

PUBLIC AGENDA
AGENDA
NO. 1
ORDINARY
COUNCIL MEETING
ON
THURSDAY
30 JUNE 2022
AT
19:00



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Ordinary Council Meeting – 30 June 2022

MUNICIPALITY OF SWAKOPMUND

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Ref No 5/2/1/1/2

Enquiries: *Aloysia Kahuika*

20 June 2022

The Mayor and Councillors
Municipality
SWAKOPMUND

Dear Sir / Madam

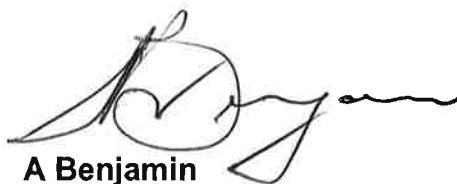
NOTICE: ORDINARY COUNCIL MEETING

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

DATE : THURSDAY, 30 JUNE 2022

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

TIME : 19:00



A Benjamin
CHIEF EXECUTIVE OFFICER

AK/-

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7.	<u>PETITIONS</u> None.	
8.	<u>MOTIONS OF MEMBERS</u> None.	
9.	<u>ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN</u> None.	
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12. **REPORTS AND RECOMMENDATIONS OF COMMITTEES OR THE CHIEF EXECUTIVE OFFICER**

None.

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

None.

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETINGS HELD ON JUNE 2022**

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MINUTES

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Tuesday, 24 May 2022 at 09:00.**

PRESENT:

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

OFFICIALS:

Mr V S Kaulinge	:	Chief Executive Officer (Acting)
Mr C McClune	:	GM: Engineering & Planning Services
Ms M Bahr	:	GM: Corporate Services & HC (Acting)
Ms G Mukena	:	GM: Finance (Acting)
Mr R Ujaha	:	GM: Health Services & SWM (Acting)
Mr M Cloete	:	GM: Economic Development Services (Acting)
Mr U Tjiurutue	:	Corporate Officer: Administration
Ms A A Kahuika	:	Admin Officer: Admin

ALSO PRESENT:

Two (2) Members of the public.

1. **OPENING BY PRAYER (IF REQUIRED)**

Councillor D Am-!Gabeb opened the meeting with a prayer.

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

(C/M 2022/04/28 - 5/2/1/1/2)

On proposal of Councillor B R Goraseb seconded by Councillor C W Goldbeck, it was:

RESOLVED:

That the agenda be adopted.

CO: A Acting GM: CS&HC

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

3.1 Application for leave of absence:

- Councillor W O Groenewald : Approved
- Councillor M Henrichsen : Approved
- Councillor H H Nghidipaya : Approved

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3.2 Declaration of interest:

Her Worship the Mayor Councillor L Kativa declared interest for item 11.1.26.

4. **CONFIRMATION OF MINUTES**

(C/M 2022/05/24 - 5/2/1/1/2)

4.1 **MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 28 APRIL 2022**

On proposal of Councillor P N Shimhanda seconded by Councillor Councillor C W Goldbeck, it was:

RESOLVED:

<p style="text-align: center;">CO: A Acting GM: CS&HC</p>
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That the minutes of the Ordinary Council Meeting held on 28 April 2022, be confirmed as correct.

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

(C/M 2022/04/28 - 5/5/2)

HONOURABLE COUNCILORS, THE CHIEF EXECUTIVE OFFICER, MR. ALFEUS BENJAMIN, GENERAL MANAGERS, MANAGERS, OFFICIALS, REVEREND CALLIE OPPERMAN, MEMBERS OF THE COMMUNITY, MEMBERS OF THE MEDIA, LADIES AND GENTLEMEN

GOOD MORNING AND WELCOME TO THE COUNCIL MEETING AND ANNOUNCEMENTS FOR THE MONTH OF MAY.

LADIES AND GENTLEMEN

I WOULD LIKE TO GIVE AN OVERVIEW OF THE EVENTS AND ACTIVITIES THAT THE MAYORAL OFFICE PARTICIPATED IN DURING THIS MONTH. AND THEY ARE AS FOLLOW:

THE ERONGO REGION CAREER FAIR WHICH WAS HOSTED ON 10 MAY AT THE MULTIPURPOSE CENTRE. THE EVENT WAS AIMED TO CREATE AWARE-NESS AMONGST YOUTH ON THE VARIOUS CAREER OPPOR-TU-NITIES THROUGH EXHI-BITION AND PRESEN-TATION OF CAREER OPTIONS.

I ATTEND AND DELIVERED WELCOMING REMARKS AT THE ARANDIS EMERGENCY RESPONSE AND TRAFFIC MANAGEMENT CENTRE

COUNCIL HOSTED THE HANDOVER CEREMONY OF THE 70 BUILD TOGETHER HOUSES (PHASE 1 & 2). THE EVENT WAS OFFICIATED BY THE DEPUTY MINISTER OF URBAN AND RURAL DEVELOPMENT, HON. NATALIA /GOAGOGES.

THE FEI LEG 2 ON THE 21ST OF MAY 2022.

DISCOVER NAMIBIA AFRICA TRADE EXPO AND SUMMIT HOSTED BY THE AFRICA LEADERSHIP COUNCIL. THE EXPO IS CURRENTLY TAKING PLACE AND I INVITE OUR RESIDENTS TO VISIT THE DIFFERENT STALLS.

HONOURABLE COUNCILORS, LADIES AND GENTLEMEN,

WE ARE EXCITED TO ANNOUNCE THAT ON 30 JUNE 2022, COUNCIL WILL BE HOSTING THE GROUNDBREAKING CEREMONY OF THE INTERNATIONAL UNIVERSITY OF MANAGEMENT HERE IN SWAKOPMUND. THE AIM OF THE IUM CENTRE IN SWAKOPMUND IS TO DELIVER QUALITY EDUCATION, TRAINING AND RESEARCH PROGRAMMES, WHICH ARE DRIVEN BY THE REAL NEEDS AND THE SOCIO-ECONOMIC CHALLENGES OF THE COMMUNITY.

WE ARE LOOKING FORWARD TO THIS DEVELOPMENT IN OUR TOWN AND HOPE THAT IT WILL PRODUCE LASTING IMPACT IN OUR TOWN.

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HONOURABLE COUNCILLORS, LADIES AND GENTLEMEN

THAT IS ALL WE HAD TO ANNOUNCE FOR THIS MONTH, THANK YOU VERY MUCH FOR YOUR ATTENTION. WE WILL NOW CONTINUE WITH THE AGENDA FOR OUR COUNCIL MEETING.

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

- 6.1 Long Service Awards.
None.

7. **PETITIONS**

None.

8. **MOTIONS OF MEMBERS**

None.

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

None.

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

10.1 **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING MAY 2022**

RESOLVED:

CO: A
Acting GM: CS&HC

That the report to Council on the resolutions taken by Management Committee meeting held on 12 May 2022, be noted.

10.2 **FEEDBACK REPORT TO COUNCIL MINUTES:31 MAY 2022**

RESOLVED:

CO: A
Acting GM: CS&HC

That the feedback report on the execution of the Council Minutes of 31 March 2022, be noted.

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11. RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE11.1.1 MEMORANDUM OF UNDERSTANDING BETWEEN MUNICIPALITY OF SWAKOPMUND AND THE BENGUELA CURRENT CONVENTION (BCC)

(C/M 2022/05/24 - M 4354)

<p>GM: EPS GM:EDS Acting GM: CS&HC</p>
--

RESOLVED:

- (a) That the Memorandum of Understanding between Benguela Current Convention (BCC) and Municipality of Swakopmund on enhancing the livelihood of artisanal fishers and promotion of integrated ocean governance in Swakopmund be approved and signed.
- (b) That Council approves the establishment of the fish shop on Council property Erf 4354, Mondesa.
- (c) That the Engineering and Planning Services Department expand the services reticulation on Erf 4354, Mondesa to accommodate a fish shop.
- (d) That Council approves the following officials to serve as Project Steering Committee members as set out in the Memorandum of Understanding:
 - GM: Economic Development Services
 - GM: Engineering & Planning Services
 - GM: Corporate services and Human Capital

11.1.2 REQUEST TO REDIRECT FUNDS FOR THE NORTHERN BEACH DEVELOPMENT

(C/M 2022/05/24 - 14/2/4/1)

<p>GM: F GM:EPS</p>

RESOLVED:

- (a) That the Purchase Order, 0001150931 created to Erongo RED for the installation of electrical services be cancelled due to non-performance.
- (b) That the procurement of an Electrical Contractor be done by the Municipality of Swakopmund with the assistance of Erongo RED.
- (c) That the funds available in Vote: 400031002500, New Public Toilets at Klip Jetty and the funds be in the Vote: 4000531016600, Northern Beach Development be combined and placed into the Capital Budget for 2022-2023 as a continuation capital project to the value of N\$2 475 887.00
- (d) That the funds be utilized for the construction of the Braai & Walkway facilities, installation of streetlights, installation of the electrical supply points and the creation of a new parking area.
- (e) That Council appoints an electrical constructor to service the street lights.³

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11.1.3 **BUSINESS PROPOSALS RECEIVED: LEASE / OPERATION OF MUNICIPAL CAFETERIA**

(C/M 2022/05/24 - 13/3/1/10)

CO: P
GM:HSSWM
Actina GM: CS&HC

RESOLVED

- (a) That Council approves the proposal of Messrs GCR One Trading CC (Swakopmund) to lease the cafeteria for a period of 12 months.
- (b) That the proposals received from the following applicants not be approved:
- (i) African View Accommodation & Tours CC (Ms Dina Namubes)
 - (ii) Ms Johannie du Toit t/a JDT Catering
 - (iii) Mafei's Catering Service CC (Ms Paddy Lotsch)
 - (iv) Zest Catering and Retail CC
 - (v) Fundamental Trading Enterprises CC
- (c) The lease of the Municipal Cafeteria be subject to Council's standard lease conditions and conditions as set out in the lease proposal.

11.1.4 **PROPOSED IMPLEMENTATION OF SMART WATER METERS**

(C/M 2022/05/24 - 16/2/1/7/1)

GM: F
GM:EPS

RESOLVED:

- (a) That Council takes note of the proposal that has been submitted by Messrs Netvend in partnership with Messrs Mobile Telecommunication Company (MTC), which include the following benefits:
- *Prepaid system are cost-effective solutions to sustainable water management in that they have a low cost of acquisition and, by curbing water usage, capital recovery is possible within months.*
 - *The system is also able to distribute water equally, based on the different income areas, water balancing, fluctuating demand and reducing the levels of non-revenue water (NRW)*
 - *Aside from their ability to alert Council to leaks, prepaid water meters also drastically reduce Council's admin costs. This is because Council don't need to chase bad debts or budget for legal fees on unpaid accounts and the system is used as debt recovery instrument. The Council's cash flow is immediately improved.*
 - *By upgrading the system to smart capabilities, the collecting data from prepaid meters is also more efficient than the manual collection required for post-paid meters.*
 - *A pre-paid water meter can also be used to limit water flowing to a particular area. This will help Council and property owners to control the amount of water used at certain outputs and prevent wastage in low-income households that can't afford to pay for excess use of this basic need.*
- (b) That Council approves that the recent completed Social Houses and Build Together House be availed for the 10 x pre-paid and 10 x smart pre-paid water meter pilot project.
- (c) That Council approves the Automatic Meter Reading (AMR) bulk water meter pilot project as proposed by Messrs Netvend

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in partnership with Mobile Telecommunication Company (MTC).

- (d) That the smart pre-paid meters and associated products as presented by Messrs Heat Exchange Products, be procured through the relevant procurement procedure of Public Procurement Act (Act. 15 of 2015) to be installed at remaining completed houses under the Social Housing program and Build Together program.
- (e) That the General Manager: Finance develops a special pre-paid water tariff as well as a debt recovery pre-paid water tariff that can be applied during the trial period, for submission to the Management Committee.

11.1.5 MESSRS HYDRAFORM INTERLOCKING SOLUTION CC: TECHNICAL REPORT 40/40 PROJECT, CHALLENGES AND SOLUTIONS

(C/M 2022/05/24 - E 1320 M, E 1321M, E 1322 M, E 1323 M)

RESOLVED:

CO: H
Acting GM: CS&HC

- (a) That Council takes note of the challenges and solutions in the technical report dated 25 January 2022 of Messrs Hydraform Interlocking Solution CC.
- (b) That Council takes note of the letter dated 28 December 2021 to Messrs Hydraform Interlocking Solution CC from the Economic Development Services Department instructing them to settle the outstanding balance.
- (c) That Council does not approve the re-allocation of beneficiary, Mr H A Gomeb of Erf 1320 to Erf 1322, Mr S S Ndinonya, Extension 7 Matutura as suggested by Messrs Hydraform Interlocking Solution CC.
- (d) That a notice of 45 days to remedy the breach be sent to Mr H A Gomeb (Erf 1320), Mr G H Kafine (Erf 1321), Mr S S Ndinonya (Erf 1322) and Mr Jacobus (Erf 1323) from date of this Council resolution.
- (e) That the construction of the houses on Erf 1321, Erf 1329, Erf 1223 be halted until the property is transferred to the respective beneficiaries within 45 days from date of this Council resolution.
- (f) That should the following erven:
 - (i) Mr H A Gomeb, Erf 1320
 - (ii) Mr G H Kafine, Erf 1321
 - (iii) Mr S S Ndinonya, Erf 1322
 - (iv) Mr Jacobus, Erf 1323

not be transferred, the transactions be cancelled and offered to the next qualifying beneficiaries on the Master list after an assessment is done.

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- (g) That should Messrs Hydraform Interlocking Services not complete construction of the half-built house on Erf 1321 (Mr G H Kafine) and Erf 1323 (Mr Jacobus) after 6 months of registration, the erf be removed from the contractor and the beneficiary be allowed to select a new contractor.
- (h) That approval be granted to Messrs Hakuna Matata Real Estate CC to construct a house on Erf 1322, Ext 7 for Mr S S Ndinonya on condition that the property is registered within the 45 days' notice period.

11.1.6 **ADMINISTRATIVE ERROR OCCURRED WITHIN THE ALLOCATION PROCESS OF ERF 1299, MATUTURA, EXTENSION 7**

(C/M 2022/05/24 - 14/2/1/2)

CO:H
GM:EPS
Acting GM: CS&HC

RESOLVED:

- (a) That Council approves the allocation of Erf 1299, Matutura, Extension 7 to Mr Martiena Haitamelo.
- (b) That the next allocations to be done in favour of the overlooked beneficiaries.

11.1.7 **APPLICATION BY MS L KARUNGA FOR A PLOT IN THE DRC INFORMAL SETTLEMENT**

(C/M 2022/05/24 - 14/2/1/2)

CO: H
Acting GM: CS&HC

RESOLVED:

- (a) That this item be referred back.
- (b) That the site be expanded to include more applicants from the Master Waiting List.

11.1.8 **REQUEST BY MR JOHANNES JANUARIE TO ALLOCATE ERF 666, DRC TO HIM**

(C/M 2022/05/24 - 14/2/1/2, E 7900)

CO: H
Acting GM: CS&HC

RESOLVED:

- (a) That Council does not approve the request of Mr Johannes Januarie to be allocated Erf 7900 as Erf 1222, DRC has already been allocated to him.
- (b) That Mr Johannes Januarie be instructed to relocate to Erf 1222 (7896), DRC within 30 days, from the Council resolution.
- (c) That a lease agreement between Council and Messrs Eagle Christian Centre be compiled to lease Erf 7900 to accommodate employees and to serve as an emergency shelter for the residents of the DRC on the same terms as the lease agreement in respect of portions 1241, 1242, 1243 and 1245 (Erf 7891) in DRC.

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11.1.9 APPLICATION FOR SPECIAL CONSENT TO OPERATE A HOME SHOP ON ERF 2466, SWAKOPMUND, EXTENSION 8

(C/M 2022/05/24 - E 2466)

RESOLVED:

GM: EPS

- (a) That special consent to operate a Home Shop on Erf 2466, Swakopmund, Extension 8 outside the demarcated area, be approved.
- (b) That approval be subjected to the following conditions apply to give consent in terms of Councils "Home Shop Policy":
- (i) *That the erf owner must also be the licensee.*
 - (ii) *That the erf owner must be a resident on the site.*
 - (iii) *That they conform to the Town Planning Scheme and Building regulations.*
 - (iv) *That the percentage of the building used for the Home shop does not exceed 40% of buildings on the erf. The primary use as a residential erf must be retained.*
 - (v) *That consent is not transferable.*

11.1.10 APPLICATION FOR THE RELAXATION OF LATERAL BUILDING LINES AND SET BACK ON ERF 63, VINETA

(C/M 2022/05/24 - V 63)

RESOLVED:

GM:EPS

- (a) That the application for consent to relax the building line on Erf 63, Vineta from three (3) metres to zero (0) metres on the lateral boundary line be approved.
- (b) That the first floor be set back from five (5) metres to zero (0) metre on the lateral boundary line of Erf 63, Vineta.
- (c) That the objector be informed of his rights to appeal with valid reasons against Council's decision in respect of this resolution, to the Minister of Urban and Rural Development within twenty-one (21) days from the date of receipt of the notice of this resolution in accordance with section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).

11.1.11 APPLICATION FOR THE REZONING OF ERF 3732, SWAKOPMUND, EXTENSION 8, FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:900M² TO GENERAL RESIDENTIAL 1 WITH A DENSITY OF 1:100M² AND CONSENT TO OPERATE A RESIDENTIAL GUESTHOUSE WHILE THE REZONING IS IN PROGRESS

(C/M 2022/05/24 - E 3732)

RESOLVED:

GM:EPS

- (a) That the rezoning of Erf 3732, Swakopmund, Extension 8 from "Single Residential" with a density of 1:900m² to "General Residential 1" with a density of 1:100 be approved.
- (b) That the rezoning of Erf 3732, Swakopmund, Extension 8 be subject to a betterment fee of 75% (unauthorized activities) calculated according to the Betterment Fee Policy of 2009 and be paid by the applicant before the Fitness Certificate is issued

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and any submission of building plans to the Engineering and Planning Services Department for approval.

- (c) That the consent use to operate a residential guesthouse on Erf 3732, Swakopmund, Extension 8 while the rezoning is being finalized be approved, subject to payment of the betterment fee immediately upon approval by the Minister of Urban and Rural Development.
- (d) That the total of thirteen (13) parking bays be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve shall be tolerated.

11.1.12 APPLICATION FOR THE REZONING OF ERF 2419, SWAKOPMUND, EXTENSION 8 FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:900M² TO GENERAL RESIDENTIAL 1 WITH A DENSITY OF 1:100M² AND CONSENT TO OPERATE A RESIDENTIAL GUESTHOUSE WHILE THE REZONING IS IN PROGRESS

(C/M 2022/05/24 - E 2419)

RESOLVED:

GM: EPS

- (a) That the rezoning of Erf 2419, Swakopmund, Extension 8 from "Single Residential" with a density of 1:900m² to "General Residential 1" with a density of 1:100 be approved.
- (b) That the rezoning of Erf 2419, Swakopmund, Extension 8 be subject to a Betterment Fee of 20% calculated according to the Betterment Fee Policy of 2009 and be paid by the applicant before the Fitness Certificate is issued and any submission of building plans to the Engineering and Planning Services Department for approval.
- (c) That the consent use to operate a residential guesthouse on Erf 2419, Swakopmund, Extension 8 while the rezoning is being finalized be approved, subject to payment of the Betterment Fee immediately upon approval by the Minister of Urban and Rural Development.
- (d) That the total of thirteen (13) parking bays be provide on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve shall be tolerated.

11.1.13 REQUEST FOR DISCOUNT OF ACCOMMODATION AT MUNICIPAL REST CAMP

(C/M 2022/05/24 - 14/2/7/1/2)

GM: EDS
GM:F

RESOLVED:

That Council grants a discount on accommodation at the Municipal Rest Camp based on the COVID-19 special rates as per the Council Resolution of 25 February 2022 to the Evangelical Lutheran Church in the Republic of Namibia.

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11.1.14 DEADLINE EXTENSION APPEAL: ERF 484, EXTENSION 1, MATUTURA

(C/M 2022/05/24 - E 484 M)

CO: P
Acting GM: CS&HC**RESOLVED:**

- (a) That Council takes note of the application for an extension of time by Ms Wilhelmina M Kamati.
- (b) That Ms Wilhelmina M Kamati be granted 30 days extension from the date of the Council resolution.

11.1.15 REQUEST FOR DISCOUNT TO USE THE MUNICIPAL CENTRAL SPORT FIELD

(C/M 2022/05/24 - 14/2/2/1/7)

GM: EDS

RESOLVED:

- (a) That permission be granted to the Namibia Tennis Association to utilize the Vineta Central Sport Field their tournament on:
- 10-11 June 2022
 - 2-3 September 2022
 - March 2023
 - May 2023
 - September 2023
- (b) That Council grants a discount to NTA to utilize the Venita Sport Field based on the tariffs below:

Description	Current	Proposed	%
Rate (N\$)	1 554.80	777.40	50%
Refundable Deposit (N\$)	1 488.50	1 488.50	0%
Total (N\$)	3 043.30	2 265.90	N\$777.40 difference

- (c) That Council be indemnified against any claims that may arise from using the stadium.
- (d) That Council reserves the right to cancel the use of the stadium should Council need the stadium for its own purposes.
- (e) That the NTA makes prior arrangements with Erongo-RED for an electricity connection at own cost should it be required.
- (f) That the stadium be restored to its original condition and to the satisfaction of the Swakopmund Municipality after the event.
- (g) That no person stays on the property overnight, except for security personnel.

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11.1.16 **REQUEST TO TRANSFER FUNDS TO PROCURE A FRONT-END LOADER AND ROAD ROLLER**

(C/M 2022/05/24 - 3/1/1/1/1)

GM:F
GM:EPS

RESOLVED:

That the General Manager: Finance be permitted to transfer funds from the following votes to purchase the Front-End Loader and Road Roller:

- N\$680 471.00 from Vote: 650031004300 (Surfacing of Streets & Roads) to 505531009100 (New Front-End Loader)
- N\$356 384.00 from 650031004300 (Surfacing of Streets & Roads) to 504031009000 (Replace Bitelli Road Roller)

11.1.17 **FEEDBACK: ONLINE EXPERT EXCHANGE PROJECT BETWEEN THE SWAKOPMUND AND GIESSEN MUNICIPALITIES**

(C/M 2022/05/24 - 5/2/4/5)

CEO
CO: M&C
GM:EPS
GM:HSWM
GM:EDS
Acting GM: CS&HC

RESOLVED:

- (a) That it be noted that the Online Expert Exchange project between the Swakopmund Municipality and Gießen Municipality (Germany) has kicked off on 22 April 2022 and that it will end during December 2023.
- (b) That the areas of interest / cooperation, for the exchange be the following:
- Urban Gardening
 - Management of public library
 - SME & Tourism
 - Town Planning
- (c) That the following officials with their alternates to be nominated by their respective General Managers be assigned to the project:
1. Ms Johann Angolo (Senior Town Planner)
 2. Ms Rauna Shipunda (Local Economic Development Officer)
 3. Ms Sabina Kathena (Youth Development Officer)
 4. Mr Robeam Ujaha (Environmental Health Practitioner)
 5. Ms Aili Gebhardt (Corporate Officer: Marketing & Communications)
- (d) That Councillor M Henrichsen with his alternative, to be nominated by Council lead the Swakopmund Municipality delegation for the duration of the project.
- (e) The following three Officials will take part in the Agenda 2030 Partnership Conference in Dresden, Germany from 20 - 22 September 2022:
- Mr R Ujaha
 - Ms A Gebhardt
 - Ms R Shipunda

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- (f) That the officials in recommendation (c) above and Councillor M Heinrichsen visit the City of Giessen for a face-to-face meeting from 23 September to 30 September 2022 in Germany.
- (g) That it be noted that the face-to-face meeting and African Conference is fully funded, but Council will be responsible for the subsistence and travelling allowances of the officials during that period.
- (h) That the activity schedule and progress report be submitted to the Management Committee on a regular basis.

11.1.18 RESUBMITTED: EXCHANGE OF ERF 9806, EXTENSION 39, SWAKOPMUND WITH ERF 9793, EXTENSION 39, SWAKOPMUND: COMMENTS FROM STEWART PLANNING TOWN & REGIONAL PLANNERS

(C/M 2022/05/24 - Erf 9806, Erf 9793)

CO: P
GM:EPS
GM: CSHC

RESOLVED:

- (a) That Council takes note of the comments received from Stewart Planning Town & Regional Planners dated 20 April 2022.
- (b) That Stewart Planning Town & Regional Planners be informed that the developer can pursue the land exchange transaction subject to the decision by the Ministry of Urban & Rural Development, irrespective whether the consent use application for a service station is turned down or approved.

11.1.19 USER RIGHTS MANAGEMENT POLICY

(C/M 2022/05/24 - 1/1/2/9)

RESOLVED:

GM:F

- (a) That Council approves the User Rights Management Policy for implementation and compliance thereof.
- (b) That the Finance Department reviews the User Rights Management Policy annually when necessary.

11.1.20 REQUEST FOR SPONSORSHIP TO HOST THE 8TH AFRICAN TUG OF WAR CHAMPIONSHIPS IN SWAKOPMUND

(C/M 2022/05/24 - 3/15/1/6/1)

RESOLVED:

CO: M&C
Acting GM: CS&HC

- (a) That the sponsorship request for hosting the 8th African Tug of War Championships scheduled to take place from 30 June 2022 to 2 July 2022 in Swakopmund, be noted.
- (b) That Council sponsors towards the rental fees for the venue (Vineta North Sport Stadium) to the value of N\$4 084.80 (N\$1

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021.20 x 4 days) and that the organisers be responsible for the payment of the refundable deposit of N\$4 293.00.

- (c) That the costs for the expenses mentioned above in (b), be defrayed from the Publicity Vote: 150515566000 where N\$122 991.18 is available.
- (d) That the organizers be informed that the rates of the Municipal Rest Camp are on discount until 30 June 2022.
- (e) That the following Council's standard conditions be applied by the Organizers:
- (1) That the Tug of War International Federation organisers ensures that the facilities including the parking area are cleaned and restored to their original conditions to the satisfaction of the Swakopmund Municipality within 48 hours after the event.
 - (2) That Council be indemnified against any claims that may arise from using the stadium.
 - (3) That the organizers be responsible for the provision of additional public ablution facilities on site, if required.
 - (4) That Council reserves the right to cancel the use of the stadium should Council need them for its own purposes.
 - (5) That Tug of War International Federation organizers make prior arrangements with Erongo-RED for electricity connection at their own cost, should it be required.
 - (6) That Tug of War International Federation organizers submit proof that the following arrangements have been made:
 - Emergency Services
 - Traffic Control and Parking
 - Waste removal
 - Security Services
 - Liquor license (if required)

11.1.21 WAIVER OF RESTRICTION ON ALIENATION CONDITION - PORTION 2 OF PORTION B OF ERF 302, SWAKOPMUND

(C/M 2022/05/24 - E 302B2)

CO: P
GM: EPS
Acting GM: CSHC

RESOLVED:

That Council waives the restrictive condition of alienation contained in the Deed of Transfer T5676/2020 and T5677/2020 and thereby grants approval to Ms Anita B Etzold and Mr Ulrich Martin Etzold to sell the developed Portion 2 of Portion B of Erf 302, Swakopmund.

11.1.22 CANCELLATION OF THE SALE OF ERF 1802, MONDESA TO PJN INVESTMENT (PTY) LTD

(C/M 2022/05/24 - M 1802)

CO: P
GM: EDS
Acting GM: CS&HC

RESOLVED:

- (a) That Council approves the cancellation of the sale of the Meduletu hall situated on Erf 1802, Mondesa to PJN Investment (Pty) Ltd as they failed to provide the company registration document.
- (b) That the General Manager: Finance refund Mr Paulus Jonas t/a PJN Investment (Pty) Ltd the amount of N\$10 000.00 that was paid in respect of advertisement cost for the intended sale of

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Erf 1802, Mondesa as per Receipt No. 182713 dated 22 February 2021.

- (c) That the General Manager: Economic Development Services investigates the way forward regarding the future of the Meduletu hall.

11.1.23 **PROPOSAL FOR A NEW WELCOME TO SWAKOPMUND SIGN**

(C/M 2022/05/24 - 9/3/1/3)

CO: M&C
Acting GM: CS&HC

RESOLVED:

- (a) That a combination of the 1st and 3rd designs be selected and submitted to a designer for guidance.
- (b) That a professional design based on the proposal in (a) above be procured and submitted to Council for approval before the signs are erected at the B2 and C34 entrances to Swakopmund.
- (c) That the cost for the design and construction be obtained, for approval by Council.
- (d) That the winning individuals of the proposals or designed art works be recognised for their contribution by being presented with a certificate.

11.1.24 **APPLICATION BY TANGENI SHILONGO NAMIBIA TO PURCHASE ERF 8159, EXTENSION 30, SWAKOPMUND**

(C/M 2022/05/24 - ERF 8159)

CO: P
Acting GM: CS&HC

RESOLVED:

- (a) That Council takes note of the confirmation of cancellation of the lease agreement by the DRC School Project & Community Centre for the use of Erf 8159, Extension 30, Swakopmund.
- (b) That Council accepts the application by Tangeni Shilongo Namibia to purchase Erf 8159, Extension 30, Swakopmund to proceed with the community service provided.
- (c) That the standard conditions of sale in terms of Council's Property Policy for the sale of land to welfare organisations be applicable to the sale.
- (d) That the purchase price for Erf 8159, Swakopmund be approved at N\$126 250.00 (calculated at N\$62.50 / m² x 2 020m²) (N\$125.00 x 50% = N\$62.50).
- (e) That Council approves the interim lease of Erf 8159, Extension 30, Swakopmund on the same terms, i.e. at no charge while the statutory processes of the sale is being attended to, and terminating upon transfer of the erf.
- (f) That Tangeni Shilongo Namibia pays a deposit in the amount of N\$10 000.00 to cover the cost of publication in terms of the Local Authorities Act 23 of 1992.

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- (g) That Council takes note that the entity Tangeni Shilongo Namibia is the purchaser, but that the project will continue to operate as DRC School Project (trading as).

11.1.25 PROPOSED SALE OF BUSINESS ERVEN LOCATED IN EXTENSIONS 6 & 7 MATUTURA

(C/M 2022/05/24 - 14/2/1/2)

RESOLVED:

- (a) That Council takes note of:

CO: P
Acting GM: CS&HC

- (i) *The availability of erven zoned "local" and "General Business" located in Extensions 6 & 7, Matutura.*
- (ii) *That due to the effects of the Covid-19 pandemic, the local economy requires stimulus to encourage developers to construct new businesses by providing favourable conditions of sale*
- (b) That Council remains with the decision passed on 25 February 2021 item 11.1.8 to sell these erven by closed bid sale at an upset price of N\$156.00/m².
- (c) That Council approves to sell the erven zoned "Local" and "General Business" located in Extensions 6 & 7, Matutura subject to similar conditions approved by Council on 25 March 2021 item 11.1.18.
- (d) That the registration fee be calculated at 0.75% of the highest upset price i.e. N\$6 000.00.
- (e) That the erven below be sold at a closed bid sale at an upset price of N\$156.00/m².

	Erf No	Zoning	m²	Extension	Upset Price @ N\$156.00/m² (excl 15%) VA
1	1013	Gen Business	1 711	Ext.6	266 916.00
2	1014	Gen Business	1 661	Ext.6	259 116.00
3	1015	Gen Business	5 197	Ext.6	810 732.00
4	1016	Local Bus	1 468	Ext.6	229 008.00
5	1017	Local Bus	1 480	Ext.6	230 880.00
6	1441	Local Bus	2 520	Ext.7	393 120.00
7	1442	Local Bus	2 216	Ext.7	345 696.00
8	1443	Local Bus	2 224	Ext.7	346 944.00
Total Value at Upset Price					2 882 412.00

- (f) That the closed sale be subject to the following conditions:
- (i) *That the erven are allocated to the highest bidders on the basis of one erf per person / entity (married couples irrespective of the marital regime are regarded as one entity)*
- (ii) *That the connected parties defined as per the Income and VAT Act may only be allocated one erf.*
- (iii) *That the bidders provide proof of sufficient financing on the date of sale.*

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- (iv) *The purchase price and 15% VAT shall become due and payable to the Council within 120 calendar days from date of sale.*
- (v) *The erven may not be alienated unless a completion certificate is issued in respect of the structural improvements.*
- (vi) *Purchaser must provide a one page summary of the intended business activity to be conducted on the premises as well as provide a development timeline.*
- (vii) *The purchasers must erect structural improvements worth at least 4 times the Municipal valuation of the erf. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property.*
- (viii) *Purchasers are given up to 24 months to develop the erf, failure to develop; Council reserves the right to repossess the erf.*
- (ix) *That an incentive of 15% discount on the purchase price (excluding VAT) discount be offered to developers who develop the erven within a period of 2 years.*
- (x) *In the event that the purchaser of an erf is a close corporation, a company or a trust, then, the member's interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council.*
- (xi) *That Council shall not accept under any circumstances any process whereby the purchaser of an erf will be allowed to nominate a third party as the eventual purchaser of the erf. To be more specific, the Council shall not entertain any agent bidding on behalf of a principal or any nominee acting on behalf of a legal entity still to be incorporated.*
- (xii) *That caveats be registered against the title deeds of the erven to prevent any contravention of the above conditions.*
- (xiii) *That the erven are sold voetstoots or as is with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the erven or any improvements thereon. The Council also does not warrant that the services installed at the erven are suitable for the use intended by the purchasers. It is therefore the obligation of the purchasers to verify that the installed electricity, sewage and water connections are suitable for the intended use of the properties.*

1.1.26 **FUTURE SALE OF ERF 7041, SWAKOPMUND**

(C/M 2022/05/24 - M 7041)

GM: EPS

RESOLVED:

- (a) That it be recorded that the Mayor declared her interest in the matter and recused herself.
 - (b) That the Council decision passed on 24 February 2022 under item 11.1.3 be revoked and that Erf 7041, Mondesa be subdivided in two portions before the public invitation of proposals for the purpose of early childhood development / education.
-

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11.1.27 UPDATING OF THE BEACH, PARK AND JETTY COUNCIL REGULATION

(C/M 2022/05/24 - 1/1/2/15)

CEO
GM: EPS

RESOLVED:

- (a) That this item be referred back and be submitted to management Committee for consideration after a broader consultation process.
- (b) That Councillors be provided with invitation letters for distribution to the community.
- (c) That letters of invitation be translated into local vernagular languages.

13. DRAFT REGULATIONS AND TARIFFS, IF ANY

None.

The meeting adjourned: **10:03**

Minutes to be confirmed on: **30 June 2022.**

**Councillor L N Kativa
MAYOR**

**V S Kaulinge
CHIEF EXECUTIVE OFFICER (Acting)**

10. REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETINGS HELD DURING JUNE 2022

10 (A) MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 14 JUNE 2022

2. CONFIRMATION OF MINUTES

(M/C 2022/06/14 - 5/2/1/1/2)

2.1 MINUTES OF THE ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 12 MAY 2022

On proposal of Councillor B Goraseb and seconded by Councillor P N Shimhanda it was:

RESOLVED:

CO: A
GM: CS&HC

That the Minutes of the Ordinary Management Committee meeting held on 12 May 2022 be confirmed as correct.

7.1 RESUBMITTED: APPLICATION FOR RECONSIDERATION: GHETTO ASSISTANCE CENTRE (PTY) LTD - DEVELOPMENT OF EXTENSION 4, MATUTURA

(M/C 2022/06/14 - 14/2/1/2, 16/1/4/2/1/14)

RESOLVED:

CO:H
Acting GM:CS&HC

That Messrs Ghetto Assistants Centre (Pty)Ltd be informed to provide the Joint Venture agreement with CWN Investment CC for scrutiny by Management Committee before the matter is approved.

7.3 SELLING OF RESIDENTIAL ERVEN TO SWAKOP URANIUM EMPLOYEES

(M/C 2022/06/14 - 16/1/4/2/1/14)

RESOLVED:

CO:H
Acting GM:CS&HC

(a) That Swakop Uranium be informed that Council does not want to sell directly to employees, but to the employer, Swakop Uranium directly.

(b) That a policy be created to accommodate employers who wish to purchase erven and build houses for their employees.

7.6 WOERMANN HAUS PREMISES - SALE

(M/C 2022/06/14 - 13/3/1/3.1308, E 1308)

RESOLVED:

CO:P
Acting GM:CS&HC

That an advert be submitted to Management Committee for approval.

8.4 **FINAL REPORT OF BASELINE SURVEY AND BUSINESS CENSUS OF SWAKOPMUND**

(M/C 2022/06/14 - 14/1/1/2; 14/1/1/3)

RESOLVED:

GM: EDS

That the item be referred back and be resubmitted to the next Management Committee meeting for consideration.

8.5 **PROPOSAL FOR A NEW SWAKOPMUND MUNICIPAL LOGO**

(M/C 2022/06/14 - 9/3/1/3)

RESOLVED:

CO: MC
Acting GM:CS&HC

That the item be referred back and be resubmitted back to the next Management Committee meeting for consideration.

8.7 **BUDGET DIRECTIVE**

(M/C 2022/06/14 - 3/1/1/1/1; 3/1/1/2/1)

RESOLVED:

GM: F

That the Budget Directive from the Ministry of Urban and Rural Development be noted.

9.1 **ERONGO RED: INTRODUCTION OF THE NEW CEO & PRESENTATION ON ERONGO RED'S OPERATIONS**

(M/C 2022/06/14 - 5/6/3)

RESOLVED:

CEO

That the introduction of the new Chief Executive Officer of Erongo RED be noted.

10 (B) **MINUTES OF THE SPECIAL MANAGEMENT COMMITTEE MEETING HELD ON 20 JUNE 2022**

5. **DISCUSSION POINTS**

5.2 **MY SMART CITY APP INTRODUCTION**

(S/M/C 2022/06/14 - 8/2/1)

RESOLVED:

That the virtual presentation be noted.

FEEDBACK REPORT

EXECUTION OF COUNCIL RESOLUTIONS

31 March 2022

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <small>(eg. Letter written, date, Submitted for legal review – date)</small>	COMMENTS <small>(eg. Await feedback, partially implemented)</small>	FULLY IMPLEMENTED
11.1.1 FEEDBACK FROM EAGLE CHRISTIAN CENTRE REGARDING DEVELOPMENT OF A CHURCH ON ERF 4443, EXTENSION 9, SWAKOPMUND // (C/M 2022/03/31 - E 4443, 19.03.08.4443)				
(a) That Council takes note of the explanation given by Eagle Christian Centre for the delay of the development of Erf 4443, Extension 9, Swakopmund within the prescribed 1-year period.	CO: P Acting GM: CS&HC	Owner was informed of Council's resolution per letter dated 05 April 2022.	Item diarized for 30 November 2022 to follow up.	Resolution is fully executed.
(b) That an extension of time be granted until 30 November 2022 to Eagle Christian Centre (ECC) for the construction and completion of a church on Erf 4443, Extension 9, Swakopmund.				
11.1.2 WOERMANN HAUS: CONSIDERATION TO LEASE A ROOM // (C/M 2022/03/31 - E 1308)				
(a) That permission be granted to Ms Lynette Van Niekerk to lease the Jetty Shop at the Woermann Haus on a month-to-month basis; for educational purposes and provision of art and craft sessions for children and holiday-makers.	CO: P Acting GM: CS&HC	The applicant was informed of the decision per letter dated 05 April 2022.	None.	Resolution is fully executed.
(b) That the standard tariff per square meter be applicable for the lease of rooms at the premises subject to the annual escalations.				
(c) That the lease be subject to the following standard conditions: <ul style="list-style-type: none"> i (i) That lessee is responsible to keep the room clean at all time. ii (ii) That Council must be indemnified against any claims that may arise from using the room. iii (iii) That the room be restored to its original condition and to the satisfaction of the Swakopmund Municipality. iv (iv) That the sound must be restricted to the immediate surrounding area. On receipt of any complaints due to noise or misbehavior, the use of the area will be cancelled immediately. v (v) That the security services rendered at the room be the lessee's responsibility and that Council will not accept any responsibility for losses or damage to the property. vi (vi) That no one is allowed to stay on the property overnight. vii (vii) That the Council reserves the right to cancel the use of the room should Council need the room for its own purposes. 				
11.1.3 ERONGO RED: MANDATE FOR COUNCIL'S REPRESENTATIVES: ANNUAL GENERAL MEETING FOR SHAREHOLDERS // (C/M 2022/03/31 - 11/1/4/17)				
(a) That Councillor W O Groenewald be mandated to represent Council at the Erongo RED Annual General Meeting of the shareholders, on a date to	CEO			

COUNCIL RESOLUTIONS		RESPONSIBILITY	ACTION TAKEN <i>(eg. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED																																													
<p>be determined at the Strand Hotel, Swakopmund.</p> <p>(b) That the mandate for the matters be as set out in the table below for the Annual General Meeting:</p> <table border="1"> <thead> <tr> <th></th> <th></th> <th>For</th> <th>Against</th> <th>Abstain</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>To approve the minutes of the previous Annual General Meeting held on 23 March 2021.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>To receive, consider and adopt the Annual Financial Statements of Erongo RED for the year ended 30 June 2021</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>To receive and note the Finance Report</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>To confirm dividends declared for the year ended 30 June 2021</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td>To appoint/confirm appointment of Auditors</td> <td></td> <td></td> <td></td> </tr> <tr> <td>6.</td> <td>To consider and approve the reviewed Directors fees/remuneration</td> <td></td> <td></td> <td></td> </tr> <tr> <td>7.</td> <td>To receive and note the Board Effectiveness Report 2021.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>8.</td> <td>Appoint/confirm appointment of Directors in terms of the Shareholders agreement</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				For	Against	Abstain	1.	To approve the minutes of the previous Annual General Meeting held on 23 March 2021.				2.	To receive, consider and adopt the Annual Financial Statements of Erongo RED for the year ended 30 June 2021				3.	To receive and note the Finance Report				4.	To confirm dividends declared for the year ended 30 June 2021				5.	To appoint/confirm appointment of Auditors				6.	To consider and approve the reviewed Directors fees/remuneration				7.	To receive and note the Board Effectiveness Report 2021.				8.	Appoint/confirm appointment of Directors in terms of the Shareholders agreement							
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11.1.4 WOERMANN HAUS ROOM D 24: CONSIDERATION AND PERMISSION TO EXTEND THE CURRENT LEASE // (C/M 2022/03/31 - E 1308)																																																		
<p>(a) That Council takes note of the application of Ms Wil-Merie Greyling dated 25 January 2022 requesting an extension of time to lease Room D 24 at the Woermann Haus and that she has been leasing the room on a month-to-month basis since 1 October 2021.</p> <p>(b) That Council takes note that Ms Wil-Merie Greyling is using the room for educational purposes to finalize her Masters Degree in Fine Arts.</p> <p>(c) That permission be granted to Ms Wil-Merie Greyling to continue leasing Room D 24 at the Woermann Haus on a month-to-month; until a date is determined for the sale of the Woermann Haus.</p> <p>(d) That the standard tariff per square metre be applicable for the lease of rooms at the premises subject to the annual escalations.</p> <p>(e) That the lease be subject to the following standard conditions:</p> <p>(i) That lessee is responsible to keep the room clean at all time.</p> <p>(ii) That Council must be indemnified against any claims that may arise from using the room.</p> <p>(iii) That the room be restored to its original condition and to the satisfaction of the Swakopmund Municipality.</p>		<p>CO: P Acting GM: CS&HC</p>	<p>Applicant was informed of Council's resolution per letter dated 05 April 2022.</p>	<p>None.</p>	<p>Fully implemented.</p>																																													

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(eg. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
<p>(iv) <i>That the sound must be restricted to the immediate surrounding area. On receipt of any complaints due to noise or misbehavior, the use of the area will be cancelled immediately.</i></p> <p>(v) <i>That the security services rendered at the room be the lessee's responsibility and that Council will not accept any responsibility for losses or damage to the property.</i></p> <p>(vi) <i>That no one is allowed to stay on the property overnight.</i></p> <p>(vii) <i>That Council reserves the right to cancel the use of the area should Council need the room for its own purposes.</i></p>				
11.1.5 TRANSFER OF FUNDS FOR THE PROCUREMENT AND IMPLEMENTATION FOR THE IMPROVEMENT OF SEWERAGE NETWORK // (C/M 2022/03/31 - 3/1/1/1/1,16/2/4/3,16/2/6/2/2)				
<p>That the General Manager: Finance be granted permission to transfer an amount of N\$10 850 000.00 from the savings on the Capital Budget for the 2021 / 2022 Financial Year to Vote: 750031016300 [Upgrading of Sewerage Network].</p>	<p>GM: F</p>	<p>Resolution executed and funds were available as resolved.</p>	<p>Resolution executed and funds were available as resolved.</p>	<p>Fully implemented.</p>
11.1.6 THE NAMING OF STREETS, PUBLIC PLACES, NATURAL AREAS AND COUNCIL-OWNED BUILDINGS / FACILITIES ADVISORY COMMITTEE OF SWAKOPMUND // (C/M 2022/03/31 - 11/1/4/28, 16/1/4/1/5)				
<p>(a) That Point (b) of the Council Resolution of 26 July 2018 under item 11.1.8, be revoked.</p> <p>(a) <i>That the Naming of Streets, Public Places, Natural Area and Council-owned Buildings / Facilities committee not be abolished.</i></p> <p>(b) <i>That Council approves the guidelines to be amended in order to accommodate submissions of names of living persons and that criteria be compiled for qualifying persons.</i></p> <p>(c) <i>That the names submitted in the minutes of the committee (on file) be accepted.</i></p> <p>(d) <i>That the Engineering Services Department attend to the placement of the approved names without delay.</i></p> <p>(e) <i>That Council leaves room for rearrangement of the street names.</i></p> <p>(b) That the Minutes of the Naming of Streets, Public Places, Natural Areas and Council-owned Buildings / Facilities Advisory Committee of September 2021, be approved.</p> <p>(c) That the Guidelines for the Naming of Streets, Public Places, Natural Areas and Council-owned Buildings / Facilities Advisory Committee be amended to ensure that the names of living persons are avoided.</p> <p>(d) That applicants be informed of Council's decision regarding the naming of streets after a living person.</p> <p>(e) That the applicants be informed of their right to appeal against the Council Resolution to the</p>	<p>GM: EPS</p>	<p>Attending to letters</p>		

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg. Letter written, date, Submitted for legal review – date)	COMMENTS (eg. Await feedback, partially implemented)	FULLY IMPLEMENTED														
Minister of Urban and Rural Development within 21 days in terms of Sections 110 and 129 of the Urban and Regional Planning Act, Act No 5 of 2018.																		
11.1.7 COUNCIL'S REPRESENTATIVES ON VARIOUS COMMITTEES AND BODIES – 2022 // (C/M 2022/03/31 - 5/2/31/1)																		
That the list of Council's representatives on various committees / bodies for 2022 (on file) be approved as amended.	CEO CO: A Acting GM: CS&HC		Noted	Fully implemented														
11.1.8 UPDATING OF THE FINANCIAL REGULATIONS // (C/M 2022/03/31 - 1/1/2/9)																		
(a) That Council approves the reviewed Financial Regulations.	GM: F	Resolution noted.	Resolution noted.	Fully implemented.														
(b) That the Financial Regulations be reviewed annually when necessary.																		
11.1.9 TEMPORARY RELOCATION OF KAVITA PARK VENDORS TO THE CHRISTMAS FAIR SITE NEXT TO THE TENNIS COURT // (C/M 2022/03/31 - 14/1/3/1)																		
(a) That Council approves the temporary relocation of 62 Kavita Park vendors including the Ovahimbabas, to the Tennis Court parking area for a period of revamping of the Kavita Art and Craft Market.	GM: EDS	GM: EDS is liaising with GM:ES for section "e" of the Resolution to be fulfilled before EDS can take any action	Awaiting from ES	Not implemented														
(b) That the affected vendors continue to pay normal monthly rental fees as per the lease agreements.																		
(c) That the vendors utilize the cubicles for storage purposes during the construction period as it will not be affected by the revamping.																		
(d) That the relocated vendors indemnify Council against all and any claims in respect of damage to property and / or bodily injury to / loss of life of people that may arise.																		
(e) That Engineering and Planning Services Department attends to the demarcation of trading sites of vendors including the Ovahimba at the Tennis Court Parking area, by measuring 16m ² for each site.																		
11.1.10 INTRODUCTION OF TOWN PLANNING APPLICATION FEES IN RESPONSE TO THE DIRECTIVE BY THE MINISTER OF URBAN AND RURAL DEVELOPMENT FOR LOCAL AUTHORITIES AND REGIONAL COUNCILS TO COMPLY WITH THE PROVISIONS OF SECTION 109(5)(B) OF THE URBAN AND REGIONAL PLANNING ACT, ACT 5 OF 2018 // (C/M 2022/03/31 - 1/1/2/19)																		
(a) That the proposed Town Planning application fees as presented in the table below be approved:	GM: EPS	Request to be submitted to MURD for approval.																
<table border="1"> <thead> <tr> <th>Procedure or Activity</th> <th>Applicable Fee (N\$)</th> </tr> </thead> <tbody> <tr> <td>(a) Township Establishment</td> <td>7 187.50</td> </tr> <tr> <td>(b) Rezoning</td> <td>2 012.50</td> </tr> <tr> <td>(c) Subdivision</td> <td>1 092.50</td> </tr> <tr> <td>(d) Consolidation</td> <td>1 092.50</td> </tr> <tr> <td>(e) Resident occupation (Council Policies)</td> <td>400.00</td> </tr> <tr> <td>(f) Consent Use (Table B of the</td> <td>2 012.50</td> </tr> </tbody> </table>	Procedure or Activity	Applicable Fee (N\$)	(a) Township Establishment	7 187.50	(b) Rezoning	2 012.50	(c) Subdivision	1 092.50	(d) Consolidation	1 092.50	(e) Resident occupation (Council Policies)	400.00	(f) Consent Use (Table B of the	2 012.50				
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COUNCIL RESOLUTIONS			RESPONSIBILITY	ACTION TAKEN <i>(eg. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
	<i>Swakopmund Zoning Scheme)</i>					
(h)	<i>Servitudes and right of ways</i>	1 000.00				
(i)	<i>Relaxation of development restrictions (building lines, etc)</i>	200.00				
(j)	<i>Naming and remaining of Street and Place, and</i>	500.00				
(k)	<i>Miscellaneous</i>	200.00				
(a)	That the Chief Executive Officer seeks approval for the proposed fees structure from the Minister of Urban and Rural Development in accordance with the provisions of Section 131(2) of the Urban and Regional Planning Act, Act 5 of 2018.					
(b)	That the Town Planning application fees be applicable immediately upon publication in the Government Gazette as per provision of the Urban and Regional Planning Act, Act 5 of 2018.					
(c)	That the Town Planning application fees be incorporated into Council's tariffs and be published in terms of Section 30(1)(u) of the Local Authorities Act, Act 23 of 1992, as amended.					
11.1.11 APPLICATION FOR THE REZONING OF ERF 2354 SWAKOPMUND, EXTENSION 8 FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:900M² TO GENERAL RESIDENTIAL 1 WITH A DENSITY OF 1:250M² AND CONSENT TO OPERATE A RESIDENTIAL GUESTHOUSE WHILE THE REZONING IS IN PROGRESS // (C/M 2022/03/31 - E 2354)						
(a)	That the rezoning of Erf 2354, Swakopmund, Extension 8 from "Single Residential" with a density of 1:900m ² to "General Residential 1" with a density of 1:250, be approved.		GM: EPS	Consultant informed by letter dated 5 May 2022.		Fully implemented
(b)	That the consent use to operate a residential guesthouse while the rezoning is being finalized, be approved.					
(c)	That the rezoning of Erf 2354, Swakopmund, Extension 8 be subject to a betterment fee of 75% calculated according to the Betterment Fee Policy of 2009 and be paid by the applicant before any submission of building plans to the Engineering and Planning Services Department for approval.					
(d)	That parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve be allowed.					
11.1.12 APPLICATION FOR THE REZONING OF THE REMAINDER OF ERF 5568 SWAKOPMUND, EXTENSION 16 FROM GENERAL BUSINESS TO GENERAL RESIDENTIAL 1 WITH A DENSITY OF 1:250M² // (C/M 2022/03/31- E 5568)						
(a)	That the rezoning of the Remainder of Erf 5568, Swakopmund, Extension 16 from "General Business" to "General		GM: EPS	Letters to consultant and objectors		Fully implemented

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(eg. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
<p><i>Residential 1"</i> with a density of 1:250 be approved.</p> <p>(b) That no betterment fee is charged when rezoning from general business to general residential according to the Betterment Fee Policy of 2009.</p> <p>(c) That parking be provided on-site that is in line with the Swakopmund Zoning Scheme and no parking on street reserve shall be tolerated.</p> <p>(d) That objectors be informed of their rights to appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-one (21) days from the date of the decision in accordance with section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).</p> <p>(e) That no accesses be provided from Ernst Könnecke Street.</p>		written dated 6 May 2022.		
<p>11.1.13 CONSOLIDATION OF ERVEN 320 AND 321, MYL 4, EXTENSION 1 INTO CONSOLIDATED ERF A AND THE SUBSEQUENT REZONING OF CONSOLIDATED ERF A FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:600M² TO GENERAL RESIDENTIAL 1 WITH A DENSITY OF 1:250M² // (C/M 2022/03/31 - M4 E 320, M4 E 321)</p>				
<p>(a) That the approval of the consolidation of Erven 320 and 321, Mile 4, Extension 1 be granted on condition that both erven are under one ownership.</p> <p>(b) That upon consolidation of Erf 320 and 321, Mile 4 into Erf A, it be rezoned from "Single Residential" with a density of one dwelling per 600m² to "General Residential 1" with a density of 1: 250m².</p> <p>(c) That the rezoning of the consolidated Erf A be subject to a betterment fee calculated according to the betterment fee policy of 2009 and be paid by the applicant before any approval of building plans by the Engineering and Planning Services Department can be considered.</p> <p>(d) That parking be provided on-site in line with the Swakopmund Zoning Scheme.</p> <p>(e) That the applicant responds in writing accepting Council's resolution and conditions of its approval before the rezoning is submitted to the Urban and Regional Planning Board.</p>	GM: EPS	Consultant informed by letter dated 5 May 2022.		Fully implemented
<p>11.1.14 SUBDIVISION OF ERF 4823, SWAKOPMUND EXTENSION 10 INTO PORTION A AND REMAINDER AND SUBSEQUENT CONSOLIDATION OF PORTION A WITH ERF 4822 SWAKOPMUND, EXTENSION 10 INTO ERF X // (C/M 2022/03/31 - E 4822, E 4823)</p>				
<p>(a) That the subdivision of Erf 4823, Swakopmund, Extension 10 into Portion A and Remainder be approved as listed in the table below:</p>	GM: EPS	Consultant informed by letter dated 5 May 2022.		Fully implemented

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(eg. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED																
<table border="1" data-bbox="381 315 721 459"> <thead> <tr> <th>Proposed Subdivision Portions</th> <th>Proposed Sizes</th> </tr> </thead> <tbody> <tr> <td>Total for Erf 4823</td> <td>2138m²</td> </tr> <tr> <td>Portion A</td> <td>937 m²</td> </tr> <tr> <td>Remainder Erf 4823</td> <td>1201 m²</td> </tr> </tbody> </table> <p>(a) That the consolidation of Portion A with Erf 4822, Swakopmund, Extension 10 into Erf "X" be approved as listed in the table below:</p> <table border="1" data-bbox="389 629 721 741"> <thead> <tr> <th>Proposed Consolidation</th> <th>Proposed Sizes</th> </tr> </thead> <tbody> <tr> <td>Portion A</td> <td>937 m²</td> </tr> <tr> <td>Erf 4822</td> <td>2151 m²</td> </tr> <tr> <td>Total for Erf X</td> <td>3088m²</td> </tr> </tbody> </table> <p>(a) That the current title deed conditions registered against Erf 4822, Swakopmund, Extension 10 be cancelled.</p> <p>(b) That the following conditions be registered against the title deed of the newly created Erf "X" and the Remainder of Erf 4823, Swakopmund Extension 10:</p> <p>(i) <i>The erf shall only be used or occupied for purposes which are in accordance with and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018);</i></p> <p>(ii) <i>The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the municipal valuation of the erf.</i></p>	Proposed Subdivision Portions	Proposed Sizes	Total for Erf 4823	2138m ²	Portion A	937 m ²	Remainder Erf 4823	1201 m ²	Proposed Consolidation	Proposed Sizes	Portion A	937 m ²	Erf 4822	2151 m ²	Total for Erf X	3088m ²				
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11.1.15 SPECIAL CONSENT FOR A PRIVATE OPEN SPACE FOR THE PURPOSE OF HOT-AIR BALLOONING AND STAR GAZING ACTIVITIES AS WELL AS THE CONSTRUCTION OF THREE (3) STAFF QUARTERS ON PORTION 111 (A PORTION OF PORTION 71) OF FARM 163, SWAKOPMUND // (C/M 2022/03/31 - PTN 111)																				
<p>(a) That special consent to use a portion of the Portion 111, Swakopmund for a "Private Open Space" for the purpose of hot air ballooning and star gazing activities, ten (10) tented accommodation chalets as well as the construction of three (3) staff quarters on Portion 111 (a Portion of Portion 71) of Farm 163, Swakopmund be granted instead of consent to operate a tourist establishment and tourist facility, subject to the following conditions:</p> <p>(i) <i>That the owner provides plans indicating the layout of the proposed tented accommodation chalets as to be specified in (a) above to the satisfaction of the General Manager: Engineering and Planning Services,</i></p> <p>(ii) <i>That activities are limited to not more than 10% of the size of the portion to be utilised for the proposed developments. If the applicant would like to extend the activities within their allowable size as stated, it</i></p>	GM: EPS	Letters to consultant and objectors written dated 9 May 2022.		Fully implemented																

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(eg. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
<p><i>is still subjected to the existing consent process that allows them to construct additional dwellings.</i></p> <p>(iii) <i>That Council reserves the right to cancel a consent use should there be valid complaints.</i></p> <p>(iv) <i>That the applicant registers with the Health Services Department and that the standard Health Regulations will apply.</i></p> <p>(v) <i>That the applicant must operate within the Swakopmund Zoning Scheme provisions.</i></p> <p>(vi) <i>That consent is not transferable.</i></p> <p>(b) That the applicant be informed of Council's decision and their right to appeal to the Minister of Urban and Rural Development against Council's Resolution in respect of resolution (a) above in terms of section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018) within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.</p> <p>(c) That objectors be informed of Council's decision and their right to appeal to the Minister of Urban and Rural Development against Council's Resolution in respect of resolution (a) above within twenty-one (21) days from the date of the decision in accordance with section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).</p>				
11.1.16 CONSENT TO CONSTRUCT AND OPERATE A SERVICE STATION ON ERF 9794, EXTENSION 39, SWAKOPMUND				
<i>II (C/M 2022/03/31 - E 9794)</i>				
<p>(a) That the consent to construct and operate a service station on Erf 9794, Extension 39, Swakopmund be granted subject to the promulgation of the Swakopmund Amendment Zoning Scheme Number 69 in the Government Gazette.</p> <p>(b) That betterment fee shall be paid in terms of the Betterment Fee Policy before approval of any building plan by the Engineering and Planning Services Department and/or issuing of a fitness certificate.</p> <p>(c) That all building structures be to the satisfaction of the General Manager: Engineering and Planning Services.</p> <p>(d) That parking be provided on-site that is in line with the Swakopmund Zoning Scheme and no parking shall be on street reserve.</p>	GM: EPS	Letters to consultant and objectors written dated 6 May 2022.		Fully implemented

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(eg. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
<p>(e) That access to the property be determined to the satisfaction of the General Manager: Engineering and Planning Services.</p> <p>(f) That the consent use will automatically lapse if not implemented within a period of two (2) years from the date of this approval or the date of promulgation of the Swakopmund Amendment Zoning Scheme 69 in the Government Gazette, whichever is later.</p> <p>(g) That the objectors be informed of their right to appeal to the Minister of Urban and Rural Development against Council's Resolution as provide for in terms of Section 110 of the Urban and Regional Planning Act, Act No 5 of 2018.</p> <p>(h) That the objectors be informed that the appeal should be made within 21 days to the Minister in terms of Section 129 of the Urban and Regional Planning Act, Act No 5 of 2018.</p>				
11.1.17 REQUEST FOR DONATION OF FOUR (4) DRAWER FILING CABINETS // (C/M 2022/03/31 - 3/18/1)				
That 80 redundant four drawer filing cabinets at the Archives be written off and be donated to public schools in Swakopmund, the Directorate of Education Arts and Culture (DOEAC) and that the remaining be auctioned.	CO: A Acting GM: CS&HC			
11.1.18 ERF 4850, SWAKOPMUND: APPLICATION TO WAIVE PRE-EMPTIVE RIGHT // (C/M 2022/03/31 - E 4850)				
That Council accepts the motivation given, i.e the financial pressure as well as the settlement of the overdraft facility and waives the pre-emptive right registered over Erf 4850, Swakopmund to permit ABTRACT CC to sell their undeveloped erf to a third party.	CO: P Acting GM: CS&HC	Owner was informed of Council's resolution per letter dated 05 April 2022.	None.	Resolution fully implemented.
11.1.19 ERF 4862, SWAKOPMUND: APPLICATION TO WAIVE PRE-EMPTIVE RIGHT // (C/M 2022/03/31 - E 4862)				
That Council accepts the motivation given, i.e. Covid-19 drastically changed Virtual Properties CC's circumstances, which made it impossible to develop Erf 4862, Swakopmund and waives the pre-emptive right registered over the same property and permits Virtual Properties CC to sell their undeveloped erf to a third party.	CO: P Acting GM: CS&HC	Owner was informed of Council's resolution per letter dated 05 April 2022.	None.	Resolution fully implemented.
11.1.20 STANDING RULES IN CONNECTION WITH CONVENING AND HOLDING OF, AND PROCEDURE AT MEETINGS OF LOCAL AUTHORITY COUNCILS AND COMMITTEES ESTABLISHED BY LOCAL AUTHORITY COUNCILS // (C/M 2022/03/31 - 1/1/1/5)				
That Council takes note of the Standing Rules in connection with convening and holding of, and Procedure at meetings of Local Authority Councils and Committees established by Local Authority Councils as advertised in Government Gazette No. 5705 of 02 April 2015.	CEO CO: P Acting GM: CS&HC			
11.1.21 ERF 4861, SWAKOPMUND: APPLICATION TO WAIVE PRE-EMPTIVE RIGHT // (C/M 2022/03/31 - E 4861)				
That Council approves the motivation that there was a decline in business revenue and the resultant trading loss and waives the pre-emptive right registered over Erf 4861, Swakopmund	CO: P Acting GM: CS&HC	Owner informed of the Council resolution per letter dated 05 April 2022.	None.	Fully implemented.

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(eg. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
and permits Beniz Trading CC to sell their undeveloped erf to a third party.				
11.1.22 CONFIRMATION OF CANCELLATION: ERF 4675, MONDESA TO DRC PROPERTY GROUP (PTY) LTD // (C/M 2022/03/31 - M 4675)				
(a) That Council confirms the cancellation of the transaction for the sale of Erf 4675, Extension 13, Mondesa, to DRC Property Group (Pty) Ltd due to failure to secure the purchase price and 15% VAT by the due date.	CO: P Acting GM: CS&HC	Purchaser informed of Council's resolution per letter dated 07 April 2022.	None.	Fully implemented.
(b) That TUT Investment CC be informed that the deed of sale entered into between Council and DRC Property Group (Pty) Ltd lapsed on 23 February 2022 and is of no force or effect.				
(c) That the General Manager: Finance recovers the outstanding cost in the amount of N\$11 194.50 from DRC Property Group (Pty) Ltd incurred for the transaction of Erf 4675, Mondesa.				
(d) That Erf 4675, Mondesa be added to the list for the Closed Bid Sale once service installation is finalized, as was resolved under point (c) of Council's decision passed on 30 July 2020 under item 11.1.4.				
11.1.23 REQUEST TO ALLOW THE COASTAL GENOCIDE COMMITTEE TO COMMEMORATE THE GENOCIDE REPARATION WALK // (C/M 2022/03/31 - 14/2/21/3; 7/2/3)				
(a) That Council grants permission to the Coastal Genocide Committee to host the Genocide Commemoration Event on 25-27 March 2022.	GM: EDS	Approval was granted to the applicants and the event took place already	None	Fully implemented
(b) That in future, only one march be permitted per historic event.				
11.1.24 COUNCIL'S OUTSTANDING DEBTS // (C/M 2022/03/31 - 3/1/1/1/1, 3/2/7)				
(a) That Council proceeds with disconnection of water supply for non-payment of Service Accounts as from 1 April 2022.	GM: F	Resolution noted for implementation of the debt recovery action.	Resolution noted for implementation of the debt recovery action.	Continuous implementation.
(b) That disconnection be implemented in order of priority as follows: (i) Government and parastatals (ii) Businesses				
(c) That the General Manager: Finance submits a proposal on residential disconnections.				
(d) That residential account holders be encouraged to continue to pay or make arrangements to settle their municipal accounts.				
11.1.25 REQUEST FOR PARTNERSHIP BETWEEN SWAKOPMUND MUNICIPALITY AND ZANZIBAR URBAN MUNICIPAL COUNCIL (TANZANIA) // (C/M 2022/03/31 - 5/2/4/5)				
(a) That Council approves the collaboration between the Zanzibar Urban Municipal Council and the Swakopmund Council.	GEO			

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(eg. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
<p>(b) That a Memorandum of Understanding be compiled and signed by both parties which will include the cooperation in the following areas:</p> <ol style="list-style-type: none"> 1. Revenue Collection 2. Investment 3. Training for Capacity Building 4. Town Planning 5. Economic Activities 6. Culture <p>(c) That the Office of the Mayor liaises with the Zanzibar Urban Municipal Council through the Ministry of International Relations and Cooperation.</p>				
11.1.26 REQUEST FOR SPONSORSHIP TOWARDS THE ANNUAL GOVERNOR'S CUP HOSTED IN SWAKOPMUND // (C/M 2022/03/31 - 3/15/1/6/1)				
<p>(a) That the sponsorship request for hosting the 7th Annual Governor's Cup scheduled to take place from 15-18 April 2022 in Swakopmund, be noted.</p> <p>(b) That Council sponsors towards the rental fees for the venue (Vineta North Sport Stadium) to the value of N\$11 069.70.</p> <p>(c) That the costs of N\$11 069.70 be defrayed from the Publicity Vote: 150515533000 where N\$122 991.18 is available.</p> <p>(d) That the following Council's standard conditions be applied by the Organizers:</p> <ol style="list-style-type: none"> (i) <i>That the organizers ensures that the facilities including the parking area are cleaned and restored to their original conditions to the satisfaction of the General Manager: Economic Development Services within 48 hours after the event.</i> (ii) <i>That Council be indemnified against any claims that may arise from using the stadium.</i> (iii) <i>That the organizers be responsible for the provision of additional public ablution facilities on site, if required.</i> (iv) <i>That organizers make prior arrangements with Erongo-RED for electricity connection at their own cost, should it be required.</i> (v) <i>That organizers submit proof that the following arrangements have been made:</i> <ul style="list-style-type: none"> • Emergency Services • Traffic Control and Parking • Waste removal • Security Services 	<p>GM: EDS</p> <p>GM: F</p>	<p>Approval was granted and the event took place</p> <p>Resolution noted.</p>	<p>None</p> <p>Resolution noted.</p>	<p>Fully implemented</p> <p>Fully implemented.</p>
11.1.27 CAPITAL AND OPERATIONAL BUDGETS FOR 2022 / 2023 FINANCIAL YEAR // (C/M 2022/03/31 - 3/1/1/1/1; 3/1/1/2/1)				
<p>(a) That the Development (Capital budget) amounting to N\$322 million, be approved.</p> <p>(b) That the balanced operational budget amounting to N\$520 million, be approved.</p> <p>(c) That Council approves tariffs increases of 3% for all service-related tariffs, except for the following listed tariffs:</p>	<p>GM: F</p>	<p>Resolution noted.</p>	<p>Resolution noted.</p>	<p>Fully implemented.</p>

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(eg. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
(i) Senior Citizens tariffs. (ii) Bungalows Tariffs (special tariffs already approved till 30 June 2022). (iii) Water basic tariff, which is subject to Messrs Namwater bulk purchase.				
11.1.28 COUNCILS STRATEGIC PLAN 2022 – 2026 // (C/M 2022/03/31 - 2/2/1)				
(a) That the draft Strategic Plan 2022-2026 be discussed for the purpose of validating what has been captured and complete the information for finalization by Messrs Ernst & Young. (b) That a virtual meeting be scheduled with Messrs Ernst & Young to finalize Council's Strategic Plan 2022-2026 for final approval and implementation.	CEO GM: F All GM's	Resolution noted.	Resolution noted.	Continuous implemented.

FEEDBACK REPORT EXECUTION OF COUNCIL RESOLUTIONS

28 April 2022

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <small>(e.g. Letter written, date, Submitted for legal review – date)</small>	COMMENTS <small>(eg. Await feedback, partially implemented)</small>	FULLY IMPLEMENTED
11.1.1 APPLICATION FOR LAND FOR ESTABLISHMENT OF A QUARRY // (C/M 2022/04/28 - 13/3/1/5, 16/1/4/2/1/13)				
That Mr Hambelela Anyolo be informed that the Swakopmund Structure Plan 2020 - 2040 does not make provision for aggregate quarries and that Council accordingly does not approve his application.	CO: P GM: CS&HC			
11.1.2 TRANSFER OF ERF 3821, MONDESA, (BUILD TOGETHER) TO ESTATE LATE MR NEHEMIA KAMBONDE // (C/M 2022/04/28 - M 3821)				
(a) That Council takes note that Mr Nehemia Kambonde (unmarried) of Erf 3821, Mondesa passed away on 21 April 2018.	CO: H Acting GM: CS&HC			
(b) That it be noted that the loan premiums commenced October 2019, 1 year and 6 months after the passing of Mr Nehemia Kambonde.				
(c) That it be noted that the Finance Department requested Messrs Sanlam to refund the sum of N\$2 597.76 for insurance premiums paid.				
(d) That it be noted that the <u>outstanding balance on the loan account plus interest</u> until end February 2022 amounts to <u>N\$11 672.13</u> (Annexure "F", on file).				
(e) That should Messrs Sanlam refuse to refund Council consideration be given to approve writing off the amount of N\$11 672.13 + N\$2 597.76 = <u>N\$14 269.89</u> towards to outstanding loan balance and insurance against the Build Together Housing Fund.				
(f) That Erf 3821, Mondesa be transferred to the estate of late Mr Nehemia Kambonde upon receipt of the necessary letter of executorship, and confirmation that the arrear rates and taxes have been paid.				
(g) That the family members provide an executor's letter to the attorneys for transfer purposes.				
11.1.3 REQUEST FOR PERMISSION TO ACCOMMODATE CHRIST'S HOPE INTERNATIONAL- NAMIBIA AT ERF 10907, DRC, SWAKOPMUND ADJACENT TO FEEDING NAMIBIA PROJECT // (C/M 2022/04/28 - 16/1/4/2/1/14, E 10907)				
(a) That Council approves the application of Messrs Christ's Hope to use the space adjacent to Feeding Namibia on Erf 10907, Extension 42 marked institutional land to set up containers for feeding, tutoring, mentoring and homework programs from 1 May 2022 - 31 May 2023, subject to the following conditions:	GM: EDS CO: H Acting GM: CS&HC			
(i) <i>That Messrs Christ's Hope comply with the procedures laid out in the Town Planning Scheme for the use of the Public Open Space.</i>				
(ii) <i>That the applicant ensures that all health protocols related to COVID-19 pandemic, are adhered to.</i>				

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
<p>(iii) That the applicant must indicate whether refuse bins will be required and has to pay for the lease thereof as well as the removal afterwards (N\$32.00) per bin and N\$786.00 per truck load for the removal (15% VAT excluded) as per approved budget.</p> <p>(iv) That the applicant submits a fire layout plan for the approval by General Manager: Economic Development Services before the program commence.</p> <p>(v) That the applicant provides own freshwater tank for the program.</p> <p>(vi) That Council's consent is further subject thereto that upon acceptance of the site proposed / approved by Council: Messrs Christ's Hope undertake towards the Municipality of Swakopmund, its Council and / or its officials ("Council"):</p> <p>1) to indemnify and to keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of this resolution taken and consent given to Messrs Christ's Hope and/or the utilization of the site by Messrs Christ's Hope.</p> <p>2) to indemnify and keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of any preceding decision, resolution and/or consent given by Council to Messrs Christ's Hope to conduct a feeding, tutoring and homework programs and in particular in respect of the decision, resolution and / or consent given in respect of Erf 10907, Ext 42, Swakopmund.</p> <p>(b) That Messrs Christ's Hope bears all costs for services i.e. water, electricity etc. connections as well as security services.</p> <p>(c) That the applicant be informed to always maintain the facility and restore it to its original state after the given period.</p> <p>(d) That Messrs Christ's Hope programs be approved for one (1) year and may reapply again based on the performance and success of the project.</p>				
11.1.4 REQUEST FOR PERMISSION TO HOST MONTHLY MARKETS ALONG DANIEL KAMHO AVENUE // (C/M 2022/04/28 - 14/1/3/1, M 1898)				
<p>(a) That Council approves the leasing of Daniel Kamho Hawkers site to the Mondesa Youth Enterprises for the purpose of hosting monthly markets on a trial basis to sell handmade, home-made goods, antique, electronics, plants, manure, prefabricated, upholstery, organic products etc. and to give the Mondesa Youth Enterprises a platform to sell and market their products and services.</p>	<p>GM: EDS GM: HSSWM</p>			

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED																				
<p>(b) That Council approves an annual Kapana Festival at the vacant Erf 1898, Mondesa.</p> <p>(c) That the Engineering and Planning Services Department be responsible for demarcation of the area.</p> <p>(d) That the rental fees for the site be based on the Lease for Municipal Land (Public Open Space as gazetted):</p> <p style="margin-left: 40px;"><i>For area of 16m² or less (VAT Excluded)</i></p> <p style="margin-left: 80px;">(i) Daily - N\$ 201</p> <p style="margin-left: 80px;">(ii) Weekends - N\$ 268</p> <p style="margin-left: 80px;">(iii) Weekly - N\$ 337</p> <p style="margin-left: 80px;">(iv) Monthly - N\$ 1009</p> <p style="margin-left: 40px;"><i>For area between 16m² and 20m² (VAT Excluded)</i></p> <p style="margin-left: 80px;">(i) Daily - N\$ 268</p> <p style="margin-left: 80px;">(ii) Weekends - N\$ 337</p> <p style="margin-left: 80px;">(iii) Weekly - N\$ 404</p> <p style="margin-left: 80px;">(iv) Monthly - N\$ 1614</p> <p>(e) That the lease for the area be on a first come first serve basis, based on the rotation of themed markets.</p> <p>(f) That the Youth Development Officer facilitates the events and ensures that Mondesa Youth Enterprises participate in these markets.</p> <p>(g) That Council avails ablution facilities during the events.</p> <p>(h) That the events be scheduled for Fridays or Saturdays from 08h00 - 19h00 on a trial basis for 3 months.</p>																								
<p>11.1.5 MATSI INVESTMENT (PTY) LTD:</p> <p><u>1. EXTENSION OF DUE DATE TO COMPLY WITH CLAUSE 3 OF THE JOINT VENTURE AGREEMENT FOR THE DEVELOPMENT OF EXTENSION 13, MATUTURA</u></p> <p><u>2. REDIVISION OF ERVEN ALLOCATION</u></p> <p><u>11 (C/M 2022/04/28 - 16/1/4/2/1/4)</u></p>																								
<p>(a) That Council takes note that Matsi Investment (Pty) Ltd signed the development agreement for Extension 13, Matutura on 07 October 2021 and subsequent have to comply with clause 3 of the agreement by 05 April 2022; compliance is not possible due to the reconsideration of the erven division between Council and Matsi Investment (Pty) Ltd.</p> <p>(b) That Council grants Matsi Investment (Pty) an additional 120 days from the date of the Council resolution approving the redistribution of erven to comply with clause 3 of the development agreement.</p> <p>(c) That Council approves the allocation of erven as follows:</p> <table border="1" data-bbox="248 1868 719 2060"> <thead> <tr> <th>Total Erven</th> <th>Zoning</th> <th>Developer</th> <th>Council</th> </tr> </thead> <tbody> <tr> <td>97</td> <td>Single Residential</td> <td>60</td> <td>37</td> </tr> <tr> <td>5</td> <td>General Res 1</td> <td>5</td> <td>0</td> </tr> <tr> <td>1</td> <td>General Res 2</td> <td>1</td> <td>0</td> </tr> <tr> <td>2</td> <td>General Business</td> <td>0</td> <td>2</td> </tr> </tbody> </table>	Total Erven	Zoning	Developer	Council	97	Single Residential	60	37	5	General Res 1	5	0	1	General Res 2	1	0	2	General Business	0	2	<p style="color: red;">CO: P GM: CSHC</p>			
Total Erven	Zoning	Developer	Council																					
97	Single Residential	60	37																					
5	General Res 1	5	0																					
1	General Res 2	1	0																					
2	General Business	0	2																					

COUNCIL RESOLUTIONS				RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
2	<i>Municipal</i>	0	2				
1	<i>Private Open Space</i>	0	1				
1	<i>Undetermined</i>	0	1				
2	<i>Institutional</i>	0	2				
(d)	That Council's resolution passed on 22 November 2018 under item 11.1.35 be amended accordingly.						
(e)	That an addendum to the development agreement be compiled and entered into amending the initial and subsequent due dates and the redistribution of erven allocation.						
11.1.6 APPLICATION BY MR A J L VAN BILJON TO PURCHASE OR EXCHANGE A PORTION OF ERF 384 WITH A PORTION OF ERF 2747, SWAKOPMUND // (C/M 2022/04/28 - E 384, E 2747; E 3650)							
(a)	That Council approves <u>Proposal A</u> , of Mr A J L Van Biljon to exchange a portion of Erf 384, Swakopmund onto which the access road of the lease portion encroaches for a portion of Erf 2747, Swakopmund for the same size.			CO: P GM: EPS <i>Acting GM: CS&HC</i>			
(b)	That Engineering and Planning Services determines the size of the portion of Erf 2747, Swakopmund to be exchanged with Mr A J L Van Biljon under Proposal A.						
(c)	That upon approval, the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Urban and Planning Act of 2018 respectively, be dealt with successfully.						
(d)	That Mr A J L Van Biljon appoints a Town Planner at his cost to attend to the statutory processes.						
(e)	That Mr A J L Van Biljon appoints a Consultant to attend to the Environmental Impact Assessment in terms of the Environmental Management Act, Act 7 of 2007 as amended.						
(f)	That all costs relating to the transaction and statutory processes be for the applicant, 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.						
(g)	That the following standard conditions be applicable: (i) <i>The purchaser accepts that no rights will accrue to him 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.</i>						
(h)	That should none of the above proposals be approved, a right of way over Erf 384, Swakopmund, measuring 4.16m ² be registered to provide access to the open space of a portion of Erf 2747, Swakopmund in favour Council at its cost.						

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
(i) That once the application of Mr A J L van Biljon is finalized, the exact remainder of land be determined providing for proper access to the lease site, and proposals be invited as resolved by Council on 29 April 2021 under item 11.1.1.				
11.1.7 HDF ENERGY (RENEWSTABLE ENERGY): APPLICATION FOR LAND // (C/M 2022/04/28 -16/2/12/11)				
<p>(a) That the <u>sale and or lease</u> of the portion of land to HDF Energy Namibia be for the development and establishment of a hydrogen-to-power plant for solar energy generation, hydrogen production, storage and refueling at the location indicated by the diagram marked Annexure "D" (on file).</p> <p>(b) That Council offers the lease of the entire site (±400ha) pending the subdivision and finalization of the sale to HDF Energy Namibia as follows:</p> <p>(i) <i>Portion of land on which permanent structures will be constructed at N\$250.00/ha; and</i></p> <p>(ii) <i>Portion of land on which the solar panels will be installed at N\$60.00/ha.</i></p> <p>(c) That the conditions of lease for the interim period be the same as those in point (k) below.</p> <p>(d) That Council approves the application by HDF Energy Namibia to <u>purchase</u> a portion of land measuring approximately 4 000 000m² (400ha) for the establishment of a hydrogen-to-power plant for solar energy generation, hydrogen production, storage and refueling; subject to points (f) until (j) below.</p> <p>(f) That the land be rezoned from "Undetermined" to "Special" for use of a hydrogen-to-power plant for solar energy generation, hydrogen production, storage and refueling.</p> <p>(f) That no betterment fee be charged as the purchase price was determined assuming the use of the land for electricity generating purposes.</p> <p>(g) That the following conditions be registered against the title deed of the to-be created erf:</p> <p>(i) <i>That the portion of land be used for the establishment and management of a hydrogen-to-power plant for solar energy generation, hydrogen production, storage and refueling.</i></p> <p>(ii) <i>That no residential accommodation be allowed; except overnight accommodation and ablution facilities for shift workers / security guards of the venture.</i></p> <p>(iii) <i>That the property may not be alienated (including a change in shareholding / members) unless a completion certificate is issued in respect of the structural</i></p>	<p>CO: P GM: EPS <i>Acting GM: CS&HC</i></p>			

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(e.g. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
<p>improvements, referred to in (i) (xii) below.</p> <p>(iv) That the property or any portion thereof may not be subdivided and or alienated without being offered to Council at the purchase price such was obtained from Council.</p> <p>(h) That, depending on whether HDF Energy Namibia elects to:</p> <p>(i) <u>purchase</u> the entire portion of land at a purchase price of N\$40 000.00/ha amounting to N\$16 000 000.00 (15% VAT excluded);</p> <p style="text-align: center;">OR</p> <p>(ii) <u>purchases</u> only the portion of land on which permanent structures will be constructed and <u>leases</u> the portion of land on which non-permanent structures will be installed at a tariff of N\$250.00/ha per month for a 30 year period (15% VAT excluded);</p> <p>the respective conditions below apply.</p> <p>(i) That the <u>sale transaction</u> be subject to Council's standard conditions of sale by private treaty:</p> <p>(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.</p> <p>(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.</p> <p>(iii) That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the transfer of the erf.</p> <p>(iv) That all costs related to the transaction be for the account of the purchaser.</p> <p>(v) That Council applies for approval from the Ministry of Urban and Rural Development in terms of section 30 (1) (t) to proceed with the transaction as the portion of land is undivided townlands.</p> <p>(vi) That the transaction be concluded within 120 days from a diagram being approved by the Surveyor General indicating the property description.</p> <p>(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 <u>date of last party signing the agreement</u>.</p> <p>(aa) Failure to secure the purchase price within the required period will result in cancellation without the need to place the purchaser on terms.</p> <p>(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 or 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.</p> <p>(viii) That the purchaser accepts that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Property</p>				

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<p><i>Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.</i></p> <p>(ix) <i>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 layout 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.</i></p> <p>(x) <i>That no development or construction be permitted to commence unless approved by the GM: Engineering and Planning Services, subject to approved plans.</i></p> <p>(xi) <i>That the portion of land be properly fenced in, to the satisfaction of the GM: Engineering & Planning Services.</i></p> <p>(xii) <i>That the purchaser constructs structural improvements worth at least equal to the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property.</i></p> <p>(xiii) <i>That the said improvements be completed within 24 months (2 years) from date of transfer.</i></p> <p>(xvi) <i>The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof by the purchaser.</i></p> <p>(xiv) <i>That the purchaser indemnifies Council against any claims for damages in respect of the use of the site and or resulting from blasting, should blasting need to be done.</i></p> <p>(xv) <i>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.</i></p> <p>(xvi) <i>That HDF Energy Namibia provides / installs all required services at their cost to the satisfaction of the General Manager: Engineering & Planning Services and Council be indemnified of any possible claims.</i></p> <p>(xvii) <i>That HDF Energy Namibia be required to commence substantive commercial activities within 24 months from date of registration of transfer, failing which the agreement be cancelled and the property returned to Council.</i></p> <p>(j) That the following additional conditions be applicable:</p> <p>(i) <i>That a right of way servitude be registered over Council's property to allow access to the portion of land.</i></p> <p>(ii) <i>That the following statutory processes be finalized by the developer within 24 months after approval being obtained by Council in terms of (vii) below:</i></p> <p>(1) <i>Subdivision of the portion of land.</i></p> <p>(2) <i>Rezoning of the newly created erf to special use for use of a hydrogen-to-power plant for solar energy generation, hydrogen production, storage and refueling (point (f) above).</i></p>				

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<p>(3) <i>That an environmental clearance certificate be obtained in terms of the Environmental Management Act of 2007.</i></p> <p>(k) That should HDF Energy Namibia opt to <u>lease</u> the portion of land on which the non-permanent structures will be installed (point (h) (ii) above), the following conditions be applicable:</p> <p>(i) <i>That the lease period be 30 years with an option to renew on such conditions as Council and HDF Energy Namibia agree to by negotiation.</i></p> <p>(ii) <i>That the lease be notarially executed.</i></p> <p>(iii) <i>That approval be applied for from the Ministry of Urban and Rural Development as required in terms of the Local Authorities Act to proceed with the intended lease of a portion of the portion of land measuring 400ha.</i></p> <p>(iv) <i>That the lease period commences 1 month after notice was given to HDF Energy that the Ministry of Urban and Rural Development approved the sale and lease and the necessary EIA is approved.</i></p> <p>(v) <i>That all required services be installed to the satisfaction of the General Manager: Engineering & Planning Services and at the cost of HDF Energy Namibia.</i></p> <p>(vi) <i>That the following conditions be applicable:</i></p> <p>(aa) <i>That a refundable deposit, equal to one month's rent be paid and be adjusted annually.</i></p> <p>(bb) <i>That a rehabilitation deposit of N\$100 000.00 be paid for the rehabilitation of the area, if required.</i></p> <p>(cc) <i>That, if applicable, HDF Energy Namibia be required to pay a refundable electricity deposit equal to the monthly rental which shall be applied and used only if an outstanding account remains with Erongo RED upon termination of the lease.</i></p> <p>(dd) <i>That, upon termination of the lease, the remainder of (cc) be refunded to the lessee on presentation of proof to the General Manager: Finance that the electricity account from Erongo RED in the name of the lessee has been paid in full.</i></p> <p>(ee) <i>That, if required, Council gives consent to HDF Energy Namibia in terms of the Town Planning Amendment Scheme to engage in the business of a hydrogen-to-power plant for solar energy generation, hydrogen production, storage and refueling.</i></p> <p>(ff) <i>That either party can give 12 calendar months' written notice of the cancellation of the agreement.</i></p> <p>(gg) <i>That Council's standard conditions of lease be made applicable to the agreement.</i></p> <p>(hh) <i>That no permanent structures be constructed on the lease portion of land (excluding the area for the hydrogen production and storage module during the interim lease period).</i></p>				

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
<p>(ii) <i>That the following special conditions be applicable:</i></p> <ol style="list-style-type: none"> 1. <i>That the lessee shall be responsible for the cleanliness and tidiness of the property.</i> 2. <i>That there is no guarantee that the property is suitable for the lessee's purposes.</i> 3. <i>That written permission be obtained, should the lessee wish to erect any sign or advertising material outside the property.</i> 4. <i>That no subletting be allowed.</i> 5. <i>The Council be indemnified against any claims for damages(s) in respect of the use of the site.</i> 6. <i>That the area be properly fenced in, to the satisfaction of the GM: Engineering & Planning Services.</i> 7. <i>That no person is allowed to overnight or to reside on the premises, except for bona fide security services.</i> <p>(vii) <i>That an environmental clearance certificate be obtained in terms of the Environmental Management Act of 2007.</i></p> <p>(viii) <i>That HDF Energy Namibia must take possession and commence with the approved activity within 1 year of the approval of the lease by the Ministry of Urban and Rural Development; or the completion of the installation of services, whichever is the earliest.</i></p> <p>(ix) <i>That HDF Energy Namibia be required to commence substantive commercial activities within 24 months, failing which the agreement be cancelled.</i></p> <p>(l) That the Structure Plan be updated to reflect the area of land allocated for the use as a hydrogen plant.</p> <p>(m) That Council approves the water pipeline route as per Annexure "F", on file.</p>				
11.1.8 URBAN AGRICULTURE PROJECT - BENEFICIARIES LEASE AGREEMENT EXTENSION // (C/M 2022/04/28 - 17/5/3)				
<p>(a) That Council takes note of the request to extend the lease agreement for the 25 beneficiaries at the Urban Agriculture Project.</p> <p>(b) That the Lease Agreement for the beneficiaries be extended from 1 (one) to 4 (four) years.</p> <p>(c) That the beneficiaries be permitted to register the project as a business entity.</p>	<p>GM: HSSWM GM: EDS</p>			

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
(d) That the General Manager: Economic Development Services be requested to assist the project beneficiaries with the registration of the Project Co-operative and to determines the minimum rental fees and payment method for the Project.				
11.1.9 FEEDBACK ON THE MEETING WITH BUILD TOGETHER COMMITTEE MEMBERS // (C/M 2022/04/28 14/2/1/1) -				
(a) That Council takes note of the minutes (Annexure "A", on file) of the Build Together Committee Meeting that was held on 01 February 2022. (b) That it is noted that all 79 beneficiaries were informed of the Council resolution passed on 28 October 2021. (c) That the Build Together Committee submit the names of the beneficiaries who intends to build the houses themselves and the plans/designs.	CO: H <i>Acting GM: CS&HC</i>			
11.1.10 APPLICATIONS FOR EVENTS IN SWAKOPMUND // (C/M 2022/04/28 - 14/1/3/1)				
(a) That Council approves the establishment of an Event Coordination Committee which will meet monthly or as required to consider event applications that are submitted to be staged in the municipal area. (b) That the following personnel serve on the committee: <ul style="list-style-type: none">• <i>Manager: Economic Development Services - Chairperson</i>• <i>General Manager: Economic Development Services</i>• <i>Manager: Emergency and Law Enforcement</i>• <i>Executive Assistant</i>• <i>Local Economic Development Officer</i>• <i>Sport and Recreation Officer</i>• <i>Corporate Officer: Marketing and Communication</i> (c) That Council delegates authority to the Chief Executive Officer to approve application of events as per the recommendation of the event committee. (d) That Council approves the event application form (as per Annexure "A", on file) for all events taking place on <i>Public Open Spaces</i> and or <i>Local Authority</i> property. (e) That Council condones the following events that already took place: <ul style="list-style-type: none">(i) <i>Open Air Market organised by Strand Hotel which took place on 19th March & 16 April 2022 on the walkway of the mole in front of the hotel complex</i>(ii) <i>Drive in Cinema evening organised by Strand Hotel at the parking site (1200 m²) on 15 April 2022</i>(iii) <i>Small Gathering of Bikers by Olga Nesteren at Thomas Hamunyela Amphitheatre on 25th March 2022.</i>(iv) <i>Africa Triathlon Cup to be held on 23 April 2022 at Mole beach area.</i> (f) That Council approves the following event applications received provided that they comply to all requirements as per application form in (d) above:	GM: EDS CO: MC CEO <i>Acting GM: CS&HC</i>	<i>Noted by the CEO's office and representation of the Executive Assistant on the Events Committee.</i>		

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(e.g. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
<p>(i) Monthly Open-Air Markets organised by Strand Hotel as scheduled for 23 April, 27 May, 17 August & 01 October 2022 at the walkway in front of the Hotel complex.</p> <p>(ii) Cooking Competition (Poitjie) organised by Ompambushi Investment cc to be held on 29 - 30th April 2022 at the Vineta Central Recreation area</p> <p>(iii) Nedbank Food Festival organised by Dalene Stephanus to be held on 15 - 17 December 2022 at Amphitheatre area.</p> <p>(g) That the following applications be approved in principle subject to the applicants providing required information as outlined in the application form:</p> <p>(i) Mondesa Mini Expo organised by Johanna Mumbala scheduled to be held on 30 June - 03 July 2022 at the Mondesa Multipurpose Open Space</p> <p>(ii) Kuska hosted by Swakopmund Karnevalsverein to be held on 17th - 25 June 2022</p> <p>(iii) FNB Sandman Triathlon organised by OTB to be held on 04 December at mole beach area</p> <p>(iv) Skating Rink organised by Connect People to People (CPTP) to be held on 10 December 2022 - 10 January 2023 at the Tennis Court Parking site</p> <p>(v) Carnival of Flames organised by Zelda Lourens to be held on 30 December 2022 at Vineta North Stadium.</p> <p>(vi) SME Expo organised by BJ Investment cc at Mondesa Sport Stadium on 28th April - 01 May 2022</p> <p>(h) That the following applications not be approved:</p> <p>(i) Daddy's day organised by Olivia Anthea, no date specified for the event neither the venue.</p> <p>(ii) Drag Racing Event organised by Streethouse entertainment proposed to be held as part of Swakopmund birthday celebration</p> <p>(i) That Council approves Tennis Court Parking site, Arnold Shad Promenade and Thomas Hamunyela Amphitheatre to be utilized for events such as skating rink, markets, festivals, beauty pageant/ promotions etc.</p>				
11.1.11 REQUEST TO FORM PARTNERSHIP WITH AFRICA ECONOMIC LEADERSHIP COUNCIL AND EXHIBIT AT DISCOVER NAMIBIA INTRA				
AFRICA EXPO / SUMMIT IN 23 TO 25 MAY 2022 HOSTED BY AELC // (C/M 2022/04/28 - 3/15/1/6/1,5/1/1,99/4/3)				
<p>(a) That Council takes note of the request by Messrs African Economic Leadership Council.</p> <p>(b) That Council purchases a stall of N\$10 000.00.</p>	<p>GM: EDS CO: MC <i>Acting GM: CS&HC</i></p>			
11.1.12 REZONING OF ERF 4890 SWAKOPMUND EXTENSION 10 FROM "GENERAL INDUSTRIAL" TO "GENERAL BUSINESS" // (C/M 2022/04/28 - E 4890)				
<p>(e) That the rezoning of Erf 4890, Swakopmund from "General Industrial" to "General Business" with a bulk of 1.0 be approved.</p> <p>(f) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve, shall be tolerated.</p>	<p>GM: EPS</p>	<p>Letter will be issued upon confirmation of minutes.</p>		
11.1.13 REZONING OF ERF 9149 SWAKOPMUND EXTENSION 34 FROM "SINGLE RESIDENTIAL" WITH A DENSITY OF 1: 300M² TO "GENERAL				
RESIDENTIAL" 1 WITH A DENSITY OF 1:250M² // (C/M 2022/04/28 - M 9149)				
<p>(a) That Erf rezoning of Erf 9149, Swakopmund, Extension 34 from "Single Residential" with a density of</p>	<p>GM: EPS</p>	<p>Letter will be issued upon confirmation of minutes.</p>		

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED												
<p>1:300m² to "General Residential 1" with a density of 1:250m² be approved.</p> <p>(b) That the rezoning of Erf 9149, Swakopmund, Extension 34 from "Single Residential" with a density of 1:300m² to "General Residential" with a density of 1:250m² be subject to a betterment fee calculated according to the Betterment Fee Policy of 2009 and be paid by the applicant before any approval of building plans by the Engineering and Planning Services Department can be considered.</p> <p>(c) That all the parking be provided on-site in line with the Swakopmund Town Planning Scheme.</p>																
11.1.14 USER RIGHTS MANAGEMENT POLICY // (C/M 2022/04/28 - 1/1/2/9)																
That this item be referred back and that any reference to Business Connexion and software names be removed and be replaced with generic "service provider" and where possible software / program.	GM: F															
11.1.15 WRITING OFF OF REDUNDANT ITEMS AT CORPORATE SERVICES // (C/M 2022/04/28 - 16/2/6/1)																
<p>(a) That Council approves the writing off of the below items for auction:</p> <table border="1" data-bbox="225 976 724 1200"> <thead> <tr> <th>Qty</th> <th>Description</th> <th>Serial Number</th> <th>Comment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Sony Handy Cam (Video Camera) (Model # DCR-PJ5E) With Sony Handy Cam Charger and Adapter and Camera bag</td> <td>1742034</td> <td>The camera is working but the picture quality is very bad. The video recording does not work without it being on charger</td> </tr> <tr> <td>1</td> <td>Nikon Battery Charger</td> <td>1709065 594P</td> <td>Battery charger is faulty.</td> </tr> </tbody> </table> <p>(d) That the Chief Executive Officer and the Chairperson of the Management Committee determine the upset prices for the above-mentioned redundant items.</p>	Qty	Description	Serial Number	Comment	1	Sony Handy Cam (Video Camera) (Model # DCR-PJ5E) With Sony Handy Cam Charger and Adapter and Camera bag	1742034	The camera is working but the picture quality is very bad. The video recording does not work without it being on charger	1	Nikon Battery Charger	1709065 594P	Battery charger is faulty.	<p>CO: A CO: MC CEO</p> <p><i>Acting GM: CS&HC</i></p>	CEO Noted. Finance department to set a date for the upset prices to be determined and invite both for the particular date.		
Qty	Description	Serial Number	Comment													
1	Sony Handy Cam (Video Camera) (Model # DCR-PJ5E) With Sony Handy Cam Charger and Adapter and Camera bag	1742034	The camera is working but the picture quality is very bad. The video recording does not work without it being on charger													
1	Nikon Battery Charger	1709065 594P	Battery charger is faulty.													
11.1.16 OBJECTION RECEIVED: EXCHANGE OF ERF 9806, EXTENSION 39, SWAKOPMUND WITH ERF 9793, EXTENSION 39, SWAKOPMUND// (C/M 2022/04/28 - E 9806, E 9793, E)																
<p>(a) That Council takes note of the request by Jan Olivier & Co Legal Practitioners (on behalf of their client Andrico Investments Number Thirteen CC) dated 14 March 2022 which was received as an objection against the exchange of erven published under Notice 13/2022.</p> <p>(b) That Council puts the exchange transaction on hold until the Minister of Urban & Rural Development has made a decision regarding the objection against the consent use as service station on Erf 9794 for which the exchange transaction is required for additional parking.</p>	CO: P GM: CS&HC															
11.1.17 LAYOUT DESIGN COLLABORATION WITH NAMIBIA UNIVERSITY OF SCIENCE AND TECHNOLOGY (NUST): FOUR (4) ULTRA-LOW AND LOW-INCOME TOWNSHIP ESTABLISHMENTS // (C/M 2022/04/28 - 16/1/4/1/7)																
(a) That Council offers accommodation to the NUST group members (12-15) involved in the planning and establishment of ultra-low and low-income townships, for the duration of	GM: EPS															

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
(b) the project, i.e. three days at a total cost of N\$7 650.00. That the cost of accommodation be defrayed from the ADHOC Planning and Cadastral Vote: 500031014300, where an amount of N\$1 370 284.11 is available.				
11.1.18 RENOVATIONS TO BUILDING LEASED BY THE NATIONAL SEA RESCUE INSTITUTE // (C/M 2022/04/28 - 16/2/10/7/1)				
<p>(a) That Council takes note of the current condition of the building that houses the National Sea Rescue Institute.</p> <p>(b) The Council approves the Renovation Option 2, i.e.:</p> <ul style="list-style-type: none"> (i) <i>Appoint a specialist waste removal company that will have to isolate the building from the environment and decontaminate the facility prior to any work continuing.</i> (ii) <i>Complete demolition of the facility with some timber roof trusses that could be reused / repurposed.</i> (iii) <i>Two 12m containers are purchased by the Municipality of Swakopmund and placed on site to temporarily house the NSRI. Once the project is complete the containers are returned to the Council for alternative use or sale.</i> (iv) <i>A lease agreement is already in place.</i> (v) <i>On the lease area, the NSRI be allowed to construct their own customized facility with potential fund requests from the Council to assist and/or donations from private entities.</i> <p>(c) That Council avails N\$320 000.00 and that a new Vote be created by the Finance Department for the asbestos decontamination process, demolitions of the building and placement of temporary containers to house the National Sea Rescue Institute.</p> <p>(d) That the containers be returned to Council upon completion of the new facilities and alternative use found or auctioned.</p> <p>(e) That a site be identified for the new structure; the National Sea Rescue Institute should attend to all approvals required for the construction of a structure situated on Council land zoned "Beach Area" and approval be obtained from National Heritage Council.</p> <p>(f) That the implementation plan be submitted to the Management Committee.</p>	<p>GM: EPS GM: F</p>			
11.1.19 SWAKOPMUND MUNICIPAL AERODROME - FEEDBACK ON PROGRESS AND PROPOSED DEVELOPMENT PLAN // (C/M 2022/04/28 - 18/1/1/1)				
<p>(a) That Council takes note of the progress made towards the licensing and development of the Aerodrome.</p> <p>(b) That Council approves that the Aerodrome be licenced under Category C of the Namibia Civil Aviation Act and amended Regulations.</p> <p>(c) That Council approves the development plan for the Aerodrome, such as the appointment of a specialist</p>	<p>GM: EPS CO: P Acting GM: CS&HC</p>			

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(e.g. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
<p>or a group of professionals under the provisions of the Public Procurement Act and that the following parameters for the development of the Aerodrome are adopted:</p> <ul style="list-style-type: none"> • Continue and complete the Aerodrome licensing application for Category C. • Upgrade the Aerodrome to Category C and market the Aerodrome for higher revenue. • To have a new terminal building, Runway and Control Tower constructed at the southern side of the Aerodrome erf. • The relocation of the Jet A fuel facilities to the southern side of the erf to provide fuelling for jets / turbo-props and to remove the hazard created by the current Jet A fuel tank close to the current terminal. • Apply for a new access from the B2 road from Roads Authority to serve the vehicle movement directly to the new terminal. • Repurpose the existing terminal into a business opportunity e.g., offices or cafeteria/restaurant • Keep the Hangers and create sectional title units • Allow the northern part of the Aerodrome erf to be used for recreational activities such as skydivers, training, light sport aircraft etc. • Compilation of Aerodrome Operations Manual • Appoint a specialist in Land Surveying for Part 2 and 3 of the Manual. • Restructure and create positions and sections for the general flow of licensed Aerodrome for international use according to NCAA operating procedures as in PART 1, 4 and 5. • Present a cost breakdown with an implementation plan on the planned changes and appropriate equipment that needs to be used once the Aerodrome becomes licensed. <p>(d) That once the procurement and planning process has been completed, the cost breakdown and implementation plan which will be developed by the appointed party, be submitted to the Management Committee for further discussion and guidance.</p>				
11.1.20 CHANGE OF VOTE: 750031007800: CONSTRUCTION OF LIFTING STATION FOR INDUSTRIAL AREA TO UPGRADING OF THE SEWER NETWORK // (C/M 2022/04/28 - 16/2/4/3)				
<p>That the General Manager: Finance be granted permission to change Vote: 750031007800: Construction of Lifting Station for Industrial Area to <i>Upgrading of the Sewer Network.</i></p>	<p style="text-align: center;">GM: EPS GM: F</p>			
11.1.21 REQUEST FOR MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SWAKOPMUND MUNICIPALITY AND THE RUNDU TOWN COUNCIL // (C/M 2022/04/28 - 5/2/4/5)				
<p>(c) That the proposed twinning with the Rundu Town Council in the following focal key areas be approved:</p> <ul style="list-style-type: none"> • Water and Sanitation • HR Management, Staff Development & Administration • Local Economic Development and Tourism Promotion • Infrastructure Development and Land Delivery • Public Transport, Law Enforcement and Fleet Management • Town Planning and Urban Development • Environmental Health and Waste Management • Council Support Initiative (Leadership) <p>(d) That the Rundu Town Council provides Council with a draft Memorandum of Understanding and schedule for the twinning programme for Council's consideration and review.</p>	<p style="text-align: center;">CO: MC CEO GM: EPS GM: EDS GM: HSSWM Acting GM: CS&HC</p>			
11.1.22 UPDATED LISTS OF THE 3X HOUSING GROUPS // (C/M 2022/04/28 - 14/2/1/1)				
<p>(a) That it be noted that the 3 groups have not complied with the conditions</p>	<p style="text-align: center;">CO: H Acting GM: CS&HC</p>			

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
<p>provided for in terms of the resolution of 29 July 2021.</p> <p>(b) That the new names added to the list be rejected.</p> <p>(c) That Council allocates the 575 erven in Portion 182 and 183 to the members of the three Housing Groups.</p> <p>(d) That only the members of the housing group who are registered on the Master Waiting List be approved.</p> <p>(e) That Council endorses the latest updated and verified lists of the three housing groups.</p> <p>(f) That the groups be given three months from date of the Council resolution to submit copies of the constitution and proof that they joined the Namibia Housing Action Group (NHAG), failing which the group will no longer be considered.</p> <p>(g) That Messrs Build Together Housing Group is requested to change the name of the group in order to be distinguished from the Decentralized Build Together Programme.</p> <p>(h) That the group members who have been identified as owning property or form part of the next 48 social houses to be built or have been allocated houses in <i>Wagdaar</i> or part of the 150 Build Together beneficiaries be removed from the lists of the three housing groups.</p> <p>(l) That the Build Together and Harambe Housing group be informed that a savings group may not exceed 120 members.</p>				
11.1.23 REQUEST FOR TRANSFER OF FUNDS FOR THE PROCUREMENT OF A VEHICLES 16/2/6/2/2, 3/1/1/1/1)		// (C/M 2022/04/28 -		
That the General Manager: Finance be granted permission to transfer the amount of N\$950 000.00 from Vote: 750031007400 [Small Multi-Task Loader / Back Actor] to a new vote to procure LDV vehicles for the Engineering and Planning Services Department and that the vote be included on the Capital Budget 2022 / 2023 as a continuation project.	GM: EPS GM: F			
11.1.24 REQUEST FOR ADDITIONAL FUNDS FOR THE INTEGRATED INFRASTRUCTURE MASTER PLAN - 2/1/2/1)		// (C/M 2022/04/28 -		
That the General Manager: Finance be granted permission to transfer an amount of N\$794 025.00 from the savings on the Capital Budget for the 2021/2022 financial year to Vote: 500031012800 [Consultancy Services for Integrated Infrastructure Master Plan] and that the vote be included in the Capital Budget 2022/2023 as a continuation project.	GM: EPS GM: F			
11.1.25 EXPRESSION OF INTEREST WITH SPECIFIC REFERENCE TO HANGAR 70 & 71 AT SWAKOPMUND AIRPORT // (C/M 2022/04/28 - Hangar 70 & 71)		-		
(a) That Hangar 70 and 71 at the airport be leased to Mr Jacobus Martinson subject to Council's standard lease	CO: P Acting GM: CS&HC			

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN <i>(e.g. Letter written, date, Submitted for legal review – date)</i>	COMMENTS <i>(eg. Await feedback, partially implemented)</i>	FULLY IMPLEMENTED
<p>conditions contained in the lease agreement.</p> <p>(b) That the rental tariffs be for the 2021 / 2022 Financial Year: commercial use (N\$6.08/m²) and private use (N\$4.75/m²).</p>				
11.1.26LEASE OF HANGAR NO 29 AT SWAKOPMUND AIRFIELD // (C/M 2022/04/28 - Hangar 29)				
<p>(a) That Hangar 29 at the airport be <u>leased</u> to Mr Andre Voster subject to Council's standard lease conditions contained in the lease agreement.</p> <p>(b) That the rental tariffs be for the 2021 / 2022 Financial Year: commercial use (N\$6.08/m²) and private use (N\$4.75/m²).</p>	<p>CO: P <i>Acting GM: CS&HC</i></p>			

11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**
- 11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 14 AND 20 JUNE 2022**
- 11.1.1 **KUCKI'S PUB: RENEWAL OF LEASE AGREEMENT FOR PAVEMENT AREA**
(C/M 2022/06/30 - E 267)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 7.2 page 20 refers.

