

11. **RECOMMENDATION OF THE MANAGEMENT COMMITTEE**11.1 **MANAGEMENT COMMITTEE MEETINGS HELD IN OCTOBER 2024**

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11.1.39

REQUEST FOR APPROVAL FOR GONDWANA COLLECTION NAMIBIA TO INSTALL HEART FRAME AT KRAMERSDORF, SWAKOPMUND

(C/M 2024/10/31 - 7/2/2)

Ordinary Management Committee Meeting of 17 October 2024, Addendum **10.13** page **25** refers.**A. This item was submitted to the Management Committee for consideration:****1. Background:**

Gondwana Collection Namibia, a leading sustainable tourism company with over 20 lodges and camps across Namibia, has submitted a proposal to install a heart frame at Kramersdorf, Swakopmund (**Attached as Annexure "A"**), as part of their Hearts Across Horizons campaign. The campaign aims to create iconic photo opportunities at Namibian landmarks, enhancing the tourism experience.

Gondwana Collection Namibia has expressed a desire to place the heart frame near the municipal-installed frame, specifically at the far end of the walkway, and also propose a second heart frame opposite the Delight Swakopmund as seen in **Annexure "B"**. This placement has been carefully chosen to avoid disrupting pedestrian traffic while maintaining the aesthetic appeal of the area.

2. Discussion

Gondwana Collection Namibia wishes to proceed with the installation of the heart frame at Kramersdorf. However, in light of Swakopmund's wet and coastal weather conditions, which may cause rusting, the approval is subject to the following conditions:

1. Material Specifications:

The heart frame must be constructed from non-corrosive materials, such as aloe or recycled materials, that will not rust or degrade due to the humidity and salt air prevalent in Swakopmund. This will ensure longevity and minimal maintenance requirements.

2. Secure Installation:

Gondwana Collection Namibia must ensure the frame is securely anchored to prevent toppling, particularly during high winds or adverse weather conditions, which could pose a safety risk to visitors.

3. Ongoing Maintenance:

Gondwana Collection Namibia will be responsible for the ongoing maintenance of the heart frame. This includes ensuring that the structure remains safe, aesthetically pleasing, and in good condition over time. Any necessary repairs must be carried out promptly at Gondwana Collection Namibia's expense.

4. Indemnity Clause:

As a prerequisite to the approval, Gondwana Collection Namibia must indemnify the Municipality from any damages, injuries, or liabilities that may arise during or after the installation of the frame. This includes any claims related to the structural integrity of the heart frame or potential threats to public safety.

3. Conclusion

It is recommended that the Council approves the installation of the heart frame by Gondwana Collection Namibia, subject to the conditions outlined above. This initiative aligns with the Municipality's tourism development goals and will further enhance Swakopmund's attractiveness as a key destination in Namibia.

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

- (a) That the 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 the Council be indemnified against any damage, theft, or liabilities arising from the installation, use, or maintenance of the heart frame, ensuring the Council is not held accountable for any incidents related to the structure.**
-



Tel: +264 61 427 200 | Fax: +264 61 251 863
PO Box 80205 | 42 Nelson Mandela Avenue | Windhoek, Namibia | info@gondwana-collection.com
www.gondwana-collection.com

To whom it may concern

I hope this message finds you well.

Gondwana Collection Namibia, a sustainable hospitality and tourism company, is excited to propose the installation of a heart frame at Kramersdorf, a popular tourist destination in Swakopmund.

As part of our Hearts Across Horizons campaign, we aim to install heart frames at iconic Namibian landmarks to create unique photo opportunities for visitors. We believe a heart frame at Kramersdorf would be a captivating addition to this popular tourist destination.

The heart frame would be designed to seamlessly blend with the existing landscape while providing a visually striking focal point. We would be responsible for all costs associated with the project, including design, construction, installation, and ongoing maintenance.

We are confident that this initiative would not only enhance the appeal of Kramersdorf but also contribute to the overall tourism development of Swakopmund.

We kindly request your permission to proceed with this project. We are open to discussing any specific requirements or concerns you may have.

Thank you for your time and consideration. We look forward to the possibility of collaborating with your municipality on this exciting venture.

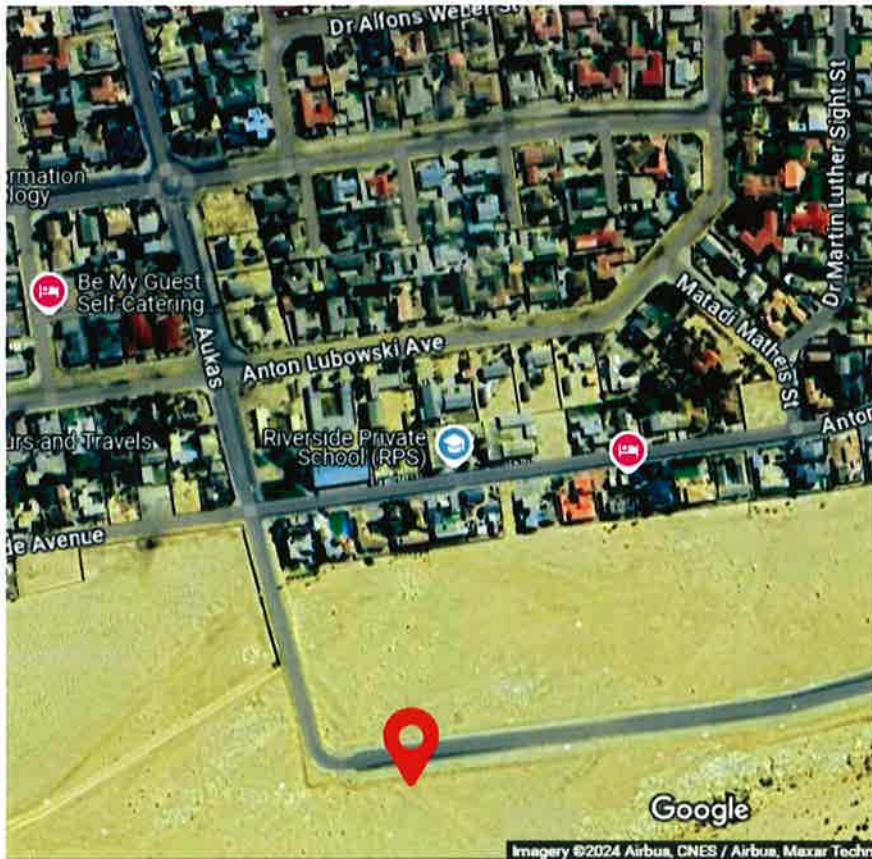
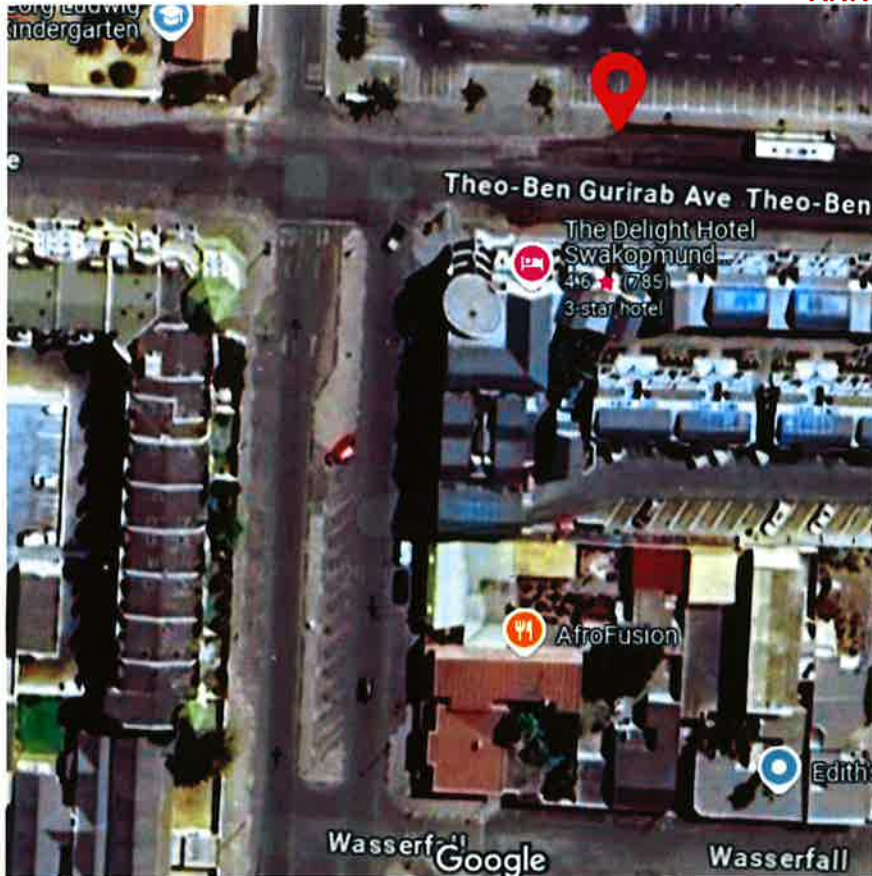
Yours Faithfully,

Jes Bekker
Group Brand and Marketing Manager
Gondwana Collection Namibia

Gondwana Collection Namibia Pty (Ltd) Company Reg. No. 2017/0459
Board of Directors: GJ Joubert (Managing Director), J Visser, CJ Gouws



ANNEXURE "B"



11.1.40

SUBDIVISION OF ERF 3754 SWAKOPMUND PROPER INTO PORTION A AND REMAINDER

(C/M 2024/10/31 - E 3754)

Ordinary Management Committee Meeting of 17 October 2024, Addendum **10.14** page **29** refers.

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

The purpose of this submission is for the Council to consider an application to subdivide Erf 3754, Swakopmund Proper into Portion A and Remainder in terms of Section 105 (1) (e) (ii) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).

2. Introduction and Background

An application to subdivide Erf 3754, Swakopmund Proper into Portion A and Remainder was received by the Engineering and Planning Services from van der Westhuizen Town Planning and Properties, applying on behalf of the registered owner Mr. D. de Wet. The application is attached as **Annexure A**.

3. Ownership

Ownership of Erf 3754, Swakopmund Proper is held in the Certificate of Registered Sectional Title 87/2015 and vests in Le Beatitudes Properties Two/Five cc. Proof of ownership has been attached to the application.

4. Zoning, Locality and Size

Erf 3754, Swakopmund Proper is zoned "general residential 1" with a density of 1:100m² as indicated in the figure below. The erf is situated along Moses //Garob Street and measures 2050m² in extent. The Erf currently accommodates a development of dwelling units and a residential dwelling.

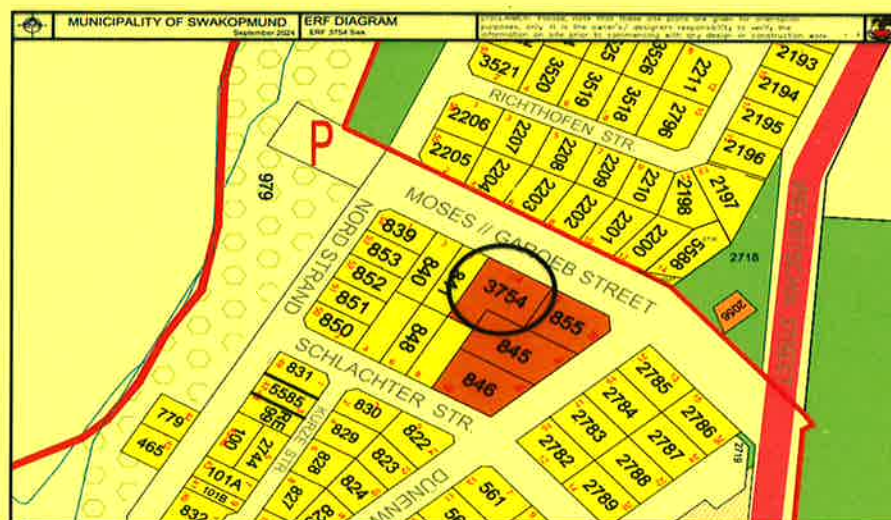


Figure 1: Erf 3754, Swakopmund locality and zoning map

5. **Access, parking and municipal services**

Access to Erf 3754, Swakopmund Proper is obtained from Moses //Garoeb, which is 40m wide. Parking for the proposed development will be provided as stipulated by Clause B 2.7 (a) Table B2 of the Swakopmund Zoning Scheme, which is one parking per dwelling unit.

The Erf is already connected to the existing services network. However, there will be individual connections to be done to the units. Moreover, any further extension of services required should be done to the satisfaction of the General Manager: Engineering and Planning Services, at the cost of the applicant (landowner).

6. **Public Consultation**

In terms of Regulation 10 (4) of the regulations relating to Urban and Regional Planning: Urban and Regional Planning Act, 2018 (Act No.5 of 2018) subdivision notices are required to be placed in local newspapers, on-site and in the government gazette. The applicant, in writing only notifies the neighbouring property owners of the intention to make that application. The neighbouring property owners were consulted via registered mail for their comments and/or objections. The closing date for objections was Friday, 17th of May 2024. No objections were received.

7. **Proposal**

The sectional title holders intend to subdivide Erf 3754, Swakopmund Proper into Portion A and Remainder to allow for the separation of the residential dwelling from the rest of the development. Portion A will ultimately be free-standing with its erf number. The remainder remains in the name of the registered owners of the sectional title scheme.

The table below illustrates the subdivision proposal:

Portion Number	Size in m²	Zoning
Portion A	1016 m ²	General Residential 1
Remainder 3754	1034 m ²	General Residential 1
Total	2050 m²	

8. **Evaluation**

As indicated above the intention of the applicant is, that separating the property into two portions does not pose any detrimental impact to the character of the neighbourhood. The zoning and density remain the same.

In terms of Sections 59 and 66 (k) of the Urban and Regional Planning Act, (Act no 5 of 2018), an endowment fee "must be made to a local authority or the State in trust for a future local authority" read in conjunction with Regulations 17 (d) of the Act, which stipulates that "a proof of payment of the endowment" before the Registrar of Deeds register the transfer of any portion which is subject to a condition of endowment. Furthermore, the Swakopmund Council's Property Policy stipulates that an endowment fee should be levied at a rate of 7,5% of the land value (market value as determined by the Municipal Valuer) of the first 10 erven created.

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

The current title deed conditions registered against Erf 3754, Swakopmund Proper should be retained for the Remainder of Erf 3754, Swakopmund

Proper and the following conditions should be registered against the title deed of the newly created Portion A:

- (a) *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),*
- (b) *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.*

10. Conclusion

The proposed subdivision of Erf 3754, Swakopmund Proper into Portion A and the remainder is not foreseen to have any significant negative impacts on the area. It can therefore be supported.

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

RECOMMENDED:

- (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:**
 - (i) *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),*
 - (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.*
 - (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 the Council.**
 - (g) **That the on-site parking requirements be as per the Swakopmund Zoning Scheme.**
-

ANNEXURE A - APPLICATION

19-03-08-3754

E-3754

TOWN PLANNING & PROPERTIESPO BOX 1598
SWAKOPMUND - NAMIBIA

Chief Executive Officer
Municipality of Swakopmund
PO Box 53
Swakopmund
Namibia



12 June 2024

Dear Sir,

SUBDIVISION OF ERF 3754, SWAKOPMUND, PROPER, INTO PORTION "A" AND REMAINDER.

Van Der Westhuizen Town Planning & Properties cc has been appointed by Mr. D. de Wet, a Registered Sectional Title holder in Denhil Villas on Erf 3754, Swakopmund, Proper, to undertake all necessary statutory steps for the:

- **SUBDIVISION OF ERF 3754, SWAKOPMUND, PROPER, INTO PORTION "A" AND REMAINDER**

Application is herewith made in terms of Section 105 (1) of the Urban and Regional Planning Act of 2018 for the subdivision of Erf 3754, Swakopmund, Proper, into Portion "A" and the Remainder.

1. BACKGROUND

In November 1990, Erven 842 and 843, Swakopmund, was consolidated into Erf 3754, Swakopmund (Annexure A).

The owner Mr D. de Wet (Senior) established Denhil Villas Sectional Title Scheme in 2010 and continued with the proposed development on one section of the property as there was an existing residential dwelling on the eastern part of the property. This residential dwelling unit is a section of the Denhil Villas Sectional Title Scheme and once the subdivision is approved such section will be removed from the Sectional Title Scheme by the relevant Attorneys assisting in the matter.

Mr D. de Wet (Senior), had recently passed away and it was agreed by the various sectional title holders of the scheme that the property be subdivided to split the units from the residential dwelling.

2. LOCALITY

Erf 3754, Swakopmund, Proper, currently measures approximately 2 050m² in extent and is located on Moses // Garoeb Street, Swakopmund, Extension 18. The property is located in one of the older neighborhoods of Swakopmund in close proximity of the ocean to the west. (**Annexure B**).

3. OWNERSHIP

Ownership of Erf 3754 vests with Trustees for the time being of Denhil Villas Sectional Title Scheme No. 32/2011, by means of Certificates of Registered Sectional Titles No's. 52/2011(1)(UNIT), 52/2011(2)(UNIT), 52/2011(3)(UNIT), 52/2011(4)(UNIT) and 52/2011(5)(UNIT), attached as **Annexure C** to this document. Power of Attorneys for the proposed intentions were also given by the Charmain, for the time being, of Denhil Villas Sectional Title Scheme No. 32/2011 and is attached as "**Annexure D**".

4. INTENTION OF CLIENT AND PROPOSED SUBDIVISION

It is the intention to subdivide Erf 3754, Swakopmund into Portion "A" (1016m²) and Remainder (1034m²). This will effectively allow for the separation of the Residential House from the rest of the Sectional Title Scheme (**Annexure E**). Portion A will then provide the Residential Dwelling with its own Erf number and property. The Remainder will remain in the name of the registered owners of the Sectional Title Scheme of Denhil Villas.

The property being subdivided measures approximately 2050m² in extent and is suitable for the intended subdivision due the current size of the property. The intended subdivision is also in line with the provision of the Swakopmund Town Planning Scheme.

The proposed subdivision and new erf sizes will be as follows:

Proposed Portions	Portion Sizes in ha
Portion A	1 016m ²
Remainder of Erf 3754	1 034m ²
Total m²	2 050m²

5. ACCESS

Access to the property is current obtained from Moses // Garoeb Street. After the subdivision is approved the newly created Portion A will remain gaining access from the same street, as currently practiced. There will be no need for additional access points as the uses already enjoys separate access points.

6. INFRASTRUCTURE SERVICES

Erf 3754 is currently connected to the existing infrastructure network. There will be no need for infrastructure connections as both uses already operate independently from each other in terms of services. Any special unforeseen needs shall be communicated to the Local Authority.

7. PUBLIC PARTICIPATION

Neighbouring property owners have been requested for their comments/objections on the proposed subdivision. No objections from surrounding property owners were received by the closing time for objections. Attached please find copies of letters to neighbours via registered mail (**Annexure F**). Site notices were also placed on the erf and Municipal Notice Board for public comments (**Annexure G**). Closing date for comments or objections to the proposed subdivision was on 17 May 2024. No Objections were received against the proposed intentions of our client (**Annexure H**).

8. CONCLUSION

It is the opinion that the intended subdivision is in line with the provisions of the Swakopmund Town Planning Scheme and can thus be found favorable for approval. The proposed subdivision will in no way have any effect on the existing services as no density change is requested. The application is concerned with a mere separation of the existing structures and uses on the property.

9. APPLICATION

Application is herewith made in terms of Section 105 (1) of the Urban and Regional Planning Act of 2018 for the subdivision of Erf 3754, Swakopmund, Proper, into Portion "A" and Remainder.

It is trusted that you will find the above application in order and favorable for approval by Council.

Yours Faithfully,



A R VAN DER WESTHUIZEN

Prepared by me

 CONVEYANCER
 KOTZE, W C

Exempted from TRANSFER DUTY in terms of
 Section 9(1) (b) of Act 14 of 1993

Exempted from STAMP DUTY in terms of
 Section 16(a) of Schedule 1 of the Stamp
 Duty Act, Act 15 of 1993

Receipt No 3515103311 Date 04-08-2023

Receipt No 3515105511 Date 04-08-2023

RECEIVER OF REVENUE

RECEIVER OF REVENUE

**CONVEYANCER'S CERTIFICATE UNDER SECTION 11(4)
 OF THE SECTIONAL TITLES ACT, 1971**

PROTOCOL NO. SW 3500

I, WILLEM CAREL KOTZE
 the undersigned Conveyancer,

hereby certify that:

1. I am duly authorised to act in the matter herein mentioned;
1. **LE BEATITUDES PROPERTIES TWO CC**
 (Registration number : CC/2002/1591)

and

2. **LE BEATITUDES PROPERTIES FIVE CC**
 (Registration number : CC/2002/1594)

(hereinafter referred to as the **TRANSFERORS**)

are the registered owners of a Unit, Section No. 5 as shown and more fully described on Sectional Plan ~~which is to be registered~~ in the development scheme known as DENHIL VILLAS, in respect of the land and building or buildings, situate at Erf No. 3754 SWAKOPMUND, in the Municipality of SWAKOPMUND, Registration Division "G", ERONGO REGION, of which the floor area, according to the said Sectional Plan is 9 (NINE) square metres in extent; and

together with An undivided share in the common property in the development scheme, apportioned to that section in accordance with the participation quota as endorsed on that Sectional Plan, apportioned to the said Section in accordance with the participation quota of the said Section specified in a Schedule endorsed on the said Sectional Plan and held under **CERTIFICATE OF REGISTERED SECTIONAL TITLE STILL TO BE REGISTERED.**

3. **LE BEATITUDES PROPERTIES FIVE CC**
(Registration number : CC/2002/1594)
- is the TRANSFEREE of the said Unit;
4. Transfer of the said Unit arises from the following cause:
- the Transferors and the Transferee agreed to partition in terms of a Partition Agreement dated 1 May 2015.
5. (i) Provision has been made to the satisfaction of the Body Corporate for the payment of all monies due to the Body Corporate by the Transferor of the Unit;
- (ii) According to a sworn declaration furnished by the Transferor, there are no interdicts, caveates or other notices applicable and the Transferor is not insolvent.
6. I am satisfied that the Transfer to be effected is in all respects in accordance with law and that I have, where possible, verified all relevant facts and matters and have, where necessary, obtained proof in substantiation thereof.

SIGNED at WINDHOEK


on this 2nd day of October 2015


CONVEYANCER

Name in block letters
Postal Address

WILLEM CAREL KOTZE
P O Box 3516, WINDHOEK

I/We, WILLEM CAREL KOTZE, the authorised Agent of the registered owner(s) of the aforesaid property, hereby request the Registrar to register the transfer of the property in the relevant Register.


Duly authorised Agent of the Owner

by virtue of a Power of Attorney, signed on the 1st of May 2015.



SPECIAL POWER OF ATTORNEY

I/We, the undersigned,

DANIEL ROCCO MCPHERSON (ID: 520605 5133 084)

In my/our capacity as

CHAIRMAN, FOR THE TIME BEING, OF DENHIL VILLAS BODY CORPORATE SECTIONAL TITLE SCHEME NO. 32/2011

do hereby nominate, constitute and appoint,

VAN DER WESTHUIZEN PLANNING & PROPERTIES CC, P O BOX 1598, SWAKOPMUND

With power of Substitution, to be my lawful Attorney and Agent in my/our name, place and stead, negotiate and to make all necessary applications to **Municipality, Town Council, Ministry of Urban and Rural Development or any other authority**, for the:

- **SUBDIVISION OF ERF 3754, SWAKOPMUND, PROPER, INTO PORTION "A" AND REMAINDER.**

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

SIGNED at Swakopmund this 23 day of July 2024

In the presence of the undersigned witnesses.

WITNESSES:

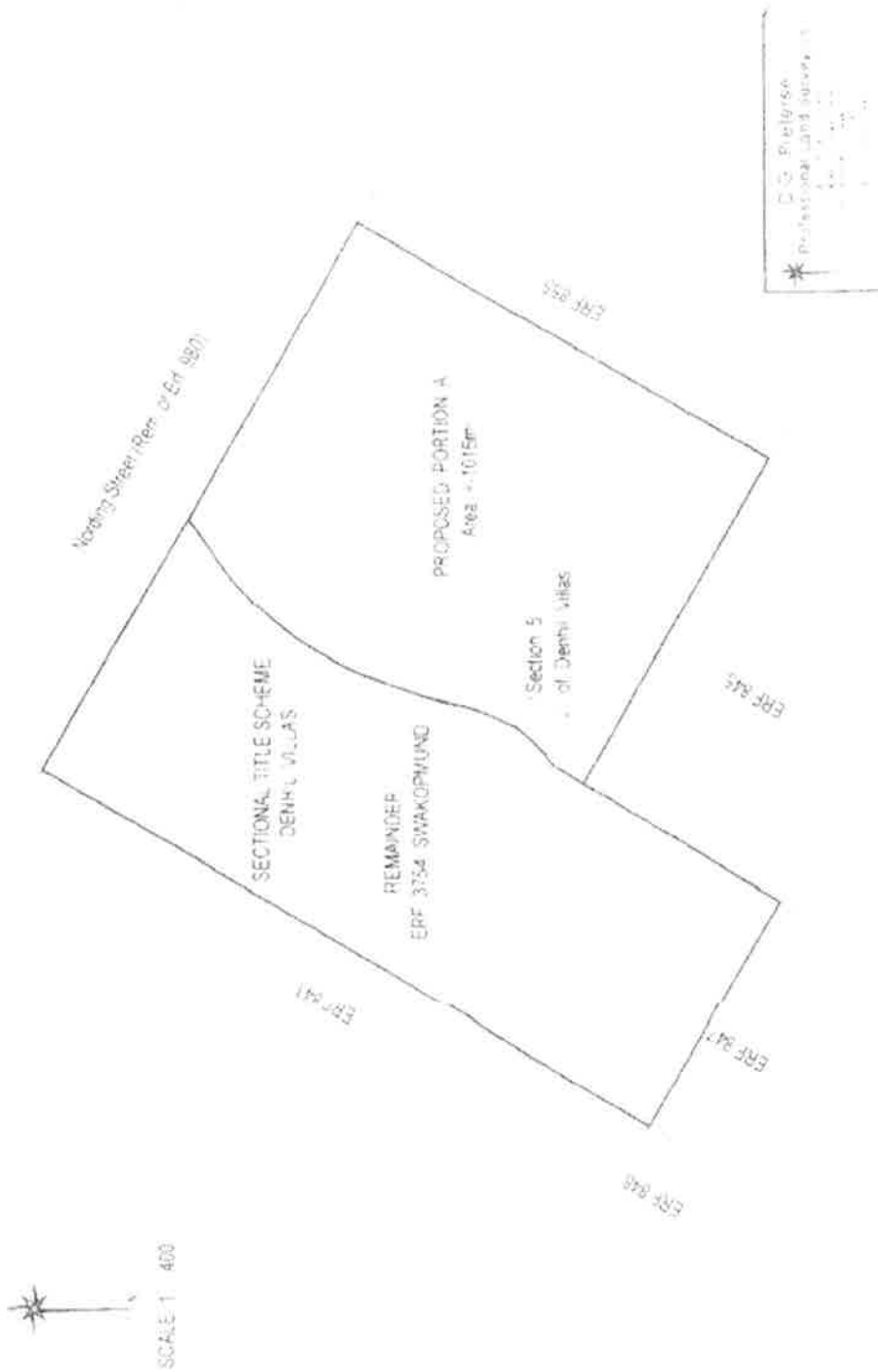
1. 

2. 



DANIEL ROCCO MCPHERSON

PROPOSED SUBDIVISION OF SECTIONAL TITLE ERF 3754, SWAKOPMUND



1/10/24

E 3754

LIST OF REGISTERED ITEMS POSTED



by *Van Der Wallegem Town Planning & Properties*

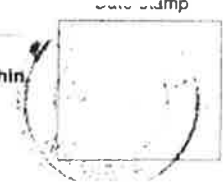
Sender's reference no.	Addressee's name and address	Registration no.
E 844	LAMER (PTY)LTD PO BOX 4580 Sudbury	RR 012 447 705 NA
E 847	JH & HJ PO Box 1784 Sudbury	RR 012 447 691 NA
E 848	RV Investments 3720 PO Box 2188 Sudbury	RR 012 447 688 NA
E 845	E Bohanic PO Box 2473 Sudbury	RR 012 447 674 NA
E 845	University 18 PO Box 14580 Sudbury	RR 012 447 665 NA
E 941	AC Van Der Wallegem PO Box 112 Sudbury	RR 012 447 657 NA
E 2201	SE Stoychev PO Box 3821 Sudbury	RR 012 447 643 NA
E 2201 (2)	Impressions PO Box 3275 Sudbury	RR 012 447 630 NA

Stamp	14.21.51
Counter	1 SARLOHEG
Unit Product	Price Unit
B Registered	\$37.69
B Standard Stamp	\$45.65
Net	\$83.34
Tax Code	Amount
URT A (0%)	
URT B (15%)	
Total	\$383.20
Cash	\$496.00
Change	\$116.80
Refer	
Address	

RECEIPT NO: 264-13109-1-4257593 ?
 THANK YOU FOR USING YOUR POST OFFICE
 SERVICE. GO TO WWW.POSTALSERVICES.CA
 TO GET THE LATEST INFORMATION.

Number of items *eight* Received by *[Signature]* Date stamp

No compensation will be considered unless enquiry regarding this postal article is made within one year after the date of posting.



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 2024/10/31 - E 4058)

Ordinary Management Committee Meeting of 17 October 2024, Addendum **10.16** page **43** refers.

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

1. Purpose

The purpose of this submission is for the Council to consider the application for the rezoning of Erf 4058, Swakopmund Extension 7 from "Local Authority" to General Industrial and Consent to operate an Abattoir on Erf 4058, Swakopmund Extension 7 as per the provisions of the Swakopmund Zoning Scheme.

2. Introduction and Background

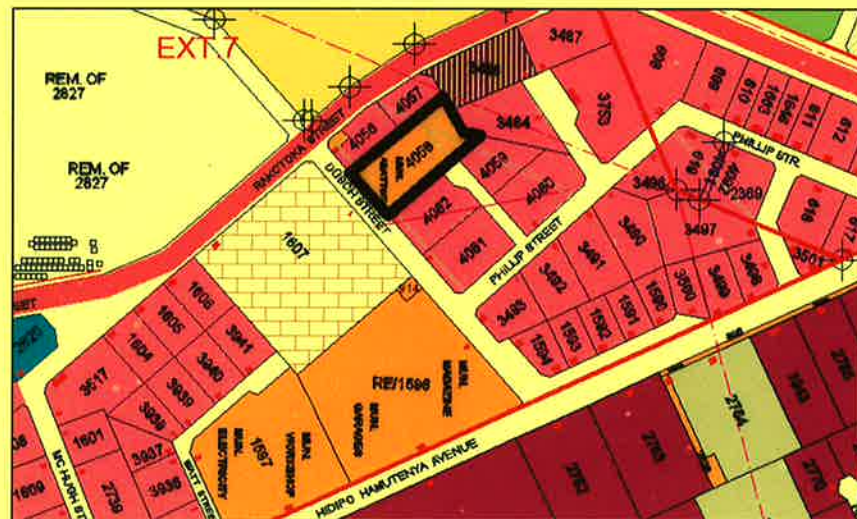
An application for the rezoning of Erf 4058, Swakopmund Extension 7 was received by the Engineering and Planning Services Department from Stewart Planning Town and Regional Planners on behalf of the owner. The application is attached as **Annexure A**.

3. Ownership

Ownership of Erf 4058, Swakopmund Extension 7 vests in Swakopmund Abattoir CC as per Title Deed No. T 6480/2003. Proof of ownership has been attached as **Annexure B**.

4. Zoning, Locality and Size

Erf 4058, Swakopmund Extension 7 is zoned "local authority" and is situated along Düscher Street. The erf measures 5826m² in extent and currently accommodates an abattoir.



Locality of Erf 4058, Swakopmund Extension 7

5. Access Municipal Services and Parking

The current access to Erf 4058, Swakopmund Extension 7 is obtained via Düsck Street and will be maintained. Parking for the proposed development is currently provided on-site in accordance with the provision of the Swakopmund Zoning Scheme and will be provided in terms of the same scheme for future developments on the site. The property is connected to the existing bulk and internal municipal services.

6. Public consultation

The public consultation for the proposed rezoning was done in terms of Section 107 and Regulations 10 & 12 of the Urban and Regional Planning Act (**Annexure C**).

The neighbouring property owners were notified in writing via registered mail, of the intent to rezone the property. The rezoning was also advertised on the 7th & 14th of June 2024 in the Namibian and Namib Times newspapers and in the Government Gazette of 14th June 2024. A notice was additionally placed on the Council's notice board as well as on-site. The last date to submit objections and comments was the 14 June 2024. One objection was received.

7. Objection

An objection was received from the owners of Erf 3486, Swakopmund Extension 7 against the proposed rezoning. The objector raised concerns about the proposed rezoning being harmful to human health and marine life when released into the atmosphere. They further noted that it would be flammable, toxic and corrosive and that the proximity of Erf 4058, Swakopmund Ext. 7 will directly affect their health.

8. Development Proposal

The purpose of the proposed rezoning of Erf 4058, Swakopmund from "Local Authority" to "General industrial" is to accommodate the existing land use activity of an abattoir and to make provision for any other future expansions on the site. The Swakopmund Abattoir has been operating from this premises for more than 20 years. The operations of the abattoir have been of low intensity and have had minimal impact on the surrounding social facilities and services and are anticipated to remain the same.

Swakopmund Extension 7 is predominantly characterized by light industrial, industrial and local authority zoned erven, which makes the proposed zoning compatible. Additionally, Erf 4058, Swakopmund Extension 7 is located in an area recognised for economic opportunities by the Swakopmund Structure Plan 2020-2040. In terms of the socio-economic impacts, the abattoir provides employment opportunities to residents of the town, and the rezoning will allow for the enhancement and creation of similar opportunities with the envisaged expansion and other future developments on the site.

An Abattoir and its related services are accommodated under the definition of a "noxious building" in terms of the Swakopmund Zoning Scheme. (see below). Noxious buildings are a consent use on erven zoned general industrial. It is against this background that the special consent of the Council is sought.

"NOXIOUS BUILDING" means an offensive use or another use which constituted a nuisance, without prejudice to the generality of the foregoing, such as:

Chemical works, paint works, breweries and distilleries, sugar mills and sugar refineries, manure-, superphosphate- or fertilizer works; or premises used for the storing or mixing of manure, super phosphate or fertilizers or premises for the storing, drying, preserving or other treatment of bones, horns or hoofs, premises used for the storing, sorting or treatment of hides and skins, other than in a dry and inoffensive condition, abattoirs, glue or size factories, entrails scraping and tripe boiling works; soap or candle works, fat and dripping works and any other similar works where meat, bones, blood, offal or other animal organic matter is handled, wool scouring or wool washing works, rock lobster or fish processing works, fish pickling or rock lobster and fish canning trades, whaling stations, premises or trades used for the storing or handling and processing of material originating from fish, whales and seals, paper-mills or paper factories, grinding or extract factories, destructors, depositing sites or other sites for the disposal processing of domestic refuse, trade refuse, street refuse, sewage or night-soil, lead melting works, oil refineries and other trades in connection with the processing on by-products or petroleum refining, paint and varnish works, quarries, asbestos cement-, bricks- and lime-works, metallurgical works, reduction and reprocessing works or any other works or trade which the Competent Authority may declare as such by notice in the Government Gazette: Provided that upon production of a certificate by the Medical Officer of Health, in consultation with the Inspector of Factories, that the process to be used in the conduct of any of the said industries or factories listed above will eliminate nuisance or danger to health in neighbouring premises arising from:

Extract from the Swakopmund Zoning Scheme

9. Evaluation

The proposed rezoning serves as a means of applying the correct land use to a site whose activity has been in operation for more than 20 years. Since the sale of the property by the Council in 2003, the current owners never applied to have it rezoned before, it is just being done now. It has since resulted in the application of building restrictions on Erf 4058, Swakopmund Extension 7 due to the current land use. This has necessitated the proposed rezoning.

The rezoning will enable the owners to grow and expand the Abattoir. It is important to note that it has been in operation without any objections from the Council and other surrounding property owners. It is therefore deemed to be compatible with the surrounding land uses in the area and is aligned with the Swakopmund Structure Plan. This is an indication that the services offered by the abattoir are a need in the community.

An assessment of the objection that was received indicates a misconception of the term "noxious building", as the objector mentioned that human and marine life would be negatively impacted by the proposed rezoning and that it would be flammable, toxic and corrosive. This application is a mere correction of land use which is aimed at aligning the activity on site, namely, the abattoir with the correct zoning, being "general industrial". The operations of the abattoir will continue as normal. No gas or harmful substance emissions will be taking place, and other associated activities will be contained as have been on the premises of Erf 4058, Swakopmund Extension 7. There are no records on file that indicate complaints received by the Council from this objector or any of the surrounding property owners regarding the activities of the abattoir in the past. It can therefore be inferred that there was a misunderstanding of the term "noxious building".

10.1 Compensation

The rezoning of Erf 4058, Swakopmund Extension 7 from "Local Authority" to "General Industrial" and Consent for a Noxious Building to operate an Abattoir is not subject to 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. The Policy states that a rezoning from "municipal" to "any zone" is not subject to a compensation fee.

10. **Conclusion**

The rezoning of Erf 4058, Swakopmund Extension 7 from "local authority" to "general industrial" 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 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 the Council's decision and their right to appeal to the Minister against the 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.**
-

ANNEXURE A

17-03-08-4058

E 4058



STEWART PLANNING
TOWN & REGIONAL PLANNERS

First Floor 122 On Main
Sam Nujoma Avenue
Walvis Bay

P.O. Box 2095
Tel: (064) 280 770
Email: maria@sp.com.na

Reference: 4058_S

24 May 2024

APPLICATION FOR REZONING AND CONSENT USE

ERF 4058 SWAKOPMUND EXTENSION 7

Rezoning from "Local Authority" to "General Industrial" with consent for a noxious
Industry

Submission to:

Chief Executive Officer
Municipal Council of Swakopmund
c/o Rakotoka Street and Daniel Kamho Avenue
PO Box 53
Swakopmund

**Prepared for:**

Swakopmund Abattoir CC
PO Box 4058
Swakopmund

Prepared by:

Stewart Planning
Town & Regional Planners
First Floor 122 On Main
Sam Nujoma Avenue
P.O. Box 2095
Walvis Bay

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ATTACHMENTS

- Annexure A: Copy of the Power of Attorney form
- Annexure B: Copy of the Deed of Transfer
- Annexure C: Locality Map
- Annexure D: Zoning Plan



1. INTRODUCTION

The Swakopmund Abattoir is operated from Erf 4058 Swakopmund Extension 7 (the site). An Abattoir is considered a noxious industry in terms of the Swakopmund Zoning Scheme and should be accommodated on a General Industrial zoned property with consent use rights for a noxious industry.

Stewart Planning Town and Regional Planners have been appointed by the owners of the site, Swakopmund Abattoir CC, to submit an application for rezoning and consent use to spatially justify the existing operation of the Abattoir on the site. The application will not only spatially correct the existing land use activity, but will also enable the owners to grow and expand the Abattoir, which is being restricted by the current land use rights of the site.


Application is made in terms of the Urban and Regional Planning Act, Act no. 5 of 2018 under Section:

1. 105(1)(a) for the **REZONING** of Erf 4058 Swakopmund Extension 7 from **Local Authority** to **General Industrial**.
2. **CONSENT USE** for a **Noxious Building** to operate an **Abattoir** on Erf 4058 Swakopmund Extension 7 as per the provisions of the Swakopmund Zoning Scheme.

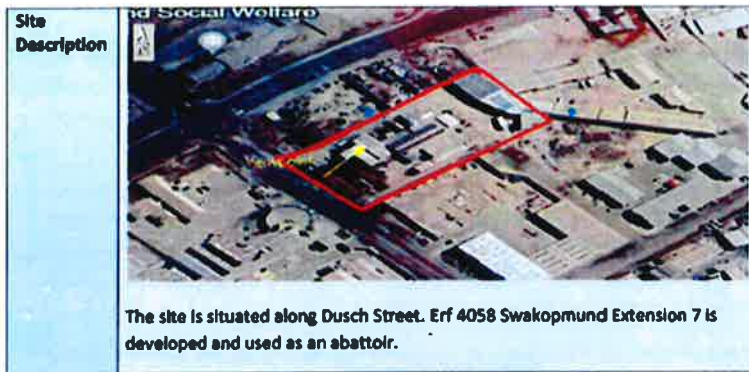
2. PROPERTY DESCRIPTION

The property description is given in the table below:

Table 1: Erf 4058, Swakopmund Extension 7 – Property Description

ERF 4058 SWAKOPMUND EXTENSION 7	
Local Authority	Municipal Council of Swakopmund
Township	Swakopmund
Extension	7
Size	5 826m ²
Owner	Swakopmund Abattoir CC purchased the property from the Municipal Council of Swakopmund during 2003. - Copy of the Power of Attorney (POA) form is attached as Annexure A. - Copy of the Deed of Transfer is attached as Annexure B.
Zoning	Local Authority 





3. SITE LOCALITY

The site is in Swakopmund Extension 7, near the intersection of Rakotoka and Dusch Street. The site is highly accessible due to its proximity to Rakotoka Street on the west and Hidipo Hamutenya Avenue on the east.



Figure 1: Site Locality Map. Locality Plan attached as Annexure C

- The existing road structure allows for good permeability in and around the area.
- The property is near other industrial land uses.



3.1 EXISTING ZONING

- ✓ The site is zoned **Local Authority**.
- ✓ There are other Local Authority zoned erven near the site such as the Municipal Council of Swakopmund Technical workshop and the Sewerage ponds.
- ✓ The zones in the immediate context of the site are Light Industrial and Institutional (Ministry of Information and Communication and Technology) located across Dusch Street.
- ✓ At a broader context, the following zones can be found: General Industrial, Parastatal and General Business.
- ✓ Considering the above, the proposed zone blends well with the existing context.

3.2 EXISTING LAND USE/SITE CONTEXT

- ✓ The site is being used as an **Abattoir** for the past 20 years.
- ✓ The uses in the area are predominantly industrial.
- ✓ Across the road from the site is the **Ministry of Information and Communication Technology**.
- ✓ The existing development has blended well with the surrounding context all these years without any objection.

4. THE PROPOSAL

4.1 ZONING PROPOSAL

The proposed application encompasses the rezoning of the site from **Local Authority** to **General Industrial** to accommodate the existing land use and any other intended future expansion to the site. Importantly, the rezoning will permanently entrench the land use rights of the proposed new zoning. The rezoning will be compatible with the existing zonings in the surrounding area.

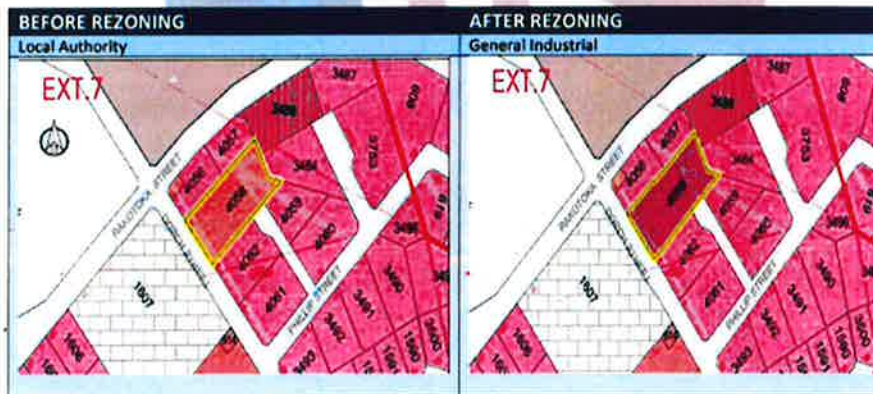


Figure 2: Zoning Plan



4.2 CONSENT USE

The Swakopmund Zoning Scheme and in particular the Swakopmund Amendment Scheme No.12 allows for an abattoir to operate under the General Industrial Zone as a consent use under Noxious Industry. The following are the permitted land uses under clause 4 (g) of the Swakopmund Amendment Scheme No.12:

G. GENERAL INDUSTRIAL ZONE

1. Colour Notation:	Dark Purple Fill
Primary Uses:	Industrial Building, Light Industrial, Warehouse, Dry Cleanette, Laundrette, Scrap Yard, Building Yard.
Consent Uses:	Public Garage, Service Stations, Office Buildings, Shop, Place of Amusement, Place of Instruction, Noxious Industry

As stated earlier the abattoir has existed over 20 years without objection from Council or the surrounding and immediate context. The registered owner of Erf 4058 Swakopmund Extension 7 has been operating a successful abattoir facility from the application site, unfortunately without the necessary land use approval. The owners want to apply for consent use to permit the existing land uses, which includes the abattoir and related services.

5. DEMAND, NEED, AND DESIRABILITY

The existence of the abattoir for so many years without any objection from the surrounding neighbourhood or the Municipal Council of Swakopmund has necessitated a demand, need and desirability for the said development. Thus, it can be inferred that the abattoir is necessary and desirable for the following reasons:

- The abattoir provides employment opportunities to residents of the town. The proposed rezoning and consent use will enable the abattoir to offer more employment opportunities in the future.
- The abattoir is a need because it offers a service that is unique amongst the surrounding area.
- The site occupies a desirable location and enjoys easy access to the residents of the town.
- The rezoning is not envisioned to cause any traffic congestion in the future as any future developments on the site will not deviate from the current and existing buildings.
- The operations of the abattoir have been of low intensity, thus the impact on the surrounding social facilities and services has been minimal and will remain the same.
- The abattoir has always blended in well with the surrounding land uses and developments.

6. STATUTORY/POLICY SUPPORT

The need and desirability of the application will be measured against the following policy documentation:

- Swakopmund Zoning Scheme
- Swakopmund Urban Structure Plan 2020-2040



6.1 Swakopmund Zoning Scheme

The rezoning of Erf 4058 Swakopmund Extension 7 from **Local Authority** to **General Industrial** will comply with the clauses/provisions/restrictions set out in the Swakopmund Zoning Scheme for General Industrial zoned land such as the following:

- Coverage
- Loading and Off-loading
- Parking
- Building Lines
- Height
- Amenity

The abattoir and existing land uses are not an offensive trade nor an industry which causes smoke, smell, fumes, noise or dust in any quantity. The rezoning and consent use application will not distract from the visual characteristics of the area.

6.2 Swakopmund Urban Structure Plan 2020-2040

Erf 4058 Swakopmund Extension 7 is situated in the area deemed as areas of **Economic Opportunities** as per Figure 53 on page 72 in the Swakopmund Urban Structure Plan.

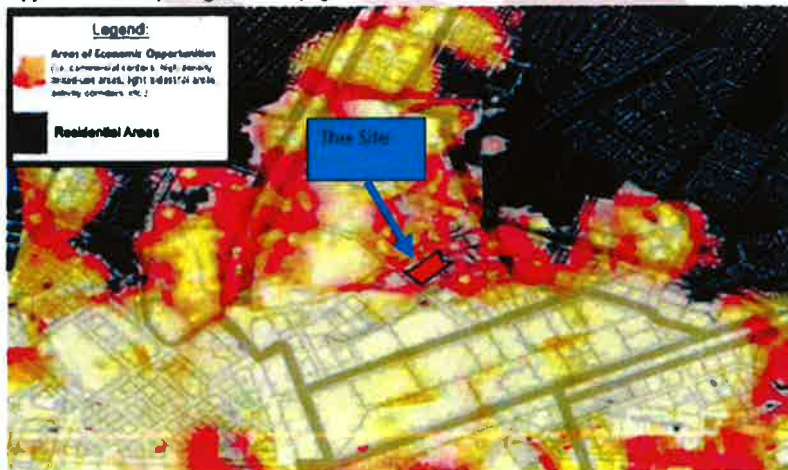


Figure 3: Location of Erf 4058 Swakopmund Extension 7 in the Identified areas of **Economic Opportunities** per the Swakopmund Urban Structure Plan 2020-2040.

As depicted in Figure 3 above the approval of this application will be in accordance with the future planning and development of Swakopmund. Also, the surrounding properties are supporting the abattoir and related uses, therefore its continuance should be encouraged.



7. SUMMARY

The proposed rezoning and consent use of Erf 4058 Swakopmund Extension 7 as motivated in this report, can be favourably considered for the following reasons:

- ✓ The land use (abattoir and related services) has been operating without any hindrance to the wider context of the town and the immediate and surrounding context.
- ✓ The land use will continue to promote good order and better security in the area.
- ✓ The land use will promote amenity, convenience, and general welfare in the area to no expense of the people.
- ✓ The land use is supported in terms of the applicable town planning statutory/policy guidelines.

Due to the above reasons, the Municipality's approval of this application will be appreciated.

8. PUBLIC CONSULTATION

The public will be notified of the application in terms of Section 107(1) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) and Section 10 of the Act Regulations.

9. RECOMMENDATION

Given the need, desirability, and relevant policy alignment, it is recommended to support the following applications in terms of the Urban and Regional Planning Act, Act no. 5 of 2018 under Section:

1. 105(1)(a) for the REZONING of Erf 4058 Swakopmund Extension 7 from Local Authority to General Industrial.
2. CONSENT USE for a Noxious Building to operate an Abattoir on Erf 4058 Swakopmund Extension 7 as per the provisions of the Swakopmund Zoning Scheme.

I trust the above recommendation for the proposed rezoning and consent use application meets your favourable consideration. Please do not hesitate to contact me should you need additional information.

Yours faithfully,



Mario Mberira
Town Planning Officer



Tel: +264 64 280 770 | Email: mario@sp.com.na

Yours faithfully,



Bruce Stewart
Town Planner



Tel: +264 64 280 770 | Email: bruce@sp.com.na



SPECIAL POWER OF ATTORNEY



I, the undersigned,
CHRISTIAN JOHN HALL

Born on 03-11-1959

in my capacity as the authorised representative as appointed by SWAKOPMUND ABATTOIR CC, the registered owners of ERF NO.4058 SWAKOPMUND EXTENSION 7 do hereby nominate, constitute and appoint

STEWART TOWN PLANNING CC
PO BOX 2095
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 Authorised Planning Authority and/or Urban and Regional Planning Board and/or the Ministry of Urban and Rural Development for the following:

- 1. Rezoning of Erf 4058 Swakopmund Extension 7 from Local Authority to General Industrial with consent for a noxious industry

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.

Signed at SWAKOPMUND on 28 FEBRUARY 2024,
in the presence of the undersigned witnesses:

Signature: [Handwritten Signature]

Witness 1
Name: Maire

Signature: [Handwritten Signature]

Witness 2
Name: Elizabeth

Signature: [Handwritten Signature]



MC/001/2000/1501

DEED OF TRANSFER
NO. 2000

SWAKOPMUND ABATTOIR CC
REGISTRATION NUMBER : CC/2000/1501

ERF NO. 4058 (A PORTION OF ERF NO. 3485) SWAKOPMUND,
EXTENSION NO. 7

LORENTZ & BONE
ATTORNEYS, NOTARIES AND CONVEYANCERS
P.O. Box 85
WINDHOEK

Prepared by me:

[Handwritten Signature]
CONVEYANCER
COLEMAN, M

2460 / 2003

LORENTZ & BONE
Attorneys, Notaries & Conveyancers
12th Floor Frans Indange Gardens
P.O. Box 85, WINDHOEK

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

THAT

MARINDA COLEMAN

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

MUNICIPAL COUNCIL OF SWAKOPMUND

(The same has been read to the DEEDSBEREGER)

(Signed by the Registrar of Deeds, 2003 and signed at Swakopmund)

AND THAT APPEARER DECLARED THAT its said principal had on the 7th day of July 2003 sold, and that she, in her capacity as Attorney nforesaid, did by these presents, cede and transfer, in full and free property to and on behalf of

SWAKOPMUND ABATTOIR CC
REGISTRATION NUMBER : CC/2000/1501

(hereinafter styled the TRANSFEREE)

It's Successors-in-Title or Assigns,

CERTAIN Erf No. 4058 (a Portion of Erf No. 3485) Swakopmund,
 Extension No. 7

SITUATE In the Municipality of SWAKOPMUND
 Registration Division "G"

EXTENT 5826 (Five Thousand Eight Hundred and Twenty Six) Square
 metres, as will more fully appear from Annexed Diagram S G
 No. A 198/09

HELD BY Certificate of Registered Title No. T. 1305/1983

SUBJECT to the following conditions imposed by virtue of Section 19(7) of Townships and Division of Land Ordinance 1963, (Ordinance 11 of 1963), namely: -


IN FAVOUR OF THE LOCAL AUTHORITY :

(A) The erf shall be subject to the reservation by the Municipal Council of Swakopmund of the right of access and use without compensation of the area, three metres parallel with any boundary for the construction and maintenance of municipal services in respect of water, sewerage, drainage, electricity and gas, which right includes the right to place on such erf temporarily any materials that may be excavated during such operations on the erf or any adjacent erf.

(B) The minimum building value of the main building, excluding the outbuilding, must be at least four times the current municipal valuation of the erf.

WHEREFORE the Apparer, renouncing all the Right and Title the TRANSFEROR heretofore had to the premises and, in consequence, also acknowledge the TRANSFEROR to be entirely dispossessed of and disenthitled to, the same, and that, by virtue of these Presents, the said TRANSFEREE, It's Successors-in-Title or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its Rights; and finally acknowledging the purchase price amounting to the sum of N\$552,000.00

SIGNED AT WINDHOK on 14.10.2024
together with the Apparer, and confirmed with my Seal of Office


SIGNATURE OF APPEARER

In my presence


REGISTRAR OF DEEDS

REPUBLIC OF NAMIBIA
CLOSE CORPORATIONS ACT, 1988
(Sections 12, 13, 14, 24, 27, 29, 47 and 60)
(Regulations 2, 3 and 13)

Client

CC 2

Amended Founding Statement

Before filling in the form, first see notes on page 2.

REGISTRATION NUMBER OF CORPORATION CC/2000/1801	DATE OF RECEIPT
---	-----------------

PART A

	Dates of commencement of change
Full name of corporation SWAKOPMUND ABATTOIR CC	•
Previous name of corporation (if applicable)* N/A	•
Literal translation of name (if applicable)* N/A	•
Shortened form of name (if applicable)* N/A	•
Description of principal business* TO BE ENGAGED IN THE MEAT INDUSTRY IN ALL ITS FACETS	•
Date of end of financial year* LAST DAY OF FEBRUARY OF EACH YEAR	•

PART B

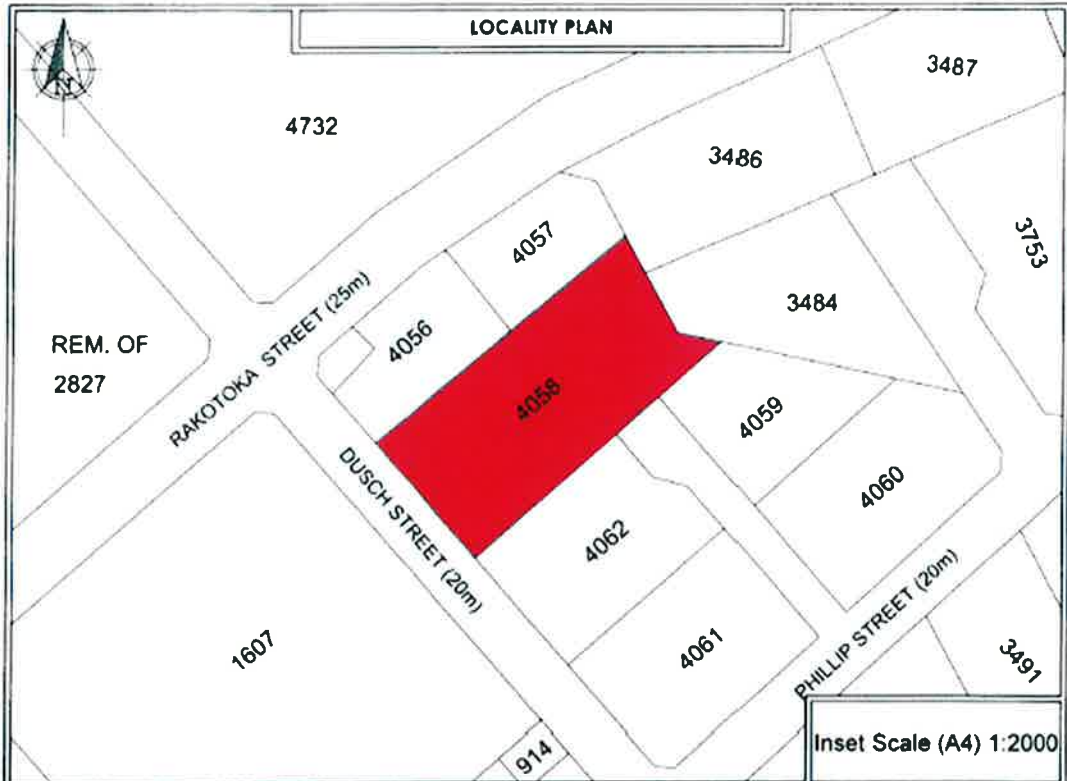
Postal address* P.O. BOX 2434, SWAKOPMUND, NAMIBIA	•
Address of registered office (not post office box)* MAKARIOS CENTRE, 1ST FLOOR, WEST WING, COTTAGE AVENUE, SWAKOPMUND, NAMIBIA	•
Name and address of accounting officer* F. COETZEE OF PRESTIGE ACCOUNTING AND TAX SERVICES CC, P.O. BOX 2434, SWAKOPMUND, NAMIBIA	•

(Attach written consent to appointment)

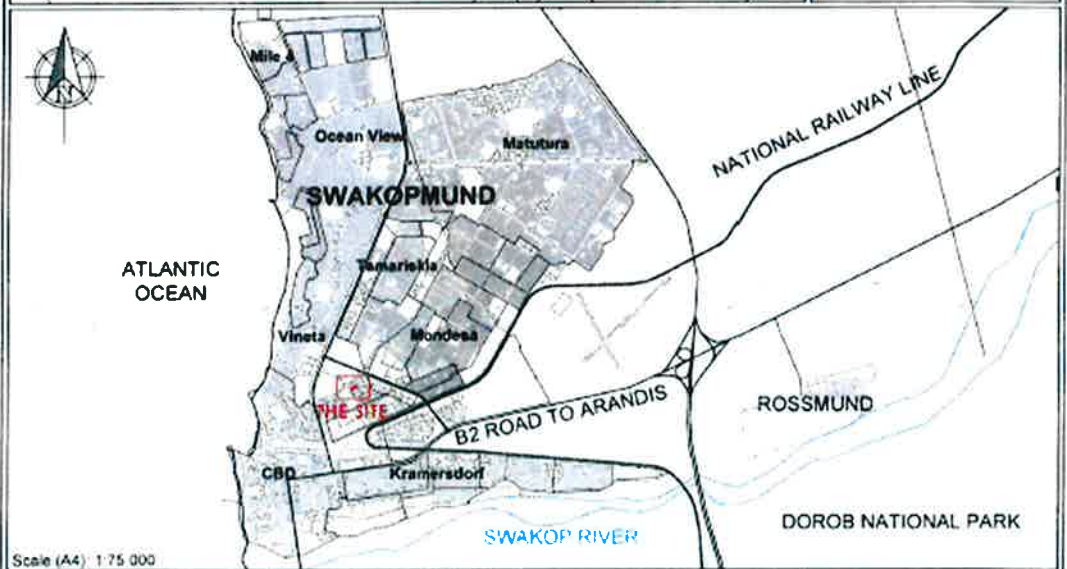
Full name of association or body of which accounting officer is a member **THE SOUTHERN AFRICAN INSTITUTE FOR BUSINESS ACCOUNTANTS**

Membership/Practice No. **SAIBR900**

* See note 2 on page 2



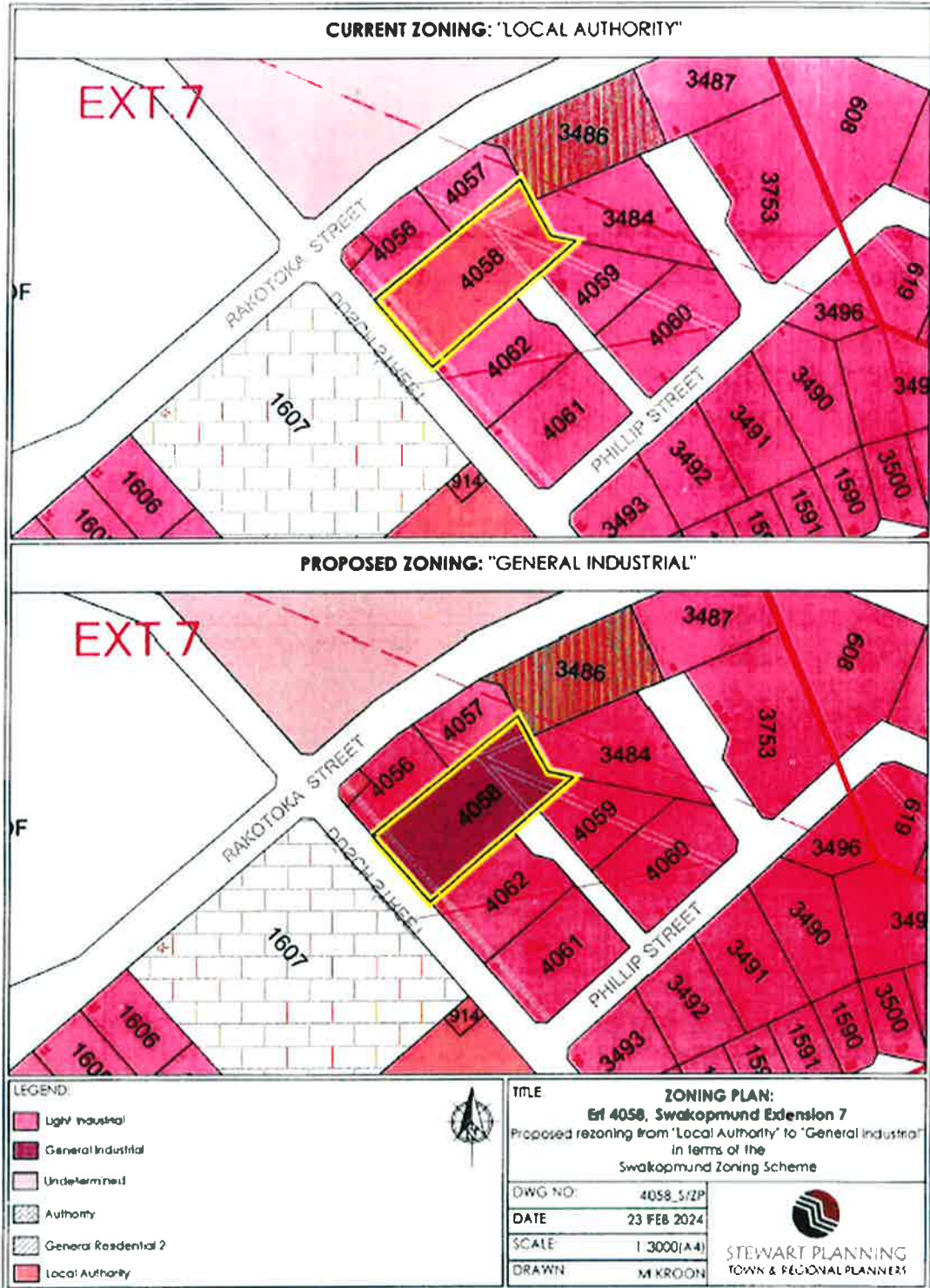
Inset Scale (A4) 1:2000



Scale (A4) 1:75 000

DWG NO	4058_S/LP	TITLE	Erf 4058 Swakopmund Extension 7 (Düsch Street)		
DATE	23 FEB 2024	Version	V1	melissa@sp.com.na	064 280 773
SCALE	AS SHOWN				
DRAWN	MKROON				





ANNEXURE C

17-03-08-4058

E 4058


STEWART PLANNING
 TOWN & REGIONAL PLANNERS

 First Floor 122 on Main
 122 Sja Nujoma Avenue
 Walvis Bay

 P O Box 2095
 Tel: (064) 280 770
 Email: info@stewartplanning.com

40588

10 July 2024

 Chief Executive Officer
 Municipality of Swakopmund
 P O Box 53
 Swakopmund

Attention: Mr. J Heita


**REZONING/CONSENT USE: ERF 4058 SWAKOPMUND EXTENSION 7
 PROOF OF GIVING NOTICE OF APPLICATION**

Reference is made to our rezoning/consent use application for Erf 4058 Swakopmund Extension 1 submitted to the Council on 23 May 2024.

In this letter, we provide proof of giving notice of application in terms of Section 107(1) of the Urban and Regional Planning Act (Act No.5 of 2018) and its Regulations.

1. Proof of Notice

The application was advertised in the following manner:

- **Regulation 10(1): Notice in the Gazette for 1 Week. (Annexure A)**
A notice was published in Government Gazette No 8379 dated 14 June 2024.
- **Regulation 10(2): Notices in 2x Newspapers for 2 Weeks. (Annexure B)**
Notices were published in the Namibian and the Namib Times. The first notices were published on Friday 07 June 2024 and the second notices were published the following week on Friday 14 June 2024.
- **Regulation 12(b): Notice at the Local Authority. (Annexure C)**
A notice was placed on the notice board of the Swakopmund Municipality and was on display from Friday 07 June 2024 to Friday 05 July 2024.
- **Regulation 10(4): Notice to neighbouring landowners. (Annexure D)**
Notice was given to neighbouring landowners via registered mail dated 12 June 2024 and proof attached as Annexure D.
- **Regulation 12(a): Notice on Site.**
An A3 notice was placed on erf 4058 Swakopmund Extension 7 and was on display from Friday 07 June 2024 until Friday 05 July 2024. (See Figure 1 below)



Figure 1: Photo of the site notice on erf 4058 Swakopmund Extension 7

The last publication date in the newspapers was Friday 14 June 2024 and the deadline for objections was before or on 17:00 on Thursday 04 July 2024. This afforded interested and affected parties more than 14 working days to make comments, representations and/or objections as required by Regulation 11(d) of the Act

2. Comment, representation and objection

There were objections received from the owner of Erf 3488 Swakopmund Extension 7 and the response to objections is attached as Annexure E

3. Recommendation

It is recommended that the Municipal Council supports the application for approval and submits the application to the Urban and Regional Planning Board for a decision.

Yours faithfully,

Mario Mberira

 **STEWART PLANNING**
TOWN & REGIONAL PLANNERS

Tel: +264 64 280 770 | Email: mario@sp.com.na

4. Attachments

- Annexure A: Government Gazette notice
- Annexure B: Namib Times and Namibian tear sheets
- Annexure C: Notice at Municipal Council Notice Board
- Annexure D: Registered mail and notice letter
- Annexure E: Response to objection

8379

Government Gazette 14 June 2024

23

The aforementioned application is submitted in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018), and the Walvis Bay Zoning Scheme, as amended.

Take note that –

- (a) the planning application lies open for inspection, during normal office hours, at Room 101, Town Planning Section of Municipality of Walvis Bay, Civic Centre, and at Stewart Planning, 122 Sam Nujoma Avenue, Walvis Bay. An electronic copy can also be requested from M. Mberira: mario@sp.com.na
- (b) interested and/or affected parties can register with Stewart Planning and submit their written comments, representations, input and/or objections to the planning application together with grounds thereof.
- (c) the deadline to register with Stewart Planning and to submit written comments, representations, input and/or objections will be on or before **17h00 Thursday, 4 July 2024**.

Applicant:
Stewart Planning
Town and Regional Planners
P. O. Box 2095, Walvis Bay
Tel: 064 280 773
mario@sp.com.na

Local Authority:
Manager: Town Planning Section
Private Bag 5017
Tel: 064 201 3339
okakero@walvisbaycc.org.na

No. 282

2024

REZONING OF ERF 4058, SWAKOPMUND EXTENSION 7

Stewart Planning Town and Regional Planners intends to apply, on behalf of registered owner, to the Municipal Council of Swakopmund and the Urban and Regional Planning Board for permission for the following:

Rezoning of Erf 4058, Swakopmund Extension 7 from Local Authority to General Industrial with consent to operate a Noxious Industry while the rezoning is in progress. Application for an Environmental Clearance Certificate.

The aforementioned application is submitted in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) and the Swakopmund Zoning Scheme. The proposed land use is a listed activity, and an application for an Environmental Clearance Certificate will be made in terms of the Environmental Management Act, 2007 (Act No. 7 of 2007).

Take note that –

- (a) the complete application lies open for inspection at the Town Planning Department of the Municipality of Swakopmund situated on the corner of Rakotoka Street and Daniel Kamho Avenue; or can be downloaded from www.sp.com.na/projects.
- (b) any person having comments or objections to the application, may in writing lodge such objections and comments, together with the grounds thereof, with the Chief Executive Officer of the Municipality of Swakopmund and with Stewart Planning within 14 days of the last publication of this notice.
- (c) Registration and written comments or objections must be submitted before or on **17h00 Thursday, 4 July 2024**.

Applicant:
Stewart Planning
Town and Regional Planners
P. O. Box 2095, Walvis Bay
Tel: 064 280 770
E: mario@sp.com.na

Municipality:
Chief Executive Officer
Municipality of Swakopmund
P. O. Box 53, Swakopmund
Tel: 064 410 4403
E: jhelta@swkmun.com.na

No 283

2024

**PERMANENT CLOSURE OF A PORTION OF THE ROAD RESERVE ON GENERAL PLAN
 SG NO. A173/2001; AMENDMENT OF TITLE CONDITIONS OF ERVEN 113 TO 115 AND
 SUBSEQUENT CONSOLIDATION**

Dunamis Consulting Town, Regional Planners and Developers on behalf of the owner of Portion A and Erven 113, 114 and 115, Engela-Omafo intends to apply to the Helao Nafidi Town Council for the following:

- **Subdivision of the Engela-Omafo Municipal Road Reserve into Portion A and Remainder Urban and Regional Planning Act, 2018 (Act No. 5 of 2018);**
- **Permanent closure of Portion A of the Engela-Omafo Municipal Road Reserve as "street" in terms of article 50(3)(a)(ii) of the Local Authorities Act, 1992 (Act No. 23 of 1992);**
- **Amendment of Title Conditions of Portion A of the Engela-Omafo Municipal Road Reserve from "street" to "residential" in terms of section 105(a) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018);**
- **Amendment of Title Conditions of Erven 113, 114 and 115, Engela-Omafo from "general residential" to "residential" in terms of section 105(a) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018); and**
- **Consolidation of Portion A of the Engela-Omafo Municipal Road Reserve and Erven 113, 114 and 115, Engela-Omafo into Erf X in terms of section 105(e) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).**

Erven 113, 114 and 115, and the street Portion A are located in Omafo Proper. These properties are zoned "general residential" with Erf 113 measuring 450m², Erf 114 measuring 450m² and Erf 115 measuring 560m² in extent and comprise of 2 buildings. The proposed Portion A is zoned "street". The landscape of this portion and 3 Erven is fairly flat.

The locality plan of the erf can be inspected at the Helao Nafidi Town Council (Town Planning Office) Ondangwa- Oshikango Main Road, Onhuno and with the applicant (DC), 107 Ondangaura Street, Cimbebasia.

Any person objecting to the proposed land use as set out above may lodge such objection together with the grounds thereof in with the Chief Executive Officer of the Helao Nafidi Town Council (Town Planning Office) Ondangwa- Oshikango Main Road, Onhuno and with the applicant (Dunamis Consulting) on the last publication of this notice.

Contact: P. N. Sem
Dunamis Consulting (Pty) Ltd
P. O. Box 81108, Olympia
Cell: +264 855 512 173 / Tel: +264 83 330 2241
Email: ndimuhona@dunamisplan.com

Classifieds



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DEADLINE: 23:00 - 2 WORKING DAYS PRIOR TO PLACEMENT

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ACT-2024/2025 (Public Service Commission) - **Administrative Officer** - **Grade 12** - **100** positions. **Application period:** 15 June 2024 to 30 June 2024. **Exam date:** 15 July 2024. **For more information, visit:** www.psc.com.na

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Education & Training

Specialized Technical Education - **Grade 12** - **100** positions. **Application period:** 15 June 2024 to 30 June 2024. **Exam date:** 15 July 2024. **For more information, visit:** www.psc.com.na

Education & Training

Willing to work in all regions of Namibia - **Senior Accountant** - **Grade 12** - **100** positions. **Application period:** 15 June 2024 to 30 June 2024. **Exam date:** 15 July 2024. **For more information, visit:** www.psc.com.na

Employment

Willing to work in all regions of Namibia - **Senior Accountant** - **Grade 12** - **100** positions. **Application period:** 15 June 2024 to 30 June 2024. **Exam date:** 15 July 2024. **For more information, visit:** www.psc.com.na

Disclaimer

Offered

Willing to work in all regions of Namibia - **Senior Accountant** - **Grade 12** - **100** positions. **Application period:** 15 June 2024 to 30 June 2024. **Exam date:** 15 July 2024. **For more information, visit:** www.psc.com.na

Wanted

Willing to work in all regions of Namibia - **Senior Accountant** - **Grade 12** - **100** positions. **Application period:** 15 June 2024 to 30 June 2024. **Exam date:** 15 July 2024. **For more information, visit:** www.psc.com.na

For Rent

Willing to work in all regions of Namibia - **Senior Accountant** - **Grade 12** - **100** positions. **Application period:** 15 June 2024 to 30 June 2024. **Exam date:** 15 July 2024. **For more information, visit:** www.psc.com.na

For Sale

Willing to work in all regions of Namibia - **Senior Accountant** - **Grade 12** - **100** positions. **Application period:** 15 June 2024 to 30 June 2024. **Exam date:** 15 July 2024. **For more information, visit:** www.psc.com.na

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Willing to work in all regions of Namibia - **Senior Accountant** - **Grade 12** - **100** positions. **Application period:** 15 June 2024 to 30 June 2024. **Exam date:** 15 July 2024. **For more information, visit:** www.psc.com.na

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Hospitality

Willing to work in all regions of Namibia - **Senior Accountant** - **Grade 12** - **100** positions. **Application period:** 15 June 2024 to 30 June 2024. **Exam date:** 15 July 2024. **For more information, visit:** www.psc.com.na

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17 JUNE 2024

Promiseland Bingo Evening a Great Success

Eileen van der Schyff

Promiseland had a very successful evening, filled with laughter, excitement and lots of winning moments at the Promiseland Bingo Evening held recently at GodenFang in Walvis Bay.

Promiseland thanks all their sponsors for their wonderful contributions as well as all the participants who took part in what they call, "a night to remember". "The energy in the room was electric, with everyone eagerly waiting for their numbers to be called. The joy and camaraderie shared by all

truly embodied the spirit of Promiseland," said Jenny Esterhuizen, Project Coordinator for Promiseland. The generous donations from sponsors for prizes at the evening were valued at an astounding N\$57 100. "A special shout-out to our amazing sponsors for their incredible contributions.

Your prizes added so much fun and anticipation to the evening, making it a hit with all our participants. Promiseland raised a fantastic amount of N\$41 331. From the bottom of our hearts, thank you! Your support helps us continue with our mission of making a difference in the lives of the children we serve."



The MC and bingo caller Dr. Kathy van Niekerk from Windhoek with Karolina



Natshe (standing) with Jenny Esterhuizen from Promiseland

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Website: www.namibtimes.net

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SCHOOL NEWS

REZONING OF ERF 4058 SWAKOPMUND EXTENSION 7

Take note that School Planning - Town & Regional Planning intends to apply on behalf of regional council to the Municipal Council of Swakopmund and the Urban and Regional Planning Board for submission for the following:

Rezoning of Erf 4058 Swakopmund Extension 7 from Local Authority to General Industrial with consent to operate a 'Natives Industry' while the rezoning is in progress Application for an Environmental Clearance Certificate.

If the intention of the owner to formalize and legalize the existing land-use that has been trading as Swakopmund Extension 7.

The application is submitted in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) and the Environmental Zoning Scheme. The proposed land use is a listed activity and is applicable for an Environmental Clearance Certificate and for rezoning in terms of the Environmental Management Act, 2002 (Act No. 107 of 2002).

The rezoning application has been for submission at the Town Planning Department of the Municipality of Swakopmund situated on the corner of Rubrika Street and Daniel Kharas Avenue, at 064 201 1111 (064 201 1111).

It is any person having concerns or objections to the application may submit a written objection and comments together with the grounds thereof, with the Chief Executive Officer of the Municipality of Swakopmund and with School Planning within 14 days of the publication of this notice. Registration and written submission of objections must be completed before 17:00 Thursday, 4 July 2024.

Local Authority: School Planning, Town & Regional Planning, P.O. Box 2045 Walvis Bay, 064 201 1111
Applicant: Chief Executive Officer, Municipality of Swakopmund, P.O. Box 13 Swakopmund, 064 201 1111

NAMIB TIMES 9

REZONING OF ERF 1406, KUSEBMOND PROPER FROM "SINGLE RESIDENTIAL" TO "GENERAL RESIDENTIAL"

Since it hereby gives that School Planning intends to apply to the Municipality of Walvis Bay, and/or Municipality of Urban and Rural Development for the following rezoning application:

Rezoning of Erf 1406 Kusebmond Proper (21 Knightly Street) Rezoning from Single Residential (1:500) to General Residential (1:1:100) with consent to operate on development while the rezoning is in progress.

Erf 1406 Kusebmond Proper is developed with a dwelling house and related outbuilding. The owner wants to convert the existing dwelling house into 2 dwelling units (2Bm) and add another 3 more dwelling units (3Bm) as provided for by the Walvis Bay Zoning Scheme.

The application is submitted in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018), and the Walvis Bay Zoning Scheme as amended.

It is the rezoning application has been for submission at the Town Planning Department of the Municipality of Walvis Bay, City Centre, and/or School Planning, 127 Nam-Sigona Avenue, Walvis Bay, 064 201 1111 (064 201 1111).

It is any person having concerns or objections to the application may submit a written objection and comments together with the grounds thereof, with the Chief Executive Officer of the Municipality of Swakopmund and with School Planning within 14 days of the publication of this notice. Registration and written submission of objections must be completed before 17:00 Thursday, 4 July 2024.

Local Authority: School Planning, Town & Regional Planning, P.O. Box 2045 Walvis Bay, 064 201 1111
Applicant: Municipality of Walvis Bay, P.O. Box 5017, Windhoek, 064 201 1111

PUBLIC INVITATION

MEETINGS WITH PENSIONERS AND GENERAL PUBLIC

Erongo RED invites the pensioners and the general public for consultative meetings.

The aim of these meetings is to share information about the tariffs for the 2024/2025 financial year and to emphasize the importance of pensioners and individuals receiving the disability grant to register and re-register annually for subsidized tariffs. The meetings are scheduled to take place as per the schedule below.

Date	Town	Venue	Group	Timeslot
Monday, 17 June 2024	Walvis Bay	Erongo RED Head Office (Training room)	Pensioners	10:00
Monday, 17 June 2024	Walvis Bay	Erongo RED Head Office (Training room)	General Public	12:30
Tuesday, 18 June 2024	Walvis Bay	Narraville Community Hall	Pensioners	10:00
Tuesday, 18 June 2024	Walvis Bay	Narraville Community Hall	General Public	17:30
Wednesday, 19 June 2024	Walvis Bay	Immanuel Ruiters School P.S. Hall	Pensioners	10:00
Wednesday, 19 June 2024	Walvis Bay	Immanuel Ruiters School P.S. Hall	General Public	17:30
Thursday, 20 June 2024	Henties Bay	Henties Bay Community Hall	Pensioners	10:00
Thursday, 20 June 2024	Henties Bay	Holy Redeemer Roman Catholic Parish Hall	Pensioners	10:00
Thursday, 20 June 2024	Henties Bay	Henties Bay Community Hall	General Public	17:00
Thursday, 20 June 2024	Henties Bay	Holy Redeemer Roman Catholic Parish Hall	General Public	17:00

The pensioners and individuals receiving the disability grant are requested to bring **2 copies** of the following documents for the registration/re-registration process:

- Identification Card (ID)
- Proof of receiving pension or disability grant
- Proof of Property Ownership (Lease Agreement)
- Proof of electricity account (Prepaid meter number)
- Other (Marriage and death certificates are required if a property is registered in the late spouse's name, provided that the surviving spouse is a pensioner).

* Terms and conditions apply.

For more information, kindly contact the Public Relations & Marketing section at 064 201 8000

Issued by:
PUBLIC RELATIONS AND MARKETING SECTION

REZONING OF ERF 4058 SWAKOPMUND EXTENSION 7

Take note that Stewart Planning – Town & Regional Planners intends to apply, on behalf of registered owner, to the Municipal Council of Swakopmund and the Urban and Regional Planning Board for permission for the following:

Rezoning of Erf 4058 Swakopmund Extension 7 from Local Authority to General Industrial with consent to operate a Noxious Industry while the rezoning is in progress. Application for an Environmental Clearance Certificate.

It is the intention of the owner to formalize and legalize the existing land-use that has been trading as Swakopmund Abattoir on the site.

The application is submitted in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) and the Swakopmund Zoning Scheme. The proposed land use is a listed activity, and an application for an Environmental Clearance Certificate will be made in terms of the Environmental Management Act, 2007 (Act No.7 of 2007).

Take note that –

- (a) the complete application lies open for inspection at the Town Planning Department of the Municipality of Swakopmund situated on the corner of Rakotoka Street and Daniel Kamho Avenue; or can be downloaded from www.sp.com.na/projects;
- (b) any person having comments or objections to the application, may in writing lodge such objections and comments, together with the grounds thereof, with the Chief Executive Officer of the Municipality of Swakopmund and with Stewart Planning within 14 days of the last publication of this notice.
- (c) Registration and written comments or objections must be submitted before or on 17:00 Thursday, 04 July 2024.

Local Authority:
Stewart Planning
Town & Regional Planners
PO Box 2095 Walvis Bay
mario@sp.com.na
064 280 773

Applicant:
Chief Executive Officer
Municipality of Swakopmund
PO Box 53 Swakopmund
jheita@swkmun.com.na
064 410 4403





STEWART PLANNING

TOWN & REGIONAL PLANNERS

First Floor 122 On Main
122 Sam Nujoma Avenue
Walvis Bay

P.O. Box 2095
Tel: (064) 280 770
Email: mario@sp.com.na

Reference: 4058S

12 June 2024

House K 16884 Ministry of Works
Owner of Erf 1607 Swakopmund Extension 7

By registered mail: Private Bag 5021
Walvis Bay
Swakopmund

NOTICE TO NEIGHBOURING LANDOWNER: REZONING OF ERF 4058 SWAKOPMUND EXTENSION 7

Please take note that Stewart Planning – Town & Regional Planners intends to apply, on behalf of the registered owner of Erf 4058 Swakopmund Extension 7 to the Municipal Council of Swakopmund for consent for the following application:

Rezoning from Local Authority to General Industrial with consent to operate a Noxious Industry while the rezoning is in progress.

The above application is submitted in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) and the Swakopmund Zoning Scheme, as amended.

Please take note that –

- the complete application lies open for inspection at the Town Planning Department of the Municipality of Swakopmund situated on the corner of Rakotoka Street and Daniel Kamho Avenue, or can be downloaded from www.sp.com.na/projects;
- any person having comments or objections to the proposed application, may in writing lodge such objections and comments, together with the grounds thereof, with the Chief Executive Officer of the Swakopmund Municipality and with Stewart Planning.
- Written objections must be submitted before or on 17:00 Thursday, 04 July 2024 to the addresses provided below.

Yours sincerely,

Mario Mberira

Mario Mberira

Registered Town & Regional Planner in Training (NCTRP)

 **STEWART PLANNING**
TOWN & REGIONAL PLANNERS

Tel: +264 64 280 773 | Email: mario@sp.com.na

Applicant:
Stewart Planning
P.O. Box 2095 Walvis Bay
Tel: +264 64 280 773
mario@sp.com.na

Local Authority:
Chief Executive Officer
Municipality of Swakopmund
P.O. Box 53 Swakopmund
Tel: +264 64 410 4418
jheita@swk.mun.com.na





STEWART PLANNING
TOWN & REGIONAL PLANNERS

First Floor 122 On Main
122 Sans Nupoma Avenue
Wafay Bay

P.O. Box 2095
Tel: (064) 280 775
Email: mano@sp.com.na

Reference: 4058_S

Date: 10 July 2024

Response to the objections received on the Rezoning of Erf 4058, Swakopmund Extension 7 from Local Authority to General Industrial with a consent to operate a noxious industry.

During the public participation period, objections were received from the owner of Erf 3486 Swakopmund Extension 7, which is indicated on the map below:

1. Owner of Erf 3486 Swakopmund Extension 7.



Figure 1: Indicating the applicant and only objector

Stewart Town Planning CC (CC No. 2020/00365)
Member: Bruce Stewart B.Sc. TRP (Wits)

STEWART PLANNING

TOWN & REGIONAL PLANNERS

Need and Desirability

The proposed use of the buildings and land is considered needed and desirable due to the following reasons:

- The existence of the abattoir for so many years without any objection from the surrounding neighbourhood or the Municipal Council of Swakopmund has necessitated a demand, need and desirability for the said development. Thus, it can be inferred that the abattoir is necessary and desirable for the following reasons:
- The abattoir provides employment opportunities to residents of the town. The proposed rezoning and consent use will enable the abattoir to offer more employment opportunities in the future.
- The abattoir is a need because it offers a service that is unique amongst the surrounding area.
- The site occupies a desirable location and enjoys easy access to the residents of the town.
- The rezoning is not envisioned to cause any traffic congestion in the future as any future developments on the site will not deviate from the current and existing buildings.
- The operations of the abattoir have been of low intensity, thus the impact on the surrounding social facilities and services has been minimal and will remain the same.
- The abattoir has always blended in well with the surrounding land uses and developments.

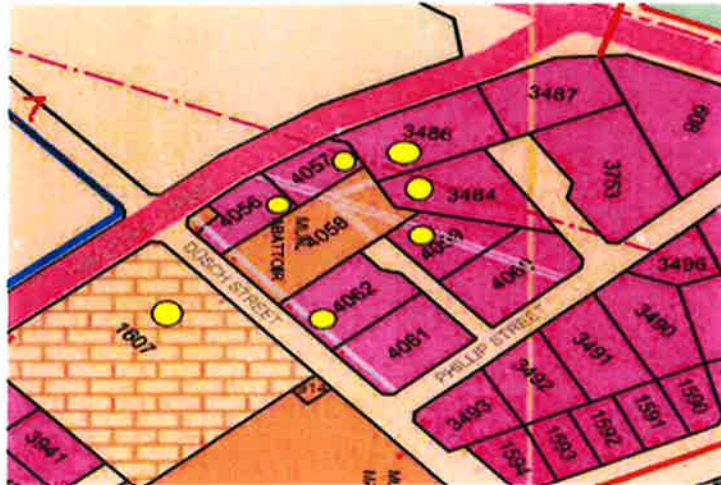


Figure 2: Indicating the interested/affected and adjacent neighbours notified.

Stewart Town Planning CC (CC No. 2020/00365)
Member: Bruce Stewart B.Sc. TRP (Wits)



Objector	Objection	Response
<p>1. Owner of Erf 3846 Swakopmund Extension 7</p>	<p>1.1] It is harmful to human health and marine life when released into the environment.</p> <p>1.2] It can be flammable, toxic, corrosive or reactive.</p> <p>1.3] And the proximity to our office will directly affect our health.</p>	<p>1.1] To begin with, it should be noted that the Swakopmund Abattoir (Prima Butchery) has been in operation for the past 20 years without any objections from neighbouring and surrounding landowners. The site will operate as normal, and this application is only for the change of zoning to accommodate the existing land use in relation to the immediate surrounding.</p> <p>If there are any new changes, to the existing land use or operations such will follow the relevant policies and regulations such as the Swakopmund Municipal Council health regulations and Environmental Impact Assessments.</p> <p>1.2] SAME AS NO 1.</p> <p>1.3] SAME AS NO 1.</p>



STEWART PLANNING
TOWN & REGIONAL PLANNERS

In conclusion, the proposed rezoning of Erf 4058, Swakopmund Extension 7 from Local Authority to General Industrial is spatially justified from a town and regional planning perspective.

Therefore, it is recommended that:

- It is our humble submission that taking the motivation of the rezoning application against the objections raised, the Municipal Council of Swakopmund should approve the application to rezone Erf 4058, Swakopmund Extension 7 from Local Authority to General Industrial and consent to operate a Noxious Industry as per the Swakopmund Zoning Scheme.
- Any other recommendations are welcome from the Municipal Council of Swakopmund.

Yours faithfully,

Mario Mberira
Town Planning Officer



Tel +264 64 280 770 | Email mario@sp.com.na

Yours Faithfully,

Bruce Stewart
Town Planner



Tel +264 64 280 770 | Email bruce@sp.com.na



STEWART PLANNING
TOWN & REGIONAL PLANNERS

OBJECTION FORM

REZONING OF ERF 4058 SWAKOPMUND EXTENSION 7

Name: Daniel Utopi Muthaura
Address: Lot 3486, Reentaha str
Address: P.O. Box 1099 Swakopmund

I, the owner of Erf/Erven 3486

Do not object to Please tick where applicable, for example
Object to

THE REZONING OF ERF 4058 SWAKOPMUND EXTENSION 7

If objecting, please state your reason(s):

We do hereby object to your project due to the following reasons:
a) It is harmful to human health and marine life when released into the environment.
b) It can be flammable, toxic, corrosive or reactive.
c) And the proximity to our office will directly affect our health.

Signature: [Signature]

Date: 07/06/2024

Kindly take note that comments should reach me by Thursday 04 July 2024 @ 17:00





STEWART PLANNING
TOWN & REGIONAL PLANNERS

OBJECTION FORM

REZONING OF ERF 4058 SWAKOPMUND EXTENSION 7

Name: LUKAS SHINYENGA (work representative)

Address: private BAG 5024

Address: Swakopmund

I, the owner of Erf/Erven 1607.....

Do not object to

Please tick where applicable, for example:

Object to

THE REZONING OF ERF 4058 SWAKOPMUND EXTENSION 7

If objecting, please state your reason(s):

[Empty lined box for stating reasons]



Signature: Shinyenga

Date: 24/06/2024

Kindly take note that comments should reach me by Thursday 04 July 2024 @ 17:00



11.1.42 **REVIEWING THE CANCELLATION OF THE SALE TRANSACTION OF ERVEN 2747 AND 2748, EXTENSION 13 FROM BLACK RIVER INVESTMENT CC**
(C/M 2024/10/31 - E 2747 M, E 2748 M)

Ordinary Management Committee Meeting of 17 October 2024, Addendum **10.17** page **82** refers.

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

1. Introduction

The purpose of this submission is to consider the request of Black River Investment CC (hereinafter referred to as "Black River") to allow a further engagement with them regarding the sale transaction of Erven 2747 and 2748, Matutura.

An email dated **27 June 2024**, attached as **Annexure "A"** was received from Kali Kennedy of Black River requesting to have a meeting with the Councilors to discuss the cancellation of the sale transaction of Erven 2747 and 2748, Matutura. The sale transaction was cancelled by Council on **27 July 2021**, under item 11.1.2 after Black River failed to secure the purchase price on numerous extensions granted (i.e. 359 days in total).

Following the cancellation of the sale transaction of the said erven, various allegations were made against Council by Mr Kaali Kennedy of Black River regarding the unfair cancellation of the transaction. Her worship, the Mayor requested the GM: Corporate Service & HC to resubmit the sale transaction of Erven 2747 and 2748, Matutura to the Management Committee.

2. Background

(a) Sale process:

- 2.1 Erf 2747 and 2748, Matutura, Extension 13, were sold to Black River at a closed bid sale on **29 November 2019** at the price of N\$ 1,000,000.00 plus 15% VAT for the development of a shopping mall and fuel station. The total purchase price including 15% VAT thus was N\$1 150 000.00
- 2.2 The Minister of Urban and Rural Development approved the sale on **26 February 2020**. A deed of sale was signed, and Conradie & Damaseb Attorneys were instructed to attend to the transfer of the erven to the purchaser.
- 2.4 In terms of the conditions of sale, Black River was required to secure the purchase price plus 15% VAT by **03 August 2020** (the period of 37 days of the first lockdown period were taken into consideration).
- 2.5 Black River was granted the following extension of time considering the interruption of lockdown periods of Covid 19, however was unable to secure the purchase price within the extended periods:
 - 2.5.1 On **28 May 2020**, under item 11.1.16, Council extended the due date for the payment of the purchase price from 03 August 2020 until 30 September 2020, i.e. by 61 days.
 - 2.5.2 On **09 June 2020**, Black River applied for an extension of time to pay the purchase price for Erven 2747 and 2748, Matutura from 03 August 2020 to 20 September 2020 due to the second lockdown to enable them to conduct

an environmental assessment for the envisaged development, (although such assessment has no bearing on the payment of the purchase price).

On **30 July 2020**, under item 11.1.2, the Council granted Black River an extension of time from 03 August 2020 until 30 September 2020 as a result of the lockdown period of 08-22 June 2020 as required by the State of Emergency. The extension is subject to interest-free.

- 2.5.3 An e-mail dated **24 September 2020** was received from Black River requesting the Council to grant them a further extension of time of 60 (sixty) days from 30 September 2020 until 29 December 2020 for them to settle the purchase price considering the Deeds Office closure during December.

On 19 November 2020, under item 11.1.2, the Council approved the extension granted from 29 December 2020 until 29 March 2021 subject to the payment of the outstanding rates & taxes as well as interest calculated from 26 February 2020 until 29 March 2021.

- 2.5.4 A letter dated **20 June 2021** was received from Black River requesting the Council to grant them another extension of time to pay the purchase price until 30 March 2022. On **21 April 2021**, under item 5.10 the Management Committee resolved to consider inviting Black River for an audience if they can provide financial support before an audience.

Black River was requested to provide proof of financial support from the registered financial institution by 21 May 2021 although they confirmed that they have secured N\$ 11 000 000.00 from their investors in Dubai, no proof could be provided.

- 2.6 Council resolutions regarding the extensions are attached as **Annexure "B"**.

(b) Sale Cancellation

Black River was unable to secure the purchase price from **29 November 2019** until 21 May 2021 (359 days) and on **29 July 2021**, under item 11.1.2, the Council passed the following resolution which terminated the sale agreement:

- (a) *That Council takes note that Messrs Black River Investment CC did not provide proof of financial support to date as required in terms of the Management Committee decision passed on 21 April 2021, item 5.10 and that the sale of Erf 2747 and 2748, Matutura to Messrs Black River Investment CC is cancelled accordingly in terms of Clause 11 of the Deed of Sale.*
- (b) *That the remainder of the deposit paid, for N\$ 10 000.00 for the registration fee and N\$ 30 000.00 in respect of rates and taxes be forfeited in terms of clause 11.2 of the signed sale agreement.*
- (c) *That Messrs Black River Investment CC be informed of the cancellation by Council.*
- (d) *That Erven 2747 and 2748, Matutura be sold by closed bid on the date to be determined by Council at the upset price of N\$ 755 782.65 for both erven."*

Following the cancellation of the sale transaction of the said erven, Mr K Kannedy made false allegations against the Council's officials regarding

the unfair cancellation of the transaction. Mr K Kennedy further approached the Ombudsman as well as the Minister of Urban and Rural Development complaining about the way the transaction was handled unfairly. After an enquiry from the Minister, a letter dated **30 August 2021 (Annexure "C")** was sent giving a history and explanation of all events relating to the transaction.

Mr K Kennedy made serious accusations of racism, corruption and insulting remarks of the Council's staff, management and its operations on telephone calls. He also made biased statements on Facebook and One Africa Television broadcasting. All accusations and allegations are explained in detail in the submission attached **Annexure "D"**.

Following the television broadcast of One Africa TV based on false allegations Council at its meeting on **30 September 2021** under item 11.1.2 resolved the following:

- (a) *That the Council takes note of the broadcast of a report by One Africa TV entitled "Entrepreneur accuses Swakopmund Municipality of 'land grab'" on 6 September 2021 as retrieved from Facebook wherein Mr Kali Kennedy of Black River Investment CC made several serious and false accusations against Council involving the sale and cancellation of Erf 2747 and 2748, Matutura.*
- (b) *That the Council's legal representative be instructed to consider the report to take appropriate legal action against Mr Kali Kennedy, Black River Investment CC and One Africa TV for the statements made and the biased reporting.*
- (d) *That legal action also be considered against Mr Kennedy based on the threats he made of shooting people.*

In execution of point (b) above, the Council legal representative, ENSAfrica was requested to provide a legal opinion explaining the Council's option for further action in the matter. The opinion received was submitted to the Council and on **27 January 2022**, under item 11.1.1 and Council passed the following resolution:

- (a) *That Council takes note of the legal opinion of Messrs ENS Africa regarding its legal position on the broadcasts made by One Africa TV which included several false and defamatory statements made by Mr Kali Kennedy of Black River Investment CC against Council about the sale of Erf 2747 and 2748, Matatura.*
- (b) *That Council takes no further action against One Africa TV and its journalist, Mr Joseph Sheefeni and Mr Kali Kennedy and/or Black River Investment CC.*

Following the above decision, a letter dated **11 May 2022**, attached as **Annexure "E"** was received from Veiko Alexander & Co. Inc. an attorney representing Black River. The content of the attorney's letter is based on false allegations claiming that the Council unlawfully terminated the sale agreement for the sale of Erf 2747 and Erf 2748, Matutura from Black River.

The letter from Veiko Alexander & Co. Inc was forwarded to ENSAfrica (Council's legal representative) who responded to Veiko Alexander & Co. Inc. as per the letter dated **22 July 2022 (Annexure "F")** that the sale was terminated based on the fact that Black River has to perform within the period contractually allocated thus the sale contract was terminated and Council acted in good faith.

3. Current situation

An email dated **27 June 2024** was received from Mr Kali Kennedy requesting to have a meeting with the Council to review the sale transaction of Erven 2747 and 2748, Matutura as the transaction was unfairly cancelled. The matter is now tabled to Council for consideration.

Considering that Black River was unable to secure the purchase price of erven after numerous extensions of time were granted it is however inconsistent treatment to afford them another opportunity to purchase the erven. It is therefore proposed that the Council remains with its decision passed on **29 July 2021**, under item 11.1.2.

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

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



P.O. BOX 20454

WINDHOEK

TELL: +264 81 5580051

kennedykittyblack@gmail.com

12/12/2022

15th May 2024

P O Box 53

Swakopmund

ATT: Hon Mayor of Swakopmund Miss Diina Namubes

Subject: Requesting a meeting with the council and Ceo of Swakopmund regarding the snatched land by force.

We won the land on close bidder in 2018 5th December for the shopping mall and the filling station in Matutura extension 13 erf 2748 and 2747 in Shipala Tobias street we spend a lot of money for late and tax N\$40,684.26 Plus professional fee N\$49,000 we will prove all the necessary proof of payment soon. We are still busy with our Drawings for that specific land, there is no way Municipality of Swakopmund will sell this land to anyone before consulting us or my lawyer Mr Veiko Alexander Because that land is still in their hand with the court and it should be advertised in the newspaper like they use to do.

Honorable mayor and members of the council we need fair treatment and accountability. I don't see any wrong doing from my side therefore here we just have to understand each other in the corporate. We already signed an agreement for that land and we have a deed of sale. So far the amount we have spent on that land is N\$89,684.26 therefore we cannot just lose the land like that. We deserve to own land like any other Namibians Weather white or black.

Thank you very much for your time we are waiting on your positive response we will cc our Lawyer so he knows what's going on.

Mr Kali Kennedy

A handwritten signature in black ink, appearing to read "Kali Kennedy", is written over a horizontal line. The signature is stylized and somewhat cursive.

11.1.16 **STATE OF EMERGENCY:**

ANNEXURE "B"

① EXEMPTION OF PAYMENT OF PENALTY INTEREST**② EXTENSION OF PERIODS**

(C/M 2020/05/28 - G 3/3/2, G 3/3/2/14, N 7/3/2/2)

RESOLVED:

- (a) That Council takes note of the following arrangement with reference to the effect of the State of Emergency on Council's property transactions and condones the following arrangements which were implemented:

① Exemption from Payment of Penalty Interest

All purchasers who incurred penalty interest during the period 27 March until 04 May 2020 be exempted from payment of penalty interest for the duration of the lockdown, being 37 days.

② Payment Due Dates which Lapsed during the Lockdown

In the cases where payment due dates lapsed during the lockdown, purchasers be provided with a 37-day notice period to rectify the breach; instead of the standard 21-day notice period.

③ Payments / Provision of Guarantees from Purchasers whose 21-day Notice Period Lapsed during the Lockdown

Payments and / or the provision of guarantees for those purchasers whose notice period lapsed during the lockdown will be granted 37 days to comply. Therefore payments must be made or guarantees must be provided by Wednesday, 10 June 2020.

- (a) The above arrangement is applied to ensure reasonable and fair treatment of purchasers who were unable to finalize their transactions due to the closure of the Municipality during the lockdown.

11.1.2

APPLICATION BY BLACK RIVER INVESTMENT (PTY) LTD:**① Extension Of Time To Settle The Purchase Price For Erven 2747 And 2748, Extension 13, Matutura****② To Purchase Erf 2749, Extension 13, Matutura**

(C/M 2020/7/30 - 19.03.12, E 2747 M, E 2748 M, E2749 M)

RESOLVED:

- (a) The application of Messrs Black River Investments (Pty) Ltd to purchase Erf 2749, Matutura not be approved as the erf is reserved for the Council's future use.
- (b) That due to the second lockdown period Council extends the payment period in respect of Erven 2747 and 2748, Matutura from 03 August 2020 until 30 September 2020 as a result of the lockdown period of 08-22 June 2020 as required by the State of Emergency.
- (c) That the periods for the two lockdowns be interest-free as resolved by Council on 28 June 2020, under item 11.1.16.

11.1.2

APPLICATION BY BLACK RIVER INVESTMENT (PTY) LTD FOR FURTHER EXTENSION OF TIME TO SETTLE THE PURCHASE PRICE FOR ERVEN 2747 AND 2748, EXTENSION 13, MATUTURA

(C/M 2020/11/19 - E 2747 M, E 2748 M)

RESOLVED:

- (a) That Council approves the application by Messrs Black River Investment CC for a further extension of time to secure the purchase price of Erven 2747 and 2748, Matutura until 29 December 2020; but due to the closure of the Deeds Office extension be granted until 29 March 2021.

- (b) That Messrs Black River Investment CC be reminded that the purchase price of N\$ 1 000 000.00 plus N\$150 000.00 (15% VAT) as well as interest that will be calculated from 26 February 2020 until 29 March 2021.
- (c) That the date of the sale be amended to read 26 February 2020, being the date of approval for the transaction being granted by the Ministry of Urban & Rural Development. That rates and taxes and the penalty interest be calculated from this date.
- (d) That the extension be granted on condition that the Rates & Taxes are paid up to date on date of transfer.
- (e) That an addendum to the deed of sale be compiled effecting the above extension of time and amendment of the date of sale.

5.10 **BLACK RIVER INVESTMENT (PTY) LTD REQUESTING AUDIENCE FOR A FURTHER EXTENSION OF TIME TO SETTLE THE PURCHASE PRICE FOR ERVEN 2747 AND 2748, EXTENSION 13, MATUTURA**

(S/M/C 2021/04/21 - E 2747 M, E 2748)

RESOLVED:

- (a) That Council takes note that in terms of point (d) of Council's resolution passed on 19 November 2020 under item 11.1.2, Messrs Black River Investments CC only paid an amount of N\$30 000.00 for rates and taxes leaving a balance of N\$10 684.26 which payment was a condition for the extension of time granted to perform by 29 March 2021.
- (b) That Council only considers to invite Messrs Black River Investment CC for an audience if proof is provided that they have financial support.

ANNEXURE "C"



MUNICIPALITY OF SWAKOPMUND

Erven 2747 and 2748

 088 7101100
 088 614 514
 53 Swakopmund
 NAMIBIA
 www.swkmun.com.na
 swkmun@swkmun.com.na

Enquiries: Mr A Benjamin

30 August 2021

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

 emgende@murd.gov.na

Attention: Mr J Ishila

Dear Sir

COMPLAINT LETTER ABOUT THE CONFISCATION OF LAND

Your letter dated 24 August 2021 regarding the cancellation of the sale transaction of Erven 2747 and 2748 to Black River Investment CC (represented by Mr K Kennedy) refers.

Following is a sequence of events based on Council's resolutions passed since an application was received from Black River Investment CC

1. November 2018

On 22 November 2018 Council passed a resolution under Item 11.1.32 (quoted below) as an exceptional deviation from the usual procedure, to offer an erf in Extension 13 by an exclusive closed bid sale to three unsolicited applicants who submitted written applications:

That a "*Business*" Erf at Extension 13, Matutura be sold by closed bid sale to the following applicants only:

- Messrs Matutura Harambee Investment CC
- Messrs Black River Investment CC
- Messrs ThinkDirect Imports and Distributions CC

2. July 2019

On 25 July 2019 Council approved the conditions of sale and upset price for two erven on offer by closed bid sale on an exclusive basis for the above three entities.

The complete decision showing that the entities were aware that they had 120 days for the transfer, is attached as Annexure "A".

1

All correspondence must be addressed to the Chief Executive Officer

September 2019

A meeting was held with Council's legal representative on **06 September 2019** as Mr K Kennedy used abusive, insulting and threatening language towards several municipal staff members in the Property Section causing fear and trauma.

3. November 2019

An exclusive closed bid sale for the three entities was arranged for **29 November 2019** and was published under notice 44/2019 as required in terms of the Local Authorities Act 23 of 1991. Erven 2747 and 2748, Extension 13, Matutura were sold to Messrs Black River Investments CC at the price of N\$ 1 000 000.00 plus 15% VAT.

February 2020

The Minister of Urban and Rural Development approved the sale on **26 February 2020**. A deed of sale was signed and in terms of the standard conditions of sale a purchaser must secure the purchase price within 120 days. However in the case of Black River Investments CC they were given an extension of time to secure the purchase price plus 15% VAT until **03 August 2020**. In other words an additional period of 39 days to make up for the time lost due to the lockdown period.

May 2020

Council on **28 May 2020**, under item 11.1.16 in general extended the due dates for payments of all purchasers of which the payment due dates were affected by the lockdown with an extra 37 days (i.e 27 March until 04 May 2020).

4. June 2020

On 09 June 2020 Black River Investments CC required an extension of time from 03 August 2020 until 20 September 2020 to pay the purchase price of N\$ 1 000 000.00. According to them they needed 8 weeks for the environmental assessment and to obtain a clearance certificate for the establishment of the fuel station. The total number of additional days needed would thus be 48 days.

Instead of focussing on arrangements to secure the purchase price for the two erven, Black River Investments CC also applied to purchase Erf 2749, Extension 13, Matutura in addition to the erven they were allocated, being Erven 2747 and 2748, Matutura in order to provide sufficient land for the development of a shopping mall and fuel station;

The second lockdown period for Erongo Region in terms of the State Emergency, was for 14 days starting from 9 until 22 June 2020. Council considered to extend the payment period for 14 days (the lockdown period) from 03 August until 17 August 2020. The lockdown periods can therefore not be used by the purchaser as a reason for the delay for them to conduct the environmental assessment. The purchaser was aware of the requirements of the business they are conducting and were expected to have consultations and made arrangements for the EIA shortly after the closed bid sale. As it was not a condition of sale for the purchaser to conduct a feasibility study and EIA assessment prior to payment of the purchase price of the erven, this cannot be used as an excuse for the delay in payment.

July 2020

On **30 July 2020** after considering the application by Black River Investments CC, Council passed the following resolution under item 11.1.2:

- (a) *The application of Messrs Black River Investments (Pty) Ltd to purchase Erf 2749, Matutura not be approved as the erf is reserved for Council's future use.*
- (b) *That due to the second lockdown period Council extends the payment period in respect of Erven 2747 and 2748, Matutura from 03 August 2020 until 30 September 2020 as a result of the lockdown period of 08-22 June 2020 as required by the State of Emergency.*
- (c) *That the periods for the two lockdowns be interest free as resolved by Council on 28 June 2020, under item 11.1.16.*

The above Council resolution was conveyed to Black River Investments CC and they were informed that the period to secure the purchase price for Erven 2747 and 2748, Matutura has been extended until **30 September 2020** subject to the payment of interest at the rate of 10.25% per annum.

5. September 2020

An e-mail dated **24 September 2020** was received from Mr Kaali Kennedy requesting Council to grant them a further extension of time of 60 (sixty) days from 30 September 2020 until 29 December 2020 for them to settle the purchase price for Erven 2747 and 2748, Matutura.

6. November 2020

On **19 November 2020** under item 11.1.2 Council passed the following decision:

- (a) **That Council approves the application by Messrs Black River Investment CC for a further extension of time to secure the purchase price of Erven 2747 and 2748, Matutura until 29 December 2020; but due to the closure of the Deeds Office extension be granted until 29 March 2021.**
- (b) **That Messrs Black River Investment CC be reminded that the purchase price of N\$1 000 000.00 plus N\$150 000.00 (15% VAT) as well as interest that will be calculated from 26 February 2020 until 29 March 2021.**
- (c) **That the date of the sale be amended to read 26 February 2020, being the date of approval for the transaction being granted by the Ministry of Urban & Rural Development. That rates and taxes and the penalty interest be calculated from this date.**
- (d) **That the extension be granted on condition that the Rates & Taxes are paid up to date on date of transfer.**
- (e) **That an addendum to the deed of sale be compiled effecting the above extension of time and amendment of the date of sale.**

On **20 November 2020** the purchaser was informed of the above additional extension of time granted to secure the purchase price. In pursuance of the said letter, it was confirmed on **17 December 2020** that the additional period to secure the purchase price is subject to the outstanding rates and taxes being paid (see point (d) above. At the time these amounted to:

• Erf 2747	=	N\$ 17 696.61
• Erf 2748	=	N\$ 14 269.56

7. March 2021

Prior to the lapsing of the due date on **29 March 2021**, letters dated 22 and 31 March 2021 were received from Mr K Kennedy requesting an audience to present the reasons for non-performance and to be granted a further extension of time to settle the purchase price until 30 July 2021 for Erven 2747 and 2748, Matutura.

8. April 2021

The above application was considered at a Special Management Committee held on **21 April 2021** under Item 5.10 whereafter the following decision was passed:

- (a) That Council takes note that in terms of point (d) of Council's resolution passed on 19 November 2020 under item 11.1.2, Messrs Black River Investments CC only paid an amount of N\$30 000.00 for rates and taxes leaving a balance of N\$10 684.26 which payment was a condition for the extension of time granted to perform by 29 March 2021.
- (b) That Council only considers to invite Messrs Black River Investment CC for an audience if proof is provided that they have financial support.

On **30 April 2021** Black River Investment CC was informed of the above resolution with special reference to point (b). Proof of financial support from a registered financial institution was required in order for Council to grant an opportunity to have an audience. Such proof of financial support had to be submitted on or before **Friday, 21 May 2021**.

The purchaser was also reminded to pay the account of rates & taxes up to date before the audience would be considered and that the extended period to secure the purchase price lapsed on 29 March 2021.

The Finance Department confirmed that the arrears rates & taxes at the time amounted to N\$ 23 901.84.

9. June 2021

An e-mail was received from Mr K Kennedy on 20 June 2021, requesting Council to grant them another extension of time to pay the purchase price until 30 March 2022. According to Mr Kennedy, he was of the opinion that there are only a few months left before the end of 2021. The lockdowns also has an effect. Windhoek was under lockdown from 17 until 31 July 2021.

Mr K Kennedy was granted a chance to provide proof of financial support to secure the purchase price although they confirmed that they have secured N\$ 11 000 000.00 from their investors in Dubai. To date no payment has been received towards the purchase price, neither did they made an effort to provide Council with a letter of commitment as per the Management Committee's decision passed on 21 April 2021 under item 5.10.

Black River Investment CC failed to provide the proof of financial support as security of the purchase price in order to motivate their application for extension of time to pay the purchase price until **30 July 2021**.

Mr K Kennedy submitted many e-mails requesting for an audience, however Council did not see any reason for a meeting in person when everything was required to be stated in writing.

Clause 11 of the Deed of Sale makes provision for cancellation of a transaction due to non-performance and stipulates:

11. TERMINATION AND CANCELLATION

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

11.2 If the PURCHASER commits a breach of any term or condition of this agreement the SELLER shall give the PURCHASER notice in writing to the address as chosen in paragraph 6 of Annexure "A" hereto to rectify such breach within 21 (twenty-one) days from date of such notice.

Should the PURCHASER fail to rectify such breach within the stipulated 21 (twenty-one) days, the SELLER shall have the right to either:

- Cancel the sale by letter to the PURCHASER, whereupon the PURCHASER shall forfeit any and all amounts paid to the SELLER as per clause 11.4 herein below; or
- Claim immediate payment of the purchase price and fulfilment of all terms and conditions of this agreement.

10. July 2021

On 29 July 2021 under item 11.1.2 Council decided to exercise its right in terms of the deed of sale and cancel the long overdue transaction:

- (a) That Council takes note that Messrs Black River Investment CC did not provide proof of financial support to date as required in terms of the Management Committee decision passed on 21 April 2021, Item 5.10 and that the sale of Erf 2747 and 2748, Matutura to Messrs Black River Investment CC is cancelled accordingly in terms of Clause 11 of the Deed of Sale.
- (b) That the remainder of the deposit paid, in the amount of N\$ 10 000.00 for registration fee and N\$30 000.00 in respect of rates and taxes be forfeited in terms of clause 11.2 of the signed sale agreement.
- (c) That Messrs Black River Investment CC be informed of the cancellation by Council.
- (d) That Erven 2747 and 2748, Matutura be sold by closed bid on the date to be determined by Council at the upset price of N\$ 755 782.65 for both erven.

The purchaser was informed of the above decision in writing per letter dated **02 August 2021**.

Following the above a telephone call was received from Mr K Kennedy threatening various officials, including stating that he intended to shoot Mr Swarts (the previous General Manager: Corporate Services & HC).

In summary the erven were sold on **29 November 2019** and the due date was initially **03 August 2020**; which was subsequently extended to **30 September 2020** and then to **29 March 2021**.

The purchaser was treated far more leniently than most other purchaser and had more than 15 months to secure the purchase price which they deemed viable to submit at the exclusive closed bid sale held on 29 November 2019.

In conclusion, Council acted well within its contractual right to cancel a transaction of which the initial due date to secure the purchase price was **03 August 2020**.

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

Yours faithfully,



Mr A Benjamin
Chief Executive Officer

/sb

Annexure "A"

11.1.14

EXTENSION 13, MATUTURA:

- **BLACK RIVER INVESTMENT (PTY) LTD**
 - **EXCLUSIVE CLOSED BID**
- (C/M 2019/07/25 - E 2747 M, E 2748 M, 14/1/14)

RESOLVED:

- (a) That Urban Edge Properties be informed of Council's resolution passed on 28 March 2019 under Item 11.1.14 that no applications for business land in the northern suburbs be considered until all statutory process are finalized and that no ranking list will be kept.
- (b) That Erf 2747 (measuring 1 742m²) and Erf 2748 (measuring 1 093m²) located in Extension 13 Matutura be consolidated at the cost of the purchaser and be allocated for the exclusive closed bid sale approved by Council on 22 November 2018 under item 11.1.32.
- (c) That the upset price be determined at N\$266.59/m².
- (d) That the purpose for the acquisition of the erf is for the development of a fuel station and shopping mall and that the normal town planning procedures apply for the intended activities.
- (e) That the three approved bidders pay a refundable registration fee of N\$10 000.00 to take part in the closed bid sale and register by providing the registration documentation of their entities.
- (f) That the following standard conditions be applicable:
1. *That upon allocation of the erf to the successful purchaser, Council's intention to sell the erf be advertised for possible objections as required in terms of the Local Authorities Act, Act 23 of 1992 at the cost of the purchaser.*
 2. *That the transaction be concluded within 120 days from approval being granted by the Ministry of Urban and Rural Development to proceed with the intended transaction.*
 3. *That payment of the purchase price be secured either in cash or formal bank guarantee in favour of the Swakopmund Municipality within 120 days from the honourable Minister's favourable response.*
 4. *Failure to secure the purchase price within the required period will result in cancellation without the need to place the purchaser on terms.*
 5. *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 of Ministerial approval (date of sale) until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale.*
 6. *That the purchaser accepts 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.

7. *The erf 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.*
That where the General Manager: Engineering Services determines that the purchaser must upgrade or extend the existing services to the erf, the purchaser must do so at its own cost and to the satisfaction of the General Manager: Engineering Services.
 8. *That the property or any portion thereof may not be alienated without being offered to Council at the purchase price such was obtained from Council.*
 9. *That no development or construction be permitted to commence until the statutory processes have been completed and the erf is transferred.*
 10. *That the purchaser must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property;*
 11. *That the said improvements must be completed within 24 months (2 years) from date of transfer.*
 12. *That the property may not be alienated unless a completion certificate is issued in respect of the structural improvements, referred to in point 11 above. This restraint of alienation is to be registered against the title deed of the property.*
 13. *That the purchaser provides the registration documentation of the entity (Council resolution of 27 April 2017 under item 11.1.10) and that the shareholders / members must be cautioned that the company remain the same until the transfer takes place and they have complied with all conditions of sale.*
 14. *That the agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof by the purchaser.*
 15. *That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.*
-



Republic of Namibia

**Ministry of Urban and Rural Development
OFFICE OF THE MINISTER**

Enquiries: A. Haradoeb
Tel: (+264+61) 297-5213
Fax: (+264+61) 297-5305

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

19-03-12-2747
E 2747 M
E 2748 M

Her Worship Hon. Louisa Kativa
Mayor: Swakopmund Municipality
P. O. Box 53
Swakopmund



Your Worship,

SUBJECT: BLACK RIVER INVESTMENT PTY (LTD)

The above subject matter subject matter bears reference.

This letter serves to inform and forward to your good office a letter from the above subjected company requesting ministerial intervention on a matter pertaining to erf 2748 in Shipal-Tombias Street, Swakopmund.

In that light, I hereby refer this issue for your intervention as Council to engage this aggrieved resident in order to find an amicable solution. Thus, I will be delighted if your good office furnish me with the outcome of your intervention in that respect.

Please accept here-with Your Worship, the assurances of my highest regard.

Yours Sincerely,


ERASTUS UUTONI
MINISTER
PRIVATE BAG 13289
WINDHOEK



MUNICIPALITY OF SWAKOPMUND

Office of the Mayor

Ref: Erven 2747 and 2748
Enquiry: Mr A Benjamin

☎ (064) 4104102
 📠 (064) 4104120
 📍 53 Swakopmund
 NAMIBIA
 Web www.swkmun.com.na
 📧 swkmun@awkmun.com.na

19 August 2022

The Executive Director
 Ministry of Urban and Rural Development
 P O Box 13289
 WINDHOEK
 10005

✉ asser.haradoeb@murd.gov.na
 ✉ paulina.kayoko@murd.gov.na

Attention: Mr A Haradoeb

Dear Sir

RE: BLACK RIVER INVESTMENT (PTY) LTD

We refer to the letters dated **12 July 2022** and **24 August 2021** requesting Council to intervene and resolve the matter regarding the cancellation of the sale of Erven 2747 and 2748, Matutura to Black River Investment CC (represented by Mr K Kennedy) refer.

Council and Black River Investment CC are represented by their respective attorneys and it is therefore not advisable to engage in direct discussion with the company. The parties are presented as follows: ENSafrica Namibia represents Council and Black River Investment CC is represented by Veiko Alexander & Co. Inc.

Attached, a copy of our letter dated 30 August 2021 (in reply to your letter dated 24 August 2021) in which Council clarified various allegations made by Black River Investment CC regarding the cancelation of the sale transaction.

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

Yours faithfully,

David Am-!Gabeb

DEPUTY MAYOR

/ms



Copy: ENSafrica Namibia (Att: Ms Anja Louw: alouw@ensafrica.com)

ANNEXURE "D"

In Camera

SMC ADDENDUM NO:

(30 September 2021)

ONE AFRICA TV BROADCAST OF 6 SEPTEMBER 2021: BLACK RIVER INVESTMENT CC ALLEGATIONS AGAINST COUNCIL AND STAFF (E 2747 M, E 748)**1. Introduction**

Erf 2747 and 2748, Matutura was sold to Black River Investment CC (Mr Kali Kennedy) at a Closed Bid Sale on 29 November 2019. Following a number of requests for the extension of the purchase price, the original payment date of 3 August 2020 was extended on numerous occasions until that last due date of 29 March 2021.

2. Council cancelled the transaction at its meeting of 29 July 2021 when the purchase price was still not paid.
3. Following this, Mr Kennedy approached the Ombudsman as well as the Minister of Urban and Rural Development complaining about the way the transaction was handled.
4. After enquiry from the Minister, a letter dated 30 August 2021 (**Annexure "A"**) was sent giving a history and explanation of all events relating to the transaction.

5. Mr Kennedy's actions

According to Council's telephone records, Mr Kennedy made 17 telephone calls to various of Council's staff members on 4 August 2021 alone. His behaviour also further included speaking to the Acting General Manager: Corporate Services & HC and during this conversation, threatening to come to the offices and shoot Mr Swarts, the previous General Manager: Corporate Services & HC as well as other staff members. This followed earlier exchanges where Mr Kennedy acted very aggressively and intimidating to the female staff members of the Property Section which caused them to be in fear of their physical safety.

6. The Security Officers at Access Control were after the threatening telephone conversation with the Acting GM: CS & HC instructed to deny Mr Kennedy entry to the building. He tried to visit Council's main building about a week later and was denied access. Mr Kennedy was very upset and stated that he would be back and that this was not be the end of the matter.

7. One Africa TV broadcast - 6 September 2021

One Africa TV is a privately owned television station and broadcasts on DSTV channel 284, GoTv 90, livestreams to the DSTV now App and TV2Africa.com. They similarly simulcast on Facebook and Twitter.

8. The television network requested a statement from the Office of the CEO on 1 September regarding the allegations that there was no transparency in the cancellation of the transactions to Black River Investment CC. The same content that was written to the Minister detailing the timelines and details of all events was provided to One Africa TV on 2 September 2021 (**Annexure "B"**).
9. On 6 September 2021 they broadcasted an item entitled "*Entrepreneur accuses Swakopmund Municipality of 'land grab'*" on 6 September 2021. (**Annexure "C1"**. The video of this broadcast as retrieved from their Facebook page will be played and stored as an audio visual Annexure with the recordings of the meeting).
10. The item featured Mr Kennedy making various false statements and derogatory remarks against Council and its staff members, amongst others that:

- (a) The Acting General Manager: Corporate Services & HC and the Chief Executive Officer are "rotten potatoes" as they are involved in corrupt practices that should be investigated by the Anti-Corruption Commission.
- (b) Attempts are made to prevent blacks from owning land.
- (c) Council refused to take into consideration the lock-down situation during Covid in their consideration of the granting of an extension of time for the payment of the purchase price.
- (d) Council refused to supply documentation that Mr Kennedy required to obtain funding from the Bank of Namibia.
- (e) Council was unfair in its dealings with Mr Kennedy.
- (f) The management of Council's operations are unprofessional and equivalent to that of the running of a 'kuka shop'.

11. Although the written comments supplied to One Africa TV supplied the facts in explanation of what Mr Kennedy was alleging, the reporter did not reveal it in the same detail as Mr Kennedy's accusations was afforded during the report. A clip of the letter wherein it is stated that Mr Kennedy threatened to shoot the previous General Manager: CS was quickly flashed during the report, but no mention was even made hereof in the report.

12. The item was viewed on Facebook alone 11 000 times and the following comments were posted to it by Facebook users by 20 September 2021:

Paul Major Kapira Kaferandu

Let us empower fellow black Namibian, give him the land and a period of 10 years to source funding. If we cannot accommodate our own people who else can we accommodate... I have heard how some town leaders reason, when we poor Namibian want land 'they says you don't have money and we cannot give land to you'. That man must be given that land merely on the ground of citizenship and young entrepreneur... The remains fact remains the masses don't have wealth and we must accept that and start paving ways for Namibian youth. It's very disappoint if you see how the wealth is divided among the elites and foreign investors and while Namibian find it difficult to get wealth in this country. It ridiculous how even we poor people ourselves failed to treat each with respect and without discrimination. Please find the best solution for the man...

Gabes Hamunyela

If that land/erven was owned by a politician, it wouldn't have been revoked. We have soo many dormant evern/plots owned by well connected and politicians for decades, yet municipalities/town council dont revoke their plots.

Ndangi Kangueehi

Gabes Hamunyela did they also not pay for it

Gabes Hamunyela

Ndangi Kangueehi They did, but they dont develop them in the prescribed time frame, yet they dont get revoked from them as we can hear from this insert.

Ndangi Kangueehi

Gabes Hamunyela oh okay....

It's a pity that corruption tend to grow in our country

Joseph Nambuli Grp

That is what you vote for.

Jackson Nangolo

Never give up my brother..

Money does not belong to elders ,riches o politicians...
Vadina ovanu mboli .

Rabby Rabanus
Look for equity funding

Lee Nda
I feel for that guy.. I think if he's skin tone were not black, he wouldn't have encountered half the things he's going through now..

Elia Haukongo Ndubu
IPC vote for change

Vuvuzela Shipena
Nestor Netto Kuuwa

Sibolile Lucas
Eshiiiiiii this wicked Namibian people" the must just the guy right away instead of coming with this nonsense thing eshii.

Dantago Dwg
They gave your land to chinese my brother .same in okahandjs

Kotazo Emvula
Let's this peoples not frustrated the young ones please, the gentleman has good ideas and swakop has been in the hand of few individuals who don't want black to prosper that side. I hope the IPC seniors will intervene and call their councilors to order

Joseph Nambuli Grp
Kotazo Emvula it won't make sense cos they gave power to hungry lion

Simeon Amos
Where there's smoke, there's fire.

Joy Henock Ismael
Kandaly KaHenock

13. **2nd Broadcast: 20 September 2021**

A 2nd program was broadcasted on the matter on 20 September 2021. (**Annexure C2**) Herein the Minister of Urban and Rural Development encourages Local Authorities to engage with developers on purchases made and financial difficulties experienced by them due to Covid.

14. Mr Kennedy stated that:

- (a) The Ministry will be sending a letter to Council instructing Council to give him an 8 month extension for the purchase of the land.
- (b) That the CEO and Council are failing the 'Harambee' plan.
- (c) The Municipality is failing the youth.
- (d) Entrepreneurs should not give up and approach the Ministry when they are denied opportunities.

15. **Other Facebook posts**

On a further unrelated Facebook posting on 20 September 2021 by another member of the public regarding a housing related transaction in Swakopmund, Mr Kenndy commented as follows:

"I can tell you Swakopmund Municipality they are soo Corrup they must remove the CEO and proparty manage Andre platjie those guy's are the most stupid they don't care for the Youth and poor people." [sic]

"They are busy taking Land from the young Businessman and women because they don't care and CEO said also that he don't care.swakopmund municipality building need proper management to be honest serious." [sic]

16. **Recommendation**

It is clear from the few Facebook comments alone that a negative and false perception of Council was formed of the Municipal Council of Swakopmund in the public eye based on the statement made by Mr Kennedy and broadcasted by One Africa TV. Black River Investment CC's land sale process itself was unfairly portrayed and further serious accusations of racism, corruption and insulting remarks of Council's management and its operations were made. One Africa TV made no reasonable attempt to portray the matter in a balanced manner and aid and abet Mr Kennedy in the defamation of Council's character and the broadcasting of false and biased statements. Mr Kennedy is further employing the media to lobby both public and apparently even Ministerial support for his case by using false information.

17. It is recommended that Council's legal representatives be instructed to advise on a recommended course of action that may be taken against both Mr Kennedy of Black River Investments CC and One Africa TV. Considerations may include a public apology, reporting One Africa TV to the Media Ombudsman, defamation of character suit, etc. but can be determined once legal advice has been obtained.

RECOMMENDED:

- (a) **That the Management Committee takes note of the broadcast of a report by One Africa TV entitled "Entrepreneur accuses Swakopmund Municipality of 'land grab'" on 6 September 2021 as retrieved from Facebook wherein Mr Kali Kennedy of Black River Investment CC made several serious and false accusations against Council involving the sale and cancellation of Erf 2747 and 2748, Matutura.**
- (b) **That Council's legal representative be instructed to consider the report with the aim of taking appropriate legal action against Mr Kali Kennedy, Black River Investment CC and One Africa TV for the statements made and the biased reporting.**
- (c) **That legal action also be considered against Mr Kennedy based on the threats he made of shooting people.**

"FOR CONSIDERATION"

Acting GM: Corporate Service & HC



Your reference:

Our reference: BLA1/0001 -1

ANNEXURE "E"

11 May 2022

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



Dear Sir

RE: UNLAWFUL TERMINATION OF CONTRACT FOR THE SALE OF ERVEN 2747 AND 2748, MATUTURA, EXTENSION, SWAKOPMUND (the "Properties").


1. We refer to the above matter.
2. We act for Black River Investments Close Corporation (the "**Client**"), who instructs us as follows:
 - 2.1. Following a successful closed bid, and Ministerial approval for the sale of the Properties, Client and the Swakopmund Municipal Council (the "**Council**") concluded a contract for the sale of the Properties to Client for an amount of N\$1,150,000.00 (VAT inclusive) (the "**Contract**"). It was a condition of the Contract, which was signed on or about 28 May 2020, that Client had to pay the purchase price on or before 3 August 2020.
 - 2.2. Due to the Covid19 pandemic situation which prevailed in the country, and the entire world basically, Client could not timeously secure the funds to finance the purchase price. As a result, the time within which Client was obligated to settle the purchase price in terms of the Contract lapsed.

- 2.3. On 02 August 2021, the acting General Manager for Corporate Services and HR notified Client of the Council's decision to cancel the sale. The Council's decision was taken on 29 July 2021.
3. Client sought our advice in relation to the purported termination of the Contract and provided us with the Contract and correspondences between themselves and the Council. Based on our reading of the Contract, clause 11.2 specifically, we have concluded, and do hereby advise, that the Council had no right to terminate the Contract, due to the following reasons:
 - 3.1. In terms of clause 11.2, if a breach of any term or condition of the Contract is committed by Client, the Council is obligated to first give Client a notice in writing to the address as chosen in paragraph 6 of Annexure "A", calling upon Client to rectify such breach within 21 days from date of the notice.
 - 3.2. It is only if Client would have failed to rectify the breach within the stipulated 21 days of the notice, that the Council would have had the right to either cancel the sale by letter to Client or claim immediate payment of the purchase price and fulfilment of all terms and conditions of the Contract. Our instructions are that the Council did not comply with the provisions of clause 11.2 in that the Council failed to give Client a notice as contemplated by clause 11.2.
 - 3.3. In any event, failing to pay the purchase price on or before 03 August 2020 did not necessarily entitle the Council to cancel the Contract. If regard is had to clause 2 of Annexure B, it makes provision for the Council to charge interest on the purchase price, with effect from 29 November 2019, calculated at a rate of 10.75% per annum and to be so calculated until the purchase price plus interest thereon has been paid and received in full.
 - 3.4. We make the preceding submissions while mindful of clause 5 of Annexure B of the Contract. We however advise that the two clauses, 2B and 5B, provide for contracting remedies as available to the Council on account of Client's failure to pay the purchase price on 3 August 2021. That being as it is, we submit that it would only be fair and reasonable in the circumstances of the Covid19 pandemic and the accompanying restrictions, where movements and business activities were basically disabled, for the Council to rather have

elected to impose penalty interests on the purchase price as contemplated by clause 2 of Annexure B, instead of cancelling the Contract. Cancelling the Contract was too drastic in the circumstances.

4. In light of the above, our further instructions are to demand, as we hereby do, that-
 - 4.1. the Council does not implement its decision to terminate the Contract, such decision being unlawful; and
 - 4.2. the Council complies with the peremptory requirements of clause 2B, alternatively to charge interest on the purchase price as provided for by clause 2B,falling which we reserve our Client's rights to take such further steps as are available to it in law to achieve the aforesaid and/or to claim any damages which our Client may have suffered as a result of the Council's unlawful conduct as hereinbefore set out.
5. Moreso, we are instructed to advise that Client has in the meantime secured an investor who is interested in financing the development of the Properties.
6. We trust that you will find the above in order and wait on your reply.

Yours Faithfully



VEIKO S ALEXANDER

Director

VEIKO ALEXANDER & CO. INC



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

Ref No: M 2747 & M 2748

Enquiries: Ms M Sheehama

09 August 2024

ENSafrica
P O Box 2934
SWAKOPMUND
13001

alouw@ensafrica.com

Attention: Ms Anja Louw

Dear Madam

ERVEN 2747 & 2748, EXTENSION 13, MATUTURA

The above matter and your letter dated **22 July 2022** (0499504) refer.

The attached letter dated **15 May 2024** was received from Black River Investment (Pty) Ltd (hereafter referred to as applicant) regarding the above transaction. Since Council does not engage in direct discussion with the applicant, you are kindly requested to inform and remind the applicant of the Council resolution passed on **29 July 2021**, item 11.1.2 quoted below:

- (a) *That Council takes note that Messrs Black River Investment CC did not provide proof of financial support to date as required in terms of the Management Committee decision passed on 21 April 2021, item 5.10 and that the sale of Erf 2747 and 2748, Matutura to Messrs Black River Investment CC is cancelled accordingly in terms of Clause 11 of the Deed of Sale.*
- (b) *That the remainder of the deposit paid, in the amount of N\$ 10 000.00 for registration fee and N\$30 000.00 in respect of rates and taxes be forfeited in terms of clause 11.2 of the signed sale agreement.*
- (c) *That Messrs Black River Investment CC be informed of the cancellation by Council.*
- (d) *That Erven 2747 and 2748, Matutura be sold by closed bid on the date to be determined by Council at the upset price of N\$ 755 782.65 for both erven.*

Attached also a copy of our letter to the Ministry of Urban and Rural Development dated **19 August 2022** in which Council clarified various allegations made by Black River Investment CC regarding the cancelation of the sale transaction.



For information, the allegations were reported to Council and the following was resolved on **27 January 2022**, item 11.1.1 :

- (a) *That Council takes note of the legal opinion of Messrs ENS Africa regarding its legal position on the broadcasts made by One Africa TV which included several false and defamatory statements made by Mr Kali Kennedy of Black River Investment CC against Council about the sale of Erf 2747 and 2748, Matatura.*
- (b) *That Council takes no further action against One Africa TV and its journalist, Mr Joseph Sheefeni and Mr Kali Kennedy and/or Black River Investment CC.*

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

Yours faithfully



Andre Plaatje
General Manager: Corporate Services & HC (Acting)

/ms 



*Noted
- for Records*

ENSafrica
Unit 3 Ground Floor Sonneneck Building Moses Garoeb Street
Swakopmund Namibia
P O Box 2934 Swakopmund Namibia
tel +264 64 416380
infoNAM@ENSafrica.com

VEIKO ALEXANDER & CO. INC

Office B001, Erastus Shapumba Towers

No. 6 Gutenberg Street

Ausspannplatz

WINDHOEK

10005

Per email: info@vainc-law.com

0499504 our
ref

22 JULY 2022

ATTENTION: MR VEIKO ALEXANDER

Dear Sir

IN RE: TERMINATION OF CONTRACT FOR THE SALE OF ERVEN 2747 AND 2748, MATUTURA, EXTENSION 13

We confirm that we act on behalf of our client, the Municipality of Swakopmund, on whose instructions this letter is addressed to you.

We acknowledge receipt of your letter dated 11 May 2022, the content whereof is noted.

We place on record that our client does not intend to litigate via correspondences and that our client's right to respond to any allegations contained in your aforementioned missive is strictly reserved – failure to respond to any allegation(s) should not be construed as an admission of same.

We note your client's admission of failing to perform within the time period contractually allocated or per the extensions of time provided by Council (on a without prejudice basis and in good faith).

We further place on record that our client acted lawfully throughout.

Any malicious litigious proceedings will be vehemently defended / opposed and cost order(s) will be sought against your client accordingly.

Our client's rights remain reserved.

Yours faithfully

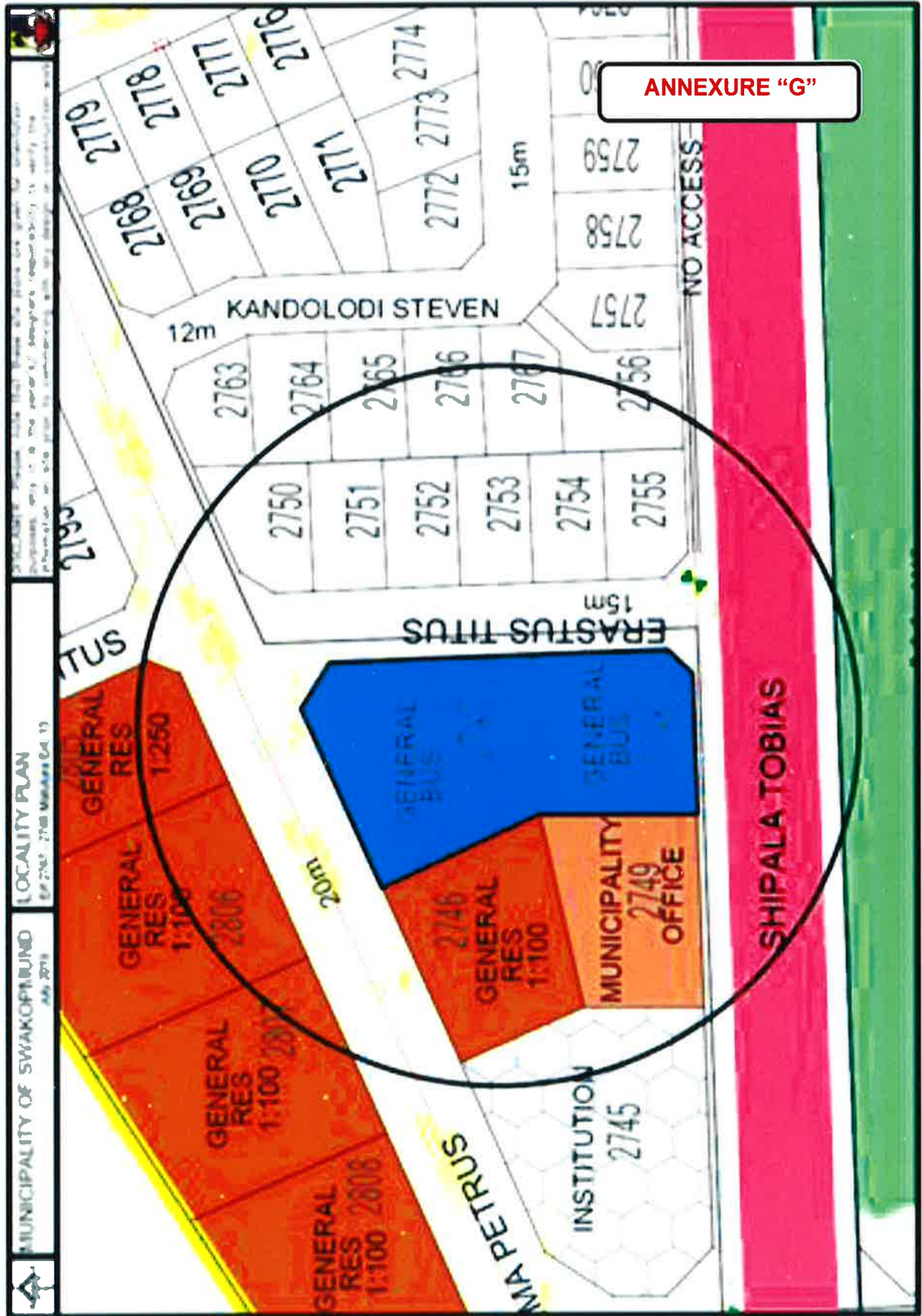
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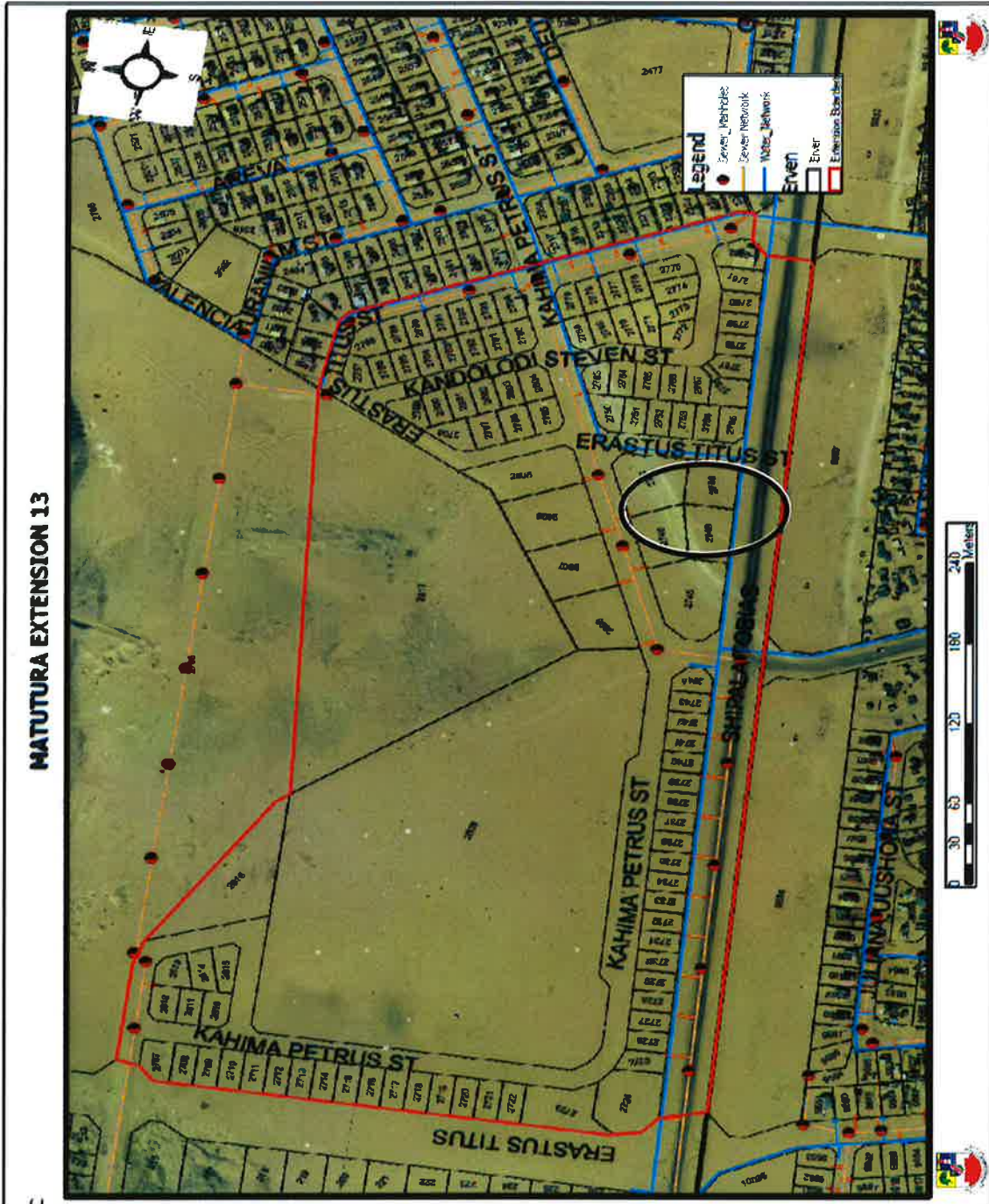
PER: MRS. ANJA LOUW

in Africa | for Africa

ENSafrica.com

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

- 11.1.43 **MASS HOUSING PROGRAM: REQUEST TO WAIVE PRE-EMPTIVE RIGHT OVER ERF 4056, MONDESA, EXTENSION 9 - MR AND MS HANGULA**
(C/M 2024/10/31 - M 4056; 14/2/1/2)

Ordinary Management Committee Meeting of 17 October 2024, Addendum **10.18** page **112** refers.

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

1. **INTRODUCTION**

The purpose of this submission is to request the Council to waive the pre-emptive right over Erf 4056, Mondesa, Ext. 9 (a map attached as **Annexure "A"**). The application is discussed under point 3.

2. **BACKGROUND**

Erf 4056, Mondesa Ext. 9 was allocated to Mr Silas Hangula under the Mass Housing Development Program. A Deed of Sale (the first and last page of the Deed of Sale is attached as **Annexure "B"**) was signed between the parties on **12 August 2015**.

On **19 June 2017**, Kinghorn Associates confirmed the transfer of Erf 4056, Mondesa to Mr Hangula (**Annexure "C"**). On **19 August 2016**, Mr Silas Hangula married Ms Rosalia Hangula, a marriage which does not have the legal consequences of a marriage in of community of property (Identification Documents attached as attached as **Annexure "D"**)

On **04 September 2023**, the High Court of Namibia ordered through a divorce settlement agreement (**Annexure "E"**) that Erf 4056, Mondesa be sold to settle the mortgage and related costs, and the remaining amount be divided equally between Mr. and Ms Hangula.

3. **DISCUSSION**

On **08 September 2024**, Mr. and Ms. Hangula requested for waiver of the pre-emptive right condition to enable the sale of Erf 4056, Mondesa to Ms Gebhardt (Identification Document attached as **Annexure "F"**), who is not on the Master Waiting List (letter of request attached as **Annexure "G"**).

Clause 11.1 is quoted below which condition is also registered on the title deed:

"11.1 *A restraint on alienation and right of pre-emption in favor of the Seller in terms whereof the Purchaser (or his/her successors in title) shall not be entitled to alienate the Property for 10 years as from the date on which the registration of transfer of the property into the name of the Purchaser is registered unless the Property was offered for sale to the Seller who has rejected the offer in writing. The Seller shall, within 60 days of the receipt of the offer, be entitled to accept the offer to purchase the Property at a price equal to the purchase price of the Property herein recorded, plus the reasonable costs which the Purchaser may have incurred to further permanently and meaningfully improve the Property (excluding the costs of maintenance and upkeep thereof), which costs shall be determined by an independent valuator appointed by agreement between the parties, failing agreement by the president of the Law Society of Namibia at the time, whose determination shall be final and binding on the parties.*"

In light of the above, Mr. and Ms Hangula are restricted from alienating Erf 4056, Mondesa without the Council's consent.

Mr and Ms Hangula are aware of the 10-year restrictive clause that imposes the pre-emptive right over Erf 4056, Mondesa. The prospective buyer has

already made a payment of **N\$ 718 865.00 (Annexure "H")** through the lawyers (Dr. Weder, Kauta & Hoveka).

Mr and Ms Hangula expressed that all they wish is to sell their house and hereby request for Council's approval. It is alleged that Mr Hangula is in massive debt that originated from a court case that also involved the selling of Erf 4056, Mondesa.

Council in the past approved the waiver of the restrictive condition and that Council delegates the approval of the waiver of the restrictive clause applicable to the sale of Erven located in Extension 10, Swakopmund in cases where the property was bought in the personal name of a person and the owner reached the age of 60 years.

On **27 June 2024**, the Council passed the following decision under item 11.1.23 with reference that Council delegates the Chief Executive Officer (CEO) to approve a waiver of the restrictive clause of a property with special cases:

- " (a) That Council takes note of the application by Mr. Christopher Harry King to waive the pre-emptive right registered against Erf 4836, Swakopmund.
- (b) That Council waives the restriction registered in the Deed's Office against Erf 4836, Swakopmund to allow Mr King to sell his property to a third party based on the property being registered in his name and he has reached the age of 60 (is a pensioner as approved by Council on 29 October 2020 under item 11.1.11).
- (c) That Council delegates to the Chief Executive Officer the approval of the waiver of the restrictive clause applicable to the sale of Erven located in Extension 10, Swakopmund in cases where:
 - (i) the property was bought in the personal name of a person;
 - (ii) and the owner reached the age of 60 years."

4. **PREVIOUS COUNCIL RESOLUTION**

Council previously approved applications to waive the pre-emptive right. On **30 June 2022**, the Council resolved under item 11.1.20 as follows:

- " (a) That Council waives the pre-emptive right registered over Erf 2626, Matutura, and permits Ms A Kotze to sell the property to the third party.
- (b) That Ministerial approval is obtained from MURD to allow Ms A Kotze to sell to Ms E Lukas (third party)."

Ms Kotze motivated her request as she relocated to South Africa on retirement. On **27 July 2022**, the Council resolved under item 11.1.14 as follows:

- "(a) That Council waives the 10-year restriction over, Erf 2592, Matutura, and permits the sale of Erf 2592 to a third party.
- (b) That Ms Engelbrecht be informed that she no longer qualifies for allocation of an erf under the low-cost housing projects, as she is no longer a first-time property owner.
- (c) That Ms Engelbrecht submits the third party's information in order to determine whether or not he or she is eligible to purchase the house. The purpose of low-cost housing is defeated if the house is sold to a third party who is not on the Master Waiting List and is not a first-time homeowner."
- (d) That the Ministerial approval be obtained to allow Ms Engelbrecht to sell Erf 2592 to a third party."

Ms Engelbrecht had alleged that she had financial difficulties and could not maintain payment of the bond and rates and taxes.

On **27 April 2023**, the Council resolved under item 11.1.10 as follows:

- (a) That Council waives the pre-emptive right registered over Erf 1426, Matutura and allow Mr. Shikongo to sell Erf 1426, Matutura, Extension 7 to a third party who meets the following criteria for him to become debt-free:
- That the third party should be a first-time homeowner
 - Earns an income set for a specific project.
 - That the third party applied for housing applications and that the name appears on the Master Waiting List.
- (b) That Mr Shikongo be informed that he no longer qualifies for allocation of an erf under the low-cost housing projects, as he is no longer a first-time property owner."

Mr Shikongo on the other hand explained that he had been retrenched from work, relocated to another town, and could also not maintain the payment of the bond and rates and taxes.

5. **PROPOSAL**

It is proposed that the Council approve to waive the pre-emptive right clause registered over Erf 4056, Mondesa. This is to allow Mr and Ms Hangula to divide their equal share by selling Erf 4056, Mondesa, as ordered by the High Court.

As Council on **27 June 2024** approved to delegate the Chief Executive Officer to allow to waive the restrictive clause over erven located in Extension 10 with cases stated in the above resolution, it is proposed that Council similarly delegates the authority to the Chief Executive Officer in cases where it forms part of a divorce settlement agreement to avoid similar cases being submitted to Council continuously or on every such occasion.

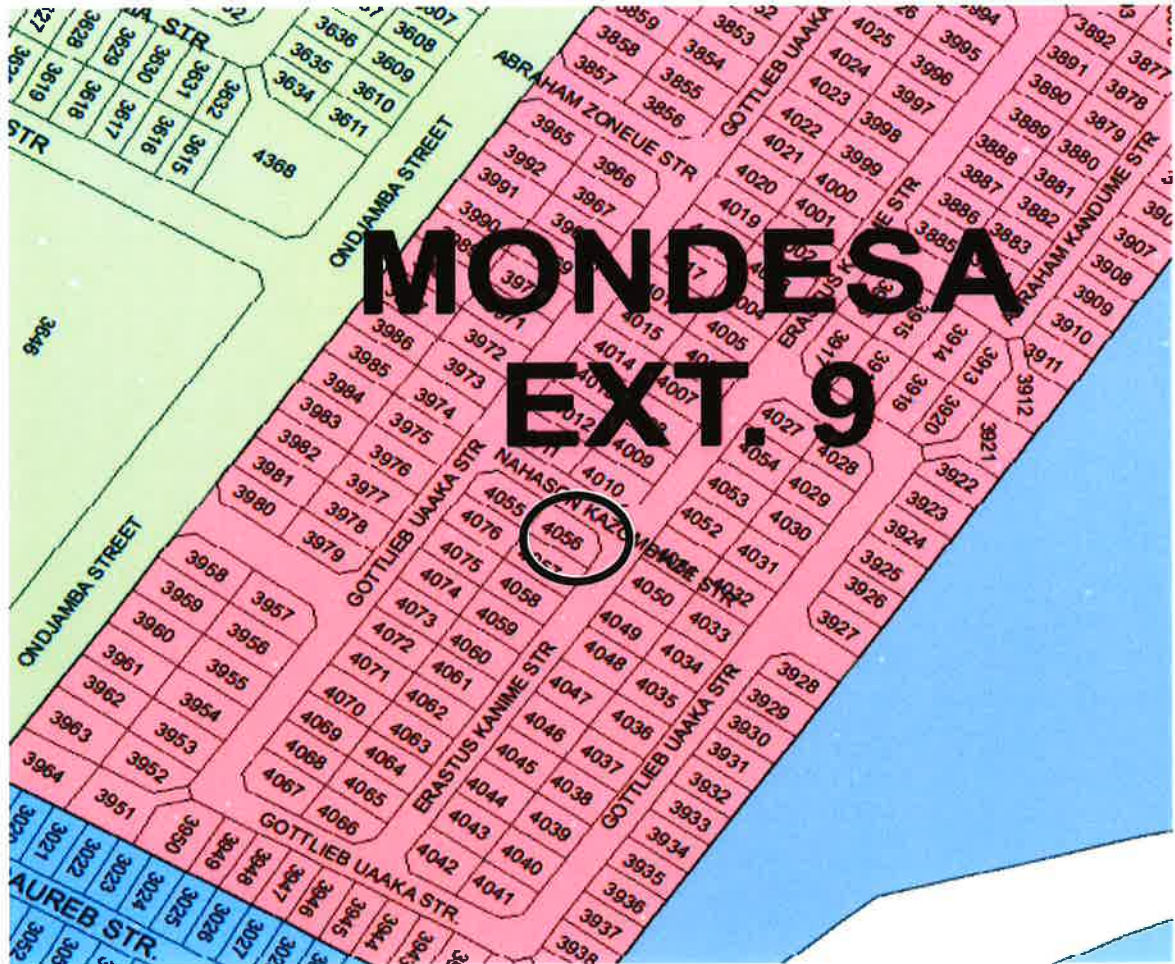
B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) **That the 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 the Council waives the restriction registered in the Deed's Office against Erf 4056, Mondesa, Ext. 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 the 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 the 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 the 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 the Council continuously or on every such occasion.

ANNEXURE "A"



NOTARIES, CONVEYANCERS &
ATTORNEYS
COURT CONNECTED & PRIVATE
MEDIATORS

**KINGHORN
ASSOCIATES**

Haus Altona
2-6 Tobias Haiyeko Street
SWAKOPMUND / NAMIBIA
P.O. Box 1455 (No Area Code)
Tel: +264 64 405051/2
Fax: +264 64 402159
E-mail: pburger@kinglaw.com.na
VAT Registratinn No: 2667085-01-5

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

YOUR REF: **ERF 4056 MONDESA EXT 9
(MASS HOUSING)**

OUR REF: **PJB/jk MUN100/1756-60**

ATT: MR M N IPINGE / MRS M PALMER

19 JUNE 2017

Dear Sir/Madam

- RE: 1. TRANSFER ERF 4056 MONDESA (EXT 9): MUNICIPAL COUNCIL OF SWAKOPMUND
// 1. S HANGULA 2. R M HANGULA
2. BOND OVER ERF 4056 MONDESA (EXT 9): MUNICIPAL COUNCIL OF SWAKOPMUND
// 1. S HANGULA 2. R M HANGULA

We refer to the above transactions and confirm registration thereof in the Deeds Office on **19 JUNE 2017**.

We will deliver the original deed of transfer and mortgage bond to your offices as soon as it is received from the Deeds Office.

Yours faithfully,


KINGHORN ASSOCIATES
Per: P J BURGER



HC-MD-CIV-ACT-MAT-2023/02282

IN THE HIGH COURT OF NAMIBIA, MAIN DIVISION,
HELD AT WINDHOEK
ON MONDAY, THE 04TH DAY OF SEPTEMBER 2023
BEFORE THE HONOURABLE JUSTICE PARKER

In the matter between:

ROSALIA MWALIMUSH HANGULA (BORN NGHFINUA)

PLAINTIFF

and

BILAS HANGULA

DEFENDANT

COURT ORDER

Having heard **MS VENTER**, on behalf of the plaintiff and having read the pleadings for HC-MD-CIV-ACT-MAT-2023/02282 and other documents filed of record:

IT IS HEREBY ORDERED THAT:

- 1 The bonds of the marriage subsisting between the Plaintiff and the Defendant are hereby dissolved.
- 2 The Settlement Agreement entered into by the parties dated and signed on 24 April 2023 and 27 April 2023 respectively, and filed of record, is made an order of Court.
- 3 The matter is finalised and removed from the roll.

BY ORDER OF THE COURT

**REGISTRAR
TO:**

SAREL FRANCOIS MARITZ
On behalf of Plaintiff
Dr Weder, Kauta & Hoveka Inc.
WKH House
Jan Jonker Road
Aussparnplatz

Certified a true copy of
the original document

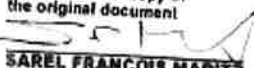
SAREL FRANCOIS MARITZ
3rd FLOOR WKH HOUSE
JAN JONKER ROAD, AUSSPANNPLATZ
P.O. Box 884, WINDHOEK
COMMISSIONER OF OATHS
PRACTISING LEGAL PRACTITIONER
NAMIBIA Tel: (061)275550

AND TO:

WINDHOEK
KHOMAS
Namibia

SILAS HANGULA
Defendant
House (NHE) 2356
Ehenye,
Oshakati
Namibia

Certified a true copy of
the original document


SAREL FRANCOIS MARITZ
3rd FLOOR WKH HOUSE
JAN JONKER ROAD, AUSSPANPLATZ
P.O. Box 854, WINDHOEK
COMMISSIONER OF OATHS
PRACTISING LEGAL PRACTITIONER
NAMIBIA Tel: (061)275550

IN THE HIGH COURT OF NAMIBIA
MAIN DIVISION - WINDHOEK

"B"



CASE NO:

In the matter between:

ROSALIA MWALIMUSH HANGULA

PLAINTIFF

And

SILAS HANGULA

DEFENDANT

SETTLEMENT AGREEMENT

WHEREAS the parties entered into a marriage on the 19th August 2016, at Odibo, which marriage does not have the legal consequences of a marriage in community of property by virtue of the provisions of Proclamation 15 of 1928.

AND WHEREAS the Plaintiff intends to shortly institute action in this Honourable Court against the Defendant for an order for the restitution of conjugal rights and failing compliance therewith, a decree of divorce and other relief.

AND WHEREAS pursuant to the action the parties have arrived at an agreement relating to their proprietary rights and other ancillary matters, which agreement the parties hereto desire to record in writing and have incorporated in the Final Order of Divorce in the event of the Honourable Court seeing it fit to grant a final order of divorce dissolving the marriage between the parties.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS**

1.1 In this agreement, the following words shall have the meanings assigned to them hereunder, unless the context indicates otherwise:

1.1.1 "the Plaintiff" means: **ROSALIA MWALIMUSH HANGULA.**

RH
CH
BND
RMS
H

1.1.2 "the Defendant" means: **SILAS HANGULA.**

1.1.3 "the Parties" means: The Plaintiff and the Defendant.

1.1.4 "the Minor Child" means: **NDAPANDULA VALERY HANGULA
(Born on 9 June 2017).**

1.2 Headings and clauses shall be deemed to have been included for purposes of convenience only and shall not affect the interpretation of the agreement.

2. PREAMBLE

2.1 The parties did on 19 August 2016 and at Odibo entered into a marriage, which marriage does not have the legal consequences of a marriage in community of property, by virtue of the provisions of Proclamation 15 of 1928.

2.2 The parties acknowledge that their marriage has irretrievably broken down.

2.3 The parties have come to an agreement relating, *inter alia*, to the maintenance payable in respect of the child born of the marriage, property, costs of suit and other proprietary and ancillary consequences of the divorce in the event of the above Honourable Court issuing a decree of divorce.

2.4 The Plaintiff undertakes to seek an order compatible with the provisions of this agreement and further agree that the said Court shall be asked to incorporate this agreement in the Order of Divorce, so that this agreement will operate as an Order of Court.

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AND

3. **DECREE OF DIVORCE**

- 3.1 The Plaintiff shall proceed with the action on an undefended basis and obtain a final order of Divorce seeking to incorporate this settlement agreement.

4. **CUSTODY & ACCESS TO THE MINOR CHILD**

- 4.1 The parties agree that it is in the best interest of the minor child **NDAPANDULA VALERY HANGULA (Born on 9 June 2017)** born from the marriage, that custody and control be awarded to the Plaintiff subject to Defendant's rights of reasonable access being reserved as follows: -

4.1.1 the said child will be with the Defendant every alternative weekend and every alternative long and short school holiday, which holiday shall be varied so that the Defendant shall have the said child every alternative December holiday. The Defendant shall pay all costs incurred in exercising his rights of access.

4.1.2 Access to the minor child shall be exercised in her best interest and shall create the minimum degree of disturbance to the child's routine, educational and necessary extramural activities.

4.1.3 Neither party shall remove the child from the Republic of Namibia for purposes of relocating to another country without the other party's prior written consent, which consent shall not be unreasonably withheld, and which consent shall take the best interest of the minor child into consideration.

4.1.4 The parties' consent to the child travelling freely with either parent separately within the Republic of Namibia for purposes of holiday and studies; Prior written consent, from the other parent, will be for any travel outside the Republic of Namibia

- 4.3 In the event of a dispute regarding the Defendant's access rights and/or in respect of any of the aspects referred to hereinbefore, the parties

PH → 24 → 21 → DD

agree to resolve the dispute with the assistance of a mediator. The mediator may be assisted by a qualified professional to determine the best interest of the minor child.

5. **MAINTENANCE FOR THE MINOR CHILD**

5.1 The Defendant will:

- 5.1.1 Pay maintenance to the Plaintiff, in respect of the minor child in the amount of **N\$500.00 (Five Hundred Namibia Dollars) per month**, subject to an annual escalation of **5% (Five)**, which maintenance amount is to be paid into the Plaintiff's account on or before the 1st of every month starting from month following the month in which the final divorce order is received;
- 5.1.2 pay 50% of annual school registration fees incurred in respect of the minor child.
- 5.1.3 pay 50% of the costs of one extra-mural activity for child per month to and in respect of the minor child including all sports equipment and clothing.
- 5.1.4 pay 50% of all excess expenses not covered by the medical aid fund in respect of the minor child.
- 5.2 In the event of the child exhibiting an aptitude or desire for tertiary education (and for as long as they apply themselves with due diligence and continue to make satisfactory progress) the Defendant will bear 50% of all the costs of the child's tertiary education. Such costs to include, without limiting the generality thereof, the costs of all fees due to an institute for higher learning attended by the child, including accommodation, general monthly living expenses, travel costs and documentation and the costs of all books and equipment required for the child's tertiary education;

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5.3 The parties shall consult each other in order to reach consensus before enrolling the child at a University and/or institution for higher learning.

5.4 In the event of a dispute regarding the child's maintenance and/or in respect of any of the aspects referred to hereinbefore, the parties agree to resolve the dispute with the assistance of a mediator. The mediator may be assisted by a qualified professional to determine the best interest of the child.

5.5 The Defendant's maintenance obligations referred to above shall cease when: -

5.5.1 the child shall have attained the age of twenty-one years, or

5.5.2 the child has become self-supporting

whichever shall occur first.

5.6 It is agreed that all maintenance payments shall, unless otherwise agreed to in writing, be paid by the Defendant free of bank charges and without deduction or demand on/or before the 1st of each month, to the Plaintiff at such address (or into such bank account), as the Plaintiff may from time to time direct by way of written notice.

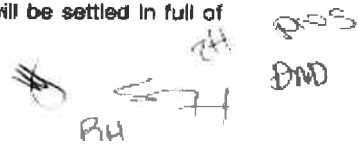
6. MOVABLE PROPERTY:

6.1 Each party shall retain as his or her sole and exclusive property the assets at present in his or her possession.

7. IMMOVABLE PROPERTY:

7.1 The parties are the registered owners of the immovable property situated at Erf No. 4056, Mondesa (Extension No. 9), Swakopmund, Namibia.

7.2 Parties agree that the immovable property will be sold. The Mortgage Bond and any property clearance related costs will be settled in full of the proceeds of sale.

 RH TH DMS DMD

- 7.3 The remainder of the proceeds of the sale of the property, after the deduction referred to in 7.2 above, will be equally divided between the parties.
- 7.4 It is expressly agreed that the debt under case number 1069/2019 Magistrate's Court Swakopmund, will be settled from the Defendant's share of the proceeds, for the current Emolument Attachment Order active under above case number against the Plaintiff, to cease.

8. DEBTS AND LIABILITIES

- 8.1 It is expressly agreed that parties shall be responsible for their own debts and liabilities.

9. PROPRIETARY RIGHTS

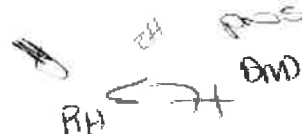
- 9.1 In full and final settlement of all or any proprietary claims of whatsoever nature or description, and specifically in settlement of any claim for personal maintenance which the parties might have against each other, the parties hereto agree to the terms as set out in this agreement.

10. NON-VARIATION

- 10.1 It is recorded that any variation or amendment to this agreement shall not be binding unless reduced to writing and signed by both parties.

11. FULL AND FINAL SETTLEMENT

- 11.1 The Plaintiff and the Defendant hereby agree that no party shall have any further claim or action of whatsoever nature against the other party except for the fulfilment of all rights available to such a party arising from the strict terms of this agreement and both parties hereto shall be deemed to have waived each and every claim otherwise as arising from this agreement.

Handwritten initials and signatures: RH, H, DMD, and a signature that appears to be 'DMD'.

- 11.2 The parties acknowledge and agree that this settlement agreement constitutes the entire agreement between them and that any alteration, variation amendment or purported cancellation of this agreement, or any deletion there from, whether express or implied, shall be of any force or effect unless reduced to writing and signed by both the parties hereto.
- 11.3 The parties shall, save as is herein contained, have no further claims against each other.
- 11.4 In the event of either of the parties being in breach with any or all the terms of this Agreement, then and in such an event the other party shall be entitled to immediately execute upon this Settlement Agreement.
- 11.5 The Applicant undertakes to request the Honourable Court to make this Agreement an Order of Court if it so pleases the Honourable Court.

12. INDULGENCES:

- 12.1 No indulgence or extensions given by either party shall be construed to be a waiver or novation of such a party's rights and at all times shall be without prejudice to such a party's rights.

13. COSTS OF SUIT

- 13.1 The parties shall be liable for their own legal expenses incurred in the divorce proceedings.

DATED at Swampscott on this 24th day of April 2023 in the presence of the undersigned witnesses:

AS WITNESSES:

1. [Signature]

[Signature]
PLAINTIFF

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[Signature] RH

DVD

2. [Signature]

DATED at Chigwedira on this 2nd day of April 2023 in the presence of the undersigned witnesses:

AS WITNESSES:

1. [Signature]

[Signature]
DEFENDANT

2. [Signature]

BH
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NOTIFICATION OF PAYMENT

Dear: Null

First National Bank Namibia hereby confirms that the following payment instruction has been received:

Date Actioned : 2024/02/27
Time Actioned : 11:34:00
Trace ID : SVXRR8GNB

56

Payer Details

Payment From : FNB CUSTOMER
Curr/Amount : NAD718465.00

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Payee Details

Recipient/Account no : .772578
Name : Dr Weder Kauta Hovek
Bank : FIRST NATIONAL BANK
Branch Code : 282672
Reference : HAN:NAOYJVR

END OF NOTIFICATION

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To authenticate this Payment Notification please visit the First National Bank of Namibia Limited website at fnbnamibia.com.na, select the "Verify Payment" 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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In November 2021 the house was/is paid off with Municipality Of Swakopmund. We only had the house since 2015/2016, so we haven't reach the 10 year period yet but have paid it off.

I am humbly requesting consent to wave the restrictive clause on Erf 4056.

Regards

Mr and Mrs S & R Hsingula

0814616146/0812499335 081 2431435

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

11.1.44

STANDARD RESOLUTION FOR GRATUITY PAYMENT FOR ALL ENDORSED COMMITTEE MEMBERS

(C/M 2024/10/31 - 16/1/4/2/1/2, 16/1/4/2/1/14)

Ordinary Management Committee Meeting of 17 October 2024, Addendum **10.19** page **132** refers.**A. This item was submitted to the Management Committee for consideration:****1. INTRODUCTION**

The purpose of this submission is to seek the Council's approval for a standard resolution regarding gratuity payment for all endorsed committee members when a specific project is undertaken and completed in the particular extensions.

Quoted below, the relevant points of the Council's decision passed on **27 January 2022** under item 11.1.44 for ease of reference which is relevant specifically to the Seaside Committee that will assist with the upcoming enumerations of households in Extensions 24 and 25:

"(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) A desktop study be embarked on based on the aerial maps of Extensions 24, 25, and 38 to estimate the density of the location of informal dwelling structures and to assess the situation.*
- (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.*
- (iii) Following the desktop study, a physical survey on-site be conducted to assess:

 - (a) the location of informal dwelling structures (on erven, open spaces, streets, etc),*
 - (b) number of informal dwelling structures per erf,*
 - (c) the number of persons per informal dwelling structure,*
 - (d) the income level of the informal dwelling structures household, and*
 - (e) whether the household is already listed on the Master Waiting List and additional data be added to the said list.*
 - (f) That tenants be issued with lease contracts once located on their erf."**

2. BACKGROUND

For the ongoing registration and enumeration projects, before the committees were endorsed Council made provision of airtime for the purpose of communication for all committee members while the enumeration exercise was underway and at its meeting of **22 September 2022** passed the following resolution, under item: 11.1.43:

However, not all the endorsed DRC Proper committee members are active and committed to their work.

In general, all the endorsed committees assist with resolving land-related disputes and serve as intermediaries between the Council and the community of the respective areas. The DRC Wagdaar committee assisted with registration that took place from **08 January 2022** until **18 August 2023** in Extensions 40, 41, and 42. In addition, Extension 28 Committee members also assisted with registration that took place from **September 2023** until **January 2024**.

3. **PREVIOUS COUNCIL RESOLUTION**

In the past, the previous Committee members of 2013 - 2015 were appointed as enumerators and each one received a book to record/register occupants. They had to register the entire DRC and Mondesa backyard squatters as per Council resolution resolved on **31 July 2013** under item: 11.1.18:

- “(a) That the General Manager: Community Development Services embarks on a registration exercise of residents residing in temporary structures at the DRC Informal Settlement, Mondesa as well as those renting elsewhere in Swakopmund.*
- “(b) That General Manager: Community Development Services approves the appointment of 21 contract workers and unemployed DRC Planning Committee Members to assist in carrying out the data collection exercise.*
- “(c) That additional funds in the amount of N\$154 311.00 be made available, to carry out the data collection exercise.”*

In the submission of 2013 remuneration for committee members was proposed at N\$ 1 500.00 per person. The full submission is attached as **Annexure “E”** which explains the above resolution.

4. **CURRENT SITUATION**

All endorsed committee members in all extensions have the same function, which is to accompany students during the enumeration process, assist in the translation, and distribution of letters, trace residents who are out of town, and solve land disputes since their endorsement.

On 03 September 2024, the payment of a gratuity to the Seaside committee was tabled to the Council in a separate submission for consideration excluding the rest of the committee members in other extensions.

A standard resolution for gratuity should serve as a guide for all present and future committee members, based on inclusivity as well as transparency in the equitable distribution of the benefits provided by Council, particularly the gratuity part granted to all endorsed committee members.

5. **PROPOSAL**

It is proposed that all endorsed committee members in Ext. 28, 40, 41, 42, 27, 29 and 30 be granted a once-off gratuity payment upon completion of the work in the particular area /Extension/s they serve. It is further proposed that the gratuity benefit only be applicable when the enumeration of residents in the relevant extensions are finalized.

- “(a) That the informal settlers in Extension 37 be offered even to purchase in Extension 31 once the installation of services are finalized.*
- “(b) That affordability calculations be done during the registration of residents of Extension 37.*
- “(c) That informal settlers who cannot be accommodated in Extension 31 or 37 be relocated to Extensions 40/41/42 or portion 182/183 or the Northern Wedge, once the areas are ready for occupation.*
- “(d) That students be appointed to obtain the statistics of the number of people in Extension 37 and identify the unauthorized occupants.*
- “(e) That airtime equivalent to “Super-Aweh” be provided to all committees once a month, while the project is ongoing, and the cost be forfeited from Vote: 150515546500.”*

The endorsement of new committees in various extensions was discussed at the Council meeting of **24 November 2022** under item 11.1.37 whereafter the decision attached as **Annexure "A"** was made.

The resolution was communicated to the respective committees. During a meeting held on **19 March 2024**, between the Seaside Committee and Municipal Officials (Housing Section), the Committee requested payment for the enumeration of occupants in Seaside (Ext 24 and 25). This request is specified in point 3.7 of the minutes attached as **"Annexure B"**.

On **02 August 2024** attached as **"Annexure C"** the Seaside committee informed the Council that Mr Rivanus Goseb and Ms Nadia Bikeur are no longer part of the committee and was approved on.

Ext 14

A submission has been submitted to Council requesting the endorsement of new committee members of Mondesa, Extension 14 (Airport side) committee members, and was resolved on **03 September 2024** under item 11.1.31:

"That Council endorses the newly elected additional four (4) members, shown in the table below, as committee members of Ext 14, Mondesa (previously referred to as portion 184 in Council resolution passed on 24 November 2022 under item 11.1.37):

NAMES	ID NUMBER	CONTACT	ANNEXURE
Jemmie Jeans Hansen	90112000134	0816530383	Annexure "D"
Uapanda Tjiveze	88010102970	0817367076	Annexure "E"
Lusia Kanana	89060500814	0816383321	Annexure "F"
Tobias Elias	74121200438	0813105162	Annexure "G"

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

RECOMMENDED:

(a) That Council takes note that on 27 January 2022 under item 11.1.44 the following was resolved:

(a) **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) ...

(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 Katjiukua**
2. **Lovis Ngesheya**
3. **Rebecca Ndume**
4. **Aron Haufiku**
5. **Junius Niinkoti**
6. **Nghilongwa Perrys Petrus**
7. **Josef Swaartboo**
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 of Finance avails an additional amount of (N\$36 000.00) to remunerate the committee members mentioned in (b) above.
-

ANNEXURE "A"

- (a) That the attached list of various committees for the different extensions in DRC be noted.
- (b) That Council endorses the committees in Extensions: 40, 41, and 42 (Wagdaar) and portions 182 and 183, Housing Groups and Portion 184:

Extension 28 Committee

1. Caroline Kasenda
 2. William Makayi
 3. Mathilda Swartz
- Community Leader Database: DRC Waag-Daar*

1. Hildegardt Vaendapi Katjjuakua
2. Lovis Ngesheya
3. Rebecca Ndume
4. Rikuvera Hindjou
5. Aron Haufiku
6. Junius Niinkoti
7. Martin Fanuel
8. Nghilongwa Perrys Petrus
9. Josef Swaartbooi
10. Frans Stefanus
11. Adolfine Nowotes

- (c) That Council endorses the committees in Extension: 24, 25, 37, and 38 referred to as Seaside:

1. Stanely Thaniseb
2. Bulani Witbooi
3. Annalie Matsuis
4. Fredrik Naobeb
5. Paul Damara Gaseb (Chairman)
6. Josef Hailuuda
7. Ignatius Ulrich Ganuseb
8. Anne-Marie Ganues (Chairlady)
9. Shaanika Wilbard
10. Sara Ngairo
11. Sandra Seibes
12. Kahenikutji Jacobs
13. Rivanus Goseb
14. Immanuel Tjihozu
15. Maleagi Uahupirapi
16. Phillipus Gideon
17. Erika Ndjitaviua
18. Maipu Ortner
19. Landine Kaundje
20. Clugust Nowaseb

- (d) That Council endorses the committees in Extensions: 27, 28, 29, and 30 referred to as the DRC Proper.

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

MINUTES

Of the **Seaside** meeting held on **Tuesday, 19 March 2024, 11h00** in the **Training Room, Main Municipal Office Building.**

PRESENT:

Mr M Haingura	-	GM: Corporate Services & Human Capital
Mr A Plaatjie	-	Manager: Corporate Services
Mr A Katjiondorozi	-	Manager: Health & Waste services
Ms B Ramos Viegas	-	Corporate Officer: Housing
Mr N Ndeikonghola	-	Admin Officer: Human Settlement
Mr C Awaseb	-	Admin Officer: Human Settlement
Ms E Ngaizuvare	-	Admin Clerk: Informal Settlement
Mr R Rukoro	-	Intern
Mr K Gaingob	-	Intern
Mr P Skrywer	-	Intern
Mr P Fredricks	-	Intern

SEASIDE COMMITTEE MEMBERS PRESENT:

Attached list.

APOLOGIES:

Mr C McClune: GM: Engineering and Planning Services

1. OPENING AND WELCOMING

The meeting started at 11h08

The General Manager: Corporate Services & Human Capital welcomed everybody present. The staff and committee members introduced themselves.

2. MATTERS ARISING FROM THE MINUTES

None.

3. DISCUSSION POINTS**3.1 Sale of erven in Ext 31 to Seaside and DRC residents**

The committee stated that the 50% of the balance of the purchase price to pay in 5 months is too short for low-income people. They requested for an increase to 8 months to pay the 50% deposit amount.

The GM: CS & HC stated that if they want extension of time, the beneficiaries need to show commitment and thereafter they can request for an extension, by paying the amount as approved by Council.

M. van der Merwe
22/03/2024

3.2 Recruitment of Seaside committee members and unemployed individuals

The committee asked that Council consider employing them when vacancies become available.

The GM: CS & HC clarified that Council is a public institution and if an individual complies with the requirements for an advertised position, they can apply but will compete with all members of the public. When it comes to temporary employment the required qualifications are not that high, however it is not guaranteed that a person will be successful.

Permanent employment requires certain procedures to be followed. The GM: CS & HC further stated that there are various committee groups, therefore all are encouraged to apply if they meet the requirements when vacancies become available.

3.3 Construction period and temporary structures

The committee stated that they received a letter from Council for the proposed meeting with NHE and they will post the questions there. The GM:CS&HC stated that the proposed meeting is to request NHE to consider the low-income earners for housing to provide a product based on the income which NHE can finance and construct houses.

3.4 Feedback on speedhumps in Ext 37 (Regenstein Street)

Mr McClune GM: E & PS was not present to provide feedback on the speedhumps in Ext 37 (Regenstein Street). The GM:CS & HC stated that communication will be made to the Engineering Department in respect of the speedhumps and thereafter the feedback will be given to the committee. The GM:CS & HC explained that budgeting and funding of the project will have to be outsourced, advertise, and procured.

3.5 Request for Public meeting in DRC Seaside

The GM: CS & HC stated the public meeting for DRC will take place on the 19 May 2024.

3.6 Role of Department: Engineering and Planning Services

The GM: CS & HC stated that Mr McClune is not present due to sudden and equally important commitment with the Botswana delegation.

3.7 Payment of committee members for registration

The committee stated that during 2013 to 2014 committee members received an allowance for doing registration with staff members. They therefore request for payment since they assist with registration, distribution of letters, translation and the community after hours etcetera.

Mr Awaseb explained that the previous committee members physically enumerated residents of the entire DRC and Mondesa backyard squatters. Each committee member was having a book to register residents therefore they were remunerated,

Handwritten: 23/05/2024

then the Manager: CS explained the difference of previous committee members worked with books whereas the current committee does not use books for enumeration.

3.8 Provision of skip containers

The committee stated that the skip containers in DRC are causing flies which poses a health hazard. They asked whether the Health Services Department can spray in the skips to avoid a swarm of flies.

The Manager of Health Services explained that previously they used to disinfect the skip containers. They will make provision for it in the budget and attend to it once a month. They will outsource the task.

3.9 Training programs for the DRC Seaside committee members

The committee stated that the acting GM: CS & HC would have arranged for training programs for the committee members in 2022, however nothing has been done.

The Manager of Corporate Services stated that Housing Section will consult with Ms Rauna Shipunda and Ms Sabina Kathena of the Economic Development Services Department in respect of the training programs to teach basic skills to the committee and other interested individuals.

3.10 Maps for the committee members of Ext 37, 38, 24, 25 and 31

The committee requested maps for Ext 37, 38, 24, 25 and 31 to explain the boundaries to the community when they have meetings.

The Corporate Officer: Housing stated the maps are available and verified with the committee that the size of the maps is satisfactory. Maps were provided to all committee members after the meeting.

3.11 Future of residents in Ext 37

The committee asked what the future of the residents who will remain in Ext 37 is and requested for a list of names to update and submit the outstanding documents. The committee further explained that the list will make it easier to engage with the community about their status on the list.

Mr Skrywer emphasized that the committee should sensitise the community to hand in their documents to them if they cannot come to the office. The committee should notify the staff to pick up the documents.

The GM:CS & HC stated that the list will be provided.

3.12 Progress of Northern Wedge

The GM:CS & HC stated that Mr McClune GM: E & PS is not around to explain on the progress of Northern Wedge and once the information is received it will be communicated to them.

Mr Skrywer 23/10/2024

3.13 Married couples – Housing issues

The Committee gave a scenario that if a person was married before and acquired a house in the previous marriage and remarries with a spouse who has never owned a property/house. Why are they excluded from buying a low-cost house?

The Manager Corporate Services explained that they will not be able to benefit from subsidized housing as subsidized housing is meant for those that never benefited before. He further stated that being married in community of property means that the couple form as one and Council cannot continue to subsidize the same person who has already benefited. That's an abuse of system.

Question

The Committee asked what happens if there is an antenuptial contract in the marriage?

The Manager Corporate Services asked the Committee what happens if they divorce? If the spouse was contributing to the property and they would want some benefit when they divorce.

The GM: CS & HC emphasized that married couples who owned property previously can still purchase a house privately but should not get numerous chances under subsidized programs or local authorities housing projects before other people who never benefited at all.

Additional matters

The Committee stated that there are fights in Ext 24 and 25 for space and are requesting that the structure be marked to lessen the fights.

The Manager Corporate Services stated that internal meetings were held around the enumeration process in Ext 24 and 25. We are planning to recruit 50 students to commence with the enumeration process and finalise in one month.

The Committee suggested that the enumeration will be done numerically (using a unique colour that is not common), to keep record of how many people are in the extension.

The Corporate Officer: Housing suggested that the Committee submit the names of those who own property and provide the Erf number.

The GM: CS& HC stated that they can do it anonymously.

The meeting adjourned at 12h23

M. Haingura
Mpsai Haingura
General Manager: Corporate Services & Human Capital
 /enn /rr



ANNEXURE "C"

P.O Box 53
SWK
Namibia
02 Aug 2024

Dear Sir / Madam

Aivanus Goseb and Nadia Bibeur are no longer part of the WBC Sea Side Committee members and will not be replaced by anyone for the time being.

Enquiries kindly contact

Bulani Witbooi - 0813840589 - Sea Side Committee Member
Paul Namara Goseb - 0816039850 - Sea Side Committee Member
Witbooi



22 April 2024

Concerns and Requests Basic wages

We the committee members appreciate the opportunity given to us by the municipality, however we have a few concerns and requests.

- 1 We would like to be given a basic wage or an opportunity that will enable us to get a basic wage given the time and ~~to~~ ^{effort} we put in municipality work.
- 2 If we would like the same compensation as other committee members worked for municipality in the year 2013.
- 3 We also like that we are providing your students to have a clear understanding and knowledge of DRC in order for the municipality to dismiss us from the being committee members.
- 4 Again we would like a meeting with the management or councilors to discuss our concerns about our salaries.

Thank you for taking the time to read our letter we look forward to a positive response.

Yours sincerely
 EBT Super Committee members

M/C ADDENDUM NO:
(18 July 2013)

**REGISTRATION OF RESIDENTS OF THE DRC INFORMAL SETTLEMENT,
MONDESA BACKYARD TENANTS AND OTHERS (H 5)**

1. PURPOSE

Good planning is based on reliable, up to date and accurate information on the state of the community. The registration of residents living in informal structure in Mondesa, the DRC as well as those renting elsewhere in Swakopmund has been identified as part of the process preceding the actual upgrading / development of the DRC Informal Settlement. The purpose of the exercise is to gather all relevant data that will make it possible for Council to plan better in terms of access to land for housing and municipal services.

The data to be acquired will therefore present a full and reliable picture of the population which will form the basis for setting local plans and priorities in this regard, according to the needs and affordability of the population. Through this exercise Council will also make sure that all eligible residents have been accounted for.

2. TARGET GROUP

The envisaged registration exercise is intended to collect the relevant data from residents living in informal structure within Mondesa and the DRC Informal Settlement as well as those renting elsewhere in Swakopmund. The constitute the bulk of residents facing challenges regarding lack of access to land for housing and municipal services.

3. KEY ISSUES TO BE ADDRESSED

The information to be collected includes data on:

- i. **Personal details:** Name, Surname, ID No, date of birth, gender, marital status, particulars of spouse, postal address, residential address and contact details.
- ii. **Socio economic characteristics:** Employment status, Income, Source of Income.

4. INSTRUMENTS TO BE USED

Correct equipment/instruments need to be made available at all times in order for the project to achieve its goals and objectives. Instruments to be used when conducting the data collection will therefore include:

- i. Registration form in triplicate with imprinted serial number (copy attached)

- ii. Aerial photos (DRC & Mondesa) in order to link enumerated persons to specific sites and mark shacks according to serial numbers on registration form
- iii. Identity cards, uniforms and stationery
- iv. Transport for the supervisors

5. HUMAN AND FINANCIAL RESOURCES

In order for this project to be successful, Council needs to properly plan for human resources which is crucial to any project. This aspect should therefore clearly define things such as roles and responsibilities, organizational charts, time when each resource will be needed and any specialized training requirements.

(a) Human Resources will include

Staff Complement:

We have allocated 15 minutes per questionnaire which will result in 4 questionnaires being completed in an hour; this in turn will translate into 32 questionnaires being completed in a day by one person (4 questionnaires x 8 hours = 32). According to the 2010 counts of "shacks" there were 6 000 "shacks" in Mondesa while a total of 2000 "shacks" was counted in the DRC Informal Settlement, this figure has however increased in the meantime to an approximate total of 6 000 "shacks".

Based on the above figures of total "shacks" in the DRC and Mondesa the following calculations were made: 12 000 "shacks" (DRC & Mondesa) X 3 (the average number of eligible residents in a "shack") = 36 000 (total number of people to be counted).

To determine as to how many enumerators will be required to count 36 000 people in one month (31 days) on the basis of 32 forms per person per day, the following formula was used: 36 000 / 32 (forms per day per person) / 31 (days in one month) = 36 enumerators.

- i. 2 x Municipal officials as supervisors
- ii. 36 x enumerators (Mondesa and DRC Informal Settlement)
- iii. 4 x enumerators for those renting to be based at strategic points
- iv. 15 x DRC Planning Committee members
- v. 1 x Data typist

Requirements:

- i. Enumerators is Grade 12
- ii. Data typist is Grade 12 with knowledge of computer literate as special requirement.
- iii. Recruitment via advertisement

- iv. Training of recruits on the registration form, interview techniques, Handling conflict, courtesy and confidentiality.
- v. Contracts for workers with specific terms and conditions for one month

(b) Financial Requirements

Another important aspect to the success of this project is the availability of financial resources. As such, Council needs to allocate sufficient resources to effectively carry out this exercise. The anticipated budget will therefore cover the followings:

- i. Stationery
- ii. Fuel
- iii. Remuneration as follows:
 - o A3 for enumerators = N\$5,891.00 x 40 = N\$235 640.00
 - o B1 for Data typist = N\$8,000.00 x 1= N\$8,000.00
 - o An allowance of N\$1,500.00 x 15 = N\$22,500.00
 - o Total Estimated Cost = N\$266 140.00

6. METHOD OF DATA COLLECTION

- i. Interviews for those living in shacks in Mondesa and DRC Informal Settlement - enumerator to visit each shack.
- ii. Interview for those renting - residents to visit the office in order to register

7. PUBLICITY

The success of this project depends on the publicity it receives. Therefore Council has to disseminated information through various media to attract sufficient public response. Tools to be used will include:

- i. Radio
- ii. Newspapers
- iii. Public and Committee Meetings
- iv. Posters and Notices

8. TIMELINE

A time frame to carry out this project is necessary to ensure its timely conclusion. In this regard a list of all activities required to complete this assignment and a duration that each activity is envisaged to take is outlined hereunder:

- | | | |
|--|---|---------|
| i. Publicity and advertisements | - | 2 weeks |
| ii. Advertisement and Recruitment of field workers | - | 1 week |
| iii. Training of field staff and supervisors | - | 2 days |
| iv. Implementation | - | 1month |

9. CHALLENGES

In order for this project to be successful Council needs support and buy in of each and every member of the community. Therefore Council needs to interact with all residents including the DRC Informal Settlement concerned group in order to reach consensus and to speed up the process. Other challenges which will face Council is the residents who might be out of town during the period of registration and thus might lose out. As such, Council may consider to register people for an extended period of time.

It is therefore:

RECOMMENDED:

- (a) That Council embarks on a registration exercise of residents residing in temporary structures at the DRC Informal Settlement, Mondesa as well as those renting elsewhere in Swakopmund.
- (b) That Council approves the appointment of 41 contract workers to assist in carrying out the data collection exercise.
- (c) That the 15 DRC Planning Committee members be compensated with N\$1,500.00 per person for their services during the period.
- (d) GM: Finance be requested to avail amount of N\$266 140.00 be in order to carry out the data collection exercise.
- (e) That Council discusses the challenges identified i.e. interaction with members of the concerned group and registering people for an extended period of time, in order to find an amicable solution to it.

'FOR CONSIDERATION'

Housing officer

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

11.1.45 **REQUEST TO INSTALL AND REMOVE A BILLBOARD**
(C/M 2024/10/31 - E 3723)

Ordinary Management Committee Meeting of 17 October 2024, Addendum **10.20** page **149** refers.

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

1. Introduction

The purpose of the submission is to bring before the Council the billboard Application that has been made by the Masonic Management Committee.

Attachments:

Annexure "A"	:	Motivational Letter Masonic Management Committee
Annexure "B"	:	Erf Diagram/ Locality Map
Annexure "C"	:	Billboard design details
Annexure "D"	:	Illustration of the Billboard Advertisements
Annexure "E"	:	Areal Site layout

2. Background

The Masonic Management Committee is the owner of Erf 3723. This Erf is located in Extension 3, "Kramersdorp" along Dr. Sam Nujoma Avenue (B1) with access from Dr. Alfons Weber Street. The Erf is Zoned as "Special". See Annexure C for the locality diagram.

Approved Building Permits were issued on 17 March 1988 to the property for the construction of the facilities. The structure has only been renovated since.

3. Discussion

To finance the upkeep and maintenance of the property, the Masonic management committee approached the Engineering & Planning Services department with an advertisement proposal. The proposal includes placing a billboard on its premises facing the Train Bridge on the B1, Dr Sam Nujoma Avenue. The billboard will serve as a means of communication for the Masonic Management Committee and provide an opportunity for local businesses to advertise their service products. Attached is the motivational letter from the Masonic Management Committee in "**Annexure A**" that provides more insight into the request.

At present, the Advertising Policy does not restrict Billboard advertising on "Special" zoned erven.

Attached in "**Annexure B**" is an illustration of what such a billboard advertisement will look like with potential sponsors. The sponsors illustrated are not sponsors as of yet and is only for presentation purposes.

The location of the Erf is ideal for displaying such advertisements. The Erf however located in a residential area. As the sign will be illuminated by floodlights as per the example, it will cause a disturbance in the neighborhood. The surrounding erven are near the train bridge at the entrance of Swakopmund from Arandis with a large open space on the northern side of the erven. The Billboard will face north away from the

neighbouring houses but will likely still be a nuisance due to the size of the billboard applied for.

This billboard, in the event of approval to have such on any Erf, will be treated as a structure and the same conditions will apply to this addition to the property as any other extension.

In the past, multiple Billboards have been erected in Swakopmund with the same negative final result. As a result of the coastal conditions, the signs deteriorate fast and have on many occasions been abandoned leaving the Council to resolve the issue.

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

RECOMMENDED:

- (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.**
-



PO Box 1259, Swakopmund Namibia

Welwitschia Lodge No: 8768 EC Swakopmund, Namibia

Attention: Mr. André Louw
Municipality of Swakopmund
Swakopmund
Namibia

Dear Mr Louw

RE: NOTIFICATION TO INSTALL A BILLBOARD.

I hope this letter finds you well. Your telephone conversation with Dr. HC Strauss on 2024-04-18 refers.

I am writing to formally request approval from the Municipality of Swakopmund for the installation of a billboard on the premises of the Masonic Management Committee, situated facing the Train Bridge leading to the town entrance. The Masonic Management Committee, acting on behalf of the Welwitschia Lodge and Loge Zur Hoffnung, both integral parts of our community, seeks to enhance our premises while contributing positively to the local landscape.

Our proposal includes the placement of a billboard strategically positioned to attract attention from passersby, particularly those utilizing the train bridge. This billboard will not only serve as a means of communication for the Masonic Management Committee but will also provide an opportunity for local businesses to advertise their services or products. These advertisements will be carefully curated and rented out to interested parties, generating revenue crucial for the upkeep and maintenance of our premises.

Additionally, we seek permission to utilize the boundary wall facing the bridge and road for advertisements. This space presents a valuable opportunity for businesses to showcase their offerings to a diverse audience, further contributing to the economic vibrancy of our community. Similar to walls around institutions such as the Lions Old Age Home, we intend to utilize this space responsibly and effectively for the benefit of our community.

We assure you that all installations will adhere to municipal regulations and standards, with utmost consideration for aesthetics and safety.

Furthermore, we are open to discussing any concerns or suggestions the Engineering Department may have regarding this proposal. We believe that this collaboration will not only benefit the Masonic Management Committee but also contribute positively to the visual landscape of our town.

Thank you for considering our request. We eagerly await your response and look forward to the opportunity to contribute to the enhancement of our community and continue with our philanthropic endeavours.

Should you require any additional information or clarification, please do not hesitate to contact me as mentioned below.

Below is a picture of the proposed location, google image and size:

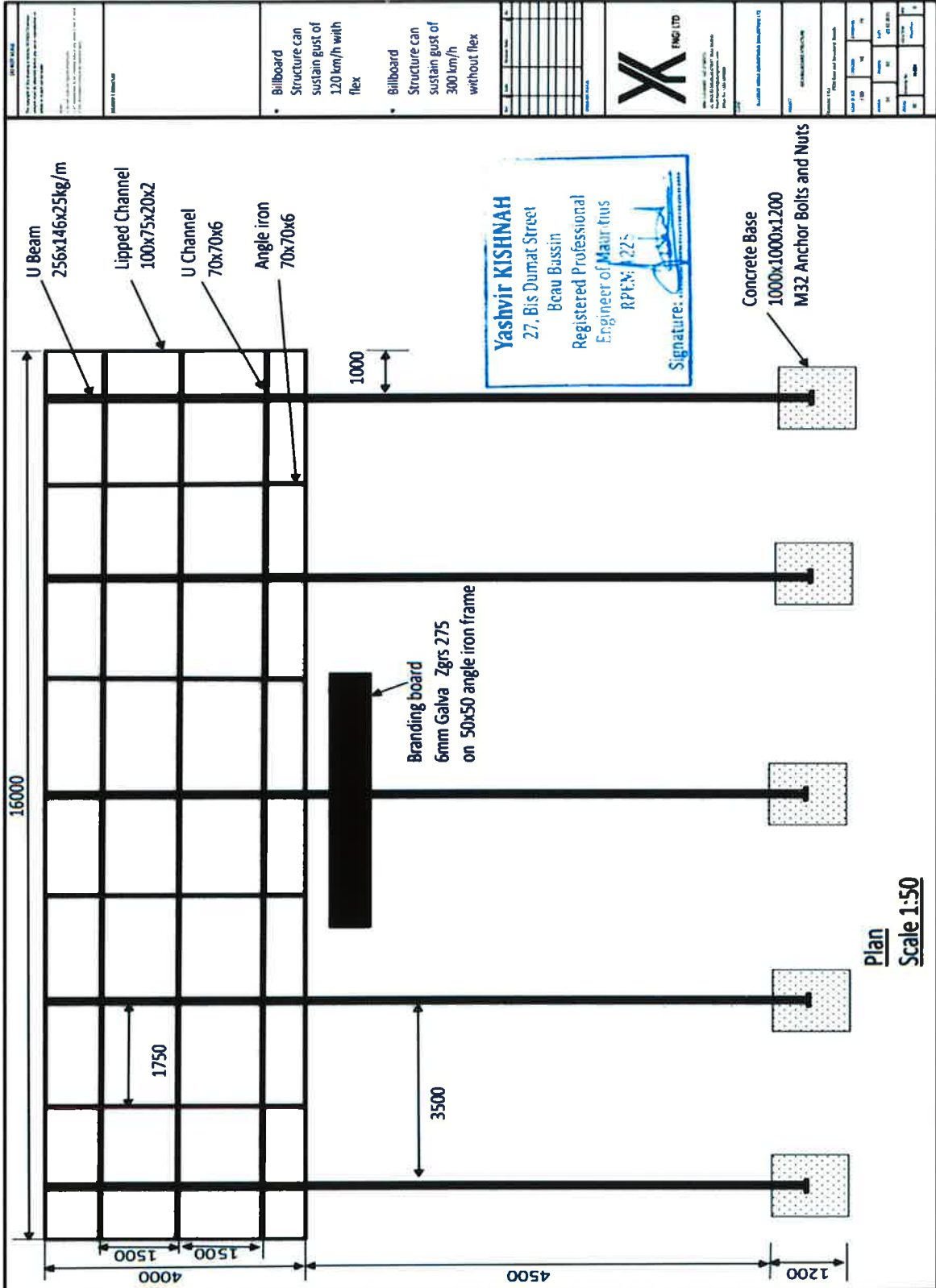
Yours sincerely,

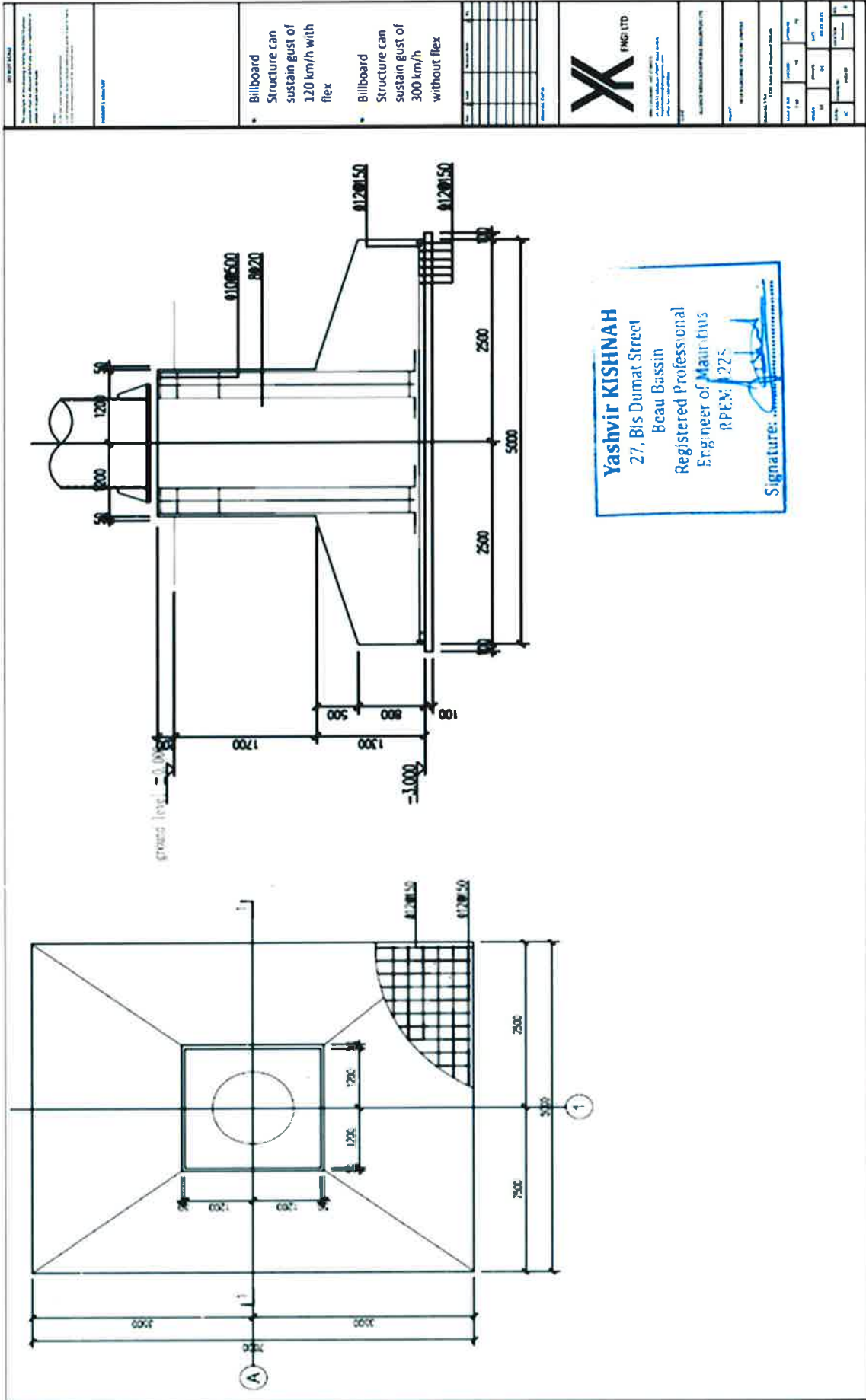
Walynn Mills 0816200980

Master of Welwitschia Lodge

millswalynn@wcwtyre.com

ANNEXURE C







ANNEXURE E



11.1.46 **BENCHMARK VISIT TO THE ROOTS AGRICULTURE PROJECT**
(C/M 2024/10/31 - 17/5/3)

Ordinary Management Committee Meeting of 17 October 2024, Addendum **10.21** page **158** refers.

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

This submission is a formal request for the Council to grant the Chairperson of the Management Committee, Chief Executive Officer, General Manager of Planning and Engineering Services, and Mr Robeam Ujaha (EHP) to visit the ROOTs project in Stampriet as from **21 - 25 October 2024**.

1. Introduction

The Roots Agriculture Project, located in Stampriet, offers community-based living with a sustainable future. This agricultural village is based on a unique model that combines intensive farming of livestock and permanent crops with an agricultural college for education in food security, a retirement village, and various business opportunities. The Roots project is based on the new concept of agricultural towns that first create a mini economy in the agricultural town and then grow exponentially until it exports products onto the international market. The greater vision is to roll out this model and to establish an agricultural town in each one of the 14 regions of Namibia. These towns will empower the youth who want to partake in the formal agricultural sector by becoming an entrepreneur who creates jobs.

The ROOTs Agriculture Project in Stampriet represents a unique opportunity for the Council to understand sustainable agriculture practices and innovative agricultural techniques that could be beneficial for our municipality.

Below are some of the key reasons for choosing the ROOTs Agriculture Project for this visit:

- (a) *Sustainable agriculture practices*
- (b) *Advanced agricultural technology*
- (c) *Community development and food security*
- (d) *Potential for knowledge transfer and future collaboration*
- (e) *Aligning sustainable agriculture practices with Municipal goals*
- (f) *Economic development and local agribusiness growth*

2. Background

At a Council meeting held on **23 February 2023**, it was resolved under item 11.1.23:

- (a) *That the Remainder of Portion of Portion B of the Swakopmund Town and Townlands Number 41, around the New Sewerage Treatment Plant, be demarcated into Demarcated Area 1 measuring 224.5500 Ha in extent, consisting of 90 allotments, mainly for agricultural purposes, as per demarcation Plan Number: DEM/AREA1/TT.*
- (b) *That Council avails N\$3 800 000.00 to be used for the upgrading of the existing water supply pipeline, demarcation of the first 20 allotment plots, installation of water and purified effluent network to the first 20 allotment plots, and the construction of the sanitation center.*

- (c) That the General Manager: of Engineering and Planning Services make the necessary budgetary provisions for the extension of the water network, the extension of the purified effluent network, and the demarcation of the remaining allotment plots in the Demarcated Area 1 as and when the need arises.
- (d) That the Acting General Manager: Corporate Services and Human Capital determine a suitable lease tariff and lease agreement to be applied to the lease of the allotment plots in Demarcated Area 1.
- (e) That Council approves the allocation of allotment plots to the applicants who have submitted applications for an allotment plot.
- (f) That permission be granted to the Acting General Manager: Corporate Services and Human Capital to advertise and allocate the allotment plots to the applicants who meet the established criteria.
- (g) That the General Manager: Health Services and Solid Waste Management develop criteria for the application to lease the allotment plots in Demarcated Area 1 and for the usage of the purified effluent water for agriculture purposes.

The Swakopmund Municipality has several urban agriculture initiatives aimed at enhancing food security and empowering local communities. These initiatives not only help address food shortages but also create employment opportunities, support nutrition, and foster a sense of self-sufficiency among Swakopmund's residents. Additionally, the Swakopmund Municipality has allocated land for agricultural use, including plots at an old sewage plant, a new sewage plant, and an extension of Swakop River plots. The municipality has plans to expand the urban agriculture initiatives/program further by developing and implementing interventions (Urban Agriculture Policy) that will enhance the success of urban agriculture in our community.

The benchmarking against successful programs such as the Roots Project offers the Council some key valuable benefits:

- Learning from best practices
- Enhancing community engagement and impact
- Evaluating economic and social impact
- Expanding partnership opportunities

2.1 Benchmark Program

ACTIVITIES	DATE
Travel to Mariental	Monday: 21 October 2024
Roots briefing background Visit - Poultry Project - Greenhouses /Permanent Crops/Trees	Tuesday: 22 October 2024 Stampriet / Roots
Visit- Roots College - Intensive Sheep Farm - Piggery Facility	Wednesday: 23 October 2024 Stampriet / Roots
Directorate of Agricultural Extension and Engineering Services (DAPEES) office. Visit - Urban Agriculture Project in Mariental	Thursday: 24 October 2024 Mariental
Travel back to Swakopmund.	Friday: 25 October 2024

2.2 Subsistence and travelling allowances expenditure

That subsistence and traveling allowances be payable to the official, in line with the Policy on Travelling, Accommodation & Subsistence, which will be as follows:

Officials	Lunch Tariff	Total nights	Daily Allowance (@N\$ 1000)	Accommodation (@ N\$ 1000)	Total
<i>Cllr B Goraseb</i>	N\$400	4	N\$4 000	N\$4 000	N\$8 400
<i>Mr A Benjamin</i>	N\$400	4	N\$4 000	N\$4 000	N\$8 400
<i>Mr C McClune</i>	N\$400	4	N\$4 000	N\$4 000	N\$8 400
<i>Mr R Ujaha</i>	N\$400	4	N\$4 000	N\$4 000	N\$8 400
Total					N\$33 600

Visiting the ROOTs Agriculture Project for 3 days allows us to gain valuable insights into sustainable and innovative agriculture that can help inform our local initiatives. This experience will ultimately contribute to our ongoing commitment to promoting sustainable agricultural practices, improving food security, and advancing our community's economic development. These reasons make the ROOTs Agriculture Project an ideal site for a study visit that aligns with Council Strategic Plan 2022-2026 and provides substantial potential social-economic opportunities to enhance growth and development.

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

RECOMMENDED:

- (a) **That the Council endorse the benchmark visit to the Roots Agriculture Project in Stampriet and Urban Agriculture Project in Mariental from 21 -25 October 2024.**
- (b) **That, the 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 of 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 (@N\$ 1000)	ACCOMMODATION (@ N\$ 1000)	TOTAL
<i>Cllr B. Goraseb</i>	N\$ 400.00	4	N\$4 000.00	N\$4 000.00	N\$ 8400.00
<i>Mr A. Benjamin</i>	N\$ 400.00	4	N\$4 000.00	N\$4 000.00	N\$ 8400.00
<i>Mr C. McClune</i>	N\$ 400.00	4	N\$4 000.00	N\$4 000.00	N\$ 8400.00
<i>Mr R.Ujaha</i>	N\$ 400.00	4	N\$4 000.00	N\$4 000.00	N\$ 8400.00
TOTAL					N\$ 33 600.00



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

Ref: 17/5/3

Enquiries: **Robeam Ujaha**
rujaha@swkmun.com.na

12 September 2024

Roots Agriculture Project
Stampriet 817
MARIENTAL
22001

Dear Mr Shaun Esterhuizen

BENCHMARKING VISIT TO THE ROOTS PROJECT: 22 - 23 OCTOBER 2024

The above subject matter refers.

The Council's Strategic Plan for 2022-2026 prioritizes Urban Agriculture as a key strategic pillar, aiming to enhance food security, create employment opportunities, and foster an inclusive urban environment. In line with this, we would like to express our interest in visiting the Roots Agriculture Project in Stampriet, Hardap Region. The primary objective of this visit is to explore this innovative approach to agricultural development and understand its impact on the local community and economy.

In our effort to achieve Council's Strategic Plan for 2022-2026, we kindly request your esteemed office to accommodate a team of three (3) officials and one (1) Councillor to do benchmarking at your Roots Agriculture Project from 22 to 23 October 2024. Attached is a tentative programme for your review and input, if necessary.

The team will be made up of:

Mr Alfeus Benjamin	CEO Swakopmund Municipality
Mr Blasius Goraseb	Chairperson of the Management Committee
Mr Clarence McClune	General Manager: Engineering & Planning Services
Mr Robeam Ujaha	Urban Agriculture Coordinator



Kindly confirm if the above will be order by 04 October 2024 to enable our office to make the necessary arrangements. For further enquiries, kindly contact Mr Robeam Ujaha at rujaha@swkmmun.com.na or on mobile +264 81 143 8767.

We appreciate your consideration and look forward to your soonest favourable response in this regard.

Yours sincerely,



L Mutenda
GENERAL MANAGER: HEALTH SERVICES & SOLID WASTE MANAGEMENT



**TENTATIVE PROGRAMME
BENCHMARKING VISIT TO THE ROOTS AGRICULTURE PROJECT STAMPRIET
21 - 24 OCTOBER 2024**

DATE	TIME	DESCRIPTION
Monday: 21 October 2024	09h00 - 19h00	Travel to Mariental
Tuesday: 22 October 2024 Stampriet / Roots	08h00-09h00	Arrive at the farm (Roots) Brief Background Visit - Poultry Project - Greenhouses - Permanent Crops/Trees
Wednesday: 23 October 2024 Stampriet / Roots	09h00	Visit- Roots College - Intensive Sheep Farm - Piggery Facility - Vineyard
Thursday: 24 October 2024	09h00 - 19h00	Travel back to Swakopmund



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

11.1.47 **PRESENTATION BY STRATEX CONSULTING**

(C/M 2024/10/31 - 4/1)

Ordinary Management Committee Meeting of 17 October 2024, Addendum **10.22** page **168** refers.

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

Strategy execution management is the process of ensuring that an organization's initiatives are aligned with its strategy.

Dr A Olivier of Stratex Consulting was invited to make a virtual presentation to the Management Committee at its meeting on **17 October 2024**.

The presentation will address the 9 vital strategy execution elements.

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

- (a) That the 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 the 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 2024/10/31 - 16/2/1/11/3)

Ordinary Management Committee Meeting of 17 October 2024, Addendum **10.23** page **169** refers.

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

1. PURPOSE

The purpose of this submission is to request for funding of project *Extension of Water Network at Small Holdings*. This project was initially approved in the financial year 2023/2024 under *Water Network Swakopmund Smallholdings Vote 60 00 3 10 275 00*.

2. BACKGROUND

Initially, the Extension of the Water Network at Smallholdings was part of the Construction of Reservoir at Small Holdings project but due to the high costs received during the numerous bidding processes it was decided to split the water network from the reservoir construction.

However, upon review of the new budget for the financial year 2024/2025, it was discovered that the continuation of this project was omitted. This has created an urgent need to secure funding for the project to continue as planned.

3. RATIONALE FOR FUND REINSTATEMENT

As stated above, the procurement process was successful, and a bidder has been awarded thus a commitment has already been made to the successful contractor.

(b) That the following bidder who offered the most economically beneficial price be informed of selection for award:

Bidder	Unity One Investment cc
Postal Address:	P.O. Box 377, Arandis
Proc Ref no:	W/ONB/SM-005/2024
Proc Title:	Extension of Existing Water Network for Swakopmund Smallholdings
Amount: (VAT Incl.)	1 471 097.60
VAT no:	10773481-015
Registration no:	CC/2019/09004
Delivery time:	4 months
Contract period:	4 months

(c) That the total cost be defrayed from the following vote:

VOTE NUMBER DESCRIPTION	Amount
CAPITAL EXPENDITURE - 60-00-3-10-275-00	N\$ 2 800 000.00

(d) Succession in the event that the first bidder does not accept the offer as follows:

None

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

RECOMMENDED:

- (a) That the 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 of 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 2024/10/31 - 16/2/1/11/3)

Special Management Committee Meeting of 24 October 2024, Addendum **10.24** page **00** refers.

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

1. INTRODUCTION

This item is submitted for Management's consideration and approval for a Strategic Comprehensive Partnership (Annexure "A") between the Development Bank of Namibia and the Municipality of Swakopmund.

2. BACKGROUND

The Development Bank of Namibia (DBN) is a state-owned bank established in 2004 with the main objective to promote socio-economic and financial development to the various sectors within the economy which support the development and welfare of the Namibian citizens. The DBN considers the supply of affordable homes and serviced land to be essential to Namibia's socio - economic development.

The DBN has invested N\$19.4 billion thus far, through the provision of funding solutions for housing and land delivery, infrastructure and utilities, local authorities, public private partnership opportunities, tourism and hospitality, as well as towards sustainable projects such as Smart Cities. In addition to this, the bank also provides support to SMEs and local entrepreneurs through capacity building in skill-based financial for the youth to address unemployment amongst the youth and a possibility for youth entrepreneurs to create employment.

3. CONCLUSION

The DBN seeks for a strategic partnership with the Municipality of Swakopmund to enhance the promotion of socio-economic development in Swakopmund through their various funding solutions.

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

RECOMMENDED:

- (a) That the 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).**
-

STRATEGIC COMPREHENSIVE PARTNERSHIP AGREEMENT (SCPA)

entered into between

DEVELOPMENT BANK OF NAMIBIA LIMITED

(a corporate body established in terms of the Development Bank of Namibia Act, 2002 - Act
No. 8 of 2002)

Registration number 2003/189
(hereinafter referred as "DBN")

AND

THE COUNCIL FOR THE MUNICIPALITY OF SWAKOPMUND

represented by

Alfeus Benjamin as Chief Executive Officer or
Clarence Claude McClune or **Hellao !Naruseb** or **Vilho Kaulinge** or **Mpasi Haingura** or
Lydia Nengu Mutenda in their respective capacities as Acting Chief Executive Officer)

and

Blasius Reinhardus Goraseb in his capacity as Chairperson of the Management
Committee; or **Wilfried Groenewald** in his capacity as Alternate Chairperson of the
Management Committee
(duly authorized thereto in terms of Section 31(A)(a) of the Local Authorities Act, Act 23 of
1992)

Registered address: Corner of Rakotoka and Daniel Kamho Street,
PO Box 53, Swakopmund, Namibia
Telephone Number 064 410 4111
(hereinafter referred as "COUNCIL")

(hereinafter both referred to as "the Parties")

INTRODUCTION

DBN is a public company established to contribute to economic growth and social development in Namibia, and to promote the welfare of Namibians in a sustainable manner, by means of:

- 1.1.1 mobilisation of financial and other resources from the private and public sectors nationally and internationally;
- 1.1.2 appraising, planning and monitoring the implementation of development schemes, export projects and economic programmes of national importance;
- 1.1.3 facilitating the participation of the private sector and community in development schemes, export projects and economic programmes of national importance;
- 1.1.4 assisting in the development of money and capital markets; and
- 1.1.5 co-operating with, and assisting, other development financial institutions in order to achieve an integrated finance system in Namibia for economic growth and sustainable development.

Council is mandated to *inter alia* provide and maintain safe, sufficient and affordable services for residents and visitors and promote future development to the benefit of the community.

The Parties wish to set out the terms and conditions on which they will cooperate and work together.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**PURPOSE OF THIS AGREEMENT**

The purpose of this Strategic Comprehensive Partnership Agreement (SCPA) is to establish a non-exclusive collaborative framework between the Development Bank of Namibia (DBN) and the COUNCIL.

This SCPA is aimed at where applicable, identifying, developing, and implementing projects that contribute to the sustainable socio-economic development of Swakopmund.

Key focus areas include infrastructure development, public-private partnerships (PPPs), tourism, smart city initiatives, and the promotion of local entrepreneurship and support for small and medium-sized enterprises (SMEs)

THE PARTIES

3.1 **The COUNCIL**, a local authority declared as such in accordance with Section 3 of the Local Authorities Act, 23 of 1992.

3.2 **The Development Bank of Namibia**, is a public company established in terms of the Development Bank of Namibia Act, No. 8 of 2002 and incorporated under the applicable company laws of the Republic of Namibia, ("DBN").

DURATION

4.1 This SCPA will become effective upon the signature by the authorized officials of the respective Parties and will remain in effect for 5 (five) years from the date of its signature, unless it is terminated by either Party as provided herein.

4.2 Notwithstanding the provision of clause 4.1, either Party may terminate this SCPA upon not less than one month's prior written notice to the other Party (unless earlier termination is required by law). The termination of this SCPA shall not result in the termination of other agreements concluded between the Parties.

OBJECTIVES

The SCPA serves as a strategic alignment of resources, expertise, and shared objectives to enhance the town's infrastructure, foster economic growth, and improve the quality of life for its residents, while also exploring new opportunities for public and private sector investments. Through this partnership, both parties seek to achieve long-term positive impacts and build a strong foundation for Swakopmund's future development.

ROLES AND RESPONSIBILITIES OF THE PARTIES

Aligned to the purpose of this SCPA, DBN will:

Provide financial expertise, funding mechanisms, and advisory services to support the execution of the agreed-upon projects and initiatives.

Avail its human resources for capacity building activities in accordance with the specified needs.

Assist Swakopmund Municipality in identifying additional sources of funding and investment opportunities for developmental projects.

Aligned to the purpose of this SCPA, the COUNCIL will:

Facilitate access to information, logistical support, and other resources necessary for the successful implementation of the partnership's objectives.

The Municipality will also play an active role in coordinating with local stakeholders and ensuring that the projects align with the town's strategic goals.

EXCHANGE OF INFORMATION AND CONFIDENTIALITY RESTRICTIONS

- 7.1 The Parties may exchange information in order to benefit from each other's experiences and expertise. Such exchanges of information may take place in meetings, correspondence, seminars, conferences, business-forums and other events arranged by either Party and, in any case, will be subject to relevant regulatory frameworks, internal approval and all applicable laws regarding banking secrecy and protection of information regulations.
- 7.2 Unless otherwise agreed and required to be disclosed by law, regulation, governmental order or court decision, all information received by each Party under this SCPA shall be treated as secret and confidential by said recipient Party and may not be disclosed, without the prior written consent of the disclosing Party to any third parties.
- 7.3 The Parties will only use any confidential Information for the sole purpose of complying with its obligations under this SCPA.

NON-BINDING

- 8.1 In order to avoid any doubts about rights or obligations related to this SCPA, it is recognized by the Parties that this SCPA is a statement of good faith intent and mutual understanding of the Parties.
- 8.2 With the exception of clause 7 (confidentiality), this SCPA does not create any binding legal obligations, financial or otherwise, or rights between the Parties or their officers or employees as well as between non-parties, nor does it modify or supersede any laws, regulations or regulatory requirements in force applicable to the Parties.
- 8.3 The SCPA does not bind the Parties to enter into any agreements or projects, nor gives any preferential right for any agreement, project or transaction each Party intends to enter.
- 8.4 Nothing contained herein shall confer any legal rights or obligations on third parties nor affect any arrangement under other memorandum of understanding, agreements or treaties, whether concluded between the Parties or between a Party and a third party.

- 8.5 The terms and conditions of any co-financing or co-investment to be provided by any of the Parties regarding projects of common interest will be discussed by the Parties separately from this SCPA, and individual agreements concluded for each project.
- 8.6 These and any other activities agreed to between the Parties shall be subject to the respective internal objectives, credit approval, functions, policies and procedures of the Parties and law and regulation.

LEGAL COSTS

Except as otherwise agreed in writing, each Party shall be responsible for its own costs and expenses in connection with undertaking any action contemplated by this SCPA, including but not limited to salary, travel and lodging and other costs of such Party's employees.

DOMICILIUM CITANDI ET EXECUTANDI

The COUNCIL chooses its *domicilia citandi et executandi* for all notices and processes to be given or served in pursuance hereof at the addresses provided on the first page of this Agreement.

P O Box 53
C/O Rakotoka and Daniel Kamho Ave
Swakopmund

The DBN chooses its *domicilia citandi et executandi* for all notices and processes to be given, or served in pursuance hereof at the following address:

PO Box 235, Windhoek, Namibia
12 Daniel Munamava Street,
Windhoek, Namibia

Either of the Parties will be entitled to change its *domicilium* from time to time, provided that any new *domicilium* selected by either of them will be a physical address and will be situated in Namibia and any change will only be effective upon receipt by the other party of notice in writing of the such change.

In writing

Any communication in connection with this Agreement must be in writing and, unless otherwise stated, may be given:

*in person, by post or fax; or
to the extent agreed by the Parties making and receiving the communication, by e-mail or other electronic communication.*

For the purpose of this Agreement, electronic communication will be treated as being in writing, save as otherwise provided for in this Agreement.

Unless it is agreed to the contrary and subject to the provisions of this Agreement providing otherwise, any consent or agreement required under this Agreement must be given in writing.

Effectiveness

Except as provided below, any communication in connection with this Agreement will be deemed to be given as follows:

*if delivered in person, at the time of delivery;
if posted, five Business Days after being deposited in the post, postage prepaid, in a correctly addressed envelope;
if by fax, when received in legible form; and
if by e-mail or any other electronic communication, when received in legible form.*

A communication given under clause 0 above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

A communication to either party will only be effective on actual receipt by it.

DESIGNATED REPRESENTATIVES

To initiate the implementation of this SCPA, the Parties shall, 30 days after the signature of this SCPA, hold topic-specific meetings to map out an implementation plan for the SCPA.

In order to facilitate effective smooth functioning of their relationship, each Party shall designate a focal point who will be responsible for overseeing and coordinating the execution of specific activities foreseen in this SCPA.

The focal points shall exchange and/or meet as may be necessary to ensure that cooperation under this SCPA is efficient and effective.

A Joint Steering Committee will be established, comprising of 3 members representing each Party;

The Joint Steering Committee will meet on a quarterly basis from the Signature Date of this SCPA, to evaluate the performance of the relationship, identify obstacles and to propose remedial actions, including recommending amendments as may be deemed necessary.

In addition, the Steering Committee will identify projects for collaboration, draw up implementation plans, define roles and responsibilities of the Parties regarding such projects and plans, as well as set outputs and timeframes for implementation.

On specific projects, the Joint Steering Committee will meet as often as required in the specific project implementation plan.

As the primary custodians of this SCPA, the Chief Executive Officer of the DBN and the Chief Executive Officer (or a representative) of the COUNCIL shall meet at least once a year for the duration of this SCPA, to assess and further the cooperative relationship and provide strategic direction and guidance to promote the effectiveness of the Parties within the investment facilitation landscape.

For the purpose of this SCPA the following persons will be designated for coordinating the relationship.

FOR DBN

For purposes of implementing this SCPA, DBN designates the XXXXXXXXXXXX, XXXXXXXXXXXXXXXX as the focal point.

FOR COUNCIL

For purposes of implementing this SCPA, the COUNCIL designates the XXXXXX, XXXXXXXXXXXXXXXX as the focal point.

DISPUTE RESOLUTION

Any dispute arising out of or relating to this SCPA, concerning the interpretation of the terms and conditions of this SCPA or of compliance by any Party with the terms and conditions of this SCPA will be resolved amicably through consultations or negotiations.

Any dispute which is not resolved amicably through consultations or negotiations shall, subject to the other provisions of this SCPA, result in the termination of the SCPA .

GENERAL

Neither of the Parties shall publish, nor permit the publishing of any announcement of this relationship in or through any media unless the other Party has approved the proposed announcement, which approval may not be withheld unreasonably.

The Parties mutually recognize their legal capacity, sufficient and ample to enter into this SCPA and the powers of their representatives to act on behalf on their represented institutions.

Any amendments and supplements to this SCPA shall be made in written form and signed by duly authorized representatives of each respective Party and are an integral part of this SCPA.

This SCPA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same SCPA as at Signature Date of the Party last signing one of the counterparts.

SIGNATURE PAGE

The DBN:

This Agreement is executed for and on behalf of the DBN by

_____ (PRINT NAME) in his capacity as _____, and being duly authorised hereto.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2024

SIGNATURE

AS WITNESS
FULL NAME AND SIGNATURE

AS WITNESS
FULL NAME AND SIGNATURE

THE COUNCIL:

This Agreement is executed for and on behalf of the COUNCIL by

_____ (PRINT NAME) in his capacity as _____, and being duly authorised hereto.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2024

SIGNATURE

AS WITNESS
FULL NAME AND SIGNATURE

AS WITNESS
FULL NAME AND SIGNATURE

11.1.50 **APPLICATION FOR CONSENT USE FOR A NOXIOUS INDUSTRY (RADIOACTIVE HANDLING AND STORAGE FACILITY) ON ERF 3954, SWAKOPMUND, EXTENSION 10**
(C/M 2024/10/31 - E 3954)

Special Management Committee Meeting of 24 October 2024, Addendum **5.1** page **04** refers.

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

1. **Purpose**

The purpose of this submission is for the Council to consider the application for Consent Use for a Noxious Industry (Radioactive Handling and Storage Facility) on Erf 3954, Swakopmund Extension 10.

2. **Introduction and Background**

An application for Consent Use for a Noxious Industry for the purpose of a storage facility for the handling of radioactive source material was received by the Engineering and Planning Services Department from Stewart Planning Town and Regional Planners on behalf of the registered owners, Namaquanum Investments Two cc. The application is attached as **Annexure A**.

3. **Ownership**

The ownership of Erf 3954, Swakopmund Extension 10 vests in Namaquanum Investments Two cc as held in Deed of Transfer T 2494/2009. See **Annexure B**.

4. **Locality, Zoning and Size**

Erf 3954, Swakopmund is located in Swakopmund Extension 10 along Einstein Street. The Erf is zoned "General Industrial" and measures 5489m² in extent.



Figure 1: Locality of Erf 3954, Swakopmund Extension 10.

5. **Public Consultation**

A notice of the proposed consent was published in the Namib Times newspaper on the 9th and 16th of February 2024. The intent was also displayed on site and neighbouring property owners were notified in writing in terms of Clause 6 of the Swakopmund Zoning Scheme. The applicant additionally placed a notice on the Council's notice board.

The closing date for objections to the proposal was Friday, 8th March 2024. Sixty-six (66) objections were received by the closing date. Proof of consultation and notices are attached as **Annexure C**.

6. **Development Proposal**

The applicant has identified a need for the establishment of a handling facility for the calibration and testing of drilling equipment as well as the safe storage of radioactive sources on Erf 3954, Swakopmund Extension 10. The radioactive sources to be handled and stored are namely, Caesium - 137 (Cs-137) and Americium -241 Beryllium (Am-241 Be).

The town of Swakopmund was selected by Halliburton (the operator of the site), due to the fact that the site is a serviced industrial lot that has access to essential services such as internet, water and roads. Additionally, the site is located in close proximity to CT Hydraulics, where drilling equipment is manufactured and serviced.

The application is not for the dumping of radioactive waste or fuel but for the safe storage of source material needed for the oil and gas industry. The application is therefore in no way related to the nuclear industry.

The radioactive sources are said to be small rods, about 4cm in length, that are placed in lead containers called "pigs" as a first layer of protection. The pigs are then placed in a durable metal box for safe transit and can be transported safely. According to the applicant, the source material is imported from other countries where it is manufactured with the appropriate licence. Once the sources are depleted, they are returned to the country of origin for safe disposal. No Radioactive waste will be stored in Swakopmund or Namibia as a whole. Kindly see examples of the source material as well as a diagram of the proposed handling and storage facility on the next page.

6.1 **Proposed Handling Facility**

According to the applicant, the handling facility will be located inside the existing warehouse on the site where authorised employees will use the radioactive sources to test and calibrate the drilling equipment. The handling facility will be a clean room with temperature and humidity control which will require a reliable electricity supply. The applicant stated that provision will be made for an on-site generator for back-up electricity. The sources that are not in use after calibration will be returned to the storage facility, that is further discussed below.

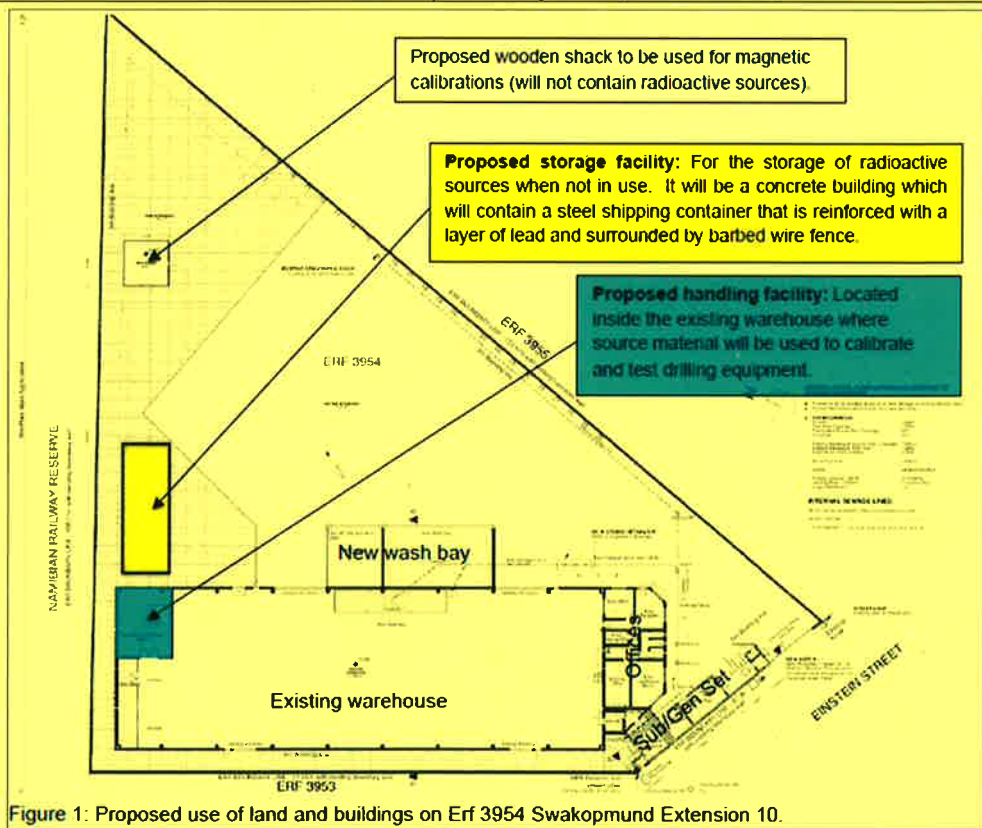
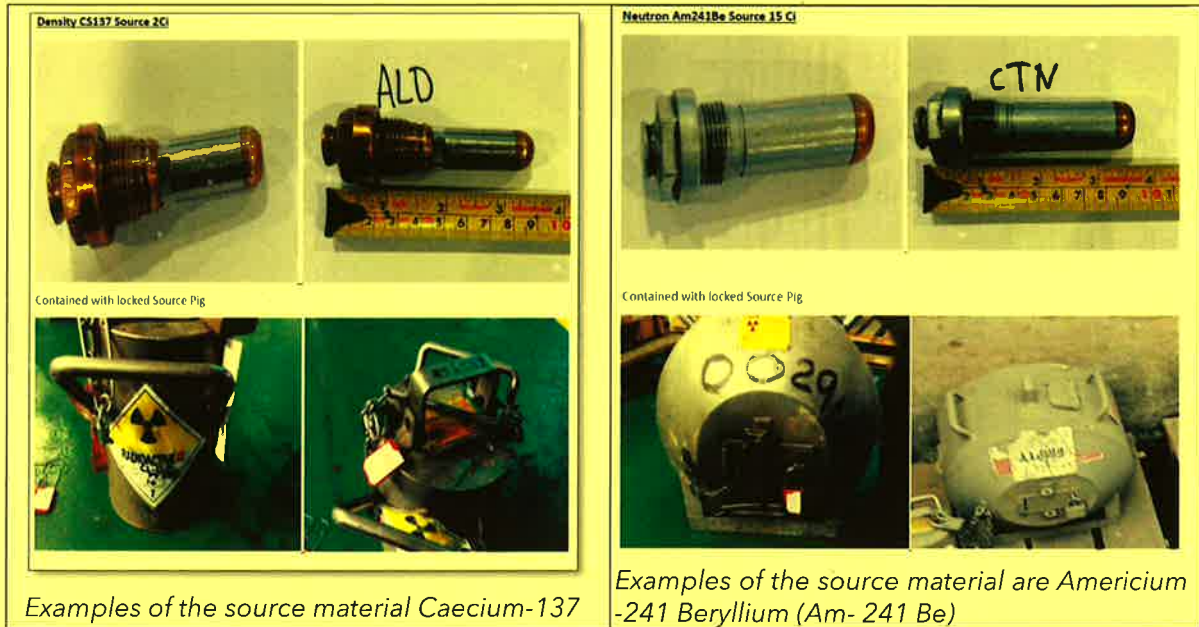


Figure 1: Proposed use of land and buildings on Erf 3954 Swakopmund Extension 10.

6.2 Proposed Storage Facility

According to the applicant, as previously mentioned, the radioactive sources will be sealed in lead containers called "pigs" as a first layer of protection and the "pigs" will then be placed in a standard steel shipping container which will be reinforced with a layer of lead as the second layer of protection. Lastly, the shipping container will be placed inside a concrete storage facility which adds the final layer of protection. This concrete storage facility will be built above ground, outside the existing warehouse but close to the proposed handling facility at the rear of the property and will be surrounded by barbed wire fencing with appropriate signage. Should the applicant wish to fence the area, the provisions of clause 7.2.10

(b) & (c) of the Swakopmund Zoning Scheme should be taken into consideration.



Figure 2: Example of the security reinforcement proposed at the on-site storage facility

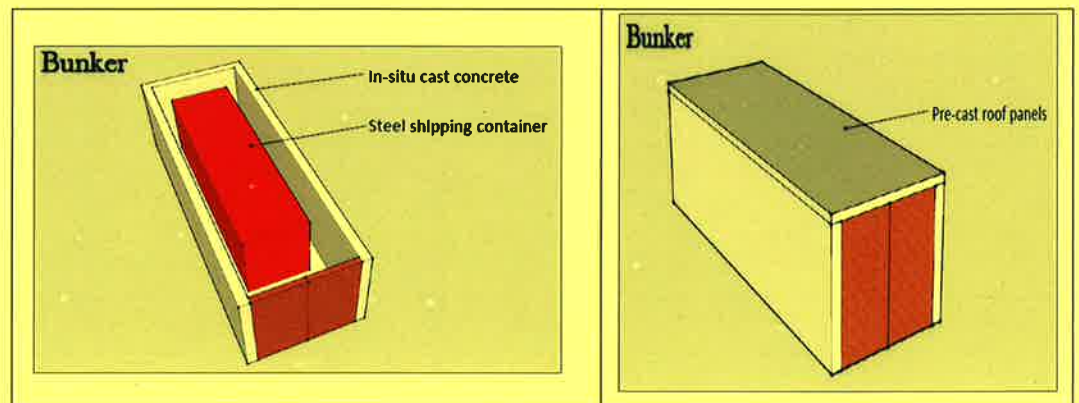


Figure 3: Diagram of the bunker to be built above ground

6.3 Safety and Security

According to the applicant, the full extent of the safety and security measures are contained in the Environmental and Radiation Management Plans, however, the operator will subscribe to internationally accepted safety and security measures to ensure that no employee or the general public are negatively affected by radiation, some of which are discussed below. According to the applicant, the sources will be sealed in appropriate containers and will only be accessed by authorised personnel. The site will additionally be frequently inspected by the National Radiation Protection Authority and will be monitored on a 24/7 basis by Halliburton's global office with the use of CCTV cameras for safety and security.

According to the applicant, the two-armed security guard will be on patrol at all times and that dosimeters which measure radiation levels will be placed on the perimeter of the site and around the storage and handling facility to monitor any spike in radiation. In the unlikely event that a source

is exposed, the dosimeter will alert trained personnel to take immediate remedial action to stop exposure. The applicant lastly stated that a log will be kept for each radioactive source to track it in order to ensure that nothing goes missing.

7. Swakopmund Zoning Scheme Provisions and other legislative Requirements

In terms of the Swakopmund Zoning Scheme, the proposed handling and storage facilities are considered as consent uses under the term "Noxious Industry" on erven zoned for general industrial purposes. It is on this basis that the application is submitted.

Due to the nature of the proposed use, appropriate licences also need to be obtained from the National Radiation Protection Authority in terms of Section 16 of the Atomic Energy and Radiation Protection Act, Act No. 5 of 2005 and an Environmental Clearance Certificate from the Environmental Commissioner.

According to the applicant, an Environmental and Radiation Management Plan was prepared and submitted by Geo Pollution Technologies (Pty) Ltd, however, none of the aforesaid approvals have been granted yet.

8. Objections Received and the Applicant's Response

Sixty-six (66) written objections were received which represent one hundred and seventeen (117) individuals. During the preparation of the application by the applicant, online petitions were also created by concerned residents which had up to 2007 signatures and 115 comments in favour of the petition. The applicant made an interesting observation, that the information disseminated on the online petitions or comments made by people on these petitions referred to the "dumping of radioactive waste " which creates a wrong impression of what is really being proposed.

One of the central concerns of the objectors is the proposed location of the handling and storage facility and its proximity to other businesses as well as residential areas. Mondesa Extension 4 is the closest residential area, according to the applicant, it is 117 meters away. Below are extracts from the application related to key questions that came up in the objections as well as the applicant's response:

8.1 The storage of nuclear waste in Namibia, especially in a municipal area such as Swakopmund is prohibited in terms of the Namibian Constitution. It is a danger to human and animal health and will destroy Swakopmund as a tourist destination.

There will be no storage of any waste in Swakopmund or Namibia as per the provisions of the Constitution. According to the applicant, once the source material has been used up, it will be exported to its country of origin.

8.2 Why choose a location in town rather than in the desert where it is far from people and animals?

According to the applicant, a location in the desert with no access to essential services will not work from a practical point of view. A site outside of Walvis Bay, Farm 58 behind Dune 7 or Farm 38 were considerations, however, seeing that they are not serviced is not a practical option. The serviced industrial properties within Walvis Bay are said to be situated within

the historical flow of the Kuiseb River and have a high-water table, whereas Erf 3954 is located outside the Swakop River and has a higher height above sea level which makes it a safer choice from a rare flooding scenario.

8.3. Swakopmund is a beautiful and clean town and a tourist destination. Why not choose a location in Walvis Bay where the facility will be located closer to the harbour?

According to the applicant, the favourable climatic conditions of Swakopmund were amongst the deciding factors as Walvis Bay on average experiences more wind, sand and fog compared to Swakopmund, these poor weather conditions are said to potentially delay calibrations and tests. The applicant also stated that "the drilling equipment and sources are transported for thousands of kilometres to the offshore drilling sites, therefore, adding about 40km to this trip is not a significant factor that influences the chosen location. The sources can be transported safely without creating a public danger".

8.4. What radioactive substances will be used and why are they needed?

According to the applicant, Limited quantities of Caesium-137 (Cs-137) and Americium-241 Beryllium (Am-241Be) will be used to calibrate and test drilling equipment. The radioactive properties of these sources are useful and essential to the oil and gas drilling industry.

8.5. Where do the radioactive substances come from and what will happen to them once they are depleted?

The radioactive sources are imported, transported, stored, and used on-site, and when it is no longer of use, it is exported back to the country of origin for disposal. The depleted sources or "radioactive waste" will not be dumped in Namibia.

8.6. The property contains granite, and the underground bunker will require blasting which may damage neighbouring properties and infrastructure.

This concern was considered by the proponent and a decision was taken to build the concrete storage building/bunker aboveground, therefore, eliminating the need for blasting.

8.7 The impact of the proposed development on the town

According to the applicant, the proposed activity is not expected to negatively affect the image of Swakopmund as a tourist destination. The oil and gas industry will draw more people to the coast which will benefit accommodation establishments, restaurants, and other tourism-related businesses. Swakopmund has existing and planned industrial areas, therefore, industrial development such as the oil and gas industry is essential to diversify the economy of Swakopmund which is currently very reliant on tourism. A diversified town will be more resilient against economic shocks such as COVID-19.

9. Evaluation

While the Municipal Council of Swakopmund is the legal custodian of the town and is granted discretionary rights by virtue of the Swakopmund Zoning Scheme in deciding on consent use applications, the legal

framework of the country makes provision for legislative regulatory bodies that have expertise in specialized fields to grant approval, should they be satisfied with the applications being made.

In the case of this application, no approval has been granted yet by both the National Radiation Protection Authority and the Environmental Commissioner. Council does not have the necessary expertise to rule on an application of this nature or to make an informed independent decision outside of these professional bodies or organs of State. The following statements were made in the conclusion of the non-technical summary of the EIA report, with a highlight on two key findings:

"Based on the findings of the environmental and radiation risk assessment, there is no evidence that suggests that the proposed project cannot continue on Erf 3954. The assessment highlighted two main findings:

- "1) that under normal operations of the facility, there is no real risk to the public, including direct neighbours; and***
- 2) that under normal operations, and by implementing the necessary safety and security measures, the exposure of workers to radiation is within the prescribed limits of Namibia and the International Atomic Energy Agency."***

The statement "**real risk**" denotes that there is a level of risk involved, as with any venture, risk is inevitable, however, when it involves people, this risk needs to be managed properly and as a precautionary measure, it will be in Council's interest to wait for the necessary approvals by the experts to be obtained first. The weight of this decision cannot solely lie on the Council.

10. **Conclusion**

The nature of the proposed development is new to Swakopmund and the potential impact that it could have on the town outside of the improvement of its economic state is unknown at the moment but could be catastrophic should a safety measure be overlooked. In the absence of approvals by the National Radiation Protection Authority and the Environmental Commissioner, the application should not be supported.

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

RECOMMENDED:

- (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 the 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.**
-



STEWART PLANNING
TOWN & REGIONAL PLANNERS

First Floor 122 On Main
122 Sam Nujoma Avenue
Walvis Bay

P.O. Box 2095
Tel: (064) 280 773
Email: otto@sp.com.na

Our reference: 3954S

29 August 2024

SWAKOPMUND EXTENSION 10: ERF 3954, EINSTEIN STREET

- Consent use for a Noxious Industry (Radioactive Handling and Storage Facility) in terms of Clause 6.2 of Swakopmund Amendment Scheme No.12.

Submission to:

Chief Executive Officer
Municipality of Swakopmund
P.O. Box 53
Swakopmund
13001
Namibia



Prepared for:

Namaquanum Investments Two CC
CC/2006/1531
PO Box 7248
Swakopmund

Prepared by:

Stewart Planning
First Floor 122 On Main
122 Sam Nujoma Avenue
PO Box 2095 Walvis Bay
13013
Namibia



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Attachments

- Annexure A: Index of objections received
- Annexure B: Proof of consultation
- Annexure C: Example of sources
- Annexure D: EIA presentation of 30 July 2024
- Annexure E: Deed of transfer

Contact Information

The following contact information is provided should the reader of this report want to contact the relevant stakeholders involved in this project.

Local Authority

The Chief Executive Officer
Municipality of Swakopmund
PO Box 53 Swakopmund
13001

Applicant

Namaquanum Investments Two CC
CC/2006/1531
PO Box 7248
Swakopmund
13001

Consulting Town Planner:

Stewart Planning – Town & Regional Planners
PO Box 2095 Walvis Bay
13013

Johann Otto
otto@sp.com.na
+264 64 280 773
+264 85 754 4740

1. Introduction

The purpose of this application is to obtain consent from the Swakopmund Council for a "Noxious Industry" (the storage and handling of radioactive source material) on Erf 3954 Swakopmund Extension 10.

2. Background

The recent oil discovery in the offshores of Namibia (the Orange Basin) have attracted global oil drilling companies such as Halliburton to Namibia. The oil companies require specialised services to support their oil and gas drilling operations. These specialised services are not readily available in Namibia.

Modern drilling operations make use of directional drilling and radioactive sources to help locate pockets of oil under the seabed. Therefore, radioactive sources are essential for cost-efficient drilling. The radioactive sources will include Caesium-137 (Cs-137) and Americium-241 Beryllium (Am-241Be).

Halliburton has a good working relationship with CT Hydraulics in Swakopmund which currently services and manufactures specialised drilling equipment/hydraulics. There is a need to establish a nearby handling facility where drilling equipment can be calibrated and tested. There is also a need to safely store the radioactive source on-site when they are not in use.

Halliburton has identified Erf 3954 Swakopmund Ext 10 (the site) as a suitable site to lease from the registered owner which is Namaquanum Investments Two CC (the proponent or applicant). Halliburton as the tenant/operator of the site have established similar facilities all over the world, therefore, the operation of such a facility is not new to the company. Standard safety and security measures will be followed to mitigate all dangers as set out in the Radiation Management Plans.

The proposed use of land or buildings is considered a "Noxious Industry" in terms of Swakopmund Amendment Scheme No. 12. The site is currently zoned "General Industrial" which permits a "Noxious Industry" with consent from the Swakopmund Council, hence the purpose of this report.

3. Planning Proposal

Namaquanum Investments Two CC intends to operate a handling and storage facility which will make use of Cs-137 and Am-241Be as radioactive sources. These radioactive sources are needed to calibrate and test drilling equipment for the oil and gas exploration industry. When the radioactive sources are not in use, it will be stored on-site. The radioactive properties are useful to help locate underground pockets of oil or gas.

It is noted that NO radioactive waste or spent nuclear fuel will be dumped or stored on Erf 3954 Swakopmund Ext 10. Uranium-235 will not be used and the proposal is not related to the nuclear industry.

Nevertheless, the radioactive sources do emit harmful radiation and can be fatal if exposure limits are exceeded. However, all radiation can be contained by materials such as lead, concrete, and water. Exposure will also be mitigated by limiting time spent with the radioactive sources.

The radioactive sources are small solid rods, about 4cm in length. They are placed in lead containers called "pigs" as the first layer of protection. It is imported from other countries where it is manufactured with the appropriate license. The pigs are placed in a durable metal box for safe transit and can be transported safely. Once the sources are depleted, then it is returned to the country of origin for safe disposal. No radioactive waste will be stored in Namibia.

The proposed handling and storage facility is indicated in Figure 1 below and is discussed in more detail on the following pages.

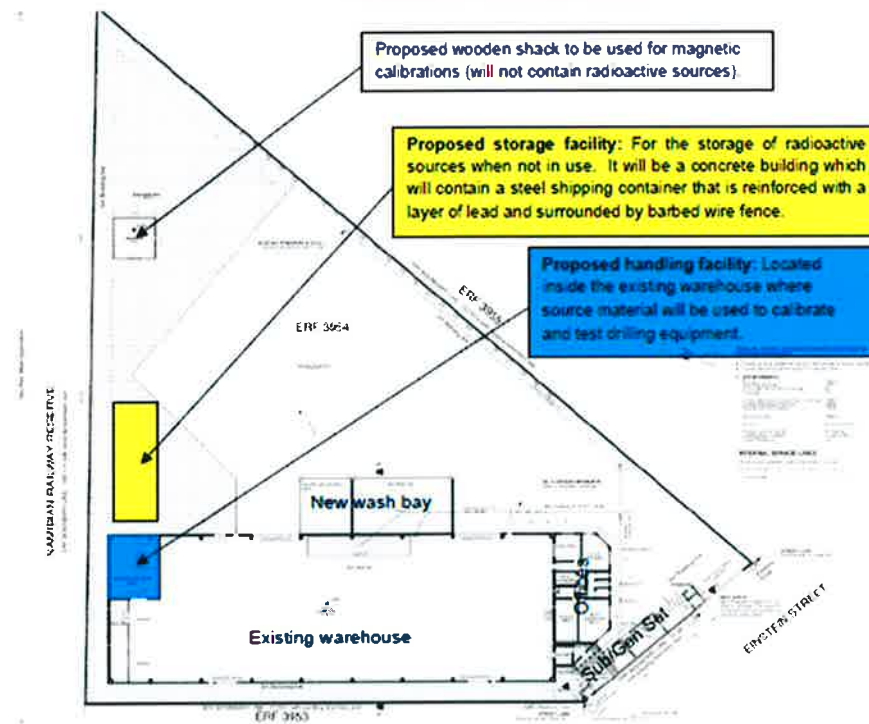


Figure 1: Proposed use of land and buildings on Erf 3954 Swakopmund Extension 10.

Proposed handling facility

The handling facility will be located inside the existing warehouse at the back corner. This is where authorised employees will use the radioactive sources to test and calibrate drilling equipment. The sources will be placed in fibreglass containers in a sealed water pit during operation and use.

Authorised staff will make use of appropriate protective gear and equipment to mitigate radiation exposure. Time will also be limited to ensure international exposure limits are not exceeded.

The radioactive sources are sensitive to weather conditions such as dust, sand, wind, temperature, and humidity and poor weather conditions can negatively affect calibrations. The handling facility will thus be a clean room with temperature and humidity control which requires a reliable electricity supply. An on-site generator will be provided for backup electricity.

Once the drilling equipment has been calibrated, and the sources are not in use, the sources will be returned to the proposed storage facility.

Proposed storage facility

The radioactive sources are sealed in a lead container called a "pig" as the first layer of protection. The pigs are placed in a standard steel shipping container which will be reinforced with a layer of lead as the second layer of protection. Finally, the reinforced shipping container will be placed inside a concrete storage facility which adds the final layer of protection.

The concrete storage building will be built aboveground, outside the existing warehouse, but close to the planned handling facility at the rear boundary of Erf 3954. The concrete building will be surrounded by barbed wire fencing with appropriate signage.

Only authorised personnel will have access to the radioactive sources, and any movement is logged to keep track of all radioactive sources.

Safety and security

The operator will subscribe to internationally accepted safety and security measures to ensure no employee or the general public are negatively affected by radiation. The following is a brief overview of safety and security measures. More detailed measures are contained in the Environmental and Radiation Management Plans.

- The radioactive sources are always sealed in appropriate containers to block radiation and are only accessible by authorised personnel.
- All personnel will be monitored to ensure international exposure limits are not exceeded.
- The site will be subject to frequent inspections by the National Radiation Protection Authority.

- The site has tall boundary walls with electrical fencing with a single access point to prevent unauthorised access to the site. CCTV cameras will be monitoring the site as well.
- Two armed security guards will be on patrol at all times.
- Halliburton's global office will monitor the site on a 24/7 basis with the use of CCTV cameras for safety and security. Access to reliable internet will be needed.
- Dosimeters which measure radiation levels, will be placed on the perimeter of the site and around the handling and storage facility to monitor any spike in radiation. In the unlikely event that a source is exposed, the dosimeters will alert trained personnel to take immediate remedial action to stop the said exposure.
- A log is kept for each radioactive source that is imported, transported, used, and exported again. This is to ensure that all radioactive sources are tracked to ensure nothing goes missing.

4. Site Description

Erf 3954 is located in Swakopmund Extension 10 which is an existing industrial extension. The locality of the erf is shown below. The site coordinates are: -22.670467, 14.544891.

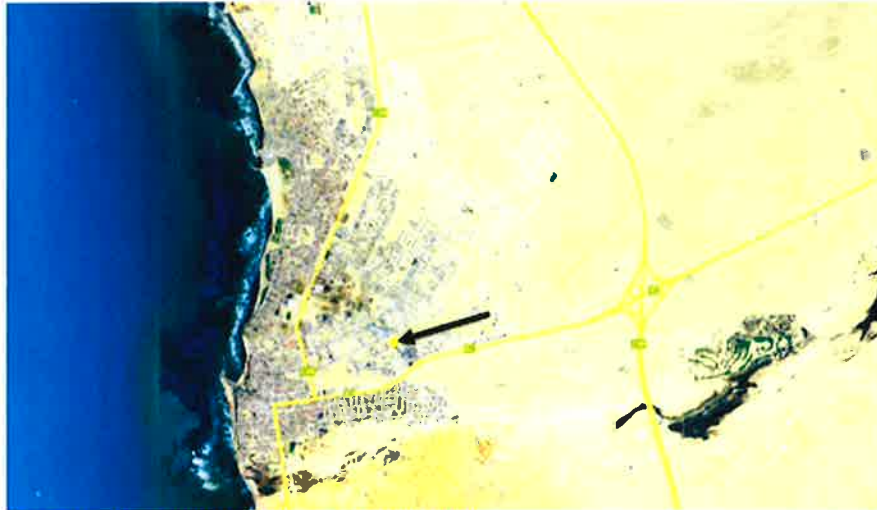


Figure 2: Locality of Erf 3954 Swakopmund Extension 10.

The erf has a triangular shape and obtains access from Einstein Street, which is a well-developed bitumen road. It measures 5,489m² in extent and contains an existing warehouse and tall boundary walls.

Erf 3954 has access to services such as electricity, water, sewerage, and internet which are essential in support of the proposed activity. It is located close to CT Hydraulics where

servicing of drilling equipment will be done, therefore, making logistical arrangements between the two sites easier.



Figure 3: The approximate boundary of Erf 3954 in relation to CT Hydraulics, Swakopmund.

Erf 3954 is located close to the B2 Road which links to the A1 route behind the dunes to Walvis Bay. Therefore, the property is accessible and the transport route will not go through a residential area.



Figure 4: Erf 3954 contains an existing warehouse and has access to a well-developed bitumen street.

The nearest residential property is Erf 2268 Mondesa Ext 4 which is located 117 metres away from Erf 3954, boundary to boundary. This distance is more than enough to ensure a safe separation distance.

Erf 3954 is zoned "General Industrial" with a bulk factor of 1.0 in terms of Swakopmund Amendment Scheme No.12 (Figure 5). Surrounding erven have the same zoning. The northern boundary borders the railway reserve which is zoned "Parastatal".

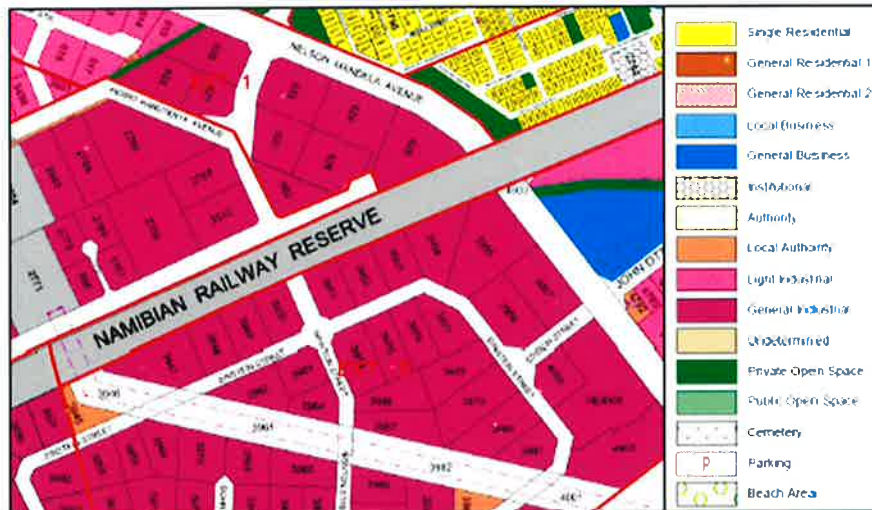


Figure 5: Zoning map of Erf 3954 and surrounding properties.

Table 1 provides a summary of the property:

Table 1: Erf 3954 property description.

Registered Name	Erf No. 3954 Swakopmund Extension 10
Size	5,489 m ²
Street Address	Einstein Street
Location	See Figure 2 to Figure 4. GPS Co-ordinates: -22.870467, 14.544891
Current Zoning	General Industrial
Density	Not specified
Bulk Factor	Bulk 1.0
Improvements	Existing warehouse and tall boundary walls.
Local Authority Area	Swakopmund Municipality

5. Ownership & Conditions of Title

In terms of Deed of Transfer No. T2494/2009 (Annexure E), the registered owner is Namaquanum Investments Two Close Corporation (CC/2006/1531). The property contains the standard short conditions. There is no condition which prohibits or restricts the proposed activity. The registered owner has appointed Stewart Planning for the consent use application.

6. Swakopmund Amendment Scheme No.12

The development proposal is subject to various legislation and regulations, including Swakopmund Amendment Scheme No.12 which is a legal document that was approved in July 2002 (the zoning scheme).

Riesle Street

Swakopmund is divided into different land parcels or erven. Each land parcel is allocated a zoning which permits and prohibits certain land uses. There are in total 13 different zones numbered A to M and reservation of land such as streets and open spaces. Each zone specifies primary uses which can be permitted and consent uses that can be permitted with consent from the Council. Any use not listed is prohibited.

Generally, land uses which are complementary to each other are grouped and conflicting uses are separated. This is to help achieve harmonious development to promote the health, safety, order, amenity, convenience and general welfare of Swakopmund.

Erf 3954 Swakopmund Extension 10 is currently zoned "General Industrial" which permits the following primary and consent uses:

G. GENERAL INDUSTRIAL ZONE

- | | | |
|----|-------------------------|--|
| 1. | Colour Notation: | Dark Purple Fill |
| | Primary Uses: | Industrial Building, Light Industrial, Warehouse, Dry Cleanette, Laundrette, Scrap Yard, Building Yard. |
| | Consent Uses: | Public Garage, Service Stations, Office Buildings, Shop, Place of Amusement, Place of Instruction, Noxious Industry. |

A "Noxious Industry" is a consent use. The definition contains a long list of offensive uses which constitute a nuisance or danger to the health of neighbouring premises, which include radioactive sources. The Council may consent to the erection and use of buildings for a noxious industry provided that adequate proof, in the sole opinion of the Council, that the process to be used in the conduct of the said industry will eliminate nuisance or danger to health in neighbouring premises arising from chemicals, vapour or effluvia, liquid and solid waste, and radiation.

From Figure 5 it can be seen that Erf 3954 is zoned "General Industrial" and surrounding properties are zoned the same as well. The site is not situated within a residential area

such as Mondesa or Kramersdorf. Therefore, the noxious use of the land or buildings is less likely to be dangerous to the health and well-being of residents.

In any case, it is a standard practice for any proponent of a "Noxious Industry" to undertake an Environmental Impact Assessment (EIA) and any other impact assessments as required, and to provide suitable mitigation measures to eliminate negative impacts before a "Noxious Industry" can be permitted.

In this case, the proponent has undertaken an EIA and Radiation Impact Assessment which is discussed in the following section.

7. Environmental and Radiation Impact Assessment

The applicant has appointed Geo Pollution Technologies (Pty) Ltd to undertake an EIA to obtain an Environmental Clearance Certificate in terms of the Environmental Management Act of 2007.

The EIA has been finalised and is open and available for download/inspection under reference APP-004066 on www.eia.mefl.gov.na or www.thenamib.com.

The report was prepared by Dr. André Faul (Ph.D. Medical Bioscience), Guzette Bosman (BA (Hons) Environmental Management), and Ernest Pelsler (M.Sc Environmental Science), with input from a radiation specialist from South Africa, Dr JJ van Blerk (Ph.D. Geohydrology).

It is strongly recommended to read the full EIA report which provides added detail to the project and assessment of impacts. In addition, the report also responds to concerns, questions, and objections raised by members of the public.

Below is an extract of the conclusion from the non-technical summary of the EIA report:

"Based on the findings of the environmental and radiation risk assessment, there is no evidence that suggest that the proposed project cannot continue on erf 3954. The assessment highlighted two main findings: 1) that under normal operations of the facility there is no real risk to the public, including direct neighbours; and 2) that under normal operations, and by implementing the necessary safety and security measures, the exposure of workers to radiation is within the prescribed limits of Namibia and the International Atomic Energy Agency. That being said, it remains imperative that all personnel is suitably trained and authorised to work with radioactive sources, radiation exposure monitoring must be conducted, and an emergency response plan must be in place and all staff well versed on its contents. The environmental and radiation management plan as presented in this document should be adopted and the contents kept up-to-date as legislation, equipment and operational methods and conditions change. It is further suggested that the radiation safety assessment be updated once the facility comes into operation to address minor deviations in operational procedures or equipment. Optimisation of radiation protection should be investigated to reduce exposure doses as low as possible, while taking into consideration social and economic balances." (Faul et al. 2024:8).

In conclusion, the EIA report has provided a positive recommendation that the proposed activity can continue on Erf 3954 Swakopmund Extension 10. The report has been submitted to the Ministry of Environment, Forestry, and Tourism, and is pending a decision from the Environmental Commissioner.

In the meantime, the Swakopmund Council can grant its consent subject to a condition that a valid Environmental Clearance Certificate be obtained from the Environmental Commissioner and that the applicant adheres to all requirements of the Environmental and Radiation Management Plan.

8. National Radiation Protection Authority

In terms of Section 16 of the Atomic Energy and Radiation Protection Act No. 5 of 2005, no person is authorised to handle, import, export and transport radioactive material or substances unless the applicable licenses have been issued by the National Radiation Protection Authority.

Geo Pollution Technologies (Pty) Ltd has prepared an Environmental and Radiation Management Plan which has been submitted and presented to the National Radiation Protection Authority (NRPA). Application has also been made to the NRPA to obtain the relevant licenses to operate the intended facility on Erf 3954 Swakopmund Extension 10. The license is currently pending approval.

The Swakopmund Council can grant its consent subject to a condition that a valid license be obtained from the NRPA and that the applicant adheres to all requirements of the Environmental and Radiation Management Plan.

9. Namibian Constitution

Article 95(l) of the Namibian Constitution states that:

The State shall actively promote and maintain the welfare of the people by adopting, inter alia, policies aimed at the following:

maintenance of ecosystems, essential ecological processes and biological diversity of Namibia and utilization of living natural resources on a sustainable basis for the benefit of all Namibians, both present and future; in particular, the Government shall provide measures against the dumping or recycling of foreign nuclear and toxic waste on Namibian territory.

Contrary to misinformation on social media and the public's perception, the proposed development will not dump or store nuclear waste in the town of Swakopmund and is not contrary to Article 95(l) of the Namibia Constitution.

In conclusion, the proposed consent for the use of buildings or the use of land is not contrary to the Namibian Constitution.

10. Public Feedback

A notice was published in the Namib Times on 09 and 16 February 2024 to advertise the consent use as required by Swakopmund Amendment Scheme No.12. A notice was placed on the gate at Erf 3954 Swakopmund Extension 10 and the notice board of the Swakopmund Municipality. Adjacent property owners were also notified of the application by registered mail. Proof of consultation and notices are provided under Annexure B.

Some members of the public thought the project intended to dump nuclear waste in town and spread this misinformation on social media.

On 25 February 2024, an online petition called "Stop the Construction of a Radioactive Material Storage Bunker" was started on change.org¹. The details of the petition states the following:

Started 25 February 2024

Why this petition matters

Started by Louise Engelbrecht

We are raising concerns about the proposed construction of a storage facility for radioactive source material on Erf 3954, Einstein Street, Swakopmund. This project poses significant health and environmental risks to our community. According to the World Health Organization, exposure to radioactive materials can lead to serious health issues including cancer and genetic damage. Moreover, accidents involving such materials could have catastrophic consequences for our environment and future generations. We urge the relevant authorities in Swakopmund, Namibia to stop the building of this facility and prioritize public safety over industrial interests. Please join us in voicing your opposition and objection by signing this petition today.

CONSENT FOR A NOXIOUS INDUSTRY/HAZARDOUS STORAGE (RADIOACTIVE SOURCE MATERIAL STORAGE AND HANDLING FACILITY) ON ERF 3954 SWAKOPMUND EXTENSION 10

Take note that Swakop Planning has been requested by Management Investments Trust CC, the proponent to apply for the Council's consent for a Noxious Industry/Hazardous Storage (Radioactive Source Material Storage and Handling Facility) on Erf 3954 Swakopmund Extension 10 in terms of Clause 8 of Swakopmund Town Planning Amendment Scheme No.12.

The proponent intends to construct an above ground bunker, but necessary to ensure safety standards for the storage and handling of hazardous radioactive substances. The existing warehouse will also be used as a handling facility subject to further plan for milling equipment used in the off shore oil/gas industry.

The site is situated in the general residential area of Swakopmund along Einstein Street. The location of the site and proposed infrastructure layout are shown in the locality plan.

Take further note that:

(1) a consent use application will be submitted to the Swakopmund Municipal Council for their consent for the storage and handling of hazardous radioactive substances on Erf 3954 Swakopmund Extension 10. It is to be noted and be affected party, who has concerns, representation, and/or objections to the proposed use of land in the matter and/or to the proposed development, lodge such concerns, objections and/or objections with the Council and Swakop Planning.

(2) any written concerns, representations, and/or objections must be submitted in writing before the public hearing on 19 March 2024 at the address below.

Swakop Planning Chief Executive Officer
 Public Affairs Swakopmund Municipality
 Analysis Bay PO Box 55 Swakopmund
 0800039000 Namibia

At the time of writing this report, the online petition received 2007 signatures and 115 comments in favour of the petition. About 9 comments refer to "waste", "garbage" or "rubbish". This implies that some petitioners are under the impression that the intended facility will dump nuclear or radioactive waste which is not the case.

¹ <https://www.change.org/p/stop-the-construction-of-a-radioactive-material-storage-bunker-in-swakopmund>

On 26 February 2024, a post was made on a public Facebook group called "Stop Corruption – Namibia Clean Up Movement"². The post calls for the public to start a "petition against the dumping of radioactive waste".

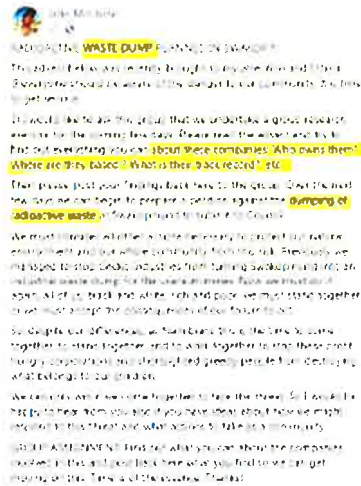
The project reached the front page of the Namibian and New Era on 28 February 2024 as well.

On 15 March 2024, the following notice was published in the Namib Times:

REMINDER OF MEETING
SUNDAY, 17 MARCH 2024
at 15:00

Topic: Radioactive Source
Material Storage and
handling Facility
Erf 3954 Swakopmund

If you are a concerned
 Swakop Citizen **BE THERE.**
VENUE: TAMARISKIA COMMUNITY
HALL



Unfortunately, this public meeting was arranged without input from the proponent or the Swakopmund Municipality. This led to many concerned residents attending a meeting without any person presenting the project or answering questions. This led to residents being sceptical about the project. The person who placed the notice made a public apology in the Namib Times on 22 March 2024.

I, Alfred Horzberg, hereby
apologise for the incorrect
information (date, time
and venue) of the advertisement
placed in the Namib Times
on 15 03 2024,
 in connection with discussion
 of the
 Topic of the Radioactive Source
 Material Storage and
 Handling Facility in Swakopmund

Due to the potential dangers of radiation and great concern for human and animal life, including the spread of misinformation, the consent use application received widespread objections from neighbours and residents of Swakopmund. These objections are attached under Annexure A.

A total of 66 written objection letters have been received which represent at least 117 people who are against the project and consent use. A general response to these objections is provided on the following pages.

² <https://www.facebook.com/groups/CorruptionNamibia>

11. Response to concerns, objections, and questions

Response to concerns raised by the general public and neighbours

Concerned residents and objectors have raised similar questions regarding the proposal. What follows are some of the common questions/concerns from objectors followed by a response to each.

1. The storage of nuclear waste in Namibia, especially in a municipal area such as Swakopmund is prohibited in terms of the Namibian Constitution. It is a danger to human and animal health and will destroy Swakopmund as a tourist destination.

Contrary to misinformation on social media, the project will not store nuclear waste and thus it will not be contrary to the Namibian Constitution. Instead, limited quantities of radioactive sources will be used to calibrate drilling equipment which are used in the oil and gas industry.

The applicant has appointed Geo Pollution Technologies (Pty) Ltd (GPT) to undertake an Environmental Impact Assessment for the proposed activity. GPT has appointed Dr JJ van Blerk (AquiSim (Pty) Ltd) to undertake a Radiation Impact Assessment (RIA). Both the RIA and EIA concluded that the proposed activity could continue to operate without exceeding international exposure limits. Therefore, the proposed use of buildings will not create a danger to human or animal life.

2. Why choose a location in town rather than in the desert where it is far from people and animals?

The storage and handling facility will have several safety and security layers which makes the facility safe to be located in the "General Industrial" zoned area of town where essential services and infrastructure are located. The radioactive sources are sensitive and require a clean room with temperature and humidity control. Furthermore, the site will be monitored on a 24/7 basis by Halliburton's global office, therefore, the facility needs to have reliable electricity and internet. Access to water and essential services will also be required in support of the facility. Erf 3954 already contains an existing warehouse which can be converted into a handling facility. Therefore, a location in the desert with no access to essential services will not work from a practical point of view.

3. Swakopmund is a beautiful and clean town and a tourist destination. Why not choose a location in Walvis Bay where the facility will be located closer to the harbour?

Swakopmund was chosen over Walvis Bay due to five reasons:

1. *The drilling equipment and sources are transported for thousands of kilometres to the off-shore drilling sites, therefore, adding about 40km to this trip is not a significant factor that influences the chosen location. The sources can be transported safely without creating a public danger.*
2. *The planned industrial areas outside of Walvis Bay such as Farm 58 behind Dune 7 or Farm 38 are not serviced and not a practical option to consider. Serviced industrial property within Walvis Bay is situated within the historical flow of the Kuiseb River and has a high water table, whereas Erf 3954 is located well outside the Swakop River and has a higher height above sea level which makes it a safer choice from a rare flooding scenario.*

3. *Walvis Bay on average experiences more wind, sand and fog compared to Swakopmund, therefore, Swakopmund was chosen due to its favourable climatic conditions as poor weather conditions can potentially delay calibrations and tests.*
4. *Halliburton has a good working relationship with CT Hydraulics in Swakopmund who currently manufacture and service their hydraulic cylinders and equipment. Erf 3954 is situated close to CT Hydraulics which will make logistical arrangements easier.*
5. *The proposed activity is not expected to negatively affect the image of Swakopmund as a tourist destination. The oil and gas industry will draw more people to the coast which will benefit accommodation establishments, restaurants, and other tourism-related businesses. Swakopmund has existing and planned industrial areas, therefore, industrial development such as the oil and gas industry is essential to diversify the economy of Swakopmund which is currently very reliant on tourism. A diversified town will be more resilient against economic shocks such as COVID-19.*

4. What radioactive substances will be used and why are they needed?

Limited quantities of Caesium-137 (Cs-137) and Americium-241 Beryllium (Am-241Be) will be used to calibrate and test drilling equipment. The radioactive properties of these sources are useful and essential to the oil and gas drilling industry. According to the proponent, the radioactive properties will help drilling operators locate oil pockets under the seabed – similar to how X-rays are used to view the human body. Without these radioactive sources, the operators will be drilling blind which will make it less cost-efficient.

5. Where do the radioactive substances come from and what will happen to them once they are depleted?

The radioactive sources are imported, transported, stored, and used on-site, and when it is no longer of use, it is exported back to the country of origin for disposal. The depleted sources or "radioactive waste" will not be dumped in Namibia.

6. The property contains granite and the underground bunker will require blasting which may damage neighbouring properties and infrastructure.

The proponent has considered this and has decided to build the concrete storage building/bunker aboveground, therefore, eliminating any blasting-related impacts. An aboveground storage building will still be safe to store the radioactive sources.

Any unanswered questions are thoroughly addressed in the Environmental Impact Assessment report.

Questions arising from the presentation of 30 July 2024

The proponent together with Geo Pollution Technologies presented the project and EIA findings at the Special Management Committee meeting held on 30 July 2024. The presentation is attached as Annexure D. As discussed before, the EIA findings were positive and recommended that the project can continue on Erf 3954 subject to adhering to the Environmental and Radiation Management Plans.

Following the presentation, only one question was raised as follows:

1. How will radioactive sources be transported safely?

Halliