receiving several communications from yourself and other entities regarding the Salt Company (PTY) Ltd's property and mining licence.

We take note of your claims and actions taken to secure your property and the land that fall under mining licence ML66 but will also want to inform you that your communication and actions are hampering development and the growth of the town.

We would also like to inform you that we are in the process of engaging with the Ministry of Mines and Energy on to investigate your mining licence, ML66, as this does pose developmental challenges for the town.

Should you have any further enquiries please do not hesitate to contact the General Manager: Engineering and Planning Services, Mr C McClune, at telephone number (064) 4104400 or via email townengineer@swkmun.com.na.

Yours sincerely,


A Benjamin
CHIEF EXECUTIVE OFFICER

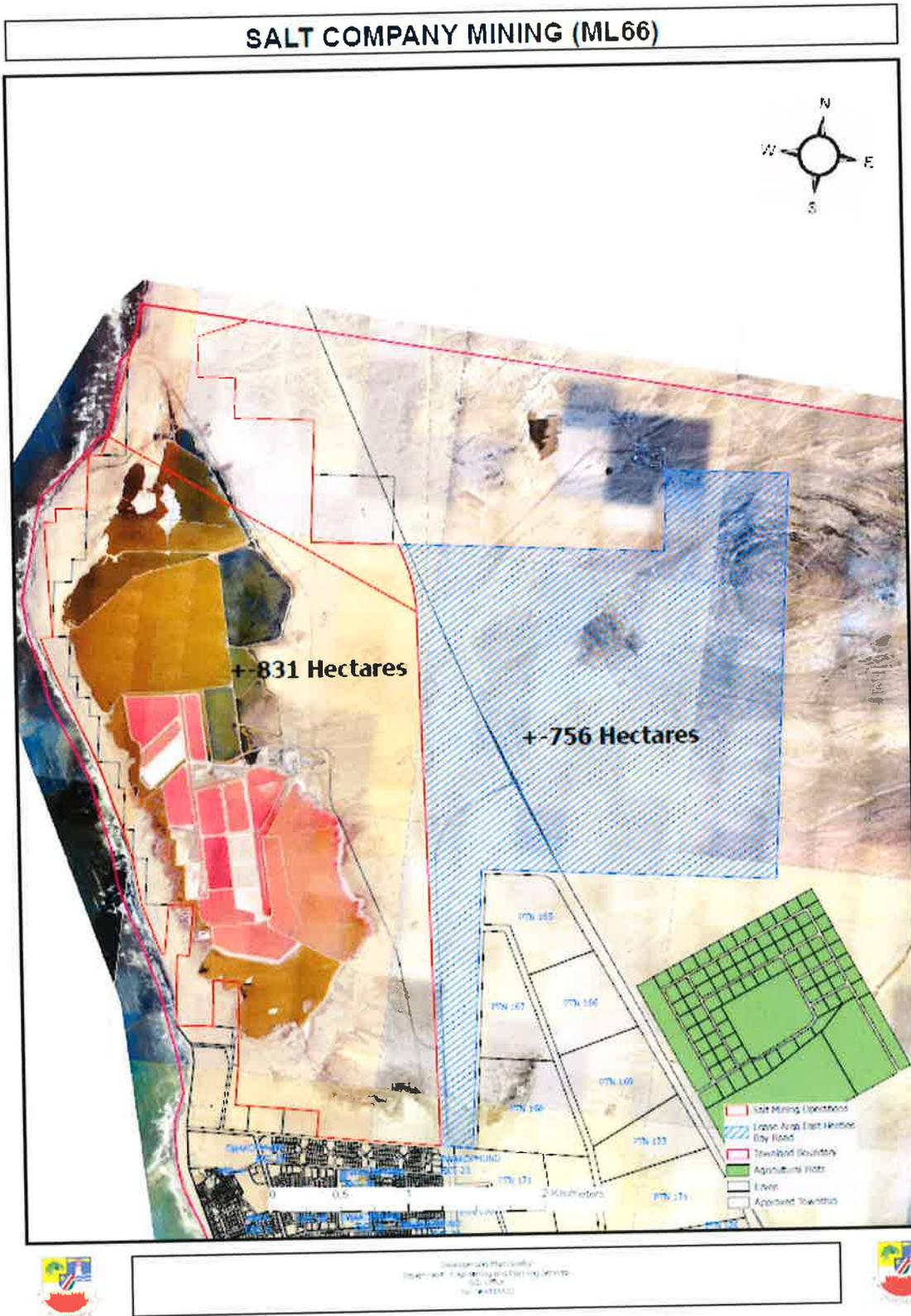
CCM/vro

Copy: General Manager: Engineering and Planning Services



LOCALITY MAP

ANNEXTURE C



11.1.16 **PROPOSAL BY SALT COMPANY (PTY) LTD:**

- Purchase Of Mining Areas K And L
- Fence-Off Of The Mining Property
- Reduction Of Lease Area

(C/M 2021/08/30 - 16/1/3/4)

CO: P GM: EPS Acting GM: CSHC

RESOLVED:(a) **That the application of Messrs Salt Company Pty (Ltd) to purchase portions "K" and "L" be approved in principle, subject to the following conditions:**

- (i) *That ownership of the affected sites be verified first before effecting the sale and following planning and cadastral procedures.*
- (ii) *That the relevant diagrams indicating the intended changes be submitted to confirm the size of the portions by which the lease area will be reduced.*
- (iii) *That Portions labelled K and L be rezoned from "undetermined" to "special" and subsequently be consolidated with the Salt Company's Property and all costs be for the applicant's account.*
- (iv) *That a survey diagram depicting the resource area, i.e. the limestone mining area be submitted to Council for consideration and approval.*
- (v) *That the current mining lease area be reduced and confined to the resource area as per the Swakopmund Structure Plan 2020 - 2040.*
- (vi) *That the lease agreement be amended simultaneously.*
- (vii) *That Council's valuator and 2 additional valuers be requested to evaluate portions "K" and "L" to determine the purchase price.*
- (viii) *That Salt Company (Pty) appoints a Town Planner at their cost to attend to the statutory processes.*
- (ix) *That Salt Company (Pty) appoints a Consultant to attend to the Environmental Impact Assessment in terms of the Environmental Management Act, Act 7 of 2007 as amended.*
- (x) *That all costs relating to the transaction and statutory processes be for the account of the purchaser, such as (but not limited to) the advertising of the sale, consolidation, EIA, the appointment of the land surveyor and the payment of the transfer costs.*



11.1.25 **IDENTIFICATION, SUBDIVISION, AND REGISTRATION OF LAND FOR THE ESTABLISHMENT OF AN INTERNATIONAL CONVENTION CENTRE**
(C/M 2026/03/05 - 17/1/4/2/1/12, 17/1/4/2/1/14)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **10.2** page **20** refers.

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

1. **Purpose**

The purpose of this submission is for Council to confirm the identification of a site proposed by the Investment Coordination Committee (hereinafter ICC) for the establishment of an international convention centre and related accommodation.

2. **Introduction**

The proposal / idea of identifying land for the establishment of an international convention centre with the capacity to host various large international functions was raised at various internal forums of Council in support of Council's Tourism and Investment developmental pillar.

In particular, the need for such a centre was discussed at a collaboration meeting with the National Investment & Promotion Development Board (hereinafter "NIPDB") on **10 April 2025**.

NIPDB pointed out the magnitude of such a business venture and the need for the development and operation to be subsidized for a minimum period of 3 years to make it a viable development concept. The various ancillary benefits of such a venture on not only the local, but also the national economy were pointed out.

This matter was discussed at the ICC on **12 November 2025** and on **05 February 2026**.

3. **Locations / Sites Considered by the ICC**

Discussion of this venture was held at the ICC, at which meetings various possible sites and the effect of each on the current business nodes and the possible exclusion of most business nodes as the convention centre will establish a separate business nucleus, were considered.

Due to Swakopmund's large geographic size and relatively small business / industrial sector to serve a large population, it is necessary to carefully consider the location of an international convention centre. The size of the portion of land required to accommodate the centre, parking, and related businesses such as currency exchange, tourist shops, booking offices, gyms, health and beauty, and accommodation will also play a crucial role in its success / failure.

The following scenic locations were considered:

- 3.1 at the current mari-/aquaculture area with sea frontage (**Annexure "A"** is a layout and diagram of the subject portion); or
- 3.2 to the north of the B2 and C28 intersection overlooking the moon landscape (**Annexure "B"**); or

- 3.2 A portion of land on the banks of the Swakop River (**Annexure "C"**) would be preferable.

As an alternative and to revive the town centre:

- 3.3 Erf 8677, Swakopmund (consolidated Erven 466, 444, and 779) can also be considered and might result in a cooperative development between a private developer and TransNamib (the owner of the land). A meeting regarding the future private development of this erf is scheduled for Tuesday, **17 February 2026 (Annexure "D")**.

On **05 February 2026**, the ICC concluded to propose to Council Farm 265 located at the aquaculture area (53 823m²), which is zoned "Aquaculture". Ownership of Farm 265 vests in Council in terms of CRT T 3531/2021 held by Government Grant No 25/1935.

4. **Conclusion**

It is proposed that Council endorses the identification of Farm 265 as a suitable site for the establishment of an international convention centre and auxiliary uses.

That expressions of interest are to be invited from entities for the project that comply with the requirements of the Investor Proposal Checklist (**ANNEXURE "E"**) and are subject to due diligence review by the NIPDB.

Once the expressions of interest are received, reviewed, and vetted by NIPDB, the matter be resubmitted to Council to consider favourable conditions of sale and timelines, subject to approval by the Ministry of Urban and Rural Development.

It is further proposed that the Planning Department attends to the rezoning of Farm 265 to a suitable business zoning.

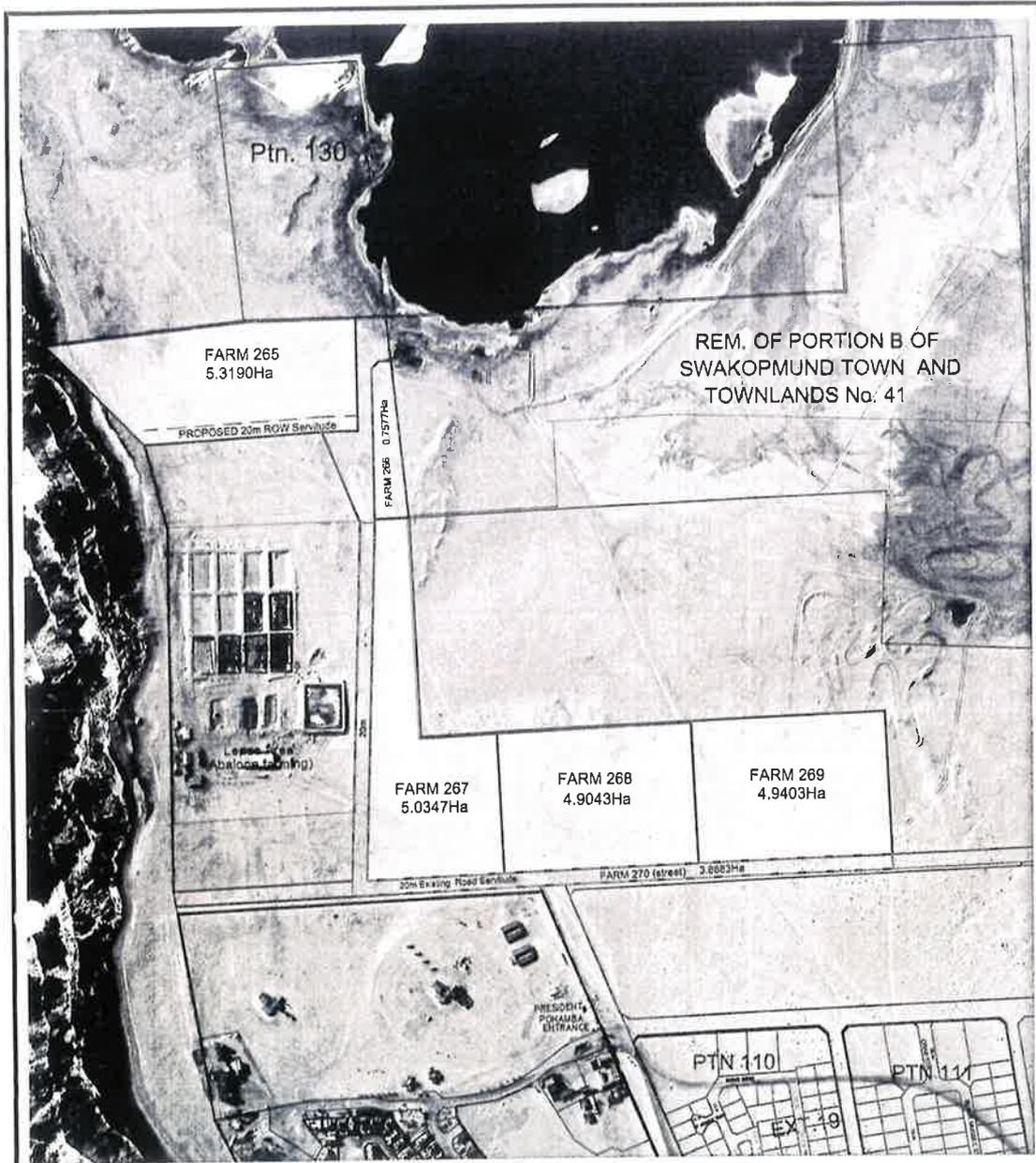
B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) **That Council endorses the identification of Farm 265 as a suitable site for the establishment of an international convention centre and auxiliary uses.**
- (b) **That expressions of interest be invited from entities for the project, including a feasibility study complying with the requirements of the Investor Proposal Checklist and subject to due diligence review by the NIPDB.**
- (c) **That the prequalified entities identified as a result of (b) above, be subjected to a second round of selection based on the following criteria:**
 - (i) ***purchase / financial proposal***
 - (ii) ***design proposal***
 - (iii) ***experience in the field***
 - (iv) ***capacity and specifications of facilities***
 - (v) ***timelines***
 - (vi) ***technical teams***

- (d) That after points (b) and (c) above are completed, the matter be resubmitted to Council to consider allocation to the preferred bidder, subject to compliance with the Local Authorities Act, Act 23 of 1992, as amended (publication for objections) and subsequent approval by the Ministry of Urban and Rural Development.**
 - (e) That the Planning Department attends to the rezoning of Farm 265 to a suitable business zoning.**
-

ANNEXURE "A"
MARI-/AQUACULTURE AREA



SUBDIVISION OF THE REMAINDER OF PTN. B OF SWAKOPMUND TOWN AND TOWNLANDS NO.41 INTO 6 PORTIONS (FARM 265 TO FARM 270) AND REMAINDER

SCALE: 1: 5000

DATE: JULY 2017

DRWG NO: SWP/MARICULTURE

LEGEND:

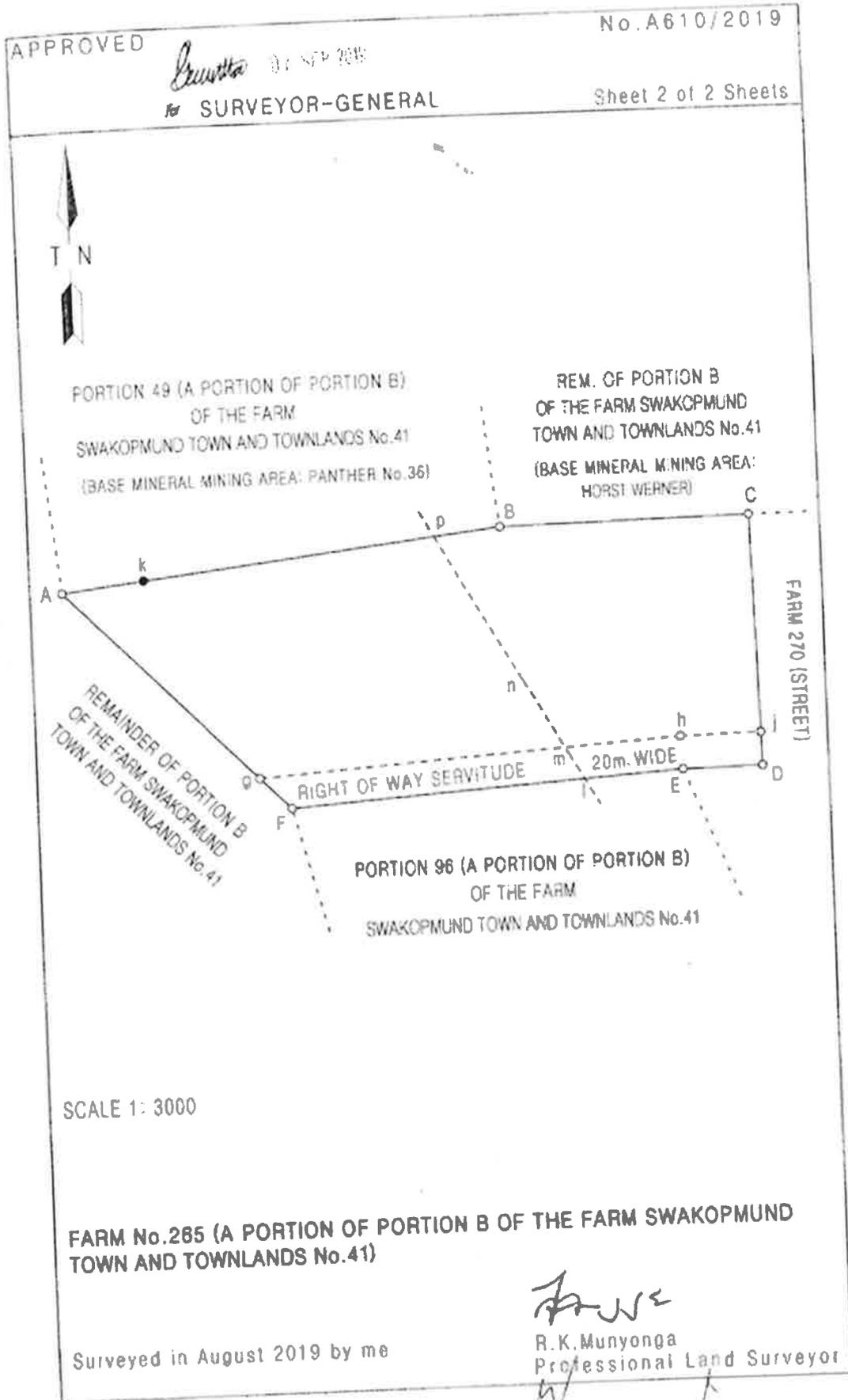
-  LOCAL AUTHORITY
-  UNDETERMINED
-  ROAD SERVITUDE
-  SEWER LINE
-  PROJECT BOUNDARY



WINPLAN

Tel: (081) 248 781, Fax: (081) 248 963
P O Box 807 81, Klein Windhoek, Namibia
1 Jan Jonker Road, Klein Windhoek, Namibia

APPROVED		No. A610/2019				
 for SURVEYOR-GENERAL		Sheet 1 of 2 Sheets				
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: 22/15 X		DESIGNATION		
AB	268,50	263.41.20	A	+49 317,97	+68 254,70	2307M
BC	150,45	269.03.40	B	+49 051,10	+68 225,18	2308M
CD	151,91	358.58.30	C	+48 900,67	+68 222,72	265C
DE	48,68	89.03.40	D	+48 897,95	+68 374,60	265D
EF	237,95	06.23.40	E	+48 946,62	+68 375,40	ED2
FA	190,60	135.23.00	F	+49 184,10	+68 390,37	ED1
SERVITUDE DATA:						
Fg	26,50	135.23.00	F			ED1
Oh	255,81	266.23.40	g	+49 202,72	+68 371,50	Ser1
hj	49,11	269.03.40	h	+48 947,41	+68 355,41	Ser2
id	20,00	358.58.30	i	+48 898,30	+68 354,61	Ser3
INDICATORY DATA:						
kA	49,93	83.41.20	k	+49 268,34	+68 249,21	LB2307oi
				+48 257,52	+68 751,74	LB1526M
				+48 844,38	+74 891,14	LEUCHTTURM
DESCRIPTION OF BEACONS: A Not beaconed B Standard mine beacon C to F, g to j 16mm iron peg k 25mm iron peg in concrete, next to a concrete block LB1526M Standard mine beacon LEUCHTTURM Lighthouse SERVITUDE NOTES: 1. The line imnp represents the center line of a servitude for an underground electric cable, 5 metres wide, vide diagram No. A422/94. 2. The line DEF represents the southern boundary of a right of way servitude, 20 metres wide up to g, as shown. The figure A B C D E F represents 5,3823 hectares of land, being FARM No.265 (A PORTION OF PORTION B OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS No.41) Situate in the Municipal area of Swakopmund Registration Division G Erongo Region, Namibia						
Surveyed in August 2019 by me				 R.K. Munyonga Professional Land Surveyor		
This diagram is annexed to		The original diagram is		S.R. No. E180/2019		
No. T 3531 / 2021		No. A50/35		Noting Plan: MD-6A		
d.d. 2021-06-11		annexed to		File No. G41		
Registrar of Deeds		Grant No. 25/1935				

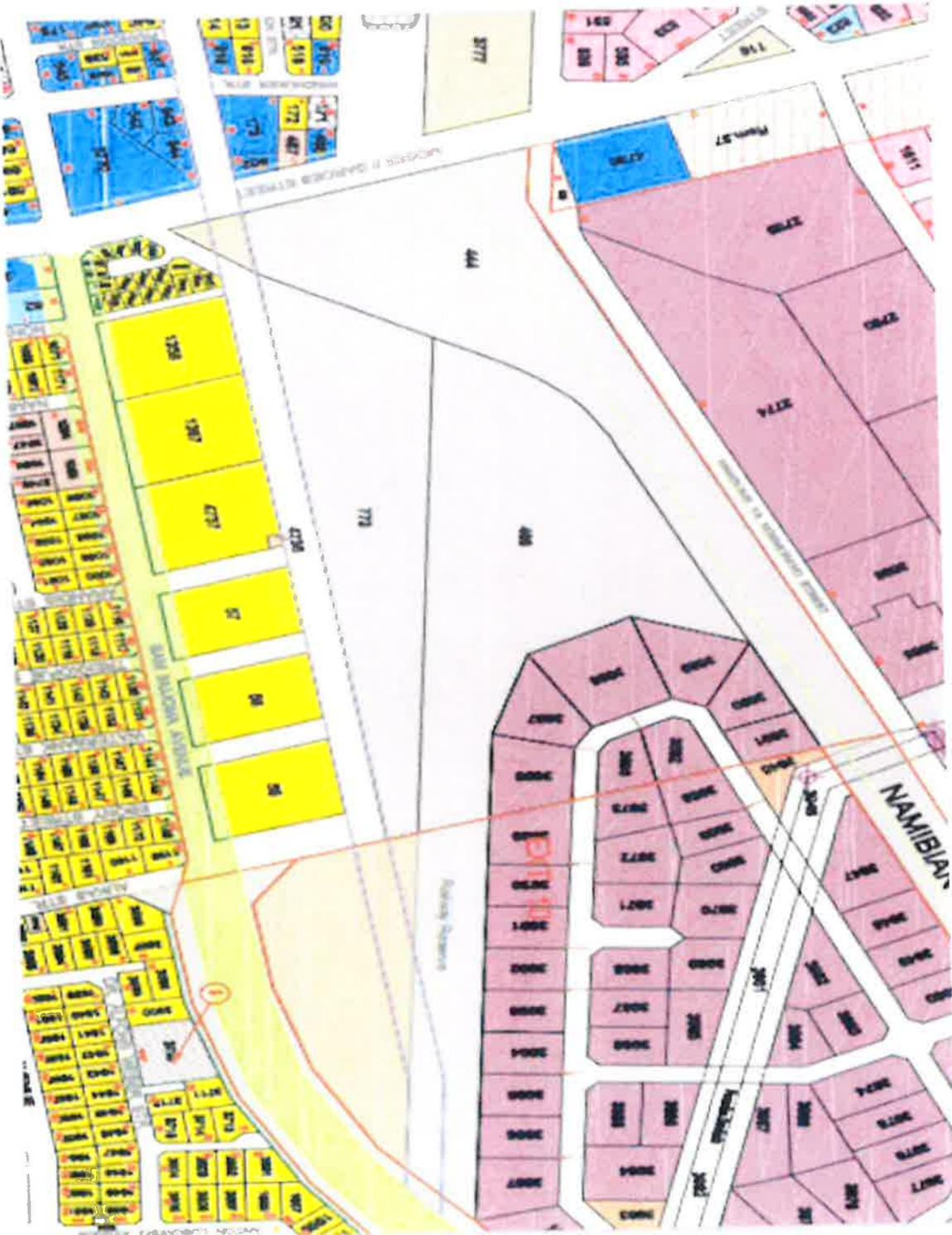


ANNEXURE "B"

NORTH OF THE B2 ROAD OVERLOOKING THE MOON LANDSCAPE



ANNEXURE "D"
ERF 8677, SWAKOPMUND - TRANSNAMIB



INVESTORS PROPOSAL CHECKLIST



INVESTOR PROPOSAL CHECKLIST

1. Company Information:

- Detailed overview of the company, including its history, mission, and vision. As well as an overview of the investor's relevant experience in similar projects.
- Organizational structure and key personnel. Along with the Profiles of professional firms or consultants involved in the project.
- Documentation of permits, licenses, and approvals obtained or in process.
- Legal documentation (e.g., articles of incorporation, business registration).
- Confirmation of compliance with all relevant legal and regulatory requirements.

2. Project Proposal:

- Comprehensive business plan outlining the project goals, objectives, and strategies.
- Description of the proposed project, including scope, location, and size.
- Analysis of market demand and feasibility studies supporting the project.

3. Financial Information:

- Projections for revenue, expenses, and cash flow for the project's duration.
- Details of funding sources and investment structure.

4. Environmental Impact Assessment:

- Assessment of the project's potential environmental impact.
- Plans for environmental mitigation and sustainability measures.

5. Risk Analysis:

- Identification and analysis of potential risks and challenges associated with the project.
- Mitigation strategies and contingency plans.

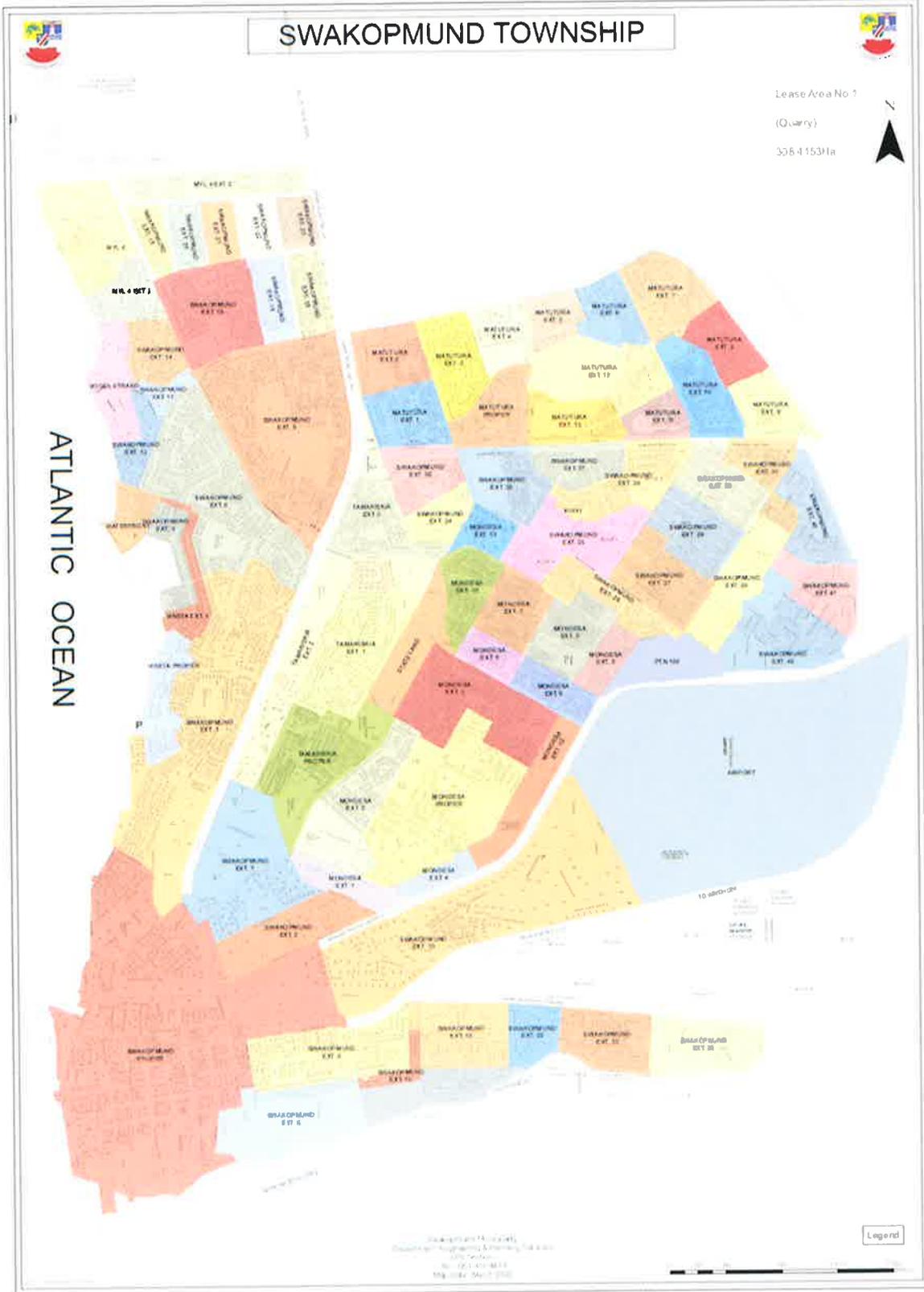
6. Timeline and Milestones:

- Detailed project timeline outlining key milestones and deliverables.
- Schedule for implementation, construction, and completion of the project.

