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Ref No: **5/2/1/1/2**

Enquiries: **Ms A Kahuika**

21 November 2024

The Chairperson and Members
of the Management Committee
Municipality of SWAKOPMUND

Dear Sir / Madam,

NOTICE: ORDINARY COUNCIL MEETING

Notice is hereby given in terms of Section 24 (1) of the Local Authorities Act of 1992, Act 23 of 1992 as amended, of a **ORDINARY COUNCIL MEETING** to be held:

DATE : **THURSDAY, 28 NOVEMBER 2024**

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

TIME : **19:00**

Alfeus Benjamin
CHIEF EXECUTIVE OFFICER

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

None.

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

None.

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MINUTES

of an **Ordinary Council Meeting** held in Council Chambers, Municipal Head Office, Swakopmund on **Thursday, 14 November 2024** at **19:00**.

PRESENT:

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

OFFICIALS:

Mr A Benjamin	:	Chief Executive Officer
Mr M Haingura	:	General Manager: Corporate Services & HC
Mr V S Kaulinge	:	General Manager: Economic Development Services
Mr C McClune	:	General Manager: Engineering and Planning Services
Mr H !Naruseb	:	General Manager: Finance
Ms L Mutenda	:	General Manager: Health Services and SWM
Mr U Tjiurutue	:	Corporate Officer of Administration
Ms A Kahuika	:	Administration Officer of Administration

ALSO PRESENT:

One (1) member of the public.

1. OPENING BY PRAYER

The Deputy Mayor opened the meeting with a prayer.

2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL
(C/M 2024/11/14 - 5/2/1/1/2)

On the proposal of Councillor B R !Goraseb seconded by Councillor M Henrichsen, it was:

RESOLVED:

That the agenda be adopted.

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

3.1 Application for leave of absence:

Councillor C-W Goldbeck - Approved

3.2 Declaration of interest:

Councillor H H Nghidipaya : Items 11.1.36

4. **CONFIRMATION OF MINUTES**

(C/M 2024/11/14 - 5/2/1/1/2)

4.1 **MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 03 SEPTEMBER 2024**

(C/M 2024/11/14 - 5/2/1/1/2)

On the proposal of Councillor B R IGoraseb seconded by Councillor M Henrichsen, it was:

RESOLVED:

That the minutes of the Ordinary Council Meeting held on 08 October 2024, be confirmed as correct.

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

None.

6. **PETITIONS**

None.

7. **MOTIONS OF MEMBERS**

None.

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

None.

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

(C/M 2024/11/14 - 5/5/2)

Honourable Councillors, The Chief Executive Officer, Mr. Alfeus Benjamin, General managers, Managers and officials of Council, Pastor, Members of the Junior Town Council, Members of the Community, Members of the media, Ladies and gentlemen

Good evening once again.

On behalf of Council, I am pleased to provide an update on our activities for the month of October.

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Let's now proceed with the highlights and developments of the past month.

Honourable Councillors, Ladies and gentlemen

The festive season is fast approaching and as we prepare for our festivities it is important to bear in mind the safety and security of our town. Council remains dedicated to creating a safer, more resilient Swakopmund, and we encourage community support in these initiatives.

Council recently held its regular stakeholder Crime Prevention Meeting to address the pressing safety concerns in Swakopmund, gathering law enforcement, community leaders, and stakeholders for an open dialogue on tackling crime and enhancing public safety. This collaborative meeting focused on concrete actions that aim to make our town safer for all.

The Swakopmund Police will increase foot and vehicle patrols in high-priority areas, aiming to deter crime and improve response times. Plans are also underway to develop community watch groups, allowing neighborhoods to stay vigilant and work in close coordination with local police to prevent crime. I would like to urge you to join in the neighborhood watch and ensure that we enhance safety and security in our areas.

We would also like to intensify our efforts to focus on enhancing street lighting and expanding surveillance in public space. However, it is important to note that the Municipality will not be able to do this on its own, but collectively we can make a lasting impact on the safety and well-being of our town.

Honourable Councillors, Ladies and gentlemen

To uphold Swakopmund's reputation as Namibia's cleanest city, we launched our annual clean-up campaign. This initiative aims to inspire residents to cherish and care for our beautiful environment by maintaining clean and welcoming spaces. Let's work together to keep Swakopmund shining.

This initiative invites residents, businesses, schools, and local organizations to come together to keep our beautiful town clean, green, and welcoming for all. Activities include weekly neighborhood clean-up challenges with prizes, large-scale community clean-up days in November and December led by the Mayor and Councillors, and a "Litter-Free Beach and Promenade Drive," where volunteers will distribute litter bags to beachgoers to keep our shores pristine.

I am excited about this campaign as we strive to keep Swakopmund clean and I look forward to awarding the best with their deserving awards.

Honourable Councillors, Ladies and gentlemen

We will now move on with the agenda and the deliberations. with that said, may we move on to the agenda points.

Thank you for your attention, and I look forward to our continued collaboration.

MAYOR

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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 OCTOBER 2024**

(C/M 2024/11/14 - 5/2/1/1/2)

RESOLVED:

That the report to Council on the resolutions taken by Management Committee meetings held on 17 October 2024 be noted.

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING OCTOBER 2024**

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 17 AND 24 OCTOBER 2024**

11.1.1 **REPORT OF THE PROPOSALS RECEIVED IN RESPECT OF THE EXPRESSION OF INTEREST FOR THE MANAGEMENT OF SWAKOPMUND EMERGENCY SHELTER**

(C/M 2024/11/14 - T 610)

RESOLVED:

- (a) That Council takes note and considers the attached proposals for Expression of Interest to manage the Emergency Shelter on Erf 610, Tamariskia.
- (b) That the proposal be submitted to a special meeting to accommodate the seven (7) presentations in respect of the proposals received.
- (c) That Council makes a final decision in terms of the most ideal proposal.
- (d) That the facility be used as a rehabilitation center for all social challenges faced by Swakopmund residents.

11.1.2 **PROPOSAL FOR THE RELOCATION OF FISH CLEANING FACILITY FROM ERF 955, SWAKOPMUND**

(C/M 2024/11/14 - E 2809; E 955)

RESOLVED:

- (a) That Council allows the General Manager: Engineering & Planning Services to appoint a consultant to assess the four different sites, including conducting a public scoping process, and advise Council on the site that has the minimum environmental, social, and economic impacts.
- (b) That the General Manager: Engineering & Planning Services be responsible for the design layout of the fish cleaning facility, based on the recommendations of the appointed consultant.
- (c) That approval be obtained from the Aesthetics Committee after the site has been selected and approved by Council.

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- (d) That the General Manager: Engineering & Planning Services be responsible for ensuring that the design layout includes proper parking, access roads, water points, and sanitation facilities.
- (e) That a final updated submission, including the updated design layout, public inputs, and estimated budget for the project, be presented to Council for final approval.
- (f) That the public scoping process be conducted in the most transparent manner by involving potential key role players and stakeholders.
- (g) That the normal statutory process of advertising for possible objections be complied with.

11.1.3

ERF 9628, EXTENSION 25: ASSESSMENT OF DEVELOPMENT PROPOSAL RECEIVED FOR ERF ZONED "INSTITUTIONAL"

(C/M 2024/11/14 - E 9628)

RESOLVED:

- (a) That Council takes note of the 5 development proposals received for the allocation of Erf 6928 (2 479m²), Extension 25, Swakopmund at a subsidized purchase price of N\$ 136 345.00 as resolved on 27 July 2023 under item 11.1.2.
- (b) That Council takes note of the requirement that the entity must provide proof of financing to purchase and develop the erf and of the reverting clause that should the erf not be developed within 5 years from the date of sale the property reverts to Council.
- (c) That Council takes note that only The National Spiritual Assembly of the Baha'IS of Namibia and The Potters House Christian Fellowship Church submitted sufficient proof of finances to acquire and develop the erf.
- (d) That based on the needs of the local community in Extension 25 Council allocates Erf 6928, Swakopmund to The Potters House Christian Fellowship Church.
- (e) That the conditions contained in the development proposal document Notice 49/2024 apply to the sale which includes a reverting clause.

11.1.4

DEVELOPMENT PROPOSALS RECEIVED: ALLOCATION OF ERF 4911. SWAKOPMUND TO QUALIFYING INSTITUTION

(C/M 2024/11/14 - E 4911)

RESOLVED:

- (a) That Council takes note of the proposals received for the allocation of Erf 4911, Swakopmund in terms of Notice 54/2024 and analyzed in detail under point 5 of the body of this submission.
- (b) That the purchase price for Erf 4911, Extension 14, Swakopmund, is N\$352 287.00 as provided for in the Property Policy and the allocation criteria only provides for proposals from non-profit entities.

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- (c) That Council takes note that only the following three entities listed below qualify for allocation in terms of conditions contained in Notice 54/2024:

1	Annexure "A"	Y-Fem Namibia Trust (T 529/2018)
3	Annexure "C"	The National Spiritual Assembly of the Baha'IS of South West Africa Namibia (incorporated association not for gain)
5	Annexure "E"	Christian Revival Church Swakopmund (non-profit association incorporated under section 21)

- (d) That Council approves the allocation of Erf 4911, Extension 14, Swakopmund to Christian Revival Church Swakopmund for the establishment of a safe house for women and children, along with a fully functional youth facility.

11.1.5

INSTALLATION OF SERVICES FOR EXTENSION 32, KRAMERSDORF

(C/M 2024/11/14 - 16/1/4/3/2)

RESOLVED:

- (a) That Council approves the estimated expenditure amounting to N\$68 248 618.75 for the installation of services for Extension 32, Kramersdorf, Swakopmund.
- (b) That the project be financed through the external loan facility of Messrs First National Bank Namibia.
- (c) That the funding of electrical infrastructure be funded by Erongo RED.
- (d) That pre-sale of erven be done during the installation of services period to ensure a faster loan repayment with less interest.
- (e) That the payment of rates & taxes be temporarily exempted for erven purchased during the installation of services period.
- (f) That the Development Bank of Namibia be engaged to compare the best possible funding options.

11.1.6

PERMANENT CLOSURE OF ERF 3352, SWAKOPMUND, EXTENSION 9 AS A "PUBLIC OPEN SPACE" AND REZONING OF ERF 3346, SWAKOPMUND EXTENSION 9 FROM "INSTITUTIONAL" TO "LOCAL BUSINESS" WITH A BULK OF 1 AND CONSOLIDATION OF ERVEN 3345, 3346 AND 3352, SWAKOPMUND EXTENSION 9 INTO CONSOLIDATED ERF X

(C/M 2024/11/14 - E 3345, E 3346, E3352)

RESOLVED:

- (a) That the permanent closure of Erf 3352, Swakopmund, Extension 9 as a "Public Open Space" be approved.
- (b) That the rezoning of Erf 3346, Swakopmund, Extension 9 from "Institutional" to "Local Business" with a bulk of 1 be approved.
- (c) That the consolidation of Erven 3345, 3346, and 3352, Swakopmund, Extension 9 into consolidated Erf X be approved.

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- (d) That the current title deed conditions registered against Erven 3345, 3346, and 3352, Swakopmund Extension 9 be cancelled and the following title deed conditions be registered against the title deed of Consolidated Erf X, Swakopmund Extension 9:
- (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);*
 - (ii) *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.*
- (e) That the costs involved be defrayed from Vote: 500031014300 where an amount of N\$1 400 000. 00, is available.

11.1.7

SWAKOPMUND PRACTICAL SHOOTING CLUB: NEW LEASE PERIOD

(C/M 2024/11/14 - 13/3/1/5)

RESOLVED:

- (a) That Council takes note that the lease period of Swakopmund Practical Shooting Club lapsed on 30 September 2021 and challenges were experienced to confirm the intention to renew because of a change in the leadership of the club and uncertainty about whether to apply for the existing area or to apply for an increased area.
- (b) That Council approves a new lease period for Swakopmund Practical Shooting Club for 5 years which period commenced on 01 October 2021 and terminates on 30 September 2026 for the lease site measuring approximately 24.1196 Ha in extent.
- (c) That the existing annual rental tariff be levied as from 01 November 2024 subject to the escalation of 7% on 01 July 2025, i.e. at an annual rental amount of N\$1 468.79 + N\$220.32 (15% VAT) = N\$1 689.11.
- (d) That the lease be advertised in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended at the cost to Swakopmund Practical Shooting Club and permission be obtained from the Minister of Urban and Rural Development as required in terms of the same Act.
- (d) That Council reserves the right to cancel the lease if valid objections from the public are received.
- (e) That the following conditions be applicable:
 - (i) *The annual rental amount be as stated under point (c) above.*
 - (ii) *That a refundable deposit, equal to one year's rent be payable and adjusted according to the annual increase, and any shortfall be levied.*
 - (iii) *That the lease period is terminable by either party by giving/receiving 3 months' written notice.*

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- (iv) That no fixed structures be erected and that temporary structures be erected at the risk of the lessee and be removed at the cost of the lessee at the termination/lapsing of the lease period.
- (v) That Council be indemnified against any and all claims (downrange and damages) from the public or members of the club which may arise due to the use of the site by the club;
- (vi) That the Municipal Council has unrestricted right of access to the area.
- (vii) That the lease site only be used as a shooting range for any related activities.
- (viii) That the site be restored to an acceptable condition on termination/lapsing of the lease period to the satisfaction of Council and, failing which Council will restore the lease area to its previous condition for the account of the Swakopmund Practical Shooting Club;
- (ix) That the club erects an acceptable perimeter fence (used tyres) and warning signs especially downrange to warn the public of the danger existing on the site due to the use of firearms; and
- (x) The lease may not be ceded or assigned to a third party without the written permission of Council first being obtained.

11.1.8

SALE OF PORTION OF LAND:

1. **AVAGRO-SUSTAINABLE AGRICULTURAL SOLUTIONS (PTY) LTD (OWNER OF FARM 178)**
2. **SOFIA ELISABET VAN HEERDEN (OWNER OF FARM 179)**
(C/M 2024/11/14 - 16/1/4/2/1/11, G2 (11); G2 (14))

RESOLVED:

- (a) That Council confirms its decision passed on 29 February 2024 under item 11.1.9 and approves the sale of a portion of land located between Farm 178 and 179 to **AVAGRO-Sustainable Agricultural Solutions (Pty) Ltd**, less the size of an access road along the border of Farm 179 to the river (alternatively that a right of way servitude be registered at the cost of the purchaser.
- (b) That Council approves the sale of a portion of land located to the south of Farm 179 to **Sofia Elisabet van Heerden**, the owner of Farm 179 (Farm Lilof).
- (c) That the purchase price be approved at N\$164 000.00 / Ha x the size of the Surveyor-General approved diagram (when issued), subject to the standard increase prescribed in Council's Property Policy, clause 7.5.
- (d) That **AVAGRO-Sustainable Agricultural Solutions (Pty) Ltd** (Owner of Portion 178) and **Sofia Elisabet van Heerden** (Farm Lilof) (owner of Farm 179) confirm acceptance in writing of the purchase price per Ha and the conditions of sale.
- (e) That the statutory requirements for the alienation of land in terms of the Local Authorities Act, Act 23 of 1992, as amended be complied with.
- (f) That the purchasers be responsible for the appointment of a town planner to attend to the required statutory processes for the subdivision of the portions and subsequent consolidation thereof with

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Farm 178 and Farm 179 respectively, the surveying of the subdivided portion; and rezoning to "Agriculture".

- (g) That the sale be subject to Council's standard conditions of sale by private treaty:**
- (i) That the purchasers each pay a deposit of N\$ 10 000.00 towards the statutory costs of the transaction including, but not limited to advertising costs, compilation of the agreement of sale, rezoning as well as any legal costs that may arise from this transaction.**
 - (ii) That the above deposit be paid within 90 days from Council resolution approving the purchase price, failing which Council's resolution will be revoked at the next Council meeting following the expiry of the 90 days.**
 - (iii) That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the transfer of the erf.**
 - (iv) That the transaction be concluded within 120 days from the date of a Surveyor-General diagram being issued.**
 - (v) That payment of the purchase price be secured either in cash or bank guarantee in favor of the Swakopmund Municipality within 120 days from the date on which a Surveyor-General approved diagram is issued:**
 - **Failure to secure the purchase price within the required period will result in cancellation without the need to place the purchaser on terms.**
 - **Should the purchase price be secured by a bank guarantee the transfer must be effected on/before the 120th day, else interest will be levied from the date of the Surveyor-General approved diagram being issued (date of sale) until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale.**
 - (vi) That the purchasers accept that no rights will accrue to it from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.**
 - (vii) The erf is sold "voetstoots" or "as is" with 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.**
 - (viii) That the property or any portion thereof may not be alienated without being offered to Council at the purchase price it was obtained from Council.**
 - (ix) The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.**
 - (x) That the purchaser be informed that should it be determined that the portions of land are located within the flood line of the Swakop River, section 90 of the Local Authorities Act, Act 23 of 1991, as amended will be applicable.**

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11.1.9

ERF 5229, EXTENSION 15, SWAKOPMUND:**1. SALE CANCELLATION****2. FUTURE SALE BY INVITING DEVELOPMENT PROPOSALS**

(C/M 2024/11/14 - E 5229)

RESOLVED:

- (a) That Council takes note of the letter dated 02 July 2024 from Promiseland Trust for the cancellation of the transaction for the acquisition of Erf 5229, Swakopmund due to not securing enough visually impaired scholars (despite their best efforts) to make the project viable.
- (b) That Council authorizes the refund of the purchase price paid on 16 November 2022 in the amount of N\$154 976.00 as the cancellation is not the result of non-performance in terms of clause 14.1 of the deed of sale.
- (c) That Council takes note of the unsolicited application dated 31 July 2024 received from R+H Trust to purchase Erf 5229, Swakopmund by private treaty sale and the applicant be encouraged to submit a development proposal as per points (d) and (e) below.
- (d) That development proposals be called from qualifying entities for the allocation of Erf 5229, Extension 15, Swakopmund, subject to the conditions prescribed in Council's Property Policy, excluding religious institutions due to the size of the erf being smaller than the minimum prescribed for religious institutions (2 500m²).
- (e) That the purchase price remains the same as approved at N\$154 976.00 (calculated at N\$83.50 / m² x 1 856m²) (N\$167.00 x 50% = N\$83.50) for non-profit entities.

11.1.10

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

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

RESOLVED:

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

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

11.1.11

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

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

RESOLVED:

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

11.1.12

ACCOUNT HOLDERS RECEIVING SOCIAL AND DISABILITY GRANTS

(C/M 2024/11/14 - 3/11/1/2/1/6)

RESOLVED:

- (a) That Council approves the writing off of the debts of 72 applicants who are account holders receiving social and disability grants.
- (b) That the opportunity to write off the debts of the account holders receiving social and disability grants only be done once off and effective a day after Council resolution has been passed.
- (c) That the General Manager: Finance ensures that beneficiaries of social and disability grants whose debts were already written off once should not benefit twice.
- (d) That no debt should be allowed to accumulate again once the debt of persons living with permanent disability receiving social and disability grants have been written off.

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11.1.13

FINANCIAL YEAR END - 2023 / 2024

(C/M 2024/11/14 - 3/1/1/1/1)

RESOLVED:

- (a) That Council approves the Additional Funds request amounting to N\$119 876 000.00 for the Operational Budget of 2023 / 2024 Financial Year.
- (b) That the additional funds be funded from the surplus of the Financial Year under review.

11.1.14

SWAKOPMUND TOURISM INFORMATION CC: RENEWAL OF THE LEASE AGREEMENT OF AN AREA OF THE PAVEMENT OPPOSITE ERF 228C SWAKOPMUND

(C/M 2024/11/14 - E 228C)

RESOLVED:

- (a) That Council approves the renewal of the lease period of Swakopmund Tourism Information CC to lease an area of the pavement opposite Erf 228C, Swakopmund measuring 37.51m² for utilization as a tourism information center and be used for tourism activities only.
- (b) That the lease period for Swakopmund Tourism Information CC be 5 years which commences on 01 December 2024 and lapses on 30 November 2029.
- (c) That the rental amount from 01 July 2024 be (N\$45.69/m² x 37.51m² = N\$1 713.83 + N\$257.07 (15% VAT) = N\$1 970.90 with an annual escalation of 7% starting from 1 July 2025.
- (d) That the lease be subject to the standard conditions and the following:
 - (i) That no sub-letting be allowed.
 - (ii) That Council reserves the right to cancel the lease if valid objections are received from the public.
 - (iii) That the applicant shall indemnify Council and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of the leased area.
 - (iv) That the lease is terminable by either party giving or receiving 3 months' notice.
 - (v) That the lessee does not operate after 22:00 daily.
 - (vi) That the deposit equal to 1 month's rental be adjusted and levied to be equal to the current rental tariff.
 - (vii) That all costs involved be for the lessee's account. Should they cease operating they must inform Council in writing and reinstate the area to its original condition at their own cost
 - (viii) The lease agreement is not transferable and may not form part of an estate.
 - (ix) That Council be informed of any change in membership.
- (e) That the lease be advertised in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended.
- (f) That Council reserves the right to cancel the lease if valid objections from the public are received during the subsistence of the lease.

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11.1.15

COUNCIL RESOLUTIONS: JANUARY TO JUNE 2024

(C/M 2024/11/14 - 5/2/1/1/2)

RESOLVED:

- (a) That Council takes note of the resolutions taken from January to June 2024.
- (b) That Council establishes a monitoring and evaluation function for the implementation of its decisions under the Corporate Services Division as required by NAMCODE.

11.1.16

APPLICATION TO COUNCIL TO MAKE AVAILABLE COUNCIL PROPERTIES FOR GENERAL ADVERTISING

(C/M 2024/11/14 - 7/2/1)

RESOLVED:

- (a) That Council acknowledges the applications by various companies to host various advertising submitted by:
- *Built-It Hardware & Supplies*
 - *Mobile Telecommunications Company (MTC)*
 - *Floodgate Media*
- (b) That Council approves boundary wall advertising of the following Council facilities:
- *Vineta Sports Field, Erf RE/2811*
 - *Mondesa Sports Field, Erf M 4345*
 - *Tamariskia Sports Field, Erf T RE624*
 - *Municipal Rest Camp, Erf RE/2747*
- (c) That Council does not allow any further Boundary Wall Advertising on the Old Municipal Sewage Treatment Plant located on Erf Portion 6.
- (d) That no further advertising be allowed on the Semi Purified Elevated Water Tower. Applicants are to be notified to apply for the Boundary Wall Advertising Spaces.
- (e) That no further application be considered for various Municipal Dust Bins located across town.
- (f) That the screen wall located on Erf T 626, Tamariskia advertising not to be allowed until Council has determined the future development of the property as per the following resolution passed by Council on 28 July 2022, under item 11.1.11 under point (d):
- (d) That the Economic Development Services Department proposes a suitable community development for the Remainder of Erf 626, Tamariskia by Council; alternatively Corporate Services & Human Capital invites development proposals at a purchase price of N\$500.00/m² (7 522m² x N\$500.00 = N\$3 761 000.00), excluding 15% VAT for allocation based on the best proposal.**
- (g) That the Street Light Poles only be used on application as per Advertising Regulation, only for Election Posters. No other application be allowed to Council other than for Political Purposes.

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(h) That the following rates be accepted by Council for 5m sections of Advertising Spaces on the Boundary Walls of the approved facilities:

• Tamariskia Sports Field, Erf T RE624	:	N\$2500.00/5m
Section/Month		
• Vineta Sports Field, Erf Re/2811	:	N\$3500.00/5m
Section / Month		
• Mondesa Sports Field, Erf M4345	:	N\$5000.00/5m
Section / Month		
• Municipal Rest Camp, Erf RE/2747	:	N\$5000.00/5m
Section / Month		

(i) That the applications to lease 5m sections of the approved Boundary Walls be made on the approved application form and that the following Terms & Conditions for part of the form and the basis of the agreement:

1. Applicants to complete the form available from the Building Control division or Municipal website.
2. Completed applications are to be submitted to the reception desk of the Building Control division.
3. All applications are to be submitted with a certified copy of the applicant's ID.
4. Only applications from locally registered businesses will receive approval.
5. Only a maximum of four (4) advertising spaces is allowed to be leased from Council by an entity, per facility
6. Sub-leasing is allowed for registered advertising companies.
7. All advertising spaces available are as per Council Resolution and Attached layouts.
8. All advertising is to be placed on the outer face of the boundary walls with no advertising to be placed on the inner face.
9. On the Vineta Sports Field, only advertising is to be placed on the interior of the boundary wall facing the stadium.
10. All preparations and application of advertising are to be done with methods/materials approved by the GM: EPS.
11. The advertising space to be returned to its original state when a lease period has expired
12. One lease term is twelve (12) months. Tariffs are payable as an upfront payment for the 12-month term.
13. No advertising may be obscene or offensive in nature.
14. Where an advertisement is considered non-compliant with this Regulation or for any other reason Council may deem appropriate and applicable, Council may serve a written notice on the responsible person to either remove the sign or to render it compliant with the Regulation by taking suitable action to remove the unwanted situation identified by Council within a specified period.
15. If at the end of the period specified in point 13 above, the responsible person fails to remove the advertisement or to render the advertisement compliant with the Regulation, Council may remove the advertisement or render the advertisement compliant with the Regulation.
16. If a person fails to comply with a notice given under point above, Council may remove the sign, render it compliant with the Regulation, or take any other remedial action that is necessary and reasonable in the circumstances.
17. Failure to react to instructions from Council will result in a ban of the particular applicant to place any further advertising.

(j) That the updated Advertising Regulations will incorporate the above resolution and be submitted to the Management Committee for review.

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11.1.17 **UNAPPROVED ADDITIONS TO STRUCTURE ON ERF 10041, SWAKOPMUND, EXTENSION 17**
(C/M 2024/11/14 - E 10041)

RESOLVED:

- (a) That the unapproved encroachment of the building lines by the structure on Erf 10041, Swakopmund, Extension 17 be noted,
- (b) That the rear building lines on Erf 10041, Swakopmund be relaxed from five (5) meters to three (3) meters,
- (c) That a fine of N\$26 724.10 be settled in full by the owner of Erf 10041 for the unapproved portions of the construction.
- (d) That once all construction work is completed, associated documentation is submitted and the fine amount in (c) above is paid in full a Completion Certificate be issued for the development on Erf 10041, Swakopmund.

11.1.18 **REQUEST FOR FUNDS FOR URBAN AGRICULTURE**
(C/M 2024/11/14 - 17/5/3)

RESOLVED:

- (a) That Council approves the requested funds to the amount of N\$100 000.00 for the Urban Agriculture Project to support and maintain garden projects in Swakopmund.
- (b) That the General Manager: Finance secures funds amounting to N\$100 000.00 for the Urban Agriculture project to Vote: 300031013600, (Urban Agriculture Project).

11.1.19 **APPLICATION FROM MTC DOME TO DONATE TWO (2) ERVEN TO PARA-ATHLETES (MR CHRIS KINDA AND MR KELVIN !GOAGOSEB)**
(C/M 2024/11/14 - E 7602, E 7619, 14/2/1/2)

RESOLVED:

- (a) That Council takes note of the land application by MTC Dome for a donation of two erven to Mr Chris Kinda and his guide, Mr Kelvin !Goagoseb.
- (b) That Council takes note that Council's Property Policy only provides for the donation of land to government and non-profit entities.
- (c) That Council allocates two erven to the applicants at the development cost for Extension 28 as follows:

1	Kelvin !Goagoseb	7602	313	Residential	N\$39,125.00
2	Chris Kinda	7619	407	Residential	N\$50,875.00

- (d) That the sale be subject to Council's standard conditions of sale which includes compliance with the statutory process prescribed in terms of

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the Local Authorities Act, Act 23 of 1992, as amended.

- (e) That MTC Dome facilitates the construction of houses for the two para-athletes.
- (f) That a pre-emptive condition be registered on the title deed, that the erven may not be sold if unimproved or transferred to third parties within 10 years from the date of issuing of the completion certificate in respect of the construction of a house.

11.1.20

40/40 (CREDIT-LINK) HOUSING PROJECT: REQUEST TO USE AN INDEPENDENT CONTRACTOR: ERF 1309, MATUTURA, EXTENSION 7 - MS ALBERTINA NANYEBO
(C/M 2024/11/14 - E 1309 M)

RESOLVED:

- (a) That Council approves the request of Ms. Nanyebo to choose an independent contractor to commence with the construction of her house on Erf 1309, Matutura, Extension 7.
- (b) That Ms Nanyebo be advised to seek legal assistance regarding the recovery of the N\$50,000.00 she paid to Selkan Enterprises.
- (c) That Council takes note that Ms Nanyebo has until 02 February 2025 to complete the construction of her house.
- (d) That Selkan Enterprises be requested to provide a report or timeline of the delay as poor performance can result in being blacklisted and not being used for construction by any of the beneficiaries that will be allocated the remaining vacant erven under the 40/40 project.

11.1.21

APPLICATION TO CANCEL PRE-EMPTIVE RIGHT AND TRANSFER ERF 7001, SWAKOPMUND, EXTENSION 26 BUILD TOGETHER PHASE I
(C/M 2024/11/14 - E 7001)

RESOLVED:

- (a) That Council takes note that Erf 7001, Extension 26, Swakopmund was allocated to Mr Joan Eben-Ezer Sheehama through the Build Together Program Phase I for the sole purpose of constructing a house, and the Deed of Sale was signed on 17 March 2017, and the purchase price of N\$26,000.00 was paid in full on 11 April 2023.
- (b) That it be noted that Mr Sheehama is unemployed, cannot afford to pay the basic services, nor the loan to develop Erf 7001, Extension 26, Swakopmund, and has not been living in Swakopmund, for a long time.
- (c) That it be noted that Mr Sheehama donated the erf to his nephew Mr Albino Felesianu, who is paying the service account of Erf 7001, Extension 26, Swakopmund, and has made improvements on the property.
- (d) That Council takes note that Mr Felesianu is not on any of Council's lists of land applications.
- (e) That it be noted that Erf 7001, Extension 26, Swakopmund is utilized

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for business and residential purposes by Mr Felesianu Albino and his brother.

- (f) That Mr. Sheehama be informed that Mr Felesianu may continue assisting with payments of expenses of the property as a co-applicant, without granting him full ownership, and on condition that the erf may only be used for single residential purposes.

11.1.22

APPLICATION BY MS A D S GANASES TO WAIVE THE PRE-EMPTIVE RIGHT OF ERF 7693, EXTENSION 28, SWAKOPMUND

(C/M 2024/11/14 - E 7693)

RESOLVED:

- (a) That Council approves to waive the pre-emptive right over Erf 7693, Extension 28, Swakopmund by allowing Ms Ashley Delecha Sharon Ganases the daughter and executor of the estate of the late Mr John Elvis Gariseb to sell the erf to Mr Nelson Jeremia Korukuve based on an agreement reached between the children, and the reimposition of condition of sale remains in force.
- (b) That it be noted that services were installed at the cost of N\$ 150.00 per m² for the erf which was developed and that the cost needs to be recovered by Council.
- (c) That Ms Ganases be responsible for paying the current value of the land which is 315m² × N\$150.00/m² = N\$47 250.00 and now escalated to N\$ 56 000.00 according to the latest valuation to reinvest in the development of low-cost housing programs.
- (d) That NHE issues the title deed to Mr Korukuve after the transfer of the property to the estate and the full amount in point (c) above is recovered by Council for land value.
- (e) That Ms Ganases be informed that once she sells the property, she no longer qualifies for allocation of an erf under the low-cost housing projects in Swakopmund, as she is no longer a first-time property owner.
- (f) That Council delegates the authority to the Chief Executive Officer to cancel the restrictive pre-emptive clause over a property where:
- (i) *A beneficiary is deceased and the heirs agree to sell the property,*
 - (ii) *In instances where a purchaser passed on and the executor requested to sell to a 3rd party,*
 - (iii) *The restrictive clause be reimposed on the new owner.*

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

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11.1.23 **APPLICATION FOR THE SUBDIVISION OF ERF 4666, SWAKOPMUND, EXTENSION 9 INTO PORTION C AND REMAINDER AND SUBSEQUENTLY REZONING OF PORTION C FROM "INSTITUTIONAL" TO "PUBLIC OPEN SPACE"**

(C/M 2024/11/14 - E 4666)

RESOLVED:

- (a) That Erf 4666, Swakopmund, Extension 9 **not** be subdivided into Portion C and Remainder.
- (b) That proposals be invited through the expression of interest for the best suitable use of Erf 4666, Swakopmund, Extension 9 as an *Institutional* land.
- (c) That the provision of a *Public Open Space* be made a condition for any future development on Erf 4666, Swakopmund, Extension 9, without the rezoning option.

11.1.24 **SUBDIVISION OF PORTION 29 (A PORTION OF PORTION 40) OF FARM 163 INTO PORTIONS A, B, AND REMAINDER**

(C/M 2024/11/14 - PTN 29)

RESOLVED:

- (a) That the subdivision of Portion 29, (a portion of Portion 40) of Farm 163 Swakopmund into Portions A, B, and Remainder be approved as per the table below:

PORTION NUMBER	SIZE IN HA	ZONING
Portion A	3.50 ha	Agriculture
Portion B	3.68 ha	Agriculture
Rem/PTN 29	3.66ha	Agriculture
Total	10.84 ha	

- (b) That conditions registered against Portion 29, (a portion of Portion 40) of Farm 163 Swakopmund be retained for Remainder of Portion 29, (a portion of Portion 40) of Farm 163 Swakopmund.
- (c) That the following conditions be registered against the newly created portions A and B:
 - (i) *That the portion shall be used or occupied for purposes which are in accordance with, and the use or occupation of the portion 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 No.5 of 2018),*
 - (ii) *The building value of the main building, excluding the outbuilding to be erected on the portion shall be at least four times the municipal valuation of the portion.*
- (d) That the subdivision of Portion 29 (a portion of Portion 40) of Farm 163 Swakopmund be subject to an endowment fee of 7.5% as provided for in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) as well as the Municipality of Swakopmund Property Policy.

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- (e) That all additional infrastructure that will be required as a result of the proposed development be for the account of the applicant and in accordance with the specifications of the General Manager: Engineering and Planning Services.
- (f) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation (endowment) fee for the subdivision has been received by Council.
- (g) That the applicant provides proof that the subdivision of Portion 139 (a Portion of Portion 40) of Farm 163 into Portion A and Remainder has been approved by the Minister of Urban and Rural Development and provides Council with approved diagrams before any submission of building plans to the Engineering and Planning Services Department for approval, and
- (h) That the on-site parking requirements be as per the Swakopmund Zoning Scheme.

11.1.25

SUBDIVISION OF PORTION 139 (A PORTION OF PORTION 40) OF FARM 163, SWAKOPMUND INTO PORTION A AND THE REMAINDER

(C/M 2024/11/14 - PTN 139)

RESOLVED:

- (a) That the subdivision of Portion 139 (a Portion of Portion 40) of Farm 163 into Portion A and Remainder measuring 5.0006 Ha and 5.0007 Ha in extent, respectively, be approved.
- (b) That compensation fee in respect of an endowment fee of 7.5% be charged for the newly created portion.
- (c) That the applicant provides proof that the subdivision of Portion 139 (a Portion of Portion 40) of Farm 163 into Portion A and Remainder has been approved by the Minister of Urban and Rural Development and provides Council with approved diagrams before any submission of building plans to the Engineering and Planning Services Department for approval.
- (d) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation fee for the newly created portion has been received by Council.
- (e) That all additional infrastructures that are to be required as a result of the proposed development be for the account of the applicant and in accordance with the specifications of the General Manager: Engineering and Planning Services.
- (f) That the current title deed conditions registered against the Remainder of Portion 139 (a Portion of Portion 40) of the Farm 163 should be retained and be registered against the newly created Portion A (a portion of Portion 139 (a portion of Portion 40) of the Farm 163.

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11.1.26

APPLICATION FOR THE SUBDIVISION OF ERF 3613, SWAKOPMUND, EXTENSION 3 INTO PORTION A AND REMAINDER

(C/M 2024/11/14 – E 3613)

RESOLVED:

- (a) That Erf 3613, Swakopmund, Extension 3 be subdivided into Portion A and Remainder.
- (b) That the subdivision will have the following effect:

Portion A	Residential	1:900	950
RE/3613	Residential	1:900	1769
TOTAL			2719

- (c) That the provision of municipal services to the newly created erven be for the account of the applicant to the satisfaction of the General Manager: Engineering and Planning Services.
- (d) That the conditions registered against Erf 3613, Swakopmund Extension 3 be cancelled and that the following conditions be registered against newly created Portion A.

- (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).*
- (ii) *The building value of the building to be erected on the erf shall be at least four times the municipal valuation of the erf.*

- (e) The subdivision of Erf 3613, Swakopmund Extension 3 into Portion A and Remainder be subject to a 7.5% compensation fee with respect to endowment calculated according to Regulation 9 (b) relating to the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) read in conjunction with the Swakopmund Municipality Property Policy,
- (f) That the applicant provides proof that the subdivision of Erf 3613, Swakopmund Extension 3 into Portion A and Remainder has been approved by the Minister of Urban and Rural Development and provides Council with approved diagrams before any submission of building plans to the Engineering and Planning Services Department for approval.
- (g) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation fee for the newly created portion has been received by Council.
- (h) That the objectors be informed of Council's decision and their right to appeal to the Minister against Council's resolution 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 stipulated period.

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11.1.27 **REPORT: 14TH TKC (TRANS KALAHARI CORRIDOR) JOINT LAW ENFORCEMENT OPERATION FROM 18-24 AUGUST 2024, RUSTENBURG, SOUTH AFRICA**

(C/M 2024/11/14 - 11/1/4/35)

RESOLVED:

That Council takes note of the 14th (TKCMC) Trans Kalahari Corridor Joint Law Enforcement Operation Report held in Rustenburg South Africa from 18-24 August 2024.

11.1.28 **WITHDRAWAL OF EXTENSION 13, MATUTURA: INVITATION FOR DEVELOPMENT PROPOSAL FOR THE INSTALLATION OF SERVICES AND CONSTRUCTION OF HOUSES**

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

RESOLVED:

- (a) That Council amends point (d) (8) (iii) 1. of Council resolution passed on 12 December 2023, item 11.1.28 by restructuring the sentence in two separate points, i.e. points 1 and 2; and repeals point 2: to invite development proposals for the installation of services and construction of houses on the erven zoned "Single Residential" at Extension 13, Matutura:

(d) (8)

(iii) *Matsi Investment (Pty) Ltd*

1. That Council cancels the agreement with Matsi Investment (Pty) Ltd. and Extension 13, Matutura be advertised for sale by call for development proposals subject to the conditions approved by Council on 29 June 2023 under item 11.1.20, point (d);
2. That Extension 13, Matutura be advertised for sale by a call for development proposals subject to the conditions approved by Council on 29 June 2023 under item 11.1.20, point (d).

- (b) That the General Manager: Engineering & Planning Services provides cost estimates and cash flow projections; and timelines for the installation of services keeping in mind delays caused by environmental requirements (if any).
- (c) That the General Manager: Engineering and Planning Services budget for the finalization of installation of services for Extension 13 in its budget for the 2025/2026 financial year.
- (d) That Erongo RED be consulted for assistance in undertaking and funding the development of the electrical infrastructure.
- (e) That the General Manager: Corporate Services & HC be permitted to commence with the selling erven ±3 months before the completion of the installation of services by closed bid sales at an upset price determined on the cost estimates under (b) above; subject to the conditions approved by Council on 01 July 2021 under item 11.1.4, i.e. first-time property owners and allocation to the second highest bidder.

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11.1.29 **NON-COMPLIANCE ACTIVITIES ON ERF 3079, !NAWAS STREET, OLETWENI, SWAKOPMUND**
(C/M 2024/11/14 - M 3079)

RESOLVED:

- (a) That the illegal activities taking place on Erf 3079, !Nawas Street, Oletweni, Swakopmund be legally ceased.
- (b) That Council seeks the services of a legal practitioner for the elimination of the said nuisance on Erf 3079, Swakopmund.
- (c) That all costs thereof be for the account of the owner of Erf 3079, Swakopmund.
- (d) That the General Manager: Health Services and Solid Waste Management be appointed to adduce to the affidavit on behalf of Council to institute and prosecute the application.
- (e) That the court order is effective as soon as the appointment of the legal practitioner is done.

11.1.30 **SUBMISSION REQUEST FOR JUNIOR TOWN COUNCILLORS TO SHADOW MUNICIPALITY COUNCILLORS AND STAFF MEMBERS**
(C/M 2024/11/14 - 5/3/1/3)

RESOLVED:

- (a) That Council approves the Junior Town Council shadowing program for the period from November 2024 to April 2025.
- (b) That the Municipal Councillors assist the members of the Junior Town Council.
- (c) That the General Managers identify and avail staff members that the JTC members can shadow on a rotational basis.
- (d) That availed staff members assist with the filling in the progress reports of the Junior Town Council for the shadowing period.
- (e) That the PA to the Mayor provides a feedback report on the progress and outcomes of the program.

11.1.31 **INVITATION TO THE OFFICIAL OPENING OF THE 2024 TSUMEB COPPER FESTIVAL**
(C/M 2024/11/14 - 5/5/1)

RESOLVED:

- (a) That the approval granted to the Mayor to attend the Tsumeb Copper Festival's official opening ceremony, be condoned.
- (b) That the following estimated expenditure for traveling and subsistence expenses be defrayed from the Conference Expenses Vote: 101015505500 where N\$82,745.00 is available.

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SUMMARY OF EXPENDITURE					
Item	Lunch Tarif (1x400,00)	Overnight Allowance (3x1000,0)	Accommodation (3x1000,00)	Transport Cost (N\$5.00/Km)	Total
Overnight allowance in Windhoek (N\$2 000.00) x 2	N\$800.00	N\$6 000.00	N\$6 000.00	-	N\$12,800.00
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS				-	N\$12,800.00

11.1.32 **INVITATION TO CHANCELLOR'S ANNUAL CHARITY GALA DINNER**
(C/M 2024/11/14 - 5/5/1)

RESOLVED:

That the invitation to attend the UNAM Chancellors' Annual Charity gala dinner scheduled to take place on 13 November 2024 not be approved due to short notice.

11.1.33 **INVITATION TO PARTICIPATE AT THE INAUGURAL 1ST EDITION OF LOCAL AUTHORITIES' SPORTS, RECREATION, ARTS AND CULTURE (LASRAC) ECOSYSTEM AWARDS IN WINDHOEK**
(C/M 2024/11/14 - 5/5/8/2)

RESOLVED:

- (a) That the approval for Council to participate at the LASRAC Ecosystem Awards scheduled to take place on 13 November 2024, in Windhoek for the following delegates, be condoned:
- Deputy Mayor
 - Public Relations Officer (on behalf of the Chief Executive Officer)
 - Sports and Recreation Officer
- (b) That the following estimated expenditure for traveling and subsistence expenses be defrayed from the Conference Expenses Vote: 101015505500 where N\$82,745.00 is available.

SUMMARY OF EXPENDITURE					
Item	Lunch Tarif (1x400,00)	Overnight Allowance (3x1000,0)	Accommodation (3x1000,00)	Transport Cost (N\$5.00/Km)	Total
Overnight allowance in Windhoek (N\$2 000.00) x 2	N\$1 200.00	N\$6 000.00	N\$6 000.00	-	N\$13 000.00
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS				-	N\$13,000.00

11.1.34 **ERONGO RED BOARD OF DIRECTORS // APPOINTMENT OF AN ALTERNATE MEMBER**
(C/M 2024/11/14 - 11/1/4/17)

RESOLVED:

That Council approves the appointment of an alternate member for Mr. David Dhila in the vacant position on the Erongo RED Board of Directors representing the Swakopmund Municipal Council.

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- 11.1.35 **INVITATION TO THE NALAO 21ST ANNUAL CONFERENCE AND AGM: 5 - 8 NOVEMBER 2024, NIPAM, WINDHOEK**
(C/M 2024/11/14 - 5/5/1)

RESOLVED:

That Council does not participate in the 21st Annual Conference and Annual General Meeting to be held from 5 to 8 November 2024 at the NIPAM Campus Centre, Windhoek.

- 11.1.36 **SALE OF ERF 4770 (A PORTION OF ERF 4362), MONDESA TO HAFENI TOURISM GROUP (PTY) LTD: REQUEST FOR AMENDMENT OF CLAUSES REGARDING HOTEL DEVELOPMENT**
(C/M 2024/11/14 - M 4770)

During the discussion of this item, Councillor H H Nghidipaya declared interest in the matter and left the Chambers.

RESOLVED:

- (a) **That Council takes note of the letter received from Hafeni Tourism Group (Pty) Ltd dated 27 September 2024 requesting amendments to clauses 8.2.2, 8.2.3, 8.2.6, and 8.5 of the duly signed agreement for the sale of Erf 4770, Mondesa.**
- (b) **That Council takes note that the condition for the construction of a hotel was not imposed by Council, but on 27 April 2017 under item 11.1.6 in accordance with the application dated 13 February 2017 under the heading "Application for Land to Build Mondesa Hotel and Traditional Restaurant" received from Hafeni Cultural Group (Pty) Ltd**
- (c) **That Council takes note that the zoning of the newly created erf was approved on 27 April 2017 as "General Business with a bulk of 2.0) and that Hafeni Tourism Group (Pty) Ltd is struggling to secure financing for the payment of the purchase price and 15% VAT due to the wording "hotel" as it appears in the recordal and clause 8.2.2 of the duly signed deed of sale.**
- (d) **That to facilitate the securing of funding by Hafeni Tourism Group (Pty) Ltd Council agree to amend the word in the deed of sale "hotel" with "tourism accommodation establishment and traditional restaurant".**
- (e) **That an addendum to the agreement reflecting the above change be signed by both parties and a final extension of time be granted until 31 January 2025 taking into account the annual closure of the Deeds Registry Office and Council's decision passed on 02 April 2024 under item 11.1.6.**
- (f) **That making concessions in terms of clauses 8.23, 8.26, and 8.5 not be considered as the sale of Erf 4770, Mondesa was by private treaty to Hafeni Tourism Group (Pty) Ltd for the purposes applied for and not for speculation. As an *in-principle* decision and as standard practice these clauses are waived in favor of registered financial institutions in order to register bonds.**
- (g) **That should the transaction not be finalized by 31 January 2025 (purchase price and 15% VAT secured) the cancellation be submitted to Council for confirmation.**
- (h) **That specific restrictive clause/s be amended to allow easy access to funding for all future applications.**

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11.1.37

PROPOSAL FOR ESTABLISHING AND OPERATING A BEACHFRONT BUSINESS: BEACH BEDS AND NON-ALCOHOLIC COCONUT AND MOCKTAIL BAR

(C/M 2024/11/14 - 14/2/4/3)

RESOLVED:

- (a) That permission is granted to Imantheo Beach Club to establish a beachfront business, offering beach bed rentals and operating a coconut bar selling non-alcoholic drinks, subject to the following conditions:
- (i) That the following rental be charged:
- Refundable Deposit = N\$724.00 per an area
 - Rental Fees of N\$357.52 X 4 per 20m² weekend or N\$428.60 4 per 20m² weekly (Exclusive 15% VAT) per an area
- (ii) That noise be restricted to the immediate surrounding area (i.e. 85 Decibels) and upon any complaints of noise pollution or misbehavior, the approval be terminated.
- (iii) That the applicant indemnifies 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 from the utilization of the property.
- (iv) That the applicant ensures that there is no littering, dogs, hubby, or alcohol at the identified beach area.
- (v) That the applicant restores the area to its normal state after utilization.
- (vi) That the applicant ensures that all health and beach regulations are adhered to.
- (vii) That all materials/ structures to be used are temporary and neutral in color.
- (b) That the request be approved from 10 December 2024 to 10 January 2025.
- (c) That strictly no sale of alcohol be allowed on site and no storage facilities (containers) be allowed on site.
- (d) That periodic reviews be conducted during the operational period to ensure compliance and address any issues promptly.

11.1.38

REQUEST FOR ADDITIONAL FUNDS AND APPROVAL TO FUND NAMPOL ACCOMMODATION AND MEALS

(C/M 2024/11/14 - 3/15/1/6/1)

RESOLVED:

- (a) That the General Manager: Finance be permitted to avail additional funds of N\$412 915.03 for Namibian Police Force (Vote: 101016509500) to cater for NAMPOL accommodation and meals for the period 23 August 2024 - 06 January 2025.
- (b) That the Namibian Special Field Force be requested to assist with the safety and security at the Swakopmund Fair from 19-21 December 2024.

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- (c) That the Ministry of Safety and Security ensure that the Special Field Force is full-time deployed in Swakopmund during the dates mentioned in (a).
- (d) That the Namibian Police Force be requested to submit a report of their activities for the periods of 23 August 2024 to 06 January 2025 to Council.
- (e) That this generous support of the Municipality to the Namibian Police Force be publicized on all media platforms.
- (f) That it be noted that the Namibian Special Field Force police will be withdrawn during the general and presidential election week and that Council's financial implication should therefore be reduced proportionately.

11.1.39

REQUEST FOR APPROVAL FOR GONDWANA COLLECTION NAMIBIA TO INSTALL HEART FRAME AT KRAMERSDORF, SWAKOPMUND
(C/M 2024/11/14 - 7/2/2)

RESOLVED:

- (a) That Council approves for Gondwana Collection Namibia to proceed with the installation of the heart frame at Kramersdorf and opposite the Delight Swakopmund near the municipal-installed frame at the far end of the walkway to avoid disrupting pedestrian traffic.
- (b) That the approval in (a) above be granted on the condition that the structure is constructed from non-corrosive materials, securely anchored, and properly maintained to prevent safety risks or aesthetic deterioration.
- (c) That Council be indemnified against any damage, theft, or liabilities arising from the installation, use, or maintenance of the heart frame, ensuring Council is not held accountable for any incidents related to the structure.

11.1.40

SUBDIVISION OF ERF 3754, SWAKOPMUND PROPER INTO PORTION A AND REMAINDER
(C/M 2024/11/14 - E 3754)

RESOLVED:

- (a) That the subdivision of Erf 3754, Swakopmund Proper into Portion A and the remainder be approved as per the table below:

PORTION NUMBER	SIZE IN M²	ZONING
Portion A	1016 m²	General Residential
Remainder 3754	1034 m²	General Residential
Total	2050 m²	

- (b) That Conditions registered against Erf 3754, Swakopmund Proper be retained for the Remainder of Erf 3754, Swakopmund Proper.
- (c) That the following conditions be registered against the newly created portion A:

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- (iii) *That the Erf shall be used or occupied for the 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 No.5 of 2018).*
- (iv) *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.*
- (d) That the subdivision of Erf 3754, Swakopmund Proper be subject to an endowment fee of 7.5% as provided for in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) as well as the Municipality of Swakopmund Property Policy.
- (e) That all additional infrastructures that are to be required as a result of the proposed development be for the account of the applicant and in accordance with the specifications of the General Manager: Engineering and Planning Services.
- (f) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation (endowment) fee for the subdivision has been received by Council.
- (g) That the on-site parking requirements be as per the Swakopmund Zoning Scheme.

11.1.41

APPLICATION FOR THE REZONING OF ERF 4058, SWAKOPMUND, EXTENSION 7 FROM "LOCAL AUTHORITY" TO "GENERAL INDUSTRIAL" AND CONSENT TO OPERATE AN ABATTOIR (NOXIOUS INDUSTRY) IN ACCORDANCE WITH THE PROVISIONS OF THE SWAKOPMUND ZONING SCHEME

(C/M 2024/11/14 - E 4058)

RESOLVED:

- (a) That the rezoning of the Erf 4058, Swakopmund, Extension 7 from "Local authority" to "General Industrial" be approved.
- (b) That consent used for a Noxious Building to operate an Abattoir on Erf 4058, Swakopmund, Extension 7 be approved.
- (c) That the rezoning of Erf 4058, Swakopmund, Extension 7 is not subject to a compensation fee with respect to Betterment calculated in accordance with Section 9 (b) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) Regulations in conjunction with the national betterment fee policy of 2009.
- (d) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve; shall be tolerated,
- (e) That the applicant provides proof that the rezoning has been approved by the Minister and promulgated.
- (f) That the objector be informed of Council's decision and their right to appeal to the Minister against Council's resolution 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 stipulated period.

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- 11.1.42 **REVIEWING THE CANCELLATION OF THE SALE TRANSACTION OF ERVEN 2747 AND 2748, EXTENSION 13 FROM BLACK RIVER INVESTMENT CC**
(C/M 2024/11/14 - E 2747 M, E 2748 M)

RESOLVED:

That in order to maintain consistency, Council declines the request from Black River Investment CC to purchase Erf 2747 and 2748, Matutura.

- 11.1.43 **MASS HOUSING PROGRAM: REQUEST TO WAIVE PRE-EMPTIVE RIGHT OVER ERF 4056, MONDESA, EXTENSION 9 - MR AND MS HANGULA**
(C/M 2024/11/14 - M 4056; 14/2/1/2)

RESOLVED:

- (a) That Council takes note of the application by Mr. and Ms. Hangula to waive the pre-emptive right registered against Erf 4056, Swakopmund, Extension 9.
- (b) That Council waives the restriction registered in the Deed's Office against Erf 4056, Mondesa, Extension 9 to allow Mr and Ms Hangula to sell their property to a third party based on the court order (divorce settlement agreement) provided.
- (c) That Council takes note that the third party already made a payment of N\$700,000.00 to the transferring attorney's trust account, Dr. Weder, Kauta & Hoveka.
- (d) That Council delegates the authority to the Chief Executive Officer to waive the restrictive pre-emptive clause over a property where a court order to sell the property to a third party is in place without referring the matter to Council:
 - (i) *on condition that any costs incurred by Council in providing the housing opportunity be recovered such as instances where the erf was donated.*

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

- 11.1.44 **STANDARD RESOLUTION FOR GRATUITY PAYMENT FOR ALL ENDORSED COMMITTEE MEMBERS**
(C/M 2024/11/14 - 16/1/4/2/1/2, 16/1/4/2/1/14)

RESOLVED:

- (a) That Council takes note that on 27 January 2022 under item 11.1.44 the following was resolved:
 - (b) *That in order to obtain accurate information/data on the number of households located on Extensions 24, 25, 38, and Portion 184; the following framework and procedure is proposed:*
 - (i) ...

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(ii) The General Manager: Corporate Services & HC be authorized to assess the need for and recruit temporary staff to attend to the envisaged survey and relocation project."

- (b) That the following DRC Proper (Extensions 27, 29, and 30) committee members be paid a once-off amount of N\$1 500.00 (x 13 = N\$19 500.00) to the active committee members.

1. Elizabeth Elao
2. Zibora Auxas
3. Haimbili Ndinelago
4. Martha Shimbonga
5. Dula Helena
6. Emilie M Lukombo
7. Sishango Tulile
8. Ndaudako Gabriel
9. Sevelia Djuulume
10. Haimbodi Paulina
11. Gideon Abisai Nambili
12. Alleta Shaningwa
13. Aphonsina Makuti

- (c) That the once-off gratuity payment mentioned in (b) above only be paid when the project in the particular extensions they serve are completed.

- (d) That the following Wagdaar (Extensions 40, 41 and 42) Committee Members and Extension 28 Committee Members where the enumeration exercise was completed (during the periods indicated under point 2 in the submission) be compensated at a rate of N\$1 500.00 x 11 = N\$16 500.00.

Wagdaar Committee Members:

1. Hildegardt Vaendapi Katjiekua
2. Lovis Ngesheya
3. Rebecca Ndume
4. Aron Haufiku
5. Junius Niinkoti
6. Nghilongwa Perrys Petrus
7. Josef Swaartbooi
8. Frans Stefanus

Extension 28 Committee Members:

1. Caroline Kasenda
2. William Makayi
3. Mathilda Swartz

- (e) That a once-off gratuity payment of N\$1 500.00 applies to all committee members who participate in the enumeration exercise once the projects are completed in the relevant extensions they serve.
- (f) That no gratuity payment be entertained when no enumeration of residents is undertaken in a particular extension/s.
- (g) That the General Manager: Finance avails an additional amount of (N\$36 000.00) to remunerate the committee members mentioned in (b) above.

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11.1.45

REQUEST TO INSTALL AND REMOVE A BILLBOARD

(C/M 2024/11/14 - E 3723)

RESOLVED:

- (a) That the Billboard advertisement illustration as applied for will cause a nuisance in the neighborhood.
- (b) That the Masonic Management Committee application to place a Billboard advertisement in Erf 3723 as per the illustration provided be declined.
- (c) That no further Billboard applications be considered on the B2 highway leading into town inside the road reserve or on the Erven located along this highway.
- (d) That the rusted billboard hanging alongside the B2 highway leading into the town entrance/exit be removed.

11.1.46

BENCHMARK VISIT TO THE ROOTS AGRICULTURE PROJECT

(C/M 2024/11/14 - 17/5/3)

RESOLVED:

- (a) That the benchmark visit to the Roots Agriculture Project in Stampriet and Urban Agriculture Project in Mariental from 21 -25 October 2024, be condoned.
- (b) That, Council approves the following officials to visit the ROOTS Agriculture Project and Urban Agriculture Project in Hardap Region.
 - Chairperson of the Management Committee
 - Chief Executive Officer
 - General Manager: Planning and Engineering Services
 - Environmental Health Practitioner (Mr Robeam Ujaha)
- (c) That special leave be granted to the officials for travel to the Hardap Region
- (d) That traveling and subsistence allowance is paid in terms of Council policy when required and the expenses be defrayed from the Conference Expenses Vote: 300015505500.

OFFICIALS	LUNCH TARIFF	TOTAL NIGHTS	DAILY ALLOWANCE (@NS 1000)	ACCOMMODATION (@ NS 1000)	TOTAL
Cllr B. Goraseb	NS 400.00	4	NS4 000.00	NS4 000.00	NS 8400.00
Mr A. Benjamin	NS 400.00	4	NS4 000.00	NS4 000.00	NS 8400.00
Mr C. McClune	NS 400.00	4	NS4 000.00	NS4 000.00	NS 8400.00
Mr R.Ujaha	NS 400.00	4	NS4 000.00	NS4 000.00	NS 8400.00
TOTAL					NS 33 600.00

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11.1.47 **PRESENTATION BY STRATEX CONSULTING**
(C/M 2024/11/14 - 4/1)

RESOLVED:

- (a) That Council takes note of the presentation by Dr A Olivier.
- (b) That it be noted that the relevant Procurement Processes need to be followed, should Council consider such services.

11.1.48 **APPROVAL FOR FUNDS FOR CONTINUATION PROJECT - EXTENSION OF WATER NETWORK AT SMALL HOLDINGS (W/ONB-SM-005/2024)**
(C/M 2024/11/14 - 16/2/1/11/3)

RESOLVED:

- (a) That Council approves the reinstatement of Vote: 600031027500 [Water Network Swakopmund Smallholdings] from the 2023/2024 financial budget to the 2024/2025 financial budget.
- (b) That the General Manager: Finance be granted permission to reallocate the amount of N\$2 000 000.00 under Vote: 600031027500 [Water Network Swakopmund Smallholdings] within the current budget to support this project.

11.1.49 **PRESENTATION OF THE DEVELOPMENT BANK OF NAMIBIA AND REQUEST TO SIGN A STRATEGIC COMPREHENSIVE AGREEMENT**
(C/M 2024/11/14 - 16/2/1/11/3)

RESOLVED:

- (a) That Council take note of the presentation of the Development Bank of Namibia (DBN).
- (b) That a Strategic Comprehensive Partnership Agreement (SCPA) be signed with the Development Bank of Namibia (DBN).

11.1.50 **APPLICATION FOR CONSENT USE FOR A NOXIOUS INDUSTRY (RADIOACTIVE HANDLING AND STORAGE FACILITY) ON ERF 3954, SWAKOPMUND, EXTENSION 10**
(C/M 2024/11/14 - E 3954)

RESOLVED:

- (a) That the application for consent use for a Noxious Industry (Radioactive Handling and Storage Facility) be approved on condition that an independent environmental impact/risk assessment be done by the applicant at their own cost for consideration by Council.
- (b) That all other statutory processes of the Environmental Impact Assessment be complied with and the public is afforded the opportunity for comments and objections, if any.