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

1. Introduction

The purpose of this submission is for Council to consider the renewal of the lease agreement entered into by and between Council and Masadi Trading Five Three Eight CC t/a Kucki's Pub to lease the pavement area adjoining Erf 267, Swakopmund for open-air seating for a further 5 year period.

The lessee has been providing outside seating on the pavement area, measuring 18m², adjoining Erf 267, Swakopmund for the past 10 years. The current lease agreement with Kucki's Pub will lapse on **31 May 2022**. The lessee was served with a notice dated **07 April 2022** attached as **Annexure "A"** requesting them to confirm whether they intend to renew the lease agreement for a further period.

An e-mail was received on **08 May 2022** from Ms Marita Conradie of Kucki's Pub attached as **Annexure "B"** confirming that they wish to renew the lease agreement with Council for the pavement area adjacent to their restaurant for a further period of 5 years. Attached as **Annexure "C"** is a map indicating the location of the pavement area.

2. Brief Background

A lease agreement was entered into by and between the Swakopmund Municipality and Masadi Trading Five Three Eight CC t/a Kucki's Pub for the lease of a pavement area measuring 18m² adjoining Erf 267 Swakopmund to provide for open air seating.

During 2011 the lessee contributed to the raising, levelling and paving of the pavement area to provide for the safe access to the restaurant. On **31 May 2017**, under item 11.1.6 Council renewed the lease agreement and passed the following resolution:

- (a) *That Council approves the renewal of the lease agreement with Messrs Masadi Trading Five Three Eight CC t/a Kucki's Pub to lease the pavement area adjoining Erf 267 to provide for open-air seating.*

- (b) *That the lease be for a period of five years at a rental amount of N\$37.26/m² x 18m² = N\$670.68 + (15% VAT) N\$100.60 = N\$771.28 with an annual escalation of 10% as from 1 July 2018.*
- (c) *That the lease be subject to the standard conditions and to the following:*
- (i) *That the proposed lease be advertised in terms of the Local Authority Act, (Act 23 of 1992), as amended, section 63 (2) (b).*
 - (ii) *That all costs involved be for the account of the lessee.*
 - (iii) *Should the lessee cease operating the area be reinstated to the satisfaction of the Engineering Services Department at their cost.*
 - (iv) *The lessee shall indemnify and keep Council indemnified during the full period of the agreement against possible claims, which may arise from the use of the pavement by the lessee.*
 - (v) *That a deposit equal to one (1) month lease be paid in advance by the lessee*
 - (vi) *That a notice of termination period of three (3) months for both parties be applicable.*
 - (vii) *That the lessee may not operate later than 22:00.*

Subsequent to the above resolution, a lease agreement was entered into for a period of 5 years commencing **01 June 2017** until **31 May 2022**. In terms of the conditions of lease, the lessee may not operate later than 22:00. During the lease period no objections or complaints were received regarding the operation of the restaurant and leasing the pavement area.

Finance confirmed that the current monthly rental fee is N\$718.38 excluding VAT and the fee is expected to increase with 7% from 01 July 2022. Therefore, the total monthly rental including the 15%VAT will be thus N\$39.91/m² x 18m² = N\$718.38 + (15% VAT) N\$107.76 = N\$826.14

3. **Proposal**

Ms Marita Conradie on behalf of Masadi Trading Five Three Eight CC t/a Kucki's Pub applies for the renewal of the lease for a further lease period of 5 years as the current lease agreement will expire on **31 May 2022**.

It is proposed that the lease period for the pavement area be renewed for a further five years at the monthly rental of N\$39.91/m² plus 15%VAT, subject to the same conditions as contained in the current lease agreement.

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

RECOMMENDED:

- (a) That Council approves the renewal of the lease agreement with Masadi Trading Five Three Eight CC t/a Kucki's Pub to lease the pavement area adjoining Erf 267 to provide for open air seating.**
 - (b) That the lease be for a period of five years at a rental amount of $\text{N\$}39.91/\text{m}^2 \times 18\text{m}^2 = \text{N\$}718.38 + (15\% \text{ VAT}) \text{N\$}107.76 = \text{N\$}826.14$ with an annual escalation of 7% across the board for all lessees on Council properties starting from 1 July 2023.**
 - (c) That the lease be subject to the standard conditions and the following:**
 - (i) That a deposit equal to 1 months lease which was previously paid be adjusted in order to equal the current monthly rental amount.*
 - (ii) That a notice of three (3) months be applicable.*
 - (iii) That the demarcated area be barricaded by way of a non-permanent fixture, such as a rope.*
 - (iv) That the lessee does not operate later than 22:00.*
 - (d) That the proposed lease be advertised in terms of the Local Authority Act, (Act 23 of 1992), as amended.**
 - (e) That subsequent to the advertisement of the transaction, approval be required from the Honourable Minister of Urban and Rural Development in terms of section 63 read together with section 30 (1) (t) for Council to proceed with the renewal of lease agreement for the pavement area adjoining Erf 267 to provide for open air seating.**
 - (f) That all costs involved be for the applicant's account.**
 - (g) That should the lessee cease operating, they must reinstate the area to its original condition at their own cost.**
 - (h) That the applicant shall indemnify and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of a portion of the pavement concerned by the lessee.**
-

**ANNEXURE "A"****MUNICIPALITY OF SWAKOPMUND**

Ref No: E 267

Enquiries: Ms M Sheehama

(064) 4104215
088 614 514
53 Swakopmund
NAMIBIA
www.swkmun.com.na
fnamukwambi@swkmun.com.na

07 April 2022

Masadi Trading Five Three Eight CC
t/a Kucki's Pub
P O Box 8370
SWAKOPMUND

Attention: Ms Conradie

Dear Madam

**NOTICE TO RENEW LEASE AGREEMENT FOR PAVEMENT SEATING:
MASADI TRADING FIVE THREE EIGHT CC T/A KUCKI'S PUB**

As per the letter dated 22 September 2017, the current lease agreement lapses on 21 May 2022.

Please confirm in writing on or before Friday, 29 April 2022 if you intend to renew the lease agreement for a further 5 years period.

For any enquiries, please do not hesitate to contact Ms M Sheehama at ☎ 064-4104213.

Yours faithfully,

A Platjie
GM: Corporate Services & HR (Acting)

/nfn

ANNEXURE "B"

Margaret Sheehama

From: Fredrik Namukwambi
Sent: Monday, 09 May 2022 07:37
To: Marita Conradie
Cc: Margaret Sheehama
Subject: RE: REF. E 267 Renewal of pavement lease: Masadi Trading 538cc t/a Kücki's Pub

Fredrik Namukwambi | Property Clerk | Corporate Services & Human Capital | 4614

From: Marita Conradie [mailto:marita7965@gmail.com]
Sent: 08 May 2022 06:04 PM
To: Fredrik Namukwambi
Subject: REF. E 267 Renewal of pavement lease: Masadi Trading 538cc t/a Kücki's Pub

Dear A Laatjie

I refer to your attached letter of 7 April with reference E 267.

I would like to renew the lease agreement for the pavement seating in front of the restaurant for another 5 years.

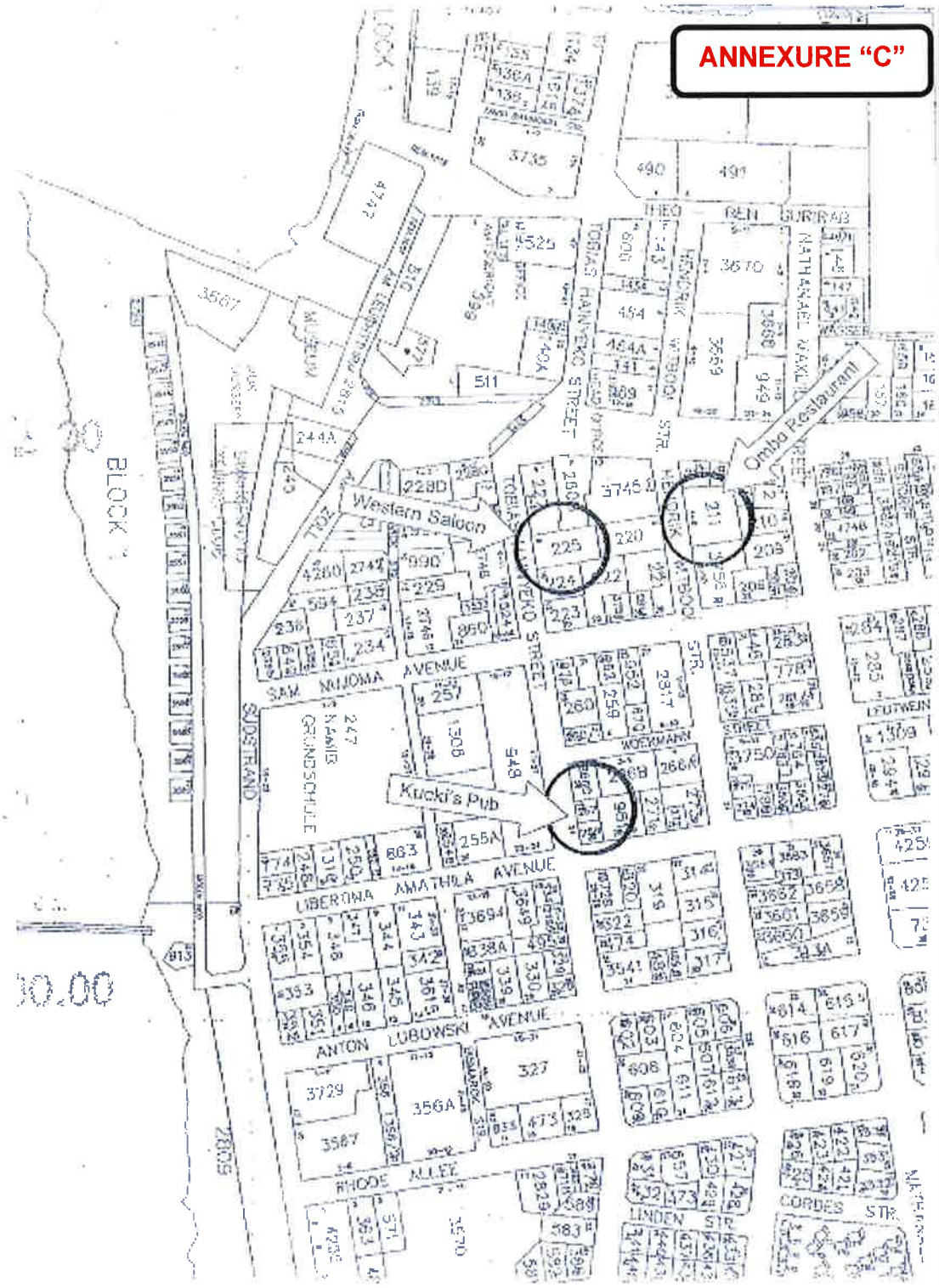
Yours faithfully

Marita Conradie
Owner
Kücki's Pub, Swakopmund, Namibia



Cell: +264 81 163 9687
Kücki's tel: +264 64 402 407
E-mail: marita7965@gmail.com or kp@africaonline.com.na

ANNEXURE "C"



ANNEXURE "D"

Margaret Sheehama

From: Ivonne Milinga
Sent: Friday, 20 May 2022 15:53
To: Margaret Sheehama
Cc: Gaudensia Mukena; Hellao Naruseb; Andre Plaatjie
Subject: RE: LEASE TARIFF FOR THE PAVEMENT AREA ADJOINING ERF 267, SWAKOPMUN BY MASADI TRADING 538
Attachments: 20220420_1_22026704133.pdf

Dear Margaret

The current monthly rental fee is N\$ 718.38 excluding VAT and subject to annual increases, effective 01 July 2022 as determined by Council.

Attached please find the latest statement for ease of reference.

Regards.

Ivonne Milinga | Accountant: Admin & Property | Finance | 4318

From: Margaret Sheehama <msheehama@swkmun.com.na>
Sent: Wednesday, 18 May 2022 03:07 PM
To: Ivonne Milinga <imilinga@swkmun.com.na>
Cc: Gaudensia Mukena <gmukena@swkmun.com.na>; Hellao Naruseb <hnaruseb@swkmun.com.na>; Andre Plaatjie <aplaatjie@swkmun.com.na>
Subject: FW: LEASE TARIFF FOR THE PAVEMENT AREA ADJOINING ERF 267, SWAKOPMUN BY MASADI TRADING 538

Dear Ms Ivonne

This serves as reminder and follow up on our memo attached and my e-mail of 15 May 2022. We are still waiting from you to provide the monthly rental.

Please take note that a submission to be tabled to MC is currently in internal circulation without the required information.

Regards

Margaret

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

From: Margaret Sheehama
Sent: Sunday, 15 May 2022 04:15 PM
To: Ivonne Milinga <imilinga@swkmun.com.na>; Gaudensia Mukena <gmukena@swkmun.com.na>
Cc: Hellao Naruseb <hnaruseb@swkmun.com.na>; Stephny Bruwer <sbruwer@swkmun.com.na>; Andre Plaatjie <aplaatjie@swkmun.com.na>; Fredrik Namukwambi <fnamukwambi@swkmun.com.na>
Subject: LEASE TARIFF FOR THE PAVEMENT AREA ADJOINING ERF 267, SWAKOPMUN BY MASADI TRADING 538

Dear Ivonne / Ms Mukena

1

With reference to our memo attached dated 08 April 2022, kindly but urgent provide the monthly rental tariff for the pavement area adjoining Erf 267, Swakopmund taking the different annual percentages into consideration (10%, no increase due to covid-19 and subsequent 7%). The per m² tariff approved on 31 May 2017 was N\$ 37.26. The lessee confirmed that they intends to renew the lease period for another 5 years. To enable us to submit the applicant request to Council for consideration, please take note that the current lease agreement is expiring on 31 May 2022 thus your urgent attention to this matter is required.

Kind Regards

Margaret



Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

MASADI TRADING 538 CC P O BOX 8370 SWAKOPMUND 9000

TAX Invoice	
VAT No.	D687546-01-5
Statement Date	2022/04/20
Account Number	22026704133
Reference	20220421-5087
Deposit	1657.08

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
2383	2415	32.000	03-19	RELEASED WATER	15%	1.10	2341.35	2342.35
			04-11	CLOSURE RECEIPT	15%	1.20	2341.35	2342.35
			04-21	WA CONNECTION FEE	15%	45.46	431.00	501.34
			04-21	WA BUSINESS PAYMENT	15%	151.45	681.00	734.45
			04-21	WA MISC. MISCHEAN	15%	31.10	214.00	289.10
			04-21	WA ADDITIONAL MISCHEAN	15%	38.40	254.00	294.40
			04-21	WAIR LEASE OF EQUIPMENT	15%	127.14	128.34	324.14
			04-21	WA MISC. MISCHEAN	15%	4.48	49.10	53.58
			04-21	DISPOSAL FEE	15%	35.00	200.00	235.00
			04-21	WA CONNECTION FEE	15%	4.40	34.00	38.40
			04-21	WA MISC. MISCHEAN	15%	15.00	274.44	291.44
Meter Readings Dates								
Previous	Current							
2022/02/16	2022/03/16							
			Total			404.61	2694.24	3100.69

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	0.00	0.00	0.00	3100.69	3100.69

MESSAGE

PLEASE NOTE: THE ACCOUNTS ARE PAYABLE ON OR BEFORE 9 MAY 2022.

Property Information				Details of Property Assessment	
Stand No.	00000267	Ward	1	Valuation	
Township	001 020 SWAKOPMUND SOUTH			Land	Improvements
Street Address				Building Clause	
Parcel	00000			Valuation	Date
Area	403			Annual Levy	
Unit	001 020 000 00267 / 00000 0000000				

KNOWLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2022/04/09
MASADI TRADING 538	Account No.	22026704133
REMITTANCE ADVICE	Amount	3100.69

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519140
E-Mail for confirmation: payments@swkmun.com.na

11.1.2 **DELAYED TRANSFERS: SALE ERVEN 265, 281, 317 AND 318, EXTENSION 1, MATUTURA**
(C/M 2022/06/30 - Mat 265, Mat 281, Mat 317 & Mat 318)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 7.4 page 35 refers.

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

1. Introduction

The purpose of this submission is to:

- *inform Council of the delay of transfers by the purchasers of Erven 265, 281, 317 and 318, Matutura; and*
- *considers granting the purchasers an extension of time to finalize their payments at the conveyancer for the transfer and register their erven in the Deeds Office.*

2. Background

2.1 Conditions of Sale and Delay of Transfer

At the closed bid Sale of **05 March 2021**, 66 single residential erven in Extension 1, Matutura were sold to the public. In terms of conditions of sale purchasers were given 120 days to pay in cash or secure their purchase prices by **05 July 2021** of which all purchasers managed to meet the due date. Notwithstanding the above, 4 of the 66 transfers are not yet registered in the names of the purchasers as they are unable to settle their transfer cost with the conveyancer and clearance figures of their municipal services.

Below are the four purchasers with transfers fees outstanding at the conveyancers:

Erf	Purchasers	Purchase price N\$	Remarks
1 265	Jenny C Hoebes & Henry D Hoebeb	330 781.25	Paid a deposit of N\$ 96 235.25 in cash and balance is secured with a bank guarantee. Transfer and bond costs are paid. The outstanding municipal services is currently at N\$ 7 202.53.
2 281	Kamutuua H Shiimi	206 999.00 paid in full on 26 July 2021. Receipt 483933	Paid the transfer cost on 9 May 2022. Pending signed transfer document from the purchaser. The outstanding municipal services is currently at N\$ 1 583.10
3 317	Magdalena Muhinapeze	175 000.75 paid in full on 17 May 2021 and 05 July 2021	Paid the transfer costs. Only clearance payment of municipal services still outstanding. The outstanding municipal services of N\$ 6 083.10 were paid in full on 01 June 2022.
4 318	Agnes M Platt	186 0000 paid in full on 24 May 2021	Purchaser is currently unemployed and unable to pay the transfer costs and clearance amount currently at N\$ 6 083.10.

A progress report for each transaction from Kinghorn Associates is attached as **Annexure "A"**.

Clause 5 of the deed of sale stipulated as follows should transfer not take place within a reasonable period:

- 5.1 *Transfer of the ERF into the name of the PURCHASER shall be given and taken as soon as possible after the PURCHASER has fulfilled his obligations under this agreement and when requested to do so, but the SELLER is not compelled to, nor does the SELLER guarantee to give*

transfer immediately after the PURCHASER has fulfilled all his obligations hereunder, but shall only be obliged to give transfer thereof within a reasonable period.

5.2 *The intentional delay of the registration of the transfer of the PROPERTY by the PURCHASER shall result in a breach of contract.*

The number of days or months of “reasonable period” is not defined in the conditions of sale. Council is currently experiencing delays of transfer of some properties where purchasers paid the purchase price in cash but are unable to settle the transfer cost or municipal clearance figures.

2.2 Recent Relevant Council Decisions

Council passed the following resolution on **01 July 2021** under item 11.1.5 with reference to purchasers that do not perform by the due date:

(c) *That Council repeals point (d) of the resolution of 31 January 2019 and 25 April 2019 so that transactions are automatically cancelled if the purchaser does not perform in terms of the conditions of sale and the deed of sale.*

Erf 318, Mile 4 was sold to Ms Beata Nelenge on 19 October 2019 and transfer took place on 26 November 2021. Council passed the following resolution on **27 January 2022** under item 11.1.12 among others:

(a) *That Council takes note of the delayed transfer of ownership of Erf 318, Mile 4 to Ms Beata Nelenge as she struggled to settle the transfer costs at the conveyancer in order to proceed with transfer.*

(b)

(c) *That in future all transfers be concluded within 60 days after the purchase price is secured or paid in cash, failing which the transaction be cancelled and the purchase price less the deposit be refunded to the purchaser (where paid in cash).*

On **10 February 2022**, purchasers of Erven 265, 281, 317 and 318, Matutura were informed of the above decision with reference to point (d) and requested to ensure that their transfers are finalized within 21 days, i.e. by **03 March 2022**, copies of letters are attached as **Annexure “B”**. None of the erven were transferred on the said date. On **09 May 2022**, Council issued a cancellation letter to all purchasers as per attached **Annexure “C”**. Ms Shiimi of Erf 281, Matutura paid the transfer cost to the conveyancer and requested as per e-mail to allow her to proceed with the transfer of the erf (**Annexure “D”**).

Since the cancellation letters were issued to the purchasers in question, Administration was unable to withdraw the cancellation and reinstate the sale agreement without the approval of Council, thus a submission is tabled for consideration of all purchasers to be granted an extension of time for transfers to be finalised.

3. Current Situation

The purchasers of Erven 265, 281 317 and 318, Matutura complied with Council's conditions of sale by paying or securing the purchase prices for the erven before the due date. They furthermore made arrangements with the conveyancers to settle the transfer fees in instalments. They only require extensions of time to finalise the registration of transfer of ownership and to settle the due municipal clearance amounts.

The granting of extensions of time has no negative effect on Council's financial position, compared to that if Council cancels the transactions, refund the purchase prices paid and allocate to the next bidders at a lower bid amount. The four purchasers will also be subject to wasted costs, leaving them in a worse financial position than prior to the sale.

It is therefore proposed that Council grants them an extension of time of 2 months until Wednesday, **31 August 2022** to pay the outstanding transfer costs due at the conveyancer and finalize the registration of transfer of ownership in the deed's office; failing which their transactions will be automatically cancelled without a further notice.

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

- (a) That Council takes note of the delays of transfer of ownership for Erven 265, 281, 317 and 318, Matutura as the purchasers struggled to pay their transfer costs at the conveyancer and municipal clearance amounts in order to register transfer of ownership in the Deeds Office.**
 - (b) That Council grants the purchasers of Erven 265, 281, 317 and 318, Matutura an extension of time of 2 (two) months, i.e. until 31 August 2022 to finalize registration of transfer of ownership in the Deeds Office; failing which the allocation of erven to the purchasers be cancelled and the General Manager: Finance refunds the amounts paid to Council in respect of the purchase prices to the respective purchaser less any outstanding costs.**
-

10.	Clearance Pd (until: 31/03/2022)		Clearance payment still outstanding
11.	Interest Paid (until:)		Final interest to be calculated once transactions can be lodged
12.	Instructions to Windhoek offices:		Instructions ready for lodgment – awaiting only clearance payment, and payment of interest (amount to be calculated)
13.	Lodged:		
14.	Registered:		

Regards,

Nicolene Vermeulen
Personal Assistant to PJ BURGER
and Assisting CJ DE KONING

KINGHORN ASSOCIATES

LEGAL PRACTITIONERS, CONVEYANCERS
NOTARIES & ESTATE PRACTITIONERS

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www.kinghorn.com.na

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Municipality of Swakopmund

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Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

HOEBEB JC
P O BOX 3446
WALVIS BAY
9000

TAX Invoice

VAT No. 0687546-01-5
Statement Date 2022/04/20
Account Number 76026500015
Reference 20220421-26262
Deposit

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT Incl)
Previous	Present	Consumption						
			03/19	BALANCE B/FWD		0.00	6242.05	6242.05
			04/20	VA RATES GENERAL	NAS	0.00	94.64	94.64
			04/20	SE AVAILABILITY DOM	ZER	0.00	182.98	182.98
			04/20	RF AVAILABILITY DOM	ZER	0.00	92.00	92.00
			04/20	INTEREST SALE OF TRUCK - F		0.00	488.14	488.14
			04/20	SU FIRE BRIGADE SERV - REG	EXP	0.00	2.00	2.00
			04/20	RU CLEANING SERV	EXP	0.00	16.00	16.00
			04/20	DISPOSAL FEES DOM	EXP	0.00	6.96	6.96
			04/20	WA AVAILABILITY DOM	ZER	0.00	79.70	79.70
Meter Readings Dates								
Previous		Current						
			Total			0.00	7202.53	7202.53

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	4809.23	472.34	960.48	960.48	7202.53

MESSAGE

PLEASE NOTE: THE ACCOUNTS ARE PAYABLE ON OR BEFORE 9 MAY 2022.

Property Information				Details of Property Assessment	
Stand No.	00000265	Ward	1	Valuation	
Township	001.076 MATUTURA			Land	Improvements
Street Address				81000.00	
Portion	00000			Building Clause	
Area	450			Valuation	Date
Unit	001/076/00000265/00000/0000/0000			Annual Levy	

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2022/05/09
HOEBEB JC	Account No.	76026500015
REMITTANCE ADVICE	Amount	7202.53

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519140
E-Mail for confirmation: payments@swkmun.com.na

Margaret Sheehama

From: Margaret Sheehama
Sent: Tuesday, 10 May 2022 12:55
To: Andre Plaatjie
Subject: FW: Progress transfer Erf 281, Matuturu // K H Shilimi

Dear Mr Plaatjie

The e-mail below from Kinghorn Associates refers.

Kindly confirm whether Kinghorn Associates can proceed with the transfer.

Regards

From: Janine K <janinek@kinglaw.com.na>
Sent: Tuesday, 10 May 2022 12:00 PM
To: Margaret Sheehama <msheehama@swkmuu.com.na>
Cc: ananiasshilimi@yahoo.com; Tuua Black <tuuablack1@gmail.com>
Subject: RE: Progress transfer Erf 281, Matuturu // K H Shilimi

Dear Margaret

The above matter refers.








Mrs Shilimi made payment of her final installment of the transfer cost on 9 May 2022.

We will now be able to proceed to transfer the property to her name.

Kindly advise if we may proceed.

Kind regards,

Janine Kok
 Personal Assistant to H VISSER
 and Assisting CJ DE KONING

KINGHORN ASSOCIATES <small>LEGAL PRACTITIONERS, CONVEYANCERS NOTARIES & ESTATE PRACTITIONERS</small>	 janinek@kinglaw.com.na	 +264 64 4050510	 Haus Altona, No. 2-8 Tobias Haiyeko Str P.O. Box 1455 Swakopmund		 +264 64 4050510  www.kinghorn.com.na 
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From: Margaret Sheehama <msheehama@swkmuu.com.na>
Sent: Tuesday, 10 May 2022 11:10 am
To: ananiasshilimi@yahoo.com; tuuablack1@gmail.com
Cc: Janine K <janinek@kinglaw.com.na>
Subject: RE: Progress transfer Erf 281, Matuturu // K H Shilimi

Dear Ms Shilimi

Kindly find the attached letter for your attention. The hard cover letter is posted.

Kind Regards

Margaret

From: Janine K <janinek@kinglaw.com.na>
Sent: Friday, 04 February 2022 09:25 AM
To: Margaret Sheehama <msheehama@swkmun.com.na>
Subject: RE: Progress transfer Erf 281, Matutura // K H Shiimi

Our ref: MUN100/3146-70

Dear Margaret,

Kindly be advised that we still await the signed transfer documents and payment of the transfer costs from the purchaser.

We contacted Mrs Shiimi and she requested that we send her the transfer documents again to sign.

Kind regards,

Janine Kok
Personal Assistant to H Visser
and assisting C J de Koning

KINGHORN ASSOCIATES
LEGAL PRACTITIONERS, CONVEYANCERS & NOTARIES, ESTATE PRACTITIONERS
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Tel: +264 64 405053 | Fax: +264 64 402159 | E-mail: janinek@kinglaw.com.na

From: Nicolene Vermeulen <nicolenev2@kinglaw.com.na>
Sent: 02 February 2022 11:36 AM
To: Janine K <janinek@kinglaw.com.na>; Eunice W <eunicew@kinglaw.com.na>
Cc: Margaret Sheehama <msheehama@swkmun.com.na>; <msheehama@swkmun.com.na>; Stephny Bruwer <sbruwer@swkmun.com.na>
Subject: FW: Progress transfer Erf 281, Matutura // K H Shiimi

Dear Janine / Eunice

Kindly see Margaret's e-mail enquiry below. I believe this file is also with you.

Kind regards,

NICOLENE VERMEULEN
Personal Assistant to PJ BURGER
and Assisting CJ DE KONING

KINGHORN ASSOCIATES
LEGAL PRACTITIONERS, CONVEYANCERS, NOTARIES & ESTATE REPRESENTATIVES
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WALVIS BAY OFFICE:

P.O. Box 1914, Walvis Bay | Unit 1, The Chambers, 122 Theo Ben Gurion Ave, Walvis Bay
Tel: +264 64 203905 | Fax: +264 64 203858 | E-mail: nicolenevz@kinglaw.com.na

From: Margaret Sheehama <mshsheehama@swk.mun.com.na>
Sent: Wednesday, February 2, 2022 11:28 AM
To: Nicolene Vermeulen <nicolenevz@kinglaw.com.na>
Cc: Stephny Bruwer <sbruwer@swk.mun.com.na>
Subject: Progress transfer Erf 281, Matutura // K H Shiimi

Dear Nicolene

Kindly advise the progress of this transfer. Purchase price already paid

Regards

Margaret



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

off Rakotska Street & Daniel Kamho Avenue | Swakopmund | Erongo
Office: +264 64 410 4213 | Email: margaretheama@swakopmund.na

Website: www.swakopmund.na

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Municipality of Swakopmund

P.O. Box 53, Swakopmund

Tel (064) 410 4111 Fax (088) 651 9141

ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

SHIMI KH P O BOX 2741 WINDHOEK 9000
--

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2022/04/20
Account Number	76028100011
Reference	20220421-26278
Deposit	

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
			03/19	BALANCE F/FRG		0.00	1121.28	1121.28
			04/20	WA WATER GENERAL	0%	0.00	84.12	84.12
			04/20	WA AVAILABILITY DEN	0%	0.00	182.00	182.00
			04/20	WA AVAILABILITY DEN	0%	0.00	92.00	92.00
			04/20	SU FIRE BELWADE SERV - RES	0%	0.00	2.00	2.00
			04/20	SU CLEANING SERV	0%	0.00	16.00	16.00
			04/20	SEWERAGE FEE DEN	0%	0.00	16.00	16.00
			04/20	WA AVAILABILITY DEN	0%	0.00	79.70	79.70
			Total			0.00	1583.10	1583.10

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	197.64	461.82	461.82	461.82	1583.10

MESSAGE

PLEASE NOTE: THE ACCOUNTS ARE PAYABLE ON OR BEFORE 9 MAY 2022.

Property Information				Details of Property Assessment	
Stand No.	00000281	Ward	1	Valuation	
Township	001 076 MATUTURA			Land	Improvements
Street Address				72000.00	
Portion	00000			Building Clause	
Area	400			Valuation	Date
Unit	001076/00000281/00000000/0100			Annual Levy	

Erf #	Surname	Name	Progress	Conveyancer's Comments	Purchase Price	Balance
26	Moses	Elizabeth P	Building Loan Approval from Nedbank dated 16 June 2021. • 21 days' notice to be issued, subject to interest.	Nedbank guarantee for NS212,839.49. Awaiting signed documents from MoS.	216 839.49	212 839.49
28	Shirni	Kamutsoe Linda	Full purchase price paid on 02 July 2021 from FNB.	Preparing transfer documents.	206 999.99	203 021.99
27	Ndugula Mulundu &	Hilari N N James F	No performance recorded on file. • 21 days' notice to be issued, subject to interest.	Bank Writhe's guarantee for balance of purchase price + interest. Awaiting signed documents from MoS.	253 600.99	250 020.99
25	Matheus	Jason Norman	No performance recorded on file. • 21 days' notice to be issued, subject to interest.	No feedback from purchaser	288 888.00	285 989.00
24	Bornmann	Christiaan Van Der Walt	No performance recorded on file. • 21 days' notice to be issued, subject to interest.	No feedback from purchaser	267 050.00	264 000.00
30	Shipanga	Veronica	No performance recorded on file. • 21 days' notice to be issued, subject to interest.	No feedback from purchaser	350 000.95	347 900.95
31	Mousses	Charles R	Council signed transfer documents on 19 May 2021. Please confirm progress of transfer.	Standard Bank guarantee for NR208,601.00. Purchasers paid balance to MoS. Awaiting transfer duty receipt from Receiver of Revenue.	301 000.99	298 000.84
32	Eliakim	Titus	No performance recorded on file. • 21 days' notice to be issued, subject to interest.	No feedback from purchaser	180 564.95	177 564.85
33	Boaser	Mellicent L R & Steve John	Transferred on 03 June 2021.	Registered	263 000.00	263 000.00
34	Eiku	Rachel O	Logged on 28 June 2021. ⇒ interest applicable if not transferred by 05 July	Registered 5 July 2021	280 001.90	277 001.90
35	Kevanbu	Hilari T S	Logged on 28 June 2021. ⇒ interest applicable if not transferred by 05 July.	Registered: 5 July 2021	275 999.01	272 999.01

Margaret Sheehama

From: Margaret Sheehama
Sent: Tuesday, 10 May 2022 12:38
To: Andre Plaatje
Cc: Stephny Bruwer
Subject: RE: TRANSFER OF ERF 317 MATUTURA, EXT.1: MUNICIPALITY OF SWAKOPMUND // G & M MUHINAPEZE

Mr Plaatje,

Your advice also required for the e-mail below.

Thank

From: Janine K <janinek@kinglaw.com.na>
Sent: Tuesday, 10 May 2022 12:08 PM
To: Margaret Sheehama <msheehama@swkmun.com.na>
Cc: Stephny Bruwer <sbruwer@swkmun.com.na>
Subject: RE: TRANSFER OF ERF 317 MATUTURA, EXT.1: MUNICIPALITY OF SWAKOPMUND // G & M MUHINAPEZE

Dear Margaret,

We herewith advise that Mr Muhinapeze paid the transfer cost but was unable to provide us with payment of the clearance amount until end of March 2022.

We tried to contact him numerous times and also sent him text messages via sms but have to date not received a response from him.

Kind regards,

Janine Kok
 Personal Assistant to H. MISSER
 and Assisting C.J. DE KONING

**KINGHORN
 ASSOCIATES**

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 NOTARIES & ESTATE PRACTITIONERS

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 P.O. Box 1011
 Atlantic City

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 Fairbairn Village
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From: Margaret Sheehama <msheehama@swkmun.com.na>
Sent: Tuesday, 10 May 2022 11:49 am
To: Janine K <janinek@kinglaw.com.na>
Cc: Stephny Bruwer <sbruwer@swkmun.com.na>; Nicolene Vermeulen <nicolenev@kinglaw.com.na>
Subject: RE: TRANSFER OF ERF 317 MATUTURA, EXT.1: MUNICIPALITY OF SWAKOPMUND // G & M MUHINAPEZE

Dear Ms Shiimi

Kindly take note of the attached letter that we send via post to Ms Muhinapeze.



Municipality of Swakopmund

P.O. Box 53, Swakopmund

Tel (064) 410 4111 Fax (088) 651 9141

ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

MUHINAPEZE M P O BOX 187 VINETA 9000

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2022/04/20
Account Number	76031700017
Reference	20220421-26314
Deposit	

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
			03/19	BALANCE B/FWD		0.00	5621.28	5621.28
			04/20	WA WATER GENERAL	EEP	0.00	84.12	84.12
			04/20	WA AVAILABILITY DUM	EEP	0.00	182.00	182.00
			04/20	WA AVAILABILITY DUM	EEP	0.00	92.00	92.00
			04/20	WA FIRE BRIGADE SERV* - REP	EEP	0.00	7.00	7.00
			04/20	WA CLEARING SERV	EEP	0.00	16.00	16.00
			04/20	WATER FEE DUM	EEP	0.00	6.00	6.00
			04/20	WA AVAILABILITY DUM	EEP	0.00	79.70	79.70
			Total			0.00	6083.10	6083.10

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	4697.64	461.82	461.82	461.82	6083.10

MESSAGE

PLEASE NOTE: THE ACCOUNTS ARE PAYABLE ON OR BEFORE 9 MAY 2022.

Property Information				Details of Property Assessment	
Stand No.	00000317	Ward	1	Valuation	
Township	001 076 MATUTURA			Land	Improvements
Street Address				72000.00	
Portion	00000			Building Clause	
Area	400			Valuation	Date
Unit	001/076/00000317/00000/0000/0000			Annual Levy	

Erf #	Surname	Name	Progress	Conveyancer's Comments	Purchase Price	Balance
47	Tjemaaha	Margeth	Standard Bank guarantee on file dated 15 June 2021. Council signed transfer documents on 18 June 2021. → interest applicable if not transferred by 05 July.	Registered 4 July 2021	251 500.99	248 600.99
48	Garoeb	Liswanso	Transferred on 28 May 2021.	Registered	180 500.00	177 500.00
49	Senade	Griffith Ricardo & Roxanne Tacolla	Standard Bank guarantee on file dated 28 June 2021. Council signed transfer documents on 30 June 2021. Please confirm progress on transfer. → interest applicable if not transferred by 05 July.	Forwarded instruction to Windhoek correspondents on 6 July 2021 - awaiting lodgement.	310 000.00	307 000.00
50	Markus	Martin	No performance recorded on file + 21 days' notice to be issued, subject to interest	Purchaser still in the process of obtaining loan from Bank Windhoek.	209 999.00	206 999.00
51	Nitemau	Jason	Made various cash payments - balance = N\$112 050.04	Awaiting confirmation from MoS that purchase price has been paid in full, whereafter we will prepare transfer documents.	215 050.00	212 050.00
52	Alexander	Josef	No performance recorded on file. + 21 days' notice to be issued, subject to interest	No feedback from purchaser	275 347.00	272 347.00
53	Stasuwani	Lukas Nghilimbilwa	Paid in full - last payment of N\$30 000.00 paid on 02 July 2021. Please confirm progress on transfer.	Forwarded instruction to Windhoek correspondents on 6 July 2021 - awaiting lodgement.	270 900.00	267 900.00
54	Namukwambi	Fredrik Ndeyapo	Transferred on 28 April 2021.	Registered	220 000.00	217 000.00
55	Udombala	Marti	Transferred on 23 June 2021.	Registered	242 123.00	209 123.00
56	Rudolf	Krisleria	No performance recorded on file. + 21 days' notice to be issued, subject to interest.	Loan from FNB. Awaiting guarantee from FNSafra and signed documents from MoS.	200 000.00	197 000.00
57	Mulinapeza	Margalena	N\$75 000.00 was paid on 17 May 2021. Balance = N\$97 000.75. Might pay balance on 05 July - will inform KPH accordingly	Awaiting confirmation from MoS that purchase price has been paid in full, whereafter we will prepare transfer documents.	175 000.05	172 000.05

Margaret Sheehama

From: Janine K. <janinak@kinglaw.com.na>
Sent: Monday, 25 April 2022 15:59
To: Margaret Sheehama
Subject: REF NO. 318 MATUTURA (EXT 1); MUNICIPAL COUNCIL OF SWAKOPMUND // PLATT

Our ref: MUN100/3129-70

Dear Margaret,

We were informed that Ms Platt wants to sell the abovementioned property allocated to her at the open bid during March 2021 as she is currently unemployed and does not have the finances to pay for the transfer costs and the municipal clearances.

The purchase price of NS188 000.00 was paid directly to Council on 22 May 2021.


Kindly advise whether she may proceed to sell the property, notwithstanding the provision of clause 7.5 of the Deed of Sale, and from which sale the transfer costs and clearances will be paid to enable us to register the transfer.

Kind regards,

Janine Kott
 Personal Assistant to H VISSER
 and Assisting CJ DE KONING

**KINGHORN
 ASSOCIATES**

LEGAL PRACTITIONERS, CONVEYANCERS
 NOTARIES & ESTATE PRACTITIONERS

 janinak@kinglaw.com.na

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 Haus Altona, No. 2-5
 Tobias Hainyeko Str
 P.O. Box 1455
 Swakopmund

(Incorporated and regulated by the Law Society of Namibia)

Erf #	Surname	Name	Progress	Conveyancer's Comments	Purchase Price	Balance
318	Platz	Agnes Maggie	Paid R\$188 000.00 on 22 May 2021. Overpayment of R\$3 000.00 Council signed the transfer documents on 10 June 2021. Please confirm progress on transfer.	Purchaser currently off sick. Will attend at our offices for signature of the documents as soon as possible.	185 000.00	183 000.00
323	Utomi	Johannes Yakula	Paid in full on 03 July 2021.	Prepared documents. Awaiting signed documents from MoS and purchaser.	199 999.99	196 999.99
325	Coetzee	Codric Cornelius	Transferred on 02 July 2021.	Registered	190 000.00	187 000.00
326	Shoopala	Estor Ndapawa G	Please confirm any progress on this transaction. File misplaced.	Registered, 15 June 2021	267 331.27	264 331.27
327	Kafua	Herman & Virginia Phumelele	No performance recorded on file. • 21 days' notice to be issued, subject to interest.	No feedback from purchaser	240 000.96	237 000.96
328	Ndeunyoma & Neshaku	Ndeyidala Puyepawa & Leonard Naula	No performance recorded on file. Council signed transfer documents on 30 June 2021. Please confirm progress on transfer. • 21 days' notice to be issued, subject to interest.	FNB guarantee for R\$196 075.10. Balance paid to MoS by purchasers. Forwarded instruction to Windhoek correspondents on 6 July 2021 - awaiting lodgement	258 882.00	265 882.00
329	Shimwoshili	Vickson Shindule	Paid R\$112 986.50 on 14 June 2021. Balance of R\$112 986.50. Council signed transfer documents on 18 June 2021. Please confirm progress on transfer.	Medbank guarantee for balance. Forwarded instruction to Windhoek correspondents on 6 July 2021 - awaiting lodgement.	228 973.00	225 973.00
330	Saxrus	Merwin	Transferred on 21 April 2021.	Registered	261 000.00	258 000.00
331	Mushoko	Filimon M H	Lodged at Deeds Office on 28 June 2021. • interest applicable if not transferred by 05 July.	Registered: 5 July 2021	251 000.00	248 000.00

Margaret Sheehama

From: Margaret Sheehama
Sent: Tuesday, 26 April 2022 09:53
To: 'Janine K'
Cc: Stephy Bruwer
Subject: RE: ERF NO, 318 MATUTURA (EXT 1); MUNICIPAL COUNCIL OF SWAKOPMUND // PLATT

Dear Janine

Kindly proceed with the transfer on condition that Erf 318, Matutura is registered first in the name of Ms Agnes Maggie Platt before it is transferred to the third party.

Thank you and regards

Margaret

From: Janine K <janinek@kinglaw.com.na>
Sent: Monday, 25 April 2022 03:58 PM
To: Margaret Sheehama <msheehama@swakmun.com.na>
Subject: ERF NO. 318 MATUTURA (EXT 1); MUNICIPAL COUNCIL OF SWAKOPMUND // PLATT

Our ref: MUN100/3128-70

Dear Margaret,

We were informed that Ms Platt wants to sell the abovementioned property allocated to her at the open bid during March 2021 as she is currently unemployed and does not have the finances to pay for the transfer costs and the municipal clearances.

The purchase price of N\$188 000.00 was paid directly to Council on 22 May 2021

Kindly advise whether she may proceed to sell the property, notwithstanding the provision of clause 7.5 of the Deed of Sale, and from which sale the transfer costs and clearances will be paid to enable us to register the transfer.

Kind regards,

Janine Kok
 Personal Assistant to H. VISSER
 and Assisting C.J. DE KONING

**KINGHORN
 ASSOCIATES**

LEGAL PRACTITIONERS, CONVEYANCERS
 NOTARIES & ESTATE PRACTITIONERS

janinek@kinglaw.com.na

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 Tobiasz Hainyeko Str
 P.O. Box 1455
 Swakopmund

Kind Regards
Margaret



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

c/o Rebecca Street & Daniel Kwariba Avenue | Swakopmund | Erongo
Office +264 64 410 4213 | Email: mgsheehama@swakmun.com.na
Website: www.swakmun.com.na
Thank you for considering the environmental impact of printing emails



STAY SAFE



DISTANCE



KEEP CLEAN



AWE

From: Janine K <janinek@kinglaw.com.na>
Sent: Wednesday, 09 March 2022 09:54 AM
To: Margaret Sheehama <mgsheehama@swakmun.com.na>
Subject: TRANSFER OF ERF 317 MATUTURA, EXT.1: MUNICIPALITY OF SWAKOPMUND // G & M MUHINAPEZE

Our ref: MUN100/3128-70

Dear Madam,

We confirm that the abovementioned transaction was lodged at the Deeds Office today, 9 March 2022, and registration is expected to take place within 7-10 days.

Kind regards,

Janine Kok
Personal Assistant to H VISSER
and Assisting CJ DE KONING

**KINGHORN
ASSOCIATES**

LEGAL PRACTITIONERS, CONVEYANCERS
NOTARIES & ESTATE PRACTITIONERS

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10-12, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

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1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

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Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

PLATT AM
P O BOX 8063
SWAKOPMUND
9000

TAX Invoice	
VAT No.	0697546-01-5
Statement Date	2022/04/20
Account Number	76031800018
Reference	20220421-26315
Deposit	

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
			01-10	WALABEK WARD		0.00	5421.28	5421.28
			04-20	WA WATER GENERAL	0%	0.00	88.00	88.00
			04-20	WA AVAILABILITY DUM	20%	0.00	182.00	182.00
			04-20	WA AVAILABILITY DUM	20%	0.00	79.00	79.00
			04-20	SD EDEK WADJERK BARKY + PEG	0%	0.00	0.00	0.00
			04-20	SD UEGANISI BARK	0%	0.00	0.00	0.00
			04-20	SDIPPOAL BARK DUM	0%	0.00	0.00	0.00
			04-20	WA AVAILABILITY DUM	20%	0.00	79.00	79.00
Meter Readings Dates								
Previous		Current						
			Total			0.00	6083.10	6083.10

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	4897.64	461.82	461.82	461.82	6083.10

MESSAGE

PLEASE NOTE: THE ACCOUNTS ARE PAYABLE ON OR BEFORE 9 MAY 2022.

Property Information				Details of Property Assessment	
Stand No.	00000318	Ward	1	Valuation	
Township	001 076 MATUTIRA			Land	Improvements
Street Address				72000.00	
Portion	00000			Building Clause	
Area	218			Valuation	Date
Unit	00107600000318000000000000			Annual Levy	

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2022/05/09
PLATT AM	Account No.	76031800018
REMITTANCE ADVICE	Amount	6083.10

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519140
E-Mail for confirmation: payments@swkmun.com.na



MUNICIPALITY OF SWAKOPMUND

ANNEXURE "B"

Ref No: Erf 256, Extension 1, Matutura

Enquiries: Ms Margaret Sheehama

53 Swakopmund
NAMIBIA
www.swakopmund.na
ms@sheehama@swakopmund.na

09 February 2022

Mr H D Hoezeb and J C Hoobies
P O Box 8446
Welvis bay
13013

juijes344@gmail.com

Dear Sir & Madam

SALE OF 05 MARCH 2021: TRANSFER OF ERF 265, EXTENSION 1. MATUTURA

The above refers.

This serves to remind you of the pending transfer of Erf 265, Matutura which is not yet registered although a portion of the purchase price (NS 231 546 00) is secured with a bank guarantee. Messrs Kinghorn Associates confirmed that they were unable to lodge the transfer for registration as you need to make payment for the bond registration and transfer cost.

In terms of Annexure "B" of the Deed of Sale, if the purchaser elected to secure the balance of the purchase price with a written guarantee issued by a registered bank by 05 July 2021, the balance of the purchase price will attract interest at a rate of 7.5% per annum calculated from 05 July 2021 until the date of the transfer.

Please take note that Council on 27 January 2022, under item 11.1.12 passed the following resolution among others:

- (c) *That in future all transfers be concluded within 60 days after the purchase price is secured or paid in cash, failing which the transaction be cancelled and the purchase price less the deposit be refunded to the purchaser (where paid in cash).*

In view of the above, should the transfer not be finalized within the period of 21 days, i.e. 3rd March 2022, the transaction will be cancelled, and you will forfeit payment of the registration fee in the amount of NS 3 000.00 and any payments made in respect of the rates and taxes.

All correspondence must be addressed to the **Chief Executive Officer**

Should you have any enquiries, please contact Ms Margaret Sheehama at ☎ 064-4104213.

Yours faithfully,

A Plaatzje
GM: Corporate Services & HC (Acting)

ms MS

Copy: Messrs Kinghorn Associates
GM: Finance



MUNICIPALITY OF SWAKOPMUND

(064) 4104213

53 Swakopmund

NAMIBIA

www.swkmun.com.na

mshsheehama@swkmun.com.na

Ref No: Erf 281, Extension 1, Matutura

Enquiries: Ms Margaret Sheehama

10 February 2022

Ms Kamutuu Hinda Shiimi
P O Box 2741
WINDHOEK
10005

ananiashiimi@yahoo.com / tuuablack1@gmail.com

Dear Madam

SALE OF 05 MARCH 2021: TRANSFER OF ERF 281, EXTENSION 1, MATUTURA

We refer to the long overdue transfer of the above-mentioned erf.

This serves to remind you the pending transfer of Erf 281, Matutura which is not yet registered although the purchase price is paid in full, Messrs Kinghom Associates confirmed that they were unable to lodge the transfer for registration as you are still to pay the transfer cost.

Please take note that Council on 27 January 2022, under item 11.1.12 passed the following resolution among others:

- (d) *That in future all transfers be concluded within 60 days after the purchase price is secured or paid in cash, failing which the transaction be cancelled and the purchase price less the deposit be refunded to the purchaser (where paid in cash).*

In view of the above, you are now given 21 days as from the date of this letter until 03rd March 2022 to ensure that transfer is finalized, failing which the transaction will be cancelled in terms of clause 5 read together with clause 11 of the deed of sale.

For information, clause 5 and Clause 11 are quoted below should the transfer not take place within a reasonable period:

5. TRANSFER

- 5.1 *Transfer of the ERF into the name of the PURCHASER shall be given and taken as soon as possible after the PURCHASER has fulfilled his obligations under this agreement and when requested to do so, but the SELLER is not compelled to, nor does the SELLER guarantee to give transfer immediately after the PURCHASER has fulfilled all his obligations hereunder but shall only be obliged to give transfer thereof within a reasonable period.*
- 5.2 *The intentional delay of the registration of the transfer of the PROPERTY by the PURCHASER shall result in a breach of contract.*

All correspondence must be addressed to the **Chief Executive Officer**



MUNICIPALITY OF SWAKOPMUND

Erf 317, Extension 1, Matutura

☎ (064) 4104213
 📍 53 Swakopmund
 NAMIBIA
 🌐 www.swkmun.com.na
 ✉ msheehama@swkmun.com.na

Enquiries: Ms Margaret Sheehama

10 February 2022

Ms Magdalena Muhinapeze
 P O Box 187
 V!NETA
 13003

Dear Madam

SALE OF 05 MARCH 2021: TRANSFER OF ERF 317, EXTENSION 1, MATUTURA

We refer to the long overdue transfer of the above-mentioned erf.

This serves to remind you the pending transfer of Erf 317, Matutura which is not yet registered although the purchase price is paid in full. Messrs Kinghorn Associates confirmed that they were unable to lodge the transfer for registration as you are still to pay the transfer cost.

Please take note that Council on **27 January 2022**, under item 11.1.12 passed the following resolution among others:

- (e) *That in future all transfers be concluded within 60 days after the purchase price is secured or paid in cash, failing which the transaction be cancelled and the purchase price less the deposit be refunded to the purchaser (where paid in cash).*

In view of the above, you are now given 21 days as from the date of this letter until **03rd March 2022** to ensure that transfer is finalized, failing which the transaction will be cancelled in terms of clause 5 read together with clause 11 of the deed of sale.

For information, clause 5 and Clause 11 are quoted below should the transfer not take place within a reasonable period:

5. TRANSFER

- 5.1 *Transfer of the ERF into the name of the PURCHASER shall be given and taken as soon as possible after the PURCHASER has fulfilled his obligations under this agreement and when requested to do so, but the SELLER is not compelled to, nor does the SELLER guarantee to give transfer immediately after the PURCHASER has fulfilled all his obligations hereunder but shall only be obliged to give transfer thereof within a reasonable period.*
- 5.2 *The intentional delay of the registration of the transfer of the PROPERTY by the PURCHASER shall result in a breach of contract.*

All correspondence must be addressed to the **Chief Executive Officer**



MUNICIPALITY OF SWAKOPMUND

Ref No: Erf 318, Extension 1, Matutura

Enquiries: Ms Margaret Sheehama

 (064) 4104213
 53 Swakopmund
 NAMIBIA
 www.swakopmund.com.na
 msheehama@swkmun.com.na

10 February 2022

Ms Agnes Maggie Platt
 P O Box 8063
 Bachbrecht
 1007

mandaline01@gmail.com

Dear Madam

SALE OF 05 MARCH 2021: TRANSFER OF ERF 318, EXTENSION 1, MATUTURA

We refer to the long overdue transfer of the above-mentioned erf.

This serves to remind you the pending transfer of Erf 318, Matutura which is not yet registered although the purchase price is paid in full. Messrs Kinghorn Associates confirmed that they were unable to lodge the transfer for registration as you are still to pay the transfer cost.

Please take note that Council on **27 January 2022**, under item 11.1.12 passed the following resolution among others:

- (c) *That in future all transfers be concluded within 60 days after the purchase price is secured or paid in cash, failing which the transaction be cancelled and the purchase price less the deposit be refunded to the purchaser (where paid in cash).*

In view of the above, you are now given 21 days as from the date of this letter until **03rd March 2022** to ensure that transfer is finalized, failing which the transaction will be cancelled in terms of clause 5 read together with clause 11 of the deed of sale.

For information, clause 5 and Clause 11 are quoted below should the transfer not take place within a reasonable period:

5. TRANSFER

- 5.1 *Transfer of the ERF into the name of the PURCHASER shall be given and taken as soon as possible after the PURCHASER has fulfilled his obligations under this agreement and when requested to do so, but the SELLER is not compelled to, nor does the SELLER guarantee to give transfer immediately after the PURCHASER has fulfilled all his obligations hereunder but shall only be obliged to give transfer thereof within a reasonable period*

All correspondence must be addressed to the **Chief Executive Officer**



5.2 The intentional delay of the registration of the transfer of the *PROPERTY* by the *PURCHASER* shall result in a breach of contract.

Clause 11.1 also reads as follows:

11.1 Should the *PURCHASER* be in default to punctually comply with any material stipulation or condition of this agreement the *SELLER* will be entitled (but not compelled) to cancel this agreement in which case the *SELLER* will be entitled (but not compelled) to stipulate a certain period, by means of a written notice to the *PURCHASER*, within which period the *PURCHASER* shall remedy such breach and, failing compliance therewith this agreement shall be terminated.

Should you have any enquiries, please contact Ms Margaret Sheehama at ☎: 064-4104213.

Yours faithfully,



A Platje
GM: Corporate Services & HC (Acting)

ims 

Copy: Messrs Kinghorn Associates
GM: Finance



ANNEXURE "C"

MUNICIPALITY OF SWAKOPMUND

63 Swakopmund
NAMIBIA
www.swakopmund.com.na
mshsheehama@swakopmund.com.na

Enquiries: Ms Margaret Sheehama

28 April 2022

Ms H D Hoebbe and Ms J C Hoebes
P O Box 8448
WALVIS BAY
13013
Namibia

lusas844@gmail.com

Dear Sir & Madam

**SALE OF 05 MARCH 2021:
CANCELLATION THE SALE OF ERF 265, EXTENSION 1, MATUTURA**

We refer to our letter dated 05 April 2022 (a copy attached for ease of reference).

This serves to confirm the cancellation of the sale of Erf 265, Matutura to you in terms of Clause 11.4 of the deed of sale as no payment of the balance of the purchase price was received on 03 March 2022 and that the erf was also not transferred to you within the prescribed period.

Quoted is the Council's resolution passed on 27 January 2022, under item 11.1.12 for information:

- (c) That in future all transfers be concluded within 60 days after the purchase price is secured or paid in cash, failing which the transaction be cancelled and the purchase price less the deposit be refunded to the purchaser (where paid in cash).

It is for this reason that you are kindly requested to provide your bank account details for Council to refund you the portion of the purchase price you have paid, failing Council will consult your Bank Service Provider to provide same.

Meanwhile, Council will proceed with the allocated of the erf to the next qualifying bidder.

Should you have any enquiries, please contact Ms Margaret Sheehama at ☎ 064-4104213.

Yours faithfully,

Mr A Platjje
GM: Corporate Services & HC (Acting)

/ms
Copy: Klighem Associates (nic@renezv@kinglaw.com.na)

All correspondence must be addressed to the Chief Executive Officer



MUNICIPALITY OF SWAKOPMUND

10001 Swakopmund
 E3 Swakopmund
 NAM.BA
www.swakopmund.na
makeshama@swakopmund.na

Enquiries: Ms Margaret Sheshama

09 May 2022

Ms Kamutua Hinda Shiimi
 P O Box 2741
 WINDHOEK
 10005
 Namibia

→ anan.ashimi@yahoo.com / huaiback1@gmail.com

Dear Madam

SALE OF 05 MARCH 2021: CANCELLATION THE SALE OF ERF 281, EXTENSION 1, MATUTURA

We refer to our letter dated 10 February 2022 (a copy attached for ease of reference).

This serves to inform you that the sale of Erf 281, Matutura to you is cancelled in terms of Clause 11.4 of the deed of sale as the erf was not transferred to you on 03 March 2022.

Kindly take note of the Council resolution passed on 27 January 2022, under item 11.1.12 for information:

- (c) The purchase price transfers be concluded within 60 days after the purchase price is required or paid in cash, failing which the transaction be cancelled and the purchase price less the deposit be refunded to the purchaser (where paid in cash)

It is for this reason that you are kindly requested to provide your bank account details for Council to refund you the purchase price you have paid, failing which Council will consult your Bank Service Provider to provide same.

Meanwhile, Council will proceed to allocate the erf to the next qualifying bidder.

Should you have any enquiries, please contact Ms Margaret Sheshama at ☎ 064-4104213.

Yours faithfully

Mr A Plaatzje
 GM: Corporate Services & HC (Acting)

Ins: Kingham Associates (info@kha2@kinglaw.com.na)
 Copy: Kingham Associates (info@kha2@kinglaw.com.na)



MUNICIPALITY OF SWAKOPMUND

03 Swakopmund

NAM-01A

www.swakopmund.na

info@swakopmund.na

ERF 317 M

Enquiries: Ms Margaret Sheehama

09 May 2022

Ms Magdelene Mulinapope
P O Box 187
VINETA
13003
Namibia

Dear Madam,

**SALE OF 05 MARCH 2021:
CANCELLATION THE SALE OF ERF 317 EXTENSION 1, MATUTURA**

We refer to our letter dated 10 February 2022 (a copy attached for ease of reference).

This serves to inform you that the sale of Erf 317, Matutura to you is cancelled in terms of Clause 11.4 of the deed of sale as the erf was not transferred to you on 03 March 2022.

Kindly take note of the Council resolution passed on 27 January 2022, under item 11.1.12 for information:

(c) That in future all transfers be concluded within 60 days after the purchase price is secured or paid in cash, failing which the transaction be cancelled and the purchase price less the deposit be refunded to the purchaser (where paid in cash).

It is for this reason that you are kindly requested to provide your bank account details for Council to refund you the purchase price you have paid, failing which Council will consult your Bank Service Provider to provide same.

Meanwhile, Council will proceed to allocate the erf to the next qualifying bidder.

Should you have any enquiries, please contact Ms Margaret Sheehama at ☎ 064-4104213.

Yours faithfully,

Mr A Flaaijke
GM: Corporate Services & HC (Acting)
ims
Copy: Miegern Associates (miegern@kinglaw.com.na)

All correspondence must be addressed to the Chief Executive Officer

Margaret Sheehama

From: Tuua Black <tuuablack1@gmail.com>
Sent: Friday, 13 May 2022 14:35
To: Margaret Sheehama
Cc: Janine K; ananiasshiimi@yahoo.com; Stephny Bruwer
Subject: Re: Progress transfer Erf 281, Matutura // K H Shiimi

ANNEXURE "D"

Dear Margaret

Thank you for informing us on the way forward. Can you in the meantime kindly forward me a screenshot of the email that was sent to us on the 10/02/2022 where you intended to serve us the notice that you referring to.

As I have indicated to you telephonically we have not received the email or any cover letter with the notice letter.

Waiting on your prompt response.
Thank you.

Kind Regards
Mrs Shiimi
0811251129

On 10 May 2022, at 6:37 PM, Margaret Sheehama <mshееhama@swkmun.com.na> wrote:

Dear Janine / Mr Shiimi

Please take note that the matter will be submitted to Council in June 2022 for decision.

Regards

Margaret

From: Janine K <janinek@kinglaw.com.na>
Sent: Tuesday, 10 May 2022 12:00 PM
To: Margaret Sheehama <mshееhama@swkmun.com.na>
Cc: ananiasshiimi@yahoo.com; Tuua Black <tuuablack1@gmail.com>
Subject: RE: Progress transfer Erf 281, Matutura // K H Shiimi

Dear Margaret,

The above matter refers.

Mrs Shiimi made payment of her final installment of the transfer cost on 9 May 2022.

We will now be able to proceed to transfer to property to her name.

Kindly advise if we may proceed.

Kind regards,

Janine Kok
Personal Assistant to H VISSER
and Assisting CJ DE KONING

KINGHORN ASSOCIATES

LEGAL PRACTITIONERS, CONVEYANCERS
NOTARIES & ESTATE PRACTITIONERS

janinek@kinglaw.com.na

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Haus Altona, No. 2-6
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+264 64 402159

Unit 2, The Chambers
122 Thea Swanepoel Ave
P.O. Box 1911
Walvis Bay

+264 81 133 0070

Units 35 & 36
Tembepan Village
G/O Robert Mugabe Ave &
Julius Nyerere Str
Windhoek

(Authorized and regulated by the Law Society of Namibia)

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From: Margaret Sheehama <msheehama@swkmun.com.na>
Sent: Tuesday, 10 May 2022 11:10 am
To: ananiasshiimi@yahoo.com; tuablack1@gmail.com
Cc: Janine K <janinek@kinglaw.com.na>
Subject: RE: Progress transfer Erf 281, Matutura // K H Shiimi

Dear Ms Shiimi

Kindly find the attached letter for your attention. The hard cover letter is posted.

Kind Regards

Margaret

From: Janine K <janinek@kinglaw.com.na>
Sent: Friday, 04 February 2022 09:25 AM
To: Margaret Sheehama <msheehama@swkmun.com.na>
Subject: RE: Progress Transfer Erf 281, Matutura // K H Shiimi

Our ref: MUN100/3146-70

Dear Margaret,

Kindly be advised that we still await the signed transfer documents and payment of the transfer costs from the purchaser.

We contacted Mrs Shiimi and she requested that we send her the transfer documents again to sign.

Kind regards,

Janine Kok
Personal Assistant to H Visser
and assisting C J de Koning

KINGHORN ASSOCIATES
LEGAL PRACTITIONERS, CONVEYANCERS & NOTARIES, ESTATE PRACTITIONERS
(authorized and regulated by the Law Society of Namibia)

P.O. Box 1455, Swakopmund | No 2 – 6 Haus Altona , Tobias Haiyeko Street, Swakopmund
Tel: +264 64 405051 | Fax: +264 64 402159 | E-mail: janinek@kinglaw.com.na

From: Nicolene Vermeulen <nicolenevz@kinglaw.com.na>

Sent: 02 February 2022 11:36 AM

To: Janine K <janinek@kinglaw.com.na>; Eunice W <eunicew@kinglaw.com.na>

Cc: Margaret Sheehama (<msheehama@swkmun.com.na> <msheehama@swkmun.com.na>; Stephny Bruwer (<sbruwer@swkmun.com.na> <sbruwer@swkmun.com.na>

Subject: FW: Progress transfer Erf 281, Matutura // K.H Shiimi

Dear Janine / Eunice

Kindly see Margaret's e-mail enquiry below. I believe this file is also with you.

Kind regards,

NICOLENE VERMEULEN

Personal Assistant to PJ BURGER

and Assisting CJ DE KONING

KINGHORN ASSOCIATES

LEGAL PRACTITIONERS, CONVEYANCERS, NOTARIES & ESTATE REPRESENTATIVES

(authorized and regulated by the Law Society of Namibia)

WALVIS BAY OFFICE:

P.O. Box 1914, Walvis Bay | Unit 2, The Chambers, 122 Theo Ben Gurion Ave, Walvis Bay

Tel: +264 64 203905 | Fax: +264 64 203858 | E-mail: nicolenevz@kinglaw.com.na

From: Margaret Sheehama <msheehama@swkmun.com.na>

Sent: Wednesday, February 2, 2022 11:28 AM

To: Nicolene Vermeulen <nicolenevz@kinglaw.com.na>

Cc: Stephny Bruwer <sbruwer@swkmun.com.na>

Subject: Progress transfer Erf 281, Matutura // K.H Shiimi

Dear Nicolene

Kindly advise the progress of this transfer. Purchase price already paid.

Regards

Margaret

<[image001.png](#)>

<[image002.png](#)><[image003.png](#)><[image004.png](#)>

Margaret Sheehama

Property Officer | Corporate Services &

Human Capital

Municipality Swakopmund

Off: Rakotoko Street & Daniel Keetho Avenue | Swakopmund | Erongo

Office: +264 64 410 4213 | Email: msheehama@swkmun.com.na

Website: www.swkmun.com.na

Thank you for considering the environmental impact of printing emails

<[image005.png](#)>

<[image006.png](#)>

<[image007.png](#)>

11.1.3 **REQUEST FOR EXTENSION OF SPECIAL RATES AT THE SWAKOPMUND MUNICIPAL REST CAMP**
(C/M 2022/06/30 - 14/2/7/1/2)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 7.5 page 65 refers.

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

1. Introduction

This submission seeks to obtain Council's approval to extend the approved special rates for the Swakopmund Municipal Rest Camp (SMRC) from **1 July 2022 to 30 September 2022**.

2. Background

Council on **10 and 15 February 2022** while discussing the request by the Municipal Rest Camp Management to extend the special rates, resolved amongst others:

- (a) *That Council extends the approved special rates for the Swakopmund Municipal Rest Camp (SMRC) from 1 March to 30 June 2022:*

Unit Type	Current Rate	Proposed COVID-19 Rate	% Discount
Fish	N\$ 562.00	N\$ 400.00	28.83%
Gecko	N\$ 652.00	N\$ 450.00	30.98%
Welwitschia	N\$ 681.00	N\$ 450.00	33.92%
Dune	N\$ 903.00	N\$ 550.00	39.09%
Dune A	N\$ 846.00	N\$ 550.00	34.99%
Spitzkoppe	N\$ 947.00	N\$ 600.00	36.94%
Brandberg A	N\$ 1 058.00	N\$ 750.00	29.11%
Brandberg B	N\$ 1 225.00	N\$ 800.00	34.69%
Moon Valley	N\$ 1,336.00	N\$ 900.00	32.63%

- (b) *That the following rates be approved as the new peak season rates for the Easter Holidays and all long weekends between the period 1 March - 30 June 2022.*

Unit Type	Current Rate
Fish	500.00
Gecko	550.00
Welwitschia	550.00
Dune	650.00
Dune A	650.00
Spitzkoppe	700.00
Brandberg A	850.00
Brandberg B	900.00
Moon Valley	1,000.00

3. Discussion

Tourism continues to be one of the hardest hit sectors by the coronavirus pandemic and the outlook remains uncertain. In addition, a Russian/Ukraine conflict have translated into a loss of

tourism income due to restriction of air lines as well as high fuel and food costs. Like other similar institutions, Council needs to focus on domestic tourism in order to boost the occupancy rates and revenue of SMRC.

The past festive season, (15 December – 5 January) was a peak period for the SMRC and although a slightly higher rate was introduced it still resulted in favourable revenue. It is therefore proposed that a slight increment of N\$50.00 and N\$100.00 on the current rate be imposed to maintain the demand within the sector.

4. Conclusion:

The extended duration of the pandemic on a global scale still creates a continued uncertainty in the already vulnerable tourism sector therefore keeping the rates of the SMRC attractive has proven to be a highly effective containment measure.

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

RECOMMENDED:

- (a) That Council extends the approved special rates for the Swakopmund Municipal Rest Camp (SMRC) from 1 July to 30 September 2022.

Unit Type	Normal Rate	Current Special Rate	Proposed Special Rate	% Discount
Fish	N\$ 562.00	N\$ 400.00	N\$ 450.00	11.03%
Gecko	N\$ 652.00	N\$ 450.00	N\$ 500.00	30.98%
Welwitschia	N\$ 681.00	N\$ 450.00	N\$ 500.00	27.22%
Dune	N\$ 903.00	N\$ 550.00	N\$ 600.00	33.70%
Dune A	N\$ 846.00	N\$ 550.00	N\$ 600.00	33.55%
Spitzkoppe	N\$ 947.00	N\$ 600.00	N\$ 700.00	26.08%
Brandberg A	N\$ 1 058.00	N\$ 750.00	N\$ 850.00	19.66%
Brandberg B	N\$ 1 225.00	N\$ 800.00	N\$ 900.00	26.53%
Moon Valley	N\$ 1,336.00	N\$ 900.00	N\$ 1000.00	25.15%

- (b) That the following rates be approved as the new peak season rates for the period 25 - 28 August 2022.

Unit Type	Normal Rate	Current Covid Special Rate	Proposed Peak Season Discount Rate
Fish	N\$ 562.00	500.00	550.00
Gecko	N\$ 652.00	550.00	600.00
Welwitschia	N\$ 681.00	550.00	600.00
Dune	N\$ 903.00	650.00	700.00
Dune A	N\$ 846.00	650.00	700.00
Spitzkoppe	N\$ 947.00	700.00	750.00
Brandberg A	N\$ 1 058.00	850.00	900.00
Brandberg B	N\$ 1 225.00	900.00	950.00
Moon Valley	N\$ 1,336.00	1,000.00	1050.00

11.1.4 **WOERMANN HAUS PREMISES - SALE**
(C/M 2022/06/30 - 13/3/1/3.1308, E 1308)

Ordinary Management Committee Meeting of 14 June 2022,
Addendum 7.6 page 67 refers.

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

1. **Introduction**

The purpose of this submission is for Council to take note of the status with regard to the invitation for development proposals for the sale of the Woermann Haus building. On **30 September 2021**, Council considered an option to invite proposals for the sale of the entire Woermann Haus building, Council under item 11.1.7 opted to make the premises available for sale through the invitation of development proposals. Quoted below is Council's decision:

(e) *That the Council resolution passed on 29 May 2008 under item 11.1.2 be repealed and that Council invites proposals from the public for the purchase of the entire Woermann Haus building.*

Although no official press release was published various members of the public raised concerns about the sale of the premises, taking into consideration the previous sale of the old Municipal Office building (Erf 989) and the sale of the Altes Amptsgericht (Erf 1525). Both these premises were sold by closed bid to the highest bidder. The public is mainly concerned about the future use, preservation and maintenance of the premises.

As the sale process is lengthy the current lessees have not yet been issued with notices that their lease will be terminated. **Attached as Annexure "A"** is a layout of the Woermann Haus building. A locality map indicating the area is attached as **Annexure "B"**.

2. **Current Situation**

Since the resolution was passed by Council, the Property Section attending to the following:

2.1 **Valuations**

On **02 February 2022**, valuations were requested from Council's valuator and an additional valuer in order to determine a market valuation for the property (**Annexure "C"**). Although the current zoning is "*Local Authority*", the valuers were requested to base their valuation on an assumed "business" zoning. The strict limitations based on the heritage rating will also be taken into consideration. The valuations are still outstanding and the valuers were reminded of such.

In terms of the 2020 General Valuation Roll (based on a zoning of “*Local Authority*”):

<i>Land Valuation</i>	:	N\$ 3 006 000.00
<i>Building Valuation</i>	:	N\$ 4 479 000.00

2.2 Town Planning Requirements

A memorandum dated **11 March 2022** was issued to the Engineering & Planning Services Department requesting comments on the following:

1. *Heritage Grading*
2. *Zoning*
3. *Parking Requirements in terms of the zoning*
4. *Whether the required parking is available on the erf; if not, where can the shortfall be allocated*

Comments were received per memo dated **11 March 2022** attached as **Annexure “D”** confirming that Erf 1308, Swakopmund Proper is zoned “*Local Authority*” and in terms of the Swakopmund Zoning Scheme, under the said land-use zone, no parking requirement has been specified.

The property must be rezoned from the current zoning to a suitable zoning, probably for “General Business” and parking will be calculated accordingly.

The Heritage rating for the property is grade A, 100%. This is to the highest possible heritage rating indicating its historic value and means the building must be maintained as is inside and outside.

3. Discussion

3.1 Development Proposals opposed to Closed Bid Sale

Council’s decision passed on **30 September 2021** requires an invitation to development proposals. Standard practice for the allocation of land in terms of a development proposal is that a purchase price is determined and fixed and the allocation is done based on the development proposals received, and not the highest bidder. Criteria selection need to be developed to guide the process of selecting the winning proposal and to guide the proposes in drafting their proposal. Holding the developer to the proposed development in a fickle economic environment, is a major challenge

If however, the property is sold by closed bid to the highest bidder, the developer is guided and restricted only in terms of the zoning of the property, and the heritage rating.

3.2 Purchase Price opposed to Upset Price

Should Council remain with its decision to call for development proposals, the purchase price must be fixed. Valuations have been requested but have not been received to date. In terms of Council's Property Policy the purchase price will be determined at the average of the two valuations.

3.3 Town Planning Requirements

It is necessary to decide on an appropriate zoning for the required parking to be determined in terms of the Town Planning Scheme. Erf 1308, Swakopmund does not have onsite parking available, and it will be necessary to identify parking in the vicinity which can be allocated and be included in the deed of sale.

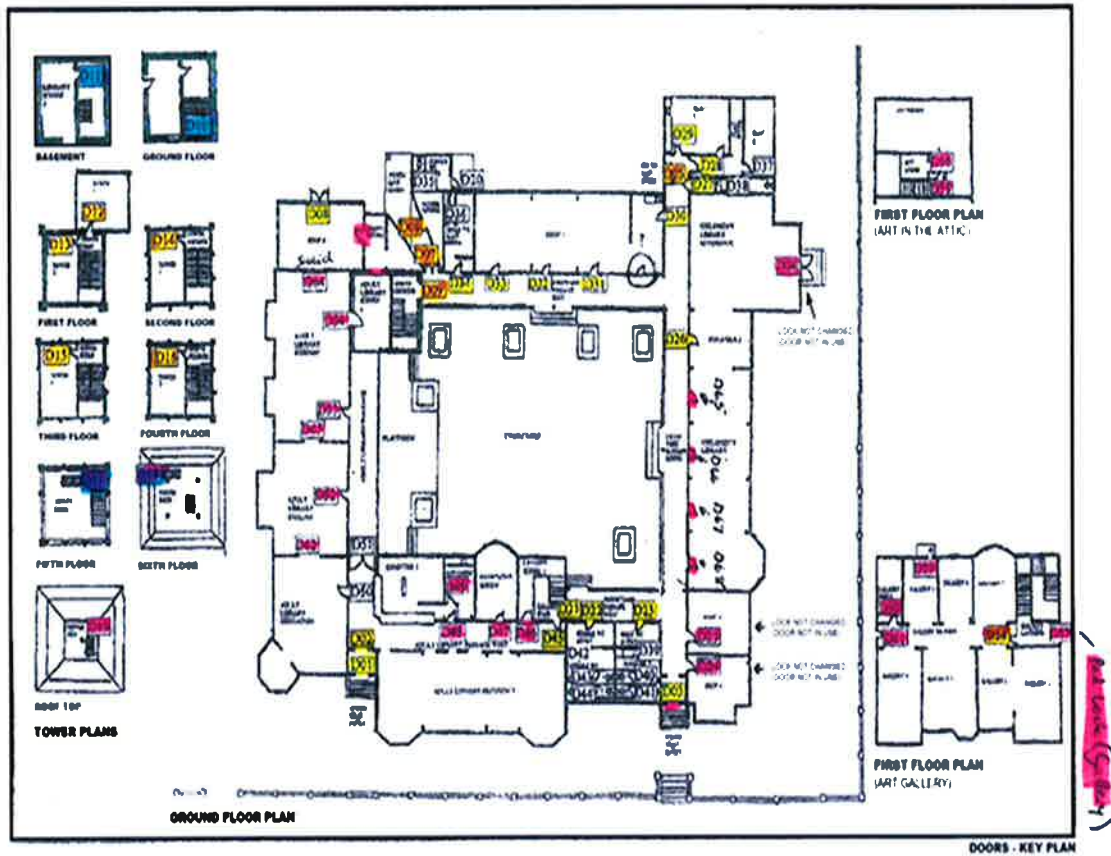
It is further pointed out that Erf 1308, Swakopmund has the highest heritage rating which to a great extent hampers any changes to the structure and façade of the building.

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

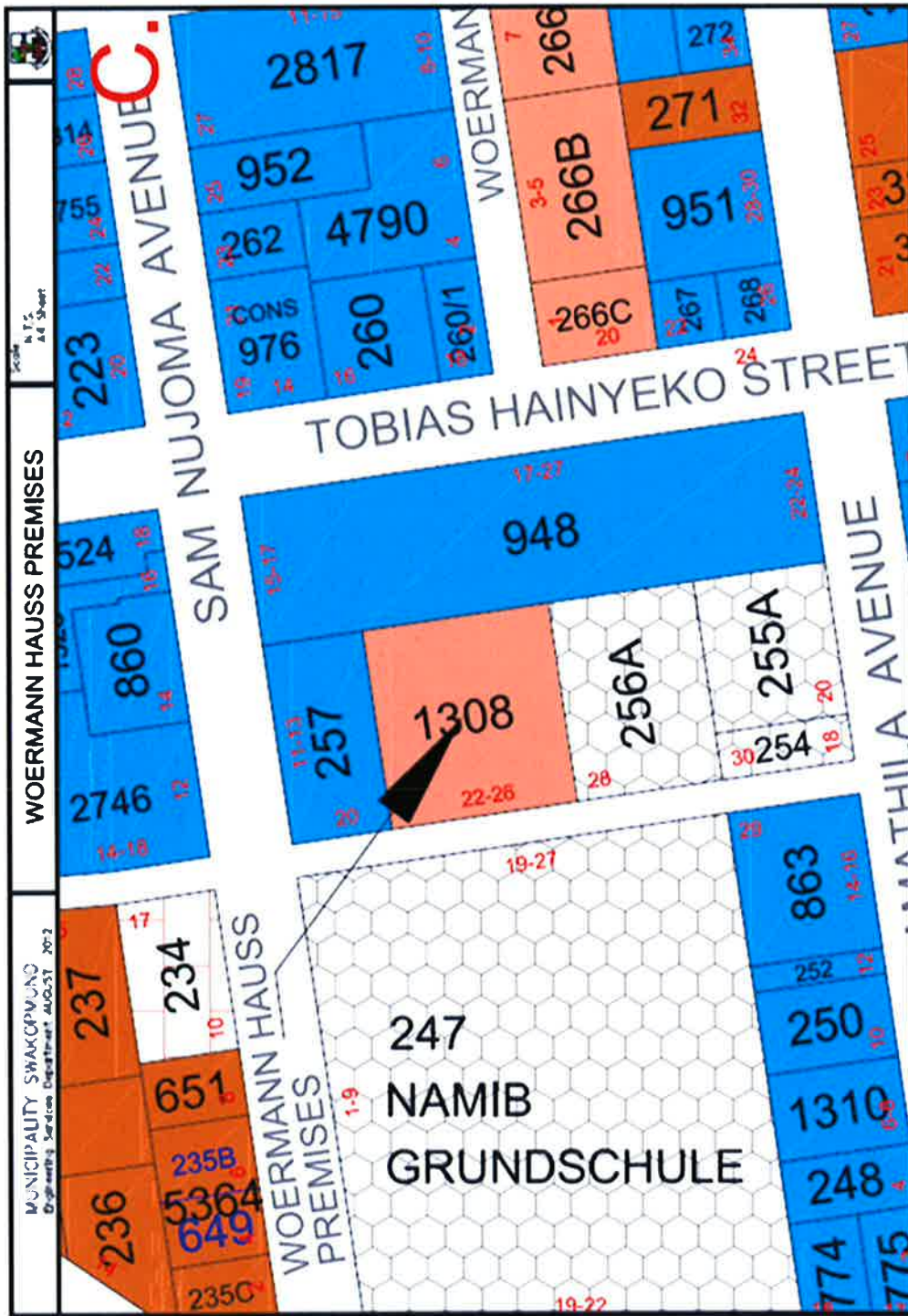
RECOMMENDED:

- (a) That Council confirms its decision of 30 September 2021 under item 11.1.7 whereof the Woermann Haus 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 an "*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
-

ANNEXURE "A"



ANNEXURE "B"





Ref No: 13/3/1/3/1308, E 1308

MUNICIPALITY OF SWAKOPMUN

 (064) 4104215
 088 614 514
 53 Swakopmund
 NAMIBIA
 www.swkmun.com.na
 enakale@swkmun.com.na

Enquiries: E Nakale

To : The Trust & Estate Co (Pty) Ltd
Attention : Mr D Hite
E-mail : dhite@mweb.com.na

To : Ludwig Schröder Estate Agents
Attention : Ms A Schöder
E-mail : info@schroeder-estate.com.na

From : General Manager: Corporate Services & HC (Acting)
Date : 02 February 2022
Ref No : 13/3/1/3/1308, E 1308
Pages : 3 pages

Dear Sirs

MARKET VALUATION FOR ERF 1308, SWAKOPMUND

Council intends to invite proposals for the sale of the Woermann Haus.

Council on 30 September 2021 under item 11.1.7 passed the following resolution:

- (a) ...
- (b) ...
- (c) ...
- (d) ...
- (e) ***That the Council resolution passed on 29 May 2008 under Item 11.1.2 be repealed and that Council invites proposals from the public for the purchase of the entire Woermann Haus building.***

Kindly provide the probable market value for Erf 1308, Swakopmund assuming a business zoning.

Attached a map indicating the location of the Erf 1308, Swakopmund.



MEMORANDUM

OFFICE OF ENGINEERING AND PLANNING SERVICES

To: *The General Manager: Corporate Services & Human Capital*
From: *The General Manager: Engineering & Planning Department*
Date: *11th March 2022*
Reference: *E 1308*
Subject: *Sale of Erf 1308 Swakopmund Proper: Woermann Haus*

Your memorandum dated 1 March 2022, bears reference,

Kindly take note that Erf 1308, Swakopmund Proper is zoned "local authority". In terms of the Swakopmund Zoning Scheme, under that land-use zone, no parking specification has been made. Therefore, parking provision on "local authority" zoning should be what deems as adequate and appropriate by Council.

If the property in question is to be sold, it must be rezoned from the current zoning to a suitable desired zoning. Parking requirement must be based on what is applicable in terms of the intended zoning and should there be a deficit for any new proposed development, the developer is then obliged to comply with requirements or provide the alternative for the shortfall.

Note has been taken valuations to determine the market value have been requested. However, it is not clear whether the request is being based on the current zoning or intended zoning of the property in question.

The Heritage Rating for the property is Grade A, 100%. This equates to the highest possible heritage rating indicating its historic value.

Swakopmund Municipality
 2022-03-14
 C McClune
 General Manager
 Engineering and Planning Services

GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES

AL/JH

→ (C/P)
 To wife please

11.1.5 **ERF 3291, MONDESA: APPLICATION TO WAIVE PRE-EMPTIVE RIGHT**
(C/M 2022/06/30 - M 3291)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 7.7 page 74 refers.

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

1. Introduction

The attached letter dated **03 February 2022 (Annexure “A”)** from Mr Andreas and Mrs Claudia Gaweseb (hereinafter referred to as “Mr Gaweseb”) requesting permission to sell the undeveloped Erf 3291, Mondesa as they are unable to develop it due to their current ailing health. The couple is age 71 and 73 respectively.

Mr Gaweseb applied to Council to waive the restrictive condition that the erf may not be sold unless it has been improved.

Receipt of their application was acknowledged on **11 May 2022**.

2. Background

2.1 During March 2013, development proposals were invited from the public for purchasing and developing Erven 3289, 3290 and 3291, Mondesa.

A map indicating the location of these erven is attached as **Annexure “B”**.

After proposals were received and were considered, Council on **05 September 2013** under item 11.1.1 among other approved to sell Erf 3291, Mondesa measuring 4 504m² to Mr Gaweseb at a purchase price of N\$ 720 000.00 (N\$159.85/m²) to develop low-cost residential accommodation and a small charge office with the aim to be leased to NAMPOL.

The erf was registered with the following conditions in the title deed:

1. *The transferees, their successors- in title, executors and heirs shall not be entitled to alienate the property or any part thereof unless it had been improved, the minimum building value of the main building equal to 4 times the municipal vale.*
2. *Unless the property has been improved as stipulated above within 48 months from date of transfer into the names of the transferees, the property shall at the option of the transferor revert to the transferor.*

Erf 3291, Mondesa was transferred to Mr Gaweseb on **25 March 2014**.

2.2 In **2015**, Mr Gaweseb applied to rezone Erf 3291, Mondesa from “General Residential 2” with a density of 1:300 to “General Residential 2” with a density of 1:100 to be able to construct 45 town houses on the erf. The rezoning was approved by Council

on **26 June 2015**, under item 11.1.11 and it was included in Amendment Scheme No. 60 which was approved by the Minister of Urban and Rural Development in **June 2017**.

Subsequent to the above, Mr Gaweseb applied for extension of time of 36 months to develop the erf until **March 2021**. The application was approved by Council on **28 March 2018**, under item 11.1.10 for the applicant to complete the building on Erf 3291, Mondesa by **25 April 2021**. The due date occurred during the pressing Covid-19 period.

An addendum for the extension period of 36 months was signed by both parties on **07 August 2018**.

- 2.3 Exercising Council's option of retransfer as per clause 2 above will not benefit Council or the owner. Council will have to refund Mr Gaweseb N\$720 000.00 and it might take considerable time to successfully sell the erf zoned "General Residential 2" and recover the amount. As for Mr Gaweseb, they have incurred costs such as transfer, bond registration, interest on their loan and municipal services which will reduce the actual amount they receive from Council

3. Discussion

The Gaweseb is requesting that Council waives the restrictive right in order to sell Erf 3291, Mondesa to a third party as they have no income to develop the property since they are pensioners, and their health condition has deteriorated.

They state in their letter that they had an intention to develop the erf, however due to their health deteriorating badly for the past two years as well as the economy they were unable to fulfil the commitment. Therefore, they need Council's permission to sell the erf to generate income to survive and pay their medical accounts. Attached as **Annexure "C"** a letter from Cottage Family Practice confirming that Mr Gaweseb have a medial account with them for chronic treatment. No other financial proofs were provided by Mr Gaweseb that they are unable to develop the erf.

Mr Gaweseb's municipal service account is in arrears in the amount of N\$ 26 717.86 as per statement of **20 April 2022**. It is therefore suggested that Council allows Mr Gaweseb to sell Erf 3291, Mondesa to a third party due to their health condition and their advanced age.

Due to the current economic situation and Covid-19 pandemic that had a negative impact on many businesses, Council waived various applications of pre-emptive and or restrictive rights based on the merit of the application.

With reference to Erf 3289, Mondesa which is one of the three erven for which development proposal were invited, Council waived the restrictive condition of alienation as per following resolution passed on **30 July 2020** under item 11.1.24:

That Council waives Clause 7.1.3 in the Deed of Sale and grant permission to Ms Josephina Ipupa Kasheeta to sell Erf 3289, Mondesa to a 3rd party although not developed.

Considering the above resolution, it is suggested that the application of Mr Gaweseb be approved in the same manner as of Ms Kasheeta.

In addition to the above Council waived its first right of refusal to acquire Erf 4857, Swakopmund (industrial erf). On **29 October 2020**, under item 11.1.1, Council approved on merit of old age as a reason to waive the right.

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

RECOMMENDED:

- (a) That Council waives the restrictive right registered over Erf 3291, Mondesa and accepts the motivation given by Mr Andreas and Mrs Claudia Gaweseb that due to their ailing health and their advanced age they cannot comply with their commitment.**
 - (b) That Council permits Mr Andreas and Mrs Claudia Gaweseb to sell their undeveloped Erf 3291, Mondesa to a third party.**
-

19*03*09-3291

ANNEXURE 'A'

The Chief Executive Officer
Municipal Council of Swakopmund
P.O. Box 53
Swakopmund
Namibia



16 March 2022

WAIVER: REQUEST FOR CONSENT TO WAIVER THE CONDITION TO SELL ERF 3291 MONDESA WITHOUT IMPROVEMENTS

I, Mr Andries Gawaseb id no 49082500418 residing at erf no 3281 Garnet Ave, Swakopmund, herewith plea to the council of Swakopmund Municipality to re-consider the condition on erf 3291 to sell without the improvement of the property Mondesa, due to the crucial circumstances.

1. I, Mr Andreas, has advanced in aged and me and my wife's health condition has deteriorated so drastically especially in the last 2 years, and foresee that due to my health conditions, I will not be able to fulfill my commitment to the end of the construction and development planned on erf 3291 Mondesa.

Should you wish to have a medical history of myself and my wife see proof thereof.

Thanking you in advance for your positive and urgent re-consideration.

ANDREAS GAWESEB

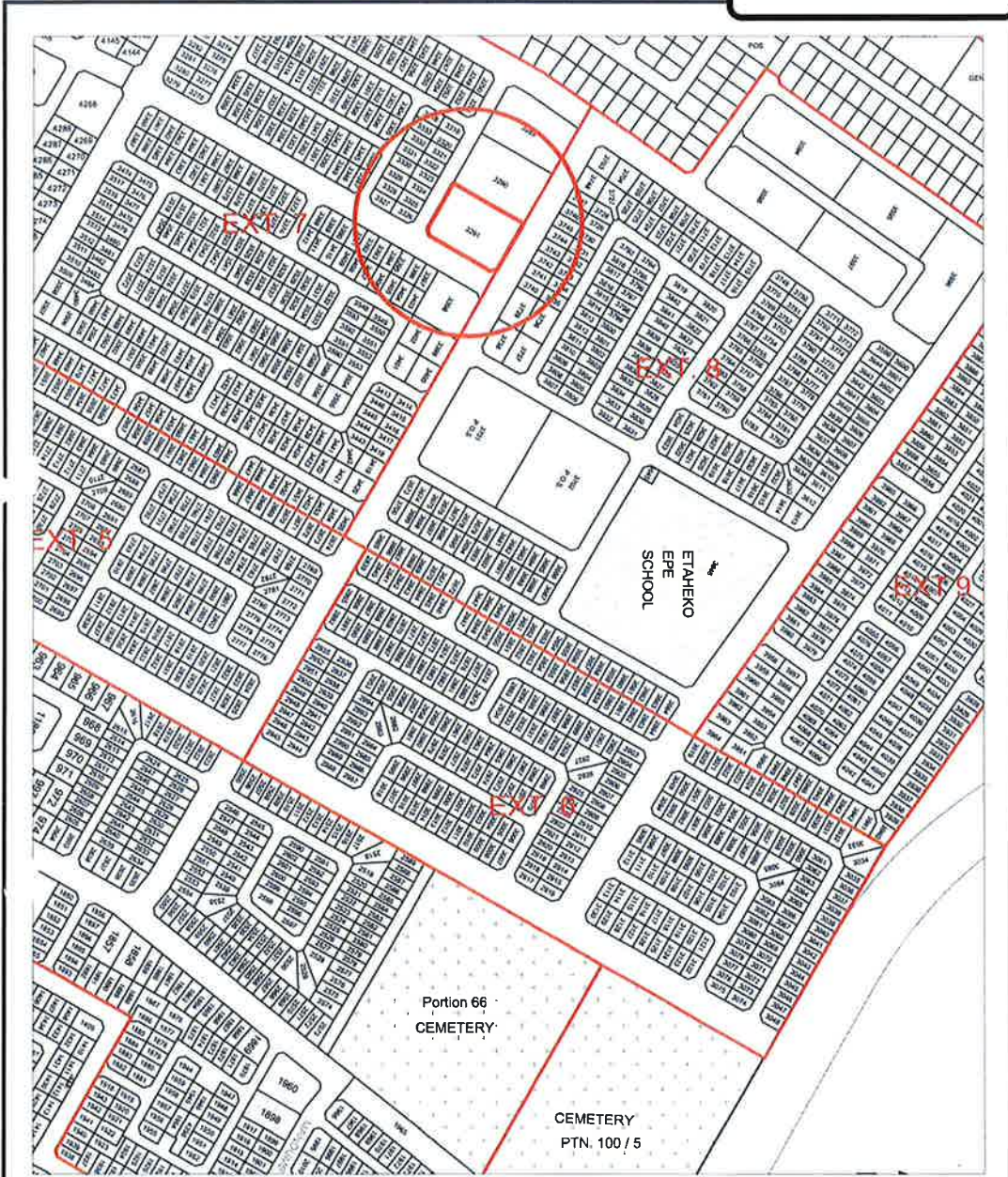
081 289 3961

Andreasgaweseb123@gmail.com

CLAUDIA GAWESES

081 339 0610

ANNEXURE "B"



SCALE: 1: 5000

DATE: JUNE 2014

PLAN NO. 3291 REZ loc



LOCALITY PLAN OF ERF 3291, EXTENSION 7

MONDESA, SWAKOPMUND

WINPLAN

Tel: (061) 248 761 Fax: (061) 248 953

P O Box 00761, Klein Windhoek, Namibia

1 Jan Jonker Road, Klein Windhoek, Namibia



ANNEXURE "C"

Cottage Family Practice

Dr. MD. Meintjes, Dr. C.C.S. Du Toit & Associates
Practice Number 050 000 0474932
P.O. Box 1290, Swakopmund, Namibia
Telephone (09264-64) 465000, Fax (09264-64) 462348
Email: familypractice@iway.na

15 March 2022

TO WHOM IT MAY CONCERN

RE: MR ANDREAS GAWESEB DOB: 25/08/1949
MRS CLAUDIA GAWESES DOB: 19/04/1951

I hereby wish to confirm that the above-mentioned patients are well known to me and are on expensive chronic medication and their monthly medication account amounts to N\$2370.00 (excluding acute medication).

Should you have any questions, please do not hesitate to contact me.

Sincerely,



MD Meintjes

Cottage Family Practice
DR. M.D. Meintjes
Practice No: 0140001429000
PO Box 1290, Swakopmund, Namibia
Tel: 064 - 465 000 - Fax: 064 - 462348
Email: familypractice@iway.na



Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

GAWESEB A&C
P O BOX 3552
VINETA
9000

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2022/04/20
Account Number	70329100011
Reference	20220421-24393
Deposit	

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
5	5	0.000	03/19	BALANCE B/FWD		0.00	26156.20	26156.20
			04/04	000018 RECEIPT		0.00	2000.00	2000.00
			04/20	WA RATES GENERAL	NAS	0.00	2103.00	2103.00
			04/20	WA CONSUMPTION DOM	ZER	0.00	0.00	0.00
			04/20	RF DOMESTIC	ZER	0.00	112.00	112.00
			04/20	SE BASIC DOMESTIC & SEC T1	ZER	0.00	136.00	136.00
			04/20	SU FIRE BRIGADE SERV - RES	EXP	0.00	2.00	2.00
			04/20	DISPOSAL FEES DOM	EXP	0.00	6.00	6.00
			04/20	SD CLEANING SERV	EXP	0.00	16.00	16.00
			04/20	WA BASTC 020 MM DOM	ZER	0.00	126.66	126.66
			Total			0.00	26717.66	26717.66

Meter Readings Dates

Previous	Current
2022/03/09	2022/04/08

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	19032.88	2561.66	2561.66	2561.66	26717.66

MESSAGE

PLEASE NOTE: THE ACCOUNTS ARE PAYABLE ON OR BEFORE 9 MAY 2022.

Property Information				Details of Property Assessment			
Stand No.	00003291	Ward	1	Valuation			
Township	001.070 MONDESA			Land	Improvements		
Street Address				1800000.00			
Portion	00000			Building Clause		Date	
Area	4504			Valuation			
Unit	001/070/00003291/00000/0000/0000			Annual Levy			

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2022/05/09
GAWESEB A&C	Account No.	70329100011
REMITTANCE ADVICE	Amount	26717.66

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519140
E-Mail for confirmation: payments@swkmun.com.na

11.1.6 **APPLICATION TO ACQUIRE ERF 5229, EXTENSION 15, SWAKOPMUND TO DEVELOP A SCHOOL FOR VISUALLY IMPAIRED SCHOLARS**

(C/M 2022/06/30 - E 5229)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 8.1 page 03 refers.

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

1. Introduction

An application dated **19 April 2022** was received from the Promiseland Trust to acquire Erf 5229, Swakopmund for the establishment of a school for visual impaired scholars (**Annexure "A"**).

The purpose of this submission is for Council to consider the application received from Promiseland Trust to acquire Erf 5229, Swakopmund for the establishment of a school and hostel for visually impaired scholars. This application is unique in the sense that it will benefit a majority group of special needs scholars, being the visual impaired in the community.

Attachments:

Annexure "A"	: Letter dated 19 April 2022 received from Promiseland Trust.
Annexure "B"	: A map indicating the location of Erf 5229, Swakopmund.
Annexure "C"	: A letter from the Ministry of Finance confirming that Promiseland Trust is a welfare organisation.
Annexure "D"	: Letter dated 22 April 2022 confirming their support to Promiseland Trust.
Annexure "E"	: Standard of Conditions of sale for the sale of land zoned "institutional" to welfare organisations.
Annexure "F"	: Information regarding Promiseland Trust (provided with a previous application by them)

2. Description of Erf 5229, Extension 15, Swakopmund

Erf 5229, Swakopmund was created by the establishment of Extension 15 by Manah Enterprises CC and is zoned "institutional". Ownership of the erf is vested in Council in terms of Title Deed No. T 2251 / 2011.

In term of Town Planning Amendment Scheme 12 a zoning of "institutional" permits the following:

Zone	Purpose for which land may be used	Purposes for which land may be used and buildings may be erected and used with the special consent of the Council only
<i>Institutional</i>	<i>Institutional Building</i>	<i>Dwelling House, Place of Assembly</i>

"INSTITUTIONAL BUILDING" means a building or portion of a building used or intended to be used as an old age home, crèche, public or private school, community hall, religious or charitable institution and / or the administration

thereof, and includes a hospital, clinic or dispensary, whether private or public, used in connection therewith, but does not include:

- (a) a hospital, sanatorium, dispensary or clinic for the treatment of infectious or contagious diseases, or
- (b) premises for the detention of mentally disordered persons, or
- (c) a mental hospital.

The cost for installation of services to Extension 15 was determined at N\$167.00 / m² in 2012 of which amount is not subject to escalation if sold to a non-profit organisation and also subsidized by 50%. Calculated for Erf 5229, Swakopmund the purchase price for the erf if sold to a non-profit entity is 1 856m² x N\$83.50 / m² = **N\$154 976.00**).

3. Promiseland Trust

Promiseland Trust is registered as a welfare organisation (**Annexure "C"**). This is their second application to Council. Their previous application was not considered due to unavailability of suitable serviced land zoned "*Institutional*" and especially the large size they intended to acquire from Council at the time. As explained in their letter they no longer require such large surface area as some of their activities will be accommodated by Pro-Ed Academy located across the street (see **Annexure "D"**, confirmation by Pro-Ed Academy).

The Promiseland Trust indicated in their current letter to Council that they have an incorporation agreement with Pro-Ed Academy (**Annexure "D"**). Promiseland Trust states that they are in partnership with charitable trust founded by a Swakopmund resident and that the trust has sufficient resources for the funding of their entire project for the period of the first ten years.

The Chairman of Promiseland Trust verbally confirmed on **11 May 2022** that should Council approve the application, ownership of Erf 5229, Swakopmund will be vested in Promiseland Trust (second last paragraph of their letter is ambiguous).

4. Previous Application by Jubli Trust

An application from Jubli Trust was considered during 2016 to acquire Erf 5229, Swakopmund for the establishment of a hostel for Pro-Ed Academy. The application was not pursued by the developer.

At the time, **27 January 2016**, Traffic Section confirmed that children can cross the road safely between Pro-Ed Academy and Erf 5229, Swakopmund if a pedestrian crossing is constructed.

5. Proposal

Due to the uniqueness of the project, it is proposed that Council favourably considers the application by Promiseland Trust for the benefit of the visually impaired scholars in the region.

The trustees are indicated at the bottom of their letter attached as **Annexure "A"**. Attached (**Annexure "E"**) is the standard conditions of sale applicable for the sale of land zoned "institutional" to a welfare organisation.

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

RECOMMENDED:

- (a) That Council approves the application by Promiseland Trust to purchase Erf 5229, Extension 15, Swakopmund to construct facilities for visually impaired scholars.**
 - (b) That Promiseland Trust provides their trust deed for purposes of transfer of ownership of Erf 5229, Extension 15 to them (they are registered as Promiseland Trust).**
 - (c) That Council takes note that Promiseland Trust will be incorporated under the umbrella of the operating license of Pro-Ed Academy by agreeing that certain of their facilities will be open to being used by Promiseland Trust.**
 - (d) That the standard conditions of sale in terms of Council's Property Policy for the sale of land to welfare organisations be applicable to the sale (attached as Annexure "E").**
 - (e) That the purchase price for Erf 5229, Extension Swakopmund be approved at N\$154 976.00 (calculated at N\$83.50 / m² x 1 856m²) (N\$167.00 x 50% = N\$83.50).**
 - (f) That Promiseland Trust pays a deposit in the amount of N\$10 000.00 to cover the cost of publication in terms of the Local Authorities Act 23 of 1992, and any other cost of which the balance (if any) will be refunded.**
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P.O. Box 5220,
Walvis Bay, Namibia
Contact:
+264 81 398 9641
Email:
management@promiselandtrust.com na
www.promiseland.com na

19 April 2022

The Chief Executive Officer
Municipality of Swakopmund
PO Box 53
Swakopmund

Attention: Mr A Benjamin
Mr A Platjle



Dear Mr Benjamin

Re: Response- Application by PromiseLand Trust for Land for School for Visually Impaired.

We refer to the above application, as well as your response letter dated 18 October 2021 under Ref no 16/1/4/2/1/15.

We would like to sincerely thank the Municipality for the sympathetic response for our proposed project.

In the light of our ongoing search for land and based on our consultations with the Municipality in this regard, we are pleased to confirm to you that Pro-Ed Academy in Swakopmund has decided formally to become part of the project by agreeing that the School for the Visually Impaired (SVI) will be incorporated under the umbrella of their operating license and also by agreeing that certain of their facilities will be open to being used by the new school. Pro-Ed Academy has further offered very generously and at no cost to provide administrative assistance and various other forms of non-financial support.

The Pro-Ed Academy support will have significant benefits for SVI such as

- Assistance with recruiting and training academic staff
- Sharing administrative resources at the beginning of the project

Our Trustees:

Yvette Greeff
Chairperson

Audrey Van Antwerpen
Vice Chairperson

Trudi van Rooyen
Jon Allen

Michelle Wilson

Brynard Kotze
Tobi Nel

Dries van Zyl



- Providing a stable and sympathetic environment for the visually impaired learners to be part of and to learn to interact with everyday surroundings
- Making available limited space for the initial classrooms to be built and financed by our project

The SVI will, however, need more space of its own, not only to provide the classrooms and other buildings beyond the requirements of the first year, but most importantly also for the building of a hostel to house the visually impaired children, due to the fact that we anticipate that the parents of many of the coastal learners will not be able to afford the cost of transporting the children to and from school every day. Moreover, learners will come from all over Namibia and will need to be housed.

Clearly, the hostel and other infrastructure would have to be in close proximity to Pro-Ed Academy.

We have identified the following plot which belongs to the Municipality and which is ideally situated across the street from Pro-Ed Academy. This is Erf 5229 – Ext 15 Swakopmund, measuring approximately 1855 m2.

We hereby apply formally to acquire the above property from the Municipality of Swakopmund and implore your good selves to consider this request with the same sympathy and support which the Municipality has thus far demonstrated to our cause.

We would like to bring to the attention of the Municipality that in this project PromiseLand is in partnership with a charitable trust, founded by a Swakopmund resident. This trust has sufficient resources to fund the initially required capital investment, including the acquisition of the required land, as well as budgeted operating costs for the first ten years of the school's existence.

Should our request to acquire Erf 5229 be favourably considered by the Municipality, the property will be registered in the name of a Section 21 company funded by the above-mentioned charitable trust.

If the Municipality requires any additional information or further motivation, we are ready and available at any time to provide same.

Kind Regards



pp
Yvette Greeff
Chairman of the PromiseLand♥ Trust

Our Trustees

Yvette Greeff
Chairperson

Audrey Van Antwerpen
Vice Chairperson

Trudi van Rooyen
Jon Allen

Michelle Wilson
Tobi Nel

Brynard Kotze

Dries van Zyl





TRUST MONIES PROTECTION ACT 34 OF 1934

AMENDED TRUST CERTIFICATE

No. T 167/09

I CERTIFY that the Trust known as:

PROMISELAND TRUST

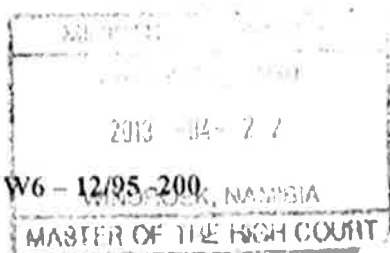
constituted under.....DEED OF TRUST.....dated 22 APRIL 2009 protocol no:

...N/A.....has been registered in my office on 26 MAY 2009

I FURTHER CERTIFY that the Trustees of this Trust, viz:

- 1. TOBIAS NEL
- 2. JEREMIA BRYNARD KOTZE
- 3. MAGDA NEL
- 4. PIETER GREEFF
- 5. TRUDI JANE VAN ROOYEN
- 6. RONNIE JOHN EINBECK
- 7. BEATE MAGANO MUTEKA
- 8. MARINDA VAN WYK

Have not been called upon to furnish security/ have furnished security to my satisfaction in terms of Section 3(1) of Act 34 of 1934.



.....
DEPUTY MASTER OF THE HIGH COURT

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Promiseland Trust
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TRUST DEED
OF THE
PROMISELAND TRUST

MEMORANDUM OF AN AGREEMENT IN RESPECT OF A DONATION IN TRUST
MADE AND ENTERED INTO BY AND BETWEEN

TOBIAS NEL

☺ hereinafter referred to as the FOUNDER ☺

AND

TOBIAS NEL

JEREMIA BRYNARD KOTZE

MAGDA NEL

PIETER JOHANNES LOUW

JOHANNES HENDRIK BOTHA

and

MARTIN LAUBSHER

☺ hereinafter referred to as the TRUSTEES ☺

FOR THE BENEFIT AND FOR THE ADVANCEMENT OF:

THE PURPOSE DESCRIBED AS SUCH IN PARAGRAPH 3 OF THE TRUST
DOCUMENT

☺ hereinafter referred to as the PURPOSE ☺

[Handwritten signatures and initials]

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WHEREAS the founder wishes to create a trust by way of a donation to the trustees, not for gain, but for the purpose of establishing a non-profitable trust to address the social needs of the local community of Kuisebmond and Tundani suburbs in Walvis Bay, and any other similar projects within the parameters of the said purpose, subject to the terms and conditions laid down by the founder and contained in the trust deed;

AND WHEREAS the trustees have declared themselves prepared to accept and to hold and manage the donation for the purpose, subject to the terms and conditions laid down by the founder and stipulated in the deed;

THEREFORE THIS DEED PROVIDES AS FOLLOWS:

1. DEFINITIONS

- 1.1. In this trust deed, unless the context clearly otherwise indicates:
- 1.1.1. the singular shall include the plural and vice versa and words importing any gender shall include the other gender;
- 1.1.2. any reference to persons shall include legal persons and trusts;
- 1.1.3. any reference to a company shall include a close corporation or other legal person and a reference to share shall include a member's interest, if applicable.
- 1.2. The hereinafter mentioned words and concepts shall have the following meanings:

TRUSTEES refers to the incumbents of the office of trustee and includes the first trustees acting in this capacity and any subsequent trustees appointed to the office of trusteeship;

TRUSTEESHIP refers to the office held by the trustees of the trust.

TRUST PROPERTY means:

- (a) the donation referred to in paragraph 4 hereafter; and
- (b) any other assets or rights which the trustees, in their capacity as such, may acquire with respect to donations, bequests or property acquired in any other manner or from whatever source.

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**TRUST PROPERTY
or TRUST CAPITAL**

means the assets and capital of the trust, consisting of the trust and including any part of the net income which is not distributed and is accumulated to the capital but after deducting the aggregate of -

- (a) the liabilities of the trust, both actual and contingent; and
- (b) the sum of all provisions for renewals or replacement of assets and for liabilities (actual or contingent) the amount of which cannot be determined with substantial accuracy;

INCOME

has a wide connotation and includes all receipts not of a capital nature;

TRUST DEED

refers to this document as a whole;

VESTING DATE

means the date on which the trust fund or part thereof will be utilised for the purpose for which this trust has been created. The VESTING DATE shall be any of the following dates:

- (a) the date on which the trustees make interim distributions of capital in terms of the powers vested in them;
- (b) the date which the trustees may in their sole discretion determine as the vesting date with respect to a portion or the whole of the trust fund.

2. CREATION AND NAME OF TRUST

By way of the donation to the trustees for the purpose referred to hereinafter, a trust is hereby created which shall be known as the PROMISELAND TRUST.

3. PURPOSE OF THE TRUST

The main purpose of the trust will be to utilise the trust funds, not for gain, but to address the social needs of the local community of Kuisebmun and Tutaseni suburbs in Walvis Bay, specifically focussing on the following:

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- 3.1 Providing in the physical needs of orphans and street children in terms of food, medical care and shelter;
- 3.2 Providing the poor with skills and support to become self-dependent, through establishing a training facility for women and men teaching craft skills, business skills for entrepreneurs and business tools in order to secure financing in order to realize any business venture;

or any other similar object as identified by the Founder and Trustees from time to time.

The trust will be managed under the stewardship of the Walvis Bay Community Church.

4. DONATION

The founder hereby donates to the trustees an amount of N\$100,00 (ONE HUNDRED NAMIBIAN DOLLAR), which donation is made and accepted by the trustees for the purposes of the trust, and which donation shall be the initial trust fund of the trust. Any subsequent additions to the trust fund, irrespective of the source from which such additions are derived, shall, if they are accepted by the trustees, form part of the trust fund and be held and administered by the trustees subject to the terms contained in the trust document.

5. VESTING OF RIGHTS TO TRUST PROPERTY

On acceptance by the trustees of their trusteeship in terms of the trust deed and the abovementioned donation, the trustees immediately have a claim against the founder for the delivery of the donation and have the right and are bound to ensure that the donation is received by them. While the trust is in operation the trustees are hereby obligated to take possession of all the trust assets including title deeds and other documents and to ensure their preservation and safekeeping for the duration of the trust.

6. PROVISIONS CONCERNING THE NUMBER OF TRUSTEES, TERMINATION OF OFFICE AND SUCCEEDING TRUSTEES

6.1. The first trustees of the trust are:

- ① TOBIAS NEL
- ② JEREMIA BRYNARD KOTZE
- ③ MAGDA NEL
- ④ PIETER JOHANNES LOUW

Handwritten signatures and initials are present next to the trustee list, including a large signature that appears to be 'Tobias Nel' and other initials.

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④ JOHANNES HENDRIK BOTHA

④ MARTIN LAUBSHER

- 6.2. The appointment and resignation of a trustee shall be approved by the Management Committee of the Walvis Bay Community Church.
- 6.3. There shall at all times be a minimum of TWO (2) trustees in office, provided that if there is only one trustee as a result of the resignation or death of a co-trustee, the remaining trustee will be authorised to exercise all the powers of trustees for the maintenance and administration of the trust fund until such time as another trustee has been appointed, which appointment the trustee so in office shall make within THIRTY (30) days of the resignation or death of his co-trustee. Should he fail to do so, the auditor/accountant of the trust for the time being, shall ipso facto become a second trustee, and shall immediately appoint a suitable person to succeed him. While only one trustee is in office he shall not be entitled to pass a valid resolution for the distribution of the trust fund or portion thereof or for the variation of the trust deed.
- 6.4. On the written acceptance of his appointment as trustee, a co-trustee or succeeding trustee shall be vested with all the powers and be subject to all the duties of a trustee as if he had been one of the first trustees of this trust.
- 6.5. A trustee shall cease to act as a trustee:
- 6.5.1. if he resigns as trustee, which he is entitled to do by 30 (THIRTY) days written notice to his co-trustee(s) to this effect;
- 6.5.2. if he is certified to be mentally disturbed;
- 6.5.3. if his estate is sequestrated, either provisionally or finally, or if he surrenders his estate on behalf of his creditors or makes a compromise with his creditors;
- 6.5.4. if, in terms of the provisions of the Companies Act in force from time to time, he is disqualified from serving as a director of a company;
- 6.5.5. if the majority of the trustees in office resolve to discharge a trustee, which power shall not apply with respect to the first trustees.

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7. FURNISHING OF SECURITY BY TRUSTEES

A trustee serving as such, either as a first trustee, or as an additional or succeeding trustee, is exempted from furnishing security to the Master of the High Court, or any other person or body, in terms of the Trust Monies Protection Act, No. 34 of 1934, or in terms of any other statutory provision, for the proper performance of his duties as trustee.

8. ABSENCE OF A TRUSTEE

A trustee is entitled to nominate another person of his choice to act in his stead during his absence or inability to act, provided that the nominee is approved of by the other trustees in office.

If all the trustees in office are absent or temporarily unable to perform their duties as trustees, they shall be entitled by way of a joint proxy to nominate a person or persons to act as trustees for the duration of their absence.

An alternate trustee shall have all the powers and be subject to all the duties of the trustee represented by him while he is acting in this capacity.

9. RESOLUTIONS BY TRUSTEES

9.1. Whenever reference is made to the discretion of the trustees, such discretion means an exclusive and absolute discretion vesting in the trustees;

9.2. Trustees shall pass resolutions:

9.2.1. when there are more than two trustees, by way of an ordinary majority of votes,

9.2.2. when there are only two trustees, by way of a unanimous decision.

9.3. If a majority vote or unanimous resolution cannot be obtained, the dispute shall be referred to the President of the Law Society in the area of jurisdiction of the Master of the High Court where the trust is registered. The President of the Law Society will appoint an arbitrator. The arbitrator to whom the dispute has been submitted shall be entitled to determine the procedure to be followed in the arbitration proceedings and his decision shall be final and binding on the parties.

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10. EXECUTION OF DOCUMENTS

- 10.1. The trustees shall determine which trustee(s) will have signing powers regarding contracts, deeds and other documents relating to trust matters.
- 10.2. Signing powers of trustees with respect to the trust's bank account shall be regulated by the trustees.
- 10.3. A properly minuted resolution of the trustees is a prerequisite for any action in terms of 10.1 and 10.2.

11. PERSONAL INTERESTS OF TRUSTEES

The following provisions shall apply to a trustee having a personal interest in any trust matter, namely:

- 11.1. he shall disclose his personal interest to his co-trustees;
- 11.2. the co-trustees shall determine whether the trustee with the personal interest may participate in deliberations and/or vote on the issue concerned or not;
- 11.3. should he be allowed to take part in deliberations and/or to exercise his vote, his personal interest in the matter concerned, is irrelevant.

12. POWERS OF TRUSTEES

- 12.1. The powers of the trustees defined in this trust deed are powers which relate to that of the office of trustee, to enable them to administer the trust fund for the purpose described in paragraph 3 above. The extent of the powers vested in trustees must be interpreted subject to the main objective of the trust, namely for the purpose described in paragraph 3 above.
- 12.2. The trustees shall at all times be vested with such powers to deal with the trust assets which they in their exclusive discretion deem necessary to best control the trust fund within the main purpose of the trust. The main emphasis in the administration of the trust property is upon investment and not speculation and speculative transactions. Without restricting the general powers of the trustees, the trustees shall have powers to:
- 12.2.1. open a bank account (which shall include an account with any recognised financial institution) for the trust, draw cheques on such account or deposit moneys in it, to issue bills and guarantees in favour of third parties against the account and to hand to the bank, bills for collection in favour of the trust;

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- 12.2.2. buy, sell or exchange goods of any kind, movable and immovable, corporeal and incorporeal, shares, stocks, debentures and securities on such terms and conditions as the trustees may decide;
- 12.2.3. invest moneys which form part of the trust fund in such securities and on such terms and conditions as the trustees may determine;
- 12.2.4. retain existing investments or investments made by the trustees in that form or to re-invest in any other form;
- 12.2.5. grant loans to any person or institution of the trustees' choice, with or without interest against or free of security, or on such terms and conditions as the trustees may in their discretion determine, provided such loan(s) will benefit the main purpose of the trust;
- 12.2.6. negotiate loans in favour of the trust, with or without interest, with or without security, and on such terms and conditions as are agreed with the lender;
- 12.2.7. mortgage, hypothecate or grant a lien on any asset of the trust;
- 12.2.8. sell, let, improve, alter and maintain any fixed property forming part of the trust fund and if need be, to demolish fixed improvements and erect new improvements;
- 12.2.9. collect rent and cancel leases, and to evict a lessee from property belonging to the trust;
- 12.2.10. undertake township and sectional title development on trust property;
- 12.2.11. execute any act or deed relating to alienation, partition, exchange, transfer, mortgage, hypothecation or otherwise, in any deeds registry, mining titles office or other public office dealing with servitudes, usufructs, limited interests or otherwise; and to make any applications, grant any consents, and agree to any amendments, variations, cancellations, cessions, releases, reductions, substitutions or otherwise generally relating to any deed, bond or document for any purposes and generally to do or cause to be done any act whatsoever in any such office;
- 12.2.12. institute or defend legal actions;

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- 12.2.13. attend meetings of creditors of a private individual, company or body who is a debtor of the trust irrespective of whether the meeting is in connection with insolvency, liquidation or judicial management; to vote on any matter submitted to the meeting and generally, to exercise all the rights a creditor would have had in similar circumstances;
- 12.2.14. guarantee as surety or co-principal debtor, the due performance by any person or company for compensation or free of charge, and to bind an asset of the trust, as collateral security for this purpose, if such guarantee or suretyship should benefit the trust or its main objectives;
- 12.2.15. issue receipts, discharges or indemnities in respect of any repayment or discharge of obligations;
- 12.2.16. make use of the services of professional advisers and contractors for the affairs of the trust and to pay for such services out of the trust fund;
- 12.2.17. appoint employees at such wages and subject to such conditions of service as the trustees shall determine;
- 12.2.18. pay any costs incurred in connection with the administration of the trust out of the trust fund;
- 12.2.19. accept donations or bequests on behalf of the trust from anybody subject to the terms and conditions of this trust deed and subject to the terms and conditions attached to such donation and/or bequest;
- 12.2.20. carry on any form of business operation, including farming, in the name of the trust for profit or otherwise, alone or in partnership or association;
- 12.2.21. form companies in any part of the world for such purposes as the trustees may determine, to exercise the vote attaching to such shares vesting in the trustees and, generally, to exercise any or all of the rights a shareholder may have had in a company by virtue of the Articles of Association or by virtue of the Companies Act in force in the Republic of Namibia;
- 12.2.22. either solely or in conjunction with other persons, to cause any re-organisation, consolidation, merger or re-adjustment of the capital value of any of the said shares or of the shares of any company which may at any time be held as portion of the trust;

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- 12.2.31. apply on behalf of the trust for membership of a co-operative company or association or any other body or society and to enjoy the benefits derived from such membership and to subject the trust property to mortgage, pledge or hypothecation as security if so required;
- 12.2.32. ratify agreements entered into prior to the registration of the trust and to accept the rights and obligations under such agreements and indemnify the person who acted on behalf of the trust prior to its registration against all claims which may be brought against him;
- 12.2.33. make trust property available for the advancement of the purpose of the trust on such terms and conditions as the trustees shall determine;
- 12.2.34. apply to the Land and Agricultural Bank of Namibia (hereinafter referred to as the Land Bank) for a loan or loans against security of the trust assets, movable and immovable, subject to such conditions imposed by the Land Bank and accepted by the trustees;
- 12.2.35. exercise any powers granted to them in this deed in any country in the world.

13. EMPLOYMENT OF CAPITAL

The trustees are empowered, in their absolute discretion, to make any payments which they are empowered to make from the income of the trust, and from the capital if the income is insufficient for these purposes.

14. EMPLOYMENT OF INCOME

The trust is a discretionary trust as far as the employment, allocation and distribution of trust income is concerned, and the trustees may in their absolute discretion allocate income for the advancement of the main purpose of the trust, and in particular they are entitled to:

- 14.1. pay all costs incurred by the trustees in connection with the administration of the trust;
- 14.2. decide to whom any distributions in favour of any person or institution with similar objects as the trust, should be paid, and a receipt signed by such nominated person shall be deemed to be legal and proper evidence of receipt of such distribution;

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- 14.3. reimburse themselves out of the trust fund in respect of any expenses that they personally may have incurred in connection with the performance of their duties as trustees;
- 14.4. accumulate income in the trust fund in order to supplement the capital of the trust fund.

15. CREATION OF FURTHER TRUSTS

- 15.1. The trustees shall have the right to distribute the income and/or capital of the trust in the creation of a further trust for the benefit of the described purpose of the trust, on such terms and conditions as the trustees may deem fit.

Without in any way detracting from the generality of the foregoing, the trustees shall have the right to:

- 15.1.1. provide in such trust deeds for a VESTING DATE before or after the vesting date contained in this trust deed;
- 15.1.2. appoint separate trustees for such trusts.

The trustees will be relieved from any further responsibilities in respect of such amounts transferred out of the trust fund to such separate trusts.

16. DUTIES OF TRUSTEES

Apart from the common law duties which attach to the office of trustee, the trustees shall be subject to the duties enunciated in the Trust Monies Protection Act No. 34 of 1934, namely to:

- 16.1. ensure that the original trust document is filed with the Master of the High Court;
- 16.2. open a trust account with a banking institution in the name of the trust in which all moneys received by them for purposes of the trust shall be deposited;
- 16.3. take possession of all title deeds and documents relating to the affairs of the trust for safekeeping;
- 16.4. ensure that proper books are kept of the affairs of the trust;
- 16.5. keep all trust property separate and register it in the name of the trust so that it can be identified as trust property;

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- 16.6. refrain from holding or disposing of trust property for their personal benefit or for the benefit of their estates, and, generally to act in a prudent and responsible manner as can be expected from persons who are in charge of the affairs of another person.
- 16.7. notwithstanding the above stipulations, the trustees shall adhere to the following conditions:
- 16.7.1. to provide audited financial statements to the Management Committee of the Walvis Bay Community Church;
- 16.7.2. to obtain donations and sponsorships for the purpose of the trust as set out in paragraph 3 above;
- 16.7.3. to provide monthly progress reports to the Management Committee of the Walvis Bay Community Church;

17. TERMINATION OF TRUST AND DISTRIBUTION OF TRUST FUNDS

Subject to the definition of the VESTING DATE the trust shall continue for an indefinite period, provided that, upon the full realisation of the purpose of the trust, the trust shall be terminated by way of a unanimous decision between the trustees, the founder and the Management Committee of the Walvis Bay Community Church.

If the founder is no longer alive, the trust may be terminated by way of an agreement between the trustees and the Management Committee of the Walvis Bay Community Church.

Upon termination of the trust, all trust property and funds will be donated to a similar entity which will be determined by the Management Committee of the Walvis Bay Community Church.

18. ANNUAL FINANCIAL STATEMENTS

The trustees shall keep a proper set of books recording the affairs of the trust. The trust's financial year will close on the last day of February every year unless otherwise elected. At this date financial statements will be prepared which will be subject to annual audit if the trustees deem it necessary.

The trustees shall be entitled to appoint an accountant (hereinafter referred to as the accountant of the trust) to undertake the functions referred to above.

Should the trustees decide that the books of the trust or any part thereof should be subject to audit, they will be entitled to appoint a Chartered Accountant (Namibia) (hereinafter referred to as the auditor of the trust) for this purpose.

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19. PERSONAL LIABILITY OF TRUSTEE

The trustees shall only be liable personally for any loss which the trust may suffer if such loss was due to the failure of the trustees to act with the care, diligence and skill which can reasonably be expected of persons who manage the affairs of others. A trustee shall not be liable for a breach of trust committed by a co-trustee unless there was collusion between the trustees.

20. AMENDMENT TO THE TRUST DEED

The trust deed may be amended by agreement between the founder and trustees and, if the founder is no longer alive, by agreement between the trustees and the nominee of the founder.

21. REMUNERATION OF TRUSTEES

21.1. The trustees are entitled to remuneration for their services at a rate they deem equitable, provided such remuneration does not exceed the tariffs laid down by professional trustees for trustee services.

21.2. A trustee who is an attorney, accountant or other professional person shall be entitled to his normal remuneration for professional services rendered irrespective of the fact that he may be a trustee of the trust.

22. FOREIGN EXCHANGE CONTROL

No distribution or payment of trust income or capital shall be made by the trust which could constitute a contravention of the foreign exchange regulations of the Republic of Namibia.

23. TAXES

If the founder is taxed on any income received by or accrued to the trust, the trustees shall pay the tax assessed on such income out of the income of the trust and in the event of the founder having already paid the assessed taxes, the founder may have a claim for a refund of such payments against the trustees.

24. MEETINGS OF TRUSTEES AND RESOLUTIONS

24.1. The trustees shall meet from time to time to discuss and resolve the business of the trust. For this purpose the following shall apply:

24.1.1. At their first meeting the trustees shall elect one of their number to act as chairman and such chairman shall act in this capacity for such period as is laid down by the trustees.

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20090409

- 24.1.2. Resolutions passed at meetings shall be duly recorded and, for all intents and purposes, the procedure shall be as is prescribed by the Companies Act, and any subsequent amendments therein.
- 24.1.3. Every trustee has the right to call a meeting of trustees.
- 24.1.4. The trustees themselves shall determine policy and procedures to be followed at meetings.
- 24.2. A written resolution signed by all the trustees has the same legal implication as a resolution passed at a meeting of trustees.
- 24.3. The trustees shall meet at least once a year and pass resolutions allocating and/or distributing income earned during the preceding financial year. The trustees shall meet as soon as possible after the end of the financial year of the trust to exercise their discretionary powers. The resolutions distributing or allocating income will be retrospective to the last day of the immediately past financial year.
- 24.4. The Board of Trustees, in their administration of the trust and to enable them to give effect to any formal legal requirement, may authorise one or more of their number to sign all documents required to be signed for the execution of any transaction concerning the business of the trust. Any resolution certified by a trustee to be a true extract from the minutes of a resolution passed by all the trustees shall in all respects have the same legal force as a resolution signed by all the trustees.

25. LIMITATION RELATING TO FOUNDER

Notwithstanding anything to the contrary herein expressed or implied, no discretion or power conferred upon the trustees or any other person by this trust deed or by any rule of law or arising in consequence of the exercise of any power conferred upon the trustees by this trust deed, shall be exercised and nothing in this trust deed shall operate so as to cause or permit part of the capital of the trust to be or become payable to or applicable directly or indirectly for the benefit of the founder or his estate.

26. ACCEPTANCE OF DONATION

By subscribing their signatures to this trust deed, the trustees confirm their acceptance of the donation made by the founder and undertake to act in accordance with the provisions of this trust deed.

(Handwritten signatures and initials)
 SHM
 W
 E
 J
 S

THUS DONE and SIGNED at Wadhwa, Bar in the presence of the undersigned witnesses on this the 22 day of April 2009.

CDJR
Provinceland Trust
20090409

16

AS WITNESSES

1. E. Kelly

2. J. Matamu

[Signature]
FOUNDER: TOBIAS NEL

[Signature]
TRUSTEE: TOBIAS NEL

[Signature]
TRUSTEE: JEREMIA BRYNARD
KOTZE

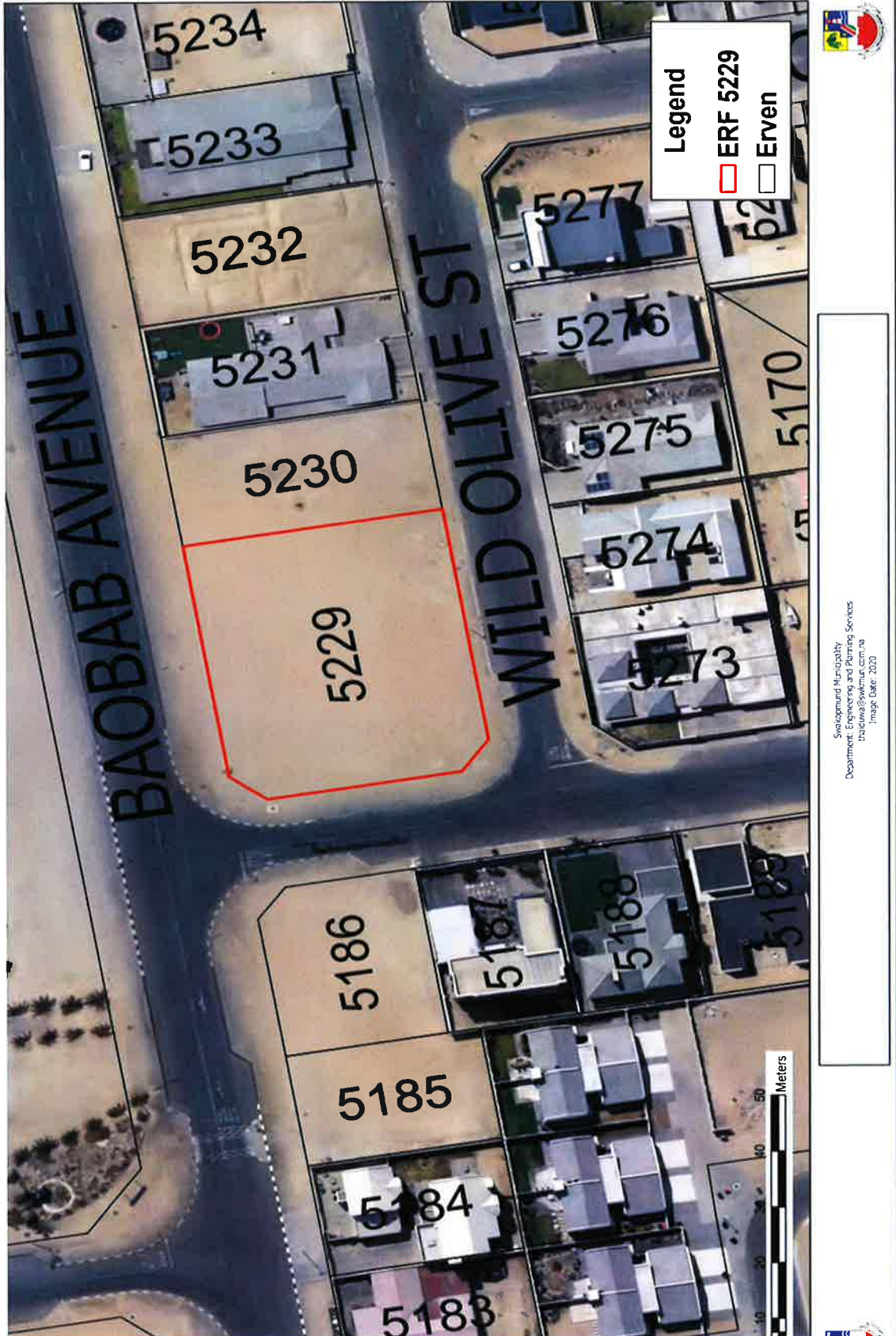
[Signature]
TRUSTEE: MAGDA NEL

[Signature]
TRUSTEE: PIETER JOHANNES
LOUW

[Signature]
TRUSTEE: JOHANNES HENDRIK
BOTHA

[Signature]
TRUSTEE: MARTIN LAUBSHER

ANNEXURE "B"



→ Copy



REPUBLIC OF NAMIBIA

MINISTRY OF FINANCE – INLAND REVENUE DEPARTMENT

Tel: +264 61 209 2515

Fax: + 264 61 231177

Enquiry: K Haludilu

Reference: 12/1/25/66

Inland Revenue Department

Moltke Street

Private Bag 13185

Windhoek

PROMISELAND TRUST

P.O. Box 4022

Walvisbay

Namibia

03 July 2019

Attention: Audrey van Antwerpen

APPROVAL AS AN WELFARE ORGANIZATION IN TERMS OF SECTION 17(1)(S) OF THE INCOME TAX ACT, 1981 – PROMISELAND TRUST

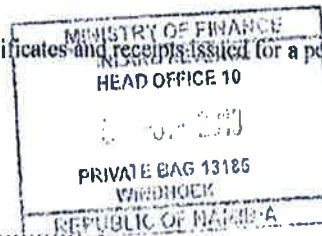
I refer to your letter dated 07 March 2019 regarding the above subject matter.

I wish to inform you that approval has been granted to **PROMISELAND TRUST** in terms of section (17) (1) (s) states that;

A welfare organization is approved by the Minister after consultation with the Ministry of Health and Social Services, as the case may be in terms of income tax act. The Inland Revenue Department herewith confirms that **PROMISELAND TRUST** providing for vulnerable children is approved as a welfare organization.

You are required to keep copies of certificates and receipts issued for a period of at least five years.

Yours faithfully



pp. COMMISSIONER : INLAND REVENUE DEPARTMENT



Pro-Ed Akademie

ń Skool met ń verskil / a School with a difference...

22 April 2022

The Chief Executive Officer
Municipality of Swakopmund
PO Box 53
Swakopmund

Attention: **Mr A Benjamin**
Mr A Plaattje

Dear Sir(s),

RE: SCHOOL FOR THE VISUALLY IMPAIRED

Promiseland Trust approached Pro-Ed Akademie to become part of their project to establish a School for the Visually Impaired (SVI).

After thoughtful consideration by the school board, approval was granted that the School for the Visually Impaired will be incorporated under the umbrella of Pro-Ed Akademie. Pro-Ed Akademie will provide administrative assistance and other non-financial support. Pro-Ed Akademie school board is in favour of Promiseland Trust's application to acquire Erf 5229. Acquisition of the said erf by Promiseland Trust, will also enable Pro-Ed Akademie to provide the necessary support to staff and pupils of SVI.

It is a privilege to form a part of a project of this magnitude, initiated by a charitable trust in Swakopmund. We believe that the School for the Visually Impaired (SVI) will change the lives of many children in the years to come.

Kind regards,

Louis Wiese
Chairperson
Pro-Ed Academy Parents' Association

Page 1 of 1

Skoolhoof / Principal: pro-ed@iway.na

Sekretaresse / Secretary: pro-edkantoor@iway.na [Laerskool / Primary School]

Sekretaresse / Secretary: pro-edkantoor2@iway.na [Hoërskool / High School]

+264 64 46 4023

Posbus / PO Box 2085, Swakopmund

www.proedakademie.com

Section 2 Creches¹	-	<u>Private Schools, Pre-Primary Schools, Kindergarten &</u>
--	---	--

1. Introduction

The zoning of erven sold, is "*institutional*".

The erven are sold by private transaction, but depends entirely on Council's discretion.

2. Requirements

The applicant must provide a conveyancer's certificate indicating that:

- 2.1 the Institution is properly constituted, i.e. duly certified copy of the current constitution in English;
- 2.2 The constitution clearly indicates the assignees who are empowered to sign the documentation on the institution's behalf; and
- 2.3 The name or entity in which ownership of the property shall vest in an acceptable form for the Deeds Registry purposes.

3. Purchase Price

The price will be subsidized by Council to the value of 50% of the cost of installation of services per square metre at the time the erf was developed.

The price will not be escalated from the date on which services were completed.

4. Method of Payment

The full purchase price is payable on date of sale, being the date of signing the deed of sale; or to be secured by a formal bank guarantee payable on date of transfer.

Alternatively, the purchase price plus interest calculated at the prime lending rate of Council's bank in 24 equal monthly instalments. (approved by Cnl under item 11.1.2 on 31 May 2016)

5. Cost of Transaction

All costs for the transaction are for the account of the applicant, 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 the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships Ordinance 11 of 1963 respectively, be dealt with successfully.

¹ Refer to Council's Resolution passed on 29 September 2011 under item 11.1.17 - E 4443 S

- 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 12 months and land which is not developed within a period of 5 years from date of sale, shall revert to Council and all monies and or fees paid to Council will be forfeited to Council as per point 7 below².
- 6.4 Council retains a first right of refusal to purchase the developed land at the market value of the improvements at the time and the purchase price paid should the owner decides to sell it.
- 6.5 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.
- 6.6 That the developments must comply with the provisions of the Town Planning Scheme.

7. **Reverting Clause**

A reverting clause which reads as **Annexure "G"** will be registered against all land sold at subsidised price.

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 entitle to apply to Council annually for the exemption from the payment of assessment rates, but is from the date of sale, being the date of signing the deed of sale responsible for the payment of all municipal charges.

²

Refer to Council's Resolution passed on 29 July 2010 under item 11.1.2 – E 4235 S

ANNEXURE "G" TO THE REVISED PROPERTY POLICY**Churches & Welfare Organisations**(vi) Reverting Clause

A reverting clause which reads as follows will be registered against all the land **sold at subsidised price**.
NOTARIAL REGISTRATION

(i) Subject to the provisions of this Agreement, the PURCHASER notes that it shall not be entitled to cede, assign or in any other manner make over its rights, title and interest in this Agreement or any of its liabilities, responsibilities, duties or obligations hereunder to any other third party, without prior written consent of the SELLER, which consent shall not be unreasonably withheld: Provided that the PURCHASER, duly complied or guaranteed compliance with all conditions under this Agreement as well as with the conditions to be registered notarially in favour of the SELLER.

(ii) The PURCHASER, agrees to the registration against the Title Deed of the PROPERTY, of the following conditions imposed for the benefit of and enforceable by the SELLER, or its assigns, namely:

The PROPERTY shall revert to the SELLER in the event of the PURCHASER, not complying with the following conditions:

(a) If the PURCHASER, fails to develop and erect within five years from date of sale improvements on the PROPERTY (not including out-buildings) to the value equal to the municipal valuation of the PROPERTY as determined by the Municipal Valuator from time to time then

(i) The PURCHASER shall retransfer the PROPERTY to the SELLER at the PURCHASER's cost, *and the SELLER shall refund the purchase price paid, less any amounts owed to the SELLER; however the SELLER shall not be liable to pay the PURCHASER any compensation for the improvements on the PROPERTY;*

[amended by Council Resolution 11.1.10 passed on 27 May 2014]

or alternatively, to the choice of the SELLER,

(ii) the PURCHASER shall pay the SELLER within thirty days from having been requested to do so, the difference between the purchase price as set out in clause (b) (ii) and the market valuation of the unimproved property based on the highest land use of the PROPERTY on date the reverting clause shall apply.

(iii) The PURCHASER shall not use the PROPERTY for any other purpose than for which it was bought or sell, sublease or donate the PROPERTY without the consent of the SELLER, for a period of 30 (thirty) years from date of sale. Should the SELLER at its sole option consent to a different use or the sale, sublease or donation of the PROPERTY to a third party, the PURCHASER undertakes to pay to the SELLER the difference between the purchase price set out in clause A (ii) and the market valuation of the unimproved property based on the highest land use of the PROPERTY or portion thereof, on date of approval of the different use or the sale, lease or donation to a third party.

(iv) The PURCHASER undertakes to effect at its own cost the registration of the conditions contained in clauses ... by way of a Notarial Deed of Imposition of Conditions against the Title Deed of the PROPERTY, the wording of such Notarial Deed to be determined by the Notary of the SELLER to reflect the intention of the PURCHASER or its successor- in-title or its assigns and SELLER contained in the said clauses.



Promiseland
providing for vulnerable children





Our History

The Promiseland Trust was established in 2009 in Walvis Bay, Namibia. Initially the Trust was focused on its Feeding Project where between 100 and 250 street and vulnerable children were fed a warm and nutritious meal on a daily basis. Initially food was prepared and served from a steel container, without the luxury of electricity or running water. There was no ablution facilities or an under-roof structure where children could eat their meals. The Trust then purchased a house in the area where it operates in and slowly started renovations.

Through the support and sponsorships of local businesses and the community the Promiseland Centre was established. It now offers a child-friendly and safe environment where we provide basic education and day care services to the destitute and vulnerable children of the community.

The foster care initiative came to life as a result of the Trust's close relationship with the Walvis Bay Kids' Haven. The Kids' Haven was established in response to the dire need for a place of safety and care for children in Walvis Bay. Social workers had to deal with a high volume of cases regarding babies and children being abandoned, dumped, physically and sexually abused and children who are severely neglected and malnourished.

Our Objectives

The reason Promiseland exists is to contribute to the community by implementing positive change. Our core principle is to try and change people's attitudes towards helping themselves. Therefore every Trustee and staff member behaves in accordance with our core value; children will be treated with respect, in fairness and with love. Our success is based on the continued efforts and leadership skills.



The Facts

The Promiseland Trust operates all its projects from the Promiseland Centre in Tutaleni, a very poor suburb of Walvis Bay. Tutaleni is characterized by very small and informal living abodes, often comprising of a single room structure constructed with a mix of brick, corrugated roof sheeting and wood. In most cases an entire family resides at one dwelling which do not have electricity or running water.

Although some of the children have parents, in many instances the parents are often inebriated and spend most of their time at the local shebeens (informal bars), or they are single parents who trust their neighbours to look after and feed their children while they are at work. These neighbours often never take care or look after the children who end up playing in the streets. They also often go without a single meal a day.

The Consequences

From a privileged point of view, it is nearly impossible to fathom the impact of the psychosocial distress which some of these vulnerable and destitute children have to endure. Apart from facing serious risks to their survival and well-being, they are robbed of their most basic right to healthy development and human dignity.

In addition to the adverse effects of their social circumstances, the lack of food and proper nutrition on a daily basis also has other far-reaching outcomes.

By looking the other way we are not changing the reality and we will be faced with the consequences in years to come.

"Safety and security don't just happen, they are the result of collective consensus and public investment." Nelson Mandela



In 2009 the Promiseland Trust purchased a home in the urban area Tataleni, where most of the vulnerable children are from, and named it the Promiseland Centre. It was transformed into a soup kitchen and food distribution point. A bigger hall was built on the premises to house a bigger kitchen and storage facility, as well as a recreational and play room for the children we care for.

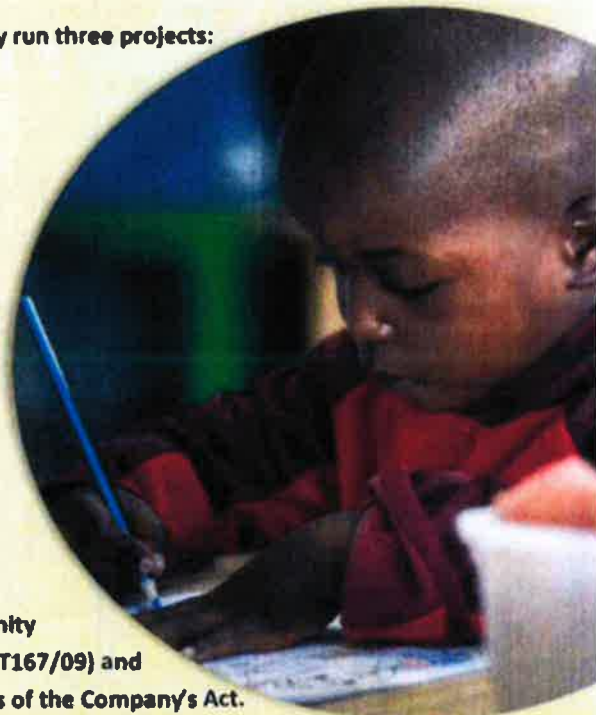
From the Promiseland Centre we successfully run three projects:

Feeding

Forming

Foster Care

Statutory Details



The Promiseland Trust comprises of community members. It is a registered legal entity (reg: T167/09) and managed in accordance with the stipulations of the Company's Act.

It is required to have its financial results audited by an accredited auditing firm, and avail such results and project progress for public or government scrutiny. You can view our latest financial statements by going to our Downloads page on our website.

The Trust is further registered as a non-profit organization and its membership is voluntary. No member received or is entitled to any form of remuneration for the participation or involvement. The Trust was officially registered with the Master of the High Court, in the District of Walvis Bay.



Overview

The Feeding Project at Promiseland currently provides daily home cooked meals in two sittings for roughly 250 –300 vulnerable children. The first meal is prepared and served to pre-primary children during their morning activities at the Promiseland Center and the second for school-going children in the afternoons.

The Trust also assist a local community project with the logistics to feed approximately 2500 needy children at 7 schools on a daily basis during the school terms in Walvis Bay.

The Feeding Project was started in October 2007 after the Trust took over from the previous charity operations of another non-profitable organization on a small erf in Tataleni.

Initially food was prepared and served from a steel container, without the luxury of electricity or running water. There was no ablution facilities or an under-roof structure where children could eat their meals.

The Trust then purchased a house and slowly started renovating the house. Through the support and sponsorships of the local businesses and the community existing structures were transformed to be able to house a well-equipped mess-hall with kitchen facilities where the children can sit and eat in a clean and safe environment.



A large number of children in the Tataleni neighborhood have come to depend on the Promiseland Feeding Project for their daily meal, as many of them often don't get a decent and nutritious meal at their homes.

The project has also helped get the children off the streets. The children now come and spend the day playing at the center, waiting until the meals are served.

Objectives

With the Feeding Project we aim to achieve the following:

- To provide a daily meal to children in need.
- To identify and address the need for clothes, blankets, school necessities and medical care where needed.
- To assist Social Services in identifying children that may be in danger or show signs that they are being abused or neglected.
- To arrange for the necessary intervention by social workers, doctors, teachers, etc.
- To develop character and good moral values among children including trustworthiness, honesty, respect, tolerance, responsibility, compassion, fairness and good citizenship.
- To make children aware of the negative impact of crime, corruption, racism, selfish behavior, HIV/AIDS and substance abuse.
- To create a conducive, safe and relaxing environment for children with games, storytelling and plays.
- To provide and encourage job creation opportunities (referring to the people who prepare the meals, the pre-primary education and security services).

You can Help

The children and community living in the vicinity have come to depend on the center as a safe place and a place where children will be fed. Our biggest challenge is to ensure that the project remains sustainable financially.

Our immediate needs:

- Food to prepare the meals
- Feeding utensils
- Utilities to prepare food with

Financial support:

The Feeding Project receives no formal funding and depends heavily on ad-hoc sponsorships and generosity of the community and local businesses.

We require donations and sponsorship on a constant basis.

Contact us to pledge your support or to make a donation.





Overview

The Forming Project began in 2012 with the intention of helping to keep children off the streets by allowing them to spend the day learning and playing at the Promiseland Centre. However, it has grown to be much more than just a day care center.

From 2012 to 2014 the Promiseland Play Centre opened its doors, where 60 children aged between 3 and 5 years visited the center in the morning. As from 2015 EBH, our main sponsor, donated one million N\$ to build a complex with two toilets and an office and three classrooms. Our partners in education, Headstart Montessori College came on board with their expertise and Internationally recognized syllabus. The Promiseland Forming Project consists of a Pre-Primary school together with three qualified teachers and three assistants, preparing vulnerable children for school with good ethical values and character transformation.

Objectives



With the Forming Project we aim to achieve the following:

- Empower the less fortunate community through good education.
- Helping the children to become independent, goal driven individuals.
- Changing today's children in tomorrow's leaders for our country.
- Planting strong ethical and spiritual values through character transformation programs.
- Helping the children to reach the full potential and purpose.

You can Help

The Forming Project has high costs, due to educational material and salaries. Urgent financial assistance is needed and also voluntary work will be appreciated.

Our immediate needs:

- Educational equipment
- Financial assistance for salaries
- Support of building maintenance
- Voluntary work



Financial support:

The Forming Project receives no formal funding and depends heavily on ad-hoc sponsorships and generosity of the community and local businesses. We require donations and sponsorships on a constant basis.





Overview

The Foster Care Project was initiated in 2011 and currently employs a foster mother to care for two children. These children stay with their foster mother and are raised in a stable and caring environment. The Trust provides them with housing, groceries, clothing, education and emotional support.

Although the initial focus was to create a cluster foster care center where more children could enjoy a safe and loving home environment, current legislative requirements and budgetary constraints have limited the Trust to realize this goal.

The Trust has opted to alleviate the urgent need for a more stable and safe home environment for destitute children by leasing a suitable and well-equipped house. A caregiver or foster mother was appointed to live at the home caring for the children's every need on a 24 hour basis. Social workers visit the foster home regularly to evaluate the progress of the children and the effectiveness of the foster care.

Objectives

With the Foster Care Project we aim to achieve the following:

To provide a permanent, stable, safe, nurturing, caring, loving and family home environment for children to grow up in.

To address and effectively reduce the added trauma of children feeling displaced as a result of being relocated several times.

To ensure that children have a stable and continued access to education and school.

To restore self-worth and dignity of children, as well as the encourage healthy social interaction as part of the healing Process.

To act as support and compliment the Social Services' placement process of children in need of a safe and protected environment.



You can Help

The biggest challenge is to ensure that the project remains sustainable financially for the future. The foster care home depends heavily on community support whether financially or in kind, and has a fixed monthly expense that must be covered. The home therefore needs committed monthly funding for an extended period.

Make a Difference

The Promiseland Trust receives no formal funding and depends on ad-hoc sponsorships and generosity of the community and local businesses. To ensure that our projects remain sustainable financially so that we can keep on providing for the vulnerable children in our community, we need your help.



Your contribution will make a difference in the lives of these children every day:

Children fed every day:

2880

Children given basic education every day:

60

Children being cared for everyday:

2



Let's Make a Difference

Donate

We recommend that you provide your support through the following options:

Option 1: Pledges

This entails a monthly or periodical donation as part of the running costs of the projects. The period and amount is the discretion of the donor. Any amounts from N\$100 (10 Euro) or higher can be pledged per month. These regular contributions go a long way in ensuring the sustainability of the projects as opposed to a single large donation that is aimed at a capital expense of may often not be enough to cover running costs.

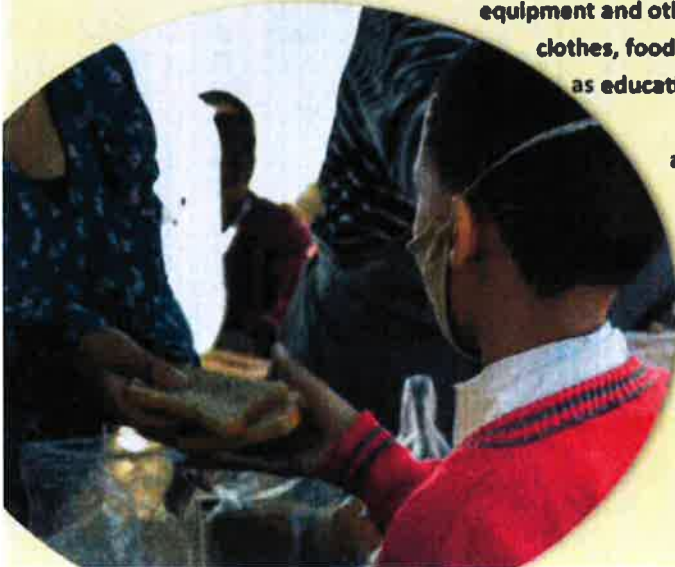
Option 2: Lump Sum Donation

This entails a periodical lump sum donation ranging from N\$10 000 to N\$500 000. The larger donations serve to sustain the projects for a longer period and allow for better planning and frugal management of funds.

Option 3: Donations in Kind

This entails donations in kind that will ultimately alleviate much of the tangible needs, equipment and other required items. This could include clothes, food hampers and usable equipment such as educational learning aids, chairs, tables, etc.

Audited financial statements are available on request or can be viewed
On our website.





You can help write a beautiful chapter in the lives of the Promiseland Children.

To donate to the Promiseland Trust we have provided the banking details of each of our projects below. Please donate by making an electronic transfer.

Promiseland Learning Program

**Banking details: Bank Windhoek
Savings Account No: 2000227235
Branch Code: 481 872
SWIFT: BWLINANX**

Promiseland Foster Care

**Banking details: Bank Windhoek
Savings Account No: 2000248834
Branch Code: 481 872
SWIFT: BWLINANX**

Promiseland Farming

**Banking details: Bank Windhoek
Savings Account No: 2000275360
Branch Code: 481 872
SWIFT: BWLINANX**





Audrey van Antwerpen—Chairperson

Audrey is a qualified chartered accountant and currently employed as a senior manager by PwC Namibia. She is involved in various charity projects on an ongoing basis. With her passion to serve and her heart for people, Audrey firmly believes that one should strive to be the change you wish to see in the world.



Yvette Greef—Vice Chairperson

Yvette is currently employed at Freddie Fish Processors (Pty) Ltd as the General Manager. She also serves on the Deep Sea Development Trust, a fund that assists the youth and elderly. She brings a wealth of organizational, accounting and management experience to the Trust.



Trudi van Rooyen

Trudi is currently employed at Manica Group Namibia as General Manager: HR. Trudi is director of Namibia LifeChange Centers Foundation and serves on Manica's Social Responsibility Committee as well as the Pandula Trust, an employee funded trust to assist the needy.



Michelle Wilson

Michelle is the Administration Manager and Bookkeeper at Binnacle Marine Consultancy CC. She also does Bookkeeping for a few small companies in Walvis Bay. She is the Secretary and Treasurer for the local running club in Walvis Bay and likes sport. She is the Regional Ambassador Namibia at parkrun South Africa. In her spare time she loves doing charity work and serves on the organizing committee of the annual His House Tri Sport Event.

The Team



Tobi Nel

Tobi is the Pastor at Walvis Bay Community Church. He obtained a B.A Degree at the University of Potchefstroom in 1996 and went on to study theology, thereby gaining a B.Th degree at the University of Stellenbosch in 1999. His previous posting was at Francistown Independent Church in Botswana. His involvement ranges from feeding of children, orphans and vulnerable children and the elderly.



Brynard Kotze

Brynard is a senior Architect at Brynard Kotze Architects inc. He also serves as a Managing Director of a Property development company, PhinCon Enterprises, and Managing Director and Board member of a development, mining, construction and property group, Zillion Investment Holdings. Also actively involved in community upliftment, Brynard is the Chairman of the Martyrs for Christ in Namibia.



Dries van Zyl

Dries is currently employed at EBH Namdock as the Financial Manager. He started his career at a rural auditing firm in South Africa before joining Ernst & Young Namibia where he progressed to Senior Manager Level. He is also a qualified Chartered Accountant in Namibia.



Magdel Enslin—Project Coordinator

Magdel is currently operating and managing the PromiseLand Project & Centre. She has worked with children in America and the United Kingdom. She has a heart for vulnerable children and strongly believes that if we invest in children today, we have an investment for eternity.

Our Partners



FEEDING THE NATION



***"We owe our children, the most vulnerable citizens in our society,
a life free of violence and fear." - Nelson Mandela***



Contact Us

Address :

P.O. Box 5220, Walvis Bay, Namibia

Contact Number :

+264 81 267 2594

E-mail Address :

info@promiselandtrust.com.na

Website :

www.promiseland.com

Also follow us on Social Media



promiseland
providing for vulnerable children

11.1.7 **WRITING OFF: OLD AND REDUNDANT EQUIPMENT - CORPORATE SERVICES AND HUMAN CAPITAL**
(C/M 2022/06/30 - 16/2/6/1)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 8.6 page 147 refers.

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

The below old and redundant equipment in the Corporate Services and Human Capital department needs to be written off:

<i>Quantity</i>	<i>Description</i>	<i>Department</i>
1	Defy Microwave	Corporate Services

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

RECOMMENDED:

- (a) That the following kitchen equipment from the Corporate Services and Human Capital Department be written off:

<i>Quantity</i>	<i>Description</i>	<i>Department</i>
1	Defy Microwave	Corporate Services & HC

- (b) That the Chief Executive Officer and the Chairperson of the Management Committee determine the upset price for the above.

11.1.8 **REQUEST TO TRANSFER FUNDS FOR THE SKIP CONTAINERS TO NEXT FINANCIAL YEAR**
(C/M 2022/06/30 - 14/2/8/2)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 8.8 page 155 refers.

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

During the 2021/22 Financial Year, Council allocated about N\$1 200 000.00 under Vote number 700031015600 for the procurement of skip containers.

Due to new township developments and expansion of DRC informal settlement, there is a need to procure additional skip containers to maintain proper waste storage and replace old, rusted skip containers.

However, this procurement was not completed as planned during the current financial year ending June 2022 due to unforeseen circumstances such as delays in the procurement process.

Nevertheless, it remains imperative to proceed with this procurement in the next financial year to provide adequate and equitable sanitation to our residents.

In the meantime, the procurement documents have been completed, now awaiting to be advertised. This submission therefore aims to request Council for the transfer of the funds for the Skip Containers to next financial year 2022/2023.

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

RECOMMENDED:

That the General Manger: Finance be permitted to transfer funds for the extension of the skip containers, under Vote 700031015600 to the next financial year 2022 / 2023.

11.1.9 **REQUEST TO TRANSFER FUNDS FOR THE FENCING OF THE LANDFILL SITE TO NEXT FINANCIAL YEAR**
(C/M 2022/06/30 - 17/6/1)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 8.9 page 156 refers.

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

During the 2021/22 Financial Year, Council allocated about N\$2 000 000.00 under Vote number 700031015400 for the extension of the landfill fencing.

Due to the dilapidated state of the existing fence and limited dumping space, there is a need to extend and replace the existing fence in order to comply with the required environmental standards.

However, this project was not completed as planned during the current financial year ending June 2022 due to unforeseen circumstances such as delays in the design and procurement.

Nevertheless, it remains imperative to implement this project in the next financial year in order to provide adequate and equitable sanitation to our residents.

In the meantime, the procurement process is almost completed, now awaiting the evaluation process. This submission therefore aims to request Council for the transfer of the funds for the Landfill fencing to next financial year 2022/2023

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

RECOMMENDED:

That the General Manager Finance be permitted to transfer funds for the extension of the landfill fencing, under Vote: 700031015400 to the next financial year 2022 / 2023.

11.1.10 **ANNUAL PROCUREMENT PLAN 1ST JULY 2022 TO 30TH JUNE 2023**
(C/M 2022/06/30 - 6/P)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 8.10 page 157 refers.

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

The Accounting officer must in terms of section 25(4)(a) of the Public Procurement Act, 2015 which states the following:

25 (4) An accounting officer must -

(a) engage in procurement planning, plan each step of the procurement process and prepare annual procurement plan

The Act also require, that before the commencement of each procurement process or the implementation of a public entity's budgeted and approved projects for the 2022 / 2023 financial year, the public entity must submit their annual procurement plan to the Procurement Policy Unit at the Ministry of Finance for approval.

The approved annual procurement plan shall be published on public entity and the Ministry of Finance Procurement Policy Unit Website

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

RECOMMENDED:

That Council take note of the approved Annual Procurement Plan for the 2022/23 financial year.

**THE
ATTACHMENT
TO THIS ITEM
WILL BE
DISTRIBUTED
SEPERATELY**

11.1.11 **PROJECTS AWARDED FROM JANUARY TO MAY 2022 AND SHALL CONTINUE IN THE NEW FINIANCIAL YEAR 2022**
(C/M 2022/06/30 - 6/P)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 8.11 page 159 refers.

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

Attached is a summary of some minor project awarded to various bidders from January to May 2022 with an estimated value of N\$15,533,270.52 but shall only be completed in the new financial year starting July 2022.

Included on the list are one or two projects being completed on 30 June 2022, where the completion certificates for those projects shall only be issued and settled in the new financial year.

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

RECOMMENDED:

That Council take note of the projects that has been awarded in the current financial year but shall only be completed in the new financial year starting 1st July 2022.

**THE
ATTACHMENT
TO THIS ITEM
WILL BE
DISTRIBUTED
SEPERATELY**

11.1.12 **PROCUREMENT MANAGEMENT UNIT FIRST QUARTER REPORT**
3rd JANUARY TO MARCH 2022
(C/M 2022/06/30 - 6/P)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 8.12 page 161 refers.

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

With the commencement of the third quarter 2021/22 financial year, bids of an estimated value of **N\$23 560 500,64** were awarded to various bidders from 1st January 2022 to 31st March 2022 as summarised in the table below.

3 rd Quarterly Progress Report Summary January - March 2022							
Description	Number bids Advertised	Number Companies Awarded	Number of SME's Awarded	Total Value of bid Awarded	Number of Bid awarded to companies outside Swakopmund	Value of Bid awarded to companies outside Swakopmund	% number of Bid awarded to companies outside Swakopmund
Informal Quotations	667	667	391	NAD 3 146 350,86	14	NAD 79 165,34	2%
Request for Seal Quotation	11	11	9	NAD 3 827 248,00	3	NAD 1 170 088,75	27%
Direct Procurement	26	26	12	NAD 8 550 080,29	5	NAD 7 699 561,68	19%
Request for Proposals	1	1	1	NAD 1 505 100,00	1	NAD 1 505 100,00	100%
Emergency Procurement	12	12	6	NAD 1 070 989,82	0	NAD -	0%
Execution by Public Entity	1	1	0	NAD 41 400,00	0	NAD -	0%
Restricted Bidding	0	0	0	NAD -	0	NAD -	0%
Open National bids	1	1	1	NAD 5 419 331,67	0	NAD -	0%
Total	719	719	420	NAD 23 560 500,64	23	NAD 10 453 915,77	3%

1. THE COMPANIES THAT WERE AWARD BIDS OUTSIDE THE LOCAL AUTHORITY OF SWAKOPMUND ARE AS FOLLOWS AND THEIR REASONS FOR BEING AWARD:

- (a) *Messrs Cosmos Fighting Technologies cc based at Walvisbay and being the sole agent for Rosenbauer Fire Truck Manufactures SA for the supply & delivery of a Major Water pumper (Fire and Rescue Truck); and firefighting equipment at N\$ 7,3030,00.00.*
- (b) *Messrs Quanova Consulting and Advisory cc based at Windhoek consulting services for the ICT & ERP needs assessment of Council at a value of N\$1 730 865.00*
- (c) *Messrs Roha Investment CC based at Windhoek for the upgrading of the DRC Fire Brigade Station at a value of N\$1 081 767.60*

2. KEY PROJECTS AWARD DURING THIRD QUARTER OF FINANCIAL YEAR JANUARY TO MARCH 2022

- (a) *Upgrade of the DRC Fire Brigade Station, Erf 7294 - Awarded to Roha Investment CC*
- (b) *Provision of Printing and Mailing of Accounts and Statements for the Swakopmund Municipality – Awarded to Office & Mailing Automation CC*
- (c) *Supply and Delivery of Fire Truck Water Pumper to Swakopmund Municipality – Awarded to Cosmos Fire Fighting Technologies CC*

- (d) *Supply & Delivery of Fire Truck 15,000 Litre Water Tanker – Awarded Pupkewitz Truck Division*
- (e) *Supply, Deliver and Installation of Outdoor Gym Equipment to the Swakopmund Municipality - Awarded to Jezri Trading CC*
- (f) *Consultancy Services for an Information and Communication Technology (ICT) Infrastructure and an Enterprise Resource Planning (ERP) Systems Needs Assessment for the Municipality of Swakopmund - Quanova Consulting and Advisory CC*

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

RECOMMENDED:

That Council take note of the full progress report of the bids that were awarded for the third quarter of the 2021/22 financial year: January to March 2022

THE
ATTACHMENT
TO THIS ITEM
WILL BE
DISTRIBUTED
SEPERATELY

11.1.13 **ASSISTANCE AND POST CARE TO FIRE VICTIMS**
(C/M 2022/06/30 - 5/1/1, 15/1/1)

Ordinary Management Committee Meeting of 14 June 2022,
Addendum 8.13 page 164 refers.

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

The rise in the number of fire outbreaks in Swakopmund is a great concern for the Municipality of Swakopmund. Since **January 2022** to date, there was a total of 64 buildings including informal structures that burnt in Swakopmund.

As a result of the rapid increase in fire outbreaks, Council continues to receive complaints and requests from community members to assist those who have been affected by the fire eruptions. The current status quo is that the fire victims, receive food hampers, blankets, mattresses, and secondhand clothing from Council. However, the main challenge that the fire victims face is the need for accommodation and equipment to rebuild their structures. The Office of the Mayor has drafted the (**attached**) Guideline in terms of post care rendered to these fire victims. This guideline can be used to draft the Plan of Action for implementation for the Emergency Committee.

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

RECOMMENDED:

- (a) That Council continues to support fire victims.
 - (b) That Council establishes an Emergency Committee that will be responsible for post care to fire victims consisting of the following:
 - *Mayor*
 - *Deputy Mayor*
 - *General Manager: Economic Development Services*
 - *Manager: Economic Development Services*
 - *Manager: Emergency Services and Law Enforcement*
 - *General Manager: Engineering and Planning Services*
 - *Manager: Works*
 - *Manager: Finance*
 - *Personal Assistant to the Mayor*
 - (c) That a Plan of Action that guides assistance rendered to fire victims be submitted and amended where applicable and be approved for implementation.
 - (d) That approval be granted for the rebuilding of informal structures for all fire victims in Swakopmund per the guidelines outlined.
 - (e) That the Emergency Committee source quotations for building material to be issued to fire victims.
-

MINUTES/OUTCOMES

of Emergency Fire Outbreak (02/06/2022) meeting held with Councillors and key staff, Friday, 03 June 2022 at 10:00 in the Management Committee Room.  5/5/1 & 15/1/1

PRESENT:

Cllr L Kativa	:	Mayor : Chairperson
Cllr D Amgabeb	:	Deputy Mayor
Cllr S Kautondokwa	:	Councillor
Cllr E Shitana	:	Councillor
Cllr H Hafeni	:	Councillor
Mr H Naruseb	:	Acting Chief Executive Officer
Ms M Uwites	:	Manager: EDS
Ms. S Kathena	:	Youth Officer
Mr. B Matengu	:	Acting Chief: Emergency Services (Fire)
Ms D Hanes	:	PA to the Mayor

1. OPENING

The Chairperson welcomed everyone present and gave a brief background on the purpose of the meeting.

2. DISCUSSION POINTS:
(E/M 2022/06/03)**Background**

- The Mayor gave feedback to the meeting
- Fire burnt 13 shacks
- The cause of the accident was a result of illegal electrical connection
- The Mayor and Deputy Mayor attended to the fire victims and handed out donation on behalf of Council on 02 June 2022
- Each household received a mattress, two blankets as well as a food parcel
- Some victims indicated that they do not have relatives with whom they can stay for the time being
- Council to identify how they can further assist the victims in terms of accommodation.

Councillors' contribution

- The Councillors present at the meeting each gave their input as follow:
- Council should provide feedback to the community with regard to the servicing of land
- The servicing of land should be an urgent agenda point
- Council needs to speed up the allocation of ownership certificates to community in order to provide ownership of housing to the community
- Council needs to investigate the ownership of land by several community members who own ervens in DRC/Wagdaar, but have houses in Matutura
- Council needs to look at other alternatives to address the shacks burning.
- Council should have a press conference and speak out about its stance in terms of the recent several fire outbreaks as well educate the community
- It was noted that out of 9 tents left, 5 tents were stolen during December 2021. This was not recorded and calls for concern

Way forward

- Instruction to be given to clean up the area
- Assistance of temporarily setting up tents at the area for those who

2

cannot live with relatives as there are only 4 tents left

- Patrolling should be prioritised by fire fighters
- Submission to be made to MC for a resolution to be taken on the
- Plan of action to be implemented for fire assistance
- Committee to be appointed that deals with fire outbreaks and post care to victims
- Funds are available/can be availed to purchase food parcels for fire victims.

The meeting adjourned at 11:10

L Kativa
Mayor
/dh

Fire Emergencies: Post Care: Issuing of basic items to survivors after a fire incident**Office of the Mayor****Background information**

The number of fire outbreaks in Swakopmund remains a concern for the Municipality of Swakopmund. The affected areas are in the informal settlements in the DRC, Matutura as well as Mondesa's backyard informal structures. It was established that the recorded fire outbreaks were a result of open flame candles, outside fires, lamp burn outs, stoves being left on without any attendance and the overloading of electrical appliances in the informal structures. The overloading of electrical cables is a result of illegal connection of electricity cables which poses as a risk and contributes to these fire outbreaks.

As a result of the rapid increase in fire outbreaks, Council continues to receive complaints and requests from community members to assist those who have been affected by the fire eruptions.

The current status quo is that the fire victims, through the coordination of the Fire Brigade division, receive food hampers, blankets and second hand clothing from Council. However, the main challenge that the fire victims face is the need for accommodation and equipment to rebuild their structures.

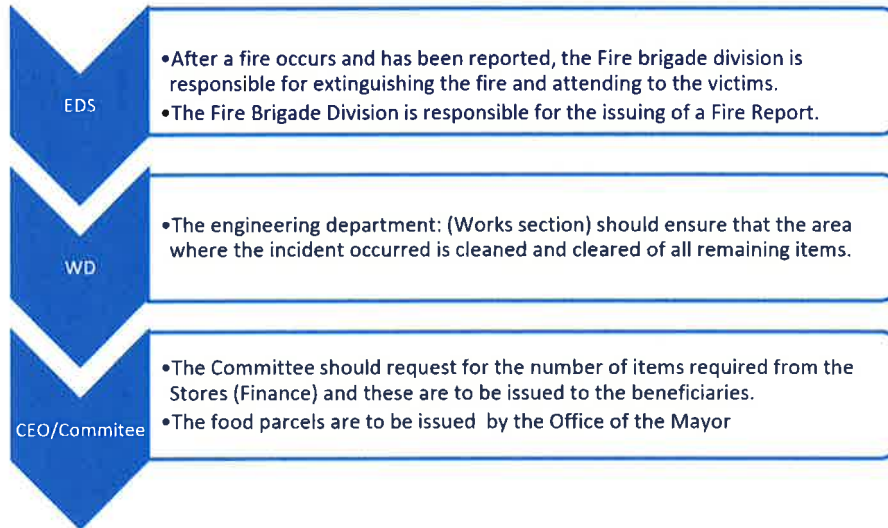
In addition to the food parcels and assistance which is currently rendered to the fire victims, Council has purchased 10 tents, 300 blankets as well as 200 single mattresses to be donated to the fire victims. Due to the high cost in the procuring of tents, the tents will only be issued to the fire victims on a temporary basis. Thus, the beneficiaries will have to return the tents issued to them after a short period.

PROCESSES AND THE FLOW OF WORK**Responsible Departments**

1. Economic Development Services (EDS): Emergency Services (Fire Brigade division)
2. Office of the Chief Executive Officer: The Office of the Mayor
3. Finance Department (Stores)

Work flow

- After a fire occurs and has been reported, the Fire brigade division is responsible for extinguishing the fire and attending to the victims.
- The Fire Brigade Division is responsible for the issuing of a Fire Report.
- The Engineering department: (Works section) should ensure that the area where the incident occurred is cleaned and cleared of all remaining items. Once the area has been cleaned and cleared, the fire victims who are in need can be issued with a mattress (es) blanket(s) and a tent per household.
- The Office of the Mayor or the Fire Brigade Division should request for the number of items required from the Stores (Finance) and these are to be issued to the beneficiaries.

**Terms and conditions**

- All fire victims will only be assisted once a fire report has been issued to the relevant department.
 - Whilst the mattress (es) and the blanket(s) remain the property of the survivors, the tent should be returned to Council.
 - All the survivors should sign out the items and a clear indication of what was received should be stipulated therein.
 - The recipients of the tents should sign the consent form once it has been explained to them that they are in agreement with the terms and conditions before the tents are issued to them.
 - The tents can only be issued out for a period of 4 four weeks maximum and should then be returned to Council.
 - The fire fighters will be responsible for the setting up and removal of the tent.
 - This should be filed in a report with dates in order to ensure that there is a paper trail.
-

11.1.14 **REPLACEMENT OF CORE NETWORK SWITCHES**
(C/M 2022/06/30 - 8/2/1)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 8.14 page 170 refers.

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

1. BACKGROUND

The Municipality has a total of three core network switches in the server room. One of them is a spare unit with reduced speed from Business Connexion Namibia (Pty) Ltd. These switches act as the central core of the network. Not limited to the network to and from the departments but also provide interconnectivity between the NAS units, network storage, file shares, servers, and redundancy connectivity between all entities.

Business Connexion Namibia (Pty) Ltd detected that one of the core switches has lost all functionality from three ports and has flagged them as faulty. These switches are about 10 years old already, and Business Connexion Namibia (Pty) Ltd indicated that they cannot guarantee the continued health / functionalities of these switches. Business Connexion Namibia (Pty) Ltd warned that should one core switch fails completely; Council is likely to lose a big piece of network connectivity to selected departments which might be detrimental.

Therefore, it is recommended that a total of three new switches and their corresponding accessories be procured. The new switches will have a lifetime of at least 10+ years. The switches quoted are enterprise managed switches and tailored for the Municipality and functionalities needed.

2. PROCUREMENT

The Procurement Committee on **27 April 2022**, resolved the following under item 10.2:

- (a) **That the purchase of core network switches at a cost of N\$ 189 020.42 (VAT inclusive), be approved in accordance with clause 36 91) (b) :**

Bidder:	BUSINESS CONNEXION NAMIBIA (PTY) LTD
Proc Ref:	G/DP/SM-014/2022
Proc Title:	REPLACEMENT OF CORE NETWORK SWITCHES
Total Amount (Incl. VAT):	N\$189 020.42
VAT No.:	0049628015
Registration No.:	89/291
Delivery Period	1 Week

- (b) **That the cost of procurement be defrayed from Vote: 150515565500: Rental: Computer Systems, where N\$478 195.47 is available:**

VOTE DESCRIPTION	AMOUNT (N\$)
VOTE: 150515565500: RENTAL: COMPUTER SYSTEMS	478 195.47

3. **FUNDS**

The General Manager: Finance advised that the assets should be financed through the Capital Budget, hence approval must be sought from Council to add the project to the Capital Budget of 2022 / 2023 Financial Year.

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

RECOMMENDED:

That permission be granted to the General Manager: Finance to include the Replacement of Core Network Switches in the Capital Budget of the 2022 / 2023 Financial Year for the total amount of N\$189 020.42.

11.1.15 **TRANSFER OF FUNDS TO VOTE: 6500310121 SERVICE: DRC INFORMAL SETTLEMENT AREA**
(C/M 2022/06/30 - 16/1/4/2/1/14, 3/1/1/1/1)

Ordinary Management Committee Meeting of 14 June 2022, Addendum 8.15 page 172 refers.

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

Purpose

The purpose of this submission is to request permission from the Management Committee to transfer the remaining surplus amount of N\$2 025 984.09 from Vote: 6500310042 00 [Upgrading of Storm Water System] to Vote: 6500310121 [Service: DRC Informal Settlement Area] to ensure that sufficient funds are available to complete the municipal civil servicing and the electrical servicing of Ext 31, DRC.

The servicing of Ext 31 is currently underway and to ensure the successful completion of the project additional funds are needed.

Background

Civil Works

The Contract W/ONB/SM-006/2021 PROVISION FOR MUNICIPAL SERVICES FOR EXT.31 was awarded to Messrs Namibia Construction (Pty) Ltd on 21 September 2021 for the value of N\$9 311 306.04 (VAT, contingency and provisional amounts included). The scope of the work includes covers the installation of municipal services for ± 120 erven consisting of:

- *Water borne sewer network*
- *Potable water network*
- *Gravel roads*

During construction, it was found that two existing services (water and sewer) were not installed accordingly and thus needed to be removed and re-installed for the new works to be connected. The reinstallation of these two services along with the change in the labour tariffs as per Government Gazette No.7675 which necessitated an increase to the contract resulted in the contingencies being depleted.

Due to some missing design information, the replacing of erf pegs/ beacons needed for setting out of the works as well as adjustments that needed to be done on the design resulted in the Contractor to be delayed. The Contractor is thus entitled to an Extension of Time of 40 days with costs.

In addition, due to missing design information on the roads, it was discovered that the quantity for subbase material was not sufficient to construct a suitable gravel wearing course for the new development.

Electrical Works

The Contract W/DP/SM-017/2021 PROVISION OF ELECTRICAL INFRASTRUCTURE FOR EXTENSION 31, DRC was awarded to Messrs Cuvelai Electric CC on 28 July 2021 for the value of N\$ 5,688,977.35 (VAT, contingency and provisional amounts included). The scope of the work includes covers the installation of electrical services for ± 120 erven.

Project Funding

At commencement of the project, the vote Provision of Municipal Services for Ext.31 had a fund amount of N\$ 14 600 000.00, as well as an additional N\$2 000 000.00 from the Ministry of Urban and Rural Development (MURD).

From this current fund amount, an amount of N\$9 311 306.04 was committed for the installation of civil municipal services in Ext. 31 and an amount of N\$5 688 977.35 was committed for the electrical services of Ext 31.

The funding from MURD was however reversed by MURD, because Council had not claimed directly from the fund, but payment to the Contractor was made from the vote Provision of Municipal Services for Ext. 31. As a result, we have a shortfall on the project funding.

With the additional N\$2 426 267.48 from UPGRADING OF STORM WATER SYSTEMS - 650031004200, we will have a fund amount of N\$17 026 267.48, which will ensure we complete the civil and electrical services for Ext. 31.

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

RECOMMENDED:

That the General Manager: Finance be granted permission to transfer the amount of N\$2 025 984.09 from Vote: 6500310042 [Upgrading of Storm Water System] to Vote: 6500310121 [Service: DRC Informal Settlement Area].