7. Supporting Documentation:

- Any additional documentation or supporting materials relevant to the project proposal.
- References, testimonials, or case studies from previous projects (if available).

ANNEXURE "F"
TOWN MAP



11.1.26 **APPLICATION BY DEMSHI INVESTMENT HOLDINGS (PTY) LTD FOR A PORTION OF LAND TO ESTABLISH A DATA CENTRE**
(C/M 2026/03/05 - 17/1/4/2/1/12, 17/1/4/2/1/14)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **10.3** page **30** refers.

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

1. **Introduction**

An application dated **23 July 2025** was received from Demshi Investment Holdings (Pty) Ltd (hereinafter DITL) for a portion of land, measuring 3 to 5 hectares, to establish a data centre.

The Property Section received the application on **21 October 2025** and informed the applicant on **22 October 2025** of the status of the portions applied for, standard conditions of sale, the statutory requirement, and associated timelines (for example, the time it takes to acquire a Surveyor General-approved diagram, which is the minimum requirement for the sale of land). DITL was also informed of the conditions to comply with in terms of the Investment Coordination Committee's Investor Proposal Checklist. The required information was received on **31 October 2025**.

A memorandum was provided to the Engineering & Planning Services dated **06 January 2026** to indicate a suitable area in terms of the 2020 - 2040 Structure Plan, keeping in mind the vast coverage of the salt mining claims.

An internal meeting regarding the salt mining claims is scheduled for **09 February 2026** in order to determine Council's needs for development purposes.

2. **Purpose of this Submission**

On **27 January 2026**, DITL presented its proposal to management and reiterated the urgency of being allocated land in order not to lose the award of a preparatory grant by HAUS Finland Institute of Management (see page 2 of **Annexure "A"**).

Therefore, a Council decision is required approving in principle the allocation of a portion of land measuring 3 - 5 ha, the location of which still needs to be determined, and subject to compliance with statutory requirements, such as an EIA.

The need for the allocation of a portion of land is duly substantiated in their letter dated **23 July 2025 (Annexure "A")**.

The benefits of having a data centre in Swakopmund are:

- *It reinforces the image of a forward-thinking and technologically advanced town,*
- *better digital connectivity,*
- *improved infrastructure (electricity grid to be reinforced), and*
- *job creation during construction and technological jobs thereafter.*

3. Location of the Land Applied For

On **22 October 2025**, DITL was informed as follows with regard to the alternative portions indicated by them as suitable. A requirement is being close to road infrastructure, and it was pointed out that noise pollution might be an issue if located close to a residential township.

- 3.1 For the area indicated to the south, Council made two decisions (Item 11.1.15 made on **30 August 2021** and Item 11.1.2 made on **27 January 2022**) regarding the land usage of this area forming part of the area known as the "Northern Wedge":

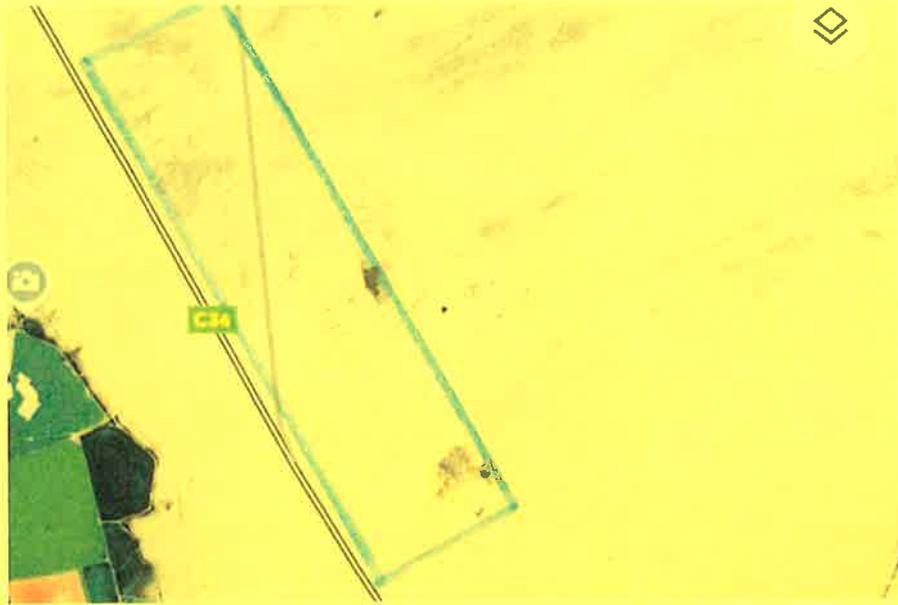


These portions are reserved as follows:

165	Low Income Residential / Industrial	As per Structure Plan
166	Low Income Residential	Relocation / Reception Area
167	Middle Income Residential	Private Development



- 3.2 For the area indicated to the north, confirmation must be obtained to ensure that the site is reserved for the purpose in terms of Council's Structure Plan and does not encroach on mining claims of the Salt Company (Pty) Ltd (attached as **Annexure "B"** is a map indicating the location of the salt mining claims):



4. Alternative Sites

Although not mentioned in the application, alternative sites were discussed at the meeting with Demshi and their Finnish financial partner on **27 January 2026**. An ideal location would be the mariculture plots due to their location close to the ocean, which would reduce infrastructure cost, especially cooling ocean water, proximity to the Equiano landing station, and the Telecom WACS connection in Ocean View, as well as the NamPower Substation at the Henties Bay road, all of which are beneficial advantages.

Below is a map of the mariculture plots:



5. **Information Required**

In an effort to shorten the timeline in **point 6** below, DITL was requested to provide the following information and complete the Investors Checklist:

- 5.1 Company Registration Document of the entity in whose name ownership will vest.
- 5.2 Good Standing Certificate confirming compliance from the Ministry of Finance.
- 5.3 Proof of Funding as required in the attached Investors Checklist and in terms of Council's decision made on **25 February 2021** under item 11.1.4 (e):

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

The required information was provided on **31 October 2025**.

6. **Timeline**

For interest sake, the following timeline was shared with DITL:

- 6.1 Once a completed Investors Checklist is received and comments regarding a suitable location is obtained from our Engineering & Planning Services Department, a submission will be tabled to Council's Investment Coordination Committee for assessment.
Comments: As indicated under point 1 above, a suitable area was not yet determined.
- 6.2 Part of the assessment is a submission to NIPDB for due diligence.
- 6.3 If no further information is required, the submission is tabled to Council's Management Committee, and a recommendation is tabled to Council. DITL was informed that Council is annually in recess during December. Therefore, the application will be submitted in 2026.
- 6.4 Should Council approve the application, N\$ 100 000.00 is payable within 90 days from Council's approval of the purchase price.
- 6.5 The proposed sale is then published for possible public objection as required in terms of the Local Authorities Act, Act 23 of 1992, as amended (a 6-week process).
- 6.6 Irrespective of whether objections are received or not, approval must be obtained from the Honourable Minister of Urban and Rural Development (an additional period of at least 3 months).
- 6.7 The minimum requirement for the sale of land is that a Surveyor-General diagram is in place, all statutory processes is the responsibility of the applicant and at their costs (approximately 18 months)

7. **Miscellaneous Information**

DITL was informed of the following:

- 7.1 Council received a similar application from Ms. S. Hoff on **11 June 2025**. No further information, as under point 4 above, was received from the applicant.
- 7.2 During 2024 Council approved duly assessed applications for other large developments in principle, on condition that an independent environmental impact / risks assessment is done. It might be that your application will be approved on a similar basis, i.e conditional on complying with certain requirements.

- 7.3 For information, Council has not recently approved a purchase price of a development project in the vicinity and of the size required by DITL; it is therefore difficult to provide a possible purchase price.

On **28 June 2024**, Council obtained valuations for the determination of a purchase price for a private treaty application for a portion of unserved land in the vicinity of the NamWater tower as follows:

Purchase price : N\$ 650.00/m² x 30 000m² = N\$ 19 500 000.00

- Please note that this is only a valuation for information and comparison purposes and not an indication of what purchase price might be determined for DITL.

8. **Other Large Projects Approved by Council**

On **14 November 2024**, under items 11.1.10 and 11.1.11, Council approved the allocation of land ***in principle*** to Odula Hydrogen (Pty) Ltd for green hydrogen and to Oasis Oil Refinery (Pty) Ltd for crude oil refinery, subject to an independent environmental risk assessment for consideration by Council:

"(a) That although the applicant applies for 250 hectares, the Council approves the allocation of 200 hectares within Zone M, designated as the Airport Industrial Area, to Odula Hydrogen (Pty) Ltd in principle, subject to the condition that the applicant conducts an independent environmental risk assessment at their own expense, for consideration by Council; whereafter the application is resubmitted to the Management Committee to consider the purchase price and conditions of sale."

"(a) That Council in principle approves the application of Oasis Oil Refinery (Pty) Ltd for the allocation of a portion of land not exceeding approximately 250 Ha in zone F (Light Industry) for the establishment of a crude oil refinery plant subject to/on condition that an independent environmental impact/ risks assessment is done on the account of the applicant for consideration by Council."

The complete above decisions are attached as **Annexure "C"**.

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

RECOMMENDED:

- That Council takes note of the application dated 23 July 2025 by Demshi Investment Holdings (Pty) Ltd applying for a portion of land measuring approximately 3 - 5 ha for the establishment of a data centre.**
- That Council takes note that the two alternative portions of land applied for are not available for allocation; and that at the presentation held on 27 January 2026, the mariculture plots were considered as a possible site.**
- That Council takes note that the application is not yet considered by the Investment Coordination Committee, but due to the risk of losing the funding provided by a preparatory grant by HAUS Finland Institute of Management, the item is submitted to the Management Committee to confirm the allocation of a portion of land ***in principle***.**

- (d) That Council therefore *in principle* allocates a portion of land still to be identified in line with the 2020 - 2040 Structure Plan, measuring approximately 3 - 5 hectares to Demshi Investment Holdings (Pty) Ltd, for the establishment of a data centre subject to/on condition that an independent environmental impact/risks assessment is done on the account of the applicant for final consideration by Council whereafter a purchase price and conditions of sale be determined.
- (e) That Demshi Investment Holdings (Pty) Ltd agrees that no rights will be conferred upon them by any Council resolution unless all relevant conditions of the decision are fully met, in accordance with the Local Authorities Act (Act 23 of 1992, as amended), the Urban and Regional Planning Act (Act 5 of 2018), and the Property Policy, as well as any necessary permissions from relevant authorities, if applicable.
- (f) That as approved by Council on 24 November 2025 under item 11.1.42, Demshi Investment Holdings (Pty) Ltd pays a deposit of N\$ 100 000.00 before assessment by the Investment Coordination Committee, from which the following percentages will be deducted:
- (i) a 10% admin fee if the application is approved, but the applicant did not comply with the timelines; and
 - (ii) a 5 % admin fee on successful completion of the project.

That balance of the deposit be refunded upon registration of the transfer of ownership of the subject portion of land.

- (i) 40% of the deposit after all costs incurred and the 10% admin fee is deducted at the time of transfer of ownership, and
 - (ii) the remaining 60% upon completion of the specific project proposal approved by Council.
-



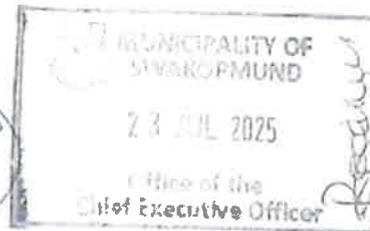
23 July 2025

Office of the Chief Executive Officer

Municipality of Swakopmund

P.O Box 53

Swakopmund



Dear Mr. A. Benjamin - CEO

REQUEST TO PURCHASE LAND FOR CONSTRUCTION OF A DATA CENTRE IN SWAKOPMUND

Reference is made to the above subject matter.

Demshi Investment Holdings (Pty) Ltd (herein referred to as "DemshiTelco") is a Namibian registered Open Access Fibre Network company with a telecommunication license from the Communications Regulatory Authority of Namibia (CRAN).

DemshiTelco has thus far deployed Open Access Fibre Network in Walvis Bay, Swakopmund, Windhoek and Rehoboth. DemshiTelco is currently busy with the second phase expansion of the Open Access Fibre Network which will be deployed in Keetmanshoop, Mariental, Okahandja, Otjiwarongo, Tsumeb, Grootfontein, Rundu, Katima Mulilo, Ondangwa, Ongwediva, Oshakati and Eenhana. An investment of N\$ 220 million is earmarked for the second phase of expansion which will commence in September 2025. Upon completion of the second phase expansion, DemshiTelco will achieve 75 000 (seventy-five thousand) total home passes and become the largest Open Access Fibre Network in the country.

In Swakopmund, DemshiTelco has deployed Open Access Fibre Network in Mondesa, Tamariskia, Matutura and parts of Ocean View. DemshiTelco Open Access Fibre Network in Swakopmund is one of the largest single owned fibre network in Namibia with a total network coverage area of approximately 7400 (seven thousand four hundred) home passes. While existing telecommunications operators only focused on high-income areas within Swakopmund in their fibre deployment, DemshiTelco deployed fibre infrastructure in the middle to low-income areas of the town thereby narrowing the digital divide and bringing about digital equity within Swakopmund. Because of DemshiTelco Open Access Fibre Network deployment in Swakopmund, the Swakopmund Municipality can rightfully praise itself to be one of the most digitally connected towns in Namibia, with over 75% of the town with fibre infrastructure and thus access to high speed and reliable internet. A remarkable achievement worth celebrating.



However, as our late President, His Excellency Dr. Geingob use to say, “we do not eat minerals”, this can be said about fibre as well. Fibre in isolation cannot “feed” our people. Fibre is the gateway on which telecommunication products and services transmit in order to provide services to the end user aimed at uplifting the socio-economic livelihood of our people. Fibre is thus just a piece of the puzzle in the digital eco-system which is aimed at bettering the lives of our people. The other critical digital infrastructure which makes up the eco-system is Data Centres.

Africa only has less than 1% of the total data centres in the world, with Namibia only having one (1) tier three Data Centre which is owned by Paratus Namibia and situated in Windhoek, named the Armada Data Centre. Namibia, like all other countries on the west coast, is uniquely positioned to attract global digital service providers, primarily due to its access to undersea submarine cables which land in Swakopmund. With two undersea cables landing in Swakopmund, namely the WACS and the Equiano, and a third undersea cable earmarked to land in 2027, Namibia will have to construct multiple Data Centres in order to take full advantage of the opportunity presented by having multiple undersea cables landing in Namibia.

The demand for Artificial Intelligence, Cloud services and overall digital services has increased exponentially and this has placed a demand on Global operators such as Amazon, Google, Facebook, VISA etc for more digital infrastructure in order to efficiently offer their services world-wide. At Government level, the Namibian Government has embarked on an aggressive digitization drive of all its government services. This which will require massive Data Centres in order to store and protect the government data and for disaster recovery. From a private sector point, the discovery of oil and gas is set to quadruple our economy with multi-national companies looking to setup shop in Namibia. These oil and gas operators and ancillary service providers will require their data sensitive operations and disaster recovery solutions to be stored in secure Data Centres in Namibia.

DemshiTelco, has been awarded a Pre-Paratory Grant by HAUS Finland Institute of Management, which is a Finnish state-owned company under the department of Ministry of Finance of Finland in partnership with the European Union, co-ordinated by the Namibian Environmental Investment Fund. The Pre-Paratory Grant purpose is to prepare a feasibility study and come up with an investor ready project for the construction of a tier three data centre in Namibia, Swakopmund. As part of the Pre-Paratory Grant, HAUS will provide technical expertise and also pay for any third-party services required in order to come up with an investor ready project for a data centre in Swakopmund. The feasibility study will commence early September till December 2025.

The planned Data Centre will start with a capacity of 4MW electricity demand, making it the largest Data centre in Namibia with approximately 300 racks and a tier three data centre status. The size of the land required is 3 – 5 Hectares of land close to road infrastructure. DemshiTelco intends to construct an electricity transmission line to the data centre to provide power to the Data Centre, while secondary power will be generated through green hydrogen energy and solar renewable energy. The ideal area will be in a range of 5 – 10km from the Salt factory on the C4 road on the road to Henties Bay. The envisaged investment for the Data Centre is N\$ 350 (three hundred and fifty) million.



Construction of the Data Centre will massively contribute to the economy of Swakopmund, during the construction phase construction material will be sourced from local retailers in Swakopmund. Direct employment creation on the construction site is earmarked to be between 150 – 250 employees over a one-year period. Other sectors to indirectly benefit during the construction period are the hospitality sector which will provide accommodation to foreign experts working on the project as well as local restaurants and car hire companies.

Post construction phase, the Data Centre will attract global tech companies such Amazon, Google, Master Card etc to be collocated in the Data Centre as well as regional and local private companies. This will have direct employment opportunity for youths in Swakopmund and Namibia at large who are skilled in computer science. The Data Centre will setup a training facility where international expert will come and train local youth in Data Centre skills in order prepare them for employment opportunities at the Data Centre. Data centres skills are highly in demand and are very scarce with most people opting to work in Europe where the data centre market is matured. Setting up a Data Centre in Swakopmund coupled with a training centre will provide enormous opportunity for the youths of Swakopmund to obtain technical skills and apply such skills locally and internationally. The presence of the data centre in Swakopmund will entice private companies to setup branches in Swakopmund in order for their data sensitive operations to be collocated in the Data Centre. This is a data proven phenomenon where Data Centres have contributed to the expansion of private companies to the areas where the Data Centre is located.

We therefore humbly request from the Swakopmund Municipality to provide us with land for purchase on the outskirts of town measuring between 3 – 5 Hectares for purposes of setting up a world class tier three Data Centres in Swakopmund. This investment will contribute massively to the economy of Swakopmund, the Erongo region and Namibia in general.

Looking forward to hearing from your office.

Werner Shilunga

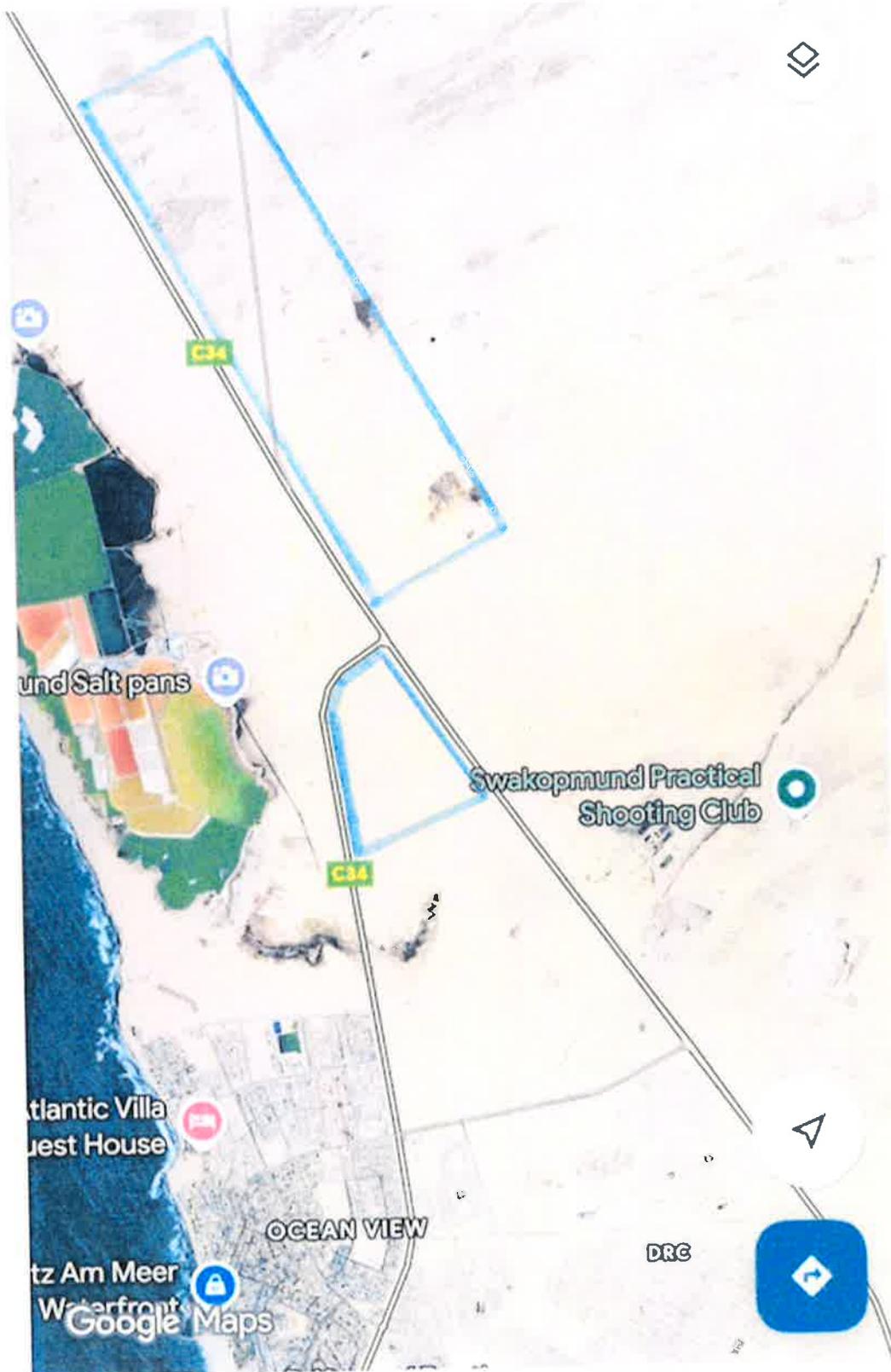
Managing Director

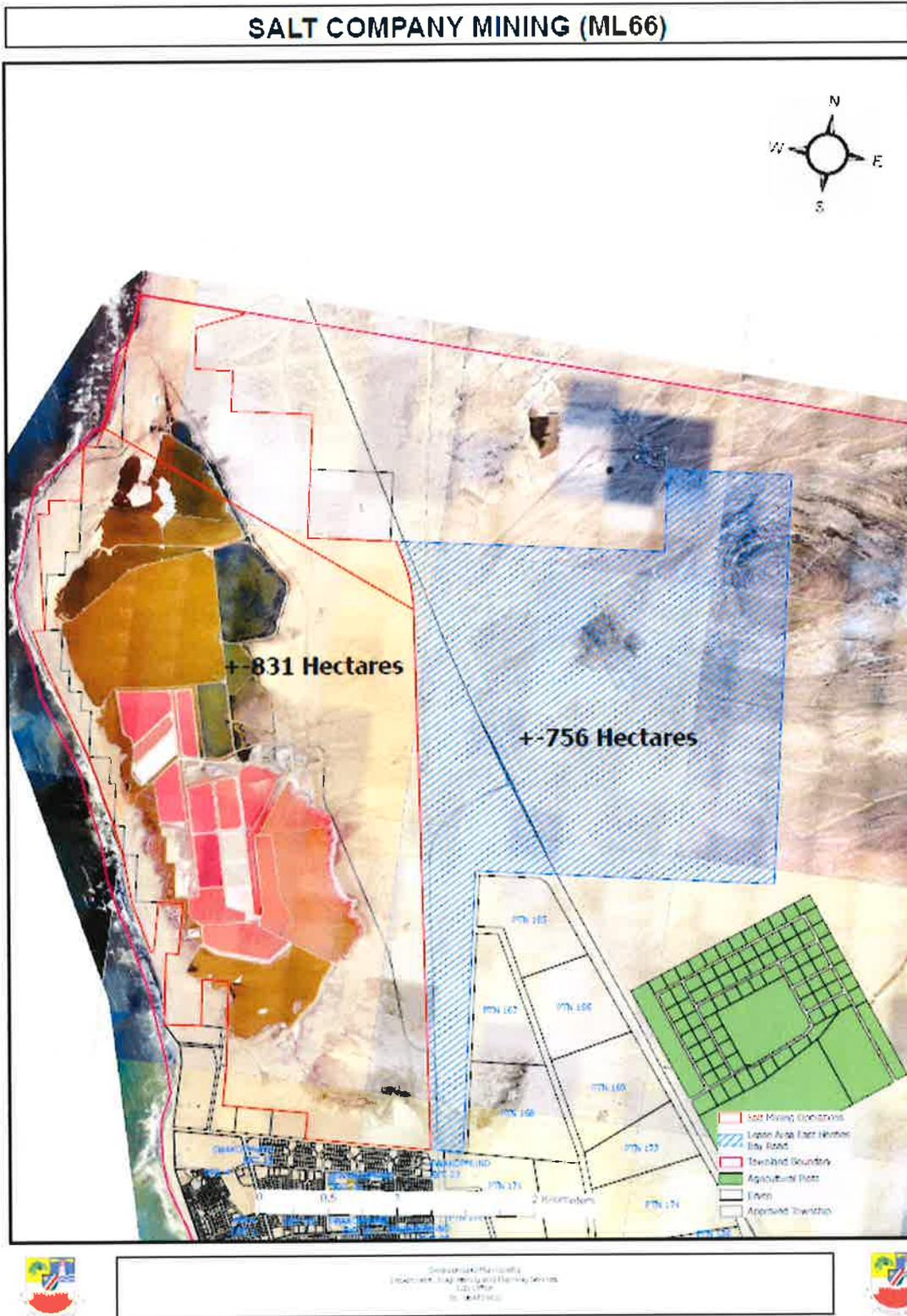
werner@demshiinvest.com

0815640084

Copied herein: Honourable Natalia Goagoses - Governor of The Erongo Region

PROPOSED SITES (BLUE)





11.1.10

ODULA HYDROGEN (PTY) LTD: APPLICATION FOR LAND FOR GREEN HYDROGEN

(C/M 2024/11/14 - 16/1/4/2/1/13)

RESOLVED:

- (a) That although the applicant applies for 250 hectares, the Council approves the allocation of 200 hectares within Zone M, designated as the Airport Industrial Area, to Odula Hydrogen (Pty) Ltd in principle, subject to the condition that the applicant conducts an independent environmental risk assessment at their own expense, for consideration by Council; whereafter the application is resubmitted to the Management Committee to consider the purchase price and conditions of sale.
- (b) That Council notes that the area Odula Hydrogen (Pty) Ltd applies for (Zones J 1 and J 2 and J 3) is reserved under the Structure Plan for "long-term high-density/mixed-use expansion".
- (c) That Council notes that Odula Hydrogen (Pty) Ltd classifies its green hydrogen venture as "Light Industrial" and confirms that the process is environmentally friendly, with no harmful materials involved.
- (d) That Council notes that the Investment Coordination Committee acknowledges that the majority of the checklist requirements for the project can only be fulfilled once the allocation of land has been secured.

Ordinary Council Meeting - 14 November 2024



Handwritten signature and initials, possibly 'DN'.