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- 11.1.51 **SUPPORT FOR LEAP4HY PROJECT**
(C/M 2024/11/14 - 16/1/4/2/11)

RESOLVED:

- (a) That Council supports the LEAP4Hy Project.
- (b) That the Chief Executive Officer be mandated to sign the Memorandum of Understanding and any relevant documentation thereto.
- (c) That any cost in respect of the support above be for the account of the project proposer.

- 11.1.52 **TRANSFER OF FUNDS TO THE 2024/5 FINANCIAL YEAR - SUPPLY, DELIVER AND INSTALL PLAYING APPARATUS**
(C/M 2024/11/14 - 16/2/5/2)

RESOLVED:

- (a) That the following capital project mentioned hereunder be transferred to the 2024/2025 financial year:

Project Description	Amount Approved	Estimated Amount To Be Carried Over 2023/2024	Vote Number
Supply, Delivery, and Installation of Playing Apparatus (G/RFO/SM-029/2024)	N\$173 642.50	N\$117 500.00	400531019100

- (b) That permission be granted to the General Manager: Finance to transfer these votes with the required amounts to the 2024/2025 financial year.

- 11.1.53 **NEW TRAVELING DATES FOR PARTICIPATION IN THE WORLD URBAN FORUM, 30 OCTOBER 2024 TO 10 NOVEMBER 2024, CAIRO, EGYPT**
(C/M 2024/11/14 - 11/2 /5/3)

RESOLVED:

- (a) That the approval granted to the new traveling dates for the General Manager: Corporate Services and Human Capital, Mr Mpsi Haingura to attend the World Urban Forum from 30 October - 11 November 2024 in Cairo, Egypt, be condoned.
- (b) That the additional estimated expenditure of N\$12 450.00 for traveling and subsistence expenses be defrayed from the Conference Expenses Vote: 150015505500.
- (c) That the General Manager: Finance source additional funds of N\$12 450.00 and transfer to the Conference Expense Vote: 150015505500.

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- 11.1.54 **REQUEST FOR FINANCIAL ASSISTANCE TO PARTICIPATE IN THE 2024 NEDBANK DESERT DASH AND TO REPRESENT THE SWAKOPMUND MUNICIPALITY**
(C/M 2024/11/14 - 3/15/1/6/1)

RESOLVED:

- (a) That Council approves the sponsorship request of Mr S Shongolo and Mr A Strauss to participate and represent the Swakopmund Municipality at the Nedbank Desert Dash that will be hosted from 06-07 December 2024.
- (b) That the sponsorship for both applicants be towards the branded cycling gears/kits, bike services, and accommodation expenses, amounting to the value of N\$13 104.40.
- (c) That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$233 977.83 is available.
- (d) That, in the future, all sport-related funding/sponsorship requests be submitted through the Sports Club.

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

None.

The meeting adjourned: **20:00**

Minutes to be confirmed on: **28 November 2024.**

Councillor Dina Namubes
MAYOR

Mr Alfieus Benjamin
CHIEF EXECUTIVE OFFICER

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETING HELD DURING NOVEMBER 2024**

10.1 (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 14 NOVEMBER 2024**

2. **CONFIRMATION OF MINUTES**

(M/C 2024/11/14 - 5/2/1/1/2)

2.1 **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 08 OCTOBER 2024, 17 OCTOBER 2024 AND 24 OCTOBER 2024.**

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

RESOLVED:

That the Minutes of the Management Committee meetings held on 08 October 2024, 17 October 2024 and 24 October 2024 be confirmed as correct.

7.19 **REQUEST FOR APPROVAL OF OPERATIONAL ADJUSTMENTS AND FACILITY UPGRADES AT NORTHERN BEACH RECREATIONAL FACILITY**

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

RESOLVED:

That this item be withdrawn from the agenda.

10.2 **TOWNSHIP ESTABLISHMENT ON PORTION 96 OF SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41 AND LAYOUT APPROVAL**

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

RESOLVED:

That this item be referred to the Management Committee meeting for consideration.

10.5 **INCREASED SECURITY GUARDS - TOURISM PROTECTION (TPU) UNIT**

(M/C 2024/11/14 - 13/3/2/1)

RESOLVED: (For Condonation By Council)

- (a) **That Council increase the number of security guards from five to 13 to cover eight security zones as shown on the attached map, for N\$35 265.60, for two (2) months.**
 - (b) **That Omle Security Services CC be requested to purchase all the necessary equipment to enable them to better perform their duty.**
 - (c) **That the funds be defrayed from Vote: 150515543500 where N\$6 774 776.16 is available.**
 - (d) **That a meeting be convened with all the security service providers on modalities to ensure coverage of multiple zones/areas.**
-

10.7 **WALVIS BAY MAYORAL FUND ANNUAL FUNDRAISING GALA**
(M/C 2024/11/14 - 5/1/1)

RESOLVED: (For Condonation by Council)

- (a) That Council supports the Walvis Bay Mayoral Fundraising Gala Dinner to be hosted on 16 November 2024.
- (b) That provision be made for a N\$5,000.00 pledge of the Municipality of Swakopmund at the gala dinner.
- (c) That approval be granted for payment of N\$1,500.00 per seat for Council members who will be able to attend.
- (d) That the cost for traveling and subsistence expenses be defrayed from the Publicity Vote: 101015533000 where N\$44558.98 is available.

10.8 **BOYS LEADERSHIP CAMP (BLC2024) SODA 22 NOVEMBER TILL 01 DECEMBER 2024**

(M/C 2024/11/14 - 5/1/1)

RESOLVED: (For Condonation By Council)

- (a) That Council identifies ten (10) boys to attend the Boy's Leadership Camp 2024 from 22 November 2024 to 01 December 2024.
 - (b) That the Youth Development Officer accompany the boys to Ongeyama Farm situated 10 km from Okahandja.
 - (c) That a payment of N\$1,500.00 be made for each participant, bringing the total amount payable to N\$15,000.00.
 - (d) That Council makes the necessary arrangements to transport the participants to and from Ongeyama Farm where the boy's camp will take place.
-

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING NOVEMBER 2024**

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 14 NOVEMBER 2024**

11.1.1 **REQUEST FOR AUDIENCE: MESSRS THE NAMIBIAN MARSHALL RANGERS EMERGENCY RESCUE SERVICES**

(C/M 2024/11/28 - 16/2/10/6;5/2/4/5)

Ordinary Management Committee Meeting of 14 November 2024, Addendum 7.1 page 03 refers.

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

1. INTRODUCTION:

This submission serves to inform Council of a request by Mr. Sean Naude of the Namibian Marshall Rangers Emergency Rescue Services, as detailed in the **Annexure "A"** proposal dated **27 September 2024**. Mr Naude has been invited to present to Council his proposal to utilize the Mole Boat Launch area for voluntary sea rescue training and emergency exercises.

2. BACKGROUND:

Mr. Naude is a local lifeguard operator with a boating license, conducting operations along the beaches of Swakopmund and Walvis Bay. He holds several relevant certifications (**Annexure "B"**), including:

- *Under 25-ton Skipper Certification*
- *Basic Safety and Familiarization Certificate*
- *Lifeguard/Lifesaver Certificate*
- *Competency Certificate as a Safety Officer*
- *Competency Certificate as a Safety Manager*
- *Vessel License under 25 gross tons (valid until 05 May 2025)*

Mr Naude has historically launched his sea rescue operations from the Platz Meer boat launch area, where he has responded to various water emergencies. However, due to safety concerns at Platz Meer, Mr. Naude requests permission to relocate his operations to the Mole Boat Launch area. This move would support improved safety for his activities, which he conducts in collaboration with local authorities to enhance emergency response.

The proposal from Mr. Sean Naude of Namibian Marshall Rangers Emergency Rescue Services highlights the need for a safer and more accessible launch site to improve the effectiveness of his team's volunteer sea rescue operations. In **September 2024**, the Economic Development Services Department procured this service for the second time without receiving any formal bids for similar support, further underscoring the essential role of Mr. Naude's operations in emergency response along the coast.

3. PROPOSAL:

Allowing Namibian Marshall Rangers to use the Mole Boat Launch area would enhance the safety and efficiency of volunteer-led emergency services. This arrangement would support a stronger partnership between

Council and emergency responders, facilitating quicker notifications and coordinated responses to water-related incidents. The Namibian Marshall Rangers are equipped to provide voluntary support for drowning prevention and rescue operations, which aligns with Council's safety objectives.

4. CONCLUSION:

It is proposed that Council notes the Namibian Marshall Rangers Emergency Rescue Services presentation for the Management Committee Meeting on **14 November 2024** and considers the potential community benefits of their voluntary support in water-related emergencies.

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

RECOMMENDED:

- (a) That Council takes note of the proposal by Namibian Marshall Rangers Emergency Rescue Services for volunteer sea rescue assistance at the Mole Boat Launch area.**
 - (b) That the presentation by Mr S Naude be noted.**
 - (c) That Council appreciates the voluntary service being rendered by Namibian Marshall Rangers Emergency Rescue Services.**
 - (d) That the service provider indemnifies Council for any potential liability.**
-

ANNEXURE "A"

Good day

This letter serves to request permission for The Namibian Marshall Rangers Emergency Rescue service to make use of the Mole boat launch for purposes of conducting emergency exercises and training.

We are an established emergency service in Swakopmund and provide ambulance services to the community at no cost to municipality or state .

We noticed that there are no active sea rescue services along the West Coast and therefore invested into purchasing vessels as well equipment to assist with and water incidents from drownings to Marine life rescues.

We have been using the boat launch by Platz A Meer ,however, this launch is not safe or in a condition to be used, especially in the case of an emergency at sea.

The Mole launch is the closest, as well near to our base, and is currently the only safe place for launching vessels.

We regularly run emergency drills for training purposes as well to make sure our vessels are in proper operating order for sea use.

We have attended several drownings as well near drowning incidents since operating in the Erongo Region.

We have offered our services at no cost to the municipality districts along the West Coast as well the relevant government institutions such as working together with the Navy when it comes to search and recovery services.

I personally have done my international lifeguard training and certification as well recently achieved my PADI diving certification in order to provide such services along the coastline.



I am also a qualified safety officer as well as a safety manager and work with a professional team who runs strict protocols during operations.

We always consider the public when training and make sure the water is clear of swimmers or beach goers when launching or taking out of our vessels.

We would like to offer our services to the local authorities and build a good relationship, so that when an incident occurs regarding the ocean, we be notified by local authorities and work conjoined in efforts to deal with the situations at hand.

We also have recently registered a tour company WaveRunneR tours & Adventures CC, which will be doing scenic educational tours on the ocean as well as fishing trips to attract water activities within the district of Swakopmund

We therefore would appreciate the co-operation by being granted the authority to conduct our services with regard to our above mentioned matters.

As well requesting that the boat launch by the Platz A Meer be given attention, to be made easily accessible for vessels for launching.

This would allow more vessels to use this facility away from the Mole without clashes between swimmers and vessels.

The Mole launch is currently the only safe place to launch, and we recommend that safety features and signs be put up to notify the public to clear this area when vessels are being launched for safety purposes including warning lights Port and Starboard, as well a beacon light to be erected for safety to warn swimmers of vessels entering and exiting the launch area.

I trust this letter finds you well and that we have covered all relevant sections.

We hereby offer our services to the Municipality District of Swakopmund at no cost as well request permission to conduct our training exercises and operations along the coastline within Municipality District in order to offer water safety to the public and our visitors.



**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.2

INFORMATION REQUESTED BY MANAGEMENT COMMITTEE: PURCHASE OF A PORTION OF RE/ PORTION 4 BEHIND ERVEN 9 AND 10 VINETA

(C/M 2024/11/28 - V 9 & V 10)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.2** page **13** refers.

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

On **17 October 2024**, whilst discussing item 8.12, the Management Committee requested confirmation that they approved the sale of a Portion of RE/Portion 4 located behind Erven 9 and 10, Vineta.

Council approved the ✓sale, ✓subdivision, and ✓consolidation of the portion of land on 25 January 2024 under item 11.1.24. The rezoning was not considered by Council at the time.

The rezoning application is a separate statutory process that is being attended to by the Engineering & Planning Services Department and was submitted under item 8.12 to the Management Committee on **17 October 2024**. Below is a timeline of the application and Council's approval.

2. Background

2.1 The application of Stubenrauch Planning Consultants Town Regional Planner on behalf of Lumeris Investments Seventeen CC to purchase a portion of Re/ Portion 4 located to the west of Erven 9 and 10, Vineta was tabled at the Management Committee on **11 January 2024** under item 8.12 and the following was resolved:

"That this item be referred back and be resubmitted to the Special Management Committee Meeting for further consideration".

2.2 The application was resubmitted to the Special Management Committee scheduled for **23 January 2024** with the following proposed conclusion for recommendation to the Management Committee:

RECOMMENDED:

- (a) That Council do not approve the application of Lumeris Investments Seventeen CC (the owner of Erven 9 and 10, Vineta) to purchase a portion of Road De Re / Portion 4 measuring 1 483m² located behind Erven 9 and 10, Vineta as it will result in densification, traffic flow congestion and create precedent for all property owners of residential beach front erven.
- (b) That Lumeris Investments Seventeen CC be advised to consolidate Erven 9 and 10, Vineta and apply for consent to use consolidated erf for tourism related accommodations as per provision of the Town Planning Scheme.
- (c) That the Public Open Space in front of the beach area located within the townland be preserved and maintained as public garden for beautification of the coastline.

"FOR CONSIDERATION"

- 2.3 The Management Committee on **23 January 2024** made a recommendation to Council to approve the sale of the street portion. On **25 January 2024** under item 11.1.24 Council decided to sell the portion of land (attached as **Annexure "A"**).

As can be seen from the above decision, Council has not approved the application for the rezoning of the consolidated property (see point (d) of the resolution).

- 2.4 Council's intention to sell the portion of land was published (point (b) of **Annexure "A"**) as required in terms of the Local Authorities Act, Act 23 of 1992, as amended. No objections were received at the closing date, i.e. **04 June 2024**.

On **14 June 2024**, a letter was received from Van Rensburg Associates on behalf of the owners of properties in the surrounding area objecting to the sale. Objections are mainly based on the construction of a hotel on the property, which can only materialize should the property be rezoned to "general business".

On **17 June 2024**, the applicant was informed of the outcome of the publication process and reminded that Council has not considered the rezoning application.

- 2.5 An application dated **17 June 2024** was tabled to the Minister of Urban and Rural Development to proceed with the sale processes (**Annexure "B"**). It was pointed out to the said Minister that objections were received after the due date for objections. The objection was attached to the letter as well (also attached to **Annexure "B"**).

The Minister of Urban and Rural Development approved on **08 July 2024** attached as **Annexure "C"**. The approval also indicates the zoning as "single residential".

- 2.6 In conclusion, in terms of point (d) of Council's resolution of **25 January 2024**, item 11.1.24 quoted below, the sale is on hold pending the successful finalization of the statutory process:

"(d) That once approval is obtained, the applicant appoints professional services providers to attend to all the required statutory processes with reference to the closure as street, subdivision and consolidation at their cost."

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

RECOMMENDED:

That Council takes note:

- (a) **That Council conditionally approved the sale of a portion of Re/Portion 4 on 25 January 2024 under item 11.1.24, but no decision was made regarding the rezoning application at the time.**
- (b) **That the statutory publication process for the sale was completed on 04 June 2024 and no objections were received by the closing date.**
- (c) **That on 14 June 2024, an objection was received mainly regarding the construction of a hotel on the subject portion of land and the objection was included in the submission to the Minister of Urban and Rural**

Development dated 17 June 2024. The objection is against the construction of a hotel which is not possible without a rezoning to "General Business" being approved.

- (d) That on 08 July 2024 approval was granted by the Minister of Urban and Rural Development to proceed with the sale of the subject portion of land.
 - (e) That the rezoning application is a separate statutory process attended to by the Engineering & Planning Services Department and was accordingly tabled to the Management Committee on 17 October 2024 under item 8.12.
 - (f) That the Engineering and Planning Services Department resubmit the rezoning application for consideration.
-

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- (ii) the erven have been advertised in terms of section 63 of the Local Authorities Act, Act 23 of 1992, as amended,
- (iii) ministerial consent is given from Ministry of Urban and Rural Development in terms of section 30 (1) (t) of the Local Authority's Act, (Act 23 of 1992), as amended, to sell the erven to the beneficiaries.
- (iv) the beneficiaries have settled the purchase price and/or made arrangements with banking institutions to settle the purchase price.
- (v) Upon registration of transfer of the property.

11.1.23 **AUDIENCE: MATSI INVESTMENT (PTY) LTD CANCELLATION OF DEVELOPMENT AGREEMENT FOR EXTENSION 13, MATUTURA**
 (C/M 2024/01/25 - 16/1/4/2/1/14) CO: P
GM: CS&HC

RESOLVED:

- (a) That Council takes note of the presentation by Matsi Investment (Pty) Ltd with regards to the cancellation of the development agreement.
- (b) That Council remains with Council's decision passed on 12 December 2023 under item 11.1.28 approving the cancellation of the development agreement with Matsi Investment (Pty) Ltd for the development of Extension 13, Matutura.

11.1.24 **RESUBMISSION: PURCHASE OF A PORTION OF RE / PORTION 4 BEHIND ERVEN 9 AND 10 VINETA**
 (C/M 2024/01/25 - V 9, V 10) CO: P
GM: CS&HC

RESOLVED:

- (a) That Council conditionally accepts the application by Stubenrauch Planning Consultants Town Regional Planner on behalf of Lumeris Investments Seventeen CC to purchase a portion of Re/ Portion 4 measuring approximately 1 483m² located to the west of Erven 9 and 10, Vineta for consolidation with Erven 9 & 10, Vineta with the following conditions:
 - (i) That the purchase price for the street portion of Re/ Portion 4 be determined at N\$4 000.00/m².
 - (ii) That the 10m height restriction be a special condition for approval.
 - (iii) That Vehicle access shall be limited from 1st Ave only.
 - (iv) That final approval shall only be granted after all comments and objections are received.
- (b) That Council proceeds with the publication of the purchase in terms of the Local Authorities Act 23 of 1992; whereafter approval from the Ministry of Urban and Rural Development be applied for.

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(c) That Council's Standard Conditions of sale by private treaty be applied:

- (i) That the purchaser pays a deposit of N\$50 000.00 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.*
- (ii) That the above deposit be paid within 90 days from the Council resolution approving the sale and purchase price, failing which Council's resolution will be revoked at the next Council meeting following the expiry of the 90 days.*
- (iii) That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the transfer of the erf.*
- (iv) That all costs related to the transaction be for the account of the purchaser.*
- (vi) That subsequent to the issuing of a Surveyor-General approved diagram for the subdivided portion the transaction be concluded within 120 days from the date of the last party signing the deed of sale to secure the purchase price for the two erven.*
- (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 the date the last party signing the deed of sale:*
 - (aa) Failure to secure the purchase price within the required period will result in cancellation without the need to place the purchaser on terms.*
 - (bb) Should the purchase price be secured by a bank guarantee the transfer must be effected on / before the 120th day, else interest will be levied as from the date the last party signing the deed of sale (date of sale) until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale (date of last party signing).*
- (viii) That the purchaser accepts that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*
- (ix) The portion of land is sold "voetstoots" or "as is" with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.*
- (xvi) The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof by the purchaser.*
- (xiv) That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.*
- (xv) That the purchaser provides the registration documentation of the entity and that the shareholders / members must be cautioned that*

Ordinary Council Meeting - 25 January 2024

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the shareholders / members remain the same until the transfer is completed and they have complied with all conditions of sale.

- (d) That once approval is obtained, the applicant appoints professional services providers to attend to all the required statutory processes with reference to the closure as street, subdivision and consolidation at their cost.**

Ref No: **V9 & V10**

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P.O. Box

53, Swakopmund, Namibia

swkmun@swkmun.com.na

Enquiries: **Mr A Benjamin**

17 June 2024

The Executive Director
Ministry of Urban and Rural Development
P O Box 13289
WINDHOEK

emgende@murd.gov.na

Attention: **Ms E M Gende/ Mr J Ishila**

Dear Sir/ Madam

SALE OF A PORTION OF ROAD DE RE/ PORTION 4, VINETA TO LUMERIS INVESTMENTS SEVENTEEN CC

The above subject refers.

1. **Introduction**

Ministerial approval is herewith applied for in terms of section 63 read together with section 30 (1) (t) of the Local Authorities Act (Act 23 of 1992), as amended to:

- ↳ proceed with the sale of a portion of Road De Re/ Portion 4, Vineta to Lumeris Investments Seventeen CC (hereinafter referred to as Lumeris) as approved by Council on 25 January 2024, item 11.1.24.

The duly approved Council Minutes are attached as Annexure "A".

The intended sale was published under Notice 45/2024 (Annexure B) as required in terms of section 63 of the Local Authorities Act (Act 23 of 1992), as amended. No objections were received by the closing date, 04 June 2024. However, after the closing date for objection on 14 June 2024, a letter was received from Van Rensburg Associates on behalf of the owners of properties in the surrounding area objecting to the sale.

The letter of Van Rensburg Associates was acknowledged, and they were informed that the objections for the sale closed on 04 June 2024. They can only object against the subdivision and consolidation when it is advertised, by the appointed Town Planner.



Attachments:

Annexure "A"	Application by Lumeris to purchase a portion of Road De Re/ Portion 4, Vineta
Annexure "B"	Council's signed minutes passed on 25 January 2024 , item 11.1.24
Annexure "C"	Publication of Notice 45/2024
Annexure "D"	A map indicating the location of a portion of Road De Re/ Portion 4, Vineta
Annexure "E"	Letter of Van Rensburg Associates dated 14 June 2024

2. Background

An application dated **29 March 2023** was received from Stubenrauch Planning Consultants Town and Regional Planners on behalf of Lumeris (owner of Erven 9 and 10, Vineta) to purchase a portion of Road De Re / Portion 4 (measuring 1 483m²) located behind Erven 9 and 10, Vineta.

Road De is an unused road adjacent to the beach area. The portion is currently used as public garden although it was initially designed for the road purpose to separate the town boundary from the beach.

Lumeris intends to purchase the subject portion in order to consolidate it with Erven 9 and 10, Vineta and rezone the consolidated erf to 'General Business' in order to develop a 5- star boutique hotel.

The proposed development will not block public access to the beach area as there is an open space right next to the erven that will give the public access to reach the beach. According to the applicant, an additional public parking area will be developed in Riesle street adjacent to Erf 9, Vineta.

The Structure Plan provides that the public open space of the coastline precinct allows possible extension of an erf up to the proclaimed town boundary if used for tourism accommodation / mixed use.

After assessed the proposed development, the General Manager: Engineering & Planning Services confirmed that they have no objection to the proposed development as it is in line with the Structure Plan 2020 – 2040.

Although the applicant proposed to rezone the consolidated erf from "Single Residential" to 'General Business', the proposed rezoning was not approved by Council hence the applicant will therefore be required to submit their application for rezoning for Council consideration.

3. Application to the Honourable Minister of Urban and Rural Development

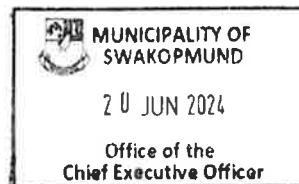
The approval of the Honourable Minister of Urban and Rural Development is hereby sought in terms of section 63 read together with section 30 (1) (t) of the Local Authorities Act (Act 23 of 1992) to proceed with the sale of a portion of Road De Re/ Portion 4, Vineta to Lumeris Investments Seventeen CC (hereinafter referred to as Lumeris) as approved by Council on **25 January 2024**, item 11.1.24.

For any further enquiries, please do not hesitate to contact the undersigned at 064-410 4100.

Yours faithfully,


Mr A Benjamin
 Chief Executive Officer

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VAN RENSBURG ASSOCIATES

ATTORNEYS | NOTARY | VALUATOR

A division of the legal services of the firm Van Rensburg & Partners

Our reference/Oms Verwysing

VR/diana/HO0090

14 June 2024

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

ATT: MRS M SHEEHAMA

Dear Madam

RE: SALE OF A PORTION OF ROAD DE RE / PORTION 4 VINETA, SWAKOPMUND

1. We refer to the above matter and confirm acting on behalf of the following persons who are the owners and/or authorised representatives of the properties indicated next to their names, who intends lodging an objection to the intended sale by yourselves of a portion of Road Re De / Portion 4, Vineta, Swakopmund to Lumeris Investments Seventeen cc:

1.1	Moira Ruziecki	Erf 3
1.2	JM Visser Trust -	Erf 6
1.3	Dr Nils Koch -	Erf 7
1.4	John Gerber -	Erf 8
1.5	John & Sonja Hopkins -	Erf 11
1.6	Koos & Riana Brandt -	Erf 13
1.7	Wolfgang Reith -	Erf 14
1.8	Graswereld Trust -	Erf 15
1.9	T Ertank & L Roets -	Erf 16
1.10	H Ertank Family Trust -	Erf 17
1.11	T Ertank & L Roets -	Erf 18
1.12	Karin da Silva -	Erf 32
1.13	Nelle Redman -	Erf 35
1.14	Ellen Prinsloo -	Erf 37
1.15	AF Noelle -	Erf 39
1.16	Vera Leech -	Erf 44
1.17	E Kotze -	Erf 64

Christof van Rensburg (B.A., LL.B., Notary Public)
assisted by Leandra Elizabeth Groot (B.A., LL.B., WVS)

Email: admin@vanrensburgassociates.com

Tel: +264 - 64 - 405 343 / 405 133 | Fax: +264 - 64 - 404 727 / 088 650 9933

1st Floor, Am Sward Building | Tobias Haiyeko Street
P.O. Box 61, Swakopmund, Namibia

19-03-06-9 ✓

V9

V10



1.18	Caroline Pajewski -	Erf 65
1.19	Pieter Koep -	Erf 963
1.20	Thomas Raith -	Erf 1537

2. The single residential erven along the beach front of which 9 & 10 forms part of a prime upmarket single residential neighbourhood consisting of properties which have been purchased by our clients who are owners / representatives of the owners thereof for exactly this purpose, to wit the fact that they intend residing on said properties. A premium has been paid by most of them due to the location of said properties which are located in a pure residential neighbourhood. Should a hotel be constructed on a consolidated portion of land consisting of the consolidated erven 9; 10 and Portion 4 Vineta this will change the pure residential nature of the neighbourhood which change will negatively affect the tranquil nature thereof which our clients have paid for and are entitled to enjoy. A hotel will necessarily bring about changes to the environment amongst others increased activity of guests, noise and an increase in traffic.
3. The purchase of a portion of "Road De Re" / Portion 4 Vineta will create a precedent in that your Council will have difficulty in refusing the sale of further portions thereof in future to other property owners located adjacent to this "Road" as the current applicant has managed to purchase the same from yourselves. Upon closer scrutiny it transpires that Road De Re / Portion 4 currently forms part of a general recreational / beach area that are accessible by the public and which is located to the West of the properties located along First Avenue, between said properties and the Ocean. Gardens have been developed on portions of this area and there is no semblance of a road as such at all. Your Council has in fact constructed paved walkways in the direct vicinity of this road which is being used for recreational purposes by members of the public amongst others for purposes of walking dogs and jogging.
4. Extension of Erven 9 & 10 Vineta towards the Western side (and the Ocean) will necessarily negatively impact on the rights of the properties in the vicinity of Erven 9 & 10 Vineta amongst others as the existing sea view enjoyed by said properties (which is probably the most important factor in determining the high price that said properties attain in the open market) will be impeded by a boutique hotel which the Applicant intends constructing on the consolidated property. Many of the properties in the vicinity of Erven 9 & 10 are gradually being improved and renovated thereby not only increasing the value of said properties but the popularity of this neighbourhood. This general improvement of the neighbourhood directly benefits your Council by not only improving the popularity of the town and attracting property owner of financial means, but also through the fact that you are entitled to collect increased amounts of property tax on such (higher valued) properties to the benefit of all residents.

We would in the light of the above be pleased to hear from you.

Yours faithfully

VAN RENSBURG ASSOCIATES

Per: C van Rensburg



Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: J. Ishila (Mr.)
Tel: (+264+61) 297-5200
Fax: (+264+61) 297-5305

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref.: 14/14/1/S2
Your Ref. V9 & V10

Mr A. Benjamin
Chief Executive Officer
Municipality Of Swakopmund
P. O Box 53
SWAKOPMUND

Dear Mr. Benjamin,

SALE OF A PORTION OF ROAD DE RE/PORITION 4, VINETA TO LUMERIS INVESTMENTS SEVENTEEN CC

Your letter dated 17 June 2024 has reference.

The Honourable Minister has, in terms of Section 30 (1) (t) read together with Section 63 (2) (b) of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended granted approval to the Swakopmund Municipal Council to sell the immovable property listed below, subject to the condition of the Council Resolution taken at the Ordinary meeting of the 25 January 2024 under item 11.1.24.

Applicant	Property	Size (m ²)	Land Use	Price (N\$)
Messrs Lumeris Investments Seventeen cc	A Portion of the Road De Re/Portion 4, Vineta Swakopmund	1 483	For Consolidation with Erf 9 and 10, zoned Single Residential	5 932 000.00

Yours Sincerely,


NGHIPINUA DANIEL
EXECUTIVE DIRECTOR

All official correspondence must be addressed to the Executive Director

11.1.3

PREPAID WATER TARIFF AND IMPLEMENTATION PLAN

(C/M 2024/11/28 - 16/2/1/7/1; 17/2/1/7/1)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.3** page **22** refers.

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

The purpose of this submission is to present to the Management Committee a tariff structure for the Prepaid Water Service Connection as well as an implementation plan for the pre-paid water meters.

2. Background

On **12 December 2023**, Council decided at an ordinary meeting under item 11.1.36,

- (a) *That Council takes note of the report on the pre-paid pilot project.*
- (b) *That Council approves the implementation proposal that priority shall be given to, residents that are in debt, but also applying the debt recovery ratio of 70:30 as decided by Council on 24 May 2023 under item 11.1.4, point (j).*
- (c) *That Council approves the implementation proposal that after priority in point (b) is satisfied, pensioners that want to move from the standard postpaid water metering system to pre-paid water metering system be second priority.*
- (d) *That Council approves the implementation proposal that after priority in point (b) and (c) is satisfied, that residents that want to move from the standard postpaid water metering system to pre-paid water metering system be considered.*
- (e) *That all residents listed in points (b), (c), and (d), pay the full amount of the pre-paid water meter before any installations and changes to their municipal accounts are to be made.*
- (f) *That the General Manager: Finance submits a new water tariff for the domestic pre-paid water metering system.*

Based on the above decision, the Engineering and Planning Services commenced the bidding process to acquire the meters and support system.

On **31 July 2024**, Messrs Netvend Metering Solutions CC was awarded the contract for the supply and delivery of pre-paid water meters and water meter boxes.

On **06 September 2024**, the contract was signed with Messrs Netvend Metering Solutions CC and discussions were held and agreed for the first batch of 50-100 water meters to be supplied to Council by the end of October 2024. The meters that have been delivered are stuck at customs. The service provider is attending to the requirements of NAMRA.

On **20 September 2024**, a meeting was held by Messrs Netvend Metering Solutions CC to commence with the integration of the metering system with Council's financial system.

On **30 September 2024**, Netvend initiated the application for a supply group code from Messrs STS Association, which will allow the buying and selling of water through the new system.

3. **Tariff Structure**

3.1 **Proposal**

It is proposed that Council offers the residents two options when they apply for the Prepaid Water Service Connection.

Option 1	:	The resident can choose to pay for the Prepaid Water Service Connection up-front.
Option 2	:	The resident can choose a 5-year loan repayment and repay Council for the Prepaid Water Service Connection.

The tariff structure has been calculated considering the following factors,

Water Service Connection - this is based on the above two (2) payment options for the Prepaid Water Service Connection and this amount is to cover the meter and support functions. The 5-year repayment option will be calculated on a monthly rental fee, which will be the cost of the meter and supporting systems plus administration costs for 60 months. The cost of the Meter with Supporting services amounts to N\$ 3605.00 and by applying the 60-month period, a repayment of N\$60/month is required from the customer.

Water Consumption Tariff - the postpaid block water consumption tariffs as per the government gazette.

Infrastructure charge - this is to cover the cost of vendors/licenses/software that will be needed to facilitate the prepaid water meter system. Benchmarking was done with the City of Windhoek and found that they work on a 4% infrastructure charge and this charge is considered as an acceptable percentage that can be applied to Swakopmund's pre-paid water supply system, on a trial period.

The table below will illustrate the breakdown of the Tariff Structure.

Prepaid Water Consumption Breakdown		Option 1 Upfront Payment	Option 2 Loan Repayment
Basic Water Charge Water supplied for the first 8m ³ at N\$14.87/m ³ (Government Gazette) plus the Water Service Connection of N\$60/month		N\$ 178.96/m ³ [(18/m ³ x N\$ 14.87/m ³) + N\$ 60]	
Water Consumption Tariffs	9m ³ to 30m ³	N\$ 19.88/m ³	
	31m ³ to 60m ³	N\$ 25.06/m ³	
	More than 60m ³	N\$ 38.77/m ³	
Infrastructure Charge		Plus 4%	Plus 4%

Depending on the option that a consumer chooses, and the volume of water consumed for the month, the above structure will apply. For example, if a consumer chooses option 2 and consumes 30m³ of water then their payment will be as follows,

Basic Water Charge (for the first 8m ³)	=	N\$ 178.96
Water Consumption (the remaining 22m ³ will be charged on N\$19.88/m ³)	=	N\$ 437.36
Sub-Total	=	N\$ 616.32
Plus Infrastructure Charge (4%)	=	N\$ 24.65
Total for the month		N\$ 640.97

Based on the above tariff structure and the example of the cost of water consumed, it can be noted that the cost of water on a pre-paid water supply system can become costly to the consumer and it is therefore proposed that the pre-paid water supply system be applied as follows:

1. The water tariff will be the same as the post-paid water consumption tariff, namely

Water Consumption Tariff:	8m ³	@	14.87/m ³
	9m ³ to 30m ³	@	N\$ 19.88/m ³
	31m ³ to 60m ³	@	N\$ 25.06/m ³
	More than 60m ³	@	N\$ 38.77/m ³

2. Water Service Connection

The customers that choose Option 2 for the Water Service connection, will receive a monthly fee of N\$60 on their Municipal Account for 60 months (5 years). The customers who choose Option 1 will not be burdened with a monthly fee.

3. Infrastructure Charge

The customers that have taken the option of pre-paid water metering will receive an additional 4% on the total cost of water consumed for the month on their monthly Municipal Account and this fee/percentage will be applied as long as the consumer uses the pre-paid metering system.

3.2 Implementation Proposal

During the bidding process it was noted that several companies can supply prepaid water metering services, each providing its own metering product since Council is bound to follow the Public Procurement Act, there is a high possibility that Council will receive a new supplier in the future.

Therefore, in the interest of ensuring that proper control over the metering systems is exercised, it is proposed that the product of Messrs Netvend Metering Solutions CC is populated in one area as this will allow for:

- easy and accurate record keeping of where the product is installed,
- accurate monitoring of the performance of the product, and
- accurate data collection on the consumption patterns, which will be used in water demand calculations.

Taking the above into consideration, it is proposed that Mondesa will be an area where the product of Netvend Metering Solutions CC be accommodated.

4. Conclusion

The implementation of a prepaid water metering system has come to a point where prepaid water metering is considered a critical contributor, for both Council and the residents, in improving water management during this critical time.

However, the rollout of prepaid water meters will need to be controlled or rolled out in phases to ensure that Council does not incur costs that cannot be covered by its internal financial systems or recovered through the payment method that is used when a prepaid water meter is allocated to a resident.

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

RECOMMENDED:

(a) That Council approves the two (2) options for a Prepaid Water Service Connection, namely,

(i) **Option 1 - the customer can choose to pay for the Prepaid Water Services Connection up-front/once-off.**

(ii) **Option 2 - the customer can choose a 5-year loan repayment and repay Council for the Prepaid Water Service Connection.**

(b) That Council approves the pre-paid water tariff to include,

(i) **Water Service Connection charge (Option 2) of N\$60.00/month (subject to change) for 60 months to be included on the Municipal Account of the consumer.**

(ii) **A 4% Infrastructure Charge on the total cost of water consumed for the month and to be included on the Municipal Account of the customer and such charge shall be applied until the customer no longer uses the pre-paid water metering system.**

(iii) **The Water Consumption tariff is as follows:**

8m³	at	14.87/m³
9m³ to 30m³	at	N\$ 19.88/m³
31m³ to 60m³	at	N\$ 25.06/m³
More than 60m³	at	N\$ 38.77/m³

(c) That the installation of the pre-paid water meters and system of Messrs Netvend Metering Solutions CC be focused in Mondesa and in accordance with points (b), (c) and (d) of Council resolution taken 12 December 2023 under item 11.1.36.

11.1.4

REVISED AND AMENDED EXPECTED CREDIT LOSSES AND IMPAIRMENT OF DEBT POLICY

(C/M 2024/11/28 - 3/P)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.4** page **26** refers.

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

INTRODUCTION

The purpose of this submission is to seek Council's approval for the revision of the current.

Bad Debt Write-Off and Provision for Impairment of Debts Policy", attached hereto as **"Annexure A"**.

The policy was approved in January 2021, but with the implementation of the **International Public Sector Accounting Standards (IPSAS)**, there was a need to revise the policy to be in line with the IPSAS reporting framework.

The policy has been revised and renamed **"Expected Credit Losses and Impairment of Debt Policy"** attached hereto as **"Annexure B"** for ease of reference.

The current **"Bad Debt Write-Off and Provision for Impairment of Debts Policy"**, is not in line with the provisions of the IPSAS 41.

The revised and amended policy will be the guiding document for the Finance Department specifically to provide guidelines for the recognition, measurement, and management of impaired financial assets in accordance with IPSAS 41. This is aimed to ensure that the debtors are not overstated in Financial Statements and outlines to process for identifying expected credit losses and handling of write-offs of irrecoverable financial assets.

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

RECOMMENDED:

That Council approves the newly revised and amended, "Expected Credit Losses and Impairment of Debt Policy".

MUNICIPALITY OF SWAKOPMUND



BAD DEBT WRITE-OFF AND PROVISION FOR DEBTS - IMPAIRMENT OF DEBTS POLICY

**Adopted by Council on 28 January
2021.**

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1. **Definitions**

For the purposes of this policy, the following definitions are applicable:

- 1.1 **"Debt"** – means an amount owing to the Municipality;
- 1.2 **"Debtor"** – means a person who owes the Municipality money for rates/services rendered;
- 1.3 **"Bad debt"** – an outstanding sum of money owed to Council that has not been paid despite repeated efforts to collect the debt (deemed irrecoverable) or it is uneconomic to pursue the debt further.
- 1.4 **"Bad debt provision"** – this is a provision that is made by Council accounts against outstanding income that may not be collectible. It ensures that future periods' results will not be adversely impacted if debts need to be written off.
- 1.5 **"Write-off"** – this is a procedure used in accounting when a debtor (or other asset) is determined to be uncollectable and is therefore considered to be a loss.
- 1.6 **"Impairment"** – means a permanent reduction in the value of the Council's assets such as fixed or intangible assets below its carrying value.

2. **Purpose of policy**

- 2.1 This policy provides guidelines on the treatment of the impairment and write-off of debtors.

The policy seeks that consumers with no or lower income are not denied a reasonable service and that the municipality is not financially burdened with non-payment of services.
- 2.2 It is recognized, however, that circumstances may arise which may make the recovery of certain debts impossible, impractical, or financially unfeasible, and that such debts may have to be written off.
- 2.3 The purpose of this policy is to provide a framework for:
 - 2.3.1 limiting the circumstances contemplated in 2.2;
 - 2.3.2 determining, when such circumstances have arisen, whether to write off any debts; and
 - 2.3.3 The procedures for writing off such debts.
 - 2.3.4 Identification of doubtful debt for the year under review (current financial year)
 - 2.3.5 The writing off of bad debts identified during the previous financial year, before the end of the year under review, at least one month before the end of the financial year.
- 2.4 The municipality will maintain audit trails in such an instance and document the reasons for the abandonment of the action or claim in respect of the debt.
- 2.5 In addition, the policy further stipulated that "Members of Management Committee in terms of its delegations to review, recommend and approve all bad debts write off cases."
- 2.6 The effective management of debtors includes, amongst others, the following processes:

- 2.6.1 Implementation/ maintenance of the appropriate Financial System Information and Communication Technology (ICT) Systems and Business Processes;
- 2.6.2 Accurate Billing System;
- 2.6.3 Customer Care and Accounts Enquiry Management;
- 2.6.4 Effective and Timeous Credit Control;
- 2.6.5 Impairment of Debtors (Provision for Doubtful Debtors); and
- 2.6.6 Write-off of uncollectable debtors.

3 Objective

The objective of the policy is to ensure that the debtors of the municipal Council are not over-stated in the financial registers of Council through the following:

- 3.1 Any long outstanding debt is evaluated in order to determine the possibility and the likelihood of realizing such debt as revenue.
- 3.2 Where it is evident that a particular debt cannot be turned into revenue such debt be procedurally regarded as irrecoverable.
- 3.3 Council of the municipality makes enough provision for bad debts in the budget.
- 3.4 Outstanding debts that have been outstanding for a longer period after all attempts in terms of Credit Control and Debt Collection policy have been carried out, and still no payments are received, then should be profiled and be written off if deemed irrecoverable.

4 Policy Statement

This policy aims to set down principles for the implementation of the writing off of bad debts and the provision for doubtful debts.

5 Specific write-offs

Bad debt to be written off shall be considered under the following circumstances:

- 5.1 Where there are no or insufficient estate assets to settle the outstanding debt;
- 5.2 Where a company is liquidated and the claims cannot be recovered from any assets;
- 5.3 Where according to available information, a debtor is untraceable;
- 5.4 Where the costs involved in tracing the debtor or implementing debt collection efforts are not cost-efficient, e.g. small outstanding amounts with high collection costs;
- 5.5 Where notification has been received from the courts that the debt is under prescription;
- 5.6 Where Council is not in a position to prove and/or substantiate the debt;
- 5.7 Where, in the opinion of the council, it can be proven beyond reasonable doubt that the debt is irrecoverable.
- 5.8 The General Manager: Finance, upon recommendation from the Manager: Finance, shall submit reports on bad debts to the Management Committee for write-offs. Individual reports, e.g. liquidations, deceased persons, etc., shall be submitted on the

occurrence of the event whereas comprehensive reports shall be submitted at least once in a particular financial year.

6 Account / Booking Administration Mark

6.1 In order to prevent future or further financial losses customers/consumers will be restricted from opening an account on Solar Production and accommodation bookings on the Innkeeper System under the following circumstances:

6.1.1 Outstanding account on service terminations;(Solar Production)

6.1.2 Outstanding account on service order per house;(Innkeeper System)

6.1.3 Dishonoured payments;

6.1.4 Breach of contract;

6.1.5 Write-offs.

6.2 The report for specific write-offs must contain the following information:

6.2.1 Full customer details,

6.2.2 Reasons for each specific write-off

6.2.3 Amount to be written off must be broken down per service, and

6.2.4 Details of procedures already exhausted in attempts to recover the outstanding amount.

7 Impairment of debtors (Provision for doubtful debtors)

7.1 Provision for doubtful debts is made, based on a review of all accounts outstanding for a period that exceeds 90 days at the financial year-end.

7.2 Contributions to the provision are calculated on a specific debt basis as of the reporting date of the year under review.

7.3 Impairment of debtors (provision for doubtful debt) is recognized as an expense in the statement of financial performance.

7.4 When under recovery occurs during the financial year an additional contribution for impairment is made at year end.

8 Calculations of the provision of bad debt

8.1 A bad debt provision will be calculated by the General Manager of Finance at the year-ended (30th June) to be posted to the financial statements based on the following calculation:

a. Any debts over 90 days - 50%

b. Any debts over 120 days - 75%

c. Any debts over 180 days - 100%

8.2 These threshold amounts will be reviewed regularly to ensure they reflect the natural cycle of debt management processes and are relevant to the Swakopmund Municipality business model.

9 Identification of irrecoverable debts

- 9.1 When the municipality identifies customers whose debts appear to be irrecoverable even after the credit control and debt collection procedures have been followed in attempts to obtain payments, then such debts should be regarded as irrecoverable. This exercise is done on an individual basis per debtor, and circumstances vary from debtor to debtor.
- 9.2 When identifying irrecoverable debts, special focus is applied to the following categories of debtors, although debtor profiling is done for all outstanding debts for a period exceeding 90 days at the reporting date.

• <i>Market Stalls</i>	100%
• <i>Immovable Municipal Properties</i>	100%
• <i>In-active accounts with outstanding balances</i>	100%

10 **Writing off of irrecoverable debts**

Where debts have been identified as irrecoverable the process to be followed for write-off is as follows:

- 10.1 The Accountant Property and Administration must prepare a list of all these debts from Solar Production showing the following:
- Consumer details
 - Irrecoverable amount is broken down by service
 - Reasons for identifying amounts as irrecoverable must be stated.
 - Details of procedures followed to recover the debt
 - After this list has been completed, a submission to the Management Committee of Council must be submitted to obtain a Council Resolution to write off these debts.
 - Once Council resolution has been obtained, the Accountant Property and Administration must draw journals to write off these amounts against the bad debt reserve fund.
- 10.2 The Accountant Bungalow Revenue Collection must prepare a list of all these debts from the Innkeeper System showing the following:
- Consumer details
 - Irrecoverable amount is broken per order only (not applicable to cash clients)
 - Reasons for identifying amounts as irrecoverable must be stated.
 - Details of procedures followed to recover the debt
 - After this list has been completed, a submission to the Management Committee of Council must be submitted to obtain a Council Resolution to write off these debts.
 - General Manager: Finance must draw journals to write off these amounts against the Tourism bad debt reserve fund.

11 Bad debts recovered

- 11.1 The approval of Council for the write-off of any debt does not mean that actions to recover the money will be terminated, however, further actions will be instituted depending on the costs involved and if the debt is recovered it will be recorded in the financial records of Council as recovered.
- 11.2 Should there be a payment in respect of the account that has already been written off, such monies must be allocated to the specific vote number designated for the recovery of irrecoverable debts.
- 11.3 Removal of administration mark on the account by the Accountant Property and Administration on Solar Production / by the Accountant Bungalow Revenue collection on the booking form Innkeeper System

12 Sundry debtors

- 12.1 Sundry debtors may be assessed individually like any other debt for impairment, to establish whether any evidence exists that they are not recoverable.

13 Sale of immovable property

- 14.1 To be dealt with in accordance with the terms of each Sale Agreement.

14 Short title

- 15.1 This Policy shall be called the Bad Debts Write-Off and Impairment of Debts Policy.

11.1.5

REVIEW AND APPROVAL OF DRAFT MEMORANDUM OF UNDERSTANDING (MOU) WITH THE MINISTRY OF HEALTH AND SOCIAL SERVICES - ERONGO REGION

(C/M 2024/11/28 - 15/3/2;5/2/4/5)

Ordinary Management Committee Meeting of 14 November 2024, Addendum **7.5** page **34** refers.

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

1. Introduction

The purpose of this submission is for Council to review and grant approval on the draft Memorandum of Understanding (MoU) between the Municipality of Swakopmund (MoS) and the Ministry of Health and Social Services - Erongo Region **Annexure "A"**.

2. Background:

Council on **29 February 2024** under item 11.1.1 amongst others resolved as follows:

- (a)
- (b) *That a Memorandum of Understanding (MOU) between the Municipality of Swakopmund and the Ministry of Health and Social Services be developed regarding the utilization of the ambulance within the boundary of Swakopmund.*
- (c) *That once (b) has been completed and be submitted to the Management Committee for approval.*

In pursuance of the above resolution, Council approached the Ministry of Health and Social Services to spearhead the development of a Memorandum of Understanding (MOU) regarding the utilization of its ambulances within the boundary of Swakopmund.

3. Purpose of the MOU

The MOU aims to establish collaboration in emergency services between the two parties and enhance emergency response times, thereby improving the district hospital's capacity to promptly manage trauma cases. The MOU covers the following areas:

- *Provision of the emergency vehicle/s to the Swakopmund District Hospital team when there is a critical need to transport the injured patients from the scene of the accident to the hospital/s both public and private within the Swakopmund district area.*
- *Provision of the emergency vehicle/s to the Swakopmund District Hospital when there is a critical need to transport the injured patient from the scene of the accident to the hospital/s both public and private and outside the Swakopmund Municipality area in exceptional cases.*
- *Allowing the Swakopmund District Hospital to drive the Municipality emergency vehicles upon complying with the set requirements as per Council policies and standards.*

- Provision of emergency vehicles to assist with the provision of primary health care (PHC) services in case of visiting head of state, other Executives who may need PHC services during their stay in Swakopmund, and any other related areas the Parties may wish to collaborate on
- Creating a spreadsheet and or standard operating procedure on how to replenish the consumables in the emergency vehicle/s.

4. Parties' obligation

The objective of this MOU is to establish a legal framework for the parties to engage in their relationship and delineate the terms of their collaboration. For this relationship to function effectively, both parties must concur on a defined set of obligations pertaining to the agreement.

Council obligations in terms of this MOU:

- Maintain the emergency vehicle by servicing and ensuring that the vehicle is in good running condition and safe to use during emergencies.
- Assign a fixed contact person responsible for communication and coordination of emergency vehicles with the Swakopmund District Hospital team.
- Ensure that persons assigned to use the emergency vehicles are qualified and are issued with authorization to use and or drive the vehicles.
- Ensure that the Standard operating procedure is adhered to before the vehicle is dispatched and validation of the items when the emergency vehicle is returned.
- Inspection of the physical vehicle before and after dispatch
- Provide materials and equipment required to be in an emergency vehicle to effectively respond to casualties.

Ministry of Health & Social Services obligation in terms of this MOU:

- Assign a driver or an emergency care practitioner or any other Ministry of Health and Social Services staff member who can play that role to collect the vehicle and respond to the scene of the accident as well as assign a fixed contact person responsible for coordination and communication on the need and use of the emergency vehicle.
- Replenish the used consumables in line with available resources as per the Hospital standard and classification as well as the requirement of standard items to be kept in an ambulance.
- Provide medical staff members (Doctors, Nurses) and any other relevant staff members required to respond to the incident, transportation of the injured person, or trauma case as per the level of care required.
- Provision of vehicle fuel card and fill the emergency vehicle/s with an amount commensurate to the vehicle use and or kilometers to be traveled.

- *Cleaning of the emergency vehicle after use and ensuring that it is returned to the Municipality's premises immediately after use.*
- *Record all the items used during an emergency and report to the responsible person upon returning them including items replenished.*
- *Inspection of the physical vehicle before and after dispatch*

5. Conclusion

That Council should consider entering into a Memorandum of Understanding with the Ministry of Health and Social Services, Erongo Region.

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

RECOMMENDED:

- (a) That Council approves the Memorandum of Understanding (on file) between the Swakopmund Council and the Ministry of Health and Social Services- Erongo Region.**
 - (b) That Council authorizes the Chief Executive Officer, and the Chairperson of the Management Committee to sign the MoU on behalf of Swakopmund Municipality Council.**
 - (c) That the MOU be submitted to Council's insurance, to ensure coverage while the Ambulance is in the possession of the Ministry of Health and Social Services that it is covered by Council's insurance.**
 - (d) That the Ministry of Health and Social Services be responsible for replenishing of the standard medical consumable items and equipment e.g. syringes, needles, masks, medical gloves, gowns, etc. after use and that the Ministry be invoiced accordingly.**
-

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE SWAKOPMUND MUNICIPALITY, REPUBLIC OF NAMIBIA**

Duly established in terms of the Local Authorities Act, Act No. 23 of 1992. Herein represented by Mr. Alfeus Benjamin in his capacity as Chief Executive Officer and Councilor B R !Goraseb in his capacity as Management Committee Chairperson, duly authorized thereto

(Hereinafter referred to as "the Municipality of Swakopmund")

AND



THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA THROUGH THE MINISTRY OF HEALTH AND SOCIAL SERVICES ERONGO REGION:

Duly established in terms of the Hospitals and Health Facilities Act 1998 (Act 1 of 1998), as amended. Herein represented by Dr. Anna Jonas in her capacity as Erongo Regional Health Director duly authorized thereto.

(Hereinafter referred to as "the Ministry of Health and Social Services")

ON

COOPERATION IN THE FIELD OF EMERGENCY SERVICES**(2025-2028)**

PREAMBLE

WHEREAS the Municipality of Swakopmund and the Government of the Republic of Namibia through the Ministry of Health and Social Services, Erongo Region are hereinafter collectively referred to as "the Parties" and individually as "Party".

AND WHEREAS:

- The two entities desire to promote emergency services in terms of collaboration in the provision of ambulance services in Swakopmund district.
- The Municipality of Swakopmund is the owner of Toyota Quantum Ambulances, Registration Numbers: N 123-131 S and N 123-132 S.
- The vehicles are fully equipped with the necessary equipment to provide ambulance services.
- The Ministry of Health and Social Services, Erongo Region has drivers and medical care practitioners available.

NOW, THEREFORE, the Parties have agreed as follows:

ARTICLE :1**PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to create a legal framework within which the Parties may conduct their relationship and set out the modalities of cooperation between them, in the field of emergency services, for their mutual benefit.

ARTICLE:2**GENERAL AREAS OF COOPERATION**

- 2.1. The Parties have decided to cooperate in the provision of ambulance services in case of emergencies:
- 2.2. Sharing of consumables in support of the operation of the emergency vehicle/s;
- 2.3. Sharing knowledge and experiences in the field of emergency care.
- 2.4. Sharing of emergency vehicle/s and support of primary health care services within Swakopmund Municipal boundaries.
- 2.5. Sharing and collaborating on the use of emergency care practitioners to respond to emergencies within Swakopmund and in exception cases out of Swakopmund Municipal boundaries.
- 2.6. General maintenance of the emergency vehicle/s including but not limited to servicing of the vehicles, fueling, and cleaning.
- 2.8. Any other areas decided upon by the parties within the context of this Memorandum of Understanding.

ARTICLE: 3**SPECIFIC AREAS OF COOPERATION**

- 3.1. The Parties will, among others, cooperate in the following specific areas:
 - 3.1.1. Establish a cooperative relationship between the Swakopmund District Hospital and Swakopmund Municipality in the field of emergency services by promptly responding to emergencies within Swakopmund Municipal boundaries. The aim is to improve and strengthen the emergency response time, prevent avoidable fatalities caused by accidents (Motor vehicle accidents, trauma, and other casualties) as well as improving the district hospital's ability to promptly treat trauma cases, including transferring the injured patients for critical care services.
 - 3.1.2. The above-mentioned areas of cooperation shall be implemented through the sharing of ambulance services between the two entities, the provision of consumables, and emergency care practitioners.
 - 3.1.3. Sharing of emergency vehicle/s will entails:
 - (i) Provision of the emergency vehicle/s to the Swakopmund District Hospital team when there is a critical need to transport the injured patients from the scene of

- the accident to the hospital/s both public and private within Swakopmund Municipal boundaries.
- (ii) Provision of the emergency vehicle/s to the Swakopmund District Hospital when there is a critical need to transport the injured patient from the scene of the accident to the hospital/s both public and private and outside the Swakopmund Municipality area in exceptional life-threatening cases.
 - (iii) Allowing the Swakopmund District Hospital to drive the Municipality emergency vehicles upon complying with the set requirements as per Council policies and standards.
 - (iv) Provision of emergency vehicles to assist with the provision of primary health care (PHC) services in case of visiting head of state, other Executives who may need PHC services during their stay in Swakopmund, and any other related areas the Parties may wish to collaborate on.
 - (v) Creating a spreadsheet and or standard operating procedure on how to replenish the consumables in the emergency vehicle/s.
 - (vi) Agreeing on the responsible party for the maintenance of the emergency vehicle/s

ARTICLE: 4

OBLIGATIONS OF PARTIES

4.1. The Ministry of Health and Social Services, Erongo region will:

- 4.1.1. Assign a driver and or an emergency care practitioner or any other Ministry of Health and Social Services staff member who can play that role to collect the vehicle and respond to the scene of the accident as well as assign a fixed contact person responsible for coordination and communication on the need and use of the emergency vehicle.
- 4.1.2. Replenish the used consumables in line with available resources as per the Hospital standard and classification as well as the requirement of standard items to be kept in an ambulance.
- 4.1.3. Provide medical staff members (Doctors, Nurses) and any other relevant staff members required to respond to the incident, transportation of the injured person, or trauma case as per the level of care required.
- 4.1.4. Provision of vehicle fuel card and to fill the emergency vehicle/s with an amount commensurate to the vehicle use and or kilometers to be traveled.
- 4.1.5. Cleaning of the emergency vehicle after use and ensuring that it is returned to the Municipality's premises immediately after use.
- 4.1.6 Record all the items used during an emergency and report to the responsible person upon returning it including items replenished.
- 4.1.7 Inspection of the physical vehicle before and after dispatch. A monthly report must be submitted on the vehicle operations with inspection sheets attached.

4.1.8 Ensure that persons assigned to use the emergency vehicles are qualified and are issued with authorization to use and or drive the vehicles.

4.2. Municipality of Swakopmund will:

- 4.2.1. Maintain the emergency vehicle by servicing and ensuring that the vehicle's registration numbers: N 123-131 S and N 123-132 S, are in good running condition and safe to use during emergencies
- 4.2.2. Assign a fixed contact person responsible for communication and coordination of emergency vehicle with the Swakopmund District Hospital team
- 4.2.3 Ensure that persons assigned to use the emergency vehicles are qualified and are issued with authorization to use and or drive the vehicles.
- 4.2.4 Ensure that the Standard operating procedure is adhered to before the vehicle is dispatched and validation of the items when the emergency vehicle is returned
- 4.2.5 Inspection of the physical vehicle before and after dispatch
- 4.2.6. Provide materials and equipment required to be in an emergency vehicle to effectively respond to casualties
- 4.2.7. Renewal of annual Certificate 600, the ambulance services in terms of section 31 of the Hospital and Health Facilities Act, 1994 (Act 36 of 1994).

ARTICLE: 5

DAMAGES

5. INDEMNITIES

- 5.1.1. The Parties indemnify and hold each other harmless against any liability, claims, fines, or penalties arising from this MoU, including 3rd party claims.
- 5.1.2. The Parties will not enter into any agreements, warranties, or incur any debt in the name of or on behalf of the other without expressed written authorization.
- 5.1.3. Neither Party will be liable for any damages arising from the implementation of agreed activities under this MoU.
- 5.1.4. The Parties undertake to cooperate in good faith to carry out the objectives of this MoU and not to delay or impede its implementation.
- 5.1.5. Neither Party shall use the name or logo of the other Party in any document, press release, or advertisement without express written permission.
- 5.1.6. In the event of Force Majeure, the affected Party shall take all reasonable precautions and measures to fulfill the terms of this MoU despite Force Majeure events.
- 5.1.7. Neither party to the MoU shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to Force Majeure.
- 5.1.8. In the event of Force Majeure which delays the performance of the whole or any part of the present MoU for more than ninety (90) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.

5.1.9. For purposes of this Article, an event of Force Majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the affected party including, but not limited to, acts of God, fire, epidemic, pandemic, war, terrorism, labour action or unrest, failure of suppliers or contractors, law, government or regulatory requirements, or any other cause whatsoever beyond the affected party's reasonable control invoking the existence of such event, and which impacts directly on the discharge by that party of an obligation under the Contract.

ARTICLE: 6

GOOD FAITH

- 6.1.1. The Parties shall abide by relevant laws, rules and regulations of the country and respect the local customs and habits.
- 6.1.2. The Parties shall keep all medical records of the patients and confidential information of the Parties in a proper manner.
- 6.1.3. The Parties agree that all the patient's information acquired during an emergency or health services provisions shall not be disclosed to the third party who is not involved in the care of the patient.

ARTICLE: 7

RESOLUTION OF DISPUTES

Any differences arising out of the interpretation or implementation of this MOU shall be resolved amicably by negotiations or consultations between the Parties and will not be referred to any national or international tribunal or third party for settlement.

ARTICLE: 8

CONFIDENTIALITY

- 7.1 Each Party shall observe the confidentiality of information and documents received from the other Party, if those documents and information are of a confidential nature and if the submitting Party considers the disclosure to be undesirable. The submitting Party shall decide on the status of such information and documents.
- 7.2 Information and documents received in accordance with this MOU must not be used without the consent of the submitting Party for any other purposes than the ones for which they have been requested and submitted unless they are in the public domain.

ARTICLE: 9

LANGUAGE

The Parties shall use the English languages during cooperation under this MOU.

ARTICLE: 10**AMENDMENT OF MOU**

- 9.1 The MOU may be revised/amended by mutual understanding expressed in writing.
- 9.2 No variations, amendments and alterations to this MOU will be of any force and effect unless reduced in writing and signed by both Parties.

ARTICLE: 11**COSTS**

Each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and implementation by this MOU.

ARTICLE: 12**TERMINATION OF MOU**

- 11.1 This MOU may be terminated by either Party by giving one (1) month written notice of its intentions thereto to the other Party.
- 11.2 The termination of this MOU shall not affect any arrangement or activity that has already been made or commenced before the termination of this MOU, unless otherwise agreed upon in writing by the Parties.

ARTICLE : 13**ENTRY INTO FORCE AND DURATION**

- 12.1 This MOU will come into effect on the date of its signature by both Parties and will remain in force for a period of **3** years or until terminated, prior to such period, by either Party in accordance with clause 11.
- 12.2 The Parties may renew this MOU by mutual agreement in writing.

ARTICLE: 14**GOVERNING LAW**

The structure and activities of the collaboration under this MOU shall be subject to the applicable Namibian laws and regulations.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Institutions, have signed this MOU in the English language.

ARTICLE: 15

CHANNEL OF COMMUNICATION

Written communication in the form of a letter, email, memo, report, or proposal must be adopted for all communications and information sharing and only be carried out by persons who have been designated by the two organizations.

a. **Ministry Health and Social Services**

Dr. Anna Jonas, PhD

Erongo Regional Health Director

Email: anna.Jona@mhss.gov.na

Tel: +264 64 410 6111 Cell phone: +264811220900

b. **Swakopmund Municipality**

Alfeus Benjamin

Accounting Officer

Email: abenjamin@swkmun.com.na

Tel: +264 64 140 4102

THUS, DONE AND SIGNED at SWAKOPMUND on the

AS WITNESSES ON BEHALF OF SWAKOPMUND MUNICIPALITY

.....

MANAGEMENT COMMITTEE CHAIRPERSON

.....

CHIEF EXECUTIVE OFFICER

AS WITNESSES ON BEHALF OF THE MUNICIPALITY

1.

2.

THUS, DONE AND SIGNED at SWAKOPMUND on the

.....

MINISTRY OF HEALTH AND SOCIAL SERVICES REPRESENTATIVE

AS WITNESSES ON BEHALF OF THE MINISTRY OF HEALTH AND SOCIAL SERVICES

1.

2.

11.1.6

PROPOSAL TO HOST A NEW YEAR'S CELEBRATION WITH A FIREWORKS DISPLAY IN SWAKOPMUND

(C/M 2024/11/28 - 9/3/2/2)

Ordinary Management Committee Meeting of 14 November 2024, Addendum **7.6** page **46** refers.

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

This submission serves to request permission to host a New Year's celebration with a fireworks display on **31 December 2024** in Swakopmund.

1. **Introduction**

Swakopmund is the focal point of Namibia's summer holidays. Swakopmund hosted many mini New Year's parties along the beach and dunes by profit-making entities over the years. However, Council never organized such an event before.

This event aims to inculcate a culture of togetherness, celebrate the end of the year, and welcome the new one with joy and camaraderie. The goal is to create a memorable experience that fosters community spirit and local pride.

1.1 **Event Overview**

*Event Name: Swakopmund New Year's Celebration - Countdown 2024
Date: 31 December 2024
Time: Starting time - 12H00 (noon) on 31 December 2024
Ending time - 01H00 (AM) on 1 January 2025*

2. **Objectives**

Council can create a well-organized, safe, and secure event, that everyone from young to old can enjoy.

Community Engagement - this event is aimed at strengthening the community by bringing the residents and their families, the visitors, and their loved ones together. The event will attract more visitors to Swakopmund during the summer holiday.

Safety and Enjoyment - The New Year's celebration will provide a safe and enjoyable environment for families and individuals to celebrate the new year.

Control:

***Increased Visibility** - The New Year's celebration will highlight Swakopmund as a vibrant and attractive place to visit and live.*

***Economic Impact** - local businesses will benefit from increased foot traffic and sales.*

***Sense of Community** - the event will strengthen the resident's bond through shared celebration and positive experiences.*

***Tradition Building** - an annual highlight for residents and visitors to look forward to each year.*

3. Proposed Activities

- 3.1 **Main Countdown Ceremony:** Grand fireworks display at midnight. Council is hereby requested to approve the use of fireworks (explosives - for 10 minutes) during the countdown session. Expert fireworks and explosive technicians will be assigned to handle the fireworks and explosives.
- 3.2 **Food and Beverage Stalls:** Designate an area for food vendors and beverage stands. Provision will be made for 15x Vendors to exhibit and sell food and beverages. An application fee of **N\$500.00** will be required from interested vendors per stand. Council's standard operating procedures will be applied. No liquor will be permitted to be sold by the vendors.
- 3.3 **Live Entertainment:** Local DJs entertaining the crowd throughout the event with a variety of music genres.
- 3.4 **Safety and Security:** Collaboration with Municipal Traffic Section, Namibian Police, Special Field Force, the Namibian Navy, the local Securities companies, and First Aid and Emergency responders on site.
- 3.5 **Informing the residents about the event:** All the residents in the surrounding area will be informed about the event's activities via formal letters.
- 3.6 **Health & Cleanliness:** Sufficient bins should be availed by the Health Services and Waste Management Department. Additional mobile ablution facilities (20x) are planned to be rented and placed at the beach area.

4. Discussion

The beach will be subdivided into smaller areas where families can picnic and watch the sunset and the fireworks display. The fireworks display will last only 10 minutes and not fireworks will be permitted. Once the fireworks display is concluded, the crowd must vacate the area by 01H00 on 1 January 2025.

Management Committee resolved on **24 September 2024** under item 6.4 as follows:

That this item be referred back to an alternative venue that is away from residential areas due to the use of fireworks.

As per the resolution above, a meeting was held by the organizing team to discuss alternative locations (beach area) to host the event.

During the discussion of the event, it was noted that Swakopmund does not have many suitable options to host such events.

The four areas that were identified are:

- A. Northern Beach Recreational next to the Platz A Meer mall
- B. Beach area close to the Seaside Hotel / Mile4 camping site
- C. Beach area close to the Tiger Reef restaurant
- D. Open area next to the Municipal main office building

For illustration purposes, Google Site Maps and the benefits and disadvantages of the venues are provided below:

A. The Northern Beach Recreational next to the Platz Am Meer Mall



Below is the illustration of the site layout for the New Year's Celebration



Benefits

- *Secure and sufficient parking - Platz Am Meer Mall granted us permission to use their 718 parking bays, together with the Northern Beach Facilities parking bays (formerly known as OK parking).*
- *Additional to the Northern Beach Kiosks the beach area is large enough to accommodate vendors and picnics setting.*
- *Fireworks Display - the display of fireworks will be on the breakwaters of the Platz Am Meer mall which extends into the ocean, this meets the*

safety requirements in terms of the use of fireworks and noise pollution. The breakwaters will be cordoned off.

- Sufficient access and exit points
- Close to the mall- the venue will encourage spending as it is in proximity to the biggest mall in Swakopmund.
- Access to water and electricity outlets.
- Northern Beach Braai Facilities - the braai facilities already available will be used by the attendees on site.
- The additional security, Municipal Traffic Section, the Special Field Force, and NamPol will ensure that the crowd is controlled.
- The area lands itself to control.
- The Beach Soccer |Festival Cup was successfully hosted in the area during August 2024.

Disadvantages

- Close to residential area

B. Tiger Reef beach area



Benefits

- It is a beach area.
- The residential units in the surrounding is mainly holiday accommodation.

Disadvantages

- Too close to the ocean, should be at least 100m from the beach area.
- Limited parking space. Most parking spaces are only suitable for 4x4 vehicles.
- Close to many accommodation facilities.
- Access and exit are too narrow and limit vehicular traffic.
- Limited space for a picnic, set up, and entertainment space.

- The owner of the Restaurant might arrange a private party on the same date.

C. Beach Area next to the Seaside Hotel



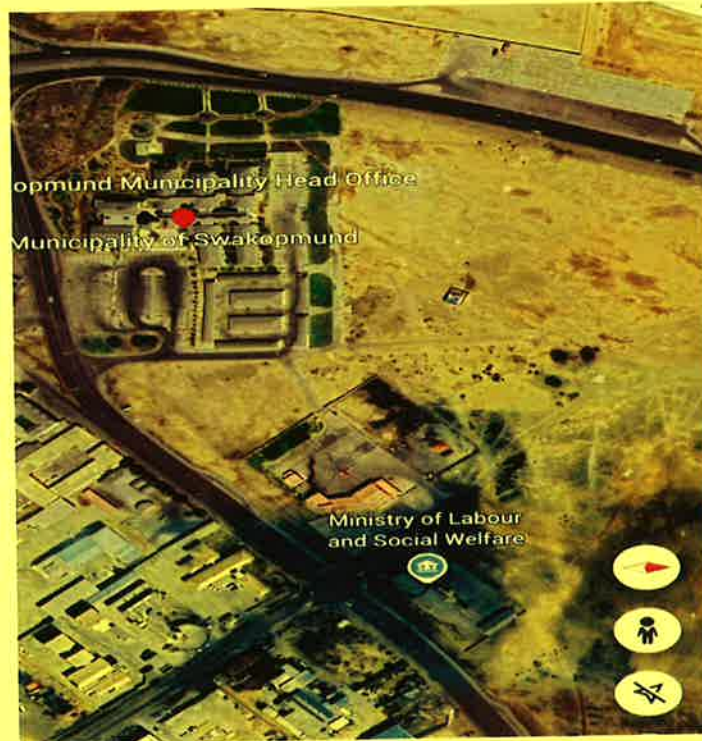
Advantages

- Sufficient parking space and area.
- Not too close to a residential area.

Disadvantages

- First point away from everything and everybody.
- A large amount of groundwork needs to be done due to unlevel/uneven areas.
- Sand might not be too soft to accommodate picnic seating.
- No freshwater outlet available on-site/ close by.
- No electricity outlets or cables closed by (for proper lighting during the night).
- Ablution will be a problem.
- Control of the public will be difficult.

D. Open area next to the Municipal main office building



Advantages

- Sufficient parking space and area.
- Not too close to a residential area.

Disadvantages

- Far from central business area.
- Groundwork needs to be done area (leveling).
- Sand might not be too soft to accommodate picnic seating.
- No freshwater outlet available on-site/ close by.
- No electricity outlets or cables closed by (for proper lighting during the night).

4.1 **Budget and Funding of the Event**

The total estimated cost for the event is approximately, **N\$ 300 000.00**. Tabled below is the cost estimate for the expenses to be occurred for the event:

Activity/Product	Total Cost
Fireworks and stage effects	N\$ 76 500.00 (VAT Exclusive)
Mobile toilets x 20	N\$ 22 560.80 (VAT Inclusive)
Stage, Sound, Lights, DJs	N\$ 129 210.89 (VAT Inclusive)
Miscellaneous	N\$ 50 000.00

In order to cover the expenses, it is proposed that Swakopmund Marketing Vote 150515566000 where N\$200 000.00 is available, be used to cover the cost. Additionally, it is proposed that the General Manager of finance must be granted permission to avail additional funds for the event.

Upon approval of the event, the organizing team will be requesting sponsorship and partnership from the business community of Swakopmund

that can help with the funding of the event. Messrs Erongo RED should be approached to sponsor electricity and temporary light poles at the venue.

Council's standard conditions should apply.

4.2 **Fireworks display**

Mr George Kühn is a registered Pyrotechnician in Namibia. Presently the only person in Namibia authorized to dispose Maritime Safety Pyrotechnics of which the shelf life has expired. He is also the owner of Messrs GEKU Security Services and Explosives Technician CC.

They are responsible for all public fireworks displays in the Republic of Namibia. In Windhoek, fireworks are fired from the roof of the Main Municipality building on Independence Avenue and at various stadiums and the Windhoek Show Grounds. This year they have done fireworks displays in Oshakati, Windhoek, and Rehoboth. For the end of the year, they will be displaying fireworks at shows in Windhoek and Walvis Bay. The company also operates the following:

- *Firework Displays,*
- *Close Proximate Fireworks,*
- *Indoor Fireworks (Stage Pyrotechnics) and*
- *Special Effects in Movies.*

Mr. G Kuhn in his Risk Assessment report (attached) emphasized the following;

- (i) *the point at which the fireworks are to be discharged, which shall be at least 100 meters from the nearest building, road, or railway, and at least 20 meters from the nearest telephone, telegraph or powerline, tree, or other overhead obstruction;*

It is against this background that it is proposed that Messrs GEKU Security Services and Explosives Technician CC be appointed to operate the fireworks displays on **31 December 2024**.

Messrs Corporate Event Gear cc provides technical equipment to the conferencing and event industry. They use and trust only high-quality gear, which is accepted by all industry professionals. They are the only suppliers with such high-tech gear in the Erongo Region. It is therefore proposed that Messrs Corporate Event Gear cc be appointed to provide the staging, sound, visual, and music for the event.

4.3 **Organizing Team:**

To organize such a big event a dynamic team of officials was selected to be, and the following officials should be appointed as the main organizers:

<i>Marketing & Communications Officers</i>	-	<i>Mr A Plaatjie</i>
• <i>Ms A Gebhardt</i>		
• <i>Mr V Vihanga</i>		
• <i>Ms R Kandanga</i>		
<i>Sports & Recreational Officer</i>	-	<i>Mr B Oaseb</i>
<i>Public Relations Officers</i>	-	<i>Ms L Mupupa</i>
<i>Assistant Animal Control</i>	-	<i>Mr D Guruseb</i>

* *Names of the members serving on this organizing team are subject to*

change according to availability and responsibilities during the progress of the event.

In addition to the officials listed above, more officials will be required on the day of the event to help on the ground.

4.3.1 Functions of the Organizing Team

- The organizing team will be responsible for seeking sponsorship and partnership from local businesses and stakeholders for the event.
- The organizing team will be responsible for an awareness campaign of the event, making sure the surrounding neighborhoods, dog owners and the entire Swakopmund is aware of the event as the event will be using fireworks and explosives.
- The organizing team will be responsible for all logistics of the event.
- The officials serving on the Organising Committee should be paid overtime worked during the organizing of the event.

8. **Conclusion:**

Hosting a New Year's celebration in Swakopmund presents an excellent opportunity to enhance community spirit, support local businesses, and provide a safe and enjoyable celebration for residents. It is hereby proposed that should the event be successful, that it be hosted annually on **31 December**.

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

RECOMMENDED:

- (a) **That Council approves the hosting of the Swakopmund New Year's Celebration Countdown 2024 on 31 December 2024.**
- (b) **That the use of fireworks (pyrotechnics) at the annual event not be permitted.**
- (c) **That the event be hosted at the Northern Beach Recreational area next to the Platz Am Meer Mall, as it is the suitable location to host the Swakopmund New Year's Celebration Countdown 2024.**
- (d) **That the event starts at 12H00 on 31 December 2024 and that the area be vacated by 01H00 on 1 January 2025.**
- (e) **That the Marketing & Communications Section be required to inform all affected members of the community in the surrounding area.**
- (f) **That the beach area be laid out to accommodate picnics with sufficient access.**
- (g) **That Messrs Corporate Event Gear CC be appointed to provide staging, sound, visuals, and music on 31 December 2024.**
- (h) **That a total of 15x vendors be invited to apply for stands at a cost of N\$500.00 per application and that no liquor be permitted to be sold by the vendors.**
- (i) **That sufficient bins and mobile ablution facilities should be availed by the Health Services and Waste Management Department.**

- (j) That the Municipal Traffic Section, Namibian Police, Special Reserve Force, Namibian Navy, securities companies, and First Aid and Emergency Responders be invited to provide safety and security services at the event.
- (k) That Erongo RED be approached to sponsor electricity and temporary light poles.
- (l) That the Swakopmund Marketing Vote: 150515566000 where N\$200 000.00 is available, to be used to cover the cost of the Fireworks.
- (m) That the General Manager: Finance be granted permission to avail additional funds for the event.
- (n) That the following officials be part of the organizing team:
- *Manager: Corporate Services* - Mr A Plaatjie
 - *Marketing & Communications Officers* - Ms A Gebhardt
 - Mr V Vihanga
 - Ms R Kandanga
 - *Sports & Recreational Officer* - Mr B Oaseb
 - *Public Relations Officer* - Ms L Mupupa
 - *Assistant Animal Control* - Mr D Guruseb
- * Names of the members serving on this organizing team are subject to change according to availability and responsibilities during the progress of the event.
- (o) That overtime be paid to the officials serving on the organising committee.
- (p) That the event be hosted annually on 31 December and that budgetary provision be made accordingly.
- (q) That the following conditions be applicable:
- (i) That the area is clean at all times.
 - (ii) That Council be indemnified against any claims that may arise from using the area.
 - (iii) That the area must be restored to its original condition and to the satisfaction of the General Manager: Economic Development Services.
 - (iv) That the sound be restricted to the immediate surrounding area.
 - (v) That the area be vacated by 01H00 on 1 January and no one be allowed to overnight.
- (r) That the proposal and arrangement to host the New Year's celebration with fireworks display for 2026 be started earlier and submitted to Council in the first quarter of 2025.
- (s) That the New Year's celebration be made an annual event and be budgeted for accordingly.
-



GEKU Security Services and Explosives Technician CC

For: Security, VIP Protection, Blasting, Firework Displays and Disposal of Marine Pyrotechnic Signal Devices

Reg. No CC/2004/0810
 VAT No. 3776042 015
 Import No. 3776042 016
 P. O. Box 2514, Walvis Bay, Namibia
 Tel. 0926464-205065 (H)
 218147 (W)
 206523 (Fax)
 Cell: 0811285491
 E-mail: george@geku.com.na

2024-09-09

Mr. Veimuna Vihanga
Municipality of Swakopmund
P O Box 53
SWAKOPMUND

Dear Mr. Vihanga

**RE: QUOTATION FOR FIREWORKS DISPLAY: TUESDAY 31 DECEMBER 2024:
 SWAKOPMUND NEW YEAR'S BASH: PLATZ AM MEER: SWAKOPMUND**

It is our privilege to submit our tender / quotation for abovementioned event.

GEKU is a proudly Namibian owned Company and is operating from Walvis Bay. Since its foundation in 2004 **GEKU** became the leading Pyrotechnic Company in Namibia.

At present **GEKU** is the **ONLY** registered Company to present firework displays in Namibia. Eenhana Town Council, Annual Ongwediva Trade Fair and the City of Windhoek are the only institutions who request tenders for firework displays. Since 2005, **GEKU** was the only Company to tender and eventually rewarded the tender. At one stage **GEKU** didn't attached the correct required documentation and its tender was not allowed. However, the successful tenderer contracted **GEKU** to do the firework display.

We have done Firework Displays at the following Big Events in Namibia:

- Ongwediva Trade Fair – For five years consecutive
- City of Windhoek New Year Eve Celebrations – For Fourteen years consecutive
- Gobabis Show – For three years
- Otjiwarongo Show – For three years
- Grootfontein Show and Gobabis Vleis Fees
- 15 Years Independence Celebrations
- 20 Years National Independence Celebrations
- 25 Years National Independence Celebrations
- 26 Years National Independence Celebrations
- Inauguration of Sam Nuyoma Stadium in Katutura
- Inauguration of New Lodge in Tsumeb
- TBN Year End Display - For two years
- Windhoek Show - for Six Years
- Rehoboth Show - For seven years
- Eenhana Trade Fair – For Eleven years
- CAF Women's Soccer Cup Opening and Closing Ceremonies
- MTC Expo for Live

GEKU CAN present a firework display according to a specific budget. Most of our clients give us their budget and we prepare a display for that amount.

Payment:

We have to pay in advance when we order the fireworks. Therefore, we shall require a **65% deposit** once we order the fireworks from South Africa. The balance is payable on the day of the show, **five (5) hours prior** to the show itself.

PLEASE NOTE

In the rare event that a show is cancelled because of weather conditions, we shall refund an amount equal to the deposit less all costs incurred for accommodation, transport, technician fees, administration fees and dedicated items.

If the show is cancelled or postponed seven days or more before the event, the deposit will not be refunded.

If the show is cancelled within seven days before the show, the full amount will be payable.

Planning and Programming requires a lot of time. Once it has been done, the product can be ordered and imported. After we have received product, we can start to assemble the display itself. Under normal circumstances, **GEKU will need about 6 weeks** to do the abovementioned. We shall need two (2) days to do the terrain setup for the show.

Cleaning:

The area has to be cleaned of all debris. This cleaning must be done to the satisfaction of all relevant Authorities. After cleaning, **GEKU must submit a certificate** to the office of the Head of Division, Explosives Control Division, Namibian Police. A cleaning operation like this can take up to 5 hours to complete. It will be the responsibility of the Client to provide cleaners for that purpose.

Safety aspects

It might be a requirement that a Fire Engine be on standby on the site where the event is going to be held. **The cost of that will be for your account.**

No fireworks will be fired during a **rainstorm** or **wind** with a velocity of more than 30 kilometres per hour.

We hope that you will find this in order. Should more information be required, please don't hesitate to contact us.

Yours faithfully

GPKühn

We can do good and quick, but it won't be cheap.

We can do good and cheap, but it won't be quick.

We don't do cheap and quick, because then it wouldn't be good (and that's not our style!).

Alfred Ndiweteko

From: Aili Gebhardt
Sent: Wednesday, 16 October 2024 08:28
To: Alfred Ndiweteko
Subject: FW: Request for risk assessment report and photos of fireworks

Aili Gebhardt | Corporate Officer: Marketing and Communication | Corporate Services & Human Capital | +264 64 410 4718

From: George Kühn <george@geku.com.na>
Sent: Thursday, 10 October 2024 05:03 PM
To: Aili Gebhardt <agebhardt@swkmun.com.na>
Cc: Veimuna Vihanga <Vihanga@swkmun.com.na>; Bonny Oaseb <eoaseb@swkmun.com.na>; Roswita Kandanga <rkandanga@swkmun.com.na>
Subject: RE: Request for risk assessment report and photos of fireworks

Dear Mr. Gebhardt and Other,

We want to apologize for the delay in responding to your earlier email.

Regulation 10.34 stipulates that It shall be unlawful for any person to use or explode fireworks in any place in a local authority area, **except for the purpose of a public display operated in accordance with regulations 10.35.1, 10.35.2, 10.36 and 10.37.**

Regulation 10.35 stipulates as follow:

10.35.1 - No person shall operate a public display of fireworks on any premises without the written permission of the Chief Inspector of Explosives.

10.35.2 - Such permission shall stipulate the conditions to be complied with and noncompliance with any of these conditions shall constitute an offence under this regulation.

1

Regulation 10.36 stipulates that the application for permission to operate a public display of fireworks shall be made in writing and shall set forth -

- (a) - the name of the person or organization sponsoring the display together with the names of the persons actually in charge of the firing of the display who shall be at least 18 years of age and competent for the work;
- (b) - the date and time of day at which the display is to be held;
- (c) - the exact location planned for the display;
- (d) - a description setting forth the age and qualifications of the persons who are to do the actual discharging of the fireworks;
- (e) - the numbers and kinds of fireworks to be discharged and the value of the display;
- (f) - the manner and place of storage of such fireworks prior to the display; and
- (g) - a diagram of the grounds on which the display is to be held showing –
 - (i) - the point at which the fireworks are to be discharged, which shall be at least 100 meters from the nearest building, road or railway, and at least 20 meters from the nearest telephone, telegraph or powerline, tree or other overhead obstruction;
 - (ii) - the direction in which aerial fireworks, if any, are to be fired;
 - (iii) - the area to be kept clear of persons which shall extend at least 50 meters from the front and to the sides of the point at which the fireworks are to be discharged;
 - (iv) - the area to be kept clear on which falling residue from aerial fireworks is expected to drop, which shall extend for at least 150 meters to the rear of the firing point; and

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(v) - the location of all buildings and roads within 200 meters of the firing site and of all trees, telegraph or telephone lines or other overhead obstructions at or adjacent to the firing site.

Regulation 10.37 stipulates that at a public display of fireworks it shall be an offence -

{a} - for any person willfully to enter on or remain in that area reserved for receiving falling residue from aerial fireworks; and

{b} - for any unauthorized person willfully to proceed beyond the area demarcated by the organizers of the display for spectators.

We are responsible for all public fireworks displays in the Republic of Namibia. In Windhoek we are firing from the roof of the Main Municipality building in Independence Avenue. Various stadiums and the Windhoek Show Grounds. This year we have done fireworks displays in Oshakati, Windhoek and Rehoboth. For the end of the year, there will be shows in Windhoek and Walvis Bay.

Locations:

Oshakati – UNAM Stadium

Ongwediva – Trade Fair Grounds.

Eerhanna – Trade Fair Grounds

Tsumeb – Various Stadiums

Grootfontein – Show Grounds

Otjivarongo – Show Grounds

Gobabis = Show Grounds and Hengari Stadium

Mariental – Show Grounds

Swakopmund – Nonidas and the Jetty

Walvis Bay – School Stadiums, Kuisebmond Stadium, Naval Base, Independence Beach and Tunacor Fisheries Limited.

3

The risk assessment must be done by the Client. The biggest risk will be the sound. Fireworks are loud (between 100 to 175 Decibels). Another challenge will be to keep the fireworks dry at your location. Fireworks do not like water or moisture.

The purchasing and importation of suitable fireworks for a live display of fireworks will be done in accordance to the Explosives Regulations (GN. R. 1604 of 8 September 1972) compiled in terms of Section 30(1) of the Explosives Amendment Act, 1986 (Act 16 of 1986).

As we don't know what is available at our suppliers at this stage, we are unable to send photos at this stage.

We plan to use 3" shells, multi shot boxes (cakes) and special effects (Close Proximity Fireworks).

We hope that you find this in order.

Kind Regards

George Kühn

GEKU Security Services and Explosives Technician CC

Security Consultant for Tunacor Group Limited

P. O. Box 2514 – 139 Peter Mueshihange Street - WALVIS BAY - NAMIBIA or

P. O. Box 438 - 57 Humpata Street - GOBABIS - NAMIBIA

Direct Tel: +26464 218147

Fax : +26464 206523 or +26462 565065

Mobile : +264 81 1285491

E-Mail : george@geku.com.na or gaku@lway.na or georgek@tunacor.com.na

From: Aili Gebhardt <agebhardt@swkmun.com.na>

Sent: Wednesday, October 2, 2024 12:06 PM

To: George Kühn <george@geku.com.na>

Cc: Veimuna Vihanga <vVihanga@swkmun.com.na>; Bonny Oaseb <eoaseb@swkmun.com.na>; Roswita Kandanga <rkandanga@swkmun.com.na>

Subject: Request for risk assessment report and photos of fireworks

4

Good day Mr Kuhr

We submitted the proposal to host the new year's bash at the Platz-a-Meer mall on 31 December 2024. Council expressed concern about the risk that might be opposed to the houses or buildings.

Kindly provide us with the Risk Assessment report so that we submit it. Also send us the list of towns (and locations, where possible).

Please also share pictures and names for the different fireworks that will be used, so that we support the proposal.

Thank you.

Kind regards,

WEDNESDAY 2 OCTOBER 2024

9

Dazzling fireworks Display

On Thursday, 03 October 2024

Time: 8 PM

Location: Windhoek Show Grounds, Bell Street next to Maerua Mall

Entry Fee:

Adults: N\$50.00

6 - 18 yrs (School-going children) N\$30.00

Minors: 5 yrs and younger, and Adults older than 60 yrs, Free Entry. See less

#WindhoekShow2024

GO040-Financial Information - Summary and Detail



- Total
- V.A.T
- Strct
- Budget
- Comm
- N-Upd
- Purch
- More

Year: 2425 Account: 150515566000
 SWAKOPMUND MARKETING

Opening Balance: 0.00

Adj:

M	Month	Budget	Movement	Difference
<input type="checkbox"/>	Jul	16667.00	0.00	16667.00
<input type="checkbox"/>	Aug	16667.00	0.00	16667.00
<input type="checkbox"/>	Sep	16667.00	0.00	16667.00
<input type="checkbox"/>	Oct	16667.00	0.00	16667.00
<input type="checkbox"/>	Nov	16667.00	0.00	16667.00
<input type="checkbox"/>	Dec	16667.00	0.00	16667.00
<input type="checkbox"/>	Jan	16667.00	0.00	16667.00
<input type="checkbox"/>	Feb	16667.00	0.00	16667.00
<input type="checkbox"/>	Mar	16667.00	0.00	16667.00
<input type="checkbox"/>	Apr	16667.00	0.00	16667.00
<input type="checkbox"/>	May	16667.00	0.00	16667.00
<input type="checkbox"/>	Jun	16663.00	0.00	16663.00
TOTAL:		200000.00	0.00	200000.00

Budget	
Approved:	200000
Additional:	0
TOTAL:	200000
Commitments	
Issue Requisitions:	0.00
Purchase Requisitions:	0.00
Purchase Orders:	0.00
Standing Payments:	0.00
Other:	0.00
Jobs:	0.00
TOTAL:	0.00
Movement	
Actual:	0.00
Not Updated:	0.00
TOTAL:	0.00
BALANCE:	200000.00

**WESTCOAST
TOILET HIRE**



ITS MORE THAN JUST TOILETS.

QUOTE

NUMBER: QUD0001966
 REFERENCE: DAY RENTAL 31 DECEMBER 2024
 DATE: 03/09/2024
 DUE DATE: 30/09/2024
 SALES REP: LIANE OOSTHUIZEN
 OVERALL DISCOUNT %: 0.00%
 PAGE: 1/2

FROM
WESTCOAST TOILET HIRE CC

VAT NO: 6773310-01-5

POSTAL ADDRESS:
P.O.Box 8376
Swakopmund
Namibia

PHYSICAL ADDRESS:
6 MC Hugh Street
Industrial Area
Swakopmund

13001

TO
MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:
P.O.Box 53
Swakopmund
Namibia

PHYSICAL ADDRESS:

Northern Beach area
near Platz Am Meer Mall
Swakopmund, Namibia
Aili Gebhardt // 081 143 8763
agebhardt@swkmun.com.na

Subject to availability and receipt of Purchase Order

Description	Quantity	Excl. Price	Disc %	VAT %	Excl. Total	Incl. Total
BEF01 - Rental Buffalo Executive Flush Toilet Unit <i>Subject to availability and receipt of Purchase Order Rental for 20 x Executive Toilets 31.12.2024 Executive Toilet unit includes the following: Foot pump flushable toilet with internal hand wash basin soap dispenser & hand soap</i>	20	N\$375.00	0.00%	15.00%	N\$7,500.00	N\$8,625.00
Service Charges - Service Charges <i>3 x services per unit x 20 toilet units</i> <i>Services includes: 2 x toilet paper roll, clean water refill for toilet & hand wash basin, deep disinfection cleaning & refill of hand soap. Should you require additional services, will additional charges be applicable at NAD 178.70 (excl. VAT) per service</i>	60	N\$174.54	0.00%	15.00%	N\$10,472.40	N\$12,043.26
UR3 - 2 x 3 Standing urinal <i>Rental Fee - 31.12.2024 2 x 3 Standing urinal - 6 men can use the urinals at once</i> <i>Including: Set up of the camp 1 x External Hand wash basin</i>	1	N\$500.00	0.00%	15.00%	N\$500.00	N\$576.00
Service Charges - Service Charges <i>3 x services per unit x 2 urinals</i>	6	N\$100.00	25.00%	15.00%	N\$450.00	N\$517.50
Delivery and Collection - Delivery and Collection <i>Once off fee Delivery: 31.12.2024</i>	2	N\$400.00	0.00%	0.00%	N\$800.00	N\$800.00
Nedbank Namibia LTD Current Account Account Number: 11990236528 Branch Code: 461072 WalvisBay Branch wth@lmonamibia.com *Terms and Conditions apply Quotation accepted. Please sign. 50% Deposit with booking confirmation and then last 50% before delivery payable.					Total Discount: N\$0.00 Total Exclusive: N\$19,722.40 Total VAT: N\$2,838.36 Sub Total: N\$22,560.76 Total Rounding: N\$0.04 Grand Total: N\$22,560.80	

Date: Name: Sign:

BALANCE DUE

N\$22,560.80



QUOTE

NUMBER: QU00001966
 REFERENCE: DAY RENTAL 31 DECEMBER 2024
 DATE: 03/09/2024
 DUE DATE: 30/09/2024
 SALES REP: LIANE OOSTHUIZEN
 OVERALL DISCOUNT %: 0.00%
 PAGE: 2/2

FROM
WESTCOAST TOILET HIRE CC

VAT NO: 6773310-01-5

POSTAL ADDRESS:
 P.O.Box 6376
 Swakopmund
 Namibia

PHYSICAL ADDRESS:
 6 MC Hugh Street
 Industrial Area
 Swakopmund

13001

TO
MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:
 P.O.Box 53
 Swakopmund
 Namibia

PHYSICAL ADDRESS:

Northern Beach area
 near Platz Am Meer Mall
 Swakopmund, Namibia
 Aili Gebhardt // 081 143 8763
 agebhardt@swkmun.com.na

Subject to availability and receipt
 of Purchase Order

Description	Quantity	Excl. Price	Disc %	VAT %	Excl. Total	Incl. Total
Collection: 01.01.2025						

Nedbank Namibia LTD
 Current Account
 Account Number: 11990236528
 Branch Code:461072 WalvisBay Branch
 wth@lmonamibia.com

*Terms and Conditions apply
 Quotation accepted. Please sign, 50% Deposit with booking confirmation and then last
 50% before delivery payable.

Total Discount: **N\$0.00**
 Total Exclusive: **N\$19,722.40**
 Total VAT: **N\$2,838.36**
 Sub Total: **N\$22,560.76**
 Total Rounding: **N\$0.04**
 Grand Total: **N\$22,560.80**

Date: Name: Sign:

BALANCE DUE
N\$22,560.80

QUOTE

NUMBER: QUO0003375
 REFERENCE: NYE EVENT @ NORTH BEACH 31 DECEMBER 2024
 DATE: 02/09/2024
 DUE DATE: 31/12/2024
 SALES REP:
 OVERALL DISCOUNT %: 15.00%
 PAGE: 1/4



FROM
VISIONS CORPORATE EVENT GEAR CC

VAT NO: 6979787-01-5

POSTAL ADDRESS:

P.O. Box 6311
 Vineta

Swakopmund

Namibia
 13002

PHYSICAL ADDRESS:

Marvin Park Unit 7
 Einstein Street, Industrial Area

Swakopmund, Namibia

Cell: +264-81 2939068 (Alex), +
 264-81 1598850 (office)
 Mail: info@eventgear.cc

TO
MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:

cnr Rakotoka Street & Daniel
 Kamho Avenue

Swakopmund, Namibia
 13000

PHYSICAL ADDRESS:

NYE Event @ North beach 31
 December 2024
 close to Platz am Meer Mall

Description	Quantity	Excl. Price	Disc. %	VAT %	Excl. Total	Incl. Total
<i>Truss 03 - OV30 Truss 3m Truss Roof grid incl Shade netting above stage</i>	6.00	N\$255.00	0.00%	15.00%	N\$1,530.00	N\$1,759.50
<i>Truss 02 - OV30 Truss 2m</i>	10.00	N\$200.00	0.00%	15.00%	N\$2,000.00	N\$2,300.00
<i>Truss 01 - OV30 Truss 1m</i>	2.00	N\$175.00	0.00%	15.00%	N\$350.00	N\$402.50
<i>Truss 04 - OV30 Base Plate Heavy Duty</i>	4.00	N\$255.00	0.00%	15.00%	N\$1,020.00	N\$1,173.00
<i>Truss 09 - Prolite Stage Deck</i>	9.00	N\$350.00	0.00%	15.00%	N\$3,150.00	N\$3,622.50
<i>Truss 12 - Stage feet 900mm</i>	36.00	N\$15.00	0.00%	15.00%	N\$540.00	N\$621.00
<i>Truss 13 - Skirting and Steps</i>	2.00	N\$350.00	0.00%	15.00%	N\$700.00	N\$805.00
<i>Sound 66 - JBL SRX 906 powered Speaker</i>	12.00	N\$1,575.00	0.00%	15.00%	N\$18,900.00	N\$21,735.00
<i>Sound 67 - JBL SRX 918 Powered Speaker</i>	6.00	N\$2,000.00	0.00%	15.00%	N\$12,000.00	N\$13,800.00
<i>Sound 43 - JBL VRX 918S passive bass Module</i>	4.00	N\$1,450.00	0.00%	15.00%	N\$5,800.00	N\$6,670.00
<i>sound 44 - Crown i-Tech 4x3500 digital amplifier unit</i>	1.00	N\$2,900.00	0.00%	15.00%	N\$2,900.00	N\$3,335.00

Bank: FNB Namibia
 Acc: 62255578315
 Branch Code: 280-472
 Branch: Swakopmund
 Swift Code (BIC): FIRNNANX

Total Discount: **N\$19,827.75**
 Total Exclusive: **N\$112,367.25**
 Total VAT: **N\$16,853.64**
 Sub Total: **N\$129,210.89**

Grand Total: **N\$129,210.89**

BALANCE DUE
N\$129,210.89

QUOTE

NUMBER: QUO0003375
 REFERENCE: NYE EVENT @ NORTH BEACH 31 DECEMBER 2024
 DATE: 02/09/2024
 DUE DATE: 31/12/2024
 SALES REP:
 OVERALL DISCOUNT %: 15.00%
 PAGE: 2/4



FROM
VISIONS CORPORATE EVENT GEAR CC

VAT NO: 6979787-01-5

POSTAL ADDRESS:
 P.O. Box 6311
 Vineta

Swakopmund

Namibia
 13002

PHYSICAL ADDRESS:
 Marvin Park Unit 7
 Einstein Street, Industrial Area

Swakopmund, Namibia

Cell: +264-81 2939068 (Alex), +
 264-81 1598850 (office)
 Mail: info@eventgear.cc

TO
MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:
 cnr Rakotoka Street & Daniel
 Kamho Avenue

Swakopmund, Namibia
 13000

PHYSICAL ADDRESS:

NYE Event @ North beach 31
 December 2024
 close to Platz am Meer Mall

Description	Quantity	Excl Price	Disc %	VAT %	Excl. Total	Incl. Total
Sound 40 - Soundcraft Si Expression 1	1.00	N\$1,150.00	0.00%	15.00%	N\$1,150.00	N\$1,322.50
Sound 31 - Soundcraft Mini StageBox 16i	1.00	N\$650.00	0.00%	15.00%	N\$650.00	N\$747.50
Sound 48 - Shure SLX-D Receiver	4.00	N\$325.00	0.00%	15.00%	N\$1,300.00	N\$1,495.00
Sound 49 - Shure SLX-D Sender SM58	4.00	N\$225.00	0.00%	15.00%	N\$900.00	N\$1,035.00
Sound 38 - JBL PRX 812W monitor for DJ's	1.00	N\$715.00	0.00%	15.00%	N\$715.00	N\$822.25
CON 02 - Pioneer CDJ 900	2.00	N\$2,250.00	0.00%	15.00%	N\$4,500.00	N\$5,175.00
CON 03 - Pioneer DJM 800	1.00	N\$1,850.00	0.00%	15.00%	N\$1,850.00	N\$2,127.50
Light04 - CFC Wash Light LED	12.00	N\$325.00	0.00%	15.00%	N\$3,900.00	N\$4,485.00
Light37 - CFC MH LED 740A RGBW	12.00	N\$625.00	0.00%	15.00%	N\$7,500.00	N\$8,625.00
Light13 - CFC Atomic Strobe LED 1000W	2.00	N\$655.00	0.00%	15.00%	N\$1,310.00	N\$1,506.50
Light25 - Moving Head Martin Mac250 Wash or Beam	8.00	N\$550.00	0.00%	15.00%	N\$4,400.00	N\$5,060.00
Light06 - Lumenradio Transmitter Tx	2.00	N\$300.00	0.00%	15.00%	N\$600.00	N\$690.00

Bank: FNB Namibia
 Acc: 6225578315
 Branch Code: 280-472
 Branch: Swakopmund
 Swift Code (BIC): FIRNNANX

Total Discount: N\$19,827.75
 Total Exclusive: N\$112,367.26
 Total VAT: N\$16,863.84
 Sub Total: N\$129,210.89

Grand Total: N\$129,210.89

BALANCE DUE

N\$129,210.89

QUOTE

NUMBER: QUO0003375
 REFERENCE: NYE EVENT @ NORTH BEACH 31 DECEMBER 2024
 DATE: 02/09/2024
 DUE DATE: 31/12/2024
 SALES REP:
 OVERALL DISCOUNT %: 15.00%
 PAGE: 3/4


FROM
VISIONS CORPORATE EVENT GEAR CC

VAT NO: 6979787-01-5

POSTAL ADDRESS:

P.O. Box 6311
 Vineta

Swakopmund

Namibia
 13002

PHYSICAL ADDRESS:

Marvin Park Unit 7
 Einstein Street, Industrial Area

Swakopmund, Namibia

Cell: +264-81 2939068 (Alex), +
 264-81 1598850 (office)
 Mail: info@eventgear.cc

TO
MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:

cnr Rakotoka Street & Daniel
 Kamho Avenue

Swakopmund, Namibia
 13000

PHYSICAL ADDRESS:

NYE Event @ North beach 31
 December 2024
 close to Platz am Meer Mall

Description	Quantity	Excl. Price	Excl. %	VAT %	Excl. Total	Incl. Total
Light05 - Lumenradio Receiver RX	6.00	N\$100.00	0.00%	15.00%	N\$600.00	N\$690.00
Light27 - SkySearcher Lights set of 2	2.00	N\$6,950.00	0.00%	15.00%	N\$13,900.00	N\$16,985.00
Light32 - CFC FT300 COB Fresnel	4.00	N\$350.00	0.00%	15.00%	N\$1,400.00	N\$1,610.00
Light33 - Cameo Steam Wizard Smoke	2.00	N\$1,000.00	0.00%	15.00%	N\$2,000.00	N\$2,300.00
CON12 - LED Panel, Pitch 3.9: 500x500 4m x 2.5m LED wall screen back of stage for visuals and countdown	40.00	N\$525.00	0.00%	15.00%	N\$21,000.00	N\$24,150.00
CON13 - LED Wall Controller Nova Star VX4S	1.00	N\$795.00	0.00%	15.00%	N\$795.00	N\$914.25
CON14 - LED Wall Peripherals (Cat5, SDI) Computer, cabling and converters	1.00	N\$1,400.00	0.00%	15.00%	N\$1,400.00	N\$1,610.00
POWERG01 - 3 Phase Generator Super Silent	1.00	N\$2,600.00	0.00%	15.00%	N\$2,600.00	N\$2,990.00
Power 10 - Generator Fuel	1.00	N\$400.00	0.00%	15.00%	N\$400.00	N\$460.00
Power 4 - 32A 6 way Power Distribution Board	1.00	N\$350.00	0.00%	15.00%	N\$350.00	N\$402.50

Bank: FNB Namibia
 Acc: 62255578315
 Branch Code: 280-472
 Branch: Swakopmund
 Swift Code (BIC): FIRNNANX

Total Discount: N\$19,827.75
 Total Exclusive: N\$112,367.25
 Total VAT: N\$16,853.64
 Sub Total: N\$129,210.89

Grand Total: N\$129,210.89

BALANCE DUE

N\$129,210.89

QUOTE

NUMBER: QUO0003375
 REFERENCE: NYE EVENT @ NORTH BEACH 31 DECEMBER 2024
 DATE: 02/09/2024
 DUE DATE: 31/12/2024
 SALES REP:
 OVERALL DISCOUNT %: 15.00%
 PAGE: 4/4



FROM
VISIONS CORPORATE EVENT GEAR CC

VAT NO: 6979787-01-5

POSTAL ADDRESS:

P.O. Box 6311
 Vineta

Swakopmund

Namibia
 13002

PHYSICAL ADDRESS:

Marvin Park Unit 7
 Einstein Street, Industrial Area

Swakopmund, Namibia

Cell: +264-81 2039068 (Alex), +
 264-81 1598850 (office)
 Mail: info@eventgear.cc

TO
MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:**POSTAL ADDRESS:**

cnr Rakotoka Street & Daniel
 Kamho Avenue

Swakopmund, Namibia
 13000

PHYSICAL ADDRESS:

NYE Event @ North beach 31
 December 2024
 close to Platz am Meer Mall

Description	Quantity	Excl. Price	Disc %	VAT %	Excl. Total	Incl. Total
Power 07 - 32A (3ph) - 16A (single ph) breakout box	1.00	N\$325.00	0.00%	15.00%	N\$325.00	N\$373.75
Power 5 - Power Cabling Flatrate	1.00	N\$3,000.00	0.00%	15.00%	N\$3,000.00	N\$3,450.00
SETUP - Setup and Dismantelling Crew	10.00	N\$325.00	0.00%	15.00%	N\$3,250.00	N\$3,737.50
SOUND ENGINEER - Sound Engineer	1.00	N\$1,750.00	0.00%	15.00%	N\$1,750.00	N\$2,012.50
LIGHT ENGINEER - Light / AV Engineer	1.00	N\$1,750.00	0.00%	15.00%	N\$1,750.00	N\$2,012.50

Bank: FNB Namibia
 Acc: 62255578315
 Branch Code: 280-472
 Branch: Swakopmund
 Swift Code (BIC): FIRNNANX

Total Discount: N\$19,827.75
 Total Exclusive: N\$112,367.25
 Total VAT: N\$16,853.64
 Sub Total: N\$129,210.89

Grand Total: N\$129,210.89

BALANCE DUE
N\$129,210.89



BEACH SOCCER NAMIBIA CUP
RND URBAN PROJECTS CC
Presents
BEACH SOCCER Festival Cup
BOYS & GIRLS TOURNAMENT 5-A-SIDE TEAMS
MEDALS & PRIZES EACH:
1st N\$10 000 2nd N\$ 5 000 3rd N\$ 2 500
DATE: 24-26 AUGUST 2024
SWAKOPMUND, PLATZ AM MEER BEACH

REGISTRATION FORMS:
Fee: NAD500 per team / SME stall.
SME FOOD & BEER STALLS AVAILABLE

Entertainment by:
Chester house prince // Dj Mapianno // Dj Tipsei MxA // Dj Angies // Dj Eazy-E // Dj Normano & Jive Kingzz Dance Crew

Contacts / WhatsApp us:
R. David 0811274377 (Chair)
Lolo: 0812799856 (Teams)
Laina: 0812028028 (SME stalls)



11.1.12 **USE OR EXPLODING OF FIREWORKS IN SWAKOPMUND**
(C/M 2001/11/29 – N 3)

RESOLVED:

- (a) That Council Resolution 10.1 (a), dated 29 July 1999, be repealed.
 - (b) That Council places a ban on the exploding of any fireworks in the Local Authority Area of Swakopmund, except in cases where written approval has been obtained from Council in line with the amended Explosives Act, Act no 26 of 1956, Regulation 10.34 (d).
 - (c) That a notice with a layout plan of Swakopmund depicting the designated areas as described in Council Resolution 10.1. (b) of 29 July 1999, be placed in the newspapers to inform the public accordingly.
-

11.1.7

APPLICATION FOR THE SUBDIVISION OF ERF 119 MYL 4 PROPER INTO PORTION A AND THE REMAINDER

(C/M 2024/11/28 - M4 E 119)

Ordinary Management Committee Meeting of 14 November 2024, Addendum **7.7** page **71** refers.

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

The purpose of this submission is to seek Council's consideration for the subdivision of Erf 119, Myl 4 Proper into Portion A and the Remainder, in terms of Section 105 (1) (e) of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).

2. Introduction and Background

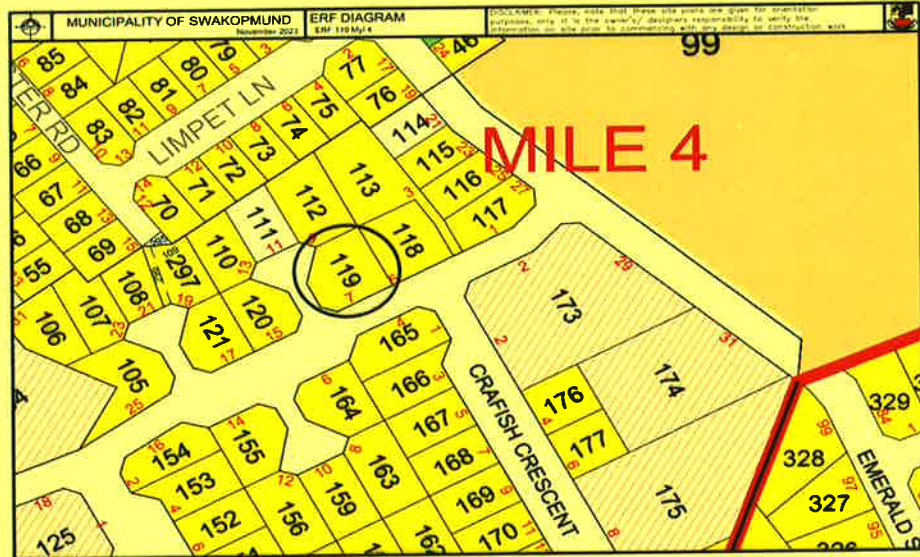
An application was received by the Engineering and Planning Services Department for the subdivision of Erf 119, Myl 4 Proper into Portion A and Remainder from Messrs Johan Otto on behalf of Ms. TMN Nantinda. The application is attached as **Annexure A**.

In January 2024, the owner of Erf 119, Myl 4 Proper applied to Council for its special consent to construct two dwelling houses on the property, with an envision of subdividing the property in the near future. Council has then decided at its ordinary meeting held on the **25th of January 2024**, under item 11.1.3 resolved:

- (a) *That in terms of Clause 5A 2.2 (b) of the Swakopmund Zoning Scheme Number 12, the application to construct two dwelling houses on Erf 119, Myl 4 Proper be approved.*
- (b) *That all the structures to be constructed on Erf 119, Myl 4 Proper be subjected to a maximum coverage of 60 percent.*
- (c) *That the construction of the two dwelling houses together with associated buildings on Erf 119, Myl 4 Proper is subject to building plans submission and approval in terms of the building regulations and town planning scheme provisions.*

3. Zoning, Locality and Size

Erf 119, Myl 4 Proper is zoned "single residential" with a density of 1:300m² and is situated alongside Starfish Street, in a cul-de-sac. The erf measures 772m² in extent and is currently vacant.



The locality of Erf 119, Myl 4 Proper

4. **Access Municipal Services and Parking**

The current access to Erf 119, Myl 4 Proper is obtained via Starfish Street and will be maintained for Portion A and Remainder. On-site parking for the proposed development should be provided in accordance with the provision of the Swakopmund Zoning Scheme. The property is connected to the existing bulk and internal municipal services.

5. **Public consultation**

Nine neighbouring property owners (Erven 110, 111, 112, 113, 117, 118, 120, 164, and 165 Myl 4) were notified in writing via post and emails, of the intent to subdivide the property. As per the provisions of the Urban and Regional Planning Regulations Section 10 (4) for subdivision, only the affected neighbouring property owners must be notified. No publication of notices in newspapers and government gazettes is required.

The last date to submit objections and comments was the 16th of August 2024. Two objections were received.

6. **Development Proposal**

The owner intends to subdivide the property to construct two dwelling houses. The table below illustrates the subdivision proposal:

Erf Number	Size in m²	Zoning
Portion A	370m ²	Single residential
Rem/Erf 119	402m ²	Single residential
Total	772m ²	

7. **Objections**

The objectors argue that the subdivision will permit a house and a flat in each portion (a scenario which will lead to a construction combination of up to 4 units for the two portions). Even though this may not be part of the current plans, nothing will stop the current and/or future owners to build add-on flats in the future. This undertaking can bring up to 15 people on an approximately 700m² erf which is a concern for the objectors.

The objectors further argue that the proposed subdivision will significantly alter the character of the neighbourhood, which will negatively affect aesthetics and the appeal of the community. The addition of several houses on the newly subdivided erven will negatively affect the aesthetic and appeal of the community. The impact of multiple new homes will lead to an increase in traffic (4 or 6 vehicles instead of 2 vehicles) which poses a danger to pedestrians and children.

In addition, it will add a strain on infrastructure such as water supply and sewerage systems which, according to the objectors, are already operating near capacity. Adding several new homes will place additional strain on infrastructure, potentially leading to service disruptions and increased costs.

The objectors state that multiple new homes will reduce the property values in the area, including their own, due to a shift in neighbourhood dynamics and aesthetics. Lastly, objectors are concerned about the potential increase in noise during construction due to more people and/or pets, and less privacy due to the intensity of development.

8. **Evaluation**

The proposed subdivision is not expected to negatively impact the character of the neighbourhood as argued by the objectors, as it will not be an extreme departure from the existing neighbourhood character.

There will be an increase in traffic but not to such an extent to create a safety hazard for pedestrians or children. Traffic levels are expected to remain relatively low for a quiet residential street. There will be an additional load on the infrastructure, especially water and sewerage, however, the owner will pay Council the standard 7.5% endowment fee as compensation.

The development of a dwelling unit and a flat is subject to building plan approval and compliance with the floor area restrictions of the supplementary dwelling unit, which should not be more than 50% of the main dwelling house, as contained in the zoning scheme. These restrictions are already in place to protect neighbourhood amenities and character and apply to all single residential zoned properties.

The proposed subdivision complies with the density zoning of the area, which is 1:300m². The Swakopmund Structure Plan 2040 advocates to curb urban sprawl and strives for a more compact urban form. This can be achieved through the promotion of densification, intensification and urban infill. The claim on the decreased property value cannot be proved without conducting the property valuation assessment.

4.1 **Compensation**

The subdivision of Erf 119, Myl 4 Proper is subject to a 7.5% compensation fee with respect to endowment calculated in accordance with Section 9 (b) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) Regulations in conjunction with Council's Property Policy.

9. **Conditions to be registered against the newly created portion**

The current title deed conditions registered against Erf 119, Myl 4 Proper should be retained and be registered against title deeds of both Portion A and the Remainder of Erf 119, Myl 4 Proper.

10. **Conclusion**

The proposed subdivision of Erf 119, Myl 4 Proper is not foreseen to have any negative impacts on the area as it is supported by the Zoning Scheme and is in line with the Swakopmund Structure Plan 2020-2040.

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

- (a) That the subdivision of Erf 119, Myl 4 Proper into Portion A and the Remainder be approved as per the table below:

Erf Number	Size in m²	Zoning
Portion A	370m²	Single residential
Rem/Erf 119	402m²	Single residential
Total	772m²	

- (b) That Conditions registered against Erf 119, Myl 4 Proper be retained and be registered against title deeds of both Portion A and the Remainder of Erf 119, Myl 4 Proper.
- (c) That the subdivision of Erf 119, Myl 4 Proper be subject to an endowment fee of 7.5% as provided for in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) as well as the Municipality of Swakopmund Property Policy.
- (d) That all additional infrastructures that may be required because of the proposed development be for the account of the applicant and in accordance with the specifications of the General Manager: Engineering and Planning Services.
- (e) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation (endowment) fee for the subdivision has been received by Council.
- (f) That the applicant provides proof that the subdivision of Erf 119, Myl 4 into Portion A and Remainder has been approved by the Minister of Urban and Rural Development and provides Council with approved diagrams before any submission of building plans to the Engineering and Planning Services Department for approval.
- (g) That the on-site parking requirements be as per the Swakopmund Zoning Scheme.
- (h) That the objectors be informed that they may appeal 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 Regulation 18 of the Urban and Regional Planning Act.
-

SUBDIVISION APPLICATION

MYL 4: SUBDIVISION OF ERF 119 INTO PORTION A AND THE REMAINDER OF ERF 119

20 September 2024

Prepared for:

Ms TMN Nantinda
PO Box 2864
Windhoek
10005

Prepared by:

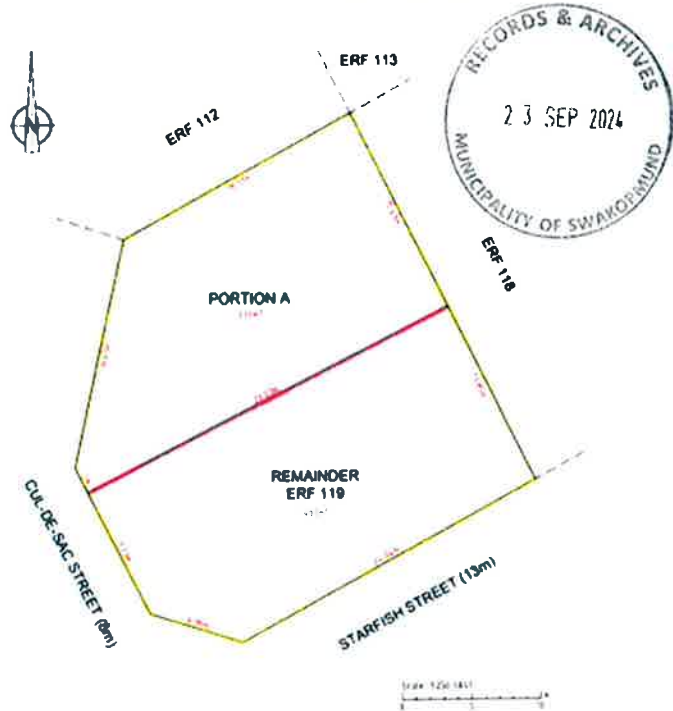
Johann Otto
PO Box 9050
Walvis Bay
13013

Submission to:

Chief Executive Officer
Municipality of Swakopmund
PO Box 53
Swakopmund
13001

and

The Secretary
Urban and Regional Planning Board
Private Bag 13289
Windhoek
10005



1. Purpose

The purpose of this submission is for Swakopmund Council and the Urban and Regional Planning Board to consider the application for the subdivision of Erf 119, Myl 4 into two land portions.

2. Background

The owner previously made an application to obtain Council's consent to develop two dwelling houses on Erf 119, Myl 4 with the intention to subdivide the property in the future.

The Council approved the application at its ordinary meeting of 25 January 2024, under item 11.1.13 as follows:

- (a) *That in terms of Clause 5A 2.2 (b) of the Swakopmund Zoning Scheme Number 12, the application to construct two dwelling houses on Erf 119, Myl 4 Proper be approved.*
- (b) *That all the structures to be constructed on Erf 119, Myl 4 Proper be subjected to a maximum coverage of 60 percent.*
- (c) *That construction of the two dwelling houses together with associated buildings on Erf 119, Myl 4 Proper is subject to building plans submission and approval in terms of the building regulations and town planning scheme provisions.*

The owner intends to commence with the subdivision process, which will permit the dwelling houses to be alienated separately from each other. The owner will commence with construction of the houses while the subdivision is ongoing or when the subdivision has been finalised.

3. Planning Proposal

The owner intends to develop two dwelling houses as indicated in the site development plan in Figure 1.

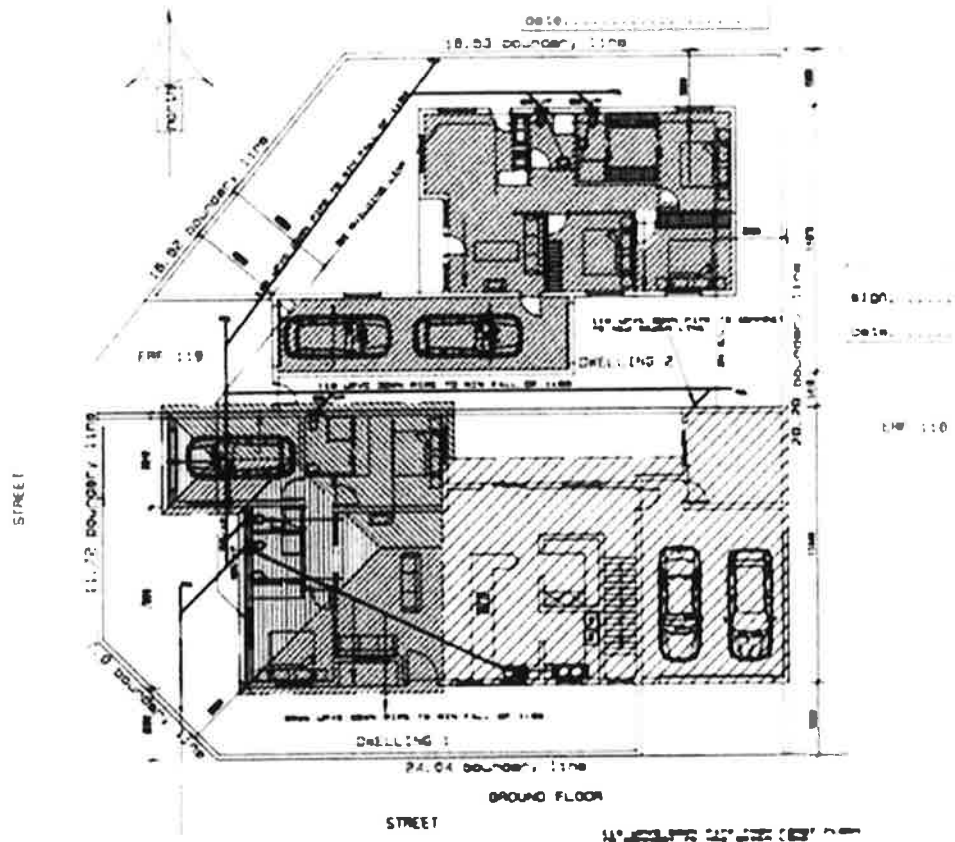


Figure 1: Site development plan for Erf 119, Myl 4 Proper (Credit: Shilongo Building Designs).

Dwelling unit 1 will be a double storey house with a height of not more than 8 metres. It will have ground floor area of 170m² with a garage area of 69m² - a total of 239m². In addition, the first-floor area will be 130m² which provides a total floor area of 369m².

Dwelling unit 2 will be a single storey house with a height of not more than 4 metres. It will have a ground floor area of 98m² with a tandem garage of 42m² - a total floor area of 140m².

The dwelling houses are designed in such way to permit a straight forward subdivision between the houses. Any portion of the buildings situated closer than 1.5 metres from a boundary is subject to compliance with the fire regulations.

4. Site description

Erf 119, Myl 4 (the site) is situated on the corner of Starfish Street and a cul-de-sac street. It has an area of 772m² in extent and is zoned "Single Residential" with a density of 1 dwelling unit per 300m². This density permit the subdivision of the site into two port least 300m² or larger

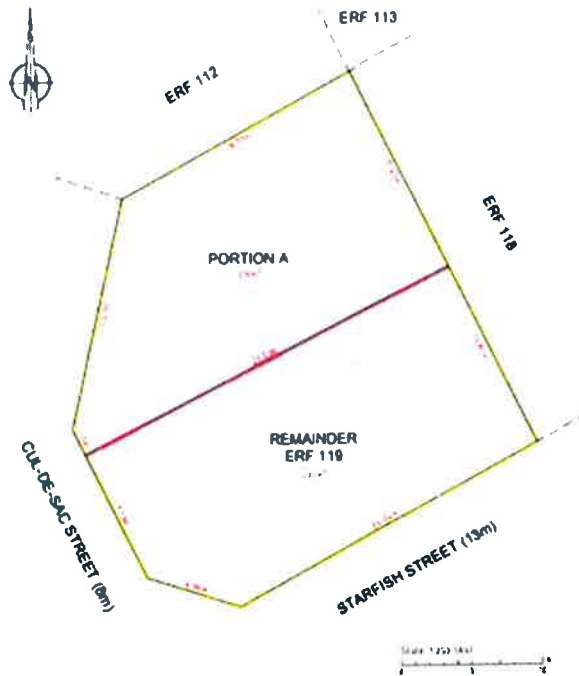


Figure 5: Proposed subdivision of Erf 119, Myl 4.

The subdivision plan is attached Annexure C. The size of the land portions will be as follows:

Land Parcel	Size
Portion A	370 m ²
Remainder of Erf 119, Myl 4	402 m ²
Total	772 m ²

Actual erf sizes in the neighbourhood range between 350m² to 1200m², all zoned with a density of 1:300. Many erven contain two dwelling houses; therefore, the proposed subdivision will not be an extreme departure from the density and character of the neighbourhood.

6. Evaluation

6.1. Swakopmund Zoning Scheme No.12

The proposed buildings and use of land will be subject to the restrictions of the "Single Residential" zone such as coverage, density control, height, building lines, parking, and the additional land use restrictions.

In terms of Clause 7.12, no owner of land may subdivide land without the consent of the Council and the Competent Authority, hence the purpose of this application.

Each subdivided portion will be larger than 300m² and will comply with the 1:300 zoning density, therefore, the proposed subdivision will not be in conflict with the zoning scheme.

In conclusion, the proposed subdivision is fully in accordance with the Swakopmund Zoning Scheme.

6.2. Swakopmund Structure Plan 2020-2040

Erf 119 falls in Zone A which is a Low Density Residential zone which promote the following policy:

"Low Density Residential areas are to be located along the beach, the river and north of the Rossmund golf course. These areas consist of one to two storey homes. These areas have the lowest building heights in the townlands, to preserve and limit building heights from causing a visual barrier for all the developments falling behind it." (SM, 2020:119).

Erf 119 is not situated along the beach or river but will have a height of one to two storeys which will not create a visual barrier for any surrounding property.

The proposed subdivision will also help meet the demand for housing and promote compact city development, therefore, it is aligned with the following policies of the urban structure plan:

"Swakopmund will have to provide accommodation for an additional 22 200 households by the year 2040." (SM, 2020:118)

"In order to curb urban sprawl, Swakopmund should strive for a more compact urban form. This can be achieved through the promotion of densification, intensification, urban infill." (SM, 2020:118).

In conclusion, the proposed subdivision is generally in compliance with the spatial policies of the Swakopmund Urban Structure Plan of 2020-2040.

6.3. Swakopmund Property Policy

In accordance with paragraph 11 of the property policy, it is recommended that a 7.5% endowment or compensation fee be levied against the land value, as determined by the Municipal Valuer, against any new portion but excluding the remainder.

It is recommended that the Council should levy a 7.5% endowment fee against Portion A and this fee becomes payable prior to registration of the new erf at the Deeds Office.

The land value of Portion A is estimated to be ±N\$1000m² x 370m² = ±N\$370,000. Multiplied with a 7.5% endowment is equal to an amount of ±N\$27,750 which is the recommended endowment amount.

7. Public Consultation

Nine neighbouring landowners (owners of Erven 110, 111, 112, 113, 117, 118, 120, 164, and 165 Myl 4) were notified on 27 July 2024 via post and/or email of the proposed subdivision in accordance with the Urban and Regional Planning Act of 2018. The deadline for comments or objections were 16 August 2024.

Proof of consultation is attached Annexure B.

Three neighbouring landowners provided a response as summarised below:

- Owner of Erf 120 Myl 4: Objection response dated 2 August 2024.
- Owner of Erf 118 Myl 4: No objection response dated 14 August 2024.
- Owner of Erf 111 Myl 4: Objection response dated 15 August 2024.

Feedback from neighbours are attached Annexure A.

The reasons for the two objections and a response to the objections are provided in the following sections.

7.1. Objector's reasons

The two objectors are against the proposed subdivision for reasons which are summarised below:

The objectors argue that the subdivision will permit house and flat on each portion (up to 4 units). Even though this may not be part of the current plans, nothing will stop the current and/or future owners to build add-on flats in the future. This undertaking can bring up to 15 people on a $\pm 700\text{m}^2$ erf which is a concern for the objectors.

The objectors argue that the proposed subdivision will significantly alter the character of the neighbourhood, which will negatively affect aesthetics and the appeal of the community. The addition of several houses on the newly subdivided erven will negatively affect the aesthetic and appeal of the community.

The impact of multiple new homes will lead to an increase in traffic (4 or 6 vehicles instead of 2 vehicles) which poses a danger to pedestrians and children. In addition, it will add a strain on infrastructure such as water supply and sewerage systems which, according to the objectors, are already operating near capacity. Adding several new homes will place additional strain on infrastructure, potentially leading to service disruptions and increased costs.

The objectors state that multiple new homes will reduce the property values in the area, including their own, due to a shift in neighbourhood dynamics and aesthetics.

Lastly, objectors are concerned for the potential increase in noise during construction and due to more people and/or pets, and less privacy due to the intensity of development.

It is due to the above reasons; the objectors urge the Council to turn down the subdivision application.

7.2. Response to objections

The owner was in the market to develop two dwelling houses in Swakopmund. She did her research and found Erf 119 suitable given the larger erf size (772m²) and 1:300 density which can permit two dwelling houses and/or subdivision with consent from the Council. This motivated the owner to purchase the property with this objective in mind.

Many erven in the neighbourhood contain two houses on one erf which is circled in blue in Figure 6. These include erven 109, 112, 117, 118, 147, 154, 157, 159, 160, 162, 161, 163, 164, 165, and 171. Objectors are indicated in the red squares. All of these properties integrate well with the neighbourhood character and is fully compliant with a zoning density of 1:300 as their erf sizes are at least 600m² or larger.

Therefore, the intended development and subdivision of Erf 119 will not be an extreme departure from the existing neighbourhood character.



Figure 6: Erven in blue circles contain two dwelling units. Red squares represent the objectors.

It is agreed that there will be an increase traffic but not to such an extent to create a hazard for pedestrians or children. Traffic levels are expected to remain relatively low for a quiet residential street.

There will be an added load on services such as water and sewerage, however, the owner will pay the Council the standard 7.5% endowment fee as compensation. Development of two erven (instead of one), will further

increase the Council's monthly revenue potential in terms of rates, taxes, and service charges.

The development of dwelling unit and a flat is subject to building plan approval and compliance with the floor area restrictions of the supplementary dwelling unit as contained in the zoning scheme. These restrictions are already in place to protect neighbourhood amenity and character and applies to all property owners.

The objectors are against a 1:300 density subdivision/development but bought property in a 1:300 neighbourhood. It would be unfair to require the owner of Erf 119 to develop at a lower density than 1:300 as it will be contrary to the inherent property rights.

Lastly, the Council has already granted consent for the development of two dwelling units on 25 January 2024. Therefore, the owner can commence with construction of the two dwelling units subject to building plan approval. The intended subdivision will simply divide ownership between the two houses which can be supported in principle.

In conclusion, the owner of Erf 119 urges the Council to approve the proposed subdivision due to the above reasons.

8. Conclusion

The proposed subdivision not expected to negatively impact the character of the neighbourhood and will comply with the density zoning. Furthermore, the Council has already granted consent for the construction of two dwelling houses, therefore, the subdivision into two land portions can be supported from a town planning point of view.

The proposed subdivision received two objections, therefore, this application remains a disputed case. Therefore, objectors must be afforded the opportunity to lodge an appeal should the Council approve the subdivision.

9. Recommendation

After due consideration, the following is recommended:

MYL 4: SUBDIVISION OF ERF 119

It is recommended that:

- (a) the subdivision of Erf 119, Myl 4, into Portion A and the Remainder of Myl 4 Proper be recommended for approval in terms of Section 113 of the Urban and Regional Planning Act of 2018.
- (b) the conditions registered against Erf 119, Myl 4, be retained and be registered against Portion A and the Remainder of Erf 119, Myl 4.
- (c) the owner to pay the Council a 7.5% compensation/endowment fee of N\$27,750.00 prior to the registration of Portion A the Deeds Office.
- (d) the Registrar of Deeds be requested not to register Portion A unless a certificate has been issued by the Local Authority confirming that the compensation/endowment fee has been paid.
- (e) that objectors be notified of the Council's decision and their right to lodge an appeal within 28 days from notification.

Yours sincerely,



Johann Otto
+264 85 754 4740
riven.otto@yahoo.com

10. Attachments

- Annexure A: Neighbour feedback/objections
- Annexure B: Proof of consultation
- Annexure C: Locality and subdivision plan
- Annexure D: Deed of transfer
- Annexure E: Special power of attorney
- Annexure F: Proof of payment

NEIGHBOUR FEEDBACK FORM:

I/We*, the owner(s) of Erf No. 120 do hereby

support

object to

the following planning application:

Proposed subdivision of Erf 119 Myl 4 into Portion A (370m²) and the Remainder (402m²).

due to the following reason(s) (if any):

As per Attachment A

(add more pages if needed)

Signature:

Full names (print):

D. J. Kotze

Contact number:

081 361 3369

Email address:

dirk@katzegroup.com

Date:

2/8/2024

I am writing to formally object to the proposed subdivision of the vacant stand located at erf 119 , myl 4, into multiple residential lots. As a property owner at erf 120 , myl 4, I have several concerns regarding the impact this development will have on the surrounding area and my own property.

1. Impact on Community Aesthetics and Character

The proposed subdivision will significantly alter the character of our neighborhood. The addition of several houses on the newly subdivided land would disrupt this established aesthetic and potentially diminish the overall appeal of our community.

2. Increased Traffic and Safety Concerns

The introduction of multiple new homes will inevitably lead to increased traffic. This increase in traffic poses potential safety risks, particularly for pedestrians and children

3. Strain on Local Infrastructure and Services

Our community's infrastructure, including water supply, sewage systems, etc, is already operating near capacity. Adding several new homes will place additional strain on these resources, potentially leading to service disruptions, increased costs, etc

4. Property Values

There is a concern that the construction of multiple homes on the subdivided land could affect property values in the area. The change in land use could potentially reduce the value of neighboring properties, including mine, due to the shift in neighborhood dynamics and aesthetics.

5. Noise and Privacy Issues

The development will likely result in increased noise from construction and ongoing residential activities. Additionally, the proximity of new homes to existing properties could infringe on privacy, particularly if the new construction is densely packed.

In light of these concerns, I urge you to reconsider the proposed subdivision or to implement measures that would mitigate the impact on our community. I am open to discussing these issues further and exploring potential solutions that would balance development with preserving the character and quality of our neighborhood.



Puzzle Investments 12cc

DJ Kotze

NEIGHBOUR FEEDBACK FORM:

I/We*, the owner(s) of Erf No.!!!..... do hereby

support

object to



the following planning application:

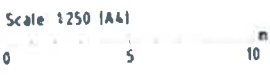
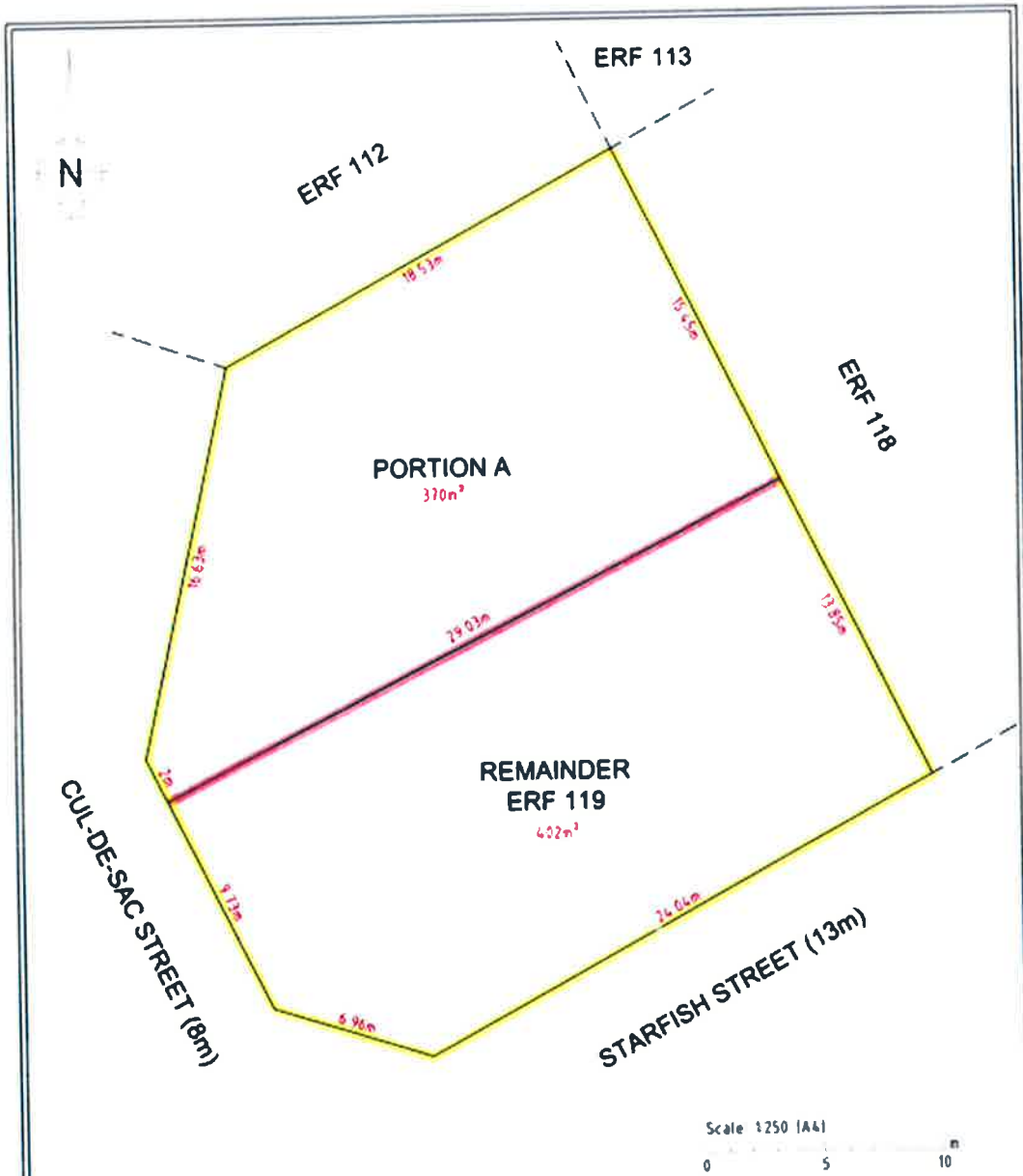
Proposed subdivision of Erf 119 Myl 4 into Portion A (370m²) and the Remainder (402m²).

due to the following reason(s) (if any):

The impact / effect of this sub division is that this area will be have a higher population. This leads to higher traffic (e.g. 4^{or 6} vehicles instead of 2), More noise (including extra pet), less privacy. If an area is subdivided, a house and a flat may be turned into two houses, each with a flat. Even though this may not be part of the current plans, nothing will prevent a future owner to have such add-ons when ~~the~~ if the development is sold.

(add more pages if needed) Such undertaking can bring up to 15 people living on the 1 700 m² which is really concerning.

Signature:		
Full names (print):	ALTAS ARENS VAN DER MERWE	CABINA VAN DER MERWE
Contact number:	0812340051	0813655248
Email address:	calvdmerwe@gmail.com	calvdmerwe@gmail.com
Date:	15/08/2024	15/08/2024



Proposed subdivision
It is recommended to subdivide Erf 119 M1 & into two portions as set out in the Table 1 below

Table 1: Land portion sizes	
Land portion	Size (m ²)
Portion A	370
Remainder Erf 119 M1 &	402
Total	772

- Notes
1. Erf 119 M1 & is zoned 'Single Residential' with a density of 1:300 in terms of the Swakopmund Zoning Scheme
 2. Portion A will take access from the cul-de-sac street and the Remainder will take access from both streets
 3. Subdivision subject to the approval from the Local Authority and Urban and Regional Planning Board
 4. Contour interval: No contours (flat terrain)

CONSULTANT Johann Otto PO Box 9050 Walvis Bay +264 05 754 4740 jivenotto@yahoo.com	TITLE Subdivision plan M1 & Erf 119 Subdivision into two portions		DWG NO 119M/SP	DATE 27-07-2024
	CLIENT Ms Nantinda	SCALE 1:250	VERSION V2	SHEET 1 OF 1
			DRAWN JO	
			CHECKED JO	



PREPARED BY ME

CONVEYANCER
R DREYER

2023-11-09

MORTGAGEE: No. B 12053

for R5 545 000 00

DEEDS OFFICE
WINDHOEK

Y/W

DR WEDER, KAUTA & HOVEKA INC.
 Attorneys Notaries and
 Conveyancers
 P O BOX 864
 WINDHOEK

DEED OF TRANSFER

T 6753 / 2

BE IT HEREBY MADE KNOWN:

THAT

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

LEODOLF RHEEDER VAN WYK
 Identity Number 790912 1082 3
 Married out of community of property

dated the 4 October 2023 and signed at WINDHOEK

AND THE SAID APPEARER declared that his Principal had truly and legally sold on the 18 September 2023

and that they in their capacities aforesaid did, by these presents, cede and transfer, in full and free property, to and on behalf of

TEOPOLINA MAGANO NDATEGA NANTINDA
Identity Number 870419 0007 7
Unmarried

His Heirs, Executors, Administrators or Assigns

CERTAIN ERF NO. 119 (A PORTION OF ERF NO 100) MYL 4

SITUATE in the Municipality of SWAKOPMUND
Registration Division "G"
ERONGO Region

MEASURING 772 (SEVEN SEVEN TWO) Square Meters

FIRST TRANSFERRED by Deed of Transfer T928/2006 with General Plan
No. A573/2005 relating thereto

HELD BY Deed of Transfer T928/2006 and T6716/2016

✍️ **SUBJECT** to the following conditions imposed in terms of the Urban and Regional Planning Act 2018 (Act 5 of 2018) namely:- *ohms*

IN FAVOUR OF THE LOCAL AUTHORITY

- (i) The erf must 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).
- (ii) The building value of the main building, excluding the outbuilding to be erected on the erf must be at least four times the prevailing valuation of the erf.

|

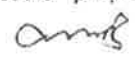
WHEREFORE the Appearer renouncing all the right and title which the said

TRANSFEROR(S)

heretofore had to the premises, did, in consequence also acknowledge it to be entirely dispossessed of, and disentitled to, the same; and that by virtue of these presents the said

TRANSFeree

His Heirs, Executors, Administrators or Assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State, however reserving its rights; and finally, acknowledging that the purchase price of the aforesaid property amounts to **N\$8,000,000.00**



2023-11-09

SIGNED at WINDHOEK on
with the appearer, and confirmed with my seal of office.

together


Signature of Appearer

In my presence,



SPECIAL POWER OF ATTORNEY

I, the undersigned

HEPOLINA MAGANO NDATEGA NANTINDA
Identity Number: 870419 0007 *



in my capacity as the registered owner of ERF NO. 119 (A PORTION OF ERF 100) MYL 4 do hereby nominate, constitute and appoint

JOHANN OTTO
PO BOX 9050
WALVIS BAY

with full power of substitution to be my true and lawful Attorney and Agent for me and in my name, place and stead, to make the necessary application to the Local Authority or Authorized Planning Authority and or Urban and Regional Planning Board and or the Ministry of Urban and Rural Development for the

SUBDIVISION OF ERF 119 MYL 4 INTO PORTION A AND THE REMAINDER OF ERF 119 MYL 4

at the cost of the applicant and generally for effecting the purposes aforesaid to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes I might or could do if personally present and acting herein, hereby ratifying, allowing and confirming all and whatsoever my said Agent and Attorney shall lawfully do or cause to be done, by virtue of these presents.

CONSENT

In terms of Sections 4 and 7 of the Married Persons Equality Act, 1996 (Act 7 of 1996),
the undersigned in my capacity as the spouse of
I hereby grant consent to the application made by him/her to
the relevant authorities

thus done and signed at WALVIS BAY, this _____ day of _____ 2024,
in the presence of the undersigned witnesses:

HEPOLINA MAGANO NDATEGA NANTINDA **SPOUSE (IF APPLICABLE)**

Witness 1

Witness 2

11.1.8

APPLICATION TO RENT A PORTION OF ERF 313 SWAKOPMUND: M HARTMANN INVESTMENT 87 CC/2018/06280

(C/M 2024/11/28 - Remainder Erf 313)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.8** page **92** refers.

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

The purpose of this submission is for Council to consider an application by M Hartmann Investment 87 CC (hereinafter "Hartmann") dated **18 October 2024** to lease a portion of the Remainder of Erf 313, Swakopmund.

2. Background

On **24 November 2022** under item 11.1.9 Council passed the following decision with reference to the Remainder of Erf 313, Swakopmund following an application by Hartmann:

- (a) *That the application by M Hartmann Investment 87 CC/2018/06280 to use the Remainder of Erf 313, Swakopmund for a business venture be turned down.*
- (b) *That Engineering & Planning Services Department attends to the demolition of the structure located on the Remainder of Erf 313, Swakopmund to create additional parking."*

On **29 October 2024**, a meeting was held with Mr G van der Merwe of Hartmann and he confirmed that the structure is not demolished and that homeless people are frequenting the area. It was pointed out that Council does not allow car wash operations on land belonging to the Council. Mr G van der Merwe confirmed that they do not intend to establish a car wash business, but a food outlet.

Hartmann intends to erect a wooden structure by using the current walls of the structure on site. The applicant intends to use the structure to conduct a business which will be subleased to a third party.

The applicant also indicated that they would create 3 parking bays on the premises.

Attached as **Annexure "B"** is an aerial photo indicating the panhandle shape of Re Erf 313, Swakopmund, and the walls referred to in the application by Hartmann. As can be noted the panhandle which was designed to allow access to Re Erf 313 is used as parking. Hartmann does not require this portion of land.

3. Previous Application by Hartmann

In regard to the initial application dated **16 May 2022**, a memo was sent to the Engineering & Planning Services Department dated **19 May 2022**, requesting comments on whether the applicant's proposed business venture on Re Erf 313, Swakopmund might be allowed in terms of our Town Planning Scheme and Structure Plan or not:

- *erect a wooden structure by using the current walls per the attached building plan, and*

- space to create three parking bays

Comments were received per memo dated **05 October 2022** attached as **Annexure "C"**. These comments remain unchanged.

4. **Erf 313, Swakopmund**

A water tower was housed on Re Erf 313, Swakopmund. The subject erf was subdivided in the current shape to accommodate the water tower and allow access to the said tower. On **23 May 2000** under item 11.1.4 Council turned down an application to establish a cocktail bar on the wooden tower in view of valid objections received against the venture at the time. The tower was demolished.

On **30 August 2007** under item 11.1.8 Council approved an application by MTC to erect a BTS tower on the said erf. On **27 September 2018** under item 11.1.6 Council approved the renewal of the lease term of MTC until December 2027, but MTC vacated the site in the meantime.

Re Erf 313, Swakopmund measures approximately 481m² in extent. Hartmann intends to only lease a portion of the subject erf. A site inspection was conducted on **03 October 2022**. The panhandle giving access to the erf borders on the boundary of Garnish restaurant which area is used as parking. The walls referred to in the application letter do not cover the whole of Re Erf 313, Swakopmund.

For ease of reference, ownership of the erven reflected on the attached aerial photo is indicated below:

Remainder Erf 313, Swk	:	Municipality
Erf 3657, Swk	:	Municipality
Erf 3662, Swk	:	J G van der Merwe
Erf 3663, Swk	:	Municipality
Erf 3664, Swk	:	Municipality
Erf 8667, Swk	:	The Atlantic Chicken Company

From the reference files, the zoning of the erven used as parking cannot be confirmed.

5. **Proposal**

The establishment of a business on site will uplift the area and make it safer. It will also eliminate the problem of the area being frequented by homeless people and associated social issues.

It is therefore proposed to approve the lease application based on the same conditions approved by Council on **27 April 2023** under item 11.1.13 for a parking space on Erf 3664, Swakopmund for Hartmann; except that subleasing be approved based on the business concept and that an initial lease period of 1 year be approved, followed by the standard 5 year lease period.

Quoted from the above resolution, point (h) reads:

"(h) That similar applications be considered based on the merit thereof."

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

RECOMMENDED:

- (a) That Council approves the application by M Hartmann Investments 87 CC/2018/06280 to lease a portion of the Remainder of Erf 313, Swakopmund for the establishment of a business.
- (b) That permission be granted to the applicant to construct/erect a wooden structure similar to Swakop Info on the lease area (exact size still to be determined), subject to:
- (i) *Detailed building plans being submitted to the Engineering & Planning Services Department for consideration.*
 - (ii) *That the structure complies with health requirements such as the provision of potable water on-site and public ablution nearby.*
- (c) That the lease period for M Hartmann Investments 87 CC/2018/06280 be for an initial 1-year period, followed by the standard 5 years lease period:
- (i) *the initial 1 year lease period to commence from the date of signing the lease agreement;*
 - (ii) *the standard 5-year period will commence upon expiry of the initial lease period and is subject to successful publication in terms of the Local Authorities Act, Act 23 of 1992, as amended and approval granted by the Ministry of Urban and Rural Development.*
- (d) That the rental amount be N\$45.68 / m² + (15% VAT) N\$6.85 / m² = N\$52.53 (exact size still to be determined) with an annual escalation of 7% starting from 1 July 2025 to have a standard tariff for similar areas.
- (e) That the lease be subject to the following standard conditions:
- (i) *That due to the nature of the business concept, sub-letting be allowed based on reasonable commercial terms.*
 - (ii) *That Council reserves the right to cancel the lease if valid objections are received from the public during the subsistence of the lease.*
 - (iii) *That the applicant shall indemnify Council and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of the leased area.*
 - (iv) *That the lease is terminable by either party given or receiving 3 months' notice.*
 - (v) *That a deposit equal to 1 month's rental be paid.*
 - (vi) *That all costs involved be for the lessee's account. Should they cease operating they must inform Council in writing and reinstate the area to its original condition at their own cost.*
 - (vii) *The lease agreement is not transferable and may not form part of an estate.*
 - (viii) *That Council be informed of any change in membership or shareholding depending on the entity to be established.*
- (f) That the General Manager: Engineering & Planning Services determines the value of a refundable deposit payable by the lessee based on an estimate of rehabilitation costs should the lessee not rehabilitate the area on the expiry/cancellation of the lease period.
-

M HARTMANN INVESTMENTS 87 CC/2018/06280P O BOX 552, SWAKOPMUND / E: [MAIL: gerhardvdm2@gmail.com](mailto:gerhardvdm2@gmail.com) / Cell: J G van der Merwe: +264 81 124 2023

Municipality of Swakopmund

P O Box 552

Swakopmund

28th October 2024

Dear Sir/Madam,

RE: APPLICATION TO RENT A PORTION OF ERF 313, SWAKOPMUND

With reference to the above, we attach hereto previous application dated 16 May 2022 for ease of reference.

Kindly note, since the application and your reply thereto no further action was undertaken by the Municipality. Attach hereto please find photographs depicting the portion of erf 313. For clarity, the application pertains only to a small portion of erf 313. (Marked in green highlight).

Should the application be approved, value will be added and three more parking bays will be created at the cost of the applicant.

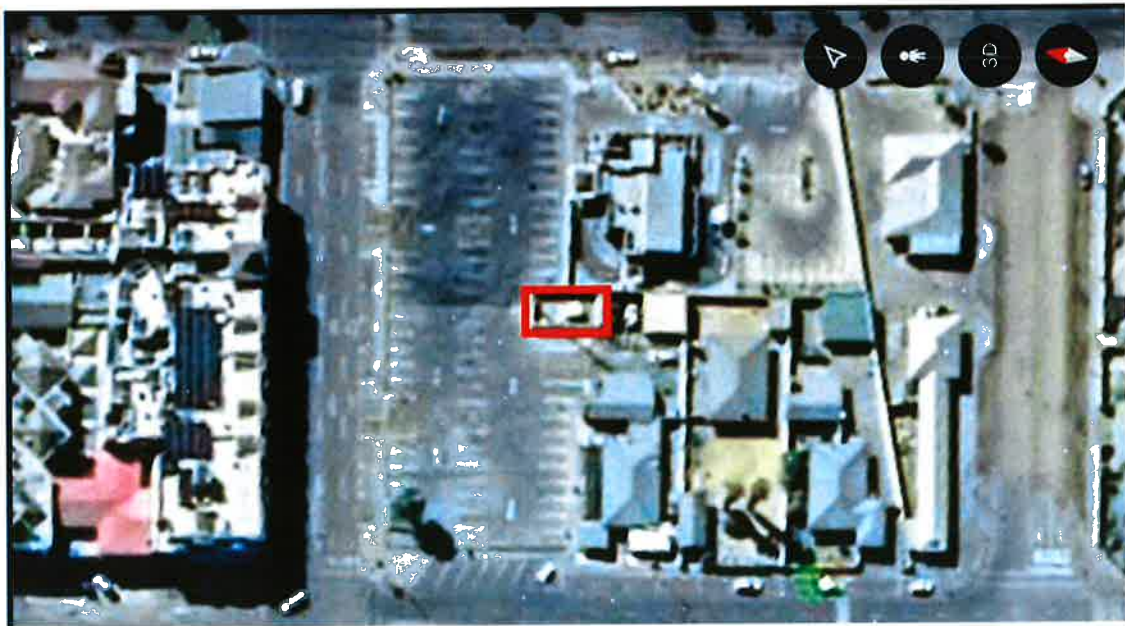
APPLICATION

Application is made to made to rent the portion depicted on the photograph. In an attempt to expedite this matter, the applicant further applies that an initial lease agreement be on a short-term basis until the process for a longer lease agreement has been approved.

YOURS FAITHFULLY,

J G VAN DER MERWE
MEMBER

<p>NOTES</p> <ol style="list-style-type: none"> 1. ALL DRAWINGS AND DIMENSIONS MUST BE CORRELATED. BEFORE ANY MATERIALS ARE ORDERED OR BUILDING WORK COMMENCES. 2. ANY DIFFERENCES MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY. 3. COPYRIGHT IS RESERVED ON ALL DRAWINGS AND DESIGNS. 	<p>SPECIFICATIONS</p> <ol style="list-style-type: none"> 1. FOUNDATIONS EXISTING 2. WALLS EXISTING 3. DAMP PROOF COURSE EXISTING 4. FLOORS EXISTING 5. TIMBER STRUCTURE Solid German BSH timber posts fixed to foundation walls with stainless steel brackets to engineer's specification. 6. DRYWALLS 9mm fibre-cement boards fixed to either side of 2x20mm timber frame with posts at max 600mm centres. All joints to be taped with 50mm mineral wool insulation between. 7. ROOFS Brimcom roof sheeting system with a b e index Uniquum P-Jam fully bonded to a b e 50mm multibond mechanically fastened with 80 mm dia washers at 5 fasteners/m². To 22mm 15G roofing boards, fixed to German BSH timber posts to engineer's specification. 8. CEILINGS: underside of timber roofing boards 9. FLASHINGS: Supertek waterproofing membrane system 	<p>CLIENT M HARTMANN MW 87 CC</p> <p>PROJECT SUBURB SWK, CBD</p> <p>ADDITIONS ERF NUMBERS ERF 313</p> <p>REVISIONS</p>	<p>CONSULTANTS</p> <p>STRUCTURAL ENGINEER</p> <p>OTHER ENGINEER</p> <p>QUANTITY SURVEYOR</p>	<p>ELECTRICAL LEGEND</p> <p>Light Distribution Board</p> <p>Switchgear</p> <p>Double Fluorescent Open Light</p>	<p>SANITARYWARE LEGEND</p> <p>INDUCTING CHAMBER WITH STEEL LINING</p> <p>INDUCTING CONNECTING TAP WITH LOCK</p> <p>STUDY COCK WITH WATER METER</p> <p>CAST IRON TRAPPED QUALITY REMOVABLE GRID</p> <p>FIRE EXTINGUISHER 2.5kg CO2</p>	<p>PLUMBING LEGEND</p> <p>Cold Water - NEW</p> <p>Hot Water - NEW</p> <p>Stormwater - NEW</p> <p>Wastewater - NEW</p> <p>Fire Water - NEW</p>	<p>KEY</p> <p>CEMENT BRICKS / BLOCKS</p> <p>CONCRETE</p> <p>DRYWALL</p>	<p>FINISHES</p> <p>WALLS: 15mm cement plaster, 10mm fibre cement plaster, paint system</p> <p>External: Wood treated finish, PVA, paint system</p> <p>FLOORS: Tiles with grout.</p> <p>CEILING: PVA paint system</p> <p>FLASHINGS: PVA paint system to match wall.</p>	<p>DRAWING</p> <p>PLANS</p> <p>CLIENT'S REF. SCALE 1:100</p> <p>DATE 20220425</p> <p>CHECKED ARCHT. BKA221002</p> <p>APPROVED DRAWN BKS</p> <p>DRAWING NUMBER BKA-22-10-02</p> <p>PRINTED</p>
<p>FLOOR PLAN</p>		<p>NORTH ELEVATION</p>		<p>SOUTH ELEVATION</p>					







ANNEXURE "B"

AERIAL PHOTO SHOWING THE REMAINDER OF ERF 313, SWAKOPMUND





MEMORANDUM

OFFICE OF ENGINEERING AND PLANNING SERVICES DEPARTMENT

To: General Manager: Corporate Services and Human Capital
(Acting)

From: General Manager: Engineering and Planning Services

Date: 5 October 2022

Reference: Erf 313, Swakopmund

Subject: APPLICATION TO RENT ERF 313, SWAKOPMUND (OLD
MTC TOWER)

Your memorandum dated 08 August 2022 bears reference.

There is no objection for the applicant to rent erf 313 Swakopmund (Old MTC Tower). It is advised that the walls that was constructed to protect the MTC tower will need to be demolished to open up space as well as to create safe parking.

The applicant will need to submit formal plans for approval before any demolish or construction work can commence.

Swakopmund Municipality

Regards

C. McClune Manager

GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES

ccm/ccm

11.1.9

UNIK CONSTRUCTION ENGINEERING NAMIBIA (PTY) LTD: RENEWAL OF LEASE PERIOD

(C/M 2024/11/28 - 13/3/1/5)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.9** page **102** refers.

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

The purpose of this submission is for Council to consider the extension of the lease period of Unik Construction Engineering Namibia (Pty) Ltd (referred to as UNIK) in terms of their application letter dated **17 August 2024 (Annexure "A")**.

The current lease period expires on **30 November 2024**. Due to the extension of their tender (RA/DC-CR/05-2015) to construct a further portion of the road towards Walvis Bay and the maintenance period of 1 year, they are applying for the renewal of the lease period for an additional period ending **31 October 2025**. The standard lease agreement provides for a notice period of 3 months should the tender be executed earlier.

The lease account is paid up to date, attached lease account statement and proof of payment of the lease.

Attachments:

Annexure "A"	:	<i>Letter received from Unik Construction Engineering Namibia (Pty) Ltd dated 17 August 2024.</i>
Annexure "B"	:	<i>Letter from Roads Authority dated 18 June 2024 addressed to SMEC Namibia (Pty) Ltd regarding the further budgetary provisions for the execution of the tender.</i>
Annexure "C"	:	<i>Letter from SMEC Namibia (Pty) Ltd dated 19 June 2024 addressed to UNIK informing them of the extension of the tender.</i>
Annexure "D"	:	<i>Current lease account dated 23 September and payment confirmation of the outstanding amount dated 01 October 2024.</i>

2. Brief Background

Various decisions were passed by Council in respect of the lease with UNIK and are chronologically summarized below for information:

2.1	Council of 30 Jun 2016, item 11.1.16	<i>The initial lease application was approved for a period of 36 months for the exclusive purpose of establishing a construction site to store equipment and establish a workshop necessary for the execution of their project for the construction of the Swakopmund-Walvis Bay Road.</i>
-----	--	--

2.2	Council of 31 May 2017 , under item 11.1.7	Council considered an application to allow staff members to reside at the campsite and decided to remain with its decisions passed on 30 June 2016 under item 11.1.16 and 31 August 2016 under item 11.1.9 not to allow staff members to reside at construction campsites. UNIK was given 30 days to evacuate their employees from the site camp.
2.3	Council of 31 Aug 2017 , item 11.1.24	Following an application from UNIK dated 11 July 2017 , Council approved that staff members may be accommodated on-site subject to an increased rental and various conditions. Council also approved that the rehabilitation deposit be increased from N\$100 000.00 to N\$250 000.00, meaning UNIK had to secure an additional N\$150 000.00.
2.4	Council of 31 May 2018 , item 11.1.5	Council repealed the requirement of the additional payment for the rehabilitation deposit. Roads Authority in their letter dated 05 March 2018 confirmed their responsibility for the satisfactory rehabilitation of the lease area in terms of the Environmental Management Plan which forms part of the Construction Contract Agreement Document with UNIK.
2.5	Council of 23 May 2019 item 11.1.18	Council approved the additional lease period subject to the same conditions approved previously. The approved period was from 01 July 2019 until 30 June 2022 .
2.6	Council of 29 September 2022 , item 11.1.4	Council approved the extension of the lease period ending 31 November 2024 on the same conditions approved previously by Council.

3. Rental

In terms of the current lease agreement the rental tariffs from 1 July 2022 comprised the following (15% VAT included):

3.1	<u>Temporary Construction Site</u>	:	N\$ 41 296.50
3.2	<u>6 x Accommodation Units</u>	:	N\$ 2 150.73

The rental tariffs are subject to an annual escalation of 7% from 1 July 2023.

Attached as **Annexure "D"** is the lease account and proof of payment of the outstanding amount.

4. Proposal

It is proposed that Council approves the application by letter dated **17 August 2024** from UNIK Construction Engineering Namibia (Pty) Ltd for an additional lease period commencing on **01 December 2024 and lapsing on 31 October 2025**, subject to the same lease conditions approved by Council on **30 June 2016**, item 11.1.16; **31 August 2017**, item 11.1.24, **31 May 2018**, item 11.1.5, **30 June 2016** under item 11.1.16, **23 May 2019**, item 11.1.18 and **29 September 2022**, item 11.1.4.

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

RECOMMENDED:

- (a) That Council takes note of the application dated 17 August 2024 by Unik Construction Engineering Namibia (Pty) Ltd for the renewal of the current lease period which will commence on 01 December 2024 and lapse on 31 October 2025.
- (b) That Council approves the application by Unik Construction Engineering Namibia (Pty) Ltd for an additional lease period commencing on 1 December 2024 until 31 October 2025, subject to the lease conditions approved by Council on:
- 30 June 2016, item 11.1.16;
 - 31 August 2017, item 11.1.24;
 - 31 May 2018, item 11.1.5;
 - 23 May 2019, item 11.1.18 and
 - 29 September 2022, item 11.1.4
- (c) That as per confirmation from the Finance Department (account dated 23 September 2024) the lease tariffs since 1 July 2024 are as follows:

(i)	<u>Temporary Construction Site</u>	:	N\$41 093.46 + N\$6 164.02 (15% VAT) = N\$47 257.48
(ii)	<u>6 x Accommodation Units</u>	:	N\$2 379.09 + N\$356.86 (15% VAT) = N\$2 735.95

- (d) That an application be submitted to the Ministry of Urban and Rural Development to continue with the extended lease period for Unik Construction Engineering Namibia (Pty) Ltd to lease the construction site.
-



J V



TELEPHONE +264 (61) 24-8638 FAX +264 (61) 25-1031 EMAIL info@unik-namibia.com
 31, Feld Street, Ausspannplatz, Windhoek, Namibia
 NAMIBIA

P O BOX 81779
 Windhoek,

Our Ref: 001/SW/17/08/2024

17 August 2024

THE CHIEF EXECUTIVE OFFICER
 MUNICIPALITY OF SWAKOPMUND
 PO BOX 53
 NAMIBIA

Dear Sir,

Subject: Tender no: RA/DC-CR/05-2015: CONSTRUCTION OF MR36 AND MR44 BETWEEN SWAKOPMUND AND WALVIS BAY TO FREEWAY STANDARDS.

Ref: Application for extension of the lease as a temporary campsite.

Unik Construction Engineering Namibia (LTD) PTY hereby applies for the current rental agreement to be extended due to the following reasons.

The Contractor was given an extension to the tender no: RA/DC-CR/05-2015 due to claims and weather delays till 17 October 2024. There is a maintenance period of 1 year which pushes the final completion date out to October 2025.

Furthermore, Unik has been instructed to construct a further portion towards Walvis Bay and an allocated budget for this work of N\$120,000,000 for the period 1 April 2024 to 1 April 2025 has been granted. Find attached letter from the Engineer and the Roads Authority confirming this.

Unik guarantees that all Conditions set out by the Municipality in your letter dated 7 September 2017 is in place and will be adhered to.

Your positive feedback will be greatly appreciated.

Yours Faithfully,

Clive Meyer

For Unik Construction Engineering Namibia (Pty) Ltd

UNIK CONSTRUCTION ENGINEERING NAMIBIA (PTY) LTD

+264 811 475 497



N0109-Ph1/375

19 June 2024

The Contractor's Representative
 UNIK/Thohi Joint Venture
 4 Esther Brand St
 Windhoek

Dear Mr C. Meyer ,

**RE: CONTRACT NO RA/DC-CR/05-2015, PHASE 1 EXTENSION, BETWEEN WALVIS BAY AND FARM 58:
 BUDGET CONFIRMATION FOR 2024/25 FINANCIAL YEAR**

We refer to the Employer's correspondence ref 2/1/7/3/MR44&36 dated 18 June 2024 (copy attached) confirming, in terms of Sub-Clause 2.4 [Employer's Financial Arrangement] of the Conditions of Contract, the budget allocation of N\$120,000,000.00 for the Works Contract for the 2024/25 Financial Year

The Engineer deems the 2024/25 budgeted amount (01 April 2024 to 31 March 2025) to be sufficient, considering your latest programme (revision-05, which is being reviewed by the Engineer at the time of this writing), the corresponding cash flow forecast, and the remaining scope of work.

Yours sincerely,

Jason Mashoshange
 Function Manager: Transport

Cc: Mr B Saanda, Project Control Engineer – Network Development Roads Authority
 Mr M Potgieter, Snr Resident Engineer SMEC Namibia

SMEC Namibia (Pty) Ltd
 54 Smean SHxungleni Street, Windhoek, Namibia
 (PO Box 45, 10005, Windhoek, Namibia)
 T +264 81 237 642 E namibia@smeccom

Directors: L. Sewharain* D. Kuni* N.J. Dongwi, HE Kink IM
 (* South Africa)
 Registration No: 90/4



Municipality of Swakopmund

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

UNIK CONSTRUCTION ENGINEERING NAM PTY LT P O BOX 81779 WINDHOEK 10005

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2024/09/23
Account Number	01000061810
Reference	20240924-1128
Deposit	47024.00

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
			08/21	BALANCE B/1700		0.00	99986.86	99986.86
			08/22	000005 P&K1700		0.00	49993.43	49993.43
			08/23	2024 TERS DISPOSITION CAT		4244.90	41093.46	41213.48
			09/23	ASSOCIATION INITI E		3362.86	2319.09	2055.95
Meter Readings Dates								
Previous	Current							
			Total			4520.88	93405.98	99986.86

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	0.00	0.00	49993.43	49993.43	99986.86

MESSAGE

PLEASE NOTE: THE ACCOUNTS ARE PAYABLE ON OR BEFORE 07 OCTOBER 2024 TO AVOID THE DISCONNECTION OF WATER SUPPLY.

Property Information				Details of Property Assessment	
Stand No.	00000000	Ward	1	Valuabon	
Township	001 001 DUMMY			Land	Improvements
Street Address	CAMP SITE			Building Clause	
Portion	00000			Valuation	Date
Area	1			Annual Levy	
Unit	001/001/00000000/00010/0000/01/00				

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2024/10/07
UNIK CONSTRUCTION E	Account No.	01000061810
REMITTANCE ADVICE	Amount	99986.86

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



NOTIFICATION OF PAYMENT

To Whom It May Concern

First National Bank Namibia hereby confirms that the following payment instruction has been received

Date Actioned	2024/10/01
Time Actioned	10:07:51
Trace ID	NAM02Y1RCPNB

Payer Details

Payment From	Unik Constructor Engineering Namibia
Curr/Amount	99,986.86

Payee Details

Recipient/Account No	603300
Name	MUNICIPALITY OF SWAK
Bank	First National Bank
BIC Code	FIRNNANX
Reference	01000061810
Reason for payment	Creditor Payment

END OF NOTIFICATION

To authenticate this Payment Notification, please visit the First National Bank of Namibia Limited website at: fnbnamibia.com.na, select the "Verify Payments" link and follow the on-screen instructions.

Our customer (the payer) has requested First National Bank of Namibia Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. First National Bank of Namibia Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

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11.1.10

PS HSE CONSULTING & TRADING CC: CURRENT STATUS ON DELAYS RE THE EXECUTION OF THE ESTATE OF THE DECEASED MEMBER

(C/M 2024/11/28 - Erf 8440, Erf 8441)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.10** page **109** refers.

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

The purpose of this submission is for Council to consider an application dated **21 August 2024 (Annexure "A")** and e-mail dated **03 October 2024 (Annexure "B")** received from PS HSE Consulting & Trading CC (hereinafter referred to as "PS HSE") with reference to the private treaty sale of Erven 8440 and 8441, Swakopmund.

Attachments:

Annexure "A"	:	Letter dated 21 August 2024 received from PS HSE.
Annexure "B"	:	E-mail dated 03 October 2024 received from PS HSE.
Annexure "C"	:	An e-mail dated 05 June executing the decision passed on 04 June 2024 .
Annexure "D"	:	An e-mail dated 04 July 2024 was received from PS HSE stating why they could not secure the purchase price by 04 July 2024 .
Annexure "E"	:	Council's letter dated 18 July 2024 in reply to the e-mail dated 04 July 2024 .
Annexure "F"	:	A Map indicating the location of the Subject Erven.

2. Background

2.1 On **25 March 2021** under item 11.1.4 Council approved the exchange of Erf 1152, Mondesa (belonging to PS HSE) with Erf 8442, Extension 31 (belonging to Council) in an attempt to accommodate informal traders on Erf 1152, Mondesa. The exchange transfer of these two erven is finalized.

On the same date, and as part of the transaction, Council approved the sale of Erven 8440 and 8441, Extension 31 on condition that PS HSE relinquishes a claim for an erf in Extension 13, Mondesa (Council's resolution passed on **30 July 2020** under item 11.1.4).

The securing of the purchase prices and transfer of ownership were delayed due to the unforeseen and untimely death of a member of the closed corporation on 21 April 2021. The finalization of the estate of the deceased member is entirely out of the control of either of the contracting parties and results in the impossibility of concluding the transfer.

2.2 With reference to the delays caused by the unfinalized estate of the late member of the close corporation, Council passed the following resolution on **04 June 2024** under item 11.1.22:

"(a) That Council takes note of the explanation by PS HSE Consulting and Trading CC in their letter dated 15 April 2024 regarding the challenges experienced with the surviving spouse of a member of the

close corporation which delays the securing of the purchase prices of Erven 8440 and 8441, Swakopmund.

- (b) That Council grants PS HSE Consulting and Trading CC an extension of time:
- (i) 30 days from the date of this Council resolution to secure the initial purchase prices and 15% VAT;
- (ii) and that PS HSE be granted the opportunity to settle the balance between the initial purchase prices and the increased purchase prices and 15% VAT separately within 90 days from the date of this Council resolution:

Erf Number	Initial Purchase Price	Increased by 5% of the Initial Purchase Price	15% VAT
8440	N\$222 144.00	N\$233 251.20	N\$34 987.68
8441	N\$325 728.00	N\$342 014.40	N\$51 302.16

- (c) That in respect of the application to stay the initial purchase prices, Council does not approve the request to remain with the initial purchase price, as it is a contractual condition in lieu of the usual penalty interest increasing daily until the date of transfer of ownership and also provides for the increase in value since the purchase prices were approved on 25 March 2021 (3 years ago).
- (d) That an addendum to the two sales agreements is compiled regarding points (a) and (b) above."

2.3 On **05 June 2024 (Annexure "C")** Ms P Gowases of PS HSE was informed of the above decision and requested to comply with the due dates in point (b) of the decision which were as follows:

- (i) Thursday, 04 July 2024; and
- (ii) Monday, 02 September 2024.

3. Current Situation

On **04 July 2024** an e-mail was received regarding the failure to comply with the point date (i) above (**Annexure "D"**) and an official letter dated **18 July 2024 (Annexure "E")** was issued requesting an official reply by Friday, **23 August 2024**.

A reply dated **21 August 2024 (Annexure "A")** was received requesting an extension until **30 November 2024**. It is stated that the delays in executing the estates are at the High Court.

Keeping in mind the annual closure of the Deeds Registry Office in December, the purchaser was requested to confirm whether the arrangements for the finalization of the estate of the deceased member are being concluded. PS HSE confirmed via e-mail dated **03 October 2024** that the conclusion is taking up a lot of time and it is more reasonable to propose a final due date of **31 January 2025** in order not to resubmit the matter to Council (**Annexure "B"**).

4. **Proposal**

As the sale of the two erven forms part of the transaction for the exchange of two erven, it is proposed not to cancel the transactions for the sale of Erven 8440 and 8441, Extension 31 to PS HSE.

It is proposed to remain with Council's decision passed on **04 June 2024** under item 11.1.22, but extend the due dates in points (b) (i) and (ii) to a reasonable date being **31 January 2025**, copy below for ease of reference:

"(b) That Council grants PS HSE Consulting and Trading CC an extension of time:

- (i) 30 days from the date of this Council resolution to secure the initial purchase prices and 15% VAT;*
- (ii) and that PS HSE be granted the opportunity to settle the balance between the initial purchase prices and the increased purchase prices and 15% VAT separately within 90 days from the date of this Council resolution:*

<i>Erf Number</i>	<i>Initial Purchase Price</i>	<i>Increased by 5% of the Initial Purchase Price</i>	<i>15% VAT</i>
8440	N\$222 144.00	N\$233 251.20	N\$34 987.68
8441	N\$325 728.00	N\$342 014.40	N\$51 302.16

The increased purchase prices are a contractual term under clause 3.4 of the agreements:

"3.4 In the event that the Purchaser fails to comply with the provisions of 3.3 above and the seller opts not to invoke its entitlement to cancel the sale summarily (on account of such failure), the purse consideration shall increase by 5% on 25 March 2024..."

It is further proposed that PS HSE be cautioned that Council cannot indefinitely postpone the due date and that financial arrangements must be made to secure the purchase prices and 15% VAT applicable to the two erven, notwithstanding the fact that transfer of ownership might only be possible at a later stage.

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

RECOMMENDED:

- (a) That as the sale of Erven 8440 and 8441, Extension 31 forms part of the transaction for the exchange of Erven 1152, Mondesa, and Erf 8442, Extension 31, it is proposed not to cancel the transactions for the sale of Erven 8440 and 8441, Extension 31 to PS HSE Consulting and Trading CC.**
- (b) That Council takes note of the correspondence dated 04 July, 21 August, and 03 October 2024 regarding the failure to secure payment in terms of Council's decision passed on 04 June 2024 under item 11.1.22, point (b) (i) and (ii) because of delays at the High Court in finalizing the estate of the deceased member of the close corporation.**

- (c) That Council remains with Council's decision passed on 04 June 2024 under item 11.1.22, but extend the due dates in points (b) (i) and (ii) to a reasonable date being 31 January 2025, copy below for ease of reference:

- (b) That Council grants PS HSE Consulting and Trading CC an extension of time:

- (i) 30 days from the date of this Council resolution to secure the initial purchase prices and 15% VAT;

- (ii) and that PS HSE be granted the opportunity to settle the balance between the initial purchase prices and the increased purchase prices and 15% VAT separately within 90 days from the date of this Council resolution:

Erf Number	Initial Purchase Price	Increased by 5% of the Initial Purchase Price	15% VAT
8440	N\$222 144.00	N\$233 251.20	N\$34 987.68
8441	N\$325 728.00	N\$342 014.40	N\$51 302.16

- (d) That Council takes note that the purchase prices above are a contractual term under clause 3.4 of the agreements:

"3.4 In the event that the Purchaser fails to comply with the provisions of 3.3 above and the seller opts not to invoke its entitlement to cancel the sale summarily (on account of such failure), the purse consideration shall increase by 5% on 25 March 2024..."

- (e) That PS HSE Consulting and Trading CC be cautioned that Council cannot indefinitely postpone the due date and that financial arrangements must be made to secure the purchase prices and 15% VAT applicable to the two erven on/before 31 January 2025, notwithstanding the fact that transfer of ownership might only be possible at a later stage.
-

ANNEXURE "A"
A LETTER DATED 21 AUGUST 2024 RECEIVED FROM PS HSE

 <p>PS HSE Consulting "Making HSE implementation EASY & PRACTICAL"</p>	 <p>PSHSE Consulting P O Box 8454 Swakopmund Steven Immanuel Street Mobile: +264 814363573 E-mail: admin@pshseconsulting.com Website: www.pshseconsulting.com</p>
--	--

The CEO
 Swakopmund Town Council
 Swakopmund Municipality
 P.O. Box 53
 Swakopmund

Date: 21 August 2024

Dear Sir

Re: Purchase of Erf 8440 & 8441 by PSHSE Consulting & Trading Enterprise cc

PS HSE Consulting & Trading enterprises CC acknowledges receipt of the letter dated 18 July 2024 **Re: Execution of Item 11.1.22 of Council's meeting held on 04 June 2024** and hereby our response to the inquiries raised by Council

1. We hereby confirm that the legal process of finalising the estate of the Late Ms Linda Garises by Dr Weder, Kauta & Hoveka Inc attorneys has not been completed. The delays are at the High Court where the Attorneys awaits for feedback. The Attorneys provided completion process date by 31 October 2024
2. The realistic date of payment for the erf's by PS HSE Consulting & Trading Enterprises cc at this stage is 30 November 2024.

PS HSE would like to assure council that we are hard at work in preparation for developments in this area. We have approached several businesses e.g. supermarkets, Doctors & Pharmacies, Service Station and other Retailers who are highly anticipating the completion of this development. As soon as these transactions are completed, development will start.

We highly appreciate your patience and understanding and especially the opportunities afforded to SME's to venture into such projects. We are eager to make our Council & community proud of this development.

Sincerely

Precious Minsozi Gowases



21/08/24

PS HSE Consulting & Trading cc
 P O Box 8454, Swakopmund
 Tell 0814363573

ANNEXURE "B"**AN E-MAIL DATED 03 OCTOBER 2024 RECEIVED FROM PS HSE**

FROM: GOWASES, PRECIOUS <PRECIOUS.GOWASES@NAVACHAB.COM.NA>
SENT: THURSDAY, OCTOBER 3, 2024 6:50 PM
TO: STEPHNY BRUWER <SBRUWER@SWKMUN.COM.NA>;
ADMIN@PSHSECONSULTING.COM; PHILLIP GOWASEB
<PHILLIP.GOWASEB@GMAIL.COM>; PS HSE CONSULTING
<PSHSECONSULTING@GMAIL.COM>
CC: ROCHELLE STRAUSS <STRAUSS.LITIGATION1@WKH-LAW.COM>; JEANNE LE ROUX
<JLEROUX@ENSAFRICA.COM>
SUBJECT: RE: REPLY DD 18 JULY 2024 TO PS HSE CONSULTING & TRADING CC - DELAYED
PAYMENT

GOOD DAY STEPH,

IF POSSIBLE, LET'S PUSH IT TO JANUARY 2025 CAUSE THE LAWYERS ARE EXTREMELY
SLOW.

THANK YOU.

PRECIOUS GOWASES
SAFETY SUPERINTENDENT



T. +264 64 555 2000
F. +264 64 550 231
E. PRECIOUS.GOWASES@NAVACHAB.COM.NA



Pursuing Operational Excellence Together

FROM: STEPHNY BRUWER <SBRUWER@SWKMUN.COM.NA>
SENT: WEDNESDAY, OCTOBER 2, 2024 11:54 AM
TO: GOWASES, PRECIOUS <PRECIOUS.GOWASES@NAVACHAB.COM.NA>;
ADMIN@PSHSECONSULTING.COM; PHILLIP GOWASEB
<PHILLIP.GOWASEB@GMAIL.COM>; PS HSE CONSULTING
<PSHSECONSULTING@GMAIL.COM>
CC: ROCHELLE STRAUSS <STRAUSS.LITIGATION1@WKH-LAW.COM>; JEANNE LE ROUX
<JLEROUX@ENSAFRICA.COM>
SUBJECT: RE: REPLY DD 18 JULY 2024 TO PS HSE CONSULTING & TRADING CC - DELAYED
PAYMENT

PLEASE CONFIRM WHETHER THERE IS ANY UPDATE SINCE THE COMMUNICATION
BELOW.
I AM FINALIZING THE SUBMISSION FOR INCLUSION IN THE NOVEMBER 2024 AGENDA.

THANK YOU

Stephny Bruwer
Corporate Officer: Property

Tel: +264 64 410 4212 **Email:** sbruwer@swkmun.com.na
Cell: +264 81 143 8762 **Address:** cnr Rakotoka Street & Daniel Kamho Avenue
Swakopmund, Erongo



swkmun@swkmun.com
www.swkmun.com

Erf 8440 and Erf 8441, Ext 31, Swk
Execution of Council's decision passed on 04 June 2024 under item 11.1.22

From: Stephny Bruwer
Sent: Wednesday, June 5, 2024 1:37 PM
To: 'Precious.Gowases@navachab.com.na' <Precious.Gowases@navachab.com.na>
Cc: Jeanne le Roux <jleroux@ensafrica.com>; 'strauss.litigation1@wkh-law.com' <strauss.litigation1@wkh-law.com>
Subject: Execution of Item 11.1.22 of Council's Meeting held on 04 June 2024

Good Afternoon Ms P Gowases

This e-mail serves to inform you of the decision made by Council with reference to your application dated **16 April 2024**.

Please note that your e-mail dated **27 May 2024** could not be included in the agenda of this item as the agenda already closed on Friday, **03 May 2024**.

Therefor, please address any further challenges (duly motivated) under cover of a separate letterhead of your close corporation. In general, Council passed a resolution not to consider any extensions of time to secure purchase prices.

Quoted below is the decision made last night, **04 June 2024** under item 11.1.22:

- "(a) That Council takes note of the explanation by PS HSE Consulting and Trading CC in their letter dated 15 April 2024 regarding the challenges experienced with the surviving spouse of a member of the close corporation which delays the securing of the purchase prices of Erven 8440 and 8441, Swakopmund.**
- (b) That Council grants PS HSE Consulting and Trading CC an extension of time:**
- (i) of 30 days from date of this Council resolution to secure the initial purchase prices and 15% VAT;**
- (ii) and that PS HSE be granted the opportunity to settle the balance between the initial purchase prices and the increased purchase prices and 15% VAT separately within 90 days from the date of this Council resolution:**

Erf Number	Initial Purchase Price	Increased by 5% of the Initial Purchase Price	15% VAT
8440	N\$222 144.00	N\$233 251.20	N\$34 987.68
8441	N\$325 728.00	N\$342 014.40	N\$51 302.16

- (c) That in respect of the application to stay the initial purchase prices, Council does not approve the request to remain with the initial purchase price, as it is a contractual condition in lieu of the usual penalty interest increasing daily until date of transfer of ownership and also provides for the increase in value since the purchase prices were approved on 25 March 2021 (3 years ago).**
- (d) That an addendum to the two sales agreements be compiled regarding points (a) and (b) above.**

Therefore, the due dates of point (b) are as follows:

- (i) Thursday, 04 July 2024
- (ii) Monday, 02 September 2024

As soon as the Minutes are finalized for execution, the above decision will be issued under cover of an official letterhead duly signed by the General Manager: Corporate Services & HC.

Kind regards

From: Gowases, Precious <Precious.Gowases@navachab.com.na>
Sent: Monday, May 27, 2024 12:35 PM
To: Stephny Bruwer <sbruwer@swkmun.com.na>
Cc: Andre Platjje <aplattje@swkmun.com.na>
Subject: RE: SWAKOPMUND MUNICIPAL COUNCIL // PS HSE CONSULTING AND TRADING ENTERPRISES.

Oh my goodness.....I spoke to our accountant he will speed up the process of changing the CC.

Will keep you updated.

Thank you.

Precious Gowases
ARGO Projects – Safety Supervisor



T. +264 64 555 2000
F. +264 64 550 231
E. precious.gowases@navachab.com.na

ANNEXURE "D"**E-MAIL DATED 04 JULY 2024 RECEIVED FROM PS HSE****Erf 8440 and Erf 8441, Extension 31, Swakopmund
Plea for Extension of Time**

From: Phillip Gowaseb <phillip.gowaseb@gmail.com>
Sent: Thursday, July 4, 2024 1:40 PM
To: Stephny Bruwer <sbruwer@swkmun.com.na>; jleroux@ensafrica.com; Andre Plaatjie <aplaatjie@swkmun.com.na>; PS HSE Consulting CC <admin@pshseconsulting.com>; precious@navachab.com.na
Subject: Fwd: FW: Execution of Item 11.1.22 of Council's Meeting held on 04 June 2024

Dear Stephny

We writing to you with a heavy heart regarding the impending revocation of the land due to non-payment on the specified due date. We understand that the municipality has its regulations and policies in place, but I urge you to consider the circumstances surrounding the delay in payment.

The delay in payment was not due to negligence or lack of responsibility. Unfortunately, we encountered unforeseen complications and financial difficulties due to our deceased partner's lawyers which has till today delay finalisation of her estate for us to have clear understanding to pave the way forward with clear mind as there are beneficiaries involved, so that we can gulph up future complications and have clear direction forward which has also impacted our ability to meet the payment deadline. We have been diligently working towards securing the necessary funds as remaining partners, and we are in active communication with FNB Bank to expedite the process.

Our commitment to fulfilling our obligations remains unwavering, and we are actively taking steps to rectify the situation. We kindly request your understanding and compassion during this challenging time. The land in question holds significant value for us, not just monetarily but also sentimentally.

We are willing to work closely with the municipality to establish a revised payment plan or explore alternative solutions that would allow us to retain ownership of the land. We value our relationship with the municipality and believe that together we can find a resolution that is mutually beneficial.

In conclusion, I humbly appeal to your sense of fairness and understanding. We are fully committed to resolving this matter promptly and ensuring that all outstanding dues are settled. Your cooperation and support in this matter would be greatly appreciated.

Thank you for considering our plea.

Regards
Phillip Gowaseb
Co-owner

ANNEXURE "E"
COUNCIL'S LETTER DATED 18 JULY 2024



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

Ref No: Erf 8440 and 8441, Swk

Enquiries: Ms S Bruwer

18 July 2024

PS HSE Consulting & Trading CC
Ms M P Gowases
P O Box 8454
SWAKOPMUND
13001

✉ admin@pshseconsulting.com
✉ precious@navachab.com.na
✉ phillip.gowaseb@gmail.com

Dear Madam

EXECUTION OF ITEM 11.1.22 OF COUNCIL'S MEETING HELD ON 04 JUNE 2024

The abovementioned refers.

I acknowledge receipt of the e-mail dated **04 July 2024** received from Mr Phillip Gowaseb regarding the failure to secure the purchase prices of Erven 8440 and 8441, Swakopmund by **04 June 2024** (being the due date approved by the subject resolution).

Although the content of your request is duly noted, these transactions are regulated by the agreements concluded. Council cannot indefinitely allow the delay of these transactions.

In order to submit a substantiated application to Council, please attend to the following:

1. confirm whether you resolved the issue as proposed in the e-mail dated **27 May 2024** by Ms Rochelle Strauss of Dr Weder, Kauta & Hoveka Inc (the estate attorney);
2. indicate whether deposits can be paid for both erven (keeping in mind that 15% VAT must be allocated on any payment). Please be reminded of the prices in terms of Council's latest decision (attached for ease of reference) and the payment of rates and taxes (clause 8);
3. provide a realistic timeline to conclude both transactions.

Please provide the above information on / before Friday, **23 August 2024**.

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

Yours faithfully


Mpsai Haingura
General Manager: Corporate Services & HR



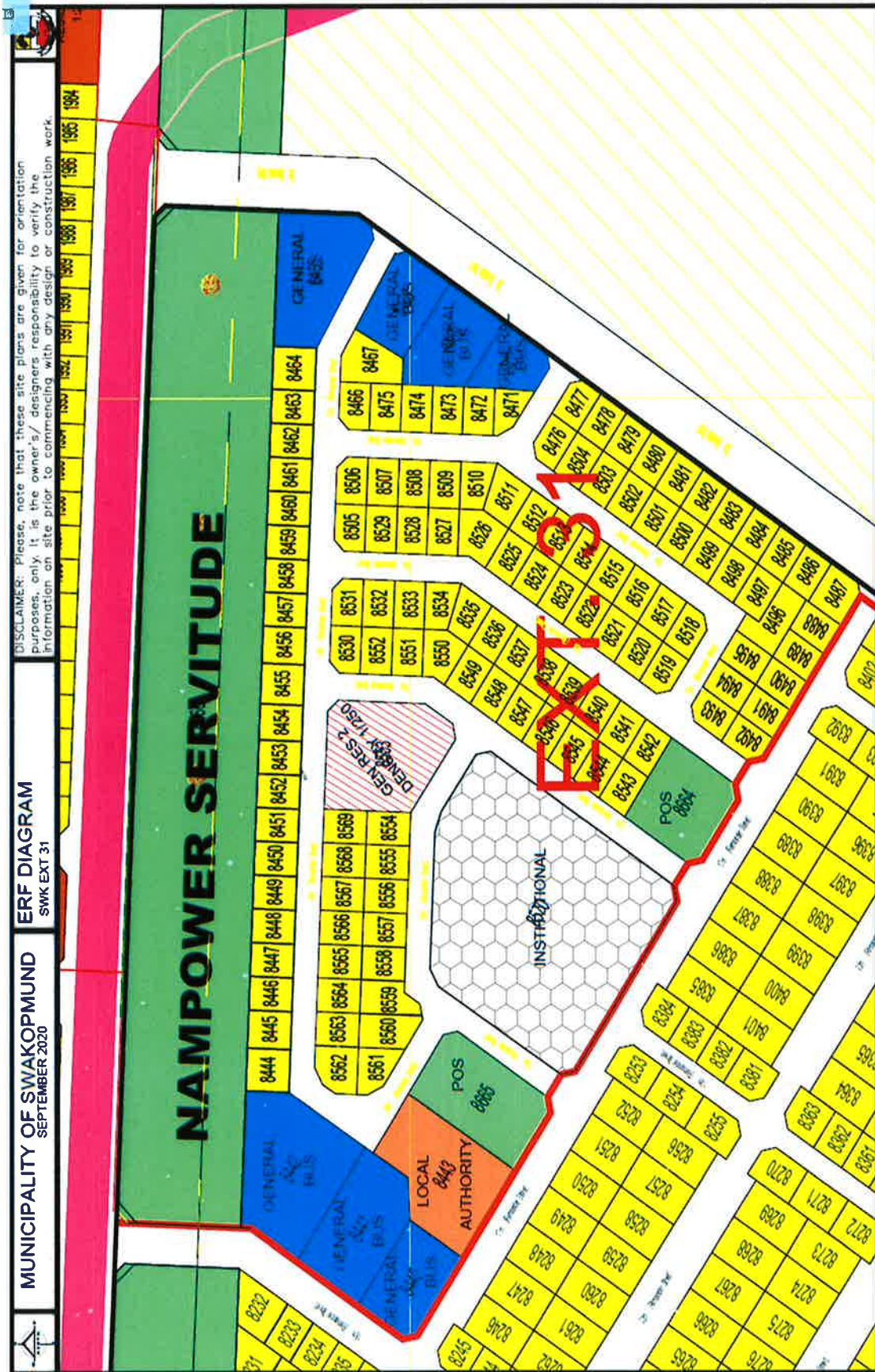
/sb

Copies: GM: Finance
Ms Rochelle Strauss (Dr Weder, Kauta & Hoveka inc - estate attorney)
Ms Jeanne Le Roux (EnsAfrica - conveyancing attorney)



ANNEXURE "F"

A MAP INDICATING THE LOCATION OF THE SUBJECT ERVEN



11.1.11 **DEMISHI - REQUEST TO LEASE LAND FOR THE INSTALLATION OF TELECOMMUNICATION TOWERS**

(C/M 2024/11/28 - 13/3/1/7; M 4653; E 5031; E 1248 M; E 7238 M)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.11** page **120** refers.

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

As per the **attached** letters dated **16 March 2021** and **12 August 2021 (Annexure "A")**, Demshi Investment Holdings (Pty) Ltd applied to lease 5 sites as per the attached maps (**Annexure "B"**).

A memo dated 03 June 2021 was submitted to Engineering and Planning Services Department to obtain comments to lease as per Council's standard conditions of BTS sites.

Attached as **Annexure "C"** is a memo from the Engineering and Planning Services Department, indicating the portions applied and related comments as per the table below:

Location	Erf Number	Erf Size	BTS Size	Tower Type
DRC	8664	1 739	100 m ²	Lattice 35 m ²
Tamariskia	1248	26 135	100 m ²	Lattice 35 m ²
Mondesa	4653	...	100 m ²	Lattice 35 m ²
Ocean View	5031	3 999	100 m ²	Lattice 35 m ²
Tulinawa	7238	1520	100 m ²	Lattice 35 m ²

The five areas identified by Demshi Investment Holdings (Pty) Ltd are all zoned as 'Public Open Spaces' and are indicated in **Annexure "B"**.

2. Latest Council Resolution Approving a Lease Site for a BTS

Council on **25 June 2020** under item 11.1.1 approved a new lease sites as follows:

- (a) That a portion of land measuring 8m x 8m located on Erf 1824, Matutura, zoned "Local Authority" be leased to PowerCom (Pty) Ltd.
- (b) That the application for a portion of land located on Re of Erf 4326, Mondesa be considered after the finalization of the draft layouts for the tennis, netball, and basketball courts.
- (c) That Messrs PowerCom (Pty) Ltd adheres to the following requirements:
 - A maximum height of 25m
 - Consent letter from the neighbors
 - Environmental Impact Assessment (EIA)
- (d) That the following standard lease conditions apply to the leasing of the lease portion in (a) above.
 - (i) Lease period of 5 years;

- (ii) That building plans of all proposed buildings must be submitted to the Engineering and Planning Services Department;
 - (iii) That the portion of land is leased on the explicit condition that the lessee indemnifies Council against any claim for damages resulting from its occupation by the lessee.
 - (iv) That the lease be at the current tariff of N\$40.75/m² per month with an annual escalation of 10% every July (the first being 1 July 2021).
- (e) That the Engineering & Planning Services Department provides a layout plan for the exact location on the identified erf to be used for the tower.
 - (f) That Messrs PowerCom (Pty) Ltd installs their electrical meter so that any expenses and costs generated be allocated to Messrs PowerCom (Pty) Ltd.
 - (g) That the proposed lease of the site be dealt with in terms of section 63 of the Local Authorities Act 23 of 1992, as amended.
 - (h) That Council's standard lease conditions be made applicable to the lease.
 - (i) That all costs relating to the lease, including, but not limited to advertising costs, be for the account of the lessee.
 - (j) That the following conditions be made applicable in addition to points (c) to (i) above to the lease:
 - (i) That Council will not reimburse PowerCom (Pty) Ltd for any costs relating to the installation or removal of its properties or any other expense incurred during or after the termination of the lease agreement.
 - (ii) That any damages that may be caused to the lease site be for the account of PowerCom (Pty) Ltd and shall be repaired at their cost and on demand.
 - (iii) That PowerCom (Pty) Ltd will be responsible for the proper maintenance of the equipment and should such equipment not be well maintained and thus rust and become unsightly, the lease be canceled and equipment removed at the cost of the lessee.

3. **Tower Height**

Council entered into various lease agreements with other telecommunication companies for the leasing of land for the hosting of Base Transceiver Sites (BTS).

These sites host the towers that the telecommunications provider needs to transmit its digital signals. For the erection of BTS towers in town Council normally allows palm-tree-type towers to have a maximum height of 25m. An exception is the lattice-type towers that are situated on Erf 507, Tamariskia which exceeds this height.

A letter dated **08 September 2021** was received from Messrs Demshi Investment Holdings (Pty) Ltd indicating the type and length needed for their towers (**Annexure "D"**). The type of tower chosen is the lattice tower of 35 meters of each site. In the same letter, Messrs Demshi Investment Holdings (Pty) Ltd indicated that they wish to sublease all the towers applied for.

4. **Lease Tariff and Period**

Council further approved a standard rental per square meter for BTS sites which currently amounts to N\$ 39.64m² per month with an annual escalation of 7% every July (first being 1 July 2022) and a standard lease period of 5 years. The lease period will commence after the lessee complies with point (c) below and the successful publication in terms of point (g) below.

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

RECOMMENDED:

- (a) That the following portions of land measuring as indicated in the table below, zoned "Public Open Space" be leased to Demshi Investment Holdings (Pty) Ltd:

Location	Erf Number	Erf Size	BTS Size	Tower Type
DRC	8664	1 739	100 m²	Lattice 35 m²
Tamariskia	1248	26 135	100 m²	Lattice 35 m²
Mondesa	4653	...	100 m²	Lattice 35 m²
Ocean View	5031	3 999	100 m²	Lattice 35 m²
Tulinawa	7238	1520	100 m²	Lattice 35 m²

- (b) That Demshi Investment Holdings (Pty) Ltd be given a conditional approval subject to Messrs Demshi Investment Holdings (Pty)Ltd settling its arrears on the services account.
- (c) That Demshi Investment Holdings (Pty) Ltd adheres to the following requirements:
- **A maximum height of 35m**
 - **Consent letter from the neighbors**
 - **Environmental Impact Assessment (EIA)**
- (d) That the following standard lease conditions apply to the leasing of the lease portion in (a) above.
- (i) **Lease period of 5 years;**
 - (ii) **That building plans of all proposed buildings must be submitted to the Engineering and Planning Services Department;**
 - (iii) **That the portion of land is leased on the explicit condition that the lessee indemnifies Council against any claim for damages resulting from its occupation by the lessee.**
 - (iv) **That the lease be at the current tariff of N\$ 39.64m² per month with an annual escalation of 7% every July (first being 1 July 2022).**
- (e) That permission is granted to **Demshi Investment Holdings (Pty) Ltd** to sublease the sites applied for as it forms part of their business model.

- (f) **That the Engineering & Planning Services Department provides a layout plan for the exact location on the identified erf to be used for the tower.**
 - (g) **That Messrs Demshi Investment Holdings (Pty) Ltd installs their own electrical meter so that any expenses and costs generated be allocated to Messrs Demshi Investment Holdings (Pty) Ltd.**
 - (h) **That the proposed lease of the site be dealt with in terms of section 63 of the Local Authorities Act 23 of 1992, as amended.**
 - (i) **That Council's standard lease conditions be made applicable to the lease.**
 - (j) **That all costs relating to the lease, including, but not limited to advertising costs, be for the account of the lessee.**
 - (k) **That the following conditions be made applicable in addition to points (c) to (i) above to the lease:**
 - (i) ***That Council will not reimburse Demshi Investment Holdings (Pty) Ltd for any costs relating to the installation or removal of its properties or any other expense incurred during or after the termination of the lease agreement.***
 - (ii) ***That any damages that may be caused to the lease site be for the account of Demshi Investment Holdings (Pty) Ltd and shall be repaired at their cost and on demand.***
 - (iii) ***That Demshi Investment Holdings (Pty) Ltd be responsible for the proper maintenance of the equipment, failure to maintain the water tower and equipment on a structural and aesthetic level satisfactory to the General Manager: Engineering and Planning Services will result in the cancellation of the lease and the removal of the leased equipment at the cost of the lessee.***
-



M. Mdeves
For submission ✓
April 2021
 08 March 2021
[Signature]
 12/03/21

Municipality of Swakopmund
 Office of the Chief Executive Officer
 P.O Box 53
 Tel: 064 4104517



Dear Mr. A Benjamin (CEO)

REQUEST TO LEASE LAND FOR INSTALLATION OF TELECOMMUNICATIONS TOWERS IN VARIOUS AREAS IN SWAKOPMUND

Reference is made to the above subject matter.

Demshi Investment Holdings (Pty) Ltd is a licensed telecommunication company in Namibia, licensed by the Communications Regulatory Authority of Namibia (CRAN). Demshi Investment Holdings license allows it to provide mobile telecommunication services and installation of network infrastructure.

Recently, Demshi Investment Holdings in partnership with Paratus Namibia and Telecom Namibia held a progress event in Swakopmund for the Google Equiano undersea cable landing station. The Equiano Undersea Cable will allow Demshi Investment Holdings to provide international data capacity of up to 1.4 terabits, which is sufficient to provide adequate internet for the rest of Southern Africa.

In furtherance of our vision to provide complete telecommunication services, Demshi Investment Holdings has made a strategic decision to deploy telecommunications towers across various towns in Namibia in line with the Government objectives to have Namibia fully connected.

We thus wish to install in our first phase, five (5) telecommunications towers in Swakopmund in the following identified areas:





Demshi Investment Holdings (Pty) Ltd

1. Tulinawa area, Grootfontein street next to Erongo Red Distribution kiosk
2. DRC (Ashipala Tobias street) next to the Erongo Red Distribution kiosk
3. Mondesa (Cnr of Nelson Mandela Ave and 3rd Street)
4. Ocean View (Cnr of Kiaat & Tsaveite street) opposite the cable landing station
5. Matutura (Cnr of Reguit Street & Henties Bay Road) opposite the Nampower Substation.

The average size of the erven requested for each site is 100 (one hundred) square meters.

We would be most pleased to come and present to your technical team the exact locations with co-ordinates and erven numbers and the technical specification of the towers to be installed at each site and preferably do a site visit with your technical engineering team.

We hope to hear from your office very soon.

Kind regards,



Werner Shilunga

Director

0815640084

sites per memo of fig services accepted - 10m x



12 August 2021

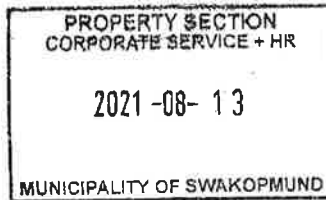
Municipality of Swakopmund

Office of the Chief Executive Officer

P.O Box 53

Tel: 064 4104517

Dear Mr. A Benjamin (CEO)



REQUEST TO LEASE LAND FOR INSTALLATION OF TELECOMMUNICATIONS TOWERS IN VARIOUS AREAS IN SWAKOPMUND

Reference is made to the above subject matter and to our submission dated 12 march 2021 of similar subject matter.

Following your assessment of our application and the sites proposed in your communication, we advises the Municipality to consider the following sites:

Mondesa	Erf 4653
Ocean View	Erf 5031
Matutura	Erf 1248
Tulinawa	Erf 7238
DRC	Erf 8664



We look forward to working with the Municipality of Swakopmund in its socio-economic developmental agendas and more specifically in turning Swakopmund into a digitally connected town.

We hope to hear from your office very soon.

Kind regards



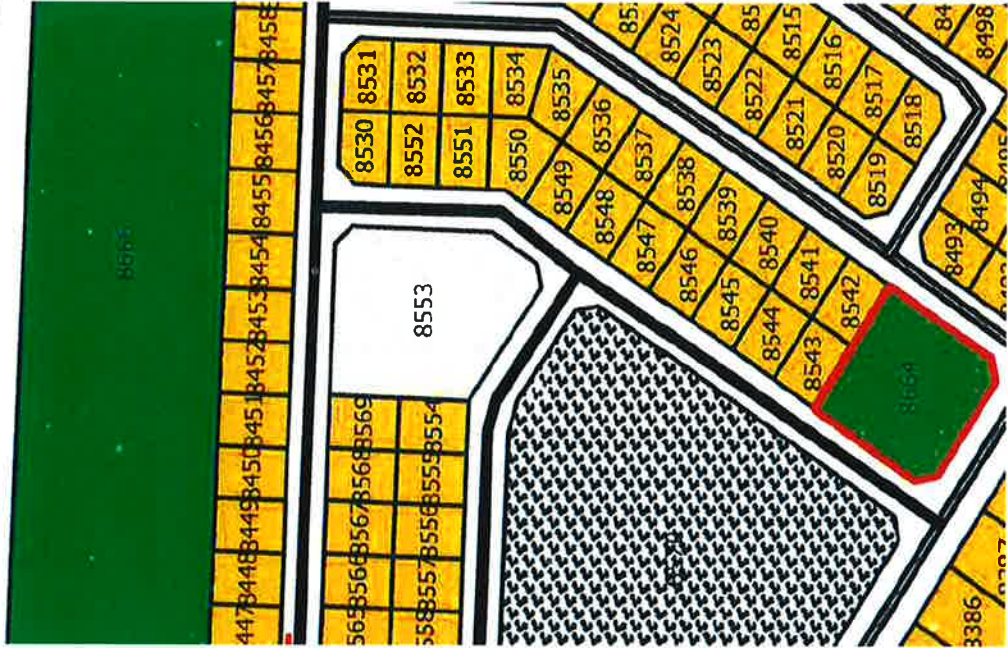
Werner Shilunga

Director

werner@demshiinvest.com

0815640084

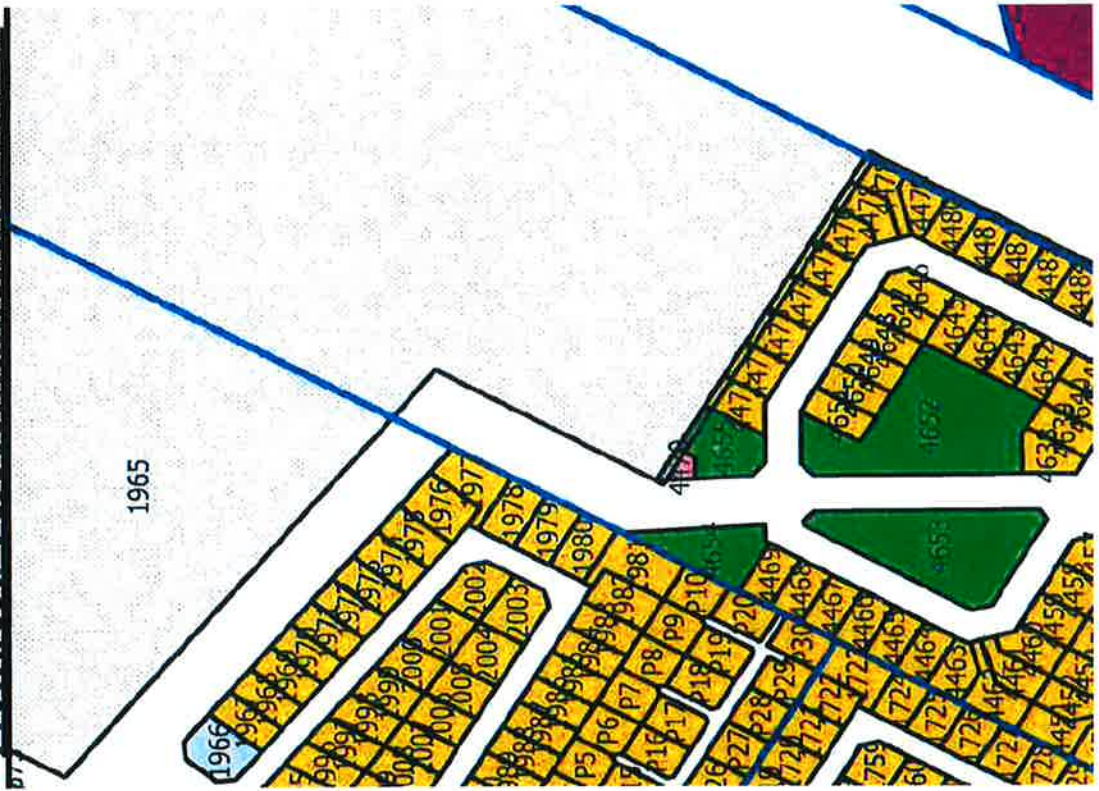
DRC Telecommunication Tower



Matutura Telecommunication Tower



Mondesa Telecommunication Tower



Ocean View Telecommunication Tower



Tulinawa Telecommunication Tower





MEMORANDUM

OFFICE OF ENGINEERING AND PLANNING SERVICES DEPARTMENT

To: General Manager: Corporate Services and Human Capital (Acting)

From: General Manager: Engineering and Planning Services

Date: 12 July 2021

Reference: 13/3/17

Subject: **REQUEST TO LEASE LAND FOR INSTALLATION OF TELECOMMUNICATIONS TOWERS IN VARIOUS AREAS IN SWAKOPMUND**

Your memo of the same subject matter and dated 03 June 2021 bears reference.

We have assessed the request and found several of the coordinates that was supplied by the applicant did not fall on a proper constituted location where a telecommunications tower can be erected. We however identified the closes Public Open Space which can be considered as possible locations by the applicant to erect the telecommunications towers.

The table below as well as the attachments will illustrate the possible sites

Location	Public Open Space
DRC	Erf 8665 / 8664, but not 8666 as this is a Nampower servitude
Matutura	Erf 1248
Mondesa	Erf 4654 / 4655 / 4653 / 4652 (Elize Investment Development, Ext. 12)
Ocean View	Erf 5030 / 5031
Tulinawa	Erf 7238



→ (O/F)



08 September 2021

Municipality Swakopmund

Cnr. Rakotoka & Daniel Kamho Avenue

Swakopmund

Erongo

Dear Ndiili Gustaf (Property Officer)

Inre: Subletting (Application for Five Sites in Swakopmund to install Telecommunication Towers)

Kindly find below as per your request.

Location	Erf Number	Erf Size	BTS Size	Model	Tower Type
DRC	8664	1 739	100m2	Lease	Lattice 35m
Tamariskia	1248	26 135	100m2	Lease	Lattice 35m
Mondesa	4653		100m2	Lease	Lattice 35m
Ocean View	5031	3 999	100m2	lease	Lattice 35m
Tulinawa	7238	1 520	100m2	Lease	Lattice 35m

We are open to either lease of the land or purchasing of the land, we will be guided by the Municipality as to which option the Municipality prefers.

As far the towers are concerned, our preferred option is the lattice 35m towers. The Lattice towers allows us to collocate at least four (4) other operators on the tower. However again, we are at the mercy of the Municipality and will be guided by the Municipality as to which type of tower must be install at each specific area.

kind regards

 Werner Shilunga
 Director

- 11.1.12 **40/40 (CREDIT-LINK) HOUSING PROJECT: SALE OF ERF 1399, MATUTURA, EXTENSION 7 BY EMBAMBA INVESTMENT CC TO A FIRST TIME PROPERTY OWNER**
(C/M 2024/11/28 - E 1399 M)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.12** page **132** refers.

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

1. **INTRODUCTION**

The purpose of this submission is to request permission to deviate from Council's condition in respect of the sale of credit-link houses, for the sale of Erf 1399, Matutura, Extension 7 by Embamba Investment CC (map attached as **Annexure "A"**) to a first-time property owner beneficiary even though they do not appear on the Master Waiting List.

2. **BACKGROUND**

Allocation of erven under the 40/40 (credit-link) is set for the following criteria:

- *The applicant should have applied between the years 2010 to 2013.*
- *The applicant should have a monthly income of N\$ 10,000.00 and above or proof of funds to afford the house (e.g. proof of funds in a trust account).*
- *The applicant should be a first-time property owner.*

During **2019**, Erf 1399, Matutura, Ext.7 was allocated to Embamba Investment CC, under the 40/40 (credit-link) Housing Project, to build a house for an approved beneficiary on the Master Waiting List.

On **06 October 2019**, Erf 1399, Matutura was initially donated to Mr and Ms Van Wyk. The Deed of Donation is on file for record. The construction began before the property could be transferred to Mr and Ms Van Wyk and only a foundation has been constructed based on the building plan of Embamba Investment CC. Mr. and Ms. Van Wyk failed to obtain a home loan from their financial institution even after being given 45 45-day extension, whereafter the transaction was cancelled.

3. **CURRENT SITUATION**

In **2019**, Embamba Investment CC proceeded to construct a house without an approved client, and construction had to be placed on hold as it could only commence upon the transfer of the property to the new beneficiary (images attached as **Annexure "B"**). During the early months of 2024, a total of 30 applicants (**Annexure "C"**) on the Master Waiting List were contacted and declined upon seeing the foundation, and/or applicants failed to submit their pre-approvals on time.

On **01 March 2024**, Erf 1399, Matutura was allocated to Mr Ndjambula who later requested to be allocated another vacant erf due to conflict and an irreconcilable relationship between himself and Embamba Investment CC. The Deed of Donation is on file for record.

4. **DISCUSSION AND SIMILAR COUNCIL/MANAGEMENT COMMITTEE RESOLUTIONS**

At the Special Management Committee meeting of **03 September 2024**, a similar case was approved allowing a contractor to sell a house under the

40/40 housing project to a third party. The house on Erf 1320, Matutura, Extension 7 was constructed under similar conditions as discussed above and is 80% completed.

On **03 September 2024**, the Special Management Committee passed the following decision under item 5.3 with reference that Hydraform Interlocking Solutions sell Erf 1320, Matutura to a third party who is not required to be on the Master Waiting List:

- (a) That Council approves the deviation from its condition of sale in respect of the 40/40 project for the sale of Erf 1320, Matutura, Extension 7 developed by Hydraform Interlocking Solution CC to a first-time property owner and even though they are not on the Master Waiting List.
- (b) That the Engineering and Planning Services Department inspects the house to confirm if the house is sound, and that the building quality is acceptable.
- (c) That if the contractor agrees, Council appoints a valuator to determine a fair price at the cost of the contractor.
- (d) That an agreement be entered into with the contractor to provide interested purchasers to submit a pre-approval from a registered financial institution with a qualifying amount equivalent to or more than the purchase price.
- (e) That Erf 1320, Matutura falls outside the bracket of low-cost housing and will require to be advertised in accordance with section 63(2) of the Local Authorities Act, Act 23 of 1992, as amended, at the cost of Hydraform Interlocking Solutions.
- (f) That the purchaser takes note that the house on Erf 1320, Matutura, Ext. 7 is incomplete.
- (g) That Council is not liable for the improvements of the house constructed on Erf 1320, Matutura, and that it be sold voetstoots (as is)."

This is another example of the difficulties experienced with the administration of the 40/40 housing project. It is a very cumbersome process to find a successful beneficiary since the transaction started in **2019** and 5 years later it is still a challenge to find a qualifying beneficiary. When an erf is allocated to a beneficiary on the Master Waiting List, they are given 45 days to submit proof of an approved home loan which is a lengthy process. After the lapsing of the 45 days lapse and the beneficiary does not qualify or submit pre-approval, then the process needs to start again.

5. **LEGAL CHALLENGES**

The result presents several legal challenges, due to the difficulties created by the common law. Maxim "*superficies cedit solo*". Meaning the surface fields to the ground. This common law principle means that any structure or thing planted in the ground becomes part of it and ownership follows ownership of the land. The house has been built on Council property by a contractor who did not have an agreement with Council to build on its land. If Council sells the house, the contractor may have an enrichment claim against Council for the cost incurred in building the house.

The contractor may not sell the property, because the land does not belong to them. Engineering and Planning Services Department should conduct an evaluation to determine the safety of the foundation along with the contractor. Furthermore, a valuation must be obtained through an independent valuator, and Council can agree with the contractor on a selling price.

6. **PROPOSAL**

Since the value of the property has not been determined, it is recommended that a valuer be appointed to determine the purchase price, and Erf 1399, Matutura be sold voetstoots "as is".

After the valuation has been conducted, the value of the land be paid to Council to reinvest in the development of low-cost housing programmes.

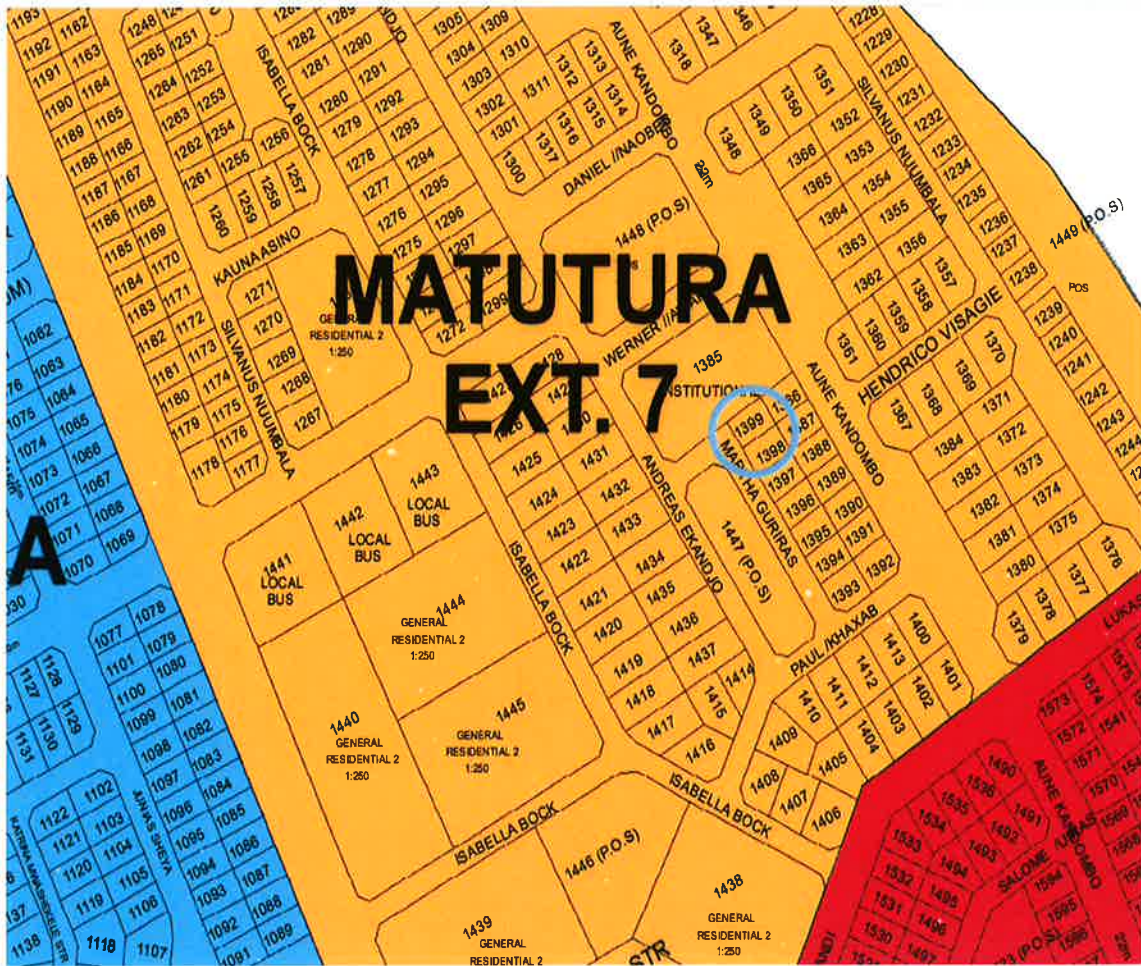
This now becomes a sale transaction. It is proposed that Council approves to sell Erf 1399, Matutura, Ext. 7 to a beneficiary who is a first-time homeowner even though they are not on the Master Waiting List and that this sale should not be used as a determining factor for future applications. The potential purchaser should be a resident of Swakopmund.

Upon confirmation of the safety of the foundation by the Engineering and Planning Services Department and the contractor agrees to the price determined by the valuator, the interested purchasers should submit a pre-approval from a registered financial institution with a qualifying amount equivalent to the determined property value to the Housing Section.

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

RECOMMENDED:

- (a) **That Council takes note that Erf 1399, Matutura, Extension 7 is part of the 40/40 housing project and was allocated to Embamba Investment CC to construct a house for an applicant on the Master Waiting List as per the project criteria.**
 - (b) **That Council takes note that Embamba Investment CC has constructed a foundation while the property has not been transferred and there has been no prospective buyer from the Master Waiting List since 2019.**
 - (c) **That Council approves the deviation from its condition of sale in respect of the 40/40 project for the sale of Erf 1399, Matutura, Extension 7 developed by Embamba Investment CC to a first-time homeowner even though they are not on the Master Waiting List.**
 - (d) **That the Engineering and Planning Services Department inspects the site to determine whether the foundation is safe for construction.**
 - (e) **That Council requests its valuator to determine the market price of the property at the cost of the contractor.**
 - (f) **That the contractor provides an interested purchaser who is a first-time property owner and a resident of Swakopmund to submit a pre-approval from a registered financial institution with a qualifying amount equivalent to or more than the purchase price.**
 - (g) **That after the valuation is obtained, the property be advertised in accordance with section 63(2) of the Local Authorities Act, Act 23 of 1992, as amended, at the cost of Embamba Investment CC.**
 - (h) **That Embamba Investment CC be responsible for paying the current value of the land to Council to reinvest in the development of low-cost housing programmes.**
 - (i) **That the purchaser takes note that there is a foundation on Erf 1399, Matutura, Extension 7.**
 - (j) **That Council is not liable for the improvements of the house constructed on Erf 1399, Matutura, and that it be sold voetstoots (as is).**
-



ANNEXURE "B"







Eif 1397, Hodiwio : Aa Eif with a foundation.

LET NO.	SURNAME	NAME	CONFIRMATION NUMBER	STATUS	CONTACT DETAILS	PHONE	APPLICANT ID	APPLICANT ID PART	REMARKS	COMMENT
1	3868	Gurebo	7812110693	Male	857013675	NAD 12 323 26	37	1331	20100507	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but number does not exist
2	3869	Likaua	8196131942	Male	813914874	NAD 10 707 47	37	1604	20100507	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but number does not exist
3	3901	Kabingo	7402280055	Female	81298867	NAD 10 801 29	37	1634	20100511	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but declined
4	3865	Kanaso	7956200491	Female	81568917	NAD 14 229 64	37	1613	20100511	E 238
5	3868	Nangoo	8056241067	Female	0817363964081708651	NAD 13 169 41	37	1601	20100511	Number not available Called on 27 Oct 2023 for Eif 1399 Matulana, not desired
6	3829	Soni	8002110981	Female	81223851	NAD 34 182 86	37	1674	20100511	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but not answering
7	3811	rouched	8656200037	Male	813655100	NAD 22 869 00	37	1702	20100512	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but declined
8	3854	leka	79598810137	Female	812273031	NAD 12 837 50	37	1646	20100512	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but declined
9	3858	Ketoro	82321010481	Male	812274902	NAD 13 778 84	37	1671	20100512	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but declined
10	3858	Kurehla	8107176246	Male	81217284	NAD 13 261 28	37	1779	20100514	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but not answering
11	3861	Nyehichange	84111310037	Male	81312959	NAD 17 447 94	37	1744	20100514	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but declined
12	3867	Sweuda	81022418277	Male	81215191	NAD 18 038 29	37	1710	20100514	Subsidiary worker NOT CALLED
13	3889	Kupo	77110100124	Female	54334644304115	NAD 27 710 50	37	1779	20100517	E 235
14	3902	Tameyelupata	8201910407	Female	08210083081827650	NAD 16 446 08	37	1774	20100518	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but declined
15	3719	Gowobes	8712150277	Female	812101487	NAD 11 115 27	37	1601	20100518	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but declined
16	3732	Hupunda	78010110167	Male	812309142	NAD 20 780 00	37	1607	20100518	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but declined
17	3747	Minda	8689800217	Female	813381371	NAD 14 513 79	37	1668	20100518	not assessed Called on 27 Oct 2023 for Eif 1399 Matulana, but declined
18	3758	Gartesi	8500051922	Female	0813038750812489110	NAD 16 301 17	37	1640	20100519	not assessed Called on 28 Oct 2023 for Eif 1399 Matulana, but declined
19	3794	Shalongo	84012110138	Female	818136605	NAD 10 408 00	37	1646	20100519	not assessed Called on 28 Oct 2023 for Eif 1399 Matulana, but declined
20	3722	Shobho	79833013119	Female	0857788630817740530818070576	NAD 22 266 41	37	1607	20100519	not assessed Called on 28 Oct 2023 for Eif 1399 Matulana, but declined
21	3764	Ekando	71072000419	Male	81227456	NAD 12 000 00	37	1604	20100520	not assessed Called on 28 Oct 2023 for Eif 1399 Matulana, but declined
22	3798	Kembo	7495600133	Female	817903420	NAD 19 859 00	37	1666	20100520	not assessed Called on 28 Oct 2023 for Eif 1399 Matulana, but declined
23	3801	Kaurage	7804000391	Female	812330188	NAD 18 681 16	37	1666	20100520	not assessed Called on 28 Oct 2023 for Eif 1399 Matulana, but declined
24	3793	Kameedi	8504800197	Male	812566347	NAD 11 301 00	37	1646	20100520	not assessed Called on 28 Oct 2023 for Eif 1399 Matulana, but declined
25	3793	Namwabo	71051300012	Male	815201271081356576	NAD 10 514 00	37	1603	20100520	not assessed Called on 28 Oct 2023 for Eif 1399 Matulana, but declined
26	3808	Tonaz	8600800131	Male	812499453	NAD 21 647 00	37	1704	20100521	not assessed Called on 28 Oct 2023 for Eif 1399 Matulana, but declined
27	3831	Wipeno	7701070069	Male	812681624	NAD 08 228 09	37	1633	20100521	not assessed Called on 28 Oct 2023 for Eif 1399 Matulana, but declined
28	3864	Nehali	86272410248	Female	812577366	NAD 15 483 00	37	1601	20100524	Number not available Called on 28 Oct 2023 for Eif 1399 Matulana, but declined
29	3867	hangupa	7507300277	Female	812681624	NAD 12 488 80	37	1666	20100526	not assessed Called on 28 Oct 2023 for Eif 1399 Matulana, but declined
30	3888	Hemngoo	79598100273	Male	812090087	NAD 14 482 09	37	1601	20100526	not assessed Called on 28 Oct 2023 for Eif 1399 Matulana, but declined

11.1.13

GHERON BUILDING CONSTRUCTION (PTY) LTD: CURRENT STATUS

(C/M 2024/11/28 - 16/1/4/2/1/14)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum 7.13 page 140 refers.

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

1. **INTRODUCTION**

The purpose of this submission is for Council to consider the following with regard to the developer of Extension 38, Gheron Building Construction (Pty) Ltd (hereinafter "Gheron"), to:

- 1.1 To put Gheron on terms due to non-compliance with Clauses 3.1.4, 3.15 and 5.8.5;
- 1.2 Permit Gheron to replace Königstein Capital as a 51% shareholder of Gheron with Luxury Investment 111 (Pty) Ltd; and
- 1.3 Take note that the settlement/occupation of shacks on Extension 38 poses risks to financiers to finance the development project and thereby causes challenges to Gheron to secure a financier.

Following a meeting held on Friday, **18 October 2024** between the General Manager: Corporate Services & Human Capital and the shareholders of Gheron, the attached letter of the same date was received (**Annexure "A"**).

Instead of being attached as annexures, some clauses and resolutions are quoted for ease of reference.

2. **Background**

2.1 **Decision made on 27 July 2023**

On **27 July 2023**, Council passed the following resolution under item 11.1.9:

"(a) That the following developers:

- Gheron Building Construction (Pty) Ltd
- Tapaya Investment Holding (Pty) Ltd
- Matsi Investment (Pty) Ltd
- Reviving Property Solutions (Pty) Ltd

be referred to Nedbank or a registered financial institution for assessment for possible project finance and be granted time until 29 September 2023 to comply with clause 3.1.4 of the development agreement, i.e. to provide proof that a registered financial institution has committed to finance the full project cost and that they can provide between 20% - 30% of the equity requested and the sales to cover the 70% - 80% funding by a registered financial institution

(b) That a report on the performance of the developers under point (a) above be submitted to Council after the due date of 29 September 2023 for further consideration.

(c) That for economic empowerment purposes the contractors be kept on Council database and be referred to other potential private investors/developers for sub-contracting".

On **09 August 2023**, the four private developers (in point (a)) above were informed of the above decision and that the addenda would be forwarded to them for signing.

The extension of time is regulated in terms of Clause 10.2 which states that any extension of time (among others) shall not be binding unless recorded in a written document and signed by the parties (Clause 10.2 is attached as **Annexure "B"** for ease of reference).

2.2 Signing of the Addendum to the Development Agreement

Attached as **Annexure "C"** is Clause 3 which must be complied with prior to the commencement of any other timelines regulating obligations running from the lapsing date from compliance.

Special reference is made to Clause 3.1.4 dealing with securing satisfactory and adequate proof of funding for the successful completion of the development.

On **17 August 2023**, the addenda was forwarded to the respective private developers for signing thereby extending the date to submit proof of financing (Clause 3.1.4) until **29 September 2023**. Subsequent compliance dates are accordingly also extended.

Gheron signed the addendum (attached as **Annexure "D"**). Although Gheron secured Ariya Bridge Capital (ABC) as financier at the time in terms of a letter dated **27 October 2021** (compliance with Clause 3.1.4). On **27 January 2022** under item 11.1.38, Council took note that Gheron provided confirmation from Ariya Bridge Capital (ABC) for funding purposes.

On **13 September 2023**, a meeting was held with Mr. R H Gouws and Mr. P Thys of Gheron and 2 representatives of Königstein Capital. Gheron submitted a letter dated **22 September 2023** in Königstein confirmed that they intend to conditionally fund the project (their letter is dated **25 September 2023**).

Compliance with clause 3.1.4 was submitted to Council on **12 December 2024** to consider the conditions requested by Königstein Capital and to allow Königstein Capital as a financier and 51% shareholding in Gheron.

Another effect of the signed addendum to the development agreement is that the due date to comply with clause 5.8.5 was extended from **29 September 2023** to 330 days, i.e. until **24 August 2024**.

Clause 5.8.5 is quoted for ease of reference:

5.8.5 that the Developer completes the Development within the following time frames:

- 5.8.5.1 the Upgrading of the bulk services infrastructure and the development of the entire internal services infrastructure: within 330 (three hundred and thirty) days of the Fulfilment Date; and, in the event of the internal services structure being developed in phases, that each such phase be completed within the respective time frame as stipulated in the construction programme (submitted by the Developer and approved by the Municipality in terms of 3.1.6 above, or as subsequently amended and approved by the Municipality in writing);

Gheron did not comply with clause 5.8.5 by developing the entire internal services infrastructure within an extended period. Accordingly, they must be given notice of the breach.

3. **Current Status**

3.1 **Council's Resolution passed on 12 December 2023**

On **12 December 2023** under item 11.1.28 Council passed a resolution regarding the status of the various private developers. Only the points relevant to Gheron are quoted below:

"(a) ...

(b) That Council takes note that the delays caused by the private developers have serious repercussions on Council's housing provision mandate.

(c) That Council can provide serviced land either directly to the community at affordable prices by servicing land with external low-interest loans selected via competitive bidding from registered financiers, or by engaging developers in a competitive process.

(d) That Council approves the following confirmation of conditions and concessions as requested by the individual developers:

(i) **Gheron Building Construction (Pty) Ltd**

1. That Council remains with clause 3.1.5 in terms whereof Gheron must deliver to the Municipality an acceptable performance guarantee equal to 10% of the true estimated development cost of the bulk and internal services infrastructure

2. That it be confirmed that in terms of clauses 5.6 and 6.7.2, the houses (**excluding the land**) may not be sold for more than N\$ 800 000.00.

3. (aa) That it be confirmed that the development may be executed in three phases (clauses 5.8.4, 5.8.5.1, and 5.8.5.2) on condition that all phases in the entire development be finalized within 330 days, i.e.:

Clause 5.8.5.1 that the upgrading of the bulk services infrastructure and the development of the entire internal services infrastructure be completed within 330 days of the fulfillment date to the development

Clause 5.8.5.2 that the construction of the dwelling houses be completed within 330 days of the date of the development agreement, the 330 days period would follow on 24 August 2024.

(bb) Clause 2.8.6 that "days" be confirmed as calendar days.

(cc) The request for the construction of to be approved simultaneously with the servicing of land; not be approved.

(dd) Gheron is not allowed to sell even only as the allocation was based on affordable housing proposal which was confirmed as such by the Management Committee on 12 September 2017.

4. That clauses 5.13 and 5.14 be amended to clearly state the responsibility in respect of defects and maintenance by the respective parties.

5. That Council allows the transfer of the erven to Gheron without houses constructed thereon as allowed for Quintessential Trading & Consulting (Pty) Ltd by Council on 04 April 2023 under item

6. That permission be granted in terms of clause 10.10 to Gheron to change their shareholding by 51% to Königstein Capital to raise the funding for the project.

7. That Council undertakes not to sell erven located in Extension 38 Swakopmund to the community for six months commencing after 80% of the erven in the first phase have been transferred to the Gheron.

In terms of the addendum to the development agreement, the 330 days period would follow on 24 August 2024.
Gheron is now requesting permission to replace Königstein Capital with Luxury Investment 111 (Pty) Ltd which was confirmed as discussed on 10 June 2024 under item 11.1.16 Council passed a resolution (Annexure E) in this regard. In their letter dated 18 October 2024 Gheron confirms that they intend to commence with services installation respectively from the western

8. That the relocation of the informal households on Extension 38, Swakopmund be prioritized, but that the partial occupation in no way delays the execution of the project (especially taking into consideration that the phase will be executed in three phases).
9. That the performance guarantee be issued in phases to ease the financial burden of the developers.

3.2 **Application by Gheron per letter dated 18 October 2024**

The delays caused by developers have serious repercussions on Council's housing provision mandate. Almost seven years have lapsed since the townships were allocated for the installation of services, development, and construction of houses.

Notwithstanding the above, Gheron states that they are committed to commencing with services installations as required in terms of Clause 5.8.5.1 above. They stated at the meeting held on **18 October 2024** that they faced various challenges in securing financing due to the informal households located on Extension 38.

Gheron now requests Council:

- 3.2.1 to extend the development agreement;
- 3.2.2 consider a further 330 days from **24 August 2024** to comply with clause 5.8.5.1, i.e therefore by **20 July 2025**, subject to securing the financier below;
- 3.2.3 to approve Luxury Investment 111 (Pty) Ltd as their financier and 51% shareholder as approved on **12 December 2023** under item 11.1.28, point (d) (i) 6 for Köningstein Capital; and
- 3.2.4 to take note that notwithstanding the informal households located on Extension 38, they intend to commence with services as soon as their financier is secured.

4. **Discussion**

- 4.1 The correct course of action is to give Gheron notice, i.e. put them on terms, to rectify the breach.
- 4.2 Council can support the application by Gheron based on their commitment to the project and the location of informal households on Extension 38 (which poses challenges to secure financiers)
- 4.3 Council can enter into a second addendum to the development agreement with Gheron in order to rectify the breach of Clauses 3.1.4, 3.1.5, and 5.8.5 and allow Luxury Investment 111 (Pty) Ltd to replace Köningstein Capital as 51% shareholder in Gheron.
- 4.4 The development agreement provides 30 days' notice, however, a reasonable date to secure Luxury Investment 111 (Pty) Ltd as replacement financier for Köningstein Capital would be by **31 January 2025**.

As recorded in the first addendum, the timelines prescribed in Clause 5.8.5 (330 days) will commence upon the lapsing of the 30 days.

- 4.5 Council also needs to waive the penalties in terms of Clause 8.2.

"8.2 Should the Developer be in default by having failed to complete the development obligations placed upon it in clauses 5.4, 5.5, and 5.6 above, fully and finally, within the time frames stipulated in 5.8.5 above, the Municipality shall become entitled to impose

and the Developer obliged to pay a non-completion penalty of N\$ 5 000,00 (Five Thousand Namibia Dollars) per calendar day, in respect of each and every calendar day that the Developer so remains in default."

- 4.6 That Council takes note of the enumeration and relocation of informal households as approved by Council on **04 June 2024** under item 11.1.6 is underway and that the occupation of Extension 38 by these households poses challenges to Gheron in securing a financier.
- 4.7 For information, on **12 December 2023** Council approved the initial application by Gheron by allowing them to change the shareholding of the entity to allow the transfer of 51% of the ordinary shares in Gheron to Köningstein Capital (clause 10.10).

The application for the change in shareholding can be considered by the Council.

Quoted below for ease of reference Clause 10.10:

"Until such time that the Developer has fully complied with its obligations in terms of this Agreement to the satisfaction of the Municipality:-

- (a) *the membership in the Developer may not change;*
 (b) *The developer may not be converted into a closed corporation unless the prior written approval of the Municipality had been obtained, and if so obtained, then further subject to such terms and/or conditions as the Municipality may reasonably impose."*

Attachments:

Annexure "A"	:	Letter dated 18 October 2024 received from Gheron.
Annexure "B"	:	Clause 10.2 of the development agreement states that any extensions of time must be in a written document - see the addendum attached as Annexure "D" .
Annexure "C"	:	Clause 3 of the development agreement with special reference to <u>Clause 3.1.4</u> deals with securing satisfactory and adequate proof of funding.
Annexure "D"	:	The Addendum to the Development agreement extended the period to comply with <u>Clause 5.8.5.1</u> until 24 August 2024 .
Annexure "E"	:	Council's resolution passed on 04 June 2024 under item 11.1.16 regarding the informal households located on Extension 38.

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

RECOMMENDED:

- (a) **That Council takes note that Gheron Building Construction (Pty) Ltd complied on 29 September 2023 with the suspensive Clause 3.1.4 by having Ariya Bridge Capital (ABC) secured as a financier and that on 12 December 2023 under item 11.1.28 Council approved Köningstein Capital as a financier, however, both financiers subsequently withdrew resulting in non-compliance with Clause 3.1.4.**
- (b) **That Gheron Building Construction (Pty) Ltd be put on terms in terms of Clause 8.1 due to non-compliance with Clauses 3.1.4, 3.1.5, and 5.8.5.**
- (c) **That Gheron Building Construction (Pty) Ltd be given until 31 January 2025 to confirm that they comply with Clause 3.1.4, failing which the agreement is cancelled.**

- (d) That the due date for Gheron Building Construction (Pty) Ltd to submit proof that Luxury Investment 111 (Pty) Ltd has replaced Köningstein Capital as financier be approved as 31 January 2025.
 - (e) That if Gheron Building Construction (Pty) Ltd fails to provide the confirmation in points (c) and (d) above, the transaction be canceled.
 - (f) That subject to (b) and (c) above, Council enters into a second addendum to the development agreement with Gheron Building Construction (Pty) Ltd to rectify the breach arising from the withdrawal of financiers resulting in non-compliance with Clause 3.1.4; and allow Luxury Investment 111 (Pty) Ltd to replace Köningstein Capital as 51% shareholder in Gheron Building Construction (Pty) Ltd (point (d) (i) 6 of Council's resolution passed on 12 December 2023 under item 11.1.28).
 - (g) That it be noted as recorded in the first addendum, that the timelines provided in Clause 5.8.5 (330 days) commence upon lapsing of the period in (c) above.
 - (h) That Council waives the penalties in terms of Clause 8.2.
 - (i) That Council supports the application dated 18 October 2024 by Gheron Building Construction (Pty) Ltd based on their commitment to the project and the location of informal households on Extension 38.
 - (j) That Council takes note of the enumeration and relocation of informal households as approved by Council on 04 June 2024 under item 11.1.6 and that the occupation of Extension 38 by these households poses challenges to Gheron in securing a financier.
 - (k) That Council takes note that notwithstanding the partial occupation of Extension 38 (eastern part), Gheron Building Construction (Pty) Ltd intends to commence with the execution of Clause 5.8.5 soonest by commencing with services installations from the western boundary of the township.
-



GHERON Building Construction (Pty) Ltd

Reg. No: (PTY)LTD 2020/0880
 VAT No: 7294683-01-1
 Date: 18/10/2024

**REQUEST FOR EXTENSION OF TIME
 OCTOBER, 2024**

The CEO
 Mr A. Benjamin
 P.O. Box 53
 Swakopmund
 Tel: +264-64-4104111
 Email abenjamin@swkmun.co.na

Dear Sir

A REQUEST FROM GHERON BUILDING CONSTRUCTION:

The 330 days miss interpret by Gheron.

Gheron is asking for an extension of time for 330 Days from 24 August 2024.

Gheron also asks Council to revive the existing contract with Konigstein. They lost interest in funding the project, but to replace Konigstein with "LUXURY INVESTMENT 111(Pty) Ltd they are interested in funding Gheron to develop the land.

Gheron also request that Council take care of the shacks, because the number is growing from time to time uncontrollable. The intension is to start with the project from the West side in order for the Municipality to clean up the shacks.

We hope that you find this is in order.

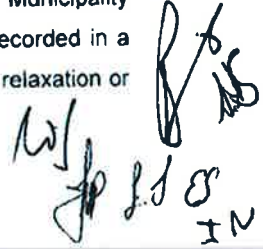
Yours in development
 Gheron Building Construction (PTY) Ltd

Prepared by:

GHERON BUILDING CONSTRUCTION (PTY) LTD.

ANNEXURE "B"

10.2 No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement (excluding any certificate issued by the Municipality in terms of the provisions of this Agreement) and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms or conditions of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement (excluding any certificate issued by the Municipality in terms of the provisions of this Agreement) shall be binding unless recorded in a written document signed by the Parties. Any such extension, waiver or relaxation or

Handwritten signatures and initials in black ink, including a large signature on the right and several smaller initials or signatures on the left and bottom.

suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

ANNEXURE "C"

	Condition
3.	Suspensive Conditions to be fulfilled by Municipality within 120 days of signature:
	3.1.1 the successful compliance by the Municipality with the provisions of section 63(2) of the LA Act;
	3.1.2 the exemption of the Municipality from compliance with the relevant provisions of the Public Procurement Act, 2015 (Act No. 15 of 2015), in respect of the procurement of the works and the disposal of assets contemplated in this Agreement;
	Suspensive Conditions to be fulfilled by the Developer within 180 days of signature
	3.1.3 the submission by the Developer to the Municipality of a written detailed true estimation of the costs to be incurred by the Developer in the execution of its development obligations contemplated in this Agreement and the approval of the true estimation of the costs by the Municipality;
	3.1.4 the submission by the Developer to the Municipality of satisfactory proof that the Developer has secured adequate funding for the successful completion of the development contemplated in this Agreement. Whether or not such proof is satisfactory, shall lie exclusively at the discretion of the Municipality;
	3.1.5 the delivery by the Developer to the Municipality of an acceptable Performance Guarantee issued by an accredited registered bank, financial institution, or insurance company on behalf of the Developer's Contractor in favor of the Municipality, equal to 10% (ten percent) of the true estimated development cost of the bulk and internal services infrastructure (forming part of the cost estimation to be submitted by the Developer in terms of 3.1.3 above), for the due performance by the Developer of its development obligations stipulated in 5.4 and 5.5 below;
	3.1.6 the submission by the Developer to the Municipality of a construction programme detailing a timeline for the execution of the development contemplated in this Agreement, and, if the Developer proposes to carry out the development of the internal services infrastructure (as more fully stipulated in 5.5 below) in phases, then also detailing such phases with reference to the geographical areas which each phase is to cover and the timeline for each phase (with due regard to the overall completion time frames stipulated in clause 5.8.5 below), and the approval of said construction programme by the Municipality;
	3.1.7 the submission by the Developer to the Municipality of the Project Specifications , and the approval of the Project Specifications by the Municipality;
	3.1.8 the submission by the Developer to the Municipality of design drawings and construction plans (prepared by an engineer or firm of engineers) detailing the design and layout of the internal services infrastructure and the upgrading of the bulk services infrastructure, and the approval thereof by the Municipality;
	3.1.9 the submission by the Developer to the Municipality of conceptual sketch plans of at least three standard types of dwelling houses to be constructed by the Developer at the Single Residential Disposal Erven, and the approval thereof by the Municipality.
	3.1.10 the adoption by the directors of the Developer of the requisite resolution for the conclusion by the Developer of this Agreement and the authorization of the signatories of the Developer to enter into this agreement on behalf of the Developer, and the submission of proof thereof to the Municipality;
	3.1.11 the submission to the Municipality of documentary proof to the effect that the Developer is duly registered for Value Added Tax and that it is in good standing with the Department of Inland Revenue of the Namibian Ministry of Finance in respect of all of its tax liabilities.
	3.2 The Parties undertake to use their respective best commercial endeavours to procure the timeous fulfillment of the Conditions Precedent, as soon as possible after the Signature Date .
	3.3 Unless all the Conditions Precedent have been fulfilled by no later than the respective due dates for fulfillment as determined in clause 3.1 above:
	3.3.1 the provisions of this Agreement (save for the Immediately Effective Provisions) will be of no force or effect;
	3.3.2 the Property will be restored to the Municipality in the condition in which it was before the Signature Date; and
	3.3.3 No Party shall have any claims against the other Party arising from the failure of any of the Conditions Precedent, except for such claims as may arise from a breach of the provisions of clause 3.2 above or as may arise from a legitimate claim for restoration to the Municipality of the Property in the condition in which it was before the Signature Date (as contemplated in clause 3.3.2 above).

EXTENSION 38

ADDENDUM TO JOINT VENTURE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

GHERON BUILDING CONSTRUCTION (PROPRIETARY) LIMITED

(Hereinafter referred to as the "Developer")

and

THE MUNICIPAL COUNCIL OF SWAKOPMUND

(Hereinafter referred to as the "Municipality")

(Hereinafter jointly referred to as the "Parties")

MS
MA
[Handwritten signature]

PT. MS
[Handwritten signature]

- 2 -

1.

RECORDAL

- 1.1 The Parties have entered into a written Joint Venture Agreement dated 21 December 2020 ("the JVA").
- 1.2 In terms of clause 3.1 of the JVA, the fulfilment of the suspensive conditions listed in sub-clauses 3.1.3 to 3.1.11 within 180 days of the Signaturm Date, rested upon the Developer.
- 1.3 The suspensive conditions referred in 1.2 above were not fulfilled and the Municipality cancelled the JVA in the absence of a best commercial endeavour on the part of the Developer to pursue the fulfilment of the suspensive conditions.
- 1.4 The Municipality subsequently resolved to reinstate the JVA and to grant to the Developer further time to comply with the suspensive condition contained in sub-clause 3.1.4 of the JVA, which obliges the Developer to submit to the Municipality satisfactory proof that the Developer has secured adequate funding for the successful completion of the development contemplated in the JVA.

NOW THEREFORE IT IS RECORDED AS FOLLOWS:

2.

REVIVAL AND REINSTATEMENT OF THE JVA

The Parties herewith record that they had agreed to revive and reinstate the JVA and the JVA is consequently regarded as reinstated with retrospective effect as good and effectual as if the JVA had remained of full force and effect throughout.

3.

EXTENSION OF TIME FOR FULFILMENT OF CONDITION PRECEDENT

- 3.1 The Parties record that the suspensive conditions listed in 3.1.1 and 3.1.2 of the JVA, fulfilment of which having rested on the Municipality, had been fulfilled timeously.
- 3.2 The Parties hereby agree to extend the time limit within which the Developer is to fulfil the suspensive condition listed in 3.1.4 of the JVA, to **29 September 2023**.

MS
 ml


MS


- 3 -

3.3 The expression "Fulfilment Date", as defined in 2.8.2.8 of the JVA, shall be interpreted with reference to the extended date stipulated in 3.2 above.

4.

REMAINDER OF THE JVA TO REMAIN UNCHANGED

Save and except for the amendment to the JVA as recorded in this addendum, the remaining provisions of the JVA remain unaffected and unchanged.

IN WITNESS WHEREOF the undersigned duly authorized representatives of the Developer and the Municipality have signed this Addendum in two original copies in the English language.

THIS DONE AND SIGNED AT SWAKOPMUND ON THIS 23 DAY OF AUGUST 2023.

AS WITNESSES

1. [Signature]

[Signature]

R H GOUWS as director of the Developer and in his personal capacity as surety

2. [Signature]

[Signature]
G HARASEB as director of the Developer and in his personal capacity as surety

[Signature]
R C THYS as director of the Developer and in his personal capacity as surety

[Signature]

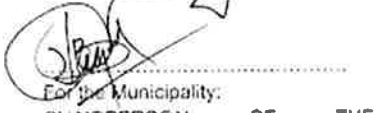
THIS ~~DONA~~ AND SIGNED AT SWAKOPMUND ON THIS 24th DAY OF August 2023.

AS WITNESSES

1. MSUNDER

2. mpaya


For the Municipality
CHIEF EXECUTIVE OFFICER


For the Municipality:
CHAIRPERSON OF THE
MANAGEMENT COMMITTEE,
alternatively, his alternate





11.1.16

FEEDBACK REGARDING THE REGISTRATION OF HOUSEHOLDS IN EXTENSION 38, SWAKOPMUND

(C/M 2024/06/04

14/2/1/2)

RESOLVED:

- (a) That Council takes note of the feedback of registration of households in Extension 38, Swakopmund "Seaside".
 - (b) That 70% of the erven zoned Institutional, General Residential 2, General Business and Local Authority in Extensions 40, 41 and 42, Swakopmund (*Wagdaar*) be identified, rezoned and subdivided into single residential erven of approximately 300 m², alleviate the demand for single residential erven within a reasonable timeframe.
 - (c) That the newly created erven in (b) above be reserved for allocation to households from Ext 38, Swakopmund, based on the affordability assessment.
 - (d) That the registered households in Extension 38, Swakopmund be informed about the relocation in order prepare for relocation.
 - (e) That should there still be unregistered households by the time of relocation, all necessary steps to be taken to remove the unoccupied structures in Extension 38, Swakopmund.
 - (f) That the Engineering and Planning Services Department commence with the statutory process of re-planning erven (vacant or occupied) in all low-income townships into single residential erven to accommodate households occupying these erven based on affordability assessment.
 - (g) That the public open spaces within the low-cost townships be reserved as such, considering that the townships are densely populated.
 - (h) That signboards be designed and erected at all informal areas cautioning occupiers from leasing structures and clarifying the penalties for non-compliance.
-

11.1.14

ECOBOND SERVICES NAMIBIA CC: CONFIRMATION OF COUNCIL'S DECISION FOR THE CANCELLATION OF THE TRANSACTION

(C/M 2024/11/28 - 16/1/4/2/1/13)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.14** page **154** refers.

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

The purpose of this submission is for Council to

- 1.1 take note of a letter dated **16 September 2024** received from Ecobond Services Namibia CC (hereinafter referred to as "Ecobond") in reply to Council's letter dated **09 September 2024**;
- 1.2 and to confirm its' decision passed on **03 September 2024** under item 11.1.3 to cancel the sale of a portion of land to Ecobond. Ecobond was informed of Council's decision (quoted under point 2 below) per a letter dated **09 September 2024**.

Annexures:

Annexure "A"	:	Letter dated 16 September 2024 received from Econbond stating various statutory procedures which were undertaken and paid for.
Annexure "B"	:	Council's letter dated 09 September 2024 executing Council's decision passed on 03 September 2024 under item 11.1.3.

2. Background

- 2.1 As submitted to the Management Committee on **14 August 2024**, Ecobond was requested on the following dates to submit a written progress report: **23 November 2021**, **05 July 2022**, **02 August** and **27 September 2023**, on **27 December 2023**, on **11 January 2024**, via a telephone call on **15 January 2024** and following Council's decision they were requested on **06 June 2024** to submit the report by **04 July 2024**. No report was submitted.

- 2.2 The matter was reported to Council and on **03 September 2024** under item 11.1.3, Council passed a resolution as follows:

"(a) That Council takes note that Ecobond Services Namibia CC did not provide a report by the due date of 04 July 2024 as per Council decision passed on 04 June 2024 under item 11.1.21; indicating the progress and anticipated completion of each aspect of the development approved by Council on 27 February 2020 under item 11.1.2, specifically in terms of points (h)(i) and (i).

(b) That Council confirms the allocation of the portion of land for which no signed agreement is in place, revoking the resolutions listed below:

- (i) 22 November 2018 under item 11.1.37
- (ii) 25 July 20-19 under item 11.1.1
- (iii) 27 February 2020 under item 11.1.2
- (iv) 04 June 2024 under item 11.1.21

(c) That Council proceeds with the subdivision of the portion of land indicated as "13 on the attached structure plan map (Annexure "B", on file); whereafter an upset price be determined, and the portion of land be offered for sale by the Council for a purpose/usage in line with the ecozone marked "P"."

The heading of this item states the "cancellation" of the transaction, although the word "allocation" in point (b) is misleading.

The developer was informed per letter dated 09 September 2024 that the transaction is cancelled.

- 2.3 A letter dated **09 September 2024** was issued to Ecobond confirming the cancellation of the transaction as resolved on **03 September 2024** and that a reconciliation will be done of the deposit paid less any costs, should a balance remain, such will be refunded to Ecobond.
- 2.4 For completeness' sake, the matter regarding the delayed transaction of Ecobond was considered by Council in 2024 on the following dates:
- 2.4.1 **11 January 2024** to an Ordinary Management Committee Meeting
 - 2.4.2 **23 January 2024** to a Special Management Committee Meeting
 - 2.4.3 **25 January 2024** to Council
 - 2.4.4 **11 April 2024** to an Ordinary Management Committee Meeting
 - 2.4.5 **16 May 2024** to an Ordinary Management Committee Meeting
 - 2.4.6 **04 June 2024** to Council
 - 2.4.7 **14 August 2024** to an Ordinary Management Committee Meeting
 - 2.4.8 **03 September 2024** to Council at which meeting the cancellation was confirmed.

As this matter has served before Council and the Management Committee on various dates, the information and all Council's decisions are not repeated in this submission.

3. Current Status of the Project

Ecobond e-mailed a letter dated **16 September 2024** expressing its position on the required report awaited with specific reference to statutory processes and costs incurred but failed to provide Council with a proper report substantiated by attachments of the various service providers.

The final opportunity to provide such a report was **04 July 2024**.

As can be seen from the attached document submitted by Stewart Planning (attached to **Annexure "A"**), Ecobond plans on a development comprising the following facilities in phases, the first phase being a scaled-down dry port:

- 3.1 *Service station, retail, and restaurant*
- 3.2 *Cold storage warehouse*
- 3.3 *Mining Explosive Magazine*
- 3.4 *Administrative and Office Building*
- 3.5 *Outdoor imported carport yard*
- 3.6 *Indoor imported carport yard*
- 3.7 *Bulk oil storage magazine*
- 3.8 *Container terminal*

4. Proposal

It is proposed that Council remains with its current decision passed on **03 September 2024** under item 11.1.3 in terms whereof the transaction with Ecobond is cancelled (no agreement was signed).

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

RECOMMENDED:

- (a) That Council takes note of the letter dated 16 September 2024 received from Ecobond Services Namibia CC in reply to Council's letter dated 09 September 2024 executing Council's decision passed on 03 September 2024 under item 11.1.3.
 - (b) That Council takes note that in terms of the decision passed on 04 June 2024 under item 11.1.21 Ecobond Services Namibia CC did not provide a report by the due date, i.e.: 04 July 2024.
 - (c) That Council remains with its decision passed on 03 September 2024 under item 11.1.3 in terms whereof the allocation of the portion of land is canceled as conveyed to Ecobond Services Namibia CC in a letter dated 09 September 2024.
-

Reg. CC 2008/2097



19 Sauer Street Windhoek North Windhoek/ P.O Box 35087 Pionierspark | Tel: 0812618680 | e-mail: ec.tapalo2018@gmail.com

16 September 2024

Enquiries: E. Tapalo

Office Of the Chief Executive Officer
Swakopmund Municipality
P O Box 53
Swakopmund
Namibia

Dear Mr. Archie Benjamin

Your Ref No: 16/1/4/1/11

Re: Ecobond Services Namibia cc: Land For A Dry Port – Cancellation Of Transaction.

We hope this letter finds your office well.

That your letter dated 9th September 2024 received by email by the 16th September 2024 as subjected here above refers.

Firstly allow us to extend our sincerely apologies with dismay, for not submitting the requested information as Council requested. The delay was caused by our environmental impact assessment (EIA) reports, as stated during our engagement meeting with Council during May 2024.

As highlighted at that same meeting, our company was met with few challenges from what caused the delays to close the listed items. However as we stand, we are all set to finalize the last item as per Council resolution and instructions, as the consultants were paid their dues in full.

That Council should consider our humble prayer, to extend the execution of this project on the land entrusted to Ecobond Services Namibia CC; for the following reasons:

1. We are a grassroot company who are self funded without banks involved to which we paid the Council's waiver fees, which were meant to address agreement consultation fees.
2. We appointed a reputable Town Planner Consultant (Steward Town Planners) to which we paid significant amount of monies and all these at our own intensive servings.
3. We appointed a reputable Surveyor to survey the land offered by the Council at own significant amount of money.
4. We appointed the Civil and Electrical Engineer to engage all the stakeholders namely; Nampower, Namwater, TransNamib Rail, Roads Authority and Road Administration, as well Telecommunication entities. Before designing an access road to the facility, of which is already in advance stage, again paid for all these services.
5. Last but not least, EIA Consultants paid recently in full. Hence we are saying that we are ready to finalize the project in order for us to sign sale agreement to settle the Council offer with the Development Bank Of Namibia as they are waiting for the agreement of sale.
6. We pulled with difficulties as **clause (XV) of Council offer to purchase read that, shareholders/members be the same until the time of transfers of the property.**

This clause made it difficult neither for the banks or any other investors to come on board prior to the acquisition of land

It is for these reasons we are saying that; having all the huddles passed the future looks good for Swakopmund to benefit from this good initiative, which seemed long overdue, investors are at our door steps at the moment. Instead of the Council to waive the opportunity to advantage other similar and equal relevant local authorities, please give us another trust, before end of this year November 2024 groundbreaking for this massive project will take place on Swakopmund designated site.

We hope your office will understand our please and accord us a final chance with extended timeline, to which we shall conform.

Sincerely yours



Elia Tapalo
Managing Member
ec.tapalo2018@gmail.com

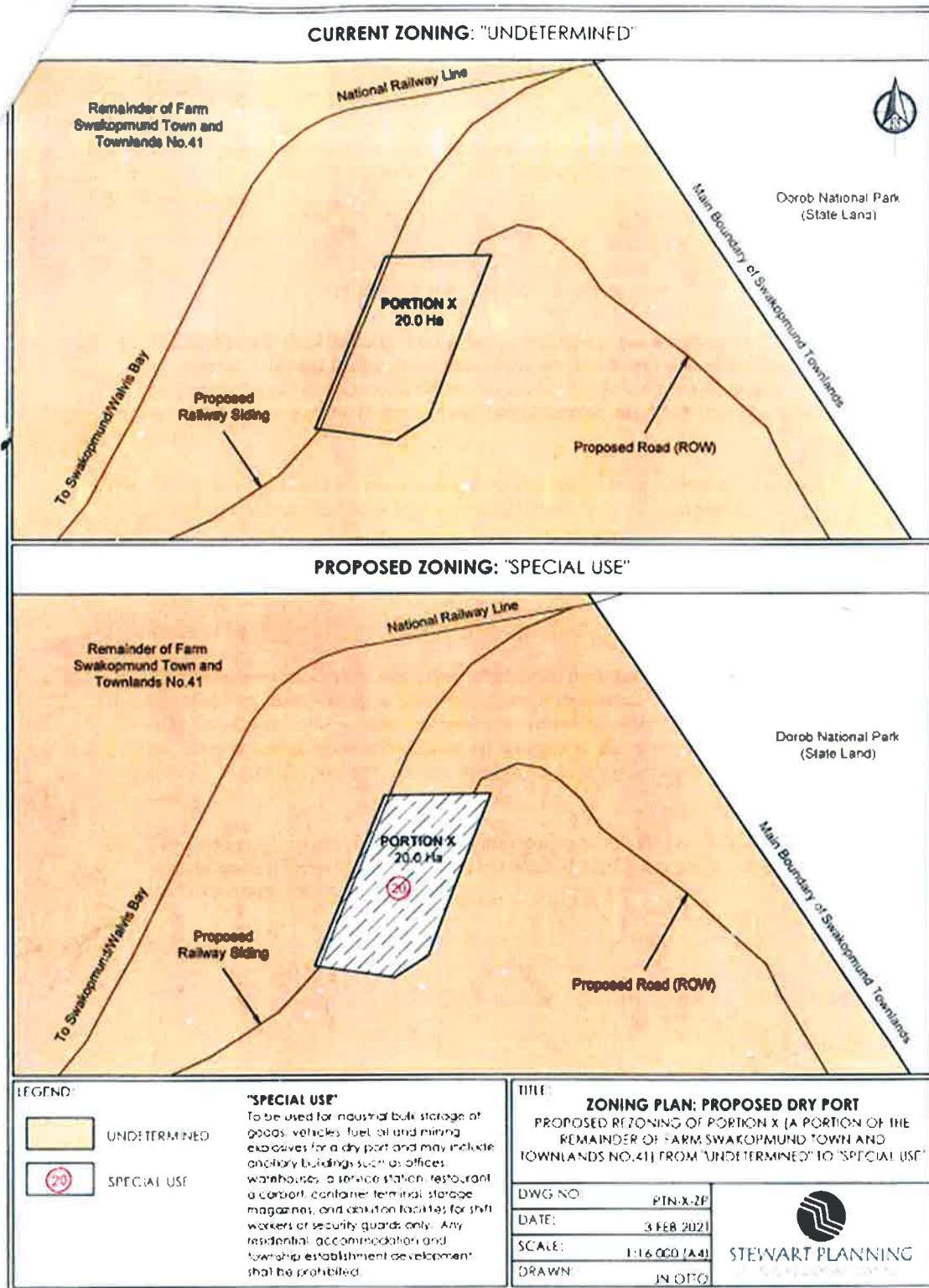
CC: Mpsi Haingura

CC: Stephny Bruwer

CC: A Uushona



LAYOUTS OF THE DEVELOPMENT AND AREA



3. Site Description

3.1. Locality

The site identified is an unsurveyed and unserviced 20-hectare portion situated about 18 km outside Swakopmund, north of the B2 Trunk Road as indicated in Figure 2 and Figure 3.

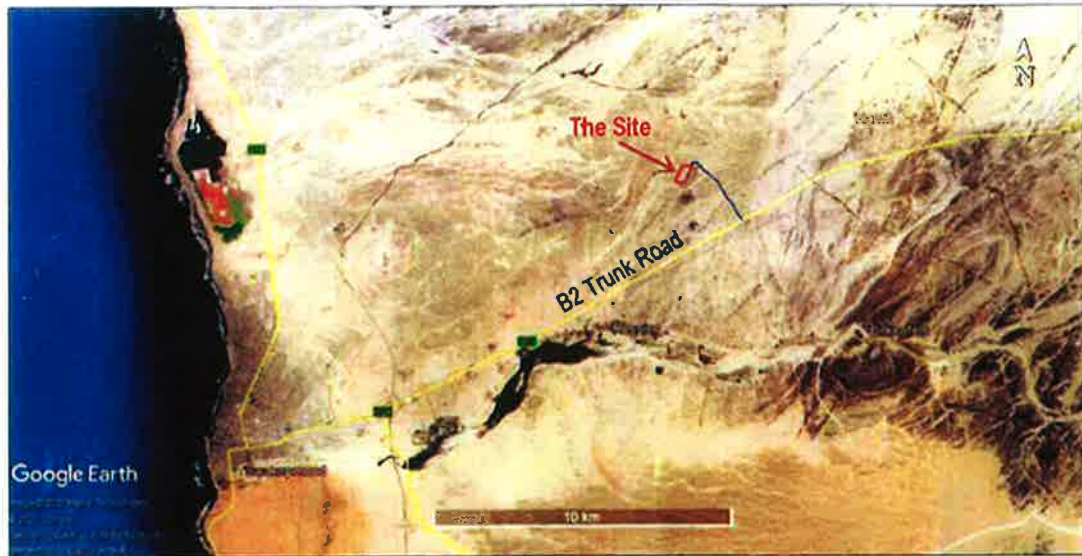


Figure 2: Locality of the proposed site for the dry port.

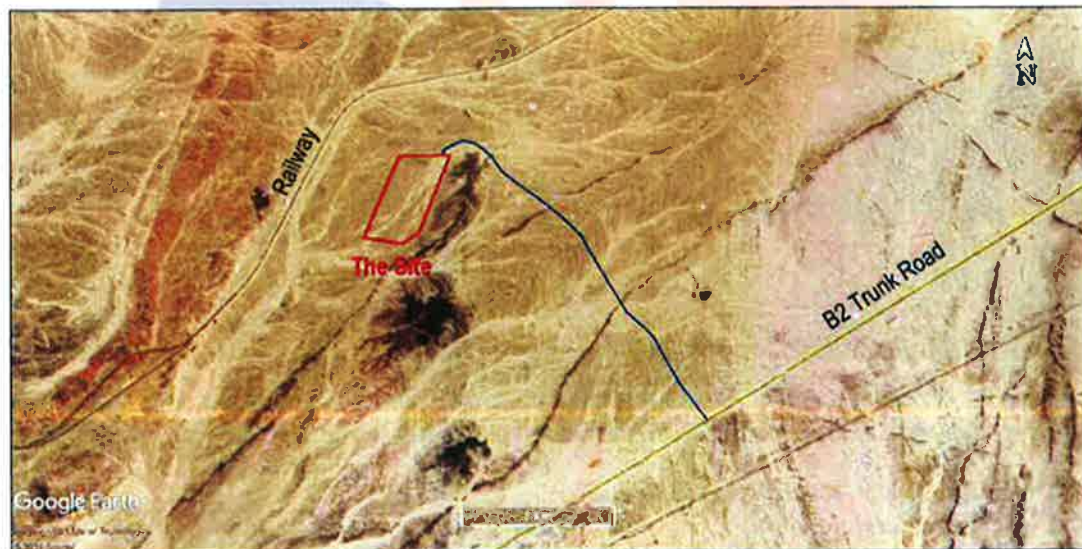


Figure 3: The site will be accessible via an existing gravel road (blue line) and will be situated close to the existing railway network.

The following image illustrates the facilities of the dry port but at a much larger scale of about 190 hectares of land (instead of 20 hectares as approved by the Council):

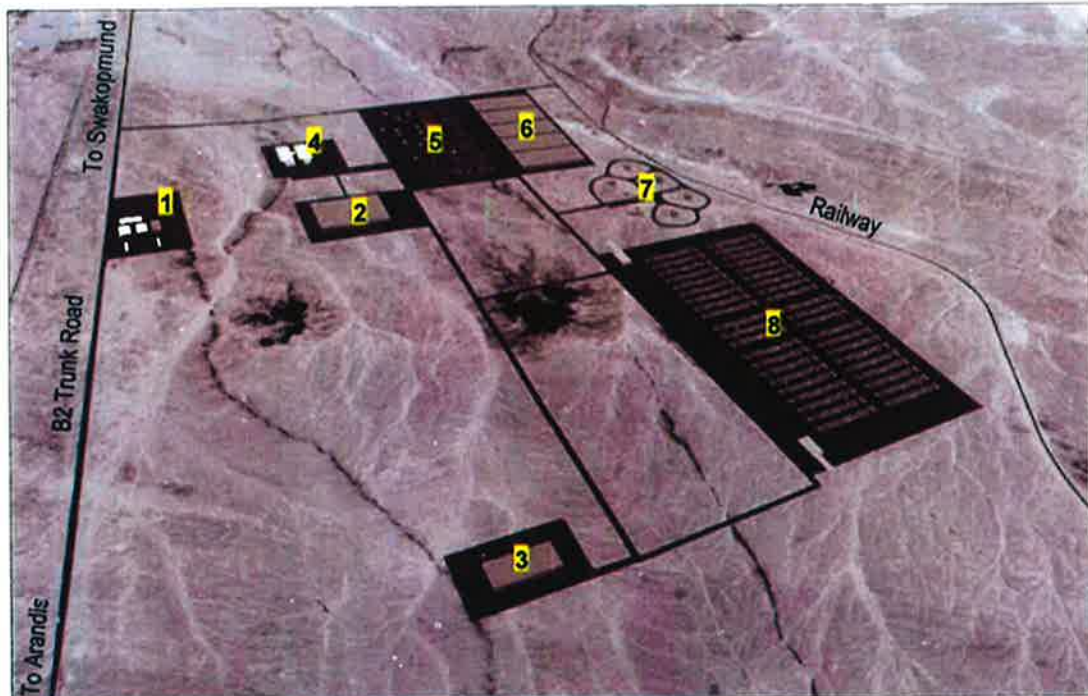


Figure 1: Overall development proposal (Credit: IDG Architects).

The overall development will comprise of the following land uses as denoted in Figure 1.

1. Service station, retail and restaurant;
2. Cold storage warehouse;
3. Mining explosive magazine;
4. Administrative and office building;
5. Outdoor imported carport yard;
6. Indoor imported carport yard;
7. Bulk oil storage magazine;
8. Container terminal.

The overall development proposal will use approximately 190 hectares of land which will be developed in several phases. The first phase of the project will start with a 20-hectare site which will contain a scaled-down dry port.



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

Ref No: 16/1/4/2/1/13

Enquiries: Ms A Uushona

09 September 2024

Ecobond Services Namibia
Attention: Mr E Tapalo
P O Box 3587
Pionierspark
WINDHOEK
10005

etapalo@project7nam.com

Dear Sir

ECOBOND SERVICES NAMIBIA CC: LAND FOR A DRYPORT - CANCELLATION OF TRANSACTION

The above matter and our letter dated **06 June 2024** (informing you of Council's decision passed on **04 June 2024** under item 11.1.21), refer.

You were requested to provide Council with a detailed progress report within a period of 30 days, which you did not provide on or before the due date of Thursday, **04 July 2024**.

The matter was reported to Council and on **03 September 2024** under item 11.1.3 Council passed a resolution as follows:

- "(a) That Council takes note that Ecobond Services Namibia CC did not provide a report by the due date of 04 July 2024 as per the Council decision passed on 04 June 2024 under item 11.1.21; indicating the progress and anticipated completion of each aspect of the development approved by Council on 27 February 2020 under item 11.1.2, specifically in terms of points (h)(i) and (i).**
- (b) That Council confirms the allocation of the portion of land for which no signed agreement is in place, revoking the resolutions listed below:**
- (i) 22 November 2018 under item 11.1.37**
 - (ii) 25 July 20-19 under item 11.1.1**
 - (iii) 27 February 2020 under item 11.1.2**
 - (iv) 04 June 2024 under item 11.1.21**



- (c) That the Council proceeds with the subdivision of the portion of land indicated as “13 on the attached structure plan map (Annexure “B”, on file); whereafter an upset price be determined, and the portion of land be offered for sale by a closed bid for a purpose/usage in line with the ecozone marked “P”.”

Therefore, take note of Council's decision above.

A reconciliation will be done of the deposit paid by you less any costs, should a balance remain such will be refunded to you. In this regard, please a banking confirmation letter

Should you have any further enquiries, please do not hesitate to contact Ms A Uushona at ☎ 064-4104216 or ✉ auushona@swkmun.com.na.

Yours faithfully


Mpsasi Haingura
General Manager: Corporate Services & Human Capital

/au 



Copy: GM: Engineering & Planning Services - please take note of point (c) above

11.1.15 **ALLOCATION OF CANCELLED ERVEN EXTENSION 31, SWAKOPMUND (NORTH)**

- **REDUCTION IN PURCHASE PRICE**
- **REQUEST FOR EXCHANGE OF ERVEN**

(C/M 2024/11/28 - E 8460, E 8476, E 8496, E 8510, E 8532, E 8567, E 8495)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.15** page **164** refers.

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

1. **INTRODUCTION**

The purpose of this submission is to request Council to:

- (a) **Approve** the allocation of Erven 8460, 8476, 8495, 8532 and 8567 Ext 31, Swakopmund (North). Attached as **Annexure "A"** is a map of Ext 31, North indicating the listed erven that were cancelled due to beneficiaries not meeting the conditions of sale as approved by Council on **12 December 2023** under item 11.1.39 (**Annexure "B"**).
- (b) **Reject** the request of Mr Alfeus Kulikeinge Lukas to reduce the purchase price of Erf 8496, Ext 31, Swakopmund (North) to N\$ 40 000.00 (**Annexure "C"**).
- (c) **Reject** the request of Ms Grietjie Palmer to exchange Erf 8510, Ext 31, Swakopmund (North) for an alternative plot located along Matutura main street (**Annexure "D"**).

2. **PREVIOUS RESOLUTIONS**

On **29 September 2022** Council approved the sale of erven in Ext 31 North under item 11.1.46, as follows:

- (a) That qualifying residents of DRC Proper and Extension 37 are permitted to buy the 214 Erven.
- (b) That the current residents in DRC Proper, Extension 28, 31 and 37 whose income is below N\$3000.00 be relocated to the New Relocation Area in the Northern Wedge when the area is ready.
- (c) That the properties be made available for sale over a period not exceeding 48 months, interest-free where necessary.
- (d) That no informal structures be permitted."

On **28 September 2023**, Council approved the purchase price as well as conditions of sale for erven in Ext 31 North under item 11.1.13, as follows:

- (a) That the following erven in Extension 31 north be offered for sale to the occupants in Extension 37 (DRC Seaside) and DRC Proper (Extension 27, 29 and 30) at a purchase price of N\$150.00/m² (Hundred and fifty Namibian dollars per square meter).
- (b) That a deed search be conducted to establish the status of a first-time homeowner.
- (c) That Council approves 2 options for payment of the purchase price:
 - (i) Cash payment
 - (ii) 50% deposit of the purchase price and the balance be settled within a period of 48 months.
- (d) That a restriction be registered on the title deed of the erven and a pre-emptive right be included in the Deed of Sale.

- (e) That should the beneficiaries intend to sell the erven after the expiry of 10 years, and the erven are un-improved, the erven first be offered to Council for consideration.
- (f) That the restraint of 10 years in respect of the sale of improved erven commences from the date of transfer of the property.
- (g) That beneficiaries may not sell erven within 10 years of a completion certificate being issued. Upon expiry of the 10 years, the beneficiary may sell the erven without first offering it to the Council.
- (h) That no temporary structures may be constructed on the erven."

On **12 December 2023** under item 11.1.39 Council approved the allocation of erven in Ext 31, Swakopmund (north) to residents of DRC Proper and DRC Seaside (Ext 37) as attached (**Annexure "E"**), with special references to point d (i-x) as quoted below:

"(d) That the following conditions of sale be approved in addition to those approved on 29 September 2022, item 11.1.46 and 28 September 2023, item 11.1.13:

- (i) That the PURCHASER may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia that it be explored to see the past marital implication and be forwarded to Management Committee for consideration.
- (ii) That the PURCHASER must be on the Master Waiting List or reside on the erf for 3 years or longer.
- (iii) The PURCHASER must provide proof of income exceeding N\$ 3,000.00 per month.
- (iv) That no permission be granted for multiple families to be housed on one erf in additional informal structures.
- (v) That Council applies for approval from the Minister of Urban & Rural Development in terms of Section 30 (1) (t) of the Local Authorities Act, 23 of 1992, as amended to proceed with the alienation process.
- (vi) That the proposed sale be published in terms of section 63 of the Local Authorities Act, Act 23 of 1992 and subsequent thereto approval be applied for from the Ministry of Urban and Rural Development.
- (vii) That all costs related to this transaction be for the account of the purchasers, such as (but not limited to) the cost for the compilation of the deeds of sale, securing of the purchase prices, bond and transfer registration.
- (viii) That should it be found that a purchaser did not reveal that they own or previously owned immovable property, and it is discovered after the agreement is signed or the property has been transferred, the beneficiary be disqualified from the process, the transaction be terminated.
- (ix) That if a purchaser does not pay the full purchase price within 4 years or remains in default for 6 months, the transaction be cancelled.
- (x) That the previous condition requiring a once-off 50% deposit payment be amended to 50% deposit payable within five (5) months."

3. **DISCUSSION**

- 3.1 Council approved the sale of 112 erven to qualifying residents in Ext 27, 29, 30 (DRC Proper) and Extension 37 (DRC Seaside) at a purchase price of N\$150.00/m. Letters were sent to the residents of DRC Proper (Ext 27, 29 & 30, Swakopmund) and DRC Seaside (Ext 37, Swakopmund) to decide whether they would want to purchase an erf in Ext 31, Swakopmund, North.
- 3.2 A total of **101** occupants residing in DRC Seaside (Ext 37) responded that they intend to purchase an erf in Ext 31, Swakopmund. Council approved

that the erven in Ext 31, Swakopmund (North) be equally divided between residents of DRC Proper and DRC Seaside, however, only **11** occupants of DRC Proper (Ext 27, 29 & 30) chose to purchase erven in Ext 31, Swakopmund (North).

- 3.3 There are **112** erven in Ext 31, Swakopmund (North) which were allocated to occupants with a household income above N\$ 3 000.00. **11** occupants of DRC Proper (Ext 27, 29 & 30, Swakopmund) and **101** occupants from DRC Seaside. Should any of the beneficiaries fail, the erven will be allocated to the next qualifying beneficiary on the list (**Annexure "F"**).

The resolution attached as **Annexure "E"** was explained to the **112** beneficiaries of DRC Proper (Ext. 27, 29 and 30) and DRC Seaside (Ext 37) via a letter dated **08 February 2024 (Annexure "G")**.

- 3.4 On **1 August 2024** the Honourable Minister in terms of Section 30(1) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, approved (**Annexure "H"**) the sale of 112 erven subject to the conditions as listed in Council Resolution passed on **12 December 2023** under item 11.1.39.

- 3.5 Cancellations:

The Housing Section issued 5 letters of cancellation to beneficiaries who were in breach of the conditions of sale as passed by Council on **12 December 2023** item 11.1.39:

- 3.5.1 On **29 February 2024** Mr Rain Melvin Naibab was allocated Erf 8460, Swakopmund, Ext 31 and was issued with a letter of cancellation (**Annexure "I"**) for the reason that he is not a first-time homeowner. Mr Rain Melvin Naibab submitted a letter on **19 February 2024** with a reservation letter from Omaruru Municipality confirming the allocation of Erf 1635, Sonskyn, Omaruru.
- 3.5.2 On **25 March 2024** Mr Jeremia Amutenya submitted a letter to Council surrendering Erf 8532, Ext 31, Swakopmund due to his current unemployment status. The Housing Section responded with a cancellation letter (**Annexure "J"**).
- 3.5.3 On **16 February 2024** Mr Tulangi Ngulofi submitted a letter to surrender Erf 8567, Ext 31, DRC and retain Erf 7505, Swakopmund, Ext 27. The Housing Section responded with a cancellation letter (**Annexure "K"**).
- 3.5.4 On **9 August 2024** Ms Maretha Gawanas sent an email (correspondence attached as **Annexure "L"**) surrendering Erf 8495, Swakopmund, Ext 31 and retain Erf 1622, Matutura, Ext 8 which was allocated by NHE to her. The Housing Section responded with a cancellation letter (**Annexure "M"**).
- 3.5.5 On **15 August 2024** a letter was received from Ms Klaudia Nandjamba surrendering Erf 8476, Ext 31, Swakopmund (North) due to her current unemployment status. The Housing Section responded with a cancellation letter (**Annexure "N"**).
- 3.6 Application to exchange Erf 8510, Ext 31, Swakopmund (North):
- 3.6.1 Ms Grietjie Palmer - On **6 May 2024** Ms Grietjie Palmer submitted a letter (**Annexure "O"**) requesting to exchange Erf 8510, Ext 31 with any plot located next to Matutura Main Street. The erven along the main street are

close to schools and public transportation, which can be deemed convenient to her.

3.7 Request for reduction of the purchase price of Erf 8496, Ext 31, Swakopmund (North):

3.7.1 Mr Alfeus Kuliikeinge - On **10 June 2024** Mr Alfeus Kuliikeinge Lukas submitted a letter to Council (**Annexure "P"**) requesting a reduction of the erf price from N\$72 150.00 to N\$40 000.00. Mr Alfeus Kuliikeinge is currently temporarily employed and cannot afford the amount of N\$72 150.00. See point 4 for the proposal.

4. **PROPOSAL**

One of Council's strategic objectives is provision of land and services to upgrade informal settlements. Council should implement measures to prevent situations which occurred previously, where beneficiaries who were allocated low-cost erven (e.g. 40/40 Project) commence with construction without paying the full purchase price.

It is proposed that construction commences once the full purchase price has been paid to prevent any loss on Council's side recoup money incurred for servicing of land and generate a revolving fund to service more low-cost erven.

It is further proposed that should it be found at any time, that a beneficiary has not been honest with Council in obtaining housing or erven, e.g they have owned or own fixed property, the transaction be cancelled, and all payments made in respect of the transaction forfeited, the erf be allocated to the next qualifying beneficiary.

It is proposed that Council approves the allocation of the following applicants who are placed on the waiting list:

No.	Erf	sqm	Price m2	Selling Price	New Beneficiary	ID No.	Income	Annexure
1	8460	324	N\$ 150.00	N\$ 48 600.00	Joel Isak	96110400904	N\$ 3 989.96	Q
2	8476	302	N\$ 150.00	N\$ 45 300.00	Otto Daniel Shetunyenga Shimooshili	91101001402	N\$ 4 800.00	R
3	8496	481	N\$ 150.00	N\$ 72 150.00	Anianus Indongo	82070210111	N\$ 22 762.33	S
4	8567	315	N\$ 150.00	N\$ 47 250.00	Erkson Ndjebela	65100600934	N\$ 4 598.34	T
5	8495	315	N\$ 150.00	N\$ 47 250.00	Donatha Vyamuhona Kariko	95092100327	N\$ 9 481.30	U

It is also proposed that Council rejects the request by Mr Kuliikeinge to reduce the erf price for Erf 8496, Ext 31 North, Swakopmund. It is suggested that Mr Kuliikeinge be allocated a cheaper erf (Erf 8532, Ext 31, Swakopmund (North)) which was previously allocated to Mr Amutenya) and Erf 8496, Ext 31, Swakopmund (North) be cancelled and allocated to the next qualifying beneficiary.

It is lastly proposed that Council rejects the request by Ms Palmer as it will create a precedence that will cause similar applications which will complicate land administration and land management of subsidized housing and erven.

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

RECOMMENDED:

- (a) That Council revokes the allocation of the erven listed below due to the beneficiaries not meeting the conditions of sale as approved by Council on 12 December 2023 under item 11.1.39.

NO.	ERF	SQM	PRICE M2	SELLING PRICE	PREVIOUS BENEFICIARY	ID NO.
1	8460	324	N\$150.00	N\$48 600.00	Rain Melvin Naibab	82112310585
2	8476	302	N\$150.00	N\$45 300.00	Klaudia Handjamba	92061000231
3	8496	481	N\$150.00	N\$72 150.00	Alfeus Kulikeynge Lukas	80090310748
4	8532	315	N\$150.00	N\$47 250.00	Jeremia Amutenya	78111500114
5	8567	315	N\$150.00	N\$47 250.00	Tulangi Ngulofi	93073100137
6	8495	315	N\$150.00	N\$47 250.00	Maretha Gawanas	77101110150

- (b) That Council rejects the request by Mr. Alfeus Kulikeynge Lukas to reduce the purchase price of Erf 8496, Ext 31, Swakopmund (North) from 72 150.00 to N\$ 40 000.00.

- (i) That Council approves the allocation of Erf 8532, Extension 31, Swakopmund (North) instead to Mr Alfeus Kulikeynge Lukas whose value is N\$47 250.00.

- (c) That Council rejects the request by Ms Grietjie Palmer to swap Erf 8510, Ext 31, Swakopmund (North) for an alternative erf next to the main street of Matutura.

- (d) That Council approves the allocation of Erven 8460, 8476, 8496, 8532, 8567 & 8495 Ext 31, Swakopmund (North) as follows:

No.	Erf	sqm	Price m2	Selling Price	New Beneficiary	ID No.	Income	Annexure
1	8460	324	N\$ 150.00	N\$48 600.00	Joel Isak	96110400904	N\$ 3 989.96	Q
2	8476	302	N\$ 150.00	N\$45 300.00	Otto Daniel Shetunyenga Shimooshili	91101001402	N\$ 4 800.00	R
3	8496	481	N\$ 150.00	N\$72 150.00	Anianus Indongo	82070210111	N\$22 762.33	S
4	8567	315	N\$ 150.00	N\$47 250.00	Erkson Ndjebela	65100600934	N\$ 4 598.34	T
5	8495	315	N\$ 150.00	N\$47 250.00	Donatha Vyamuhona Kariko	95092100327	N\$ 9 481.30	U

- (e) That the following conditions of sale be approved in addition to those approved on 12 December 2023, item 11.1.39:

- (i) That should it be found at any time, that a beneficiary has not been honest with Council in obtaining housing or erven, e.g they have owned or own fixed property, the transaction be canceled, and they forfeit all payments made in respect of the transaction and the erf be repossessed if necessary and allocated to the next qualifying beneficiary.
- (ii) That the purchaser commences with the construction of a dwelling once the full purchase price for the erf has been paid.
- (iii) That the purchaser may only move to the allocated erf after a building completion certificate has been issued by the Engineering and Planning Services Department.
- (iv) That it be noted that building plans can only be approved once the transfer of ownership is registered.
- (v) That the purchaser relocates with their entire family and relatives to vacate the DRC erf they currently reside and return the vacant plots to the Municipality and ensure that the plots are clean of all debris.



The CEO,

P o Box 53, Swakopmund Municipality

Date: 06 May 2024

Subject: Request for Plot Exchange

Dear Mr Benjamin,

I hope this letter finds you well. I am writing to request an exchange of my current plot EX31 Plot no:8510 for a plot located next to Matatura Main Street.

The reason for my request is that the plots adjacent to Matatura Main Street are not only larger but also conveniently situated in close proximity to schools and public transportation facilities. This location would greatly benefit my family as it would provide easier access to essential amenities and transportation options.

I understand that such requests may require careful consideration and assessment by the municipality. However, I kindly urge you to consider my request favourably.

I am more than willing to comply with any necessary procedures or requirements set forth by the municipality regarding the plot exchange process. Please do not hesitate to contact me if any further information or clarification is needed regarding my request.

Thank you very much for your attention to this matter. I look forward to a positive response from the Swakopmund Municipality regarding my request.

Yours sincerely,

Grietjie Palmer

DRC Seaside Resident,

Cell: 0814886907



MUNICIPALITY OF SWAKOPMUND

Ref No: <<Erf Number>>

Enquiries: Mr N Ndeikonghola

☎ 061 4 104 000
 📠 061 4 104 111
 📍 57 Swakopmund
 NAMIBIA
 🌐 swakopmund.nam
 📧 nndekonghola@swakopmund.nam

08 February 2024

<<NAME>> <<SURNAME>>
 <<ERF NUMBER>> Ext 31, DRC
 HAND DELIVERED
 Swakopmund
 Namibia

• <<Call Number>>

Dear Sir/Madam

ALLOCATION AND SALE OF ERF <<Erf Number>>, DRC. EXT. 31, NORTH

We refer to the above subject matter and the notice number 14/2024 published in the Namibian Times Newspaper on 2 February 2024 and The Namibian Newspaper on 9 February 2024.

We are pleased to inform you that Erf <<Erf Number>>, Ext 31, DRC has been allocated to you. You are requested to make payment of the purchase price in the amount of <<Purchase Price>>

The conditions of sale are:

- (i) That the PURCHASER may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia that it be explored to see the past marital implication and be forwarded to Management Committee for consideration.
- (ii) That the PURCHASER must be on the Master Waiting List or resides on the erf for 3 years or longer
- (iii) The PURCHASER must provide proof of income exceeding N\$3 000.00 per month.
- (iv) That no permission be granted for multiple families to be housed on one erf in additional informal structures.
- (v) That Council applies for approval from the Minister of Urban & Rural Development in terms of Section 30 (1) (f) of the Local Authorities Act, 23 of 1992, as amended to proceed with the alienation process.
- (vi) That the proposed sale be published in terms of section 63 of the Local Authorities Act, Act 23 of 1992 and subsequent thereto approval be applied for from the Ministry of Urban and Rural Development.
- (vii) That all costs related to this transaction be for the account of the purchasers, such as (but not limited to) the cost for the compilation of the deeds of sale, securing of the purchase prices, bond and transfer registration.
- (viii) That should it be found that a purchaser did not reveal that they own or previously owned immovable property, and it is discovered after the agreement is signed or the

All correspondence must be addressed to the [Chief Executive Officer](#)

property has been transferred, the beneficiary be disqualified from the process, the transaction be terminated.

- (ix) *That if a purchaser does not pay the full purchase price within 4 years or remains in default for 6 months, the transaction be cancelled.*
- (x) *That the previous condition requiring a once off 50% deposit payment be amended to 50% deposit payable within a period five (5) months.*

On 12 December 2023 Council resolved under item 11.1.39 that beneficiaries could use one of two payment options to settle the purchase price, i.e:

1. Cash Payment
2. 50% deposit payable within a period of five (5) months from receipt of this letter.

Please take note that this allocation is subject to approval by the Ministry of Urban and Rural Development in terms of Section 30(1)(i) of the Local Authorities Act 23 of 1992, as amended, and compliance of the conditions of allocation above.

For further enquiries, do not hesitate to contact Mr N Ndeikonghola at ☎ 064-4104232 or Mr R Rukoro at ☎ 064-4104614 or visit the Municipal Head Office situated at the corner of Rakotoka Street, and Daniel Kamha Avenue Swakopmund, Room B0-12, ground floor.

Should you not comply with the above-mentioned conditions, the property will be allocated to the next qualifying beneficiary.

Yours faithfully


 Mpsai Haingura
 General Manager: Corporate Services & HC



Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: E.M. Gende
Tel: (+264+61) 297-5175
Fax: (+264+61) 297-5096

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref: 14/14/1/S2
Your Ref:

Mr. Alfeus Benjamin
Chief Executive Officer
Swakopmund Municipality
P.O. Box 53
SWAKOPMUND

Dear Mr. Benjamin,

RE: APPLICATION TO SELL 112 UNIMPROVED ERVEN IN EXTENSION 31 NORTH, SWAKOPMUND TO RESIDENTS RELOCATED FROM EXTENSION 37 (SEASIDE) AND EXTENSION 27, 29, 30 (DRC PROPER)

Your letter dated 15 March 2024 has reference.

The Honourable Minister has, in terms of Section 30 (1) (i) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, granted approval for the Council to sell the below listed immovable properties to the applicants by way of private treaty and subject to the conditions as per Council Resolution under item 11.1.39.

No.	Name & Surname	Erf No	Size (m ²)	Erf Price per m ²	Erf Price
1	Alfeus Kulikeinge Lukas	8496	481	N\$ 150.00	N\$ 72 150.00
2	Mbujinundja Kavri	8526	433	N\$ 150.00	N\$ 64 950.00
3	Gottley Gunther Cloete	8444	416	N\$ 150.00	N\$ 62 400.00
4	Gabriel Nashinsa	8487	414	N\$ 150.00	N\$ 62 100.00
5	Ainn Kundjimi	8559	412	N\$ 150.00	N\$ 61 800.00
6	Petrus Shiwalo	8464	407	N\$ 150.00	N\$ 61 050.00
7	Norman Victor Gariseb	8455	390	N\$ 150.00	N\$ 58 500.00
8	Esmerelda Esme Gertze	8511	373	N\$ 150.00	N\$ 55 950.00
9	Fillemon Ndanjakoshi Frans	8445	366	N\$ 150.00	N\$ 54 900.00
10	Elifas Nghilunanye	8456	357	N\$ 150.00	N\$ 53 550.00
11	Moreen Rooi	8454	347	N\$ 150.00	N\$ 52 050.00
12	Philippus Shayoleni Elinser Kakunde	8446	328	N\$ 150.00	N\$ 49 200.00
13	Colleen Tjituka	8447	327	N\$ 150.00	N\$ 49 050.00
14	Salomo Kabwenya	8448	327	N\$ 150.00	N\$ 49 050.00

All official correspondence must be addressed to the Executive Director

15	Lyili Mwashekele	8449	327	N\$ 150.00	N\$ 49 050.00
16	Vatava Hanzuza	8450	327	N\$ 150.00	N\$ 49 050.00
17	Innocent Laurencia Johnson	8451	326	N\$ 150.00	N\$ 48 900.00
18	Winfried Kameme Mujenga	8452	326	N\$ 150.00	N\$ 48 900.00
19	Justina Kashukulika	8453	326	N\$ 150.00	N\$ 48 900.00
20	Johannes Tangeniowene Frans	8457	324	N\$ 150.00	N\$ 48 600.00
21	Johannes Kandukwa	8458	324	N\$ 150.00	N\$ 48 600.00
22	Gipa Petrus	8459	324	N\$ 150.00	N\$ 48 600.00
23	Rian Melvin Naibah	8460	324	N\$ 150.00	N\$ 48 600.00
24	Benta Ndankulilwa N Luke Ndakolote	8461	323	N\$ 150.00	N\$ 48 450.00
25	Josef Mandame Nduluwa	8462	323	N\$ 150.00	N\$ 48 450.00
26	Olavi Iileka Shatka	8463	323	N\$ 150.00	N\$ 48 450.00
27	Moses Nonheh	8488	317	N\$ 150.00	N\$ 47 550.00
28	Baburie Kundivi	8478	315	N\$ 150.00	N\$ 47 250.00
29	Sedney Marvin Longor	8479	315	N\$ 150.00	N\$ 47 250.00
30	Michael Lazarus	8480	315	N\$ 150.00	N\$ 47 250.00
31	Johannes Intbali	8481	315	N\$ 150.00	N\$ 47 250.00
32	Geofrey Garuseh	8482	315	N\$ 150.00	N\$ 47 250.00
33	Kaveturie Tjirera	8483	315	N\$ 150.00	N\$ 47 250.00
34	Festus Pendukem Kakula	8484	315	N\$ 150.00	N\$ 47 250.00
35	Fillemon Ipango Kasheeta	8485	315	N\$ 150.00	N\$ 47 250.00
36	Simon Malaka Kapolo	8490	315	N\$ 150.00	N\$ 47 250.00
37	Jesaya Ndume	8491	315	N\$ 150.00	N\$ 47 250.00
38	Dhana Mujoro	8494	315	N\$ 150.00	N\$ 47 250.00
39	Maretha Gawanas	8495	315	N\$ 150.00	N\$ 47 250.00
40	Steven Mbur	8497	315	N\$ 150.00	N\$ 47 250.00
41	Theopold Taasuverue Hijova	8498	315	N\$ 150.00	N\$ 47 250.00
42	Petrus Nglufikepune Nakapiji	8499	315	N\$ 150.00	N\$ 47 250.00
43	Ndatoolewe Petrina Nakapiji	8500	315	N\$ 150.00	N\$ 47 250.00
44	Andreas Mangundu Mwanan	8501	315	N\$ 150.00	N\$ 47 250.00
45	Pizomundo Unkapaha Tjavava	8502	315	N\$ 150.00	N\$ 47 250.00
46	Stefanus Mumbala	8503	315	N\$ 150.00	N\$ 47 250.00
47	Sakaria Luukuni Hamutenya	8504	315	N\$ 150.00	N\$ 47 250.00
48	Johny Mjunga Kameme	8507	315	N\$ 150.00	N\$ 47 250.00
49	Fabian Ndevashiva Kakwejo	8508	315	N\$ 150.00	N\$ 47 250.00
50	Bulani Wirbooi	8509	315	N\$ 150.00	N\$ 47 250.00
51	Laurencia Jenny Gaas	8512	315	N\$ 150.00	N\$ 47 250.00
52	Lucas Seuka	8513	315	N\$ 150.00	N\$ 47 250.00
53	Kavjjenene Ndjavert	8514	315	N\$ 150.00	N\$ 47 250.00
54	Jonas Amunyela Shatka	8515	315	N\$ 150.00	N\$ 47 250.00
55	Ali Ndakoko Lazarus	8516	315	N\$ 150.00	N\$ 47 250.00
56	Zachukamo Muharukua	8517	315	N\$ 150.00	N\$ 47 250.00
57	Ngavesuye Muhene	8520	315	N\$ 150.00	N\$ 47 250.00
58	Immanuel Ndalakubondja	8521	315	N\$ 150.00	N\$ 47 250.00
59	Elnis Geven Gerold Klein	8522	315	N\$ 150.00	N\$ 47 250.00

Ordinary Council Meeting – 28 November 2024

60	Simson Betti Asser	8523	315	N\$ 150.00	N\$ 47 250.00
61	Deleencia Kamendo	8524	315	N\$ 150.00	N\$ 47 250.00
62	Mervin Uakarara Kamusuvise	8525	315	N\$ 150.00	N\$ 47 250.00
63	Michelle Tunjanni Uamba	8527	315	N\$ 150.00	N\$ 47 250.00
64	Martin Hambelela Shikongo	8528	315	N\$ 150.00	N\$ 47 250.00
65	Uerigonda Tjiuji	8529	315	N\$ 150.00	N\$ 47 250.00
66	Jeremia Amutenya	8532	315	N\$ 150.00	N\$ 47 250.00
67	Martha Tjizu	8533	315	N\$ 150.00	N\$ 47 250.00
68	Moses Haita	8535	315	N\$ 150.00	N\$ 47 250.00
69	Pauvo Ndadhira Itimkila	8536	315	N\$ 150.00	N\$ 47 250.00
70	Ronald Tangem Salas	8537	315	N\$ 150.00	N\$ 47 250.00
71	Rosalva Kashika Harupe	8538	315	N\$ 150.00	N\$ 47 250.00
72	Ndegewshala Tilitene Nakale	8539	315	N\$ 150.00	N\$ 47 250.00
73	Sara Tina Nanto	8540	315	N\$ 150.00	N\$ 47 250.00
74	Ustansvara Muharukua	8541	315	N\$ 150.00	N\$ 47 250.00
75	Petrus Amutenya	8542	315	N\$ 150.00	N\$ 47 250.00
76	Rapunlun Huvu	8543	315	N\$ 150.00	N\$ 47 250.00
77	Vemukamen Hupite	8544	315	N\$ 150.00	N\$ 47 250.00
78	Ronri Chiamhi	8545	315	N\$ 150.00	N\$ 47 250.00
79	Manesia Subulelo	8546	315	N\$ 150.00	N\$ 47 250.00
80	Jakoba Henriette Gomas	8547	315	N\$ 150.00	N\$ 47 250.00
81	Lydia Keumbo Kunonhele Nghilhepa	8548	315	N\$ 150.00	N\$ 47 250.00
82	Lydia Ndatunga Lebeur	8549	315	N\$ 150.00	N\$ 47 250.00
83	Makalelo Makasanda Richter	8551	315	N\$ 150.00	N\$ 47 250.00
84	Immanuel Nghihanye Nakapi	8552	315	N\$ 150.00	N\$ 47 250.00
85	Daundjomani Turitjo	8568	315	N\$ 150.00	N\$ 47 250.00
86	Kavevarua Tjiposa	8554	314	N\$ 150.00	N\$ 47 100.00
87	Merijam Tuyenikela Gebard	8555	314	N\$ 150.00	N\$ 47 100.00
88	Ndahaabecila Absalom	8489	313	N\$ 150.00	N\$ 46 950.00
89	Gratje Palmer	8510	306	N\$ 150.00	N\$ 45 900.00
90	Ferdinand Kelemende	8477	303	N\$ 150.00	N\$ 45 450.00
91	Emilia Mvula	8486	303	N\$ 150.00	N\$ 45 450.00
92	Florence Kazombiaze	8492	303	N\$ 150.00	N\$ 45 450.00
93	Hendrina Ndehiganda Shufeumbo	8505	303	N\$ 150.00	N\$ 45 450.00
94	Mevilyn Katjikara	8506	303	N\$ 150.00	N\$ 45 450.00
95	Martha Hirivali Simon	8519	303	N\$ 150.00	N\$ 45 450.00
96	Klaudia Handamba	8476	302	N\$ 150.00	N\$ 45 300.00
97	Reinold Hoxobeb	8493	302	N\$ 150.00	N\$ 45 300.00
98	Vekondigovandu Temb	8518	302	N\$ 150.00	N\$ 45 300.00
99	Tshangauka Marenga	8530	302	N\$ 150.00	N\$ 45 300.00
100	Abraham Shicokifeni	8531	302	N\$ 150.00	N\$ 45 300.00
101	Sikosana Verinyareku Kavetu	8534	301	N\$ 150.00	N\$ 45 150.00
102	Tulangi Ngulofi	8567	315	N\$ 150.00	N\$ 47 250.00
103	Constancia Kazonganga	8562	397	N\$ 150.00	N\$ 59 550.00

104	Frehanda Hanqula	8560	370	N\$ 150.00	N\$ 55 500.00
105	Simon Mbabi	8550	371	N\$ 150.00	N\$ 55 650.00
106	Adolf Mbanze Kudumo	8561	331	N\$ 150.00	N\$ 49 650.00
107	Jonas Mwatihane Hanqula	8564	322	N\$ 150.00	N\$ 48 300.00
108	Petronella Karibina	8557	315	N\$ 150.00	N\$ 47 250.00
109	Libertine Nainis	8566	315	N\$ 150.00	N\$ 47 250.00
110	Werner Gaseh	8569	315	N\$ 150.00	N\$ 47 250.00
111	Nicky Muhesen Subeb	8558	315	N\$ 150.00	N\$ 47 250.00
112	Abraham Shipogochi	8563	308	N\$ 150.00	N\$ 46 200.00

Yours faithfully,


 TOM OUYAMA
 GENERAL MANAGER
 EXECUTIVE DIRECTOR
 01 AUG 2024
 DEPARTMENT OF URBAN AND RURAL DEVELOPMENT



MUNICIPALITY OF SWAKOPMUND

Ref No: E 8460

Enquiries: Mr N Ndeikonghola

081 7174280
 081 612114
 61 Swakopmund
 NAMIBIA
swakopmund.com
nndeikonghola@swakopmund.com.na

29 February 2024

Mr Ruan Melvin Naibab
 HAND DELIVERED
 Swakopmund
 Namibia

• 0817174280

Dear Sir

CANCELLATION OF SALE OF ERF 8460, EXT 31, DRC

We acknowledge receipt of your letter of 19 February 2024 and the reservation letter dated 03 July 2018 from the Municipality of Omaruru, confirming the allocation of Erf 1835, Sonskyn, Omaruru to you.

With reference to our letter dated 12 February 2024 and the Council Resolution of 12 December 2023 item 11.1.39, Council allocated Erf 8460, Ext 31, Swakopmund to you and one of the conditions of sale, as per point (c)(i) of the resolution, states that you must not have owned or currently own immovable property anywhere in Namibia

(i) That the PURCHASER may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia that it be explored to see the past marital implication and be forwarded to Management Committee for consideration.

We wish to thank you for your feedback and confirm that the offer to purchase Erf 8460, Ext 31, DRC to you has been cancelled and accordingly will be offered to the next qualifying beneficiary.

For any further enquiries, please do not hesitate to contact Mr Nicolas Ndeikonghola at ☎ 064-4104232

Yours faithfully

Mpsai Harigura
 General Manager: Corporate Services & HC

Dear Sir

I Rina Melina Nabab qualified for
an erf of Extension 31, PAC. I already
own land in Omarewa which I got from
marriage, and I barely wanna ask
if I could change the name for erf Extn 846
to PAC to my daughter, Brenda Claudia Koroheke
20 years old who runs her own
business of a childrens daycare center. I Rina
Melina Nabab would also be assisting her
financially to pay for the fees. I would
really appreciate if you could help me
with this situation. Thank you for
the time to have read this, im available
whenever hoping to hear from you.
Find me at 0613361955



MUNICIPALITY OF OMARURU

Telephone: +264-04-570130/217
 Fax: +264-04-570115
 E-mail: omur@omur.na

P.O. Box 11
 Omaruru
 Namibia

Enquiries: Rakkel Sakaria
 Our reference: 1635

03 July 2018

Ms/r. C & R Naibab
 HAND DELIVERED
 Omaruru
 Namibia

RESERVATION LETTER

Full name/s : Naibab Rian, Melvin & Nonnes Christina
 Postal Address : P.O. Box 457, Vineta
 ID : 82112310585 & 81012510603
 Telephone numbers : 0817179280/0814264901 (mobile)

Sir / Madam

DATE OF ALLOCATION: 05 June 2018

BRP NO: 1635

TOWNSHIP: Sonskyn

EXTENT: 304 m²

It is hereby confirmed that subject to the conditions of allocation, the above-mentioned erf has been allocated to you. The said allocation would expire on **05 June 2020** where after the above mentioned allocation would be cancelled **without any further notice** and Council would be entitled to alienate the above mentioned property to the next successful bidder **without any further reference** to yourself.

CONDITIONS OF ALLOCATION

1. The purchase price of the Property shall be the amount of **N\$ 11 016.96** and shall be payable as follows:
 "The total purchase price, payable against registration of transfer within One Hundred and Twenty (120) days after the date of sale."
2. The allocation period shall be as from the date of the allocation as recorded above for a maximum period of 120 days ending **05 June 2020**. Also note that no further extension will be granted beyond this date unless:
 the following is forwarded to our offices **before the expiry date**
- 2.1 Building plans was submitted and has not been approved yet.

4. This allocation is a JMO allocation based on the:
4. The allocation is **non-transferable** and only entitles the holder thereof to the allocation of the property concerned. This right may not be exercised, shall not entitle the holder to resell or offer the property concerned for sale, lease or alienation to third party.
5. The property is allocated 'warts and all' and the Municipality does not warrant that the property is suitable for the purpose which it is bought. It is expressly stated that no compensation will be payable for patent or latent defects and no deduction of the purchase price would be considered or effected to cover the same.
6. The holder shall not be entitled to any compensation or claims for damages against the Municipality should the Municipality after the expiry of the date of the allocation, alienate or allocate the property to a third party.
7. The holder hereby acknowledges in favour of the Municipality that he/she knows and understands the conditions of allocation and undertakes to act accordingly.
8. A five year restraint on alienation shall be registered against the property.


Please quote the erf number and the name of the purchaser of the property on the proof of payment as reference

Account Holders:	Qamuzi Municipality
Bank:	First National Bank
Account number:	61540000398
Branch:	Qamuzi
Branch Code:	280473
Account type:	Call
Swift code:	FIRNNANX

9. In event of the holder not complying with one or more of the above conditions, the Municipality shall be entitled to cancel this allocation.

This allocation is subject to all statutory procedure including the Ministerial approval.

Yours faithfully,


Mr Alphons Tjitombo
CHIEF EXECUTIVE OFFICER


Received by
Name: Rikky Nkomo 01/12/24



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

Ref No: 14/2/1/2, E 8532

Enquiries: Mr N Ndekonghola

09 April 2024

Mr Jeremia Amutenya
Swakopmund

+264 812843105

CANCELLATION OF SALE OF ERF 8532, EXT 31, SWAKOPMUND (DRC NORTH)

Dear Sir

We acknowledge receipt of your letter on **25 March 2024** and the content whereof is noted.

We take note that you have turned down the offer to purchase Erf 8532, Ext 31, DRC due to your currently unemployed status. Kindly note that even in Ext 37 are equally allocated based on the affordability in view of the fact that there will be other monthly costs such as rates and taxes on the service accounts.

We therefore request you to remain where you are, while Council is preparing the northern wedge extensions to relocate low-income households in DRC and Seaside areas.

Your offer to purchase Erf 8532, Ext 31, Swakopmund (DRC North) has therefore been cancelled and will be offered to the next qualifying beneficiary.

For any further enquiries, please do not hesitate to contact Mr Nikolas Ndekonghola at ☎ 064-4104232.

Yours sincerely,


Mpsasi Haingura
GENERAL MANAGER: CORPORATE SERVICES & HC





MUNICIPALITY OF SWAKOPMUND

☎ 064-4104232
 📠 088 834 314
 📍 53 Swakopmund
 🇳🇦 NAMIBIA
 🌐 swakopmund.com.na
 ✉ ndeikonghola@swakopmund.com.na

Ref No: E 8567

Enquiries: Mr N Ndeikonghola

29 February 2024

Mr Tulangi Ngulohi
 HAND DELIVERED
 Swakopmund
 Namibia

• 0814232589

Dear Sir

CANCELLATION OF SALE OF ERF 8567, EXT 31, DRC

We acknowledge receipt of your letter of 23 February 2024 and the content whereof is noted.

We wish to thank you for your feedback and confirm that the offer to purchase Erf 8567, Ext 31, DRC to you has been cancelled and accordingly will be offered to the next qualifying beneficiary.

For any further enquiries, please do not hesitate to contact Mr Nikolas Ndeikonghola at ☎ 064-4104232

Yours faithfully


 Mpsai Haingura
 General Manager: Corporate Services & HC



Tulang Ngulofi

P O Box 134

Swakopmund

16 February 2024

Mr Raurovandu Rukoro

Housing Section

Municipality of Swakopmund

Dear Mr Rukoro

RE: EXT 31 HOUSING ALLOCATION RESPONSE LETTER

As per our conversation on email, I once again would like to thank the Municipality of swakopmund for the opportunity.

With my allocation to Erf 8567, Ext 31, I decided to take the option to remain in DRC Proper Erf 7505 where I currently resides. Thank you very much for the opportunity.

Kind Regards

Tulang Ngulofi

Owner



ANNEXURE "L"

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

Ref No: **E 8495**
Enquiries: **Mr N Ndeikonghola**

13 August 2024

Ms Maretha Gawanas
HAND DELIVERED
Swakopmund
Namibia

Email: marethagawanas900@gmail.com

Dear Madam

CANCELLATION OF SALE OF ERF 8495, EXT 31, SWAKOPMUND (DRC NORTH)

We refer to the abovementioned matter, and your email received on **08 August 2024**.

With reference to our allocation letter dated **12 February 2024** and the Council Resolution of **12 December 2023** item 11.39, one of the conditions of sale, as per point (d)(i) of the resolution, states that you must not have owned or currently own immovable property anywhere in Namibia:

- (i) ***That the PUCHASER may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia that it be explored to see the past marital implication and be forwarded to Management Committee for consideration.***

We appreciate your feedback, and would like to confirm that the offer to purchase Erf 8495, Ext 31, Swakopmund to you has been cancelled. The property will now be offered to the next qualifying beneficiary.

For any further enquiries, please do not hesitate to contact Mr Nikolas Ndeikonghola at ☎ 064-4104232.

Yours faithfully


Mpsai Haingura
General Manager: Corporate Services & HC







Ext 8495

Raurovandu Rukoro

From: Maretha Gawanas <marethagawanas900@gmail.com>
Sent: Friday, August 09, 2024 12:31 PM
To: Raurovandu Rukoro
Subject: Re:
Attachments: image687925.png

Im on duty will provide the one from your side tommorow but current on is in extension 8 Matutura house number 1622
Thank You.

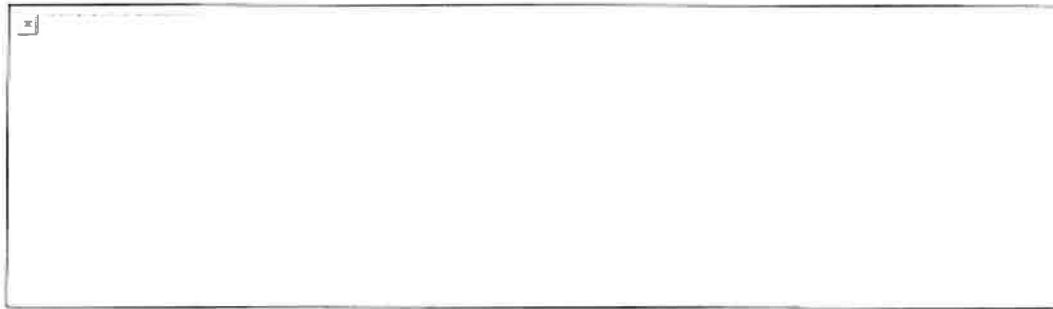
On Fri, 09 Aug 2024, 12:26 Raurovandu Rukoro, <RRukoro@swkmun.com.na> wrote:

Dear Ms Gawanas

Kindly provide we with the Ext number you were allocated in Ext 31, North

Also provide me with your new Ext number.

Kind Regards



From: Maretha Gawanas <marethagawanas900@gmail.com>
Sent: Thursday, August 08, 2024 6:25 AM
To: Raurovandu Rukoro <RRukoro@swkmun.com.na>
Subject:

Good morning sir/ madam im here informing you that got a house though nhe and are turning down the house that i was supposed to get through your team.thank you for standing up for me much appreciated.im handing back the erf that was issued to me.since i own a house already thank you.

Regards Maretha Gawanas

Disclaimer

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

Ref No: E 8476

Enquiries: Mr N Ndeikonghola

03 September 2024

Ms Klaudia Nandjamba
Swakopmund

+264 81 815 5892

Dear Madam

CANCELLATION OF SALE OF ERF 8476, EXT 31, SWAKOPMUND (DRC NORTH)

We acknowledge receipt of your letter dated **15 August 2024** and the content whereof is noted

We take note that you have turned down the offer to purchase Erf 8476, Ext 31, Swakopmund due to your current unemployment status. You are therefore requested to remain on the erf until the relocation area at Northern Wedge is ready for occupation.

The offer to purchase Erf 8476, Ext 31, Swakopmund (DRC North) has therefore been cancelled and will be offered to the next qualifying beneficiary.

For any further enquiries, please do not hesitate to contact Mr Nikolas Ndeikonghola at ☎ 064-4104232.

Yours sincerely,


Mpsai Haingura
GENERAL MANAGER, CORPORATE SERVICES & HC









+264 (0) 410 4121 | swakopmund@swakopmund.com.na | P.O. Box 23, Swakopmund, Namibia

Ref No: 14/2/1/2, E 6510

Enquiries: Mr C Awaseb

28 June 2024

Ms Grietjie Palmer
Swakopmund

+264 814886907

Dear Madam

REQUEST FOR PLOT EXCHANGE EXT 31, SWAKOPMUND (NORTH)

We acknowledge receipt of your letter on 06 May 2024, the content whereof is noted.

Kindly note that your request will be submitted to Council's internal decision-making forums, whereafter you will be informed accordingly.

For any further enquiries, please do not hesitate to contact Mr Charles Awaseb at ☎ 064-4104231.

Yours sincerely,


Mpsasi Hasingura
GENERAL MANAGER: CORPORATE SERVICES & HC





The CEO,

P o Box 53, Swakopmund Municipality

Date: 06 May 2024

Subject: Request for Plot Exchange

Dear Mr Benjamin,

I hope this letter finds you well. I am writing to request an exchange of my current plot EX31 Plot no:8510 for a plot located next to Matatura Main Street.

The reason for my request is that the plots adjacent to Matatura Main Street are not only larger but also conveniently situated in close proximity to schools and public transportation facilities. This location would greatly benefit my family as it would provide easier access to essential amenities and transportation options.

I understand that such requests may require careful consideration and assessment by the municipality. However, I kindly urge you to consider my request favourably.

I am more than willing to comply with any necessary procedures or requirements set forth by the municipality regarding the plot exchange process. Please do not hesitate to contact me if any further information or clarification is needed regarding my request.

Thank you very much for your attention to this matter. I look forward to a positive response from the Swakopmund Municipality regarding my request.

Yours sincerely,

Grietjie Palmer

DRC Seaside Resident

Cell: 0814886907



+264 06 410 4111 | swakopmund@swakopmund.na | P.O. Box 51, Swakopmund, Namibia

Ref No: 14/2/1/2, E 8496

Enquiries: Mr C Awaseb

28 June 2024

Mr Alfius Kulikeinge Lukas
HAND DELIVERED
Swakopmund

+264 813560673
theopolixan@gmail.com

Dear Sir

REQUEST FOR PLOT EXCHANGE EXT 31, SWAKOPMUND (NORTH)

We acknowledge receipt of your letter on 10 June 2024, the content whereof is noted.

Kindly note that your request will be submitted to Council's internal decision-making forums, whereafter you will be informed accordingly.

For any further enquiries, please do not hesitate to contact Mr Charles Awaseb at ☎ 064-4104231.

Yours sincerely,

M. Hangu
Mpasi Hangu
/s/



GENERAL MANAGER, CORPORATE SERVICES & MC



**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.16

MASS HOUSING DEVELOPMENT PROGRAMME: REQUEST FOR CANCELLATION OF PRE-EMPTIVE CONDITION AND ENABLE TRANSFER OF ERF 4039, EXTENSION 9, MONDESA TO A THIRD PARTY

(C/M 2024/11/28 - M 4039)

Ordinary Management Committee Meeting of 14 November 2024, Addendum 7.16 page 216 refers.

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

1. INTRODUCTION

The purpose of this submission is to address the request for the cancellation of the pre-emptive condition imposed on Erf 4039 Extension 9, Mondesa. This property is part of the Mass Housing Development Programme and was donated to Mr. Jonatana Hamukoto, it is zoned as a single residential, measuring 352 m² (the site plan is attached as **Annexure "A"**).

2. BACKGROUND

Erf 4039, Mondesa was allocated to Mr Jonatana Hamukoto and Ms Klaudia Frans under the Mass Housing Development Programme, in terms of the Deed of Sale signed on **1 November 2016 (Annexure B)**. A reversionary right was imposed on the property, prohibiting the sale or disposal of the property for a period of ten (10) years from the date of purchase in terms of clause 11. Should the purchasers wish to sell the property within this timeframe, the National Housing Enterprises (NHE) reserves the right to repurchase it at a market-related price.

The property was registered in the Deeds Office on **24 November 2022 (Annexure C)**. On **2 August 2024**, NHE signed a pre-emptive cancellation certificate (**Annexure D**), however, the required cancellation consent could only be issued by the Council. An email from Neshuku & Associates Inc. was received on **31 July 2024 (Annexure E)**, requesting for cancellation of the pre-emptive right. On **13 August 2024**, Council responded that cancellation of the pre-emptive right was not permissible, the applicant must write a letter of request to motivate their application (**Annexure F**).

On **5 August 2024**, Mr Hamukoto submitted a letter of motivation requesting for cancellation of the pre-emptive condition. In the letter, Mr Hamukoto narrated that he is no longer employed, and how that affected his ability to maintain the property and keep up with the monthly payments (**Annexure G**).

3. DISCUSSION

The pre-emptive condition placed on Erf 4039, Extension 9, Mondesa, serves a critical purpose in ensuring that properties allocated under the Mass Housing Development Programme remain within the intended framework of social housing and community development. The clause was designed to prevent speculation and ensure that properties are used for their intended purpose, thereby protecting the security of tenure for low-income groups. Mr. Hamukoto's request to cancel the pre-emptive right contradicts the established guidelines and commitments agreed upon at the time of sale. Allowing such a cancellation may set a precedent that undermines the integrity of the Mass Housing Development Programme and could lead to similar requests from other beneficiaries, thereby

complicating enforcement of the policy.

However, Mr Hamukoto cited loss of employment, and that he is medically unfit for physical jobs, as the main cause of financial woes, that led to the decision to alienate Erf 4039 Ext 9 Mondesa. An account statement from the Finance Department shows that they currently owe an amount of N\$12,783.73 on their municipal services account (**Annexure "I"**). Mr Hamukoto claims that should transfer not be allowed, he is likely to lose the house due to the outstanding bond.

Mr. Hamukoto has executed a deed of sale to transfer Erf 4039 to Ms Maria Napopye Isak. Ms Isak is not on the Master Waiting list but is a first-time homeowner, and she is a resident of Swakopmund. This transaction has progressed to the Deeds Office and is pending the cancellation of the pre-emptive condition. The conveyancing fees are also expected to be paid upon registration.

Similar cases that can be cited include the application to cancel the pre-emptive right and sell Erf 4545, Mondesa, under the Mass Housing Development Programme from Angamba to Haimbondi, whereby the pre-emptive condition was cancelled due to loss of employment by the beneficiary at Council meeting held on 8 October 2024, under item 11.1.13.

- "(a) That Council approves to waive the pre-emptive right over Erf 4045, Mondesa by allowing Mr Angamba to sell the erf to Mr Haimbondi based on Mr Angamba being unemployed and experiencing financial difficulties and money has been exchanged between the two parties.*
- (b) That Council takes note that Mr Haimbondi already owns Erf 702, Mondesa, Extension 2, and is not a first-time-homeowner.*
- (c) That the donation of erf 4045 be revoked and the land value of N\$68,000.00 be paid back to Council by Mr. Angamba.*
- (d) That the N\$68,000.00 be deducted from the remaining amount of N\$120,000.00 which must be paid to Mr Angamba by Mr Haimbondi.*
- (e) That NHE issues the title deed to Mr Haimbondi after the full amount of N\$68,000.00 is recovered by Council for the land value."*

4. **PROPOSAL**

Given the circumstances surrounding this application, it is proposed that Council approve the request to waive the pre-emptive right over Erf 4039, Extension 9, Mondesa to Maria Napopye Isak based on Mr Hamukoto being unemployed and experiencing financial difficulties, as a result of illness.

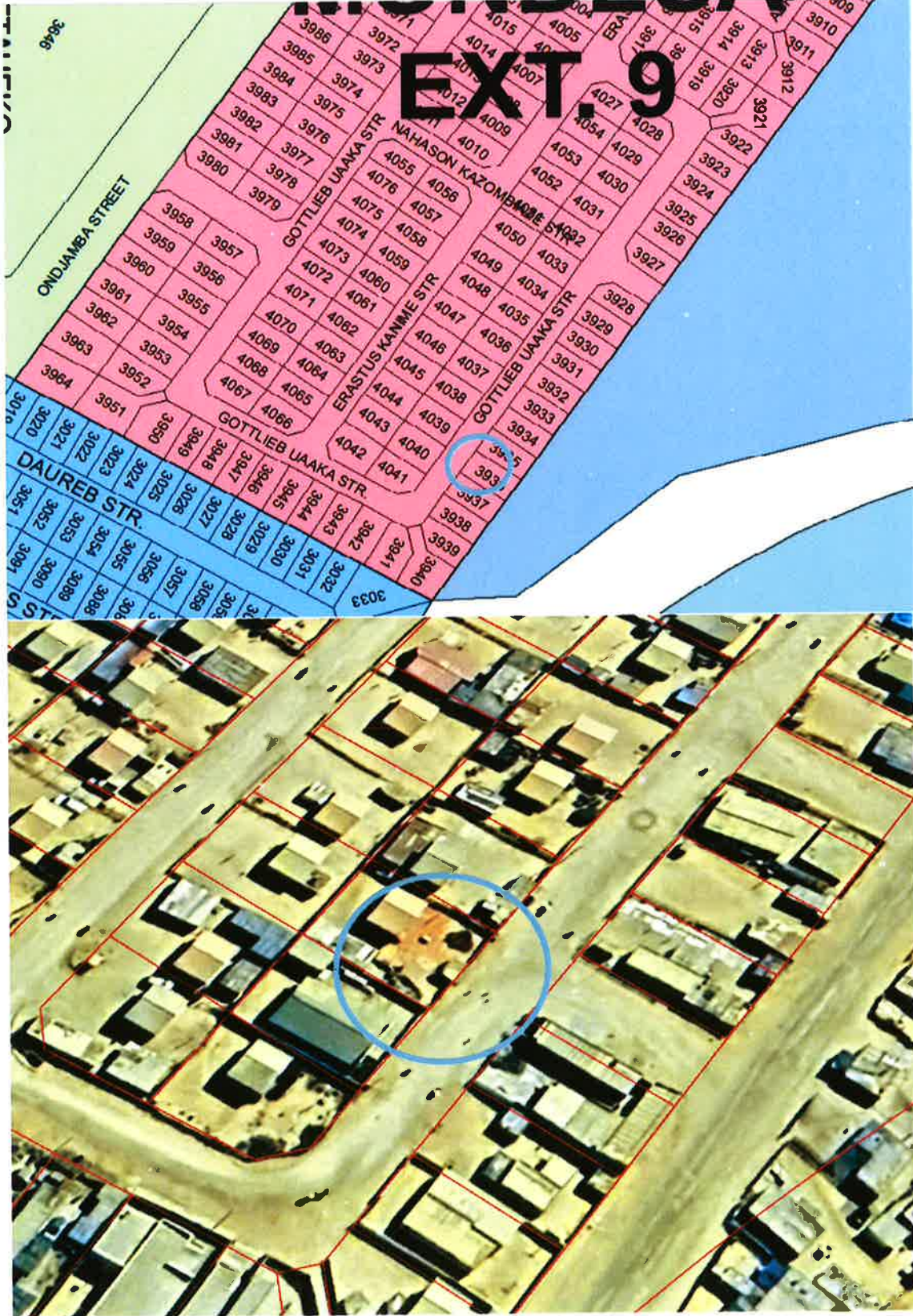
Although it is essential to maintain the pre-emptive condition for the integrity of the Mass Housing Development Programme and to ensure that properties are used for their intended purpose, factors like loss of employment and illness are beyond human control.

It is proposed that the land value which is N\$ 68 000.00 is paid to Council by Mr Hamukoto as a penalty for breach of contract, upon transfer of the property.

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

RECOMMENDED:

- (a) That Council takes note of the application to cancel the pre-emptive condition for Erf 4039, Extension 9, Mondesa.
 - (b) That Council approves the request for the cancellation of the pre-emptive condition on Erf 4039, Extension 9, Mondesa from Mr. Jonatana Hamukoto and Ms Klaudia Frans to Maria Napopye Isak, citing that Mr. Hamukoto is unemployed, due to illness.
 - (c) That Council takes note that Maria Napopye Isak is not on the Master Waiting List but is a first-time homeowner.
 - (d) That the donation of Erf 4039 be revoked and the land value of N\$68 000.00 be paid to Council by Mr. Hamukoto, upon transfer along with any arrears on the services account.
-



MASS HOUSING

Home Loan Sales Agreement

entered into by and between

NATIONAL HOUSING ENTERPRISE
(Constituted under Act 5 of 1993)
7 General Murtala Muhammed Avenue, Eros
P.O.Box 20192
Windhoek
Tel: +264-61-2927 111
Fax: +264-61-222301

(Herein represented by **Karl Schroeder** in his capacity as
Regional Manager: West and duly authorized thereto)

(Herein referred to as the **SELLER**)

AND

NAME OF PURCHASER: JONATANA HAMUKOTO & KLAUDIA FRANS

IDENTITY NUMBER: 700306 0095 2 & 701216 1016 0

PO BOX 2
SWAKOPMUND
TEL NO:
CEL NO: + 264 (0) 81 317 3126

MARITAL STATUS: MARRIED
(Herein referred to as the **PURCHASER**)

J.H. LA

9. VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or canceling this agreement, and no waiver whether specifically, implicitly or by conduct of any right to enforce any term of this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties. The parties agree that this Deed of Sale constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein and signed by the parties hereto.

10. TRANSFER AND COSTS:

It being the SELLER'S prerogative to do so, the SELLER will appoint a conveyancer or conveyancers to carry out all conveyancing work in connection with the transfer of the IMPROVED PROPERTY to the PURCHASER. The SELLER shall pay transfer duty, stamp duty and all expenses of transfer, including Conveyancer's charges, and Bond fees, where applicable.

Transfer shall be effected as soon as possible after all required documents have been signed by the PURCHASER and the PURCHASER having satisfied the SELLER's Conveyancers that the full purchase price is on call for the SELLER'S benefit.

11 REVERSIONARY RIGHT

PARTIES agree that the PURCHASER, PURCHASER'S HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS shall not sell, or dispose the PROPERTY herein sold, to any person within a period of TEN (10) years calculated from the date of purchase, which period includes weekends and public holidays. Should the PURCHASER, PURCHASER'S HEIRS EXECUTORS, ADMINISTRATORS OR ASSIGNS intend or wish to sell or dispose the PROPERTY, the NHE shall then buy back the PROPERTY from the PURCHASER, PURCHASER'S EXECUTORS, ADMINISTRATORS OR ASSIGNS at a market related price.

J.H. *L.H.* *A.R.*

13 JURISDICTION

13.1. For the purpose of resolving any dispute, which may exist or occur between the parties such disputes may be instituted either in the High Court of Namibia or the Magistrate's Court whichever has jurisdiction in regard to the dispute, being a court otherwise competent and with jurisdiction over the person of the parties in that each of them either resides, carries on business, or is employed within its area of jurisdiction.

SIGNED at WALVIS BAY on this 07 day of November 2016

Witnesses:

1. [Signature]

2. [Signature]

(Signatures of witnesses)

[Signature]

(Signature of SELLER)

SIGNED at WALVISBAY on this 07 day of November 2016

Witnesses:

1. [Signature]

2. [Signature]

[Signature]

(Signature of Purchaser)

[Signature]

(Signature of Spouse)

2022-11-16

WR/db/0516872

**DEED OF TRANSFER
NO T.**

T 7988 / 2022

MUNICIPAL COUNCIL OF SWAKOPMUND

to

**JONATANA HAMUKOTO
and
KLAUDIA FRANS**

**ERF NO. 4039, MONDESA
(EXTENSION NO. 9)**



ENSAfrica | Namibia
Incorporated as LorentzAngula Inc.
tel +264 61 379700

Prepared by me

[Handwritten Signature]
CONVEYANCER
ROSSOUW, WJ

Waiver of Preference on Allocation Duty
 No. 11-21
 B. 547.3
 90 000,00
 1/11/2022
 206 698,00

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

7988 2022

THAT WILLEM JACOBUS ROSSOUW

appeared before me Registrar of Deeds at Windhoek, he/she the said Appearer being duly authorized thereto by a Power of Attorney granted to him/her by the

MUNICIPAL COUNCIL OF SWAKOPMUND

dated the 20 April 2022 and signed at SWAKOPMUND

[Handwritten marks]

Prepared by me:

CONVEYANCER
THOMPSON E**APPLICATION FOR CANCELLATION OF PR-EMPTIVE RIGHT
IN TERMS OF SECTION 68(1) OF THE ACT 47/1937**

I, the undersigned,

JOSEFINA NEKONGO,
In my capacity as Manager Legal Services, Compliance, Risks/Company Secretary
Duly authorized by a resolution, approved by the NATIONAL HOUSING
ENTERPRISE (Instituted by virtue of Act no. 5/1993)Hereby certify that in terms of Section 59 (6) of Act No. 23/1992, the pre-emptive right in
terms of Section 233 of Ordinance 13 of 1963 registered in respect of

CERTAIN : ERF NO. 4039 MONDESA (EXTENTION NO.9)

SITUATE : In the Municipality of SWAKOPMUND
Registration Division "G"
Frongo Region


EXTENT : 352 (Three Five Two) Square metres


HELD BY : Deed of Transfer No. T. 7988/2022

in favour of the National Housing Enterprise consented to the Cancellation of the Pre-
Emptive.

SIGNED at Windhoek on this 02 day of AUGUST 2024

AS WITNESSES:

1. 

2. 



 J NEKONGO

Yours Sincerely,
Delicia J. Phillips



NESHUKU & ASSOCIATES INC.

ATTORNEYS AT LAW

Legal Practitioners • Swakopmund

Office Manager

Am Strand No 6, Tobias Hainyeko Street, Swakopmund

Tel: +264 64 463905 | Fax: +264 64 463906

Email: phillipsd@neshuku.com.na

From: Delicia Phillips [mailto:PhillipsD@neshuku.com.na]

Sent: Wednesday, 31 July 2024 09:01 am

To: 'ANduuvundi@swkmun.com.na' <ANduuvundi@swkmun.com.na>

Cc: 'sarah Ngundja' <sarah.ngundja@gmail.com>

Subject: CONSENT FOR ERF 4039 MONDESA EXT NR 9

Good Day Ms Nduuvundi

Please find attached Consent to be signed by Council for the above mentioned client.

As indicated on the attached Deed of Transfer, permission was already given to the client to sell the property and the waiver was done by the Deeds office however the transaction was Rejected as they requested our office to provide them with a signed consent

Your assistance herein will be greatly appreciated.

Yours Sincerely,
Delicia J. Phillips



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

Ref No: **M 4039**

Enquiries: *Nikolas Ndeikonghola*

13 August 2024

Neshuku & Associates Inc.
SWAKOPMUND
13001

phillipsd@neshuku.com.na

Dear Madam

MASS HOUSING DEVELOPMENT PROGRAMME: SALE OF ERF 4039, EXTENSION 9 MONDESA, TO A THIRD PARTY

We acknowledge receipt of your email on **31 July 2024**, the content whereof noted.

Kindly take note of the condition of sale registered in the title deed, that the property may not be alienated within a period of 10 (ten) years from the date of transfer, until **24 November 2032**.

The beneficiary is advised to write a letter to Council, stating their grounds of request for cancellation, whereafter the matter will be referred to the internal decision-making forums and the beneficiary will be responded to accordingly.

Should you have any enquiries, do not hesitate to contact Mr Nikolas Ndeikonghola at 064 410 4232/ nndeikonghola@swkmun.com.na.

Yours sincerely,

Mpsai
Mpsai Haingura
GENERAL MANAGER, CORPORATE SERVICES & HC




ANNEXURE "G"

J Hamukoto
P.O. Box 2
Swakopmund, Namibia

5th August 2024

Municipality Of Swakopmund
P.O. Box 53
Swakopmund

Dear Sir/Madam,

Re: Request for Waiver of Condition for Property Sale Consent

I am writing to you regarding the property located at Erf 4039 Mondesa Extension 9, Swakopmund, for which I am requesting the Municipality's consent to proceed with the sale. I have recently secured a first buyer for the property in question, as per the instructions provided by the Namibia Housing Enterprise (NHE).

Upon approval from NHE to sell the property, I was under the impression that all necessary authorizations and permissions had been obtained for the transaction to proceed smoothly. It has come to my attention only recently, through the information provided by the transfer attorney in charge of the transaction, that the Municipality's consent is required for the sale of the property. I was not previously aware of this requirement, and I sincerely apologize for any oversight on my part. I believe that the sale of the property is in compliance with all relevant regulations and guidelines, and I am seeking the Municipality's understanding and cooperation in this matter.

I am currently facing personal circumstances that have led me to the decision to sell the property. Due to no longer being employed, I am finding it increasingly difficult to manage the property and keep up with monthly payments and utilities. This has resulted in accumulating debts that may have a significant impact on my financial well-being in the future. Given the urgency of my situation and the financial challenges I am facing, I kindly request the Municipality of Swakopmund to waive the condition requiring prior consent for the sale of the property.

I assure you that all necessary steps will be taken to ensure that the transfer process is completed in accordance with all legal requirements and procedures. I would greatly appreciate it if the Municipality could expedite the review and approval process to avoid any delays in finalizing the sale.

I have attached additional information or documentation that may be required to facilitate this request.

Your responding to this matter is highly appreciated.

Yours Sincerely,

Hamukoto

J. Hamukoto

Nikolas Ndeikonghola

From: sarah Ngundja <sarah.ngundja@gmail.com>
Sent: 03 October 2024 08:34 AM
To: Nikolas Ndeikonghola
Cc: Aina S. Nduuvundi; PhillipsD
Subject: Re: Consent letter for Erf 4039 Mondesa

Dear Nicolas,

I trust is email finds you well.

I would like to follow up whether we get responding from the council or we still waiting.

And regarding with Mr Hamukoto medical condition report . He visited the hospital , the Dr confirmed that he has colonic decease however, they only issue medical report on official request. If the municipality need the patient report, therefore municipally should have some form or official letter in request of such report. So he was not able to get it.

Let's know how your office an assist in this matter.

Thank you!

Yours in Real Estate,

Sacara Namutenya Ngundja,
(Sales Agent)
Mobile: +26481 2755508
Email: sarah.ngundja@gmail.com

On Wed, 18 Sep 2024 at 7:27 AM, sarah Ngundja <sarah.ngundja@gmail.com> wrote:

Dear Nikolas ,

I trust you're doing well.

Referred to above matter , what is the current update on this matter?

Your responding will highly appreciated.

Thank you!

Yours in Real Estate,

BO080-Current Account Details

AS

Account Number: 70403900029 OWNER J HAMURCIC
 Term-D: Stand: 001 070 00004039 00000 0000 0000
 Clearance Appl. Date: Addr: 4039 EXT 9
 Clear Cert. Print: N Post. Add: F C BOX 2
 Sect-Title: SWAKOPMUND
 Clear. Dates from: to: 13001
 ID: 70030600952 Cmplx:
 Total H/O: Coll:
 Deb Tp: 02 - DOMESTIC

202410 PENDING / UNALLOCATED Receipts

Option	Trans Code	Description	Debit	Credit	Vol
Option	20240923	BALANCE B/F	12783.73		
		TOTAL	12783.73		
		CURRENT BAL:	12783.73		
		CASH UNTEL- 20240923			

No-Dep: No-Notes: €9 No-Ext/Arr: Due-Date: 20241007

11.1.17 **INFORMATION AND RECORDS MANAGEMENT POLICY**
(C/M 2024/11/28 - 8/P, 2/P)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.17** page **230** refers.

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

1. The Information and Records Management Policy was approved by Council on **30 May 2013** under item 11.1.19. with no changes identified.

"That the draft Information and Records Management Filing Policy and Disaster Management Plan be approved and that it be submitted to Messrs The Document Warehouse for finalization."

2. It is important for the Municipality to have an agreed institutional Information and Records Management Policy, to ensure the highest possible level of support for the records management process. It establishes principles, responsibilities, and requirements for managing the records of Council to ensure that the institution complies with the National Archives Act 12 of 1992, and other regulations, policies, and best practices for managing records. The policy, therefore, provides the specific guidance and operating procedures governing records management in the Municipality.
3. **Attached, is** the reviewed Information and Records Management Policy for consideration.

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

RECOMMENDED:

That Council approves the Information and Records Management Policy and that it be reviewed every five (5) years.



SWAKOPMUND

Information and Records Management Policy





Prepared by

Records / Archives Section

Policy Name: Information and Records Management Policy			
Previous Version			
01			
SIGN-OFF			
Date approved by Council:	Chief Executive Officer Name:	Signature:	Version number: 02
Item Number:			



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1. INTRODUCTION

Document and Records Management is the efficient and systematic practice of identifying, classifying, archiving, and destroying of records in both electronic and paper formats in a controlled and traceable manner. This happens through their entire lifecycle, which is from their creation to destruction. This includes processes for capturing and maintaining evidence of and information about business activities and transactions in the form of records, to realize the objectives as set out in Section 7.

Municipality of Swakopmund document and records management is undertaken in accordance with the provisions of the Archives Act, 1992 (Act No. 12 of 1992), to which the Municipality of Swakopmund as a statutory body is subjected to, as well as all other pertinent Namibian legislation pertaining to information management.

The Chief Executive Officer of the Municipality of Swakopmund will ultimately be accountable to the Head of Archives for record management within the Municipality of Swakopmund while the Records and Archives Section in the Corporate Services and Human Capital Department will be responsible for the implementation of this Policy.

2. DEFINITIONS

The Archives Act, 1992 (Act No. 12 of 1992), currently interprets a "document" as "a combination of any medium and the information contained thereon or therein". Thus, a "document" includes, for example, all paper-based, electronic or magnetic tape based records, which the Municipality of Swakopmund receives or creates during the conduct of its business. It would therefore include records such as hard copy documents, maps, audio records, drawings, photographs, videos, microfilm and microfiche, as well as documents in electronic format, such as e-mails and their attachments, instant messages, web content, documents stored on laptops, desktop computers, and within Electronic Document and Records Management Systems (EDRMS), ESS (Payday Leave System) File Tracking System or databases.

A record is any information created, received, and maintained as evidence by the Municipality of Swakopmund, in pursuance of legal obligations or the transaction of business.

3. LEGAL FRAMEWORK

By managing its paper based records and electronic records effectively and efficiently the Municipality of Swakopmund strives to give effect to the accountability, transparency and service delivery values contained in the legal framework established by:

- Constitution of the Republic of Namibia
- Archives Act (Act No 12 of 1992)
- Local Authorities Act
- Access to information Act (Act No. 8 of 2022)
- Electronic Transaction Act (Act 4 of 2019)
- Other legislation, regulations, voluntary standards as identified by the Municipality of Swakopmund

This Information and Records Management Policy has been designed for the exclusive use of the Municipality of Swakopmund and may not be used by any other office without the express permission of the Municipality of Swakopmund.

4. BENEFITS OF AN EFFECTIVE RECORDS MANAGEMENT PROGRAMME

ISO 15489: 2001 Records Management Standard defines a records management program as;

"The field of management responsible for the efficient and systematic control of the creation, receipt, maintenance, use and disposition of records, including the processes for capturing and maintaining evidence and information about business activities and transactions in the form of records".

According to ISO 15489 an effective Document and Records Management Program provides:

- Greater assurance of legal compliance to minimize liability and non-compliance impacts
- Reduced risk information loss
- Greater assurance of meeting evidential requirements in the event of disputes or litigation
- Improved customer service with faster retrieval of records
- Improved staff productivity through easier access to and better sharing of information
- Reduced storage costs through elimination of unnecessary and duplicate documents
- Ensured safety of vital records
- Efficient, cost-effective records retention and disposal system

5. LONG TERM VISION

The Municipality of Swakopmund realizes that records' management and archiving is in a process of moving from a paper based system to an electronic system which will, in the long term result in a paperless office environment.

During this transition phase, which is likely to happen over a number of decades, the need exists to run parallel paper and electronic systems.

It might be logical, economical and practical to convert some existing paper based records and similar technology to digital record formats.

It is the vision of the Municipality of Swakopmund to set up systems and strive for a long term vision of creating a paperless environment for all documents and records handled in the Municipality of Swakopmund.

6. SCOPE OF THE POLICY

In line with the Archives Act, 1992 (Act No. 12 of 1992), this Policy covers all documents and records whether in electronic or paper format, as well as the conversion from paper to digital records created and received by the Municipality of Swakopmund, whether at head office or in decentralized Section or Department in the course of pursuing its business. All staff who are creating and handling records of the Municipality of Swakopmund should be familiar with the Records Management Policy. This policy is a parastatal-wide policy and will also apply to temporary, contract employees who interact with the records during their working relationship with the Municipality of Swakopmund.

7. OBJECTIVE OF THIS DOCUMENT AND RECORDS MANAGEMENT POLICY

The objective of this Policy is to ensure that the records of the Municipality of Swakopmund are created and maintained in the following manner:

- Document decisions and decision-making processes relating to the Municipality of Swakopmund's policies, functions, programs, and service delivery should support the business objectives.
- To manage the Municipality of Swakopmund's records for the length of their required usage, from their creation to their disposal, regardless of their medium or format, to ensure their authenticity, reliability, usability, integrity, and non-repudiation of provenance.
- To support evidence, based on transparency and accountability in governance.
- To protect essential information to ensure the continuity of the Municipality of Swakopmund key services.
- To preserve information which has socio-economic and historical value for the Municipality of Swakopmund and for Namibian citizens.
- To dispose records containing information no longer required for legal, operational, socio-economic, or historical purpose in a timely, legal and responsible fashion.
- To classify and protect confidential information.
- To ensure appropriate access to records for all authorized users; and
- To meet legislative and regulatory requirements.

8. ACCOUNTABILITY FOR RECORDS MANAGEMENT WITHIN THE MUNICIPALITY OF SWAKOPMUND

- 8.1 In terms of section 4 (1) and the definition of "head of office" in section 1 of the Archives Act, 1992 (Act No 12 of 1992), as the Chief Executive Officer of the Swakopmund Municipality, is accountable to the Head: National Archives for Nampost's Document and Records Management Programme, that is, the proper custody, care and filing and disposition of records. The Archives Act, 1992 (Act No 12 of 1992), makes no provision for delegation of this responsibility. The Chief Executive Officer of the Municipality of Swakopmund has overall responsibility for the Document and Records Management Programme.
- 8.2 The Records and Archives Section in the Corporate Services and Human Capital Department will assist the Chief Executive Officer of Municipality of Swakopmund, in meeting his/her responsibilities in terms of the Archives Act, 1992 (Act No.12 of 1992), and must also ensure the satisfactory execution of this Policy.
- 8.3 The Records and Archives Section in the Corporate Services and Human Capital Department will be responsible for the following:

Development, and maintenance of a File Plan for use in sections in accordance with the requirements of the National Archives Act, (12 of 1992):

- Develop a Retention Schedule.
 - Provide technical assistance in all matters of paper filing systems, including filing cabinets, file types and all related matters.
 - Arrange for archiving services, including sorting, packing, indexing, retrievals, re-filing, disposal approvals for National Archives, destruction and destruction certificates as required by users from time to time.
 - Training in Information and Records Management.
- 8.4 The Records and Archives Section in the Corporate Services and Human Capital Department is responsible for day to-day maintenance of electronic systems that store records. The Head: Service Delivery will work in conjunction with the Archivist to ensure



that electronic records are properly managed, protected and appropriately preserved for as long as they are required for business, legal and long-term preservation purposes.

8.5 All the Municipality of Swakopmund users should recognize that all the records they create, receive or maintain in the course of the Municipality of Swakopmund's business are official records of the company and that they are accountable to their supervisors for the management and care of records under their control in terms of the requirements of this Policy, for:

- Documenting their activities and decisions in the Municipality of Swakopmund official systems of filing

8.6 Applying the record management principles, standards, and practices of this Policy and its procedures in the daily performance of their duties:

- Identifying and complying with their record and document management requirements, in conjunction with their Head of Unit, or local Records Officer, and the Municipality of Swakopmund Archivist and Head: Service Delivery.

9. SPECIFIC TECHNICAL ASPECTS OF THIS POLICY

The following aspects of Information and Records Management are;

9.1 Hard copy documents

The Municipality of Swakopmund makes use of a centralized mail handling policy, whereby the retrieval, retention and transfer of records are better controlled.

The Head Archivist, Municipality of Swakopmund Registry is responsible for:

- Receiving all mail addressed to PO Box 53, Swakopmund
- Receiving all e-mails via CEO's Office and all internal staff members
- The distribution of incoming mail
- Receiving mail to be posted, and posting thereof
- Distributing internal correspondences
- The delivery of internal mail throughout the Municipality of Swakopmund
- Documenting procedures for all the above are included in the Municipality of Swakopmund's records management procedures
- Facilitate the request of disposal authorities.
- Perform Inspections

9.2 Facilitate the transfer of records / archives to off-site storage or National Archives E-mail messaging

The electronic mail system owned by the company is to be used primarily for company business. (Occasional private use of the e-mail system will be acceptable).

The Municipality of Swakopmund respects the right of privacy of its employees and does not monitor e-mail as a routine matter. However, the Municipality of Swakopmund reserves the right to access them, view the contents and traffic patterns.

Staff members are responsible to file their official e-mail messages, including attachments,

according to the File Plan approved by the different sections in consultation with the Archivist.

9.3 Own generated records

The different General Managers of the different Sections and Departments in close conjunction with the Records and Archives Section in the Corporate Services and Human Capital Department will set up a local File Plan for hard copies and use the Electronic and Document Records Management Systems (EDRMS) of the Municipality of Swakopmund to file all own generated documents and records in accordance with the Official File Plan of the Municipality of Swakopmund.

The Archivist will inspect filing system from time to time and report failures to The Records and Archives Section in the Corporate Services and Human Capital Department.

The Records and Archives Section in the Corporate Services and Human Capital Department will:

- Investigate technologies, options and systems to be used as electronic document and Records Management throughout the systems
- Purchase and implement the chosen systems
- Train all users in the Municipality of Swakopmund

9.4 Conversion of paper records to digital records

The Records and Archives Section in the Corporate Services and Human Capital Department will ensure that:

- Investigate technologies, formats, equipment, procedures and guidelines to convert paper documents to digital images
- Develop systems, procedures and guidelines to convert paper records to digital records and to metadata to make images easy retrievable and
- Integrate the digital images with the chosen Electronic Document and Records Management Systems (EDRMS).

9.5 Filing systems and care of records

9.5.1 The General Manager of each Section or Department will ensure that approved systems of filing are:

- Implemented and will be maintained for all current records under their control, i.e. for:
 - Correspondence in paper format
 - Non-correspondence records in any format whatsoever, such as administrative and financial registers, customers contracts, drawings, publications, photographs, films, videos, sound recordings, etc
 - Electronic records and electronic correspondence (i.e. e-mail messages)

9.5.2 The Records and Archives Section in the Corporate Services and Human Capital Department should actively discourage the holding of corporate records in personal File Plans which do not form part of the Municipality of Swakopmund's approved File Plan.



9.5.3 The General Managers of each Section or Department will ensure that:

- Non-electronic records received or created by the unit, whether in current use or not, are stored according to the formally approved filing system, in order, and on shelves or in cabinets
- In conditions which protect them from physical damage, theft, unauthorized access and unauthorized amendment
- Once documents reached the end of their active phase documents should be transferred to standard archived boxes for offsite storage in a facility approved by the National Archives of Namibia and as per instruction of The Records and Archives Section in the Corporate Services and Human Capital Department.
- Electronic records, including official e-mail messages, received or created by the unit, are stored in the appropriate Section or Department on the Municipality of Swakopmund's server, until they are either transferred permanently to the Records Management Unit or destroyed in terms of an approved Records Disposition Authority

9.5.4 The Records and Archives Section in the Corporate Services and Human Capital Department and the Archivist will ensure that:

- Appropriate corporate and unit Section or Department is provided on the central Municipality of Swakopmund's server/s for storing programmes and records pertaining to the business functions and activities of the Municipality of Swakopmund
- The workspace allocated ensures that the provenance (origin) of the software and records stored within it is clear.
- Appropriate metadata is kept regarding electronic records to ensure their accessibility and long-term preservability.

9.5.5 Policies and processes pertaining to programmes and records are documented, at least with regard to:

- Internet and e-mail access
- Security and access control
- Physical loss and damage control including
- Daily, weekly, and monthly back-up
- Secure storage off-site or at disaster management
- The retention and deletion of software and records under his/her control, in terms of Records Disposition Authority
- Long term migration (data archiving) records designation for permanent preservation
- Disaster recovery

9.6 Retrieval of records

9.6.1 Records of the Municipality of Swakopmund which have been transferred into custody of the Municipality of Swakopmund approved Records Management storage area, are:

- Not open to any member, unless the Chief Executive Officer in consultation with the Head: National Archives has authorized such access upon written request
- Not accessible to any staff member, except to a staff member of the Section or



- Department who originally created or received the record, and who requires their reissue to the unit for the conduct of official business
- 9.6.2 Staff members of the Municipality of Swakopmund Records Management Section are required to exercise complete confidentiality pertaining to information to which they are exposed during the course of their duties.
- 9.7 Destruction of records
- The Head of each Section or Department will ensure that:
- 9.7.1 An approved disposal authority for all record types under their control, current as well as non-current, has/have been compiled and approved;
- 9.7.2 Destruction/transfer of records is carried out regularly in accordance with the provision of the records disposition authority, but at least once a year;
- 9.7.3 Before records are destroyed, it must be ascertained whether there are any new legal, evidential, or business reasons whether destruction for these records should be suspended;
- 9.7.4 At the time when records are destroyed in terms of a records disposition authority from Head: National Archives, a certificate of destruction is compiled and submitted to the Archivist of the Municipality of Swakopmund.
- 9.7.5 At the time when records are transferred to the National Archives or an approved off-site storage repository in terms of an approval Records Disposition Authority, a transfer list is compiled and submitted at the same time. Such transferred records may be reissued to a staff member of the Section or Department which originally created or received the record, and who requires them for the conduct of the Municipality of Swakopmund business.

The Records and Archives Section in the Corporate Services and Human Capital is responsible for this process.

10. VITAL RECORDS

Copies of vital records, i.e. documents that are vital for the survival of the company in case of a disastrous incident, will be kept at a secure off-site facility where it can be easily retrieved and used to rebuild the records of the company.

11. MONITOR AND REVIEW

This policy and the record keeping and records management practices of the Municipality of Swakopmund will be reviewed on a regular basis and will be adapted appropriately to ensure that it meets the business and service delivery requirements of the Municipality of Swakopmund.

12. EFFECTIVE DATE

This Document and Records Management Policy:

- Was approved by Council on 30 May 2013 under item No. 11.1.19 and becomes retroactively - effective from 01 July 2013.



- Will be reviewed at least every five (5) years from date of approval, or earlier if changed circumstances so require.

Chief Executive Officer



11.1.18 **RECORDS MANAGEMENT DISASTER PLAN**
(C/M 2024/11/28 - 8/P, 2/P)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.18** page **243** refers.

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

1. The Records Management Disaster Plan was approved by Council on 30 May 2013 under item 11.1.19. with no changes identified.

"That the draft Information and Records Management Filing Policy and Disaster Management Plan be approved and that it be submitted to Messrs The Document Warehouse for finalization."

2. One of the most important elements in developing a Records Management Disaster Plan is the identification of those disasters that may affect our records and recordkeeping systems.
3. Disasters are a real threat to all institutions and implementing a good disaster strategy or plan, it will allow the organization to meet legal and statutory requirements and to safeguard valuable records and information resources.
4. **Attached**, the reviewed Records Management Disaster Management Plan for consideration.

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

RECOMMENDED:

That Council approves the Records Disaster Management Plan and that it be reviewed every five (5) years.



SWAKOPMUND
M U N I C I P A L I T Y

RECORDS MANAGEMENT DISASTER PLAN

**Records Disaster Recovery for the
Municipality of Swakopmund**

NOVEMBER 2024



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Prepared by

Records / Archives Section

Policy Name: DISASTER MANAGEMENT PLAN			
Previous Version: _____ 0.1 _____			
SIGN-OFF			
Date approved by Council:	Chief Executive Officer Name:	Signature:	Version number:
Item Number:			



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INTRODUCTION

1.1 Background

It is of utmost importance that the records of the Municipality of Swakopmund is stored and protected to ensure the best possible endurance during a disaster and recovery thereafter. Procedures in place will enable the Municipality of Swakopmund to prevent disasters but also to provide plans of action when a disaster occurs.

Records are vital to any organisation's survival and success. They provide evidence of business activities, support decision-making processes, protect entitlements and rights, ensure organisational accountability, and form part of the historical and cultural resources available to our society.

The pre-disaster preparations described in this document are of a complimentary nature to the already existing emergency plans. These plans need to incorporate the specialised arrangements required by the equipment and conforms to industry regulations used in maintaining an Electronic Document and Records Management System (EDRMS) and an archive. In particular, building security, structural requirements, safety procedures, first aid, fire precautions, fire extinguisher systems, electrical hazards, gas hazards, water risks, chemical hazards and data protection.

1.2 Purpose of this document

- The purpose of this document is:
- To offer practical suggestions to prevent disasters
- To outline different disaster scenarios and describe disaster prevention protocols

1.3 Records which are covered in this document

Electronic and paper-based records

This document places a special emphasises paper-based records. Despite the increasing reliance on electronic records in doing business, 95 percent of the Records Centre's holdings are in paper formats and are especially at risk.

The focus on paper records does not imply that other record types, particularly those in electronic formats, are unimportant. Rather, paper records are more likely than electronic records to be affected by a disaster because they are less likely to have a redundancy system in place. However, the general principles are the same no matter what format are involved.

1.4 Disaster preparedness is a component of high-quality recordkeeping

Risk management techniques, good record-keeping practices and programmes for prevention and preparedness can reduce the likelihood of a disaster. Rapid response and recovery planning will ensure that organisations can react quickly to disasters, increasing the chances of controlling them and promptly restoring operations. Such actions can promote continued profitability or revenue flow and ensure business continuity. In addition, disaster management planning can be a significant catalyst to improve a records management program

1.4 Disasters that can occur

Major disasters affecting records occur infrequently and are unpredictable. Disaster recovery procedures when properly prepared for and well executed can save many valuable records.

Potential threats to records are the following:

- flooding
- fire
- theft
- insects
- infestation

2. Responsibility of the Archivist

The Archivist is responsible for ensuring the preservation and storage of all records in all formats that is in his/her custody.

The Archivist should conduct regular inspections in the individual components to ensure that their records management practices conform to the standards promulgated in the Act and the Disaster Management Plan stipulated by the company policy. The Archivist should liaise with the Head: Service Delivery to share information regarding the proper storage of electronic records and should be involved in the regular maintenance of records stored on electronic storage media. He/she should ensure that regular inspections are done and that the results of these inspections are also reported to the National Archives of Namibia.

Buildings and storage areas should be regularly monitored in order to maintain a stable, protective environment for records. The Archivist should develop a program whereby the building, temperature, humidity, air quality, and light in storage areas are monitored, pests are controlled, fire protection and safety equipment are checked and the presence of magnetic fields is monitored. The Archivist should also inspect the records themselves to monitor for signs of deterioration.

The Archivist should ensure that a proper disaster management programme is in place and communicated throughout the organisation and also ensure that staff is aware of the importance of security in the building and records storage areas.

3. Control and protection of records

3.1 Access

Access to records in the office is not normally open to members of the public. However, the Access to Information Act, Act No. 8 of 2022, section 30, and Archives Act, Act 12 of 1992, Section 10, subsection 6 stipulates that the Head of the office may authorise a person to have access with the consent of the Archivist.

All requests from researchers and persons wishing to consult records must be submitted in writing to the office of the Chief Executive Officer. The Archivist must personally make a thorough investigation as to the bona fides of the applicant to ensure that his/her perusal will not be detrimental to the office.

Persons consulting records must do so in a controlled area under the supervision of the Archivist.



The Archivist must first inspect and approve any researcher's research work before it is published, or in any way duplicated. Such a researcher must also be requested beforehand to donate two annotated copies to the head of the office. One of these copies must be sent to the Archivist.

Officials of the Municipality of Swakopmund must note that they have access to the records of the office only as far as is necessary for the carrying out of their duties.

The Archivist must ensure that no unauthorised person may, or is able to gain access to the registry, or the records store rooms during or after office hours. The following rules apply:

- The registry and records storage areas are closed during lunch and after office hours.
- The registry should not be left unattended. If this does happen, the door must be locked.
- The Archivist exercises control over all the keys.
- The registry and records storage areas may only be cleaned while one or more registry staff is present.

3.2 Protecting records against various perils

3.2.1 General

Records are constantly subject to perils that may either damage or destroy the physical record. Ideally, records should be stored in premises specifically built and equipped for effective record storage. This way records could be completely protected thus ensuring their durability.

It is essential that all records be effectively stored and protected. The heads of all governmental bodies must ensure that adequate steps are taken to ensure that the records in their custody are protected against the dangers discussed below.

3.2.2 Fire

This can be one of the most destructive dangers to records and all possible precautions should be taken to protect the records.

3.2.2.1 Position of record storage areas

The records should not be stored in areas near or alongside areas where flammable materials, like paint, petrol, etc. are stored as this could easily result in a fire breaking out.

3.2.2.2 Construction of storage areas

As far as possible, the walls, floors and roof should be constructed of non-flammable materials, like brick and cement. The doors should be sturdy, made from steel, preferably of fireproof nature and lock properly. The windows should be equipped with burglar proofing. Both the windows and doors should be constructed in such a manner that no unauthorised persons may gain access to the records to cause a fire. Electrical installations should be installed in such a way as to prevent electrical faults from causing a fire.



3.2.2.3 Shelving and cabinets

These should be constructed from non-flammable materials to provide additional protection to the records.

3.2.2.4 Fire sources

Flammable materials are not to be handled within the archive. For example: matches and paraffin. Oiled rags and wax used during cleaning can also lead to spontaneous combustion. Negligence is a common cause of fire.

3.2.2.5 Fire extinguishers

These should be easily available and in good working order. Water sprinkler systems are recommended, as certain extinguishing gasses are to be considered either poisonous or environmentally damaging. Wet paper may be dried easily with the proper application of certain techniques. The danger of ink running when in contact with water is negligible. Fire-fighting apparatus should be inspected according to manufacturer specifications. If a fire should break out, it should be extinguished as soon as possible. Staff should be adequately trained in the use of fire fighting equipment and aware of the dangers posed during fire fighting.

3.2.3 Water

Water on documents may result in the records becoming illegible if not immediately taken care of. Every precaution should be taken to avoid records being damaged by this peril. Unless in the case of a fire outbreak (refer to the previous section).

No water pipes should be in or near the registry or other record storage areas as these may leak, burst or flood the area.

Every possible precaution should be taken to prevent rainwater from entering the record storage area. Leaking roofs and water pipes should be repaired timeously to prevent records from being damaged.

When records are damaged by water, efforts to dry them should be made quickly. The recommended procedure is to separate the documents carefully, place the documents between sheets of blotting paper and with a fan direct dry air over the documents. Records should never be opened or placed in direct sunlight to dry. Hair dryers should not be used as they heat the air and heat is equally dangerous to paper.

3.2.4 Pests

Pests, plagues, fish moths, cockroaches, termites, rodents, like rats and mice, etc, may at times damage records. Records that are stored in cellars, attics and outbuildings are particularly vulnerable to these hazards. Damage can be prevented by **not** storing records in these areas and doing regular visual inspections.

Registry and other record storage areas should be regularly examined by the Registry Head and Archivist to check that none of these pests are found amongst the records. Regular fumigation of records storage premises should occur by utilizing pesticides that will not damage the records. The safety of personnel and the records must be considered before such



procedures are carried out.

3.2.5 Extremes of temperature and humidity

This peril is one that is gradual and least observed. In extremely damp and humid conditions, paper-based records become mildewed. While in extremely dry climatic conditions, paper records become brittle and break easily. The best way of protecting records against these conditions is to select premises that are not exposed to extremes of temperature and humidity.

At sea level, premises beneath ground level should be avoided as these areas are inclined to remain damp. In addition, sharp changes in temperatures should also be avoided in record storage areas. In urban and industrial areas, care must be taken against the effects of smog conditions, as the chemical constituents in the air are harmful to paper-based records.

However, care should also be taken to ensure that air can circulate freely inside storage areas to avoid records being infected with mildew. Records should never be stored against walls directly or on concrete floors as they emit moisture from outside which is then absorbed by the paper. Another important way of protecting records from being affected by extreme climatic conditions is to ensure that good quality stationery is used which increases the records' durability.

3.2.6 Light

When records are exposed to light, their durability is severely affected. Paper-based records bleach and the writing fades. This is particularly the case of records exposed to direct sunlight. However, even exposure to indirect sunlight and artificial light damages records over time. Thus, the records should not be exposed to direct sunlight. In the storage areas of those records consulted less frequently all light sources should be limited. The electrical lights should be switched off when nobody is working in the storage areas. Similarly, the lights between the shelves in registry should be off when files are not being sought or repacked.

3.2.7 Dust

The record storage areas should be cleaned and dusted regularly. Records should be kept in boxes and in cabinets in order to protect the records against dust. Dust provides breeding grounds for pests and can also affect the staff.

3.2.8 Handling

Constant handling results in records becoming damaged. Documents should be stored securely in file covers to provide protection from handling.

The file covers that an office considers using should be determined by the amount of physical wear and tear to which they will be subjected. The staff using the records should be encouraged to handle the records carefully in order to protect the records from being unnecessarily damaged.

3.2.9 Unauthorised removal

To prevent records from becoming damaged, removed or destroyed, the Archivist must ensure that measures are in place to prevent unauthorised persons from having access to registry and record storage areas during and after office hours. The control of keys to these areas should be



assigned to a specific person who should ensure that access to these areas only occurs under supervision. Precautions should also be taken to burglar proof all windows that are accessible from the street. A counter should be erected to separate the registry work area from the entrance so as to prevent the entry of unauthorised persons. Staff from other division/sections should not have free access to the records, including personal files.

4. Disaster Recovery Methods

4.1 Preparation

4.1.1 Equipment and materials

To ensure efficient recovery of records it is essential to have appropriate equipment and materials readily available. The following equipment and materials should be included in a disaster kit:

Paper towels	Mops, buckets
Sponges	Freezer paper
Labels	Paper, pencils
Scissors, tape	Plastic string, pegs
Clipboards	Plastic tubing
Absorbent cloths	Plastic paper clips
Rubber gloves	Torches
Surgical type gloves	Extension cords
Electric fans	Pliers
Blank newsprint	Roll of polyethylene plastic
Plastic garbage bins	Plastic bin liners

These items are stored where it is easily accessible to emergency response teams, with a backup store in a nearby off-site location. Equipment and materials are recorded on a special list of disaster prevention material.

Large and/or expensive items may be purchased or hired when required. Contacts for these materials should be determined ahead of time. These items are likely to include:

Plastic crates	Dehumidifier
Large fans	Archive boxes
Folding tables	Walkie-talkies
Blotting paper	Portable generator
Portable pump	Wet/dry vacuum cleaner
Portable lighting	Wooden pallets

4.1.2 Identify priorities for salvage

To assist in the efficient recovery of records it is essential to be aware of and identify the following categories of records

4.1.3 Vital records

Vital records are those deemed essential to reconstruct and continue organisation operations and to protect its organisational, legal and financial interests. Generally, only 2-3 per cent of



records are vital records. A vital record, it must be remembered, is not necessarily one with long-term value; it may only have short-term value, e.g. lists of people currently entitled to pensions. A list of vital records should be drawn up and available in the office of the Archivist.

4.1.3.1 General records

General records may include the following:

- permanent value general correspondence
- easily identifiable items or small groups of items of historical or artistic interest, e.g. plans or drawings
- diaries and personal papers
- records of personal interest, e.g. working papers
- control records, e.g. indexes, registers, address lists, etc.

4.1.3.2 Vulnerable records

These include magnetic tapes, photographic prints and films.

4.1.4 Computer systems requirements

It is essential that computer system programs are backed up on a regular basis.

4.2 Response

In the event of an emergency or disaster, safety and planning are the key components of a successful emergency response.

4.2.1 Emergency contact list

A list should be provided with contact names and numbers for Records Management staff.

4.2.2 Short-term response - stabilising the area and the records

A small group should enter first to determine response requirements - groups of unnecessary people should be prevented from getting in just to have a look. Eager volunteers should be prevented to start pulling material off the shelves straight away.

If the disaster is still under way, the first step is to stop the source of the problem. This may be as simple as putting a bucket underneath a leaking pipe, then getting the water turned off. Or pumping the affected areas clear of water.

Records in areas that have not been affected directly by the disaster need to be protected during the recovery. Shelving can be draped with plastic to avoid water on the floor splashing up onto records placed on lower shelves.

The disaster should be documented.

Once the source of the disaster is stopped and the situation stabilised, assessment of the damage can commence.

4.2.3 Survey

The aim with the survey is to gather the specific information needed to plan an appropriate



response. Information should be recorded in both note and photographic form. The survey should include specific assessments of the following:

- structural damage
- atmospheric conditions
- damage to shelving
- availability of building services
- are working areas affected
- are any storage areas affected
- records involved and/or at risk
- Is it a small (e.g. <100 items), medium (e.g. 100 to 1000 items) or large disaster (e.g. >1000 items)? Do we need to consider freezing some material, or can we manage air-drying for all of the material? What types of records are affected - all paper based, or a mixture?

4.2.4 Planning

Once the required response has been decided upon, planning the full recovery begins. This should begin as soon as possible, preferably before entry to the affected areas is allowed.

The aim is to determine the immediate actions needed to ensure that records are protected from further damage, stabilised (pending treatment) in the simplest available way and to work out priorities and requirements of equipment, materials and people.

4.3 Recovery: Techniques for working with records

Any recovery techniques implemented by staff must be centred on protecting records from further damage, stabilising the records and bringing them back to a useable condition.

At this point, after surveying the extent of the damage, two options can be followed: A disaster recovery company can be contracted to do the salvage; or the Municipality of Swakopmund personnel can do it themselves.

If it is decided that the Municipality of Swakopmund personnel should do the salvage, the following steps should be followed.

4.3.1 Preparing the work area

Once the extent of the disaster has been established, a recovery area needs to be prepared. One team of people should be allocated to setting up the recovery area while other teams are doing simultaneous jobs.

The location of this area should be as close as possible to where the disaster occurred. If it is at a different site, a refrigerated, or at least air-conditioned, van should be employed to prevent wet material from warming up and encouraging mould growth.

Trestle tables will need to be set up in the area, covered with plastic (to stop them soaking up moisture), then butchers paper to help absorb moisture out of the material being salvaged. The area should ideally have air conditioning, or at least good air circulation. This can be achieved by using fans, dehumidifiers and (if the weather is fine) opening doors and windows. Extra heating should NOT be employed as dryer, warm and/ or moist air encourages mould growth.

The materials needed for the salvage operation should be brought from the storage area to the



area where the disaster occurred. The tables should be set up in such a way that there is enough space between the tables for people and trolleys to move. Drying lines should be strung up, tables covered, and interleaving paper prepared.

If the material has been exposed to mud, it would be a good idea to have access to clean running water. Under the supervision of a conservator, this can be used to clean built-up mud off the outside of damaged records. If conservation help is not available, the material should be left dirty, and the dirt brushed off once it is dry. Dirty folders and boxes can be transcribed later and thrown away.

One part of the area should be set aside to remove dried material to, before it is sorted and re-shelved. This area should be kept dry with another dehumidifier to prevent moist air from the recovery area moving into the dry area. Alternatively, a separate resorting area in another part of the building can be set up.

4.3.2 Removing records

At the same time as the drying area is being set up, another team should be at the disaster site securing the area, and making removal of the effected records easier. They should remove any standing water by vacuuming or mopping, pick up any loose material on the floor (recording its location) that may get walked on, safely install a dehumidifier to get the area drying, and make sure staff access is safe and easy.

Once the records are accessible and the drying area is set up, removal of the records can begin. If untrained staff is to be employed for the packing and salvage of records, on-site consultation should be sought to aid workers in the successful removal of records.

Priority material should be removed first. Some material that can be replaced may not need to be salvaged at all, for example in-print book titles, copies of computer tapes. A full list of material being thrown away should be made to enable it to be fully replaced.

- Remove wet records. Work from the top shelves first and work down to prevent the shelves becoming too heavy and falling over.
- Boxed records should be kept in their boxes until they are in the drying area.
- Trolleys should be used to move the records, as wet records will be heavy.
- A record should be kept of all the material moved by listing record number ranges, the shelf they came from and where they were moved.
- Materials not boxed already, for example books or registry files, should be packed into plastic crates, spine side down:
- Labels or other identifiers that have become loose should be attached to the material to avoid losing it. The label should be placed inside the cover, or if it is lost, the location or other information should be pencilled onto a new piece of paper and packed with the item.
- Crumpled pages should not be straightened at this point. Pack the open books or files 'as is', avoiding crushing them.
- Burnt or charred material can be temporarily wrapped for transportation in strong paper, or a disposable file cover/manila folder to protect the highly fragile paper. Burnt and wet material should also be given support. Freezing burnt material should be considered, as that will require an involved and time-consuming salvage operation.
- Do not pack records into the crates tightly, as the wet paper may start to mesh together under pressure.
- Boxes should not exceed the weight recommended by Occupational Health and Safety



officers.

All rare, intrinsically valuable and delicate material should be prepared for freezing separately from other materials and in separate categories so they can be located and identified for treatment by a conservator.

For pre-evaluation packing, paper records can be packed in plastic crates and taken by trolleys to the vehicle. Plastic crates are better for very wet records than cardboard boxes, which can sag and break with moisture and pressure. Volumes should not be flattened, simply packed as they are. They should be taken to the evaluation manager at the treatment site.

For post evaluation packing where there are small amounts of damaged materials, debris can be washed away under cold running water (if clean) by experienced people unless the material is fire damaged or contains soluble inks and dyes. Volumes, books or groups of papers should be held in two hands and dipped into containers of clean water, or a hose should be gently applied providing the water is not contaminated. No materials should be scrubbed. In cases where there are vast amounts of material to pack, washing may not be viable.

Rare manuscripts and books should not be packed with deteriorated or brittle materials because of the chances of acid migration during drying.

The following packing rules should apply:

4.3.2.1 Volumes

Very wet volumes should be packed separately and vertically with their spines down. Volumes of similar size should be packed together in a single layer and supported so that they do not bend. There should be a little space left in the boxes to allow for their expansion when frozen. If it is likely that dyes from the covers of volumes will run, or if time allows, they should be wrapped. Use wax or freezer paper, not plastic or plastic coated paper.

4.3.2.2 Documents, files and cards

- Wet files should be wrapped in batches that are not more than 10cm deep. Large items should be packed flat on the bottom so that they will not sag. If wet file covers are removed because of damage care should be taken to identify loose documents.
- Soaking wet bundles of wet paper that sustain damage should be packed into large plastic bags or packed on their side in boxes. Do not try and separate them as it is labour intensive.
- Scattered sheets should be placed together in relation to their location and the approximate location noted.
- Files and cards should be left where possible in the original boxes, unless the contents are dry and can be taken out and put in dry boxes without risk of damage.
- Burnt, scorched or dirty records should be supported on single sheets of uncoloured cardboard or heavy paper when transferring to crates.

4.3.2.3 Microfilm

Microfilm should be left in storage cartons and secured with rubber bands to retain labels.

4.3.2.4 Maps and plans



Large format items such as building plans should be interleaved with blotting paper and polythene and placed on flat supports (may be several on each). Do not build up too much weight.

When packing items, information about the item and its location should be recorded. If records are not in boxes or containers, or if the containers have no identification, label each box or bundle showing the location and identification if possible. Use a soft pencil and paper to write on labels which should be tied onto boxes or bundles. Do not use coloured paper, felt tipped or ballpoint pens or writes on the records themselves. Crates should be numbered and the numbers added to documentation, and the removal and destination of boxes should be recorded.

Material should not be piled on top of each other or moved in large batches. It should not be left packed for more than a few hours. If the journey to the freezing facility is long, refrigerated vans are desirable.

4.3.3 Stabilising and drying methods

4.3.3.1 Water

There are a number of stabilising and drying methods that can be used in the recovery phase of disaster management. It is important to remember that different types of materials need different techniques, and that different types of damage may require different recovery options. Below are general tips on stabilising and drying water damaged paper-based materials. However, advice should be sought from a trained conservator before proceeding. Whatever method is chosen, dried materials should be monitored for potential mould growth.

4.3.3.2 Dry air purging or dehumidifying

Dry air purging can be used if records are not soaking. A building or site is sealed in plastic sheeting and dry air, at least 26°C and 15% relative humidity, is pumped in using desiccant or refrigeration equipment. The water vapour is then absorbed in the dry air. This method is rapid and has the advantage of being in situ, but is only useful when the whole site can be sealed off.

4.3.3.3 Air drying

Air drying can be attempted if it is within two days of the disaster and if material is not soaked. Otherwise, mould will start to grow, and items that are suitable should be frozen. Air drying may result in some distortion of items and should not be used for items with soluble inks.

Air drying requires a large space with good air circulation and temperatures below 21°C. Circulation may be encouraged by positioning fans and opening windows. If available, dehumidifiers can be used in the drying process to reduce relative humidity (ideally to 25-35%). Screening material such as window screens can provide an excellent compact drying surface which allows for air circulation.

4.3.3.4 Volumes

Closed volumes can be cleaned before drying, by washing off dirt or mud on covers and edges using clean running water and a sponge.

Books and volumes which can stand upright can be placed on paper towelling with their covers



slightly open and their pages lightly fanned. A gentle breeze from a fan can assist the drying process. Do not use heat as it will encourage mould.

Priority volumes can be dried by placing plastic sheeting on the floor, standing volumes upright with pages fanned (if their spines will support them), and then forming wind tunnels around them from cardboard or plastic sheeting. Cool air from fans can then be directed down the tunnels.

Interleaving can be used for wet volumes that cannot support their own weight. Loose sheets of paper towel or blotting paper can be placed at 1 centimetre intervals though the volumes. Do not allow interleaving materials to exceed a third of the thickness of the volume or the spine will be damaged (the exception is with coated papers where each page must be interleaved). Replace interleaving materials when wet.

If adhesives are sticking to the interleaving sheets, a release material such as nylon gauze should be used as a barrier between them.

4.3.3.5 Pamphlets

- Pamphlets and loose pages can be hung on lines or improvised drying racks providing you have enough space and assistance.
- Files
- Files should be removed from boxes carefully and laid flat. Bundles can be interleaved or pages turned regularly, ensuring that the original order is maintained for each bundle. Cool air can be directed to the pages, but ensure that it is directed upward rather than directly on the pages. Replace the interleaved sheets when they become wet.
- For saturated files, metal binders should be replaced with plastic tubing or plastic coating wire and pages fanned with some interleaving.

4.3.3.6 Maps and plans

Maps and plans can be interleaved with blotting paper and pressed dry under glass, perspex or thick board.

4.3.3.7 Fire

While water damaged materials do cause problems, simple techniques such as those described above can be used. The recovery of burnt collections presents additional problems. The effects of fire include heat, soot, burnt edges, melted coverings such as plastics, and possible water damage. The costs of restoration should be weighed against other alternatives. Burnt materials can be frozen, but any restoration other than basic cleaning, rebinding and re-housing should be left to an experienced conservator. Under the supervision of a conservator, the following can be performed:

- If minimally damaged, soot affected items can be cleaned with sponges or plastic erasers on the surface of the paper fibre.
- Sorted files may be carefully vacuumed to remove excess soot.
- Burnt edges can be guillotined if there is not a loss of information.
- Records damaged that require further treatment, can be minimally cleaned so the print is not obscured, then photocopied, and the file covers replaced and inscribed.
- Fragile paper can be reinforced by Japanese paper or supported by encapsulation.
- Bindings can be replaced.



slightly open and their pages lightly fanned. A gentle breeze from a fan can assist the drying process. Do not use heat as it will encourage mould.

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- Fragile paper can be reinforced by Japanese paper or supported by encapsulation.
- Bindings can be replaced.

4.3.3.8 De-infestation

Another stabilisation treatment that may be required is de-infestation of mould affected items. As some fumigants have proven to be carcinogenic, and others require careful handling, a consultant's advice should be sought before commencing any treatment.

Mould can be removed by fumigation or hand cleaning in separate area. Suitable masks and gloves should always be used and, if using fungicides, conservators should be consulted.

4.3.4 How to recover records

Records should be recovered in accordance with vital records schedules and priorities set for each functional area. These should be included in the counter disaster plan.

4.3.4.1 Paper-based records

See Section 4.3 for information on how to proceed with the recovery of paper-based records. See Section 4.2 for methods of packing paper-based records for transport. See Section 4.3 for a description of the best methods of drying paper-based records.

If dealing with non-paper media teams need to obtain assistance from professionals. Some general principles are explained below.

4.3.4.2 Magnetic media

If magnetic media (disks, audio, video) is damaged, teams should never try to make copies of it immediately because it might damage the hardware. If exposed to heat, an expert can inform agencies of the chances of preserving the information.

4.3.4.3 Floppy disks and diskettes

If floppy disks are wet, they should be placed upright in cold distilled water until recovery is possible. Do not dry or attempt to freeze them. If full backup copies exist, then damaged media can be destroyed and replaced. If they need to be salvaged:

- remove from plastic or paper sleeves
- open shell carefully, remove screws if present and remove the diskette from the shell (do not fold, bend, pinch or abrade or touch surface)
- use clean distilled water to remove debris
- gently blot dry with clean, soft lint less cloth or lay flat on a clean cloth to air dry for 8 hours
- when dry place in temporary shell
- copy the diskette
- check the integrity of the data and label, and
- discard the original.

4.3.4.4 Magnetic tapes

- Do NOT freeze because the moisture in the tapes will cause permanent damage when frozen.
- Do not use hot or warm air to dry as it will cause the tape to adhere.



Treatment of magnetic tapes will depend on the extent of water penetration. If full backup copies exist, then damaged media can be destroyed and replaced.

4.3.4.5 Dry tape

- Remove the jacket and check for condensation
- if no condensation is present, send to offsite storage
- if condensation is present, remove the water with lint free cloth, wind the tape off the reel, dry and clean the reel and copy or send to a recovery specialist. The tapes should be wound a few times after drying to relieve the pack pressure and remove moisture.
- check the integrity of the data and label, and
- discard original.

4.3.4.6 Wet tape

- Label reel with tape format, speed, tracks, type of computer, name of computer and department
- pack for shipment to recovery specialists to clean, dry and copy
- check the integrity of data and label, and
- discard the original.

4.3.5 Optical media

4.3.5.1 Compact disks

If full backup copies exist, then damaged media can be destroyed and replaced.

- Remove from water immediately
- remove from jacket
- rinse off dirt with clean distilled water. Do not soak
- drip dry vertically in a disk drain or rack
- clean with a soft lint less cloth. Move perpendicular to grooves, not in a circular motion. Do not use hairdryers
- place cleaned compact disk in clean jackets
- replace if mould or condensation is present or if there are deep scratches. Check playability and readability.

4.3.5.2 Microforms

If backup copies exist, damaged media can be destroyed and replaced.

Silver halide microfilm should be kept underwater and not allowed to dry out. It should be sent to a processing laboratory within 72 hours. Vesicular and diazo film should be separated and air dried:

- Extract water affected records and dry separately
- peg aperture cards up for drying
- unroll microfilms and air dry with the emulsion side up or send to film laboratory, and
- rewind film and store in dry containers.

If microforms cannot be dried immediately, they should be immersed in clean, cold water for



no more than 2 to 3 days and taken to a laboratory. Duplication is recommended where possible.

4.3.6 Photographic Materials

4.3.6.1 Photographic prints

If treated rapidly, photographic prints may be air dried. Photographs can be frozen if necessary but do not freeze dry as it may result in disfiguring marks on the surface of the photograph. To air dry:

- Remove photographs from mounts or separate from each other to prevent the emulsion sticking.
- rinse with cool water if necessary. Do not touch or blot surfaces, and
- place emulsion side up on blotters or lint free cloths or hang by placing clips on non-image areas, ensuring there is no overlap.

If wet, immerse in clean cold water in polyethylene bags. Send to a processing laboratory within 2-3 days for reprocessing and drying.

4.3.6.2 Photographic negatives

- Remove negatives from envelopes.
- wash in clean running water, and
- hang to dry or lay flat with emulsion side up.

If wet, negatives should be sealed in polyethylene bags and placed in plastic garbage cans under cold, clean running water while the negatives are still wet. They should be transferred to a laboratory within three days.

4.4 After the Disaster

4.4.1 Cleaning up the disaster site

The aim is to return the site to its normal condition as soon as possible. Material should not be returned to the area until the risk of a repeat disaster is removed, the area has been thoroughly cleaned and dried, all repair work is completed and all shelving checked for stability and usefulness.

Clean-up measures include the following:

- washing down dirty shelving, walls and floors
- using fans and dehumidifiers to dry the area and circulate air to avoid mould growth
- carrying out regular temperature and relative humidity checks, and not returning material to the area until the temperature and relative humidity have stabilised at acceptable levels for at least a week – wet concrete will take longer than expected to dry out, particularly under any remaining floor covering, shelving units and in stagnant corners.

4.4.2 Re-shelving treated records

The aim is to return treated records to the rehabilitated disaster site. This is a good time to consider improving the shelving arrangement. The material may well take up more space than previously as there will have been swelling of the material as a result of being wet. Extra space may need to be found.

Temperature and relative humidity should be checked regularly for at least 12 months in case the records or the room was not sufficiently dry when the room was reoccupied. They may give off more moisture, which could result in mould growth.

If it hasn't already been done, archived material should either be given new boxes, or be boxed for the first time. Current files could be given new file covers if the legibility of information has been affected.

Orders should be made for replacement books, microforms etc.

4.4.3 Reporting

Reporting is a significant component of the response to a disaster. An adequate record of the emergency should be kept so that improvements can be made to prevent similar emergencies occurring in the future, or to make the response to any subsequent ones more efficient.

A register should be maintained of significant emergencies, consisting of a sheet for each occurrence, recording the following information as applicable:

- date/time/duration
- location
- nature
- cause
- a description of the effect on:
 - people (i.e. staff and visitors)
 - records
 - business function
 - buildings
 - other property
- a description of how the occurrence was dealt with; and
- recommendations for future incidents and changes to the Disaster Recovery Plan.

Thank you notes should be sent out to all businesses and departments that provided resources and assistance during the recovery.

4.4.4 EFFECTIVE DATE

This Document and Records Management Policy:

- Was approved by Council on 30 May 2013 under item No. 11.1.19 and becomes retroactively - effective from 01 July 2013.
- Will be reviewed at least every five (5) years from date of approval, or earlier if changed circumstances so require.

Chief Executive Officer



The image features a vibrant sunset over a body of water, with a wooden pier and streetlights in the foreground. The Swakopmund Municipality logo is prominently displayed in the center, featuring a shield with a lion, a lighthouse, and a banner that reads "PROVIDENTIAE MEMOR". To the right of the logo, the text "SWAKOPMUND MUNICIPALITY" is written in a stylized font, with a small lighthouse icon above the word "MUNICIPALITY".

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11.1.19

REQUEST FOR SPONSORSHIP OF HYGIENIC PACKS TO THE SWAKOPMUND CORRECTIONAL FACILITY

(C/M 2024/11/28 - 3/15/1/6/1)

Ordinary Management Committee Meeting of 14 November 2024, Addendum **7.20** page **271** refers.

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

Attached is an application from Ms P Haimbodi, the Project Coordinator of Uhili Necessity Wellness Trust (UNWT). UNWT is a project that serves to rehabilitate offenders to better transition into communities post-release.

UNWT is a non-profit organization that serves offenders through facilitation, reintegration, supervision, identification of offenders' needs, education, and training offenders to reduce recidivism and improve employment outcomes post-release. UNWT hosted a cognitive behaviour life skills programme inside the Swakopmund Correctional Facility, where twenty (20) offenders are expected to graduate on **23 December 2024**.

Council resolved on **26 October 2023** under item 11.1.30 as follows:

- (a) *That Council approves the sponsorship of 102 hygienic packs to the Swakopmund Correctional Facility for the offenders.*
- (b) *That it be noted that the Sponsorship Committee approved the sponsorship to the value of N\$10 000.00. However, Council may give a special exemption and approve the excess amount of N\$704.90, bringing the total amount to N\$10 704.90, as per the quotation from Model Pick & Pay.*
- (c) *That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$141 191.30, is available.*
- (d) *That Council approves the excess amount of N\$704.90 as per pint (b) above.*

During **November 2023**, She worship the Mayor, Councillor Dina Namubes handed over 104 hygiene packs.

Request from UNWT

It is requested that the Project Coordinator from UNWT hand over the hygienic packs to the offenders as Christmas gifts. A total of 120 hygiene packs were requested with the following items: soap, vaseline, and deodorant in them. Three (3) quotations for the hygienic products were submitted for the Council's consideration in procuring the products. The total costs vary from **N\$6 108.00** to **N\$6 236.40**.

The item was discussed at the Sponsorship Committee meeting on **22 October 2024**, and it was recommended that the quotation of **N\$6 236.40** from Messrs Woermann Brock Swakopmund Cash and Carry be accepted because Messrs Shoprite and Messrs Swakop GM Investments CC do not accept purchase orders from Council.

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

RECOMMENDED:

- (a) That Council approves the sponsorship of 120 hygienic packs as gifts for the offenders at the Swakopmund Correctional Facility.
 - (b) That the quotation from Messrs Woermann Brock Swakopmund Cash and Carry to the cost of N\$6 236.40 be accepted.
 - (c) That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$ 233 977.83 is available., is available.
 - (d) That the Mayor and available Councillors be available to officially hand over the hygienic packs to the Swakopmund Correctional Facility.
-



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08 October 2024

To: A. Benjamin

PO Box 53
Swakopmund
Namibia
Tel: (064) 4104100
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Web: www.swkmun.com.na
Email: swkmun@swkmun.com.na
Reference: 3/15/1/6/1

Dear Mr. Benjamin

RE: CONTINUOUS SUPPORT – OFFENDERS HYGIENIC PACKS

Uhili Necessity Wellness Trust still congratulate Swakopmund Municipality on the decision to join hands in the rehabilitation of offenders in our beautiful town. The resolution under item 11.1.30 to sponsor offenders with hygiene was highly appreciated. The handover was successfully with the presence of The Mayor. The management of the Swakopmund received the sponsorship gracefully, as I was on the way to Kenya.

It's with gratitude that the hygiene pack is a necessity to our offenders therefore as it was indicated that this help can continue at least once a year. Uhili Necessity Wellness Trust (UNWT) appreciates this commitment as hygiene is very important to the person incarcerated because most of them have no support from their family. This contribution means a lot to the offenders and it's highly appreciated.

This year, the programs continue as it has been going on for 10 years now and your contribution adds more value to this initiatives. As the organization continue to serve the offenders through facilitation, reintegration, supervision, identification of offenders' needs, sensitize the community and mobilize resources to the interested stakeholders who believe that reintegrated offenders can become useful citizens within the community. We still believe that, if we continue to hold hands, one day we will find a collective solutions to this problem of reoffending.

Educating and training offenders helps them to better transition into communities upon release. This is one avenue to reducing recidivism and improving employment outcomes post-release. Offering this kind of service we believe will make an impact among offenders to reduce the repetition of offense. In this way, we contribute to the economy of the country, through reducing the correctional facility population.

1. **SPONSORSHIP MOTIVATION**

Last year during facilitation offenders discussed the most needs they are facing. And this year nothing changes the needs still the same. UNWT, this year has successfully, raised N\$3000.00 to contribute towards Municipality contribution of Hygiene packs. UNWT believes that the motive is not only to reach out to get help but to meet each other half way to make change that is possible in the offender's lives.

2. **THE EVENT – Cognitive Behavior Life Skills Program inside the Swakopmund Correctional Facility**

- Graduation of Twenty (20) offenders
- Date: 23 December 2024
- Time: 10h00-12h00pm
- **Objectives of Cognitive Based Life skills Programs**
 1. To raise awareness of the lifestyle choices that individuals make each day, empower their thoughts and encourage exploration of their individual natures.
 2. To encourage grooming, build confidence, and improve positive behavior and communication skills among individuals.
 3. To encourage participants to pursue healthy lifestyles through positive role modeling and counseling that seeks to enhance knowledge and change risky behavior.
 4. To promote a positive and healthy lifestyle amongst released offenders and their families by providing psycho-social and spiritual support services.
 5. To reintegrate offenders into the community through income generating projects and parental programs for positive parental bonding with their children and families.

3. **UNWT BENEFITS**

(i)

- The organization benefits lie in the successful rehabilitation of the offenders; when the offenders' lives change through this program, it is a highest reward to the organization.
- Achievements of offenders for e.g. getting jobs after the completion of the program.
- Offenders' Change of behaviors.
- Participants' changing of mindsets.
- Understanding of the local Authorities regarding our activities.
- Support from the Correctional Staff members.

(ii) BENEFITS TO OFFENDERS

- The Life Skills certificates adds value to the offender's opportunities to get job after release based on the competence skills. One of the participants got job after two months of release.
- Another offender who participated fully in this program from inside out has successfully rehabilitated and now he is a family man, he got married last year and built his own place.
- The storytelling video is on the pipeline and it will be shared with Municipality after release.

4. FINANCIAL IMPLICATIONS

- Our approach is that we do not encourage monetary sponsorships, but rather provide three (3) quotes of identified needs from local suppliers to the sponsor. When the sponsor is satisfied with the quote, then the settlements will take place between the supplier and the sponsoring organization. After the process is done, we then receive the goods.
- We are requesting the sponsorship for the following items: one soap, one Vaseline, and roll on. Toothpaste and toothbrush will be bought from the N\$3000.00 raised by the organization.
- **Capacity is 102 male offenders.**

We believe that this sponsorship will greatly improve the hygienic conditions of the offenders (graduates and non-graduates). To the graduates it serves as an appreciation of their commitment to the program and to the non-graduates will serve as a motivational gesture to continue with the program and improve their lives.

Attached is the 3 quotes and the offenders' letter of their needs in their own handwriting. Should you require more information, do not hesitate to contact our office, Tel: 264- 81 2785903.

Thank you for your attendance to this letter and we look forward to hearing from your respective office.

Sincerely yours,



**HAIMBODI N.P.T.
PROJECT COORDINATOR**

SWAKOP GM INVESTMENTS CC

SWAKOP W/S & RETAIL
 TEL:011
 PO BOX 90037 WINDHOEK
 WINDHOEK

To:
 CASH SALES Acc:1
 Tel:CASH SALES

QUOTATION:342 DATED:11-10-24 PAGE: 1 off 1 ACC NO: 1

PLU	PART	DETAILS	UNITS	PRICE	DIS	NETT
45-40(P)	60011061238	DETTOL SKINCARE SOAP 175G EA=1 - 6001106123857	E 120x	10.00	.00	1200.00
13-2219	60064680021	NOLENE YELLOW TUB 200ML EA=1 - 6006468002185	EA= 120x	24.95	.00	2994.00
13-329	60028358	DAWN MEN ACTIVE DRY R/ON 45ML EA=1 - 60028358	45ML 120x	15.95	.00	1914.00
*** DO NOT SUPPLY THIS IS A QUOTATION ****						
(ExVat value 5311.30)Sub Total.						6108.00

SWAKOP WHOLESALE & RETAIL
 PO BOX 90037 WINDHOEK,
 VAT NO: 12504770015
 SWAKOPMUND, NAMIBIA.

Zero rated Exempt Sales	.00	Vat Total. . [15%]	796.70
Units(360)		Total	6108.00

QUOTATIONS VALID FOR 8 DAYS

342

Site: 11/10/2024 11:33:02 AM - IFRM 10 Rep: 1 / 05/P

Another Exclusive Teatagc Firm - www.companbyte.co.za/foru

WOERMANN BROCK SWAKOPMUND CASH AND CARRY

QUOTATION FOR:

NCS

PO.BOX 5008

Swakopmund

Prices are subjected to change

Prices can change on a daily basis

Description	Packaging	QTY	Unit price	TOTAL
SUNLIGHT		120	12.99	1558.8
DAWN		120	15.99	1918.8
NOLENE		120	22.99	2758.8
				0
				0
				6236.4

swakomund@woermannbrock.com

FIRST NATIONAL BANK

Account Name:WOERMANN &CO (WINDHOEK)

Account Type:ENTERPRISE BUSINESS

Account Number 62252275617

Branch Code 281872

Swift Code FIRNNANX

Branch Name:WINDHOEK CORPORATE CENTRE

Date Open:2014/09/11

Swakopmund Woermann Brock Cash and Carry

Date: _____ Time In: _____ Time out: _____

Mondor Detail: _____

Card / Order no: _____

Parts Replaced / Units / Quantity: _____

Total Time in Shop: _____

Are you satisfied, job done correctly: YES NO

Remarks: _____

Signature: _____

QUOTATION
(Prices subject to change)



Customer Details

NCS
P O BOX 5008
SWAKOPMUND

Store Details:
SHOPRITE SWAKOPMUND
SAM NUJOMA DRIVE
TELL: 064-404233
FAX: 062-502628
EMAIL: 00084@shoprite.co.za
DATE: 10.10.2024

Description of Product	Size	QTY	Unit Price	Total (Incl of VAT)
DETTOL	175g	120	12.99	1558.8
ROLL ON dawn (MEN)	45ml	120	15.99	1,918.80
PEROLEUM JELLY(NOLEN)	200ml	120	22.99	2,758.80

TOTAL 6,236.40

DONE BY :

MODISE E.N

SIGNATURE:

Shoprite Swakopmund Pty Ltd
 By: _____
 Shoprite Swakopmund
 P.O. Box 11122
 Windhoek, Namibia

11.1.20

PROPOSED CALENDAR AND PROGRAMME FOR MONTHLY SPONSORSHIP AND DONATION COMMITTEE MEETINGS FOR THE YEAR 2025

(C/M 2024/11/28 - 3/15/1/6/1)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.21** page **279** refers.

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

1. This submission serves to seek approval for fixed calendar dates for the Sponsorship and Donation Committee meetings for the year 2025.
2. Below are the proposed dates for the meetings to be held from **January 2025 until October 2025**.
 - *Tuesday, 21 January*
 - *Tuesday, 25 February*
 - *Tuesday, 25 March*
 - *Tuesday, 22 April*
 - *Tuesday, 20 May*
 - *Tuesday, 24 June*
 - *Tuesday, 22 July*
 - *Tuesday, 19 August*
 - *Tuesday, 23 September*
 - *Tuesday, 21 October*
3. **Attached** is the proposed calendar and programme in respect of Sponsorship and Donation Committee meetings to be held during 2025.
4. It is proposed that all Sponsorship and Donation Committee meetings be held on Tuesdays at 15H00, except for when the date falls on a public holiday.
5. Submissions/ applications to the Sponsorship and Donation Committee meetings should be prepared by the Heads of Department from which the facilities/ venues/ resources/monetary/ sponsorships are requested, according to the attached programme.
6. These submissions/ applications should be forwarded to the Secretary and/or the Vice-Secretary of the Sponsorship and Donation Committee at least one week before the Sponsorship and Donation meeting's agenda is compiled, as stated on the programme.

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

- (a) **That the attached calendar and programme for the Sponsorship and Donation Committee meetings for the year 2025 be approved.**
 - (b) **That the Heads of Departments ensure that applications/ addendums be submitted to the Secretary and/or the Vice-Secretary of the Sponsorship and Donation Committee on time.**
-

CALENDAR FOR THE YEAR 2025

JANUARY

S	M	T	W	T	F	S
			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	

01 New Year's Day

FEBRUARY

S	M	T	W	T	F	S
						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	

21 Independence Day

MARCH

S	M	T	W	T	F	S
						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		

18 Good Friday
19 Easter Sunday
21 Easter Monday

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

01 Workers Day
04 Cassinga Day/ 05 Cassinga Day observed
25 Africa Day/ 16 Africa Day observed
28 Genocide Remembrance Day
29 Ascension Day

JUNE

S	M	T	W	T	F	S
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					

16 African Child Day

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

16 Heroes Day

SEPTEMBER

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

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23	24	25	26	27	28	29
30						

DECEMBER

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

10 Human Right's Day/ Women's Day
25 Christmas Day
26 Family Day

PUBLIC HOLIDAY

SPONSORSHIP COMMITTEE MEETINGS FOR THE YEAR 2025

MONTH	CLOSING DATE FOR AGENDA AT 13:00	AGENDA OUT	DATE OF MEETING
JANUARY	Friday, 10 January	Thursday, 16 January	21 January
FEBRUARY	Friday, 14 February	Thursday, 20 February	25 February
MARCH	Friday, 14 March	Thursday, 20 March	25 March
APRIL	Friday, 11 April	Thursday, 17 April	22 April
MAY	Friday, 9 May	Thursday, 15 May	20 May
JUNE	Friday, 13 June	Thursday, 19 June	24 June
JULY	Friday, 11 July	Thursday, 17 July	22 July
AUGUST	Friday, 8 August	Thursday, 14 August	19 August
SEPTEMBER	Friday, 12 September	Thursday, 18 September	23 September
OCTOBER	Friday, 10 October	Thursday, 16 October	21 October

Calendar for Year 2025 (Namibia)

<p>January</p> <table border="1"> <thead> <tr> <th>Mo</th> <th>Tu</th> <th>We</th> <th>Th</th> <th>Fr</th> <th>Sa</th> <th>Su</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> </tr> <tr> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> </tr> <tr> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> </tr> <tr> <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> </tr> <tr> <td colspan="7">7:0 14:0 21:0 29:0</td> </tr> </tbody> </table>	Mo	Tu	We	Th	Fr	Sa	Su			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			7:0 14:0 21:0 29:0							<p>February</p> <table border="1"> <thead> <tr> <th>Mo</th> <th>Tu</th> <th>We</th> <th>Th</th> <th>Fr</th> <th>Sa</th> <th>Su</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td>2</td> </tr> <tr> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> </tr> <tr> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> <td>16</td> </tr> <tr> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> <td>22</td> <td>23</td> </tr> <tr> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> <td></td> <td></td> </tr> <tr> <td colspan="7">5:0 12:0 20:0 28:0</td> </tr> </tbody> </table>	Mo	Tu	We	Th	Fr	Sa	Su						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			5:0 12:0 20:0 28:0							<p>March</p> <table border="1"> <thead> <tr> <th>Mo</th> <th>Tu</th> <th>We</th> <th>Th</th> <th>Fr</th> <th>Sa</th> <th>Su</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td>2</td> </tr> <tr> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> </tr> <tr> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> <td>16</td> </tr> <tr> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> <td>22</td> <td>23</td> </tr> <tr> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> <td>29</td> <td>30</td> </tr> <tr> <td>31</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="7">6:0 14:0 22:0 29:0</td> </tr> </tbody> </table>	Mo	Tu	We	Th	Fr	Sa	Su						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							6:0 14:0 22:0 29:0						
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Holidays and Observances:

1 Jan	New Year	25 May	Africa Day
21 Mar	Independence Day	26 May	'Africa Day' observed
18 Apr	Good Friday	28 May	Genocide Remembrance Day
20 Apr	Easter Sunday	29 May	Ascension Day
21 Apr	Easter Monday	26 Aug	Heroes' Day
1 May	Workers' Day	10 Dec	Day of the Namibian Women and International Human Rights Day
4 May	Cassinga Day	25 Dec	Christmas Day
5 May	'Cassinga Day' observed	26 Dec	Family Day

11.1.21

NOMINATION OF COUNCILLORS TO SERVE AS THE CHAIRPERSON AND VICE-CHAIRPERSON OF THE SPONSORSHIP & DONATION COMMITTEE

(C/M 2024/11/28 - 3/15/1/6/1)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.22** page **282** refers.

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

Management Committee resolved on **11 May 2021** under item 10.2 as follows:

(a) *That Management Committee approves the various portfolios of the Sponsorships Committee members listed below:*

- Councillor P N Shimhanda (Chairperson)
- Councillor M Henrichsen (Vice Chairperson)
- General Manager: Finance
- Manager: Finance (Secundi)
- General Manager: Corporate Services & Human Capital
- Manager: Corporate Services (Secundi)
- Corporate Officer: Marketing and Communications (Secretary)
- Sports and Recreation Officer (Vice Secretary)
- Youth Development Officer

(b) *That all recommendations of the Sponsorship Committee be submitted to the Management Committee for approval.*

Management Committee on resolved **30 August 2021** under item 11.1.4 as follows:

That the positions of the Chairperson and Vice Chairperson for the Sponsorship Committee be amended as follows:

- Councillor M Henrichsen (Chairperson)
- Councillor P N Shimhanda (Vice Chairperson)

At the Sponsorship Committee meeting held on **20 August 2024**, the Chairperson, Councillor M Henrichsen informed the members that the Vice-Chairperson, Councillor P N Shimhanda is unable to attend the Sponsorship Committee meetings due to his work commitment at Rio Tinto Mine. He also explained that, due to his medical treatment, he will also not be able to attend/ chair most of the Sponsorship Committee meetings held during 2024.

Due to the start of a new financial year and the information provided above, Councillor M Henrichsen proposed that Council identifies interested Councillors who would like to serve in the positions of the Chairperson and Vice Chairperson for the Sponsorship Committee. Councillor M Henrichsen has also indicated that he would carry on serving on the committee if so desired, but would like to give others the chance to voice their interest. The portfolios of the other Sponsorship Committee members will remain unchanged.

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

- (a) **That Council nominates Councillor M Henrichsen and Councillor S Kautondokwa to serve as the Chairperson and Vice Chairperson of the Sponsorship Committee respectively.**
- (b) **That the portfolios of the other Sponsorship Committee members will remain unchanged.**

11.1.22

DONATION OF REDUNDANT WHEELIE BINS TO STAMPRIET VILLAGE COUNCIL

(C/M 2024/11/28 - 13/2/4/4/3, 21/2/4/4/3)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.23** page **283** refers.

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

Wheelie bins are containers designed for temporary storage of refuse and waste on industrial and residential premises for collection. The storage of waste at source is the first and essential step of Solid Waste Management. Every household, shop, and establishment generates solid waste on a day-to-day basis, and the waste is normally stored at the source of waste generation pending its collection for disposal. On **24 November 2022**, Council resolved under item 11.1.34 as follows:

- (a) *That Council takes note of the offers received from Mr Jannie Linde and Mr Vic Vermeulen.*
- (b) *That Council acknowledges the written request from Mr Jannie Linde and turns it down.*
- (c) *That Council acknowledges and accepts the offer from Mr Vic Vermeulen with a minor improvement of N\$10/kg for a fixed period of 3 years.*
- (d) *That, once the counteroffer from Council has been accepted by Mr Vic Vermeulen a formal Memorandum of Understanding (MoU) be compiled by the Corporate Services & Human Capital Department to be entered into to harvest old & damaged refuse bins from the waste landfill site.*
- (e) *That should the interest from Mr Vic Vermeulen exceed 3 years, the project be advertised for prospective (recycling) partners who will offer Council the best returns on its investments.*

Despite interest from numerous companies, old and broken bins are accumulating and becoming obsolete; they are primarily stored at the Municipal Stores and Landfill Site until they are auctioned off. Unfortunately, the last two auctions did not see a smooth sale of these products, and the Health Services and Solid Waste Management Department is having difficulty finding a place to store them. The Health Services & Solid Waste Management Department makes a budget provision annually for the purchase of wheelie bins; however, this sum does not include maintenance or repairs to already existing, damaged wheelie bins. Therefore, damaged wheelie bins are kept on-site without them being repaired.

A delegation from the Swakopmund Municipality visited Stampriet Village Council in the Hardap Region, to benchmark and explore the innovative approach to agricultural development projects and understand its impact on the local community and economy. Among others, the visit identified a need and lack of refuse storage facilities in Council area. A suggestion was made for the possible donation of seven hundred (700) redundant wheelie bins to Stampriet Village Council in line with council partnerships and social responsibility towards upcoming sister councils.

The purpose of this submission is to request Council to donate seven hundred (700) wheelie bins to Stampriet Village Council. As part of the visit, the delegates were requested by the Village Council to donate old and redundant containers.

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

RECOMMENDED:

- (a) **That Council takes note of the request to donate seven hundred (700) old and redundant wheelie bins to Stampriet Village Council.**
 - (b) **That Council approves the donation of seven hundred (700) old and redundant wheelie bins to Stampriet Village Council.**
-

11.1.23

FEEDBACK REPORT ON THE BRICS FUTURE URBAN FORUM MOSCOW, RUSSIA

(C/M 2024/11/28 - 5/5/1, 9/4/3)

Ordinary Management Committee Meeting of 14 November 2024,
Addendum **7.24** page **284** refers.

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

The purpose of this submission is to provide feedback and share information regarding the trip to Moscow, Russia by the Mayor and the Chief Executive Officer.

The Namibia Investment Promotion and Development Board, through the attached letter, had invited Council to attend the BRICS Future Forum, which was scheduled to take place in Russia from **16 to 20 September 2024**. A total of over 5,000 participants from various countries around the world were expected to attend. This forum aimed to provide an opportunity to exchange best practices and knowledge on how the use of cloud technologies and smart cities could improve the efficiency of urban infrastructure for businesses and enhance the quality of life for citizens.

The attached report provides detailed background information and feedback regarding the referenced trip.

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

That Council takes note of the feedback report from the Mayor and the Chief Executive Officer.



THE FUTURE IS DIGITAL & GREEN



Namibia Delegation's Mission to Russia for the BRICS Future Forum and Associated Investment Promotion Engagements 16 - 20 September 2024**EXECUTIVE SUMMARY****Background and Context**

The Namibia Investment Promotion and Development Board (NIPDB) including the Councils and private sector traveled to Moscow, Russia, for a five-day mission, on invitation from the Chairman of the Moscow City Tourism Committee, the First Deputy Head of the Office of the Mayor and the Government of Moscow, and local authorities. The mission's goal was to promote Namibia as a major investment destination within the BRICS bloc.

The delegation held, focused business seminars, held high-level discussions with Russian counterparts, and conducted exploratory tours to possible areas of interest in addition to taking part in the global economic conference. The goals of this expedition were to increase commerce, draw in investment, fortify Namibia-Russian ties economically, and look into new areas of cooperation.

This mission's focus areas included tourism, manufacturing, education, urban development, services (digital and global business), and pharmaceuticals and medicine.



Mission Objectives

Participate in the BRICS Future Forum

- Engage in high-level discussions on global economic trends,
- Explore the latest and effective technological innovations and solutions for the developments of "SMART CITIES" and MEGACITIES, investment opportunities, and sustainable development within the BRICS.

Showcase Namibia's Investment potential and strategic location in the Southern African Region
Promote Namibia as an ideal investment destination!

Present viable investment-ready opportunities in sectors of interest and highlight the NIPDB Investor Experience, Retention, and Aftercare services.

Explore opportunities for bilateral trade, investment, and technology & educational exchanges.
Host Namibia-Russia Business Forums

Organise business forums to promote dialogue between Namibian and Russian businesses, and facilitate B2B and B2G engagements to explore partnerships and joint ventures.

Conduct Targeted Meetings and Exploratory Visits

Engage with Russian companies and institutions in sectors of mutual interest. Undertake exploratory visits to industrial zones, innovation hubs, and other sites to explore potential collaboration frameworks.

Program of events

Day one (1): During our B2B/B2G discussions, the majority of investors concentrated on education; NUST and UNAM benefited greatly from this. We spoke about our areas of interest that are specific to Swakopmund with Prof. Andrew Niikondo (Mr.), Deputy Vice-Chancellor, in order to potentially integrate them into the curriculum. We focused on the water production, green hydrogen, and oil and gas education industries.

Day two (2): was designated for visiting historical, architectural, and tourist attractions. There were plenary sessions on days three (3) and four (4). Which concluded with the Gala ceremony of the World Innovation Award 2024 of the World Development Organisation

Day five (5): We had an opportunity to engage different investors in different areas of investment interest.

Water production and transmission

We had a chance to engage the potential investors from JSC ROSGEO company (Russian State Geological Holdings) on offshore water drilling and production. This was found to address the water shortage not only in Swakopmund but in Namibia at large.



International Exposure

In the panel discussion on technology diplomacy, BRICS, and the business ecosystem, the organizing committee selected the Swakopmund Mayor to speak for Namibia. In the few minutes allotted for her to talk, she did a fantastic job representing Namibia. The Sputnik Africa Media crew also conducted an interview with the Mayor, during which she discussed all aspects of Urban planning and the issues posed by climate change in the nation.





Findings and learnings that are implementable.

- *Overwhelming Interest by Russians to invest in Namibia and Africa at large.*
- *Urban developmental opportunities and challenges*
- *Technological advancement*
- *The Russian Government in Moscow particularly provides green spaces, which is Council strategy (There must be a program to create green spaces in our case)*
- *State of the art building infrastructure,*
- *Easy access to public transit for both locals and visitors (by train and road)*
- *An innovation center supporting young scientists and technological entrepreneurs, which receives full funding from the government and other industries.*
- *Free city WIFI, connectivity, and charging ports in public areas and buildings*
- *Quality Housing and sufficient pensioner's grants*
- *Quality Education more in accordance with the digital era and science and technology (approximately 3500 Namibian students are studying in Russia)*
- *Addressing socioeconomic issues with technology*
- *Digital public information and advertisement light boxes.*
- *Public resting and relaxation places (concrete or wooden seats)*
- *Open market well-designed structures in the city center and the rest of the town (Formalized form of business areas for rent)*
- *Museum (economic, scientific, military, historical, cultural, and leader legacy)*

Challenges

Language: Since the majority of investors do not know English, interpretation was necessary, which took time.

There were not enough days or hours set for municipal presentation and promotion.

Recommendations.

Since Councils are more familiar with the requirements of their towns and communities, they should be permitted to present.

It was difficult to plan due to the program's frequent changes in themes and focus. As a result, it would be better if the schedule of events was verified and announced before the conference or events.

Conclusion

It is advisable that Councils look outside the government budget to find outside funding for development initiatives that fit with their strategy plans. Working together with multinational corporations for development goals, such as skill development and transfer, is also crucial.

Overall, it was a productive visit that brought us together on a worldwide platform and on an international scale. The mission brought about 30 countries and 5000 attendees. We are eager to collaborate with Russian businesses to promote science and technology, realize our vision of the smart citizen and city, and launch a few initiatives based on our lessons learned. We express our appreciation to NIPDB for inviting the Swakopmund municipal council.

11.1.24

FEEDBACK REPORT ON THE INTERNATIONAL SOLID WASTE ASSOCIATION (ISWA) CONFERENCE, CAPE TOWN, SOUTH AFRICA 2024

(C/M 2024/11/28 - 11/2/5/3)

Ordinary Management Committee Meeting of 14 November 2024, Addendum 7.25 page 290 refers.

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

The purpose of this submission is to provide feedback regarding a four (4) day International Solid Waste Association (ISWA) conference held from 15-18 September 2024, in Cape Town, South Africa attended by the Manager Health Services & Solid Waste Management Department.

The ISWA World Congress is the foremost event in the field of solid waste management. It serves as a global assembly, featuring elevated plenary sessions, technical site visits, and a rich cultural and social itinerary. Here, waste management professionals, government officials, industry leaders, policymakers, scientists, and emerging professionals convene, engaging in constructive dialogues to encourage scientific and technical advancements in sustainable solid waste management. ISWA 2024 offers a platform for the exchange of knowledge, ideas, techniques, and technologies.

The attached report contains thorough background information and feedback from the conference.

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

That Council takes note of the feedback report from the Manager: Health Services & Solid Waste Management.



REPORT

**INTERNATIONAL SOLID WASTE ASSOCIATION (ISWA) CONFERENCE, HELD IN CAPE TOWN, SOUTH AFRICA
WASTE TO WEALTH: SOLUTIONS FOR A SUSTAINABLE FUTURE**



**Report by: Mr. Abel Kationdorozi
Manager: Health Services & Solid Waste Management**

INTRODUCTION

An invitation was extended from the International Solid Waste Association (ISWA) to attend a four (4) day conference, from 15 -18 September 2024, in Cape Town, South Africa to help provide solutions for sustainable urban waste management.

The event was hosted by the Institute of Waste Management of Southern Africa (IWMSA) and took place for the first time on African soil; exposing the participants to experience Cape Town, South Africa's beauty, culture, and vibrance.

The theme for the congress was: *"Waste to Wealth: Solutions for a Sustainable Future,"*

The International Solid Waste Association

The International Solid Waste Association is an international network of waste professionals and experts from around the world whose mission is "To Promote and Develop Sustainable and Professional Waste Management Worldwide and the transition to a circular economy."

ISWA is the network and platform that allows members to share and curate knowledge among their peers.

ISWA achieves its mission through:

- Promoting resource efficiency through sustainable production and consumption
- Support developing and emerging economies through dedicated projects and regional collaborations.
- Advancement of waste management through education and training
- Promoting appropriate and best available technologies and practices through its scientific journal Waste Management and Research.
- Professionalism through its programme on professional qualifications.

Key objectives for the conference

- Promote and develop sustainable and professional waste management in the region and the transition to a circular economy.
- Bring together waste experts from around the world to network, create best practices, and produce industry reports.
- Foster and encourage the development and training of waste management in the region.
- Stimulate Knowledge and Skills Transfer - would facilitate the sharing of knowledge, ideas, techniques, materials, and technologies by providing local educators, practitioners, and researchers with access to a network of international attendees.
- Encouraging international cooperation in waste management which in turn will hopefully generate innovation, ideas, and research agendas for many years to come and support the region's economies.
- Stimulate Foreign Direct Investment in the region
- Promoting resource efficiency through sustainable production and consumption in the region.
- Provide an opportunity to showcase the best available technologies and practices to the region.
- Allows the sharing and curating of knowledge among peers.
- Identify and promote competence in a body of individuals through accreditation.
- Providing support to the region's developing and emerging economies.
- Stimulate other industry trade in products and services - showcase local entrepreneurs, artisans, artists, and craftspeople and give them access to a global audience.
- Assist in the growth and development of these SMMEs and provide an impact long after the conference, and in turn, be responsible for launching or boosting many careers.
- Provide a social benefit to South Africa - the conference will take its social sustainability footprint seriously, and work to expand the reach of the event to directly assist disadvantaged communities.
- Provide a legacy - through a dedicated focus on environmental sustainability by not just minimizing damage but actively attempt to improve the environment when the event takes place e.g., optional Carbon Footprint offset fee.

Event Report

The program covered nine main topics and thirty-three (33) subtopics, namely waste management, waste treatment, waste recycling, landfill sites, emission monitoring, law, governance and regulation, circular resource management, and waste management finance and financing. The event began on commenced on 15 September 2024, with a congress to elect a new executive team, including ISWA's president. More

than 271 participants presented on various topics in several conference halls. The presentations included research on various waste management programs. The conference brought together over 50 exhibition companies focused on waste management programs and technologies.

The topics discussed at the conference were as follows:

ISWA 2024 PROPOSED TOPICS

Topic	Sub-topics
1. Waste management service delivery	<ul style="list-style-type: none"> a. Urban waste collection systems b. Achieving waste service delivery in rural/inaccessible areas c. Separation-at-source servicing d. Waste logistics
2. Waste diversion through treatment	<ul style="list-style-type: none"> a. Technologies for optimising waste treatment b. Managing waste treatment operations c. Harnessing energy from waste d. Opportunities for organic waste
3. Advancing waste disposal by landfill	<ul style="list-style-type: none"> a. Technologies for landfill disposal b. Innovations in landfill design c. Managing landfill operations
4. Social Inclusivity In the Waste Sector	<ul style="list-style-type: none"> a. Promoting behaviour change b. The informal waste sector c. Inclusivity, fairness and justice
5. Waste management for environmental protection	<ul style="list-style-type: none"> a. Climate change mitigation b. Protecting biodiversity c. Localised solutions
6. Law, governance and regulation	<ul style="list-style-type: none"> a. Legal definitions and interpretations b. Waste classification and categorisation c. Extended producer responsibility d. Fair and just inclusive governance
7. Waste streams of concern	<ul style="list-style-type: none"> a. Electrical and electronic b. Absorbent hygiene products (AHP) c. Tyres d. End-of-life renewable energy technologies e. Food waste f. Healthcare risk waste g. Other streams of concern
8. Resource management for circularity	<ul style="list-style-type: none"> a. Design for circularity towards waste avoidance b. Recycling and waste minimisation c. Refurbishment and reuse d. Industrial symbiosis / waste exchange
9. Funding and financing for waste management and circular economy initiatives	<ul style="list-style-type: none"> a. Affordability of waste management solutions b. Funding opportunities c. Investment partnerships

LESSON LEARNED:

The message taken away from this is summarized below:

- The lesson learned is that waste has become a major economic enterprise and that converting waste into wealth will not only support health and environmental preservation but will also provide jobs and resources for various families.

Challenges:

- Sessions or presentations were held at multiple venues, making attendance difficult. Council should consider sending more than one staff member in the future to attend events of this magnitude.

RECOMMENDATION:

- Investments in waste management should increase, 100% collection coverage and increased recycling by 2030.
- The Namibian government could consider establishing a recycling hub to collect sorted materials for use in various businesses, such as waste-to-energy plants.
- Imperative to adopt circular economic services with a holistic approach

CONCLUSION:

Overall, the conference was a success, additional knowledge on waste management was acquired, and it was impressive to interact with many innovators in the waste management industry.

Improving waste management worldwide will require significant investments, by far the most affordable solution is to drastically reduce waste and value secondary materials as a resource.

Moving forward, it is completely compelling that we can convert waste into wealth, and Swakopmund Municipality should jump on board and begin investing in waste management services.

Council must continue to collaborate with waste stakeholders to increase waste segregation, as well as encourage and promote waste recycling firms to grow their recycling program in Swakopmund and to meet Council halfway in reducing waste to landfill sites.

The knowledge gained will be applied in Namibia, namely Swakopmund, to improve waste management throughout the country.

Let's build a Sustainable future together!

"It always seems impossible until it's done" Nelson Mandela.