182 / 2024

- (e) That Odula Hydrogen (Pty) Ltd agrees that no rights will be conferred upon them by any Council resolution unless all relevant conditions of the decision are fully met, in accordance with the Local Authorities Act (Act 23 of 1992, as amended), the Urban and Regional Planning Act (Act 5 of 2018), and the Property Policy, as well as any necessary permissions from relevant authorities, if applicable."

11.1.11

OASIS OIL REFINERY (PTY) LTD: APPLICATION FOR LAND FOR CRUDE OIL REFINERY

(C/M 2024/11/14 - 16/1/4/2/1/13)

RESOLVED:

- (a) That Council *in principle* approves the application of Oasis Oil Refinery (Pty) Ltd for the allocation of a portion of land not exceeding approximately 250 Ha in zone F (Light Industry) for the establishment of a crude oil refinery plant subject to/on condition that an independent environmental impact/ risks assessment is done on the account of the applicant for consideration by Council.
- (b) That all other statutory processes including the Environmental Impact Assessment be complied with.
- (c) That should the actual size of land for the Crude Oil Refinery Plant be determined during the assessment period to be less than 250ha then the actual size will be allocated by Council.
- (d) That Oasis Oil Refinery (Pty) Ltd accepts that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Local Authorities Act, Act 23 of 1992, as amended, the Urban and Regional Planning Act, Act 5 of 2018 and the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.
- (f) That all costs for the application is for the account of Oasis Oil Refinery (Pty) Ltd and Council be indemnified against any risks.

11.1.27

SALE OF WOERMANN HAUS: CURRENT STATUS

(C/M 2026/03/05 - E 1308)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **10.4** page **42** refers.

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

1. **Introduction**

The purpose of this submission is for Council to initiate a meeting with the Ministry of Works and Transport to discuss their objection against the sale of Erf 1308, Swakopmund, and to turn down the waiver of the restriction registered in the title of the erf.

The Ministry of Works and Transport objected to the sale of the Woermann Haus premises, in which they stated that the purpose of the donation was to market Namibian information through the library to the world to attract visitors and investors, according to literature found in the library.

Following the above, a site visit was conducted with the

Attachments:

Annexure "A"	:	<i>Objection letter dated 17 August 2023 received from the Ministry of Works & Transport.</i>
Annexure "B"	:	<i>As background, attached are the submission to the Management Committee of 12 October 2023 and the latest submission to the Management Committee of 07 March 2024.</i>
Annexure "C"	:	<i>Correspondence letters from Council to the Ministry of Works & Transport.</i>
Annexure "D"	:	<i>Map and Building Plans of Erf 1308, Swakopmund.</i>

2. **Background**

The Council made a decision to sell the Woermann Haus building by a closed bid sale. Council's records indicate that the Government donated Erf 1308, Swakopmund, to Council in terms of Government Grant T 1304/1975 with the condition that the premises must only be used as a public library.

The restriction is quoted below for ease of reference:

" Die geboue opgerig op die erf mag slegs vir 'n openbare biblioteek en aanverwante doeleindes gebruik word."

NET VOLLE MAG EN GESAG om voortaan in ewigdurende besit daarvan te voer.

On **04 April 2023**, under item 11.1.18, Council approved the sale of the Woermann Haus, the decision of which is quoted below for ease of reference:

"(a) That an application be submitted to the Ministry of Works, Transport & Communication requesting the waiver of the use restriction

registered in Government Grant 1304/1975 in terms whereof the buildings on Erf 1308, Swakopmund must be exclusively used as a public library auxiliary use.

- (b) That the application for the waiving of the restrictive condition be based on the fact that the property is not used to its full potential as a public library, that the monthly rental income does not justify maintenance expenses, and sale for commercial purposes will stimulate the local economy and create employment.
- (c) That due to the high costs (upset price of N\$17 900 000.00) for the sale of Erf 1308, Swakopmund, approval be sought from the Ministry of Urban & Rural Development to proceed with the closed bid sale of Erf 1308, Swakopmund in terms of Council's decisions listed below; and the name of the successful purchaser be forwarded to the Ministry of Urban & Rural Development after the public closed bid sale:
 - (i) 30 June under item 11.1.3
 - (ii) 24 November 2022 under item 11.1.39
- (d) That point (j) (v) of Council's decision be amended as per point (c) above:
- (j) That the following standard conditions of sale be applicable:
 - (v) That proposals be invited in terms of section 63 of the Local Authorities Act, whereafter Council applies for approval from the Ministry of Urban and Rural Development in terms of section 30 (1) (t) to proceed with the transaction.
- (e) That the sale of Erf 1308, Swakopmund, be commenced once approvals in points (a) and (b) above are obtained, as the purchaser might incur costs for the sale, and approvals might not be favorable.
- (f) That the Directorate of Education, Arts and Culture, Division: Adult Education and Lifelong Learning be issued with a notice to vacate the premises once approval is granted to waive the restrictive title condition."

Therefore, in terms of the above decision, Council requested permission from the Ministry of Works, Transport and Communication (at the time) to waive the restriction registered against the title deed of Erf 1308, Swakopmund, to be able to sell the Woermann Haus premises, which was objected to by the said Ministry.

3. Current Situation

Council served several letters and reminders to the Ministry of Works and Transport seeking approval to waive a restriction registered against the title deed of Erf 1308, Swakopmund, in order to be able to sell the Woerman Haus premises. On **11 October 2025**, copies of the letters were also provided to the Minister of Urban and Rural Development at a meeting held at Swakopmund.

Furthermore, a consultative meeting between Council and the Ministry of Works and Transport was also held on **01 August 2024** at the Governor's office to discuss the Woerman Haus premises issue, and nothing was resolved to date.

Council intends to sell the Woermann Haus building by a closed bid sale. Council records show that the Government donated Erf 1308, Swakopmund, to Council in terms of Government Grant 1304/1975 with the condition that the premises must only be used as a public library. Thereby prohibiting the sale of the premises.

In addition to the above, Council has not been making a profit in the past years from leasing the building as some of the tenants are in arrears or have terminated the lease agreement due to financial setback caused by the Covid-19 pandemic.

The lease period of the Government Library (Directorate of Education) will lapse on **31 December 2026**, and the future of the premises needs to be taken into consideration when the renewal of the lease is submitted to Council.

The building is deteriorating rapidly, and instances of street kids staying there have been reported. Renovations are hampered by the heritage status of the building and the lack of funds.

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

RECOMMENDED:

- (a) **That Council takes note of the status of executing Council's decision to sell the Woermann Haus by closed bid sale, being prohibited in terms of Government Grant T 1304/1975 for which a waiver is required by the Ministry of Works and Transport; and that the said Ministry has not yet issued a decision in this regard since the consultative meeting held on 01 August 2024.**
 - (b) **That the engagement with the Ministry of Works and Transport to resolve the issue of waiving the restriction registered against the title deed of Erf 1308, Swakopmund, to sell the Woerman Haus premises, be continued to find an amicable solution.**
-



GOEWERMENTSGRONDBRIEF NR

T 1304 /19 2026

AEDENIG PLAASLIKE REITSOR

VERWYSING: P. 30/38

GOEWERMENTSGRONDBRIEF NR.

T 1304 /19

NADEMAAL sekere erf 1308 (n gedeelte van Gedeelte A van erf 256, Swakopmund Dorp, geleë in die Munisipaliteit van Swakopmund, Registrasie Afdeling "G", in die Gebied Suidwes-Afrika kragtens die "Crown Land Disposal Ordinance" 1903 (Transvaal) soos gewysig deur die "Crown Land Disposal Amendment Ordinance" 1906 (Transvaal), en toegepas op die Gebied van Suidwes-Afrika deur die "Crown Land Disposal Proclamation" 1920 (Nr. 13 van 1920), en die "Crown Land Disposal Amendment Proclamation" 1920 (Nr. 54 van 1920), geskenk is op 11 Maart 1970 aan die

MUNISIPALITEIT VAN SWAKOPMUND

EN NADEMAAL die skenking aanvaar is op 5 Junie 1975

SO GETUIG /.....

-2-

SO GETUIG HIERDIE AKTES dat behoudens die regte van die Goewerment, die Administrateur van Suidwes-Afrika hiermee teken, afstaan en transporteer aan die voornoemde

MUNISIPALITEIT VAN SWAKOPMUND

sy Opvolgers in Titel of Regsverkrygendes

SEKERE Erf 1308 (n gedeelte van Gedeelte A van erf 256), Swakopmund Dorp;

GELEË in die Munisipaliteit van Swakopmund, Registrasie Afdeling "G";

GEHOU kragtens Akte van Transport Nr. 247/1924 geregistreeer op 18 Junie 1924 ten gunste van die Goewerment van die Gebied van Suidwes-Afrika;

GROOT Drie, Drie, Ses, Sewe (3367) vierkante meter soos voorgestel en omskryf op Kaart Nr. A.657/1974 hieraan geheg.

ONDERHEWIG aan die volgende voorwaarde opgelê deur die Administrateur van die Gebied van Suidwes-Afrika kragtens die "Crown Land Disposal Ordinance" 1903 (Transvaal) soos gewysig deur die "Crown Land Disposal Amendment Ordinance" 1906 (Transvaal), en toegepas op die Gebied van Suidwes-Afrika deur die "Crown Land Disposal Proclamation" 1920 (Nr. 13 van 1920), en die "Crown Land Disposal Amendment Proclamation" 1920 (Nr. 54 van 1920), ten gunste van die Administrateur naamlik -

" Die geboue opgerig op die erf mag slegs vir 'n openbare biblioteek en aanverwante doeleindes gebruik word."

MET VOLLE MAG EN GESAG om voortaan in ewigdurende besit daarvan te wees.

ALDUS GEDOEN EN GISTEKEN TE WINDHOEK op die 23^{de} dag van

.....1975/...

-3-

June
..... 1975, behoorlik daartoe gemagtig deur
die "Crown Land Disposal Proclamations" nrs. 13 en 54 van
1920.

W. J. P. ...
.....
ADMINISTRATIEWE BEHEERBEAMPTIE.

GEREGISTREER in die Register van Swakopmund,
Erweboek: Folio ¹³⁰⁸
op die ^{15^{de}} dag van : JULIE in die jaar
van Onse Heer eenduisend negehoonderd vyf-en-sewentig
(1975).

[Signature]
.....
REGISTRATEUR VAN AKTES.

[Signature]

SYF Meters		Rigtingshoeke	KOORDINATE Stelsel 22/15		BEM	
			y	x		
ab	59,93	261.37.20	a	+48840,74	+75226,35	256a
bc	56,19	351.35.50	b	+48781,45	+75217,62	948e
cd	59,96	81.39.20	c	+48773,24	+75273,21	1308c
da	56,16	171.37.40	d	+48832,56	+75281,91	1308d
Aanduidings-Gegewens:			c'	+48773,32	+75273,22	1308c ind.
cc'	0,08	81.39.20	Δ	+48805,09	+75238,81	Swakopmund
			Δ	+48843,81	+74891,08	Lighthouse

BESKRYWING VAN BAKENS:
a : 15mm ysterpen
b : 20mm ysterpen
c : nie gemerk nie
d, c' : 15mm ysterpen in sement

Swakopmund: Pypbaken op toring
Lighthouse: Vuurtoring

INLASSING
nie volgens skaal nie

SKAAL 1:1000

Die figuur a-b-c-d stel voor 3367 vkm grond, synde Erf Nr. 1308 ('n Ged. van Ged. A van Erf Nr. 256) Swakopmund geleë in die dorp Swakopmund, Munisipaliteit Swakopmund; Reg.-afd. "G", Suidwes-Afrika

Opgemeet tussen Augustus 1970 en November 1974 deur my *G. Reuter* Landmeter

Hierdie kaart is geheg aan T 1304 Nr. 11975 gedateer 21-7-1975 <i>G. Reuter</i> Registrateur van Aktes	Die oorspronklike kaart is Nr. A 268/24 Transport/ Grondbrief Nr. 247/24	M S Nr. E 157/74 Alg. Plan Nr. Noteerplan 22, 21. Loei Nr SW. 51 Breed Leng
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07A110.1715

Certified that the provisions of the Municipal Ordinance (No. 13 of 1963) the Townships Ordinance (No. 11 of 1963) and any regulations or other laws relating to the subdivision of land within the Municipal Area of SWAKOPMUND have been complied with, and that the approval by the Council for the subdivision has been obtained.


TOWN CLERK.



11.1.4

WOERMANN HAUS PREMISES - SALE

(C/M 2022/06/30 - 13/3/1/3.1308, E 1308)

RESOLVED:

- (a) That Council confirms its decision of 30 September 2021 under item 11.1.7, whereof the Woermann Haus is to be sold by inviting development proposals at a fixed purchase price; and allocations be done in terms of the best proposal received.
 - (b) That a set of selection criteria be provided to guide participants in drafting their proposed and Council in selecting the most appropriate proposal.
 - (c) That once the valuations are received from the two valuers, it be submitted to Council to approve the purchase price.
 - (d) That Erf 1308, Swakopmund be rezoned from "*Local Authority*" to a "*General Business*" zoning.
 - (e) That the parking requirements for the above zoning be determined and off-site parking be identified and included in the deed of sale.
 - (f) That it be noted that Erf 1308, Swakopmund has a Grade A 100% heritage rating which restricts the development of the structure
-

11.1.39 **RESUBMITTED: WOERMANN HAUS PREMISES - SALE**
(C/M 2022/11/24 - 13/3/1/3, E 1308)

RESOLVED:

- (a) That Council approves the minimum purchase price (upset price) in the amount of N\$ 17 900 000.00, excluding 15% VAT.
- (b) That item 11.1.4, point (a) of Council's decision of 30 June 2022 be repealed.
- (c) That the premises be alienated to the highest bidder with the best proposed for the use and preservation of the property.
- (d) That participation in submission of proposals are not restricted to Namibians / Namibian entities.
- (e) That the following minimum requirements apply:
 - (i) *Provide proof of financial ability to purchase the premises.*
 - (ii) *Duly motivated proposals must be submitted.*
 - (iii) *Projects which include viable art, tourist and cultural developments will be given preference.*
 - (iv) *Proof of experience and capacity in developing and maintaining / managing a similar project.*
- (f) That Engineering & Planning Services finalize the rezoning of the erf approved by Council on 30 June 2022 under item 11.1.4, point (d).
- (g) That Engineering & Planning Services identifies and determines the required off-site parking in terms of the zoning "General Business".
- (h) That the additional parking bays be included in the offer at no extra cost.
- (i) That the sale be concluded in terms of the Local Authorities Act 23 of 1992.
- (j) That the following standard conditions of sale be applicable:
 - (i) *That the purchaser pays a deposit of N\$100 000.00 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 the above deposit be paid within 90 days from the Council resolution approving the sale and purchase price, failing which Council's resolution will be revoked at the next Council meeting following the expiry of the 90 days.*
 - (iii) *That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the transfer of the erf.*
 - (iv) *That all costs related to the transaction be for the account of the purchaser.*

- (v) ***That proposals be invited in terms of section 63 of the Local Authorities Act, whereafter Council applies for approval from the Ministry of Urban and Rural Development in terms of section 30 (1) (t) to proceed with the transaction.***
 - (vi) ***That the transaction be concluded within 120 days from last party signing the deed of sale.***
 - (vii) ***That payment of the purchase price be secured either in cash or formal bank guarantee in favour of the Swakopmund Municipality within 120 days from the date of last party signing the agreement.***
 - (aa) ***Failure to secure the purchase price within the required period will result in cancellation without the need to place the purchaser on terms.***
 - (bb) ***Should the purchase price be secured by a bank guarantee the transfer must be effected on / before the 120th day, otherwise interest will be levied as from the date of last party signing the agreement until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale, i.e. date of last party signing the agreement.***
 - (viii) ***That the purchaser 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.***
 - (ix) ***The portion of land is 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.***
 - (x) ***The agreement of sale be signed and returned to the Swakopmund Municipality by the purchaser within 21 days of receipt thereof by the purchaser.***
 - (xi) ***That the purchaser indemnifies Council against any claims for damages.***
 - (xii) ***That the purchaser provides the registration documentation of the entity (Council resolution of 27 April 2017 under item 11.1.10) and that the shareholders / members must be cautioned that the shareholders / members remain the same until the transfer is completed and they have complied with all conditions of sale.***
-

ANNEXURE "D"

11.1.16 **RENEWAL OF LEASE AGREEMENT FOR ROOMS AND PASSAGES IN THE
WOERMANN HAUS: DIRECTORATE OF EDUCATION, ARTS AND CULTURE**
(C/M 2017/05/31 - E 1 /4/1, E 1308)

RESOLVED:

- (a) That it be noted that clause 2 of the lease agreement provides an option to renew the lease period for another 9 years and 11 months and be applicable to the new lease.
- (b) That approval be granted to enter into a new lease agreement with the Directorate of Education, Arts and Culture; Division: Adult Education and Lifelong Learning under the auspices of the Erongo Regional Council for a period of 9 years and 11 months commencing 01 February 2017 and lapsing, 31 December 2026 for the purpose of providing library services to the community, learners and students.
- (c) That it be noted that the combined size used by the Lessee is 716 m² (667 m² for the premises of the main entrance door, D21 to the Adults Reading Library and Adults Library, comprising of rooms 1, 1/1, 1/2, 1/3, 1/4, 1/5, 1/6, 2/1, 2/2, 2/3, 3, 4/1, 4/2 and 4/3. The premises of the main entrance door, D30 to the Children's Library comprising of two times Rooms 7 + 49 m² for Room D 08) and that one lease agreement be compiled.
- (d) That the monthly tariff for Room D 21, the Adults Reading Library and Adults Library and Room D 30 to the Children's Library, be:
- $N\$19.48/m^2 \times 667 m^2 = N\$12\ 993.16 + N\$1\ 948.97 (15\% \text{ Vat}) = N\$14\ 972.13$, subject to an annual escalation of 10%, starting 1 July 2017.
- (e) That the monthly tariff for Room D 08 be:
- $N\$42.81/m^2 \times 49m^2 = N\$2\ 097.79 + N\$314.67 (15\% \text{ Vat}) = N\$2\ 412.46$, subject to an annual escalation of 10%, starting 1 July 2017.
- (e) That the intended renewal of lease be advertised in terms of Section 63 of the Local Authorities Act and the cost be for the Lessee.
- (f) That the conditions be similar to those in the existing lease agreement and additional conditions be added as deemed fit by Council.
- (g) That it be noted that the name of the lessee should read, the Directorate of Education, Arts and Culture; Division: Adult Education and Lifelong Learning under the auspices the Erongo Regional Council.
- (h) That it also be noted that the library is known as the Government Library.
-

11.1.28 **ROCKET INVESTMENTS CC - STATUS OF THE JETTY LEASE AGREEMENT AND CONDITIONS ASSESSMENT**

(C/M 2026/03/05 - 16/2/10/1; 13/3/1/1)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **10.5** page **55** refers.

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

1. **PURPOSE**

This item is submitted to the Management Committee for review following an instruction received on **05 February 2026** from the Office of the Chief Executive Officer.

2. **INTRODUCTION**

The lessee of the jetty is **Rocket Investments CC** (hereinafter "Rocket") and the lease period commenced 1 April 2009 and lapses **31 March 2034**. Attached is the lease agreement (**Annexure "A"**).

Following the execution of the Council resolutions quoted below under point 3, a memorandum dated **13 October 2025 (Annexure "B")** was issued to the General Manager: Engineering & Planning Services to confirm which conditions are in breach. This information is required in order to issue a notice to Rocket to rectify the breach. A lease agreement cannot be unilaterally cancelled without giving notice to the lessee to rectify the breach in terms whereof the lessor wants to cancel the lease.

Attachments:

Annexure "A"	: The Lease Agreement entered into with Rocket Investments CC (attached electronically).
Annexure "B"	: A memo dated 13 October 2025 requesting confirming of the clauses not being complied with.
Annexure "C"	: A letter dated 18 July 2024 was addressed to Rocket requesting proof of income and expenditure.
Annexure "D"	: Information which was submitted by Rocket to Council of 08 October 2024 (see point 3.2 below). Reply received from Rocket Investments CC dated 18 July 2024 , to which the following documents are attached: <ul style="list-style-type: none"> ⌘ Audited Financial Statements for the period ending 28 February 2023 (on file due to confidential nature). ⌘ A document explaining the maintenance costs. ⌘ A copy of the letter dated 04 April 2024 which was submitted to the Management Committee on 16 May 2024.
Annexure "E"	: A letter dated 15 November 2023 was received from Rocket setting out proposals.
Annexure "F"	: The recommendation was proposed to the Management Committee on 16 May 2024 by the Engineering & Planning Services Department after a proper assessment of the shortcomings in terms of the lease agreement.

3. **COUNCIL'S RECENT DECISIONS**

- 3.1 On **08 October 2024**, under item 11.1.1, a submission was tabled to Council to report on the execution of the decision made by the Management Committee on **16 May 2024** under item 7.2 (quoted below is the decision made on **16 May 2024** under item 7.2)

- (a) *That this item be referred and be resubmitted to the Management Committee.*
- (b) *That the General Manager, Corporate Services, and HC provide a summary of challenges and issues experienced.*
- (c) *That the General Manager, Corporate Services and Human Capital, obtain a legal opinion in case of breach of contract.*
- (d) *That Messrs Lighthouse Group be invited for an audience with Councillors and provide proof of Income and Expenditure for the past twelve (12) months."*

With reference to point (d), please take note that the entity leasing the jetty is **Rocket Investments CC** and not Lighthouse Group.

- 3.2 On **08 October 2024** (after an audience with Rocket on 12 September 2024) Council made the following decision under item 11.1.1:

- (a) *That the Council takes note of the following:*
- (i) *The presentation by Rocket Investment CC regarding the status and proposal for the continued operation and maintenance of the jetty development;*
- (ii) *The various issues pointed out by Engineering & Planning Services in the submission tabled to the Management Committee of 16 May 2024 under item 7.2; and*
- (iii) *The recommendation (Annexure "C") which was proposed to ensure the ongoing operation and maintenance of the jetty.*
- (b) *That Council further acknowledges the challenges faced by Rocket Investment cc in maintaining the Jetty.*
- (c) *That Council seeks a qualified legal opinion from the Legal Firm that drafted the current lease agreement on the potential implications for alternative options that might be explored with the sole intention of saving the Jetty.*
- (d) *That a Special Management Committee be convened for further deliberation on the Jetty situation.*

With reference to point (c), the response from the attorneys was that the request from Council is unclear. The application from the lessee was that options for funding be considered. These options boil down to Council endorsing the lessee as a legitimate tenant in order for them to obtain funding to maintain the jetty (see attached letter dated **04 April 2024** as a 3rd attachment to **Annexure "D"**). The options include alternatives such as levying entrance fees, asking donor for funds, and having the structure declared a national monument (**Annexure "E"**).

These are decisions within the ambit of Council and do not require legal intervention. Council either supports one or more of the options or declines and provides substantial reasons for their rejection of the options.

4. **CURRENT SITUATION**

In execution of the Management Committee decision of **16 May 2024**, the attached letter dated **18 July 2024** was addressed to Rocket requesting proof of income and expenditure for the past 12 months, i.e the period ending 28 February 2024 (attached as **Annexure "C"**).

Rocket replied per letter dated **08 August 2024 (Annexure "D")** and attached the audited financial statements for the period ending **28 February 2023**; and not for the period ending **28 February 2024**. The financial statements of a close corporation are not public information and are available on file.

Also attached to the letter dated **08 August 2024** is the letter dated **04 April 2024**, which was submitted to the Management Committee of **16 May 2024**.

Attached as **Annexure "F"** is the recommendation tabled to the Management Committee of **16 May 2024**.

5. **DISCUSSION OF THE DECISION MADE BY THE MANAGEMENT COMMITTEE OF 16 MAY 2024 UNDER ITEM 7.2**

- 5.1 After scrutinizing the submissions tabled to Council on **26 October 2023** under item 11.1.46 and the submission tabled to the Management Committee of **16 May 2024** under item 7.2, it appears the challenges and issues experienced (point (b) of the decision) are that Rocket is in breach of clause 5 as detailed in the two previous submissions. This resulted in the proposal submitted to the Management Committee of **16 May 2024 (Annexure "F")**.

Rocket was granted the opportunity to be heard on **12 September 2024**, which resulted in the decision quoted under point 3.2 above.

- 5.2 Rocket acknowledges that it is in breach of the provision to maintain the jetty. They therefore made the proposals providing options to rectify the breach, which reduces the obligation and shifts the responsibility (depending on the option) to Council. In return, they are offering to pay N\$ 25 000.00 monthly rental to be allocated to a maintenance fund for the jetty. The proposal was made to resolve the breach, as per **Annexure "F"**. **No decision was made on whether Council accepts or rejects the proposal.**

As indicated in the submission tabled to Council of **26 October 2023**, an annual survey alone will cost between N\$ 350 000.00 to N\$ 500 000.00. The annual income from an increased rental is in the amount of N\$300 000.00.

6. **DISCUSSION OF THE DECISION MADE BY COUNCIL ON 08 OCTOBER 2024 UNDER ITEM 11.1.1**

- 6.1 In execution of point (c) of Council's **08 October 2024** made under item 11.1.1, a letter dated **15 January 2025** was issued to KingLaw (in this regard, see comments under point 3.2 above).

- 6.2 Following an informal discussion at a Management Committee meeting, the interoffice memorandum dated **13 October 2025** was issued to identify the clauses and obligations Rocket is in breach of. Once these clauses are identified, a notice to rectify them can be issued.

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

RECOMMENDED:

(a) That Council takes note of the following:

- (i) That the jetty is being leased by Rocket Investments CC and the lease will lapse on 31 March 2034;**
- (ii) The various issues pointed out by Engineering Services in the submission tabled to the Management Committee of 16 May 2024 under item 7.2;**
- (iii) The recommendations (Annexure "F", on file) proposed to ensure the ongoing operation and maintenance of the jetty; and**
- (iv) That Council has not expressed itself on whether it accepts or rejects the proposal by Rocket Investments CC to resolve the breach submitted under cover of the following letters, which were submitted to the Management Committee:**

1. Letter dated 15 November 2023:

- 1.1 review of clauses 5.7 and 5.10 of the lease agreement**
- 1.2 German Cultural Federation Grant Application**
- 1.3 Corporate Sponsorship**
- 1.4 National Monument Declaration**
- 1.5 Commercial Development**
- 1.6 Entrance Fee Implementation**

2. Letter dated 04 April 2024:

- 2.1 Dividing / sharing the maintenance cost for the landward and seaward structure (including surveys)**
- 2.2 Pay a fixed monthly rental for the restaurant area**
- 2.3 Construct line shops on the open deck area**

- (b) That Rocket Investments CC be requested to review, update, and combine their proposals in one document, as some of the proposals were made some time ago (15 November 2023).**
 - (c) That the Office of the Attorney General be engaged to provide Council with a legal advice on specific identified potential clauses the lessee might have breached.**
-



+264 64 410 4200

mhaingura@swkmun.com.na

P O Box 53, Swakopmund, Namibia

Internal Memorandum

TO GM Engineering and Planning Services Department
FROM GM Corporate Services and Human Capital
DATE 13 October 20225
REF NO 17/2/10/1
SUBJECT ROCKET INVESTMENTS CC - NON-COMPLIANCE ISSUES

An informal discussion held at a Management Committee meeting regarding a notice to rectify breach to be issued to Rocket Investments CC, refers

In order to issue a notice to rectify the breach, please list the various clauses and the non-compliance as such will be listed in the notice to be issued

For ease of reference, quoted below is the decision made by Council on **08 October 2024**, under item 11.1.1:

"(a) That the Council takes note of the following:

- (i) The presentation by Rocket Investment CC regarding the status and proposal for the continued operation and maintenance of the jetty development;**
- (ii) The various issues pointed out by Engineering & Planning Services in the submission tabled to the Management Committee of 16 May 2024 under Item 7.2; and**
- (iii) The recommendation (Annexure "C") which was proposed to ensure the ongoing operation and maintenance of the jetty.**

(b) That Council further acknowledges the challenges faced by Rocket Investment cc in maintaining the Jetty.

(c) That Council seeks a qualified legal opinion from the Legal Firm that drafted the current lease agreement on the potential implications for alternative options that might be explored with the sole intention of saving the Jetty.

(d) That a Special Management Committee be convened for further deliberation on the Jetty situation."

Attached for ease of reference:

1. Copy of the lease agreement entered into by and between Council and Rocket Investments CC; and
2. Your submission to the Management Committee of 16 May 2024 under item 7.2 (see point (a)(i) above)


Mpsai Haingura
General Manager: Corporate Services & HC

jsb



ANNEXURE "C"

LETTER ADDRESSED TO ROCKET INVESTMENTS CC IN TERMS OF THE MANAGEMENT COMMITTEE DECISION OF 16 MAY 2024 UNDER ITEM 7.2.



+264 64 410 4111 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Ref No: 16/2/10/1

Enquiries: Ms S Bruwer

18 July 2024

Rocket Investments CC
Attention: Mr Q Liebenberg
P O Box 7031
SWAKOPMUND
13001

quinton@lighthousegroup.com.na

Dear Sir

JETTY AGREEMENT PROPOSAL

Your proposal dated **04 April 2024** under cover of a letterhead of **The Lighthouse Group** refers

On **16 May 2024** the Management Committee considered your proposal and made the following decision under item 7.2.

- “(a) That this item be referred and be resubmitted to the Management Committee.
- (b) That the General Manager: Corporate Services and HC provide summary of challenges and issues experienced.
- (c) That the General Manager: Corporate Services and Human Capital obtain legal opinion in case of breach of contract.
- (d) That Messrs Lighthouse Group be invited for an audience with Councillors and provides proof of Income and Expenditure for the past twelve (12) months.”

In execution of point (d) of the above resolution, please provide the financial statements for the past twelve (12) months of **Rocket Investments CC** under cover of a letterhead of the said entity on / before Friday **23 August 2024**

Once the above documents are received, you will be invited for an audience with Council's Management Committee.

For any further enquiries, please do not hesitate to contact Ms S Bruwer at
☎ 064 4104212.

Yours faithfully


Mpsai Haingura
General Manager: Corporate Services & HC



/s/

Copies: GM Engineering & Planning Services

h

ANNEXURE "D"
REPLY FROM ROCKET INVESTMENTS CC DATED 08 AUGUST 2024



ROCKET INVESTMENTS CC

8 August 2024

The CEO
 Mr. A. Benjamin
Municipality of Swakopmund
 P O Box 53
 Swakopmund
 13001.

Ref No: 16/2/10/1

Dear Sir,

Jetty Agreement Proposal

The correspondence received dated 18 July 2024 and sent per email on 22 July 2024, mailed on 23 July bears reference.

Thank you for your response to the proposal that we submitted pertaining to the way forward regarding the Jetty Agreement, we take note of the council's decisions under item 7.2

Regarding the instruction to submit the AFS for Rocket investments please find the attached AFS prepared by and audited by Hamilton and Partners.

As you will see Rocket Investments is a holding cc and a nontrading entity with myself, Quinton Liebenberg, as the sole member. The cc holds the agreement but does not trade and all income and expenditure of Jetty 1905 restaurant is managed under the umbrella of The Lighthouse Group (Quinton Liebenberg T/A The Lighthouse Group.)

As explained in the proposal all income and expenses for Jetty 1905 are handled by The Lighthouse Group. In annexure A (as per Annexure A of the Jetty Proposal-attached) we illustrated how our maintenance program works and the annual cost of repairs and maintenance across the group.

All income is pooled, and all expenses are paid from one account i.e. Maintenance and repairs, all staff salaries, cleaning materials, purchasing of assets, all services, equipment, insurance, utilities, rates and taxes, rentals, banking costs, licenses, lawyers and auditor's fees etc. This coupled with our bulk buying concept makes it very difficult to discern one venue's income and expenses from another. We share one central warehouse, the vehicles make deliveries to all venues, we purchase and swap equipment between venues.

With the advent of COVID 19 we have struggled to keep our heads above water and have managed to keep our doors open by cutting costs, making payment arrangements to get on top of COVID induced outstanding debts and by selling assets. We are still recovering and 4 years on have not reached pre COVID turnovers nor have we come to a point that we have erased all historical debt.





ROCKET INVESTMENTS CC

We had to apply for the NAMRA amnesty program and did not receive any financial assistance for the COVID period when we were not allowed to trade as per government directive.

Something to consider is that Jetty 1905 was CLOSED for business from March 2020 only opening its doors by December 2021 - almost 2 full years as were prevented from opening due to lockdowns and could only open post lockdowns when it was feasible to do so. We lost 2 years of **any** income, then greatly reduced income which is only now beginning to stabilize to expected norms (a situation none of us could have predicted and prepared for). We relied upon a steady income (without any interruption) to help cover our initial capital outlay in building and renovating the Jetty Structure so that ALL Namibians and tourists could enjoy our beautiful landmark FREE OF CHARGE.

Jetty 1905 can cover its running costs through trading as a restaurant supplemented by Lighthouse Group operations. There is no surplus and in the height of its success it managed to contribute to the loan of 12 million taken to build and restore the structure 10 years ago (along with contributions from the rest of the Lighthouse Group businesses). The business fluctuates throughout the year and as we outlined in pervious correspondence, cannot continue to bear the responsibility of major repairs and maintenance, least of all that of the entire structure.

We are grateful for the invitation to an audience with council so that we can answer your questions in person and give you a better idea of the challenges we have faced over the years.

Please let us have possible suitable dates for a meeting so that we can come prepared and make sure that we are able to attend.

Thank you for your continued support and co-operation.

Yours sincerely,

QUINTON LIEBENBERG

+264 81 128 2412

MAINTENANCE COSTS EXPLAINED

**ANNEXURE A: Maintenance Costs Explained**

As we own and operate multiple venues we bulk-buy materials, tools and equipment etc. We employ a maintenance team (and extra casuals when needed) that move between venues and they affect the necessary cleaning, repairs and maintenance. It is difficult to separate the expenses for jetty as all our income goes into one account and our expenses are paid from there.

Our annual cost of maintenance crew salaries for the year March 2023 to February 2024 was N\$ 567 159.751 with additional maintenance casuals amounting to N\$ 214 279.62 for the year across the group (Total in salaries: N\$ 567 159.75)

Our books reflect an amount from March 2023 to February 2024 of N\$ 1 109 842.40 for repairs and maintenance and N\$ 199 594.06 for equipment rentals for our venues. So for the group, maintenance costs for the year was N\$ 1 879 596.21 as Jetty is one of the harshest venues to maintain, next to Tiger Reef and would make up a large portion of that expenditure.

We do bi-weekly maintenance of the walkway pine, replacing pine, prosopis, refastening the planks etc. We also have a group to report broken planks and vandalism and do these repairs on an ad hoc basis in addition to the scheduled repairs. We clean guano, and any other litter spills etc.

Annually we paint the restaurant and the doughnut shop as well as paint bakkie liner to prevent slipping on the bridges and the top of the walkway.

Vandalism accounts for some of the broken planks as well as wave damage, we have had to replace numerous foot lights and/or rail lights and signage which have been damaged.

We pipe water to the venue and grey water and sewerage from the venue and must repair and maintain these pipes, submersible pump and sumps as we have to supply ourselves these amenities some 330m offshore.



Our expenses include:

- maintenance crew (labour)
- pine decking
- cut screws
- prodsops decking
- paint and materials (brushes etc)
- bulbs
- new lights to replace broken lights
- tools and cleaning materials
- surveillance cameras (we have lost 3 cameras to the value of approx. N\$ 80 000,00 to vandalism)
- electricity for walkway lights
- contractors (electrical and plumbing)

The list is long and there are some very heavy months and others less so. The figure of N\$ 10 000.00 p/m is an educated estimate and on the conservative end as it is very difficult to quantify based on how we operate. There are many hidden costs we deal with them as they come. I am sure that you can appreciate that this is a very difficult venue to manage and maintain.

LETTER DD 04 APRIL 2024 WHICH WAS SUBMITTED TO THE
MANAGEMENT COMMITTEE OF 16 MAY 2024 BY THE
ENGINEERING & PLANNING SERVICES DEPARTMENT



4 April 2024

The CEO
Mr. A. Benjamin
Municipality of Swakopmund
P O Box 53
Swakopmund
13001.

Dear Sir,

Jetty Agreement Proposal

As requested by yourselves and to comply with the terms of our current lease agreement, we appointed Andries Jacobs of Korin Construction cc, the original engineer who assessed and re-built the Jetty, to do a survey and report on the Jetty structure.

He did an initial assessment in November and as council requested a more detailed survey, Mr. Jacobs undertook to do a weeklong survey and report which we have subsequently submitted in person to Mr. Andre Louw.

We met with Mr. Louw just before the long weekend(s), informally, to discuss the report and the expectations of council, who is guided by consultation with Mr. McClune and Mr. Louw. We are grateful that our predicament pertaining to the contents of our lease agreement and the commitment therein to maintain the jetty has met with understanding and we look forward to coming to a workable solution.

We ask council to consider the following:

- The huge cost to us to renovate the jetty and rebuild the seaward portion of the jetty, and the construction of the restaurant with the upper deck which was added to allow the public to access the full length of the jetty, as well as the construction of the public toilets. Cost: approximately N\$ 12 million excluding interest on the bank loan (loaned amount was 10 million, the balance was paid from Lighthouse Group operations).



- The daily maintenance costs of the jetty: walkways, handrails etc: which is an ongoing process due to the extremely harsh environmental factors, pedestrian traffic, and public vandalism.
We also need to consider electricity for the walkway lights, bulb replacements, electrical repairs and maintenance, surveillance cameras, cleaning and cleaning materials, labour, plumbing; sewerage pump repair and maintenance: Cost: per month for minor repairs and expenses, approximately N\$ 10 000,00 per month, with some months requiring more substantial repairs, so it is a sliding scale starting at approximately N\$ 120 000.00 per year
Please see **ANNEXURE A**
- Security – to prevent vandalism, for public safety etc. N\$ 6000,00 per month i.e. N\$ 72 000,00 per year. Please see **ANNEXURE B**
- Annual surveys (as per the agreement surveys required annually) Approximately N\$ 250 000.00 per year. Please see **ANNEXURE C**
- Free access to all: the lease made provision for us to charge an entrance fee which would be in line with practices pertaining to tourist attractions and landmarks locally and abroad with funds generated usually intended for the maintenance, we chose not to do so even though it would assist to cover the maintenance costs.

We opened the restaurant in October 2014 (construction took approximately a year) and if you calculate the initial cost along with the monthly costs incurred (and what was expected i.e. the what the cost would be for an annual survey) it would translate to a monthly 'rental' of close to N\$ 140 000.00 per month.

This is totally unsustainable for a restaurant of this size in Swakopmund.

We concede that we agreed to the terms of the lease for the right to build and operate Jetty 1905 but we have reached a point where we can no longer carry the financial responsibility and it is not a reasonable expectation to do so. It is a public landmark that takes a beating from the sea as well as the pedestrian traffic and the maintenance costs cannot be carried by an individual.



We would like to propose an amendment to the current lease or that a new lease be set up to accommodate the suggestion by the engineering department that we share the burden of the maintenance of the jetty.

This burden sharing, or co-operation could be structured as follows:

- The municipality would take responsibility for the maintenance of the structure as well as the daily maintenance of walkways, handrails, public safety etc. on the **landward portion** i.e. The portion from the land up to the two arched bridges. We would relinquish the 'doughnut shop' and the rental income would be due and payable to the municipality, by the current tenant or any future tenant, with the request that any prospective tenant not be permitted to operate a restaurant as this would be competition with Jetty 1905: the doughnut shop already has some items that could be deemed beyond just doughnuts, coffee and cakes which is in contention with the lease, but minor enough to ignore.
- The **seaward portion** would then be handled in two parts: **the restaurant, and the open deck portion** of the jetty.
 1. **The restaurant:** We would like to offer a fixed monthly rental for the restaurant, considering that we built and would continue to maintain it. We would like to offer N\$ 25 000.00 per month with an annual escalation to be agreed upon.
 2. **The open deck area:** In return for maintaining the superstructure (the deck planks, walkway, handrails etc.) we are granted permission to build line shops (kiosks) to generate funds to cover the costs of maintenance.

The municipality would then be responsible for the seaward **structure** and surveys thereof should funding for such an endeavor be secured and any major structural repairs/maintenance to the seaward portion would no longer be deemed our responsibility.

Should the structure be deemed unsafe at any juncture by an engineer(s) we would submit to a council decision to close the jetty and we will dismantle the restaurant, seaward decking, and bridges and remove it from the structure, returning it to the state it was given to us.



It would be to our benefit to aid the council in any way we can to find avenues to raise funds for the jetty structure, and it is our wish for the jetty to have an extended lifespan for many more generations of Namibians to enjoy.

We have already made suggestions like approaching government to have it declared a national monument so that it can be eligible for grants, approaching the German Federal Government for funding through its Cultural Preservation Program as well as approaching sponsors who could use their contribution as an advertising platform (possible naming rights: think MTC Dome, Emirates Park etc.) Hopefully something will come of enquiries into these avenues, and we feel a request or submission from a town council would garner a better response than from an individual.

Once again, we would like to thank council, for your patience and understanding and especially Mr. McClune and Mr. Louw. for their careful consideration and dedication to finding a workable solution.

Thank you for your consideration, we look forward to a response at your soonest convenience.

Yours sincerely,

QUINTON LIEBENBERG

- 264 81 128 2412



ANNEXURE A: Maintenance Costs Explained

As we own and operate multiple venues we bulk buy materials, tools and equipment etc. We employ a maintenance team (and extra casuals when needed) that move between venues and they affect the necessary cleaning, repairs and maintenance. It is difficult to separate the expenses for Jetty as all our income goes into one account and our expenses are paid from there.

Our annual cost of maintenance crew salaries for the year March 2023 to February 2024 was N\$ 567 159.751 with additional maintenance casuals amounting to N\$ 214 279.62 for the year across the group (Total in salaries: N\$ 567 159.75)

Our books reflect an amount from March 2023 to February 2024 of N\$ 1 109 842.40 for repairs and maintenance and N\$ 199 594.06 for equipment rentals for our venues. So for the group, maintenance costs for the year was N\$ 1 879 596.21 as Jetty is one of the hardest venues to maintain, next to Tiger Reef and would make up a large portion of that expenditure.

We do bi-weekly maintenance of the walkway pine, repainting pine, proscopis, refastening the planks etc. We also have a group to report broken planks and vandalism and do these repairs on an ad hoc basis in addition to the scheduled repairs. We clean guano, and any other litter spills etc.

Annually we paint the restaurant and the doughnut shop as well as paint bakkie liner to prevent slipping on the bridges and the top of the walkway.

Vandalism accounts for some of the broken planks as well as wave damage, we have had to replace numerous foot lights and/or rail lights and signage which have been damaged.

We pipe water to the venue and grey water and sewerage from the venue and must repair and maintain these pipes, submersible pump and sumps as we have to supply ourselves these amenities some 330m offshore.



Our expenses include:

- maintenance crew (labour)
- pipe decking
- cut screws
- prodsopis decking
- paint and materials (brushes etc)
- bubs
- new lights to replace broken lights
- tools and cleaning materials
- surveillance cameras (we have lost 3 cameras to the value of approx. N\$ 80 000.00 to vandalism)
- electricity for walkway lights
- contractors (electrical and plumbing)

The list is long and there are some very heavy months and others less so. The figure of N\$ 10 000.00 p/m is an educated estimate and on the conservative end as it is very difficult to quantify based on how we operate. There are many hidden costs we deal with them as they come. I am sure that you can appreciate that this is a very difficult venue to manage and maintain.



15/11/2023

Attention: CEO Mr. A Benjamin

Municipality of Swakopmund
P O Box 53 Swakopmund

Dear Mr. Benjamin,

Re: Comprehensive Proposal for Sustainable Funding and Maintenance of Swakopmund Jetty

I trust this letter finds you well. I am writing to extend my gratitude for the opportunity to discuss the future of the Swakopmund Jetty during our recent meeting. The insights gained were invaluable, and we appreciate your time and consideration.

Upon receiving notification of the breach of our lease agreement, we promptly engaged Mr. Andries Jacobs to compile a comprehensive report addressing the survey requirements outlined in the lease. This report was presented during our meeting, and we will formally submit the survey report as requested along with Mr. Jacobs' credentials.

As stipulated in clause 5.7 of the lease agreement, we acknowledge our responsibility for the upkeep and maintenance of the entire Jetty, including improvements, fixtures, and underlying support structures. However, the financial strain caused by the extensive maintenance requirements, such as walkway repairs, handrail upkeep, vandalism repairs, and security measures, coupled with the loan repayment for the Jetty's original construction and maintenance, has proven challenging.

Had we opted for a fixed rental agreement at a market-related rate (e.g., 30k with a 10% annual escalation), the Council's (rental) income over the past 10 years would have totaled just over 5,7 million. This amount falls significantly short of the initial 12 million spent on the Jetty's rehabilitation and reconstruction during the initial phase.

Considering the ongoing maintenance costs estimated at N\$30-40,000.00 per month over nine years (an additional 3-4 million), it becomes financially impractical to continue under the current terms, especially if faced with an additional 4-5 million in structural repairs.

To address this financial challenge, we propose the following scenarios for Council's careful consideration:



1. **Amending the Lease Agreement:** A comprehensive review of clauses 5.7 and 5.10 to arrive at a mutually beneficial amendment that considers the practical financial implications for both parties.
2. **German Cultural Federation Grant Application:** Seeking funding through an application to the German Cultural Federation Grant. The example was taken from Namib High who received 108 000 Euro (almost N\$ 2 million) for repairs to their roof which was completed this year. Taking hands to meet the submission requirements could strengthen the application and result in much needed funding. The attached funding project guidelines provide a framework for a robust application.
3. **Corporate Sponsorship:** Seeking Council support to approach potential sponsors (e.g., Hollard, Old Mutual) for advertising or naming rights in exchange for funding Jetty repairs and maintenance. This approach, if successful, could generate a sustainable revenue stream. (we can negotiate an annual fee for a fixed period).
4. **National Monument Declaration:** Initiating efforts to have the Jetty declared a national monument, enabling eligibility for grants earmarked for the preservation of national monuments and heritage sites. This could position the project for additional financial support.
5. **Commercial Development:** Exploring the construction of line shops (when deemed safe) to generate income for Jetty upkeep. This dual-purpose approach could enhance the Jetty's appeal and financial sustainability.
6. **Entrance Fee Implementation:** While not preferred, considering the possibility of charging an entrance fee in accordance with clause 5.13. All proceeds would be deposited directly into Council accounts earmarked specifically for Jetty maintenance, ensuring transparency and accountability.

(this is not something we would like to do but we considered entrance fee precedents set by other sights (and sites) and services like toilet facilities, dune 7 entrance fee, museum entrance fee, aquarium entrance fee, braai facility rental charges, permits etc.)



Our preference is to secure funding from diverse sources, keeping the Jetty accessible to the community, locals, and visitors. We firmly believe that through collaborative efforts, we can overcome the financial challenges in maintaining the Jetty, ensuring its safety, and preserving it for the enjoyment of all.

Thank you for your attention and cooperation.

We look forward to working closely with the Council to achieve our shared goal.

Yours sincerely,

QUINTON LIEBENBERG

+264 81 128 2412

ANNEXURE "F"
RECOMMENDATION PROPOSED TO THE MANAGEMENT COMMITTEE
OF 16 MAY 2024

RECOMMENDED:

- (a) The Management Committee accepts the Repair + Maintenance Schedule (Condition Report) submitted by the Lighthouse Group.
 - (b) That all structural elements, concrete and steel become the responsibility of the Council to maintain.
 - (c) That the costs of conducting annual structural surveys be shared between the two parties, namely Council and Lighthouse Group.

 - (d) The Timber members, walkways and handrails of the landward side before the crossover bridge be the responsibility of the Municipality of Swakopmund.
 - (e) The Timber members, walkways and handrails of the seaward side beyond the small bridge remain the responsibility of the Lighthouse Group.
 - (f) That the existing retail shop (the Doughnut Bar) become the responsibility of the Council with rental fees being paid to the Municipality. This income be allocated to a maintenance fund.
 - (g) That additional curious shop and small vendors be allowed to operate on the seaward deck. The income to be allocated to a maintenance fund managed by the Lighthouse group for the timber elements of this portion of the Jetty.
 - (h) That Council accepts the rental amount of N\$ 25 000.00 per month offered by the Lighthouse Group as part of the proposal and that this amount be subject to annual 10% increase.
 - (i) Investigations be made to ascertain the possibility of the Jetty to be declared a national monument.
 - (j) That Council condones the possibility of allowing advertising to be placed on the Jetty. That an Expression of Interest be advertised and any interest received to be submitted to Council for approval.
 - (k) That amendments be made to the current lease agreement and it be presented to Council for review and approval.
 - (l) Should the structural stability of the Jetty be found to be in an unsafe condition, that the Council has the right to cancel the lease agreement and give instruction to the Lighthouse Group to abandon the site and remove the restaurant building with its contents.
-

11.1.29 **AUDIENCE: OLUGA TRADING ENTERPRISE PTY LTD**
(C/M 2026/03/05 - 17/1/4/2/1/7)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **10.6** page **77** refers.

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

1. Introduction

On **15 January 2026**, the Management Committee briefly discussed the progress of various projects' implementation and execution. Among others, it was requested that Ms Helena Dula of Oluga Trading Enterprises (Pty) Ltd be invited to present the current status and future timelines for the establishment of a tourism and accommodation facility.

Attached as **Annexure "A"** is Council's decision made on **27 April 2017**, item 11.1.33, which approved the sale of a portion of land measuring approximately 10 000.00 m² located on the banks of the Swakop River to Oluga Enterprises (Pty) to establish a tourism and accommodation facility.

Ms Dula of Oluga Enterprises (Pty) Ltd was accordingly invited to an audience with the Management Committee scheduled for Wednesday, **18 February 2026**.

2. Background

Attached as **Annexure "B"** is the latest submission that was tabled to Council on **02 October 2025**, which discussed the long-outstanding transaction of Oluga Enterprises (Pty) Ltd for the establishment of a tourism accommodation.

The table below indicates the recommendation tabled to the Management Committee and Council decision of **02 October 2026**.

Recommendation tabled to the Management Committee.	Council's decision of 02 October 2025 under item 11.1.10
(a) That Council takes note of the email dated 08 May 2025 and documents received from Howard Krogh Architects acting on behalf of Oluga Trading Enterprise (Pty) Ltd in reply to Council's letter dated 20 January 2025 executing Council's decision passed on 27 April 2017 under 11.1.33 point (j) and on 28 March 2018 under item 11.1.4, point (c).	(a) That Council takes note of the email dated 08 May 2025 and documents received from Howard Krogh Architects acting on behalf of Oluga Trading Enterprise (Pty) Ltd in reply to Council's letter dated 20 January 2025 executing Council's decision passed on 27 April 2017 under 11.1.33 point (j) and on 28 March 2018 under item 11.1.4, point (c).
(b) That Council takes note that in terms of Council decisions mentioned in (a) above, Howard Krogh Architects, acting on behalf of Oluga Trading enterprise, did not	(b) That Council takes note that in terms of Council decisions mentioned in (a) above, Howard Krogh Architects, acting on behalf of Oluga Trading enterprise, complies

Recommendation tabled to the Management Committee.	Council's decision of 02 October 2025 under item 11.1.10
<p>comply and has not submitted a good standing certificate from the Ministry of Finance.</p> <p>(c) That it be noted that the proof of financing is not issued in the name of Oluga Enterprise (Pty) Ltd, but in the personal names of Mr D and Ms C Howard and that the involvement of a third party with which Council has no agreement with will complicate the execution of obligations by Oluga Enterprise (Pty) Ltd and future recourse in case of non-performance.</p> <p>(d) That the transaction of Oluga Trading Enterprise (Pty) Ltd has been delayed since 28 March 2018, mainly due to the developer not understanding the requirements to comply with, and notwithstanding various meetings that were held in this regard with the developer and several representatives on her behalf, including translators.</p> <p>(e) <u>That Council cancels the transaction for the sale and development of a portion of land located on the banks of the Swakop River allocated to Oluga Trading Enterprise Pty Ltd due to failure to comply with Council decisions as quoted below:</u></p> <p>(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.</p> <p>(f) That Council takes note that due to the failure of Oluga Enterprise (Pty) Ltd to submit a Surveyor-approved diagram, no property is available to conclude the deed of sale.</p>	<p>and submits a good standing certificate from the Ministry of Finance.</p> <p>(c) That Council grants an extension of time to Oluga Trading Enterprise (Pty) Ltd, for a further period of twelve (12) months to perform as per the initial conditions approved by Council, and that no township subdivision be allowed.</p> <p>(d) That it be noted that the proof of financing is not issued in the name of Oluga Trading Enterprise (Pty) Ltd, but in the personal names of Mr D and Ms C Howard, and that Oluga Trading Enterprise (Pty) Ltd be requested to submit the proof of financing.</p> <p>(e) <u>That Oluga Trading Enterprise (Pty) Ltd, shareholding structure/ownership should NOT be amended.</u></p> <p>(f) That Clause 7.5 of the Property Policy be complied with in terms of purchase price escalation, which is prescribed as follows:</p> <p>(i) Should a period of more than one year, but less than 5 years, lapse since Council approved a purchase price, the purchase price shall be escalated with 5% per annum and be submitted to Council for approval.</p> <p>(ii) Should a period of more than five years lapse since approval by Council of the purchase price, fresh valuations be obtained and submitted to Council for approval.</p> <p>(iii) That the transaction be concluded within 120 days from the date when the Surveyor-General-approved diagram is in place.</p>

Recommendation tabled to the Management Committee.	Council's decision of 02 October 2025 under item 11.1.10
	(iv) That ministerial approval be obtained as a result of the change of the purchase price due to price escalation.

After the above resolution, Oluga Enterprises (Pty) Ltd was informed of Council's decision of **02 October 2026**, in which she was granted an extension of 12 months to perform.

Point (i) of the first Council's decision made on **27 April 2017** is quoted below for ease of reference:

"(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."

Since the allocation of the portion of land to Oluga Enterprises Pty Ltd, no agreement was signed or entered into between Council and Oluga. Meaning that there is no legal relationship between Council and Oluga Enterprises Pty Ltd until dated.

3. Portion located on the banks of the Swakop River

Portion of land allocated on 27 April 2017 under item 11.1.33 to Oluga Enterprises Pty Ltd.



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

RECOMMENDED:

- (a) That Council takes note of the presentation by Oluga Enterprises Pty Ltd on the current status and future timelines for the development and establishment of a tourism and accommodation facility.
- (b) That the project be continued under the existing terms and conditions.

11.1.33

OLUGA ENTERPRISES (PTY) LTD: APPLICATION FOR LAND ON THE BANKS OF THE SWAKOP RIVER

(C/M 2017/04/27

-

G 4/1/1 (16))

RESOLVED:

- (a) That Council sells a portion of land on the banks of the Swakop River to Messrs Oluga Enterprises (Pty) Ltd to establish a tourism and accommodation facility as per their presentation to the Special Management Committee meeting held on 08 March 2017.
- (b) That should the application of Messrs Oluga be approved, the same terms and conditions applicable as that of Messrs Desert Breeze Lodge be applicable to Messrs Oluga Enterprises (Pty) Ltd as below:
- (c) That the following conditions be made applicable to the sale of the portion of the Swakopmund Townlands, ±30 000m² in extent, adjacent to the Swakop River, to Messrs Desert Breeze Lodge as approved by Council on 30 July 2015 under item 11.1.8:
- (i) *That the Engineering Services Department determines the intended zoning.*
 - (ii) *That the Engineering Services Department supplies a layout plan of the land to be sold.*
 - (iii) *That the probable market valuation based on the intended zoning be obtained from Council's appointed municipal valuers and two additional valuers, of which the average of the three valuations be used to determine a purchase price, for consideration and approval by Council.*
 - (iv) *That a detailed development plan be provided before any statutory procedures are started with.*
 - (v) *That any required upgrading of Municipal services be for the applicant's account.*
 - (vi) *That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act 23 of 1992, (as amended), and the Townships Ordinance 11 of 1963, respectively, be dealt with successfully.*
 - (vii) *That the applicant provide all infrastructure for its own account and to the specifications of the Engineering Services Department and Erongo RED.*
 - (viii) *That no development be permitted to commence until the statutory disciplines have been completed.*
- (d) That the following procedures also be applicable:
- (i) *That the applicant be responsible for all statutory disciplines to be completed within 12 months from the date of sale at their own cost.*
 - (ii) *Completion of internal and external services within 24 months from the date of sale.*
 - (iii) *The whole development project must be completed within 48 months from the date of sale, and if no development is made in terms of the conditions of the agreement of sale, the property shall revert to Council without any compensation to the purchaser.*

M/C ADDENDUM NO: 7.2
(14 August 2025)

OLUGA ENTERPRISE (PTY) LTD: CURRENT SITUATION REGARDING THE DEVELOPMENT OF A PORTION OF LAND LOCATED ON THE BANKS OF THE SWAKOP RIVER

(16/1/4/2/1/5)

1. Purpose of the Submission

The purpose of this submission is for Council to consider whether it intends to continue with the long outstanding transaction for the sale of a portion of land (1 ha) along the Swakop riverbanks to Oluga Enterprises (Pty) Ltd (hereinafter referred to as "Oluga") for the development of an accommodation establishment.

Point (j) of Council's decision made on **27 April 2017** is quoted:

- (j) *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.*

The application for the allocation of 3 ha was initially approved on **27 April 2017** and the size was reduced to 1 ha and approved by Council on **28 March 2018**.

Although the progress of the installation of services to Extension 32, Swakopmund (located in the vicinity of this portion of land), has an effect on the development of the accommodation establishment, it does not hamper the requirement for Oluga to provide proof of financing for the project.

Various consultations were held with Ms H Dula of Oluga and it was explained repeatedly on numerous occasions in the presence of several different potential investors and friends of Ms Dula that the allocation of the land is to Oluga for the establishment of an accommodation facility and not for mere speculation. Ms H Dula offered the undeveloped property to a number of entities for sale.

Below a map showing the location of the portion located to Oluga south of Extension 36, Swakopmund:



2. Introduction

Oluga has not fully complied and has not submitted all the documents as required in terms of the latest letter addressed to them dated **20 January 2025 (Annexure "A")**. The following information was requested to be submitted by the entity by **09 May 2025**:

- 2.1 Proof of the appointment and payment of a town planner to attend to the subdivision of the portion of land measuring approximately 10 000m². This is required in terms of the two Council resolutions quoted below:

2.1.1 Council's resolution of **27 April 2017** under item 11.1.33, point (j):

- (j) *That the applicant takes note that a Surveyor-General approved diagram must be in place in order to finalise the transaction."*

2.1.2 Council's resolution of **28 March 2018** under item 11.1.4, point (c):

- (c) *That the transaction be concluded within 120 days from date when the Surveyor-General approved diagram is in place."*

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The appointment of a town planner is the responsibility of the developer. In this regard see point (h) of Council's decision passed on **27 April 2017**:

"(h) That all costs related to this transaction (advertising, subdivision, rezoning etc.) be borne by the applicant."

- 2.2 Provide **formal proof of the entity's ability to finance the project**, as well as a clear description of the project and the buildings expected to be erected on site (see point (c) (v) below), in order for Council to measure progress and performance. This requirement is in terms of Council's decision made on **25 February 2021** under item 11.1.4 (e):

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

- 2.3 A **good standing from the Ministry of Finance** for Oluga. This is a standard requirement by the Deeds Registry Office in order to enable transfer of ownership.
- 2.4 As elaborated under point 4 below, the developer submitted documents on **09 May 2025**. However, the proof of the entity's ability to finance the project was in the name of Howard Krogh Architects.
- 2.5 The involvement of a third party to which Council has no contractual obligations complicates the relationship between Council and Oluga in that Council has no recourse against the third party basically stepping in the place/part of Oluga.

3. **Background**

- 3.1 On **20 July 2016**, Oluga applied to purchase a portion of land on the banks of the Swakop river with the intention to establish a tourism and accommodation facility in the form of a lodge.

For ease of reference the resolutions are quoted as part of the submission and not attached as annexures.

- 3.2 Their application was approved on **27 April 2017** under item 11.1.33, subject to the following conditions (for ease of reference comments are made for clarification):

"(a) That Council sells a portion of land on the banks of the Swakop River to Messrs Oluga Enterprises (Pty) Ltd to establish a tourism and accommodation facility as per their presentation to the Special Management Committee meeting held on 08 March 2017.

On the official company registration document of the entity Ms Helena Dula is the sole shareholder and Mr Dennis de Wet as Directors.

(b) That should the application of Messrs Oluga be approved, the same terms and conditions applicable as that of Messrs Desert Breeze Lodge be applicable to Messrs Oluga Enterprises (Pty) Ltd as below:

(c) That the following conditions be made applicable to the sale of the portion of the Swakopmund Townlands, $\pm 30\,000\text{m}^2$ in extent adjacent to the Swakop River, to Messrs Desert Breeze Lodge as approved by Council on 30 July 2015 under item 11.1.8:

(i) That the Engineering Services Department determines the intended zoning.

(ii) That Engineering Services Department supplies a layout plan of the land to be sold.

- (iii) That the probable market valuation based on the intended zoning be obtained from Council's appointed municipal valuers and two additional valuers of which the average of the three valuations be used to determine a purchase price, for consideration and approval by Council. } On 28 March 2018 under item 11.1.4 Council approved the purchase price in the amount of N\$ 430 000/m², i.e. N\$ 4 300 000.00 for a portion of land measuring 10 000m².
- (iv) That a detailed development plan be provided before any statutory procedures are started with.
- (v) That any required upgrading of Municipal services be for the applicant's account.
- (vi) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act 23 of 1992, (as amended), and the Townships Ordinance 11 of 1963 respectively, be dealt with successfully. } On 16 July 2018 approval was granted by the Ministry of Urban and Rural Development to proceed with the transaction. The transaction is pending the provision of a Surveyor-General approved diagram by the developer.
- (vii) That the applicant to provide all infrastructure for its own account and to the specifications of the Engineering Services Department and Erongo RED.
- (viii) That no development be permitted to commence until the statutory disciplines have been completed.
- (d) That the following procedures also be applicable:
 - (i) That the applicant be responsible for all statutory disciplines to be completed within 12 months from date of sale at their own cost. } The "date of sale" is the date of signing the deed of sale.
 - (ii) Completion of internal and external services within 24 months from date of sale. } Council is in the process of expanding the existing external services closer to the location of the portion of land.
- (iii) The whole development project must be completed within 48 months from date of sale and if no development is made in terms of the conditions of the agreement of sale the property shall revert to Council without any compensation to the purchaser.
- (iv) That the agreement of sale be concluded and signed within 12 months after this resolution is received by the applicant, failing which the resolution will lapse. } The deed of sale can only be signed once a property description is available, i.e. a Surveyor-General approved diagram is in place. On 03 August 2018 and 23 March 2023 ENSAfrica was requested to compile a draft agreement.
- (v) That in terms of the Property Policy, a deposit of N\$100 000.00 be required of the applicant to cover all fees and costs to Council, within 90 days from date of being informed of this Council resolution. } On 26 June 2018, Slowtown Coffee Roasters CC (Mr Dennis de Wet) paid the required deposit as director of Oluga Trading Enterprise (Pty) Ltd.
- (vi) The purchase price to be secured by means of a bank guarantee payable on date of transfer.
- (vii) Submit total layout plans, indicating the infrastructure, details of the project as well as the service demand for the intended project within 3 months of being notified of the approval of the application.

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- (e) That the applicant indemnifies Council against any claims resulting from blasting.
- (f) That the action referred to in (a)(vi), only be proceeded with once the deposit referred to in (b)(v), has been made.
- (g) That all costs relating to the transfer of this erf, (including but not limited to transfer duty, conveyancer's costs, compilation of Agreement of Sale, as well as any legal or other costs that may arise from this application), be for the applicant's account.
- (h) That all costs related to this transaction (advertising-, subdivision-, rezoning etc.) be borne by the applicant.
- (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 takes note that a Surveyor-General approved diagram must be in place in order to finalise the transaction." } In this regard a letter dated 17 May 2024 was issued to the developer.

The above resolution was communicated to Oluga per letter dated **22 May 2017**

- 3.3 On **28 March 2018** under item 11.1.4 Council approved the reduction of the size of the portion of land from 3 ha to 1 ha and approved the purchase price of the said portion of land:

(a) That Council approves the purchase price of undeveloped land on the banks of the Swakop River at:

(i) NS\$430.00/m² x 10 000m² = NS\$ 430 000.00 excluding VAT to Messrs Oluga Enterprises (Pty) Ltd.

(b) That upon acceptance of the purchase price by the purchasers, Ministerial approval be obtained in terms of Section 30 (1) (t) of the Local Authorities Act 23 of 1992 to proceed with the transaction. } As indicated above, the required approval was granted on 16 July 2018.

(c) That the transaction be concluded within 120 days from date when the Surveyor-General approved diagram is in place. } In this regard, a letter dated 17 May 2024 was issued requesting the submission of a Surveyor-General approved diagram.

(d) That payment of the purchase price be secured either in cash or bank guarantee in favour of the Swakopmund Municipality within 120 days from date of the Surveyor-General

approved plan in place. Failure to secure the purchase price will result in cancellation of the transaction without further notice.

(e) That Messrs Oluga Enterprises (Pty) Ltd comply with the statutory processes until completion of the projects.

A letter dated **22 November 2018** was addressed to the entity to provide the outstanding documents in terms of the above decision. No response was received from the applicant. Upon further inquiry, it was determined that the lack of response was due to insufficient funds as well as lack of understanding of the concept of the transaction on the part of Oluga Enterprise Pty Ltd.

- 3.4 Over the years, various meetings and discussions of the transaction were held between Council and Ms Helena Dula of Oluga with her different representatives and letters were written to her to clarify of what is expected of the applicant to comply and submit to Council in order to continue with the transaction. The details of the transaction were explained on numerous occasions and even in the presence of translators

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3.5 Although the development of the two adjacent portions is also held in abeyance pending the installation of services to Extension 32, Swakopmund, the developers paid the respective purchase prices and transfer of ownership was finalized.

4. **Current Situation**

An email dated **22 April 2025 (Annexure "B")** was received from Howard Krogh Architects stating that they were appointed to act on behalf of Oluga to facilitate the purchase and develop the allocated portion of land on the banks of the Swakop river.

It appears from the various discussions and documents that Howard Krogh Architects intends to acquire the portion of land from Oluga and develop same.

They state in their e-mail that they have appointed Andrew Van der Westhuizen Town Planning & Properties as town planner who has been working on the statutory process; and they have also recently appointed Herman Strydom a land surveyor to further assist in the subdivision process in order to speed up the process. In this email they requested for a meeting to discuss the way forward regarding Oluga.

Subsequent to the above, On **24 April 2025** a meeting was held between the representatives of Howard Krogh Architects, the Manager: Property and Housing Mr M Kruger, the Property Officer Ms N Gustaf and the property officer, Ms E Nakale.

In the meeting, Howard Krogh Architects wanted to clarify all enquiries regarding the transaction and to confirm their intention of assisting Oluga and that they will take full responsibility to facilitate the successful development of the portion land.

During the meeting, the Manager: Property and Housing made it clear Howard Krogh Architects who is acting on behalf of Oluga that if the documents required are not submitted by the set due date the transaction will be cancelled.

The final opportunity to provide the outstanding documents to Council was **09 May 2025**.

As can be seen from the attached email dated **08 May 2025 (Annexure "C")** and documents submitted by Howard Krogh Architects, appointed to act on behalf of Oluga Trading Enterprise did not manage to submit all required documents to Council as undertook, they only managed to submit the following documents listed:

- 4.1 letter from appointed Town Planner (Van Der Westhuizen Town Planner & Properties) to attend to the subdivision of the portion of land; and a
- 4.2 letter from Bank Windhoek confirming Mr and Ms Howard are in good standing to complete the project on behalf of Oluga.

In addition the above, Mr and Ms Howard have also submitted additional documents important to the transaction:

- (i) Resolution appointing Mr. de Wet as Shareholder;
- (ii) Share Certificates; and
- (iii) The power of attorney signed by both Mr De Wet and Ms Dula, authorising Howard Krogh Architects to act on behalf of Oluga.

A good standing certificate from the Ministry of Finance for Oluga Trading Enterprise Pty Ltd is still outstanding.

Ms Ciske Howard confirmed in the email that the good standing confirmation from the Ministry of Finance for Oluga Trading Enterprise is in progress as the company is dormant.

On **22 May 2025** Ms Ciske Howard enquired on the way forward and a reply was sent to confirm that the matter must be submitted to Council to consider whether Council intends to proceed with the transaction.

5. **Discussion**

The portion of land allocated to Oluga is located on the site neighbouring the portions already allocated to Santiago Property Developers being ±7ha, and Swakopmund River Eco Consortium being ±3.5ha and Desert Breeze Lodge being ±3ha.

A map indicating the location of the portion of land is attached as **Annexure "D"**.

Except for Desert Breeze Lodge, these portions of land are not yet serviced, and they are in an area that is rapidly expanding with numerous future extensions that are already planned and approved by Council.

Council secured funds with Erongo Red to develop Extensions 32, 33 and 36, Swakopmund.

Until main services lines are not installed, no services will be available for Oluga to connect to.

It is therefore:

RECOMMENDED:

- (a) That Council takes note of the email dated 08 May 2025 and documents received from Howard Krogh Architects acting on behalf of Oluga Trading Enterprise (Pty) Ltd in reply to Council's letter dated 20 January 2025 executing Council's decision passed on 27 April 2017 under 11.1.33 point (j) and on 28 March 2018 under item 11.1.4, point (c).
- (b) That Council takes note that in terms of Council decision's mentioned in (a) above, Howard Krogh Architects acting on behalf Oluga Trading enterprise did not comply and has not submitted a good standing certificate from the Ministry of Finance.
- (c) That it be noted that the proof of financing is not issued in the name of Oluga Enterprise (Pty) Ltd, but in the personal names of Mr D and Ms C Howard and that the involvement of a third party with which Council has no agreement with will complicate the execution of obligations by Oluga Enterprise (Pty) Ltd and future recourse in case of non-performance.
- (d) That the transaction of Oluga Trading Enterprise (Pty) Ltd has been delayed since the 28 March 2018 mainly due to the developer not understanding the requirements to comply with and notwithstanding various meetings that were held in this regard with the developer and a number of representatives on her behalf, including translators.
- (e) That Council cancels the transaction for sale and development of a portion of land located on the banks of the Swakop River allocated to Oluga Trading Enterprise Pty Ltd due to failure to comply with Council decisions as quoted below:

(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.
- (f) That Council takes note that due to the failure of Oluga Enterprise (Pty) Ltd to submit a Surveyor approved diagram no property is available to conclude the deed of sale.

"FOR CONSIDERATION"

GM: CS&HC (50)

11.1.30

MASS HOUSING DEVELOPMENT PROGRAMME: APPLICATION FOR CANCELLATION OF PRE-EMPTIVE RIGHT OVER ERF 2202, EXTENSION 10, MATUTURA BY MS YVONNE MALETZKY

(C/M 2026/03/05 - E 2202 M)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **10.7** page **87** refers.

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

1. **PURPOSE**

The purpose of this submission is to obtain Council's approval for the cancellation of the 10-year pre-emptive right registered against the title deed of Erf 2202, Extension 10, Matutura, measuring 366m², which was allocated under the Mass Housing Development Programme to Ms Yvonne Maletzky.

The cancellation is being requested to allow the sale of the property by the beneficiary prior to the expiration of the 10-year pre-emptive period, due to financial hardship and extenuating personal circumstances.

2. **INTRODUCTION AND BACKGROUND**

Erf 2202, Extension 10, Matutura was allocated to Ms. Yvonne Maletzky under the Mass Housing Development Programme. The land was donated by Council, while the improvements were financed by Standard Bank Namibia. Clause 2.3.1 of the Tripartite Agreement, as signed on **20 November 2018**, prohibits the alienation of the property to a third party within a period of 10 years from the date of purchase as follows:

"The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof or any sectional title unit, or right to erect such unit thereon, for a period of 10 years as from the date of registration of transfer of the Property into the name of the Beneficiary pursuant to this agreement, unless Council has in consultation the NHE has consented to such transfer in writing and the Property was offered in writing for sale to the Council, who has in consultation with the NHE rejected the offer in writing. The Council shall, within 60 days of the receipt of the written offer, be entitled to accept the offer to purchase the Property at a price equal to the agreed costs for the construction of the Property herein recorded, plus the reasonable costs which the Beneficiary may have incurred to further permanently improve the Property (excluding the costs of maintenance and upkeep thereof), which costs shall be determined by an independent valuator appointed by the Council, whose determination shall be final and binding on the parties. For the purposes of this clause 2.3.1, "alienation" shall not include the passing of ownership by means of marriage, inheritance, or due to legal processes following divorce, sequestration, or affecting the Beneficiary's legal status or capacity."

Clause 2.3.1 of the Tripartite Agreement establishes the above condition as material and binding. The restriction aims to prevent the commercialisation of subsidized housing and to ensure long-term occupation by beneficiaries or their immediate families.

3. **PRE-EMPTIVE RIGHT**

Upon registration of Erf 2202, Matutura Extension 10 to Ms. Maletzky on **1 July 2019**, under Deed of Transfer T4037/2019, the following conditions in favour of the local authority were simultaneously recorded (**Annexure A**):

"The property, any portion thereof, or share therein may not be alienated within a period of 10 (ten) years from the date of first transfer of the property, unless:

1. *The Council, in consultation with NHE, has consented thereto in writing, and*
2. *The property was offered for sale to the Council in writing, and the Council, in consultation with NHE, has rejected the offer in writing. The Council shall be entitled to accept the offer at a price equal to:*
 - 2.1 *The cost of construction of the dwelling at the property charged by NHE to the transferee, and*
 - 2.2 *The reasonable cost of any additional improvement of the property other than the said construction costs, as determined by an independent valuator appointed by the Council, whose determination shall be final and binding on the parties concerned.*

The Council shall accept or reject the offer in writing within 60 (sixty) days of receipt of the offer."

Accordingly, the purchaser may not sell the property to any third party before the expiry of the 10 years, unless it is first offered back to Council. In respect of Erf 2202 (Annexure 'A'), the 10-year pre-emptive period remains in force until **30 June 2029**.

4. **PREVIOUS RESOLUTIONS FOR SIMILAR CASES**

The following are resolutions for similar requests that were passed by Council.

- 4.1 On **29 April 2025** under item 11.1.25: application by Ms L Mwashindange for waiver of the pre-emptive right over erf 2077, Matutura, Extension 10 was resolved as follows:

- (a) *That Council approves the application of Ms. Loide N Mwashindange by waiving the 10-year restriction over Erf 2077, Matutura, Extension 10, to sell the said erf to Ms Elina N Titus.*
- (b) *.....*
- (c) *That Ministerial consent be obtained to allow Ms Mwashindange to sell Erf 2077, Matutura, Extension 10, to the third party, Ms Titus.*
- (d) *That Ms Mwashindange be informed that she no longer qualifies for allocation of an erf under the low-cost housing projects, as she is no longer a first-time property owner."*

- 4.2 On **14 November 2024** under item 11.1.22: application by MS A D S Ganases to waive the pre-emptive right of Erf 7693, Extension 28, Swakopmund was resolved as follows:

"(a) That Council approves to waive the pre-emptive right over Erf 7693, Extension 28, Swakopmund by allowing Ms Ashley Delecha Sharon Ganases the daughter and executor of the estate of the late Mr John Elvis Gariseb to sell the erf to Mr Nelson Jeremia Korukuve based on an agreement reached between the children, and the reimposition of condition of sale remains in force.

(b)

(c)

(d)

(e)

(f) That Council delegates authority to the Chief Executive Officer to cancel the restrictive pre-emptive clause over a property where:

(i) A beneficiary is deceased, and the heirs agree to sell the property,

(ii) In instances where a purchaser passed on, and the executor requested to sell to a 3rd party,

(iii) The restrictive clause is to be reimposed on the new owner.

This delegation of authority is to avoid similar cases being submitted to Council continuously or on every such occasion.

4.3 On **08 October 2024**, under item 11.1.12: application by Mr Patrick Vihanga for waiver of the pre-emptive right over Erf 7688, Swakopmund, Extension 28 was resolved as follows:

(a) That That Council waives the 10-year restriction over Erf 7688 Swakopmund, Extension 28, to allow Mr Vihanga to sell the said erf to Mr and Mrs Kativa.

(b)

(c) That Ministerial consent be obtained to allow Mr. Vihanga to sell Erf 7688, Swakopmund, Extension 28, to the third party, Mr. and Mrs. Kativa

(d) That Mr. Vihanga be informed that he no longer qualifies for allocation of an erf under the low-cost housing projects, as he is no longer a first-time property owner.

4.4 On **4 November 2025** under item 11.1.12, application by Mr & Mrs McNab to waive the pre-emptive right over Erf 2176, Matutura, Extension 10 was resolved as follows:

(a) That Council waives the pre-emptive right over Erf 2176, Matutura, Extension 10, enabling Mr and Mrs McNab to sell the erf to Mr Uiseb and Mrs Uises (who meet the eligible criteria) through a simultaneous transfer.

(b) That Council acknowledges the signed consent from NHE attached as Annexure "D"(on file).

(c) That ENS Africa be informed to submit consent to waive the pre-emptive right over erf 2176, Extension 10, Matutura, to be signed by Council.

(d) That Council approves the publishing of an advert to invite low-cost homeowners to follow up on their property transfer, to avoid similar cases from happening.

(e) That Mr & Mrs McNab be informed that they no longer qualify for allocation of an erf under the low-cost housing projects, as they will no longer be first-time property owners after the sale.

5. **DISCUSSION**

Ms. Maletzky, through a formal letter addressed to NHE, dated **5 June 2025 (Annexure "B")**, requested a waiver of the pre-emptive condition imposed

on Erf 2202, Extension 10, Matutura, to enable the transfer of the property to a third party, Ms. Francina Mukoshange Shinedima. The request is motivated by Ms. Maletzky's financial hardship, evidenced by a letter of demand from Standard Bank Namibia, the bondholder is attached as **Annexure C**.

As per the conditions in favour of the local authority registered on the title deed, the beneficiary may not alienate the property, unless the beneficiary has first offered it to Council at a price equivalent to the construction cost plus the value of reasonable permanent improvements, and Council, in consultation with the National Housing Enterprise (NHE) has provides consent to waive the condition.

Due to budgetary provision neither Council nor NHE is willing to purchase the property from the beneficiary. The valuation conducted by Standard Bank Namibia on **9 May 2025** estimates the market value of Erf 2202, Extension 10, Matutura, at N\$650,000.00 (**Annexure "D"**).

On **8 September 2025**, Ms. Maletzky submitted a follow-up letter to Council.

(**Annexure "E"**), acknowledging that she was not aware of the requirement to first offer the property to Council. Ms Maletzky further noted that she had already entered into a sale agreement with Ms. Shinedima, which is currently at an advanced stage, with legal processes already underway, pending only the issuance of the pre-emptive consent cancellation certificate to proceed with the transfer.

It is noted that Ms. Shinedima is not listed on the Master Waiting List; however, she is a resident of Swakopmund (**Annexure "F"**) and a first-time homeowner. Although Ms. Shinedima is not listed on the Master Waiting List, there are compelling grounds to support the allocation in line with the provisions of the Tripartite Agreement, particularly Clause 2.3.1, which stipulates that where the Council or NHE elect not to purchase the property, the sale to a third party should be permitted.

As per the tripartite agreement under clause 2.3.1, it states that if Council or NHE does not wish to buy the property, the sale to a third party should be permitted. Below are the approved criteria by Council to be considered for third sales."

The Third-Party Criteria	Do They Comply
1. <i>Must be on the Master Waiting List</i>	No
2. <i>Must reside in Swakopmund</i>	Yes
3. <i>Must be a first-time homeowner</i>	Yes
4. <i>Must earn at least N\$ 6000.00 or more</i>	Yes

6. **PROPOSAL**

Considering the circumstances presented, Council may consider cancelling the pre-emptive right.

The sale to a third party may be permitted as both, Council and NHE do not intend to purchase Erf 2202 from the beneficiary. Ms. Maletzky has demonstrated financial hardship, supported by the demand letter from Standard Bank Namibia. The risk of default and possible legal action against the beneficiary justifies exceptional consideration in line with past Council resolutions for similar cases.

The intended purchaser, Ms. Francina Mukoshange Shinedima, is a Swakopmund resident, a first-time homeowner, and meets the income requirements, though not listed on the Master Waiting List.

It is proposed that Council considers the cancellation of the pre-emptive right on Erf 2202, Extension 10, Matutura, to provide relief to Ms. Yvonne Maletzky due to proven financial hardship, and allocate to a first-time homeowner, who is a resident of Swakopmund, Ms Shinedima.

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

RECOMMENDED:

- (a) That Council takes note of the request by Ms. Yvonne Maletzky to cancel the pre-emptive condition and alienate Erf 2202, Extension 10, Matutura, measuring 366m² in extent, due to financial hardship.
 - (b) That Council takes note that the 10-year pre-emptive right registered over Erf 2202, Extension 10, Matutura, is set to expire on 30 June 2029.
 - (c) That Council declines the offer to purchase Erf 2202, Extension 10, Matutura and approves the waiver of the pre-emptive condition that enables the transfer of Erf 2202, Extension 10, Matutura, from Ms. Yvonne Maletzky to the third-party, Ms. Francina Mukoshange Shinedima, who is not on the Master Waiting List; however, she is a resident of Swakopmund and a first-time homeowner (meeting 95% of the criteria).
 - (d) That both Council and NHE each sign the cancellation certificate for the pre-emptive condition, as proof of the written consent required in terms of Clause 2.3.1 of the Deed of Donation.
 - (e) That the transferring attorney be informed to draft a tripartite agreement between the Seller, the third party (buyer), and Council.
 - (f) That a tripartite agreement be served as a mandatory requirement whenever the third parties intend to sell the property.
 - (g) That Ms. Yvonne Maletzky be informed that she no longer qualifies for the allocation of an erf under the low-cost housing projects, as she will no longer be a first-time property owner.
 - (h) That the restrictive pre-emptive clause be re-imposed for the remaining period on the new title deed of Erf 2202 after transfer to Ms. Shinedima, to preserve the purpose and intent of the Mass Housing Development Programme.
 - (i) That this case shall not be used as a precedent, and that Council, in future, address the recurring issue of attorneys facilitating the sale of low-cost housing properties to third parties despite the pre-emptive rights held over such properties.
 - (j) That Council should ensure that this practice is discontinued, and that priority for the allocation or purchase of such properties be given to individuals and residents listed on the Master Waiting List, in line with Council's prior resolutions and commitments.
-

ANNEXURE "A"

6220271

2019-05-17

2019-05-21

4037 2019

DEED OF TRANSFER

ENGLING, STRITTER & PARTNERS
Attorneys, Notaries and Conveyancers
P.O. Box 43
12 Love Street
WINDHOEK

CBRA K215119

Prepared by me
CONVEYANCER
BEZUIDENHOUT C

NUMBER OF PREPAYMENTS OF PAY - EMPLOYEE RESERVE AND ACCUMULATION DAYS

DATE	7/1/2019	AMOUNT	3370
BY	451 490,00	FOR	2019
TO	112 372,00	FOR	2019

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

T 4037 J. 2019

THAT CLIFFORD BEZUIDENHOUT

appeared before me, Registrar of Deeds, at Windhoek, he the said Appearer, being duly authorised by a Power of Attorney granted to him by

MUNICIPAL COUNCIL OF SWAKOPMUND

Hm

dated the 17TH day of JANUARY 2019 and signed at SWAKOPMUND,



2

AND the said Appraiser declared that his said Principal had truly and lawfully donated the undermentioned property on the 17 JANUARY 2019 to YVONNE MALETZKY the said donation having been accepted on the 17 JANUARY 2019;

NOW THEREFORE he in his capacity aforesaid did, by these presents, cede and transfer, in full and free property, to and on behalf of -

YVONNE MALETZKY

Identity Number 841219 10060

Unmarried

Her Executors, Administrators or Assigns,

CERTAIN ERF NO 2202 MATUTURA
(EXTENSION NO 10)

SITUATE IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION

EXTENT 366 (Three Six Six) SQUARE METRES with General Plan S.G. No A357/2017

AND HELD BY CERTIFICATE OF REGISTERED TITLE NO T 4502/2018

A.SUBJECT to the following conditions in terms of Government Notice No 119 of 2019,
namely:

IN FAVOUR OF THE LOCAL AUTHORITY

- a) The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf must at all times be subject to the provisions of the Swakopmund Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance No 18 of 1954).
- b) The building value of the main building, including the outbuilding to be erected on the erf must be at least four times the prevailing valuation of the erf.



3

B.FURTHER SUBJECT to the following conditions now newly imposed in favour of the Municipal Council of Swakopmund ("The Council") and National Housing Enterprise, established in terms of the National Housing Enterprises Act 5 of 1993 ("NHE"), to wit :

The property, any portion thereof or share therein may not be alienated within a period of 10 (ten) years from date of first transfer of the property unless :

1. The Council, in consultation with NHE, has consented thereto in writing, and
2. The property was offered for sale to the Council in writing and the Council, in consultation with NHE, has rejected the offer in writing. The Council shall be entitled to accept the offer at a price equal to :
 - 2.1 The costs of construction of the dwelling at the property as charged by NHE to the transferee, and
 - 2.2 The reasonable costs of any additional improvement of the property other than the said construction costs, as determined by an independent valuator appointed by the Council, whose determination shall be final and binding on the parties concerned.

The Council shall accept or reject the offer in writing within 60 (sixty) days of receipt of the offer. "Alienate" shall not be construed as to include an alienation on account of a marriage in community of property, death, divorce, sequestration or any other change in the legal status of the owner of the property, on the understanding that the restraint on alienation shall be binding on the alienor's and his/her successor-in-title for the remaining period of the restraint."

WHEREFORE the appearer, renouncing all the rights and title the Municipal Council of Swakopmund heretofore had to the premises, did, in consequence also acknowledge it to be entirely dispossessed of, and disenthled to the same and that, by virtue of these presents, the said YVONNE MALETZKY, Her Heirs, Executors, Administrators, or Assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State, however, reserving its rights; and finally, acknowledging that Transfer Duty has been paid on the sum of N\$442 875,00 as determined by the Receiver of Revenue in terms of SECTION 14 OF 1993.

2019-07-01

SIGNED AT WINDHOEK ON
together with the appearer, and confirmed with my seal of office.



SIGNATURE OF APPEARER

Yvonne Maletzky
P.O.Box 1192
Swakopmund
yvnmaletz@gmail.com
0812343339
05 June 2025

The Manager
NHE
Swakopmund

Subject: Request for Consideration Regarding Sale of Property

Dear Sir/Madam,

I hope this letter finds you well. I am writing to formally explain the recent sale of my property located at 2202 Simon Pateya Street, Matutura, Swakopmund which was financed through your institution.

At the time of sale, I was not aware of the clause or condition that prohibited the sale of the property within the first ten years of ownership. I sincerely regret any breach of agreement that may have occurred and would like to express that it was never my intention to violate the terms of the loan or housing agreement.

The decision to sell the property was made due to financial hardship. Over time, the associated costs of maintaining the home became increasingly burdensome, and I could no longer afford to keep up with the financial obligations. After careful consideration, I concluded that selling the house was the only viable option to prevent further financial distress.

In light of the above, I kindly request the institute to consider waiving any penalties or restrictions that may apply due to the premature sale. I assure you that this situation arose purely out of necessity and not out of disregard for the agreement.

Thank you for your understanding and consideration. I look forward to your positive response.

Yours sincerely,

Yvonne Maletzky



REHABILITATION AND RECOVERIES

ADDRESS:
DEBENTURE:
ADDRESS:

MISS YVONNE MALETZKY
PO BOX 1192
SWAKOPMUND
NAMIBIA

September 04, 2025

Dear MADAM,

LETTER OF DEMAND

Reference:
To: Madam,

ACCOUNT NO: 60003278904
BALANCE OUTSTANDING: NAD 449,562.74
ARREARS: NAD 11,337.93

Standard Bank Namibia Limited (hereinafter "the Bank") hereby gives formal notice that your home loan account is in arrears in the amount of NAD 11,337.93, including interest at the rate of 11.50% per annum thereon, which amount is now due and payable.

You have breached the terms of your home loan agreement, in that you defaulted on your monthly instalments as required. As a result, thereof, the Bank hereby demands full payment of the above-mentioned arrears, within 14 (fourteen) days from date hereof.

Should you fail to make payment of the arrears, the Bank shall pursue its legal processes against you, to enforce its rights as set out in the Agreement and to claim the total amount due, without prejudice to any of its rights, and further hold you liable for any additional costs incurred.

In terms of normal banking practice, the Bank may list your name with the Credit Bureau. Kindly ignore this demand if the arrears stipulated above has already been paid.

To make arrangements or if in dispute, please call us on 061 294 2688 or 061 294 2575, alternatively send an e-mail to: CDMQueries@standardbank.com.na

Yours faithfully,

Standard Bank Namibia Limited
[Signature]
Ms Toini Kapapilo
MANAGER REHABILITATION

ANNEXURE "D"



FRANCINA SHINEDIMA
ERF 2202
MATUTURA
SWAKOPMUND
NAMIBIA

Credit Division

Tel: +264 (61) 2949700

Date
6th JUNE 2025

In reply please quote
Our reference:
Elbe Rittmann

Your reference
Erf 2202, Matutura, Swakopmund

Dear Sir/Madam,

VALUATION ON PROPERTY AS REQUESTED.

Your valuation request for the following

ERF 2202, Matutura, Swakopmund

Valuation Value **N\$650,000.00 (Six Hundred and Fifty Thousand Namibian Dollars)**
NOTE: "AS IS" VALUE

Insurance Value **N\$790 000.00 (Rounded) (Seven Hundred and Ninty Thousand Namibian Dollars)**
NOTE: "Insurance" VALUE

Please take note that the valuation amount as per valuation report dated 9 May 2025 in question reflects a market related value towards the Bank.

Please take note that according to Bank of Namibia regulations that a Residential Property Valuation is ONLY valid for 6 calendar months.

Disclaimer: Our inspection and value of your property offered as security is done solely for the internal administrative purposes of Standard Bank Namibia and should not be relied upon for any other purposes.

Any queries in this regard please do not hesitate to contact us.

Yours Faithfully

Elbe Rittmann
Valuations Department

08 September 2025

The Chief Executive Officer
Municipality of Swakopmund
Swakopmund

Dear Sir,

RE: Request for Cancellation of Pre-Emptive Rights – Erf 2202, Matutura

I trust this letter finds you well.

I am writing to formally explain the recent sale of my pre-emptive rights concerning Erf 2202, Matutura, Swakopmund. At the time of entering into the agreement, I was not fully aware that I was required to retain ownership of the property for a minimum period of ten (10) years, or that, in the event of a sale, I had to first give Council the opportunity to repurchase the property.

Due to unforeseen financial constraints and personal circumstances, I have found it difficult to maintain the property. In order to avoid defaulting on my obligations and to ensure that the property continues to be properly utilized, I entered into an agreement with Ms. Fransina Shinedima. The transfer process is already at an advanced stage with the lawyers.

In light of the above, I kindly and respectfully request Council's approval to cancel my pre-emptive rights under the Mass Housing Programme in good faith. This will enable the transaction to be finalized and will also ensure that the property continues to serve its intended purpose of providing decent housing to a deserving resident of our community.

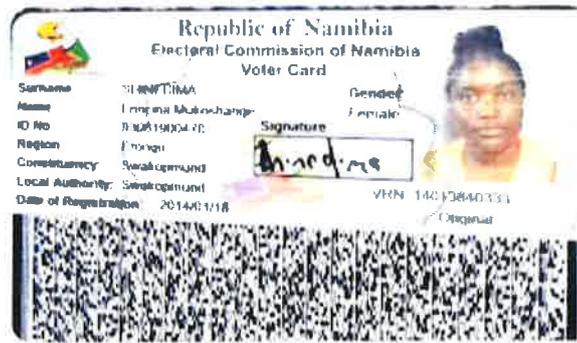
I sincerely regret any inconvenience caused by this situation and assure the Council that my request is made with the utmost respect and in good faith.

Thank you for your understanding and consideration.

Yours faithfully,


Yvonne Malatzky
081 234 3339

ANNEXURE "F"



This card is the property of The Electoral Commission of Namibia
If found please return to:

The Director
Electoral Commission of Namibia
Electoral House
67-71 Van Rijn Street
Windhoek North
Private Bag 13352
WINDHOEK
NAMIBIA

11.1.31

RESERVATION OF 6 ERVEN TO SWAKOPMUND MUNICIPALITY STAFF MEMBERS IN EXTENSIONS 25, SWAKOPMUND

(C/M 2026/03/05 - E 6872, E 6890, E 6898, E 6920, E 6922, E 6933)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **10.8** page **102** refers.**A. This item was submitted to the Management Committee for consideration:****1. INTRODUCTION**

The purpose of this submission is to request Council's consideration and approval for the reservation of six (6) vacant erven, previously allocated under the Swakop Uranium Housing Project, zoned "Single Residential" and located in Extension 25, Swakopmund, for allocation and sale to qualifying employees in accordance with Council's Property Policy, as amended on 26 October 2023 under item 11.1.14 (in camera).

2. BACKGROUND

The Swakop Uranium Housing Project was initially allocated 63 single residential erven in Extension 25, Swakopmund, for allocation to its employees. A map is attached as **Annexure "A"**. Numerous extensions were granted to beneficiaries to comply with the conditions of allocation. However, some beneficiaries failed to perform, resulting in the revocation of erven, as approved by Council at its meeting held on **2 October 2025**, under item 11.1.29, as follows:

(c) That Council approves a final 60-day extension of the payment period for the following six (6) beneficiaries, commencing from the date of signing the addendum:

No.	Erf No.	Name
1	6872	Nelende Johannes Kandali
2	6880	Johr Albert Eric
3	6884	Haiyaka Julius Ndemweefa
4	6893	Tsaraeb Nelson Nesley
5	6898	Ngolo Efraim
6	6929	Manga Seth Homeboy

(n) That Council approves the return of the two (2) erven below to be sold on Closed Bid Sales or Council's initiated projects:

No	Erf No	Size	Purchase Price (N\$)
1	6920	653	117 540.00
2	6922	400	72,000.00

(o) That any future erven under the Swakop Uranium Housing Project that will be revoked due to beneficiary non-performance shall be returned to Council-initiated projects or closed bid sales.

The beneficiaries, Ngolo Efraim and Nelende Johannes Kandali, who were allocated Erven 6898 and 6872, Extension 25, Swakopmund, failed to perform their contractual obligations to settle the purchase price, despite being granted a 60-day extension and a notice to rectify the breach, which lapsed on **27 January 2026** without compliance, thereby rendering their contracts null and void (**Annexure "B"**).

Council further dismissed the appeals of two Swakop Uranium employees who are not first-time homeowners, as one of the conditions of allocation to the beneficiaries on **4 November 2025**, under item 11.1.4, as follows:

- (a) That Council takes note of the appeals against the cancellation of the sale of erven to two Swakop Uranium employees, Ms Ndadjepuke Namene Tukate Nhinda, who were allocated Erf 6891, Extension 25, Swakopmund, and Mr Pendapala Sheehama, allocated Erf 6933, Extension 25, Swakopmund, who are not first-time homeowners, a condition of allocation under the Swakop Uranium Housing Project.
- (b) That Council takes note that Ms Nhinda owns an immovable property, Farm Kransneus No. 219, in the Khomas Region, registered under the Rehoboth "Gebiet" in accordance with the Registration of Deeds in Rehoboth Act, 93 of 1976, while Mr Sheehama owns vacant Erf 5019, Ondangwa, registered in his name in terms of the Deeds registries Act 47 of 1937.
- (c) That the appeal of Ndadjepuke Namene Tukate Nhinda, and Mr Pendapala Sheehama, not be approved.
- (d) That all applicants under the Swakop Uranium Housing Project be informed that only first-time homeowners will be considered for allocation.

On **24 November 2022**, under item 11.1.38, Council further resolved that the erven be sold at N\$180.00 per m², being a price recovery rate for the servicing costs of Extension 25, Swakopmund, as follows:

- (a) That the erven be sold at N\$180.00/m² as per Annexure "G", (on file).

Attachments:

- Annexure "A"** - A map indicating the location of the "single residential" erven in Extension 25, Swakopmund
- Annexure "B"** - Notice to rectify breach that was due **27 January 2026**
- Annexure "C"** - Section 6 of the Property Policy with regard to the Allocation of Erven to Employees

3. **CURRENT STATUS OF THE RESERVATION OF 28 ERVEN FOR EMPLOYEES**

Since the reservation and finalization of the transfer of ownership of 26 erven in Extension 1, Matutura, and 2 erven in Extension 15, Swakopmund, during 2020, 15 more erven in Extensions 30 and 31, Swakopmund, were offered to employees in 2025, which are currently under transfer.

This situation highlights a continued and growing demand for housing opportunities among employees. The reservation of additional erven is therefore necessary to promote staff welfare, support employee retention, and provide equitable access to homeownership opportunities in line with Council's Property Policy.

4. **AMENDMENT TO THE PROPERTY POLICY: SALE OF ERVEN TO STAFF MEMBERS**

Following the process of allocating the 28 erven to employees, a shortcoming was identified in the Property Policy. On **26 October 2023**, under item 11.1.14 (an in-camera meeting), Council approved the following amendment:

- "(a) That the following limitations be added to Section 6, Sale of Erven to Staff Members as points 2.1.5 and 2.1.6:

2.1.5 that once a staff member listed for the allocation of a published list of erven is allocated an erf, the staff member be given a month to provide a pre-approval from a financial institution securing the purchase price, failure which the erf be offered to the next longest serving staff member.

2.1.6 Once a staff member was allocated an erf, provided a pre-approval, signed the deed of sale, and failed to perform within the 120 days, that the staff member be disqualified from applying if remaining erven of the same initial listing (specific erven listed in terms of Council's resolution) are readvertised for allocation.

(b) That the purpose of the above limitation is to prevent the longest serving employee from re-applying for an erf once the allocation list is exhausted and the erf/erven in the specific allocation decision is/are readvertised for allocation, thereby blocking the next longest serving employees from the opportunity to acquire an erf."

The amended section of the Property Policy is attached as **Annexure "C"**.

5. **PURCHASE PRICE**

On **25 April 2019**, under item 11.1.22, Council amended the Property Policy for the allocation of reserved erven to qualifying staff members to read:

~~"At a purchase price no less than development cost (the cost for the installation of services); being the upset price approved for a specific extension / neighbourhood in which such erven are located, as set-out in section 7.5.2 (amended by Council on 25 April 2019 under item 11.1.22)."~~

The amendment has been incorporated into the policy (attached as **Annexure "C"**). Quoted for ease of reference, the Council decision:

"That Section 6 point 3 of Council's Property Policy be amended to provide that erven reserved for staff members be sold at the upset price approved for a specific extension / neighbourhood in which such erven are located, as set-out in section 7.5.2:

- (i) **Commercial Auction:**
The upset price is determined by Council, but not less than the cost for the installation of services + at least 25%.
- (ii) **Community Auction:**
The upset price is determined by Council, using the cost for the installation of services as a reference. Council reserves the right to reduce the upset price at its discretion.
- (iii) **First Time Property Owner Auction:**
The upset price is determined by Council, but not less than the cost for the installation of services + at least 10%.

Since employees must be first-time property owners, it is proposed to apply point (iii) above to determine the purchase price for the 6 available erven. Therefore, the proposed purchase price is N\$180.00 / m² + 10%, i.e N\$198.00 / m² as set out in point 6 below.

6. **DISCUSSION**

Housing Section provided a list of the 6 vacant erven available in Extension 25, Swakopmund, as quoted below (the proposed purchase price is added):

No	Erf No	Size	Zone	Purchase Price
1	6872	400	Single Residential	NAD 79 200.00
2	6890	400	Single Residential	NAD79 200.00
3	6898	400	Single Residential	NAD 79 200.00
4	6920	653	Single Residential	NAD 129 294.00
5	6922	400	Single Residential	NAD 79 200.00
6	6933	400	Single Residential	NAD 79 200.00

7. **PROPOSAL**

It is proposed that the identified six (6) erven in Extension 25, Swakopmund, and any additional erven that may be revoked in future due to non-performance under the Swakop Uranium Housing Project, be reserved for allocation to qualifying employees in accordance with years of service, at a purchase price of N\$198.00 per m², subject to approval by the Minister of Urban and Rural Development, and Compliance with Section 6 of the Property Policy.

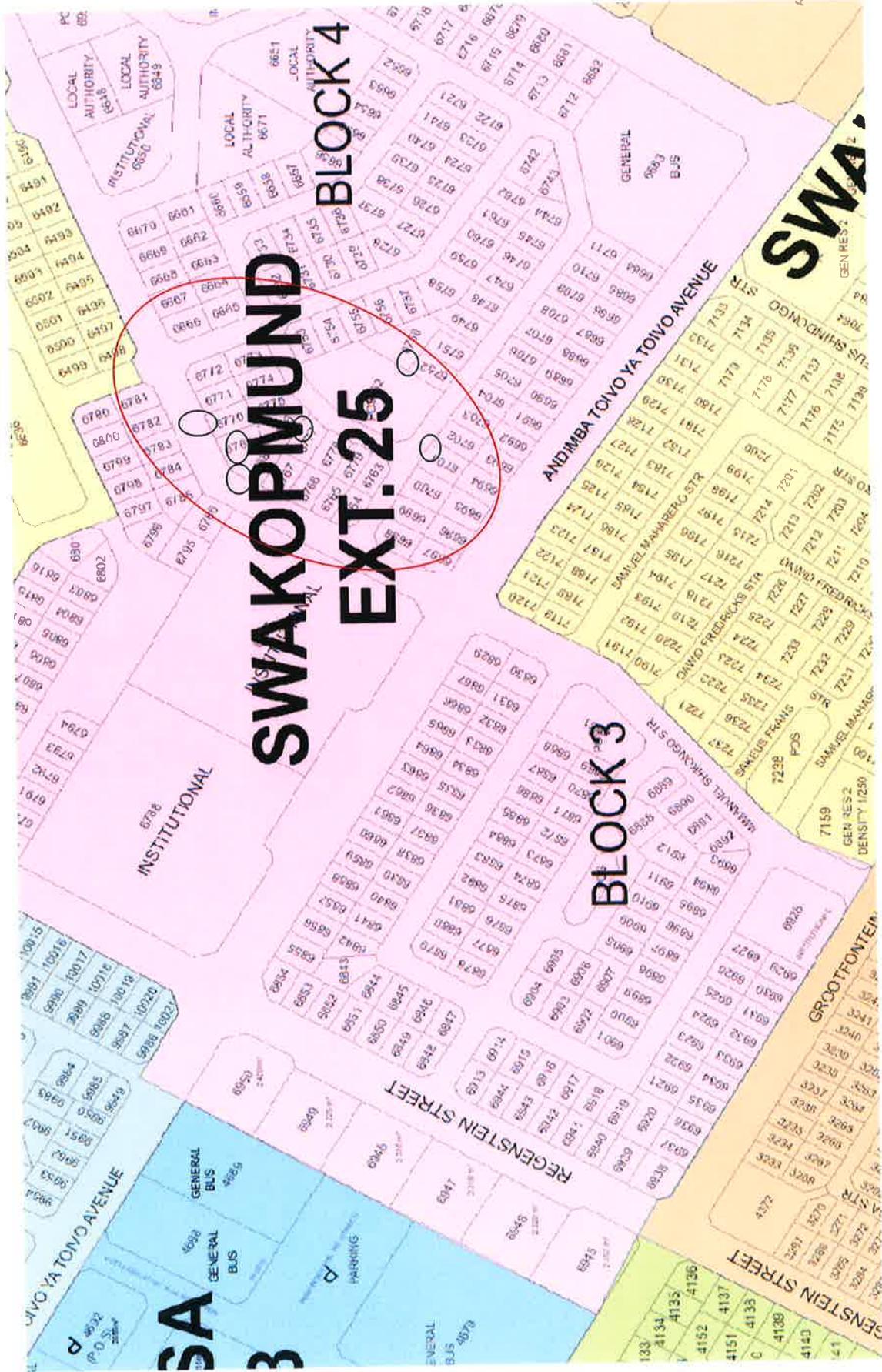
B. **After the matter was considered, the following was:-**

RECOMMENDED:

- (a) That Council takes note of points (n) and (o) of the Council decision passed on 2 October 2025, under item 11.1.29, which revoked erven allocated under the Swakop Uranium project due to non-performance, and which are to be returned to Council-initiated projects or disposed of through closed bid sales.
- (b) That Council approves the reservation of the six (6) vacant erven zoned "Single Residential" in Extension 25, Swakopmund, for allocation to qualifying employees at a purchase price of N\$198.00 per m², subject to approval by the Minister of Urban and Rural Development and the provisions of Section 6 of the Property Policy:

No	Erf No	Size	Zone	Purchase Price
1	6872	400	Single Residential	NAD79 200.00
2	6890	400	Single Residential	NAD79 200.00
3	6898	400	Single Residential	NAD79 200.00
4	6920	653	Single Residential	NAD 129 294.00
5	6922	400	Single Residential	NAD 79 200.00
6	6933	400	Single Residential	NAD 79 200.00

- (c) That the six (6) erven in Extension 25, Swakopmund, and any other erven revoked from the Swakop Uranium Housing Project due to non-performance, be allocated to qualifying employees according to years of service, at a purchase price of N\$198.00 per m².
- (d) Should the sale of any erf be cancelled, such erf be allocated to the next qualifying employee on the list in accordance with years of service, and this sale be administered by the Property Section.





+264 64 410 4111 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Ref: **E 6872**
Enquiries: Nikolas Ndeikonghola

Mr JK Nelende
P O Box 480
Swakopmund
13001

Email: nelendejchannes@gmail.com

Dear Sir,

**SWAKOP URANIUM: NOTICE OF BREACH AND CANCELLATION OF AGREEMENT
ERF 6872, EXTENSION 25, SWAKOPMUND**

We refer to the above subject matter

This notice is issued in terms of Clause 11.1 of the Deed of Sale entered into between yourself and the Municipal Council of Swakopmund on **08 October 2024**, for sale of **Erf 6872, Ext 25 Swakopmund**.

On **02 October 2025**, Council resolved under item 11.1.29 to grant you 60 days extension to the payment period to remit the full purchase price of N\$ 72 000.00, which expired on **Friday, 09 January 2026**.

Pursuant to Clause 11.1 of the Deed of Sale, you are granted a period of **14 (fourteen) days from the date of this notice until 27 January 2026**, to pay the full purchase price or provide a valid bank guarantee; failure, to which the offer shall be deemed null and void.

For any further enquiries, please do not hesitate to contact Mr Nikolas Ndeikonghola at ndeikonghola@swkmun.com.na / 064-4104232

Yours faithfully,


Mahne Kruger
MANAGER: PROPERTIES & HOUSING
/asn

Cc: (Bowmans)





+264 64 410 4111 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Ref: **E 6898**
Enquiries: *Nikolas Ndeikonghola*

Mr E Ngolo
P O Box 5309
Swakopmund
13001

Email: eframngolo@gmail.com

Dear Sir,

**SWAKOP URANIUM: NOTICE OF BREACH AND CANCELLATION OF AGREEMENT
ERF 6898, EXTENSION 25, SWAKOPMUND**

We refer to the above subject matter.

This notice is issued in terms of Clause 11.1 of the Deed of Sale entered into between yourself and the Municipal Council of Swakopmund on **30 September 2024**, for sale of **Erf 6898, Ext 25 Swakopmund**.

On **02 October 2025**, Council resolved under item 11.1.29 to grant you 60 days extension to the payment period to remit the full purchase price of N\$ 72 000 00, which expired on **Friday, 09 January 2026**.

Pursuant to Clause 11.1 of the Deed of Sale, you are granted a period of **14 (fourteen) days from the date of this notice until 27 January 2026**, to pay the full purchase price or provide a valid bank guarantee; failure, to which the offer shall be deemed null and void.

For any further enquiries, please do not hesitate to contact Mr Nikolas Ndeikonghola at nndeikonghola@swkmun.com.na / 064 4104232.

Yours faithfully,


Mahne Kruger
MANAGER: PROPERTIES & HOUSING
/asn
Cc: [Kinglaw]



Annexure C

Section 6 - Sale of Erven to Staff Members

1. Introduction

In order to recruit the best candidate possible, and to retain its workforce, Council reserves the right to make erven available to its staff at a price which shall not be less than development cost.

Council shall determine the allotment of erven in a suburb which shall be allocated to municipal staff members²¹, on an annual basis, or as these erven become available.

The purpose of the sale of erven to staff members is for the construction of a house.

²¹ for reference purposes, attached as Annexure 'C' is a letter received from the Ministry of Regional and Local government, Housing and Rural Development

2. Limitation on Participation

2.1 Only permanently appointed staff members will be considered, which exclude

2.1.1 staff members who currently own erven or houses in Swakopmund Namibia;

2.1.2 staff members who owned erven or houses in Swakopmund Namibia while employed by Council;

2.1.3 staff members who have under any other scheme purchase an erf or house in Swakopmund Namibia from a private person and received a housing subsidy from Council; and

Above point amended by Council on 31 August 2020 under Item 11.1.4 as follows:

(a) *That Council confirms the interpretation of point 2.1.3 of the Property Policy to mean that staff members who own property outside the municipal boundaries, irrespective of whether they receive a subsidy or not, are disqualified.*

2.1.4 staff member who's spouse purchased an erf from Council while employed by Council.

2.1.5 *that once a staff member listed for the allocation of a published list of erven is allocated an erf, the staff member be given a month to provide a pre-approval from a financial institution securing the purchase price, failure which the erf be offered to the next longest serving staff member.*

2.1.6 *once a staff member was allocated an erf, provided a pre-approval, signed the deed of sale and failed to perform within the 120 days, that the staff member be disqualified from applying if remaining erven of the same initial listing (specific erven listed in terms of Council's resolution) are readvertised for allocation.*

²¹ Refer to Council's resolution passed on 28 July 2011 (I/C) under item 6.1.2 – B 1/3

The purpose of points 2.15 and 2.16 is to prevent a longest serving employee from re-applying for an erf once the allocation list is exhausted and the erf/erven in the specific allocation decision is/are re-advertised for allocation, thereby blocking next longest serving employees from the opportunity to acquire an erf. (points 2.15 and 2.16 are added to Council's in Camera resolution passed on 26 October 2023 under item 11.1.4)

The above restrictions on participation are to prevent speculation.

- 2.2 Council reserves the right to determine restrictions on participation as per Council's resolution passed on **29 September 2011** under item 11.1.14 for the allocation of erven in Extension 8, Mondesa:

(b) That 10 residential erven at Extension 8, Mondesa be offered to staff members who are first time property owners and have not owned property anywhere in Namibia, at full development cost and the offer be valid for 3 months.

- 2.3 In the event that there are more applicants than erven available the erven will be distributed as determined by the Management Committee to the Municipal staff members.

3. Purchase Price

At a purchase price ~~no less than development cost (the cost for the installation of services)~~ being the upset price approved for a specific extension / neighbourhood in which such erven are located as set-out in section 7.5.2 (amended by Council on 25 April 2019 under item 11.1.22).

4. Method of Payment

- 4.1 The full purchase price is payable in cash or bank guarantee within 120 days from date the Minister of Regional and Local Government, Housing and Rural Development granted approval to proceed with the sale.

4.2 Cancellation

Should the full purchase price or bank guarantee not be received by Council or reflect on Council's bank account on the 120th day from the date of approval being granted by the Minister of Regional and Local Government, Housing and Rural Development, the transaction will be cancelled, without the need for Council to place the purchaser on terms.

5. Cost of Transaction

All costs for the transaction are for the account of the staff member, such as, including, but not limited to the advertising of Council's intention to sell and the compilation of a deed of sale.

6. Conditions of Sale

- 6.1 That the requirements regarding the alienation of immovable property as prescribed in section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992, (as amended), be dealt with successfully.
- 6.2 The deed of sale shall be drafted and signed by all parties within 12 months from date of the relevant Council resolution.

- 6.3 Construction must commence within 24 months from date of sale, being the date of signing the deed of sale, or from availability of municipal services, whichever takes place later in time.

7. Pre-Emptive Right in favour of Council

The property may not be alienated within 5 years from date of a completion certificate being issued, except in the case of retirement, *resignation*, death of staff member or if the staff member has offered the property back to Council at the original purchase price of the erf plus the value of the improvements as obtained from Council's appointed municipal valuer.
(~~Call~~ Res of 26 March 2020, item 11.1.16 – added "resignation")

8. General

- 8.1 No rights will accrue to the applicant unless all conditions are complied with in full and all the relevant authorities, if necessary, have given the required permission.
- 8.2 The deed of sale must be signed and returned to Council by the purchaser within 21 days of being requested to do so.
- 8.3 The erf is being sold *voetstoots* and in the condition as on the date of sale, being the date of signing the deed of sale.
- 8.4 Council shall not accept any responsibility for any upgrading work to the erf.
- 8.5 Building activities may only be commenced with once the erf is transferred.
- 8.6 The purchaser is from the date of sale, being the date of signing the deed of sale responsible for the payment of all municipal charges.

11.1.32 **HOSTING OF COUNCIL'S PUBLIC MEETINGS - 2026**

(C/M 2026/03/05 - 12/2/1/2/2)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **10.11** page **152** refers.

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

Introduction

This submission serves to seek approval from Council to proceed with the preparations and advertising of the Council's public meetings well in advance.

Local Authorities Act 23 of 1992 states that:

Public meetings for purposes of discussion of matters of public interest

- (1) Subject to subsection (1A), the chairperson of a local authority council -
- (a) shall convene at least three public meetings annually; and
- (b) shall convene a meeting to which the public is invited for purposes of discussion of any matter of public interest contemplated in subsection (1A).

- (1A) A meeting referred to in subsection (1) shall be convened by way of -
- (a) a public notice in any newspaper circulating within the local authority area; and (b) such other manner calculated to reach as many members of the public as possible, for purposes of discussion of any matter of public interest set out in the notice, and shall be held on such date and at such time and public place within the local authority area as may be determined by the chairperson and set out in the notice.

Council on **27 February 2025** resolved under item 11.1.23 as follows:

- (a) That Council promotes community involvement and public participation with various targeted community groups by hosting sessions of public meetings.
- (b) That the following schedule for public meetings for the year 2025 be approved:

NO	DATE	TARGET AUDIENCE	VENUE	TIME	AGENDA / TOPICS
1	Sunday, 9 March 2025	Wagdaar Residents	TBA (Tent)	15H00	<ul style="list-style-type: none"> Public Education Land servicing Council's provision for services
2	Sunday, 27 April 2025	DRC (Proper) Residents	DRC Sports field (Tent)	15H00	<ul style="list-style-type: none"> Construction of houses in DRC Explanation of process (building phases) General Services delivery in DRC (proper)
3	Sunday, 18 May 2025	Tamariskia Residents	Swakopmund Town Hall	15H00	<ul style="list-style-type: none"> General Public Education on Council's services
4	Sunday, 22 June 2025	Mass Housing Residents	Erf 2006, Ext 9, Matutura (Tent)	15H00	<ul style="list-style-type: none"> General Public Education on Council's services
5	Friday, 11 July 2025	Business Breakfast meeting	MTC Dome	08H00	<ul style="list-style-type: none"> Various topics - TBC

- (c) That a Councillor be nominated as Chairperson of the Public meetings.
- (d) That all the General Managers attend and present on matters to be discussed at these public meetings.

- (e) That the Manager: Emergency & Law Enforcement presents to the community on fire safety, hazards, tips, and emergency procedures.
- (f) That a representative from the Namibian Police be invited to present on community safety, procedures, and enforcement of the law for crimes.
- (g) That a representative from Swakopmund Against Alcohol and Drugs Abuse (SAADA) to provide guidance and support to community members regarding the issue of drug and alcohol abuse in our community.
- (h) That a representative from the Ministry of Health and Social Services be invited to present on general health and health services facilities in Swakopmund.
- (i) That a sign language interpreter should be available at all the meetings.
- (j) That the Swakopmund Business Breakfast meeting be held at the MTC Dome and chaired by the President of the Swakopmund Business Chamber.
- (k) That the Office of the Chief Executive Officer collaborates with the Swakopmund Business Chamber to compile the agenda and invite speakers and participants to the meeting.
- (l) That Council contributes the total amount of N\$15,000.00 towards the hosting of the Swakopmund Business Breakfast meeting.
- (m) That the members of the public be invited via advertisements, letters, and notices on various print media, social media, and analogue platforms, including radio and television.
- (n) That Council's properties, such as community halls, sports fields, public open spaces, parks, etc., be utilized at no cost for Council's Public meetings.
- (o) That tents and mobile toilets be rented, where applicable.
- (p) That Council's Public Meeting Organising Committee, comprising the following officials, to assist with preparations:
1. Public Relations Officer
 2. Corporate Officer: Marketing and Communications
 3. Assistant: Marketing & Communications
 4. Sports and Recreational Officer
 5. Environmental Health Practitioner: Waste
 6. Administrative Clerk
 7. Wellness Officer/ SAADA Committee member
 8. Animal Control Officer
 9. Janitors
 10. Road Graders; Works
- Officials prone to be changed (added or not required) based on the need and logistics required at the various public meeting venues.

Translators

- | | | | |
|----|---------------------|---|---------------|
| 1. | Mr Benneth Khaibeb | - | Khoekhoegowab |
| 2. | Ms Panduleni Shiimi | - | Oshiwambo |
| 3. | Mr Jefta Uvanga | - | Otjiherero |

- (q) That the officials who will be on duty during the public meetings be paid overtime.
- (r) That a registry of attendees be recorded at all public meetings.
- (s) That the expenses for the public meetings be defrayed from the Publicity Vote: 150515533000, where N\$216 032.91 is available.

Council shall host **not fewer than four (4) public meetings per annum** to ensure that the public is adequately informed about decisions taken and actions implemented by Council, as well as to provide a platform for the discussion of matters of public interest.

To promote inclusivity and accessibility, public meetings shall be held in **different suburbs each year**, thereby serving a wide range of residential areas. Council-owned facilities such as **community halls, sports fields, public open spaces, and parks** shall be utilised for these public meetings at **no cost**.

Council's public meetings serve a critical purpose by providing a public forum where elected Councillors, officials, and community members can engage constructively on key issues, contributing to the development of a strong, informed, and prosperous community. These meetings further serve an educational and informational role, which is expected to reduce the number of complaints lodged against Council.

It is therefore compulsory that all **Councillors, General Managers, and Managers** attend public meetings to respond directly to questions and concerns raised by members of the public.

A **register for attendees** shall be maintained at all public meetings to accurately record attendance, enhance accountability, and encourage active community participation.

To educate residents on matters of fire safety, the **Emergency Services and Law Enforcement** shall make presentations on fire safety awareness, hazards, prevention, and emergency procedures. Additionally, representatives of the **Namibian Police** shall be invited to address issues relating to community safety, law enforcement procedures, and crime prevention, thereby strengthening police visibility and presence within the community.

A representative from **Swakopmund Against Alcohol and Drug Abuse (SAADA)** shall attend all public meetings to provide guidance and support to community members regarding drug and alcohol abuse.

To ensure inclusivity for residents with hearing impairments, a **sign language interpreter** shall be present at all public meetings. A Teacher-Interpreter from Swakopmund, who has demonstrated commitment to bridging communication gaps for the Deaf community, may be engaged. This aligns with the principles of equal opportunity as outlined in the **National Disability Council Act**.

To promote engagement with the business sector, a **Swakopmund Business Breakfast Meeting** shall be convened and chaired by the **President of the Swakopmund Business Chamber**. Presenters and sponsors should be invited to contribute to the success of the event. Council should contribute the total amount of **N\$15 000.00** towards hosting the **5th Annual Swakopmund Business Breakfast meeting**. The Swakopmund Business Chamber should be responsible for the payment of the outstanding fees on the invoice from the MTC Dome with the funds generated from the ticket sales. (Proforma invoice amounting to **N\$82 000.00** from the MTC Dome is attached).

It is a norm that at the Swakopmund Business Breakfast meetings, 4-5 tables (40 pax - 8 seats at each table) are reserved for Council. Council should therefore purchase 40x tickets for the five (5) tables at the value of N\$8 000.00. The reservation of the five (5) tables will be for;

1. *Main table (speakers)*
2. *Councillors*
3. *Management*
4. *Media representatives*
5. *Municipal officials*

The Swakopmund Business Chamber will purchase tickets for its representatives. Innovative businesses should be invited to showcase their products or services at the event on a barter basis.

Council's Public Meeting Organising Committee, comprising designated officials, shall be responsible for coordinating and preparing for all public meetings. Officials required to perform duties outside normal working hours, including those providing translation services, shall be compensated in accordance with Council's overtime policy.

1. *Public Relations Officer*
2. *Corporate Officer: Marketing and Communications*
3. *Assistant: Marketing & Communications*
4. *Sports and Recreational Officer*
5. *Environmental Health Practitioner: Waste*
6. *Chief Fire Brigade*
7. *Personal Assistant: Mayor*
8. *Section Head: Solid Waste*
9. *Administrative Clerk*
10. *Safety Officer/ SAADA Committee member*
11. *Animal Control Officer*
12. *Janitors*

- *Officials prone to be changed (added or not required) based on the need and logistics required at the various public meeting venues.*

Translators

- | | | |
|----|------------------------------|----------------------|
| 1. | <i>Ms Panduleni Shiimi -</i> | <i>Oshiwambo</i> |
| 2. | <i>Mr Jefta Uvanga -</i> | <i>Otjiherero</i> |
| 3. | <i>Mr Benneth Khaibeb -</i> | <i>Khoekhoegowab</i> |

Suggested venues

Previously, public meetings were staged in tents. However, it is suggested other venues, such as school halls and churches, be used, which are economically a better option.

School Hall: +-N\$5000

Tent Structure: +-N\$8500

This has proven to be a success in 2025; therefore, the same arrangement is proposed for 2026.

Registry and refreshment for attendees

A register must be completed by all attendees. This will assist Council in keeping accurate statistics on the total number of people attending each meeting.

All public meetings are held on Sunday afternoons, which are usually hot. It is therefore customary that attendees are provided with a bottle of water as refreshment.

Proposed schedule for public meeting 2026

Public meeting dates and times are intended to be communicated to the public via various platforms over a reasonable time frame. It is thus imperative that a schedule is set up and approved.

NO	DATE	TARGET AUDIENCE	VENUE	TIME	AGENDA / TOPICS
1	Sunday, 15 March 2026	Ext 14 Mondesa (DRC Airport) Residents	Open Space near the Railway (DRC Airport)	15H00	<ul style="list-style-type: none"> Construction of houses in Ext 14, DRC (Airport) Explanation of process (building phases) General Services delivery in Ext 14, DRC (Airport)
2	Sunday, 19 April 2026	Ext 24,25, 37 & 38 (DRC- Seaside) Residents	Erf 4689, Ext 13. Open space near the area (Tent)	15H00	<ul style="list-style-type: none"> General Public Education on Council's services
3	Sunday, 17 May 2026	Tulinawa & Umulondo Residents	Hanganeni sports field (Tent)	15H00	<ul style="list-style-type: none"> General Public Education on Council's services (Solid Waste and Sewer line management)
4	Sunday, 21 June 2026	CBD and all residents in the surroundings	Council Chambers	15H00	<ul style="list-style-type: none"> Public Education Land servicing Council's provision for services
5	Friday, 10 July 2026	Business Breakfast meeting	MTC Dome	08H00	<ul style="list-style-type: none"> Various topics - TBC
6	Sunday, 20 September 2026	Mile 4, Ocean View, Vineta residents	Mile 4 Conference hall/ Public open space - Erf 412, Mile 4	15H00	<ul style="list-style-type: none"> Public Education Land servicing Council's provision for services
7	Sunday, 19 October 2026	Ext 3 Tamariskia & Ext 34 & 35 Matutura	Open space near the NamPower building - Erf 8929 (Tent)	15H00	<ul style="list-style-type: none"> Public Education Council's provision for services

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

RECOMMENDED:

- (a) That Council promotes community involvement and public participation with various targeted community groups by hosting sessions of public meetings quarterly.
- (b) That the following scheduled meeting programme pertaining to public meetings for 2026 be approved as follows:

NO	DATE	TARGET AUDIENCE	VENUE	TIME	AGENDA / TOPICS
1	Sunday, 15 March 2026	Extension 14 Mondesa (DRC Airport) Residents	Open Space near the Railway (DRC Airport)	15H00	<ul style="list-style-type: none"> Construction of houses in Ext 14, DRC (Airport) Explanation of process (building phases) <p>General Services delivery in Ext 14, DRC (Airport)</p>
2	Sunday, 19 April 2026	Extensions 24,25, 37 & 38 (DRC- Seaside) Residents	Erf 4689, Ext 13. Open space near the area (Tent)	15H00	<p>General Public Education on Council's services</p>
3	Sunday, 17 May 2026	Tulinawa & Umulondo Residents	Hanganeni sports field (Tent)	15H00	<p>General Public Education on Council's services (Solid Waste and Sewer line management)</p>
4	Sunday, 21 June 2026	CBD and all residents in the surroundings	Council Chambers	15H00	<ul style="list-style-type: none"> Public Education Land servicing <p>Council's provision for services</p>

5	Friday, 10 July 2026	Business Breakfast meeting	MTC Dome	08H00	Various topics - TBC
6	Sunday, 20 September 2026	Mile 4, Ocean View, Vineta residents	Mile 4 Conference hall / Public Open Space - Erf	15H00	<ul style="list-style-type: none"> • Public Education • Land servicing Council's provision for services
7	Sunday, 19 October 2026	Extension 3, Tamariskia & Extension 34 & 35, Matutura	Open space near the NamPower building - Erf 8929 (Tent)	15H00	<ul style="list-style-type: none"> • Public Education Council's provision for services

- (c) That all the General Managers attend and present on matters to be discussed at these public meetings.
- (d) That the Manager: Emergency & Law Enforcement presents to the community on fire safety, hazards, tips, and emergency procedures.
- (e) That a representative from the Namibian Police be invited to present on community safety, procedures, and enforcement of the law for crimes.
- (d) That a representative from Swakopmund Against Alcohol and Drug Abuse (SAADA) to provide guidance and support to community members regarding the issue of drug and alcohol abuse in our community.
- (e) That a representative from the Ministry of Health and Social Services be invited to present on general health and health services facilities in Swakopmund.
- (f) That a sign language interpreter should be available at all the meetings.
- (g) That the Swakopmund Business Breakfast meeting be held at the MTC Dome and chaired by the President of the Swakopmund Business Chamber.
- (h) That the Office of the Chief Executive Officer collaborates with the Swakopmund Business Chamber to compile the agenda and invite speakers, sponsors, and participants to the meeting.
- (i) That Council contributes the total amount of N\$15,000.00 towards hosting the Swakopmund Business Breakfast meeting.
- (j) That Council purchase 40x tickets valued at N\$8,000.00 (N\$200.00 each).
- (k) That innovative businesses be invited to showcase their products or services at the event on a barter basis.
- (l) That the Swakopmund Business Chamber be responsible for the payment of the fees on the invoice from the MTC Dome with the funds generated from the ticket sales.
- (m) That the members of the public be invited via advertisements, letters, and notices on various print media, social media, and analogue platforms, including radio and television.

- (n) That Council's properties, such as community halls, sports fields, public open spaces, parks, etc., be utilized at no cost for Council's Public meetings.
- (o) That tents and mobile toilets be rented, where applicable.
- (0) That Council's Public Meeting Organising Committee, comprising the following officials, to assist with preparations:
- Public Relations Officer
 - Corporate Officer: Marketing and Communications
 - Assistant: Marketing & Communications
 - Sports and Recreational Officer
 - Environmental Health Practitioner: Waste
 - Administrative Clerk
 - Wellness Officer/ SAADA Committee member
 - Animal Control Officer
 - Janitors
 - Road Graders; Works

**Officials prone to be changed (added or not required) based on the need and logistics required at the various public meeting venues.*

Translators

Mr Benneth Khaibeb	-	Khoekhoegowab
Ms Panduleni Shiimi	-	Oshiwambo
Mr Jefta Uvanga	-	Otjiherero

- (p) That the officials who will be on duty during the public meetings be paid overtime.
- (q) That a registry of attendees be recorded at all public meetings.
- (r) That all attendees be provided with bottled water.
- (s) That the expenses for the Public and Business Breakfast meetings be defrayed from the Publicity Vote: 150515533000, where N\$57 427.13 is available.
-

Dome Hospitality & Events cc

* Vat Registration Number 15205082-01-5 * Company Registration Number: CC/2024/09006
 P.O. Box 3014 | 5371 Welwitschia Street | Vinteta | Swakopmund
 bookings@thedomenambria.com | w: www.thedomenambria.com | Office: +264 64 426 800



Quote

Date :10 Feb 2026
 Client :Municipality of Swakopmund
 Agent :Municipality of Swakopmund
 Contact Person :
 Tel Number :+264644104111
 Cell Number :
 Email Address :marketing@swkmun.com.na
 Physical Address :PO Box 53
 City :Swakopmund
 Country :
 Voucher Number :
 Event Date :10 Jul 2026
 Event Venue :SWAKOP
 Staff :Adefa Kharugas

Provisional

		Inclusive
10 Jul 2026	Venue Hire Swakop Room	NS12 000.00
10 Jul 2026	Buffer Breakfast per person	NS70 000.00
		Exclusive
		NS71 304.35
		VAT
		NS10 695.65
		Inclusive
		NS82 000.00
		Payment Received
		NS0.00
		Outstanding
		NS82 000.00

Banking Details:

Account Name : Dome Hospitality & Events cc Bank : Bank Windhoek
 Branch Code : 494-172 Capricorn Private Wealth Account No.: 804 573 9301
REFERENCE: Please use TDH/Booking 6794.1 as reference.
 Proof of payment need to be send to, bookings@thedomenambria.com

Check in from 14h00|Check out at 10h00

Facilities & Services

- Available: TV, Wi-Fi and Laundry service available (Laundry service extra charge per item)
- Tea & coffee station in room
- Standard room amenities.

TERMS AND CONDITIONS

1. INDIVIDUAL BOOKINGS (applicable to bookings of less than 5 rooms)

GUARANTEE / PAYMENT POLICY

1.1 Deposit payment:

- The Hotel will only be able to guarantee the quoted services, once payment has been received.

Ordinary Management Committee Meeting – 18 February 2026

- A 50% deposit will be required to secure your reservation once your booking is made.
- If a reservation is made within 30 - 45 days, deposit should be received within 7 days of the reservation being made/confirmed, failing, the hotel reserves the right to automatically release the aforesaid reservation without notice and reinstatement is subject to availability.
- Balance to be paid 7 days prior to arrival.
- Should the reservation lead-time be shorter than 7 days, full payments must be processed within 24 hours.

1.2 Cancellation Policy:

Cancellation fees will be based on the applicable Accommodation (DBB or BB) rate for the entire length of stay reserved. Any deposit and/or payments made including Purchase Orders in respect of any reservation made is specific to that reservation and dates and may not be transferred to any other reservation and/or new dates.

- Cancellation 15 days or more prior to arrival, free of charge
- Cancellation 14 - 7 days prior to arrival 50% of booked services
- Cancellations less than 7 days prior to arrival 100% of booked services.

2. GROUPS POLICY

GUARANTEE / PAYMENT POLICY:

2.1 Deposit payment:

- The Hotel will only be able to guarantee the quoted services, once payment has been received.
- A 50% deposit will be required to secure your reservation once your booking is made.
- Balance to be paid 45 days prior to arrival.

2.2 Cancellation

Policy: Cancellation fees will be based on the applicable Accommodation (DBB or BB) rate for the entire length of stay reserved. Any deposit and/or payments made including Purchase Orders in respect of any reservation made is specific to that reservation and dates and may not be transferred to any other reservation and/or new dates.

- Cancellation 45 days or more prior to arrival, free of charge
- Cancellation 44 – 31 days prior to arrival, 25%
- Cancellation 30 – 15 days prior to arrival, 50%
- Cancellation 14 – 7 days prior to arrival, 75%
- Cancellations less than 7 days prior to arrival 100% of booked services.

3. NO SHOW & EARLY DEPARTURE POLICY:

1. Any "No-Shows" or early departures = 100% "No-Show / Early Departure" charge including full meal plan and all requirements reserved.
2. This includes accommodation / conference / extras for the entire length of stay reserved.

BREAKFAST

Taste Coffee Shop is a space where you can sit down and appreciate life's simple pleasures. Treat yourself to a cup of coffee and a hearty meal or if you're in a rush, take a peek on our baked goods display table.

Open daily from 8am to 5pm (Early breakfast can be arranged with advance notice)

DINNER

Pitstop Meet up for pre-dinner drinks at The Pitstop on Level One, a cool sport inspired bar, followed by an easy-going pub meal.

Open Tuesday to Saturday from 12pm to 9pm

The Dome Health and Training Centre is located on Level 2 of The Dome. With a 25-meter indoor heated pool, highly qualified staff and a truly unique and fun environment you can't help but succeed at your health and training goals.

Opening hours:

- Monday to Friday 5am to 8pm
- Saturday & Sunday 8am to 12pm
- Closed on public holidays.

The Dome Serenity Spa

Your journey to complete relaxation and well-being begins here

Opening hours

- Mon - Fri: 8am - 1pm / 2pm - 6pm
- Saturday: 8am - 2pm
- Sunday: Closed



02107928105001

Tuesday, 10 February, 2026

12:32:56

METRO C&C SWAKOPMUND

MCHUGH STREET
INDUSTRIAL AREA
SWAKOPMUND
PO BOX 1417 WINDHOEK

Quotation

Name	<COD> - <COD>	Phone	
Address		Fax	
Code		E-Mail	
		Quotation No.	105#003241
		Tracking No.	107928.105001
		Dated	2026/02/10 12:32:28
		Expiry Date	2026/02/17 23:59:58
		User	KONDJENI AFRIKANER : 8

Code	Description	Unit Price	Qty	Disc	Total
5449000140296	BONAQUA PREMIUM STILL WATER PET 24 x 500ML (4X	225.99	50.00	450.00	11299.50
6006101000240	OASIS WATER STILL 24 x 500ML (24X500ML)	237.99	20.00	0.00	4759.80
Total			70.00	NS 450.00	NS 16 059.30

Remarks	Author's Signature	Accept
	Signature	Signature
	Date	Date

Account
Details

Quotation

11.1.33

REQUEST FOR FUNDS TO ACQUIRE UPS FOR ICT DATA CENTRE

(C/M 2026/03/05 - 3/1/1/1)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **10.13** page **172** refers.

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

INTRODUCTION

The purpose of this submission is to request permission to acquire and install an Uninterrupted Power Supply for the Swakopmund Municipality Data Centre, located within the Head Office, as a matter of urgency.

The Law

Section 33(3)(c) of the Public Procurement Act, Act 15 of 2015, as amended, allows a public entity to procure directly from the existing service provider via emergency procurement as:

Emergency procurement

33. (1) A public entity may procure goods, works, or services using the direct procurement method in cases of emergency.
33. (2) The scope of the emergency procurement is, as far as possible, limited to the period of the emergency, so that appropriate competitive procurement methods may be utilised after the conclusion of the emergency period.
33. (3) For the purposes of this section, "emergency" includes a situation where -
(c) the condition or quality of goods, equipment, building or publicly owned capital goods may seriously deteriorate, unless action is urgently and necessarily taken to maintain them in their actual value or usefulness.

BACKGROUND:

The continued overloading of the UPS is significantly impacting the Server Hardware currently deployed within the Data Centre, and significantly increasing the risk of catastrophic failure at any given moment. *Failure to act will likely result in the condition of the Servers in the Data Centre deteriorating, unless action is urgently and necessarily taken to maintain them in their actual value.*

Data centre power isolation from a main building, ensuring the critical ICT infrastructure is independent and protected from facility-wide faults, is guided by several international and regional standards, primarily focusing on **EN 50600-2-2 (Europe)**, **ANSI/TIA-942 (Global)** and **NFPA 70/708 (USA)**.

Key standards and code requirements for isolating data centre power include:

- **EN 50600-2-2:2019 (Data Centre Power Supply and Distribution):** Specifies requirements for the separation of data centre power from the main building utility, addressing electrical safety, surge protection, and power quality.
- **ANSI/TIA-942-B-2017 (Telecommunications Infrastructure Standard):** Recommends separate, dedicated power feeds, transformers, and switchgear for the computer room, isolating it from general office load.
- **ISO/IEC 22237-3 (Power Supply):** Provides global, holistic requirements for power distribution, ensuring physical security and availability of ICT loads.

Failure to isolate our Data Centre power from the rest of the facility has produced significant failures to our systems, and risks further escalating the issue if not immediately addressed. To arrest this risk, the following suppliers have quoted as follows.

- a) N\$ 357,898.84(incl vat) FG Electrical Solutions cc/2010/3910
- b) N\$ 207,404.11(incl vat) Rob McGlees Engineering cc/
- c) N\$ 200,525.62(incl vat) ElectroTech cc/2005/1373

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

RECOMMENDED:

- (a) **That Council approves the additional funds of N\$200,525.62 for the Data Centre UPS, via Vote: 150531023600.**
 - (b) **That the General Manager: Finance be authorized to avail funds to cover the cost for the procurement of the UPS.**
-

GO040-Financial Information - Summary and Detail



- [Total](#)
- [V.A.T](#)
- [Struct](#)
- [Budget](#)
- [Comm](#)
- [N-Upd](#)
- [Purch](#)
- [More](#)

Year: 2526 Account: 150531023600

Opening Balance: 0.00

REPLACEMENT OF VPS

Budget

Adj:

Approved: 0
Additional: 175000

M	Month	Budget	Movement	Difference	Committed
<input type="checkbox"/>	Jul	0.00	0.00	0.00	0.00
<input type="checkbox"/>	Aug	0.00	0.00	0.00	0.00
<input type="checkbox"/>	Sep	0.00	0.00	0.00	0.00
<input type="checkbox"/>	Oct	0.00	0.00	0.00	0.00
<input type="checkbox"/>	Nov	0.00	0.00	0.00	0.00
<input type="checkbox"/>	Dec	0.00	0.00	0.00	0.00
<input type="checkbox"/>	Jan	0.00	0.00	0.00	0.00
<input type="checkbox"/>	Feb	35000.00	0.00	35000.00	0.00
<input type="checkbox"/>	Mar	35000.00	0.00	35000.00	0.00
<input type="checkbox"/>	Apr	35000.00	0.00	35000.00	0.00
<input type="checkbox"/>	May	35000.00	0.00	35000.00	0.00
<input type="checkbox"/>	Jun	35000.00	0.00	35000.00	0.00
TOTAL:		175000.00	0.00	175000.00	0.00

Committed		Movement	
Issue Requisitions:	0.00	Actual:	0.00
Purchase Requisitions:	0.00	Not Updated:	0.00
Purchase Orders:	0.00	TOTAL:	0.00
Standing Payments:	0.00	TOTAL:	175000.00
Other:	0.00	BALANCE:	175000.00
Jobs:	0.00		

- [OK](#)
- [Home](#)
- [Quit](#)



Proprietor: ENER TECH cc (Reg No: CC2005-1973)
VAT Reg No: 34H 0584 015

Electro-Tech Critical Power
55 - 40 Coastal Street
Prosperita
Winchobek
Namibia
Tel: 061 236 821
Fax: 068 016 055
Email: electrotech@electrotech.com.na

Customer:
SWAKOPMUND MUNICIPALITY
PO BOX
SWAKOPMUND

NAMIBIA

Delivery Address:
SWAKOPMUND MUNICIPALITY
ATT: KATIRE
RE: SUPPLY AND INSTALLATION OF
20 KVA UPS DEDICATED TO SERVER
ROOM

Quotation

REFERENCE	DATE	SALES ORDER	CUSTOMER ORDER NO.		ACCOUNT NO.	
00420179	26/01/2026	34423	KATIRE		CASH003	
STOCK CODE	DESCRIPTION	QTY	SBO	UNIT PRICE (EXCL VAT)	TOTAL (EXCL VAT)	
DU UPS203HH330N035	Delta UPS ULTRON HPH GEN2 20KVA 3/3	1.00 EA		110000.00	110,000.00	
Memo only	Dim: (space for 2x40 12V8Ah)					
RT RT1290	RT1290 12V8Ah 151x65x100 2.55kg	80.00 EA		320.00	26,600.00	
Memo only						
ZY SERSNH	Normal hour rate Senior Technician	5.00 EA		570.00	4,560.00	
Memo only						
ZY SERANH	Normal hour rate Artisan	5.00 EA		290.00	2,320.00	
Memo only						
DU 3915100120-S	SNMP card - legacy IPv4	1.00 EA		3570.00	3,570.00	
Memo only						
ZY SEGMTEN	DEDICATED SERVER ROOM DB WITH ALL SWITCH GEAR	1.00 EA		9230.00	9,230.00	
Memo only						
CC TCE	TRAILING CABLE 4 core 6mm sq	30.00 EA		115.20	3,456.00	
Memo only						
CC P4GNYE	PANEL WIRE 4.0 mm2 GREEN/YELLOW	30.00 EA		15.47	424.10	
Memo only						
	SUPPLY AND INSTALLATION OF 20 KVA UPS DEDICATED TO SERVER ROOM					
	TRAVEL AND SUBSISTENCE CHARGES					
ZY TR102173R	TRAVEL HOUR RATE - REMOTE	5.00 EA		650.00	7,040.00	
Memo only						
ZY SERSSUB	Subsistence allowance charge Senior Tech	3.00 EA		290.00	2,070.00	
Memo only						

All sales are subject to Electro Tech's Terms and Conditions of Sale Service and Technical Support ('Terms and Conditions'), Copies of which are available on request.
By signing this Quotation, and/or submitting a Purchase Order pursuant to this Quotation, you acknowledge that you have read and agree to be bound by Electro Tech's Terms and Conditions of Sale Service and Technical Support.

Prices Quoted are valid for (30) Days from Document Date, and Quoted at current ROE to USD.

Received by Signature	Name in full	Date
Banking Details: Bank Name: Nedbank Namibia Business Centre: 46-16-17 Account Number: 11000 189 067 Sales Person: David Masimo Time: 11:10	_____ _____ _____	_____ _____
		Continued...



Preparator: ENER TECH cc (Reg No: CC/2005/1873)
VAT Reg No: 394 0384 015

Electro-Tech Critical Power
36 - 40 Cobalt Street
Prosperita
Windhoek
Namibia
Tel: 061 036 691
Fax: 065 616 055
Email: electrotech@electrotech.com.na

Customer:
SWAKOPMUND MUNICIPALITY
PO BOX
SWAKOPMUND

NAMIBIA

Delivery Address:

SWAKOPMUND MUNICIPALITY
ATT: KATIRE
RE: SUPPLY AND INSTALLATION OF
20 KVA UPS DEDICATED TO SERVER
ROOM

Quotation

REFERENCE	DATE	SALES ORDER	CUSTOMER ORDER NO.		ACCOUNT NO.
00420179	26/01/2026	34423	KATIRE		CASH003
STOCK CODE	DESCRIPTION	QTY	SBO	UNIT PRICE (EXCL VAT)	TOTAL (EXCL VAT)
ZY SERTSUB Memo only	Substance allowance charge Technician	3.00 EA		930.00	2,790.00
ZY SERRAGUB Memo only	Substance allowance charge Artisan	3.00 EA		770.00	2,310.00

All sales are subject to Electro Tech's Terms and Conditions of Sale Service and Technical Support ('Terms and Conditions'), Copies of which are available on request.
By signing this Quotation, and/or submitting a Purchase Order pursuant to this Quotation, you acknowledge that you have read and agree to be bound by Electro Tech's Terms and Conditions of Sale Service and Technical Support.

Prices Quoted are valid for (30) Days from Document Date, and Quoted at current ROE to USD.

Received by Signature

Name in full

Date

Banking Details:

BankName : Nedbank Namibia

Business Centre : 46-16-17

Account Number : 11000 189 067

Sales Person: David Masimo

Time: 11:10

NETT AMOUNT : 174370.10
VAT : 26.155.52
TOTAL: 200.525.62

Ordinary Management Committee Meeting - 18 February 2026



Rob McGlees Engineering cc
 P O Box 30943
 Windhoek
 Cell +264(0)811443310
 Fax: +264(0)61 244094
 email: frank@rmengineeringnam.com

QUOTE NO 10697 - Revised

Company: The Swakopmund Municipality From: Rob McGlees Engineering cc
 Attention: Mr /Me/ Mengisto Katire Cell no: +264 (0)811443310
 Fax / E-Mail: mkatire@swkmun.com.na Vendor:
 No of Pages: 1 of 1 Date: 10/02/2026
 RFQ

QUOTATION FOR PROJECT: Swakopmund Municipality

Item code	Description	Unit	Unit Price N\$	QTY	Total offer excluding VAT N\$	VAT 15%	TOTAL OFFER N\$
1	Eaton 93T 20kVA UPS, With backfeed protection, MBS; With internal batteries Qty x 72 CSB HR1234WF2 12V 9Ah; Battery cables & trays included. CODE: 93T20KMBSB	each	147,731.60	1	147,731.60	22,159.74	169,891.34
2	Gigabit Network Card M3 CODE: Network-M3	each	7,112.00	1	7,112.00	1,066.80	8,178.80
3	Additional Electrical Works	each	6,000.00	1	6,000.00	900.00	6,900.00
4	Installation and Commissioning	each	6,330.00	1	6,330.00	949.50	7,279.50
5	Service and Maintenance x2 Yearly	each	3,000.00	2	6,000.00	900.00	6,900.00
6	Travel from Windhoek to Walvis Bay	each	9.80	361	3,537.80	530.67	4,068.47
7	Accommodation	each	1,820.00	2	3,640.00	546.00	4,186.00
TOTAL					180,351.40	27,052.71	207,404.11

Current delivery date/ETA 2-3 weeks and as from date of receipt of your official order, Windhoek Force Majeure excluded.

Subject prior to sale

Installation - Commissioning - Service and Maintenance highly recommended for warranty and guarantee purposes.
 Additional charges will be provided should site readiness not be as standard

Rob McGlees cc - Eaton Namibia Terms & Conditions off will apply. (available on request)

If you discover any mistake, omission or erroneous interpretation, we trust you will give us the opportunity to rectify our error.

Payment Terms:

Cash or electronic bank transfer, with your valued order. Please note: a 100% remittance will be required for non account holders with the balance to be paid on collection of the goods.

Returns: Goods cannot be returned.

Banking Details:

Bank: First National Bank of Namibia (Pty) Ltd
 Branch: Maerua Mall
 Code: 281872
 Account Name: Rob McGlees Engineering cc
 Account Number: 62250334035
 VAT: 5555827-01-5



The transport portion of this quotation is subject to Fuel and Statutory price increases beyond our control. Any price increases in the foregoing rates will be for your account.

This quotation will remain firm for 90 days for your acceptance, thereafter subject to confirmation by us


FG electrical solutions

construction works cc

 P.O. Box 4249 Vinteta, Swakopmund
 Reg No cc2010/3910
 VAT No 5243497-01-5

QUOTATION

QUOTE No.	Date
FG-1327912	2026/02/05
Prepared By	Valid Until
Gebhard Fillemon	2026/03/07
Delivery time: 2 weeks	

Client Information

 Swakopmund Municipality
 P O Box 53
 Swakopmund
 Namibia

DESCRIPTION OF WORK				
E-power 20KVA on-line 3/3 UPS				
No	Item description:	Unit price (NAD)	Quantity	Total
MATERIALS				
1.1	E-power 20KVA ON-LINE 3/3 UPS	298 372,18	1	298 372,18
	EP SERIES 100AH BATTERY KIT	0,00	1	0,00
	RUNTIME 80 Min @ 16KVA LOAD	0,00	1	0,00
	E-POWER SNMP SOFTWARE KIT.SNMP	0,00	1	0,00
	EP 40 CABLE KIT	0,00	1	0,00
1.2	Supply cable, 16mm ² x 4c - 10m	184,42	10	1 844,20
LABOUR				
1.3	Batteries assembling and connection	1 500,00	1	1 500,00
1.4	Installation, Testing, Commissioning and Training	9 500,00	1	9 500,00
TRANSPORT				
1.5	Transport from SA to Swakopmund	15 789,50	1	15 789,50
			Subtotal	311 216,38
			Tax rate (15%)	46 682,46
			Total (NAD)	357 898,84

Client Acceptance

Name	Signature	Date

 For enquiries, please contact: **[Name: Gebhard Fillemon Cell:+264 81 144 1037
 email:esolutionsc2@gmail.com]**

11.1.34

INTERIM VALUATION COURT 2026

(C/M 2026/03/05 - 3/6/3)

Ordinary Management Committee Meeting of 18 February 2026, Addendum **10.14** page **179** refers.

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

1. Introduction

Section 66 (3) of the Local Authorities Act (Act 23 of 1992), as amended, makes provision that:

"There shall be an interim valuation of any rateable property in any local authority area to be held on a date during any period of five years referred to in subsection (2) as may be determined by the local authority council as its own motion or when directed by the Minister by notice in writing to a local authority council."

An **Interim Valuation** is an assessment of the rateable properties' value that made alterations (additions / demolition /new properties created) to the existing buildings / newly created properties during a period of five years after a general valuation roll was approved by the local magistrate.

Council had a General Valuation on Monday, **24 June 2025**. Although the **General Valuation 2025** is not yet finalised, pending a re-evaluation in terms of the Magistrate ruling, an interim valuation will contain new properties and amendments to buildings from **01 June 2025** until **31 March 2026**

Attached:

- Annexure "A"** : Award letter for SBN Properties Investment CC
- Annexure "B"** : Valuation Court Ruling regarding the General Valuation of 2025
- Annexure "C"** : Statutory requirement in terms of the Local Authorities Act, Act 23 of 1992, as amended

2. Background

In order for the Local Authority to levy rates and taxes as required in terms of Section 73 of the Local Authorities Act 23 of 1992, as amended, a valuer appointed by Council must determine the value of rateable properties that improved / changed in value during the period since the General Valuation.

SBN Property Investments CC was appointed by the Procurement Committee during 2024 on behalf of Council for the execution of valuation services for a period of five (5) years ending **30 June 2029**, including the interim valuation for **2029**.

3. Discussion

SBN Property Investment CC was appointed to conduct the General Valuation of all rateable properties in Swakopmund 2025 and subsequent Interim

Valuations. The appointment was finalized by the Procurement Committee during May 2024 on behalf of Council for the execution of valuation services for a period of five (5) years ending **30 June 2030**, including the annual interim valuation.

The General Valuation 2025 was referred by the magistrate, following several objections received from property owners disputing the assigned values (approximately 248 objections were received)

As in the past, Council arranges an interim valuation court annually, for 2026 the interim valuation court is scheduled for **June 2026** (at a date to be confirmed with the local magistrate).

4. Establishing the Valuation Court

In terms of the stipulations of Section 68 (1) of the Local Authorities Act, Act 23 of 1992, as amended, an Interim Valuation Court for the area consists of three members:

- ① The Local Magistrate
- ② Appointee by the Ministry of Urban and Rural Development
- ③ Council's Representative

Before 2020, Council made use of Mr A Schoemann and Mr F Lohnert interchangeably as Council representative and secondi. In this regard, the Management Committee Meeting of **13 February 2020**, under item 7.3; passed the following decision with reference to Council's Representative at the court:

"(a) That item be referred back and that the General Manager: Corporate Services & Human Capital approaches Ms T Gebhardt for possible nominees.

(b) That Council advertise within the Erongo Region for valuers to represent its interest at the Valuation Court, should Ms T Gebhardt not be of assistance."

Ms T Gehardt was contacted, and she nominated the following persons:

- Ms Diana McClune or her husband of Exclusive and Elite Estates cc.
- Ms Katrina Emvula of Mupupa Realtors.

Ms D McClune represented Council as a member of the court during 2024 and at the General Valuation 2025. Ms D McClune will be contacted to confirm her availability to represent Council during June 2026. Ms K Emvula moved and is no longer staying in Swakopmund.

5. Compensation

Council on **28 March 2019** passed the following resolution with regard to the compensation of Council's representative:

(c) That the increase compensation for Council's representative at the Valuation Court be N\$500.00 per sitting, per day.

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

RECOMMENDED:

- (a) That Ms Diana McClune be appointed as Council's representative for the Interim Valuation Court for 2026.
 - (b) That should the above-nominated person be unavailable to attend the Interim Valuation Court for 2026, Mr Abel Schoeman or Mr Frank Lohnert be nominated instead.
 - (c) That the Ministry of Urban and Rural Development be requested to nominate a representative for the Interim Valuation Court 2026.
 - (d) That the compensation for Council's representative at the Valuation Court be N\$500.00 per sitting, per day.
 - (e) That the cost be defrayed from Vote: 101010215900 (Assessment Rates: Valuation Court).
 - (f) That, in terms of Section 69 of the Local Authorities Act 23 of 1992, as amended, a notice be published in at least two newspapers on a date not later than 30 days before the date of the Valuation Court.
 - (h) That requirements regarding the interim valuation as prescribed in the Local Authorities Act 23 of 1992, (as amended), be dealt with successfully.
-



MUNICIPALITY OF SWAKOPMUND

Ref No: 3/6/3

Enquiries: Mr H Kanandjembo

(064) 4104100
(064) 4104213

53 Swakopmund

NAMIBIA
Web www.swkmun.com.na
swkmun@swkmun.com.na

20 May 2024

NOTICE TO BIDDER SELECTED FOR AWARD

SBN PROPERTY INVESTMENTS CC
P O BOX 10642
KHOMASDAL
10011
☎ +264 813600814/ 0644104408
✉ sbnproinvestments@gmail.com

Dear Sir/Madam

PROCUREMENT REFERENCE NUMBER: NCS/ONB/SM-001/2024: MUNICIPAL VALUER FOR GENERAL VALUATION OF 2025, SUBSEQUENT INTERIM VALUATION AND ADDITIONAL VALUATIONS AS REQUIRED

Kindly note that in terms of section 55 of the Public Procurement Act, (Act No. 15 of 2015) as amended, SBN PROPERTY INVESTMENTS CC has been selected for award.

You are hereby informed that the abovementioned bid with the total value below for a period 1 July 2024 to 30 June 2029 (60 Months) has been accepted by the Accounting Officer.

Amount Of: (VAT Incl.)	Lot 1: N\$858 062.04 General Valuation of 2025 (valuation, compilation and valuation court sitting included)
	Lot 2: N\$230.00 Interim Valuation of 2026, 2027, 2028, 2029 (valuation, compilation and valuation court sitting included)
	Lot 3: N\$345.00 Valuations for newly established townships
	Lot 4: N\$402.50 Valuation for Betterment Fees & Endowment Fees
	Lot 5: N\$460.00 Valuations for Purchase Prices & Lease Tariffs

Should you require more information, please do not hesitate to contact the Head of Procurement Management Unit, Mr H Kanandjembo, at telephone number (064) 4104104 or by e-mail, pmu@swkmun.com.na.

Yours faithfully,

Affrus Benjamin
ACCOUNTING OFFICER
/ph

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REPUBLIC OF NAMIBIA

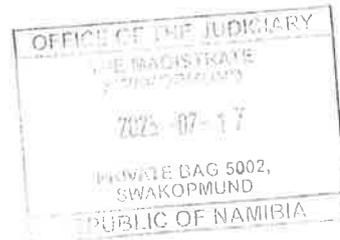
OFFICE OF THE JUDICIARY

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Magistrates Office
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 SWAKOPMUND
 17 July 2025

Our reference: 5/3/2

your reference:



VALUATION COURT RULING:

In terms of the Local Authorities Act 23 of 1992, Section 70, Subsection 6(ii) read with the Subsection 6 (iv), the Valuation Court hereby makes the following ruling:

1. **The objections raised by members of the public under Section 69 of the Act are upheld, as the current valuation roll does not adequately account for the physical condition, age, and infrastructure disparities of the properties in question.**
2. **The appointed valuer is ordered to revalue all relevant properties, adhering to the following guidelines:**
 - 2.1. The valuer must consider not only the market value but also the physical improvements, age of the property and local infrastructure conditions (e.g., lack of tar roads, sewage issues) as mandated by the act.
 - 2.2. The valuer must review and justify any excessive increases in property values, ensuring they align with the actual condition and context of the properties.
 - 2.3. The valuer or their team must conduct physical inspections of the properties, clear communicating regarding the schedule of these visits (including dates and time slots) must be provided to property owners in advance.
 - 2.4. A complete and revised valuation roll must be submitted by the valuer at the next valuation hearing, reflecting the findings of the revaluation process.
 - 2.5. The valuer and the municipal council prior to the public inspection of the valuation roll, as required by law.

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- 2.6. The municipality is directed to facilitate this collaboration and ensure transparency in the valuation process.
- 2.7. The valuer and municipality must engage with the public through proper communication channels to educate property owners about the valuation process, site visits, and their rights under the Act.
- 2.8. Public involvement must be prioritized to address concerns and reduce objections in future valuations.
- 2.9. The court recommends a fair and reasonable rate adjustment for valuation fees, set at a maximum of 15%, in land value subject to further consultation with the municipal council. Improvements value adjustments must be in accordance with the guidelines as per the Act (section 67 (5) (b) of act 23 of 1992).

Additional Notes:

The court acknowledges the concerns raised about infrastructure disparities, such as the lack of tar roads and sewage issues, which must be factored into the valuation process to ensure fairness.

The court emphasizes that the valuer and municipality must address previous inconsistencies and ensure that valuations are equitable across properties varying ages and conditions.

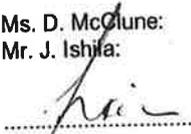
The court appreciates the patience and participation of the public and court members in this process and encourages adherence to these guidelines to streamline future valuations.

Conclusion:

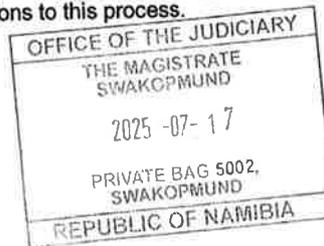
The valuer, Mr. Shoombe, is directed to return to the drawing board and conduct a revaluation in accordance with the guidelines outlined above. The court expects full compliance with these directives and anticipates a complete revised valuation roll that addresses the concerns raised. The court thanks all participants, including the public, court members and assistants, for their contributions to this process.

Before: C.Y. Olivier (Presiding Officer)

Ms. D. McClune:	I confirm
Mr. J. Ishifa:	I confirm



C.Y. Olivier
Magistrate: Swakopmund



ANNEXURE "C"

The Valuation of Rateable Property within Local Authority Areas is regulated by Part XIV of the Local Authorities Act, 1992 (Act 23 of 1992). Quoted as follows:

**"VALUATION OF RATEABLE PROPERTY
WITHIN LOCAL AUTHORITY AREAS****Valuation of rateable properties within local authority areas**

66. (1) With the approval of the Minister, a local authority council may, by notice in the Gazette, declare that a **general valuation** of all rateable property situated within its area be held with effect from a date determined and made known by the local authority council in the notice.
- (2) Notwithstanding subsection (1), but subject to subsection (4), the Minister may by notice in the Gazette declare that a **general valuation** of rateable properties must be held in all local authority areas as soon as possible after the date specified in the notice and, thereafter, at intervals of not more than five years of the date so specified, and with effect from a date determined and made known by a local authority council by notice in the Gazette.
- (3) There shall be an **interim valuation** of any rateable property in any local authority area to be held on a date during any period of five years referred to in subsection (2) as may be determined by the local authority council, as its own motion or when directed by the Minister by notice in writing to a local authority council.
- (4) Notwithstanding subsection (2), the Minister may exclude any local authority council from holding, in terms of that subsection, a general valuation of rateable properties within its area, subject to such local authority council causing a general valuation to be held at intervals of not more than five years as from the date determined by the Minister in terms of that subsection, and with effect from a date to be determined and made known by the local authority council by notice in the Gazette.

Notice to be placed
in Government
Gazette for General

Section 66 substituted by Act 24 of 2000

Appointment and powers, duties, and functions of valuer

67. (1) When a **general valuation** or **interim valuation** of all rateable properties is required to be held in terms of section 66, a local authority council shall, on such terms and conditions as may be determined by it, appoint a fit and proper person as valuer who shall be responsible for the valuation of all rateable property within its area and the preparation of a provisional valuation roll containing –
- a description of every such rateable property;
 - the name of its owner;
 - its size and extent;
 - its total value, showing separately the value of the land and the value of any improvements effected on such land.
- (2) A provisional valuation roll prepared in terms of subsection (1) shall lie open for inspection by any interested person during ordinary office hours in the offices of the local authority council.

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- (3) (a) A valuer shall, before assuming his or her duties, make and subscribe before a commissioner of oaths an oath in the following form:

I, A.B., do hereby swear and solemnly and sincerely promise to appraise and value in accordance with, and for purpose of the provisions of the Local Authorities Act, 1992, all rateable property within the area of the local authority of ... to the best of my skill and knowledge, without favour or prejudice, truly and impartially, conscientiously and for the full and fair value thereof according to the intent and requirement of the law.

So help me God.

- (b) A valuer may, in lieu of an oath, make and subscribe a solemn affirmation in corresponding form.
- (c) A local authority council shall cause a certificate of appointment be issued to the valuer upon his or her appointment.
- (4) (a) Subject to the provisions of paragraph (b), a valuer shall, for purposes of the valuation of any rateable property in terms of this Act, have the power to enter upon any such property at any reasonable time and after having given the owner, occupier or other person in control of such property prior notice as may in the circumstances be reasonable.
- (b) When a valuer exercises or performs a power, duty and function in terms of this Act in the presence of any person affected thereby, he or she shall on demand by any such person, produce to him or her the certificate issued to him or her in terms of subsection (3) (c).
- (c) The owner, occupier, or other person in charge of any such property shall at all times furnish such facilities and information as are reasonably required by a valuer in order to enable him or her to exercise or perform his or her powers, duties, and functions in terms of this Act.
- (5) A valuer shall value any rateable property -
- (a) in the case of the land portion of such rateable property, at a price which, in his or her opinion, a willing buyer will be prepared to pay, and a willing seller will accept, both acting in good faith;
Paragraph (a) subst. by Act 24 of 2000
- (b) in the case of any improvements on such land, on the basis of the estimated costs of the construction or erection of such improvements had such improvements been constructed or erected at the time of such valuation, with due regard to any structural depreciation, obsolescence, or any change or circumstances in the vicinity of such improvements.
- (5A) It shall be a condition of every appointment by a local authority council of a person as valuer in terms of subsection (1), including an appointment made before the date of commencement of this subsection, that -
- (a) all information provided to or gathered by the valuer for the purpose of performing his or her functions as valuer, and all calculations made and all records, plans and forms generated by him or her in the performance of those functions, whether such information,

calculations, records, plans or forms are kept in written form or stored in the form of data on a computer or any other mechanical or electronic device, shall be and remain the property of the local authority council.

- (b) the valuer shall, while being in the possession of the information, calculations, records, plans and forms referred to in paragraph (a), in whatever form, take all steps necessary to ensure their safe custody and to prevent them, or any part thereof, from getting lost, destroyed or defaced or being rendered unuseful or inaccessible in any other manner; and
- (c) all such information, calculations, records, plans and forms as may from time to time be required by the local authority council from the valuer, and upon the termination of his or her appointment for whatever reason, shall be delivered by him or her to the local authority council, in whatever form they were kept or stored by him or her, at no consideration other than the remuneration to which he or she is entitled by virtue of the terms and conditions upon which he or she has been appointed.

But nothing in this subsection shall be construed as preventing a valuer or any other authority from dealing with any such information, calculations, records, plans, or forms as may be required in terms of this Act.

Subsection (5A) inserted by Act 24 of 2000

- (6) Any person who hinders or obstructs any valuer in the exercise or performance of his or her powers, duties, and functions shall be guilty of an offence and on conviction liable to a fine not exceeding R2 000 or to imprisonment for a period not exceeding six months or to both such fine and such imprisonment.

Establishment of the valuation court

68. (1) There is hereby established a valuation court for the area of every local authority, consisting of -
- (a) The MAGISTRATE OF THE DISTRICT in which the area of such local authority council is situated, who shall be the presiding officer of the valuation court;
Paragraph (a) subst. by Act 24 of 2000
 - (b) ONE PERSON appointed by the MINISTER; and
 - (c) ONE PERSON other than a member of the local authority council, as the case may be appointed by the LOCAL AUTHORITY COUNCIL when it becomes necessary for purposes of a valuation of rateable property in terms of the provisions of section 66.
- (2) A valuation court may appoint any other person as assessor or such other number of persons as additional assessors as may be determined by it on account of the special knowledge and experience of any such person in the evaluation of properties, to advise the valuation court on the exercise or performance of its powers, duties and functions.
- (3) (a) A valuation courts shall sit at such dates, times and places within the local authority area as may from time to time be determined by the presiding officer of the valuation court.

- (b) The presiding officer and one other member of the valuation court shall form a QUORUM for a sitting of the valuation court.
- (c) A decision of the majority of the members of a valuation court shall be a decision of the valuation court.

Objections against provisional valuation roll

69. A local authority council shall cause a notice in writing to be published in at least two newspapers circulating in its area on a date not later than 30 days before the date determined under section 68 (3) (a) for the sitting of the valuation court -

} To be published for both General and Interim Valuations.

(Meaning not less than 30 days. Also see (b).)

- (a) stating -
 - (i) that the provisional valuation roll is lying open for inspection during ordinary office hours in the offices of the local authority council;
 - (ii) that the valuation court will sit on the date, time and place so determined to consider the valuations contained in such provisional valuation roll and to hear and determine any objections lodged in respect of any valuations contained in such roll;
- (b) calling upon the owners of rateable property in respect of which a valuation is contained in the provisional valuation roll to lodge objections and the grounds for such objections in writing against any such valuation with the local authority council within a period of 21 days as from the publication of such notice.

Consideration of valuations contained in valuation roll and objections lodged in relation to such valuations

70. (1) A valuation court shall be required to consider every valuation contained in the provisional valuation roll and to hear any objections lodged in connection with any valuations so contained and to determine the valuations of all rateable property contained in such roll.
- (2) A local authority council shall cause an owner who has lodged an objection in terms of section 69 to be notified in writing of the date and time on which and the place at which the valuation court is sitting for purposes of considering such objection.
- (3) Any owner who has lodged an objection against any valuation contained in the provisional valuation roll may appear in person or be represented by a legal practitioner enrolled under the Legal Practitioners Act, 1995 (Act No 15 of 1995).
Subsection (3) substituted by Act 24 of 2000
- (4) The presiding officer or any other member of the valuation court shall not take part in any manner whatsoever in any decision in relation to any rateable property of which he or she or any person related to him or her, whether by affinity or consanguinity, or who is a member of his or her household or a person with whom such presiding officer or member is in terms of the traditional laws and customs prevailing in Namibia, a partner in customary union or his or her partner, agent or business associate is the owner.
- (5) The valuer shall attend all sittings of the valuation court.
- (6) In the exercise of its powers, duties and functions, a valuation court -

- (a) may in its discretion -
 - (i) require any person by notice in writing under the hand of the presiding officer or any other person authorized by him or her to appear before it in relation to any valuation contained in the provisional valuation roll at a date, time and place specified in such notice;
 - (ii) administer an oath or take an affirmation from any person referred to in subparagraph (i) or any person, including the valuer, present at any sitting of the valuation court, and question such person under oath or affirmation in connection with any matter which it may deem necessary in connection with its powers, duties and functions;
- (b) may, after having considered all matters pertaining to any valuation contained in the provisional valuation roll -
 - (i) confirm the valuations contained in the provisional valuation roll;
 - (ii) uphold any objection lodged in terms of section 69 and decrease any valuation contained in such provisional valuation roll;
 - (iii) decrease and, after having afforded the owner of the property in question an opportunity to be heard, increase any other valuation contained in such provisional valuation roll;
 - (iv) order the valuer to value any rateable property omitted from the roll, or revalue any rateable property with due regard to such guidelines and directions as may be determined by it;
 - (v) make such other amendments to the provisional valuation roll as it may deem necessary.
- (7) The valuation court shall keep proper record of the proceedings at sittings and the findings of the valuation court or cause such record to be kept.

Appeal against decisions of valuation courts

- (71) (1) Any owner of rateable property in the area of a local authority who has lodged an objection in terms of section 69 and who feels aggrieved by a decision of a valuation court made in relation to that objection shall have the right to appeal against such decision to the High Court of Namibia.
- (2) For purposes of an appeal referred to in subsection (1) and the procedure to be followed in connection with such appeal, the decision of the valuation court shall be deemed to be a judgment of a magistrate's court.

Main valuation roll

- (72) (1) The provisional valuation roll containing the valuations, as decreased or increased or otherwise amended by the valuation court, of all rateable property in the area of a local authority shall be the main valuation roll of such local authority for purposes of the determination of any rates on such rateable property in terms of the provisions of Part XV.

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- (2) *The main valuation roll shall come into operation on the first day of the month following the month in which the valuation court has finally determined all the valuations contained in the provisional valuation roll.*
- (3) *The main valuation roll shall at all times be available for inspection by any interested person during ordinary office hours at the office of the local authority council.*
- (4) *A local authority council shall at the request of any interested person and on payment of such amount as may be determined by the local authority council, furnish such person with an extract from the main valuation roll."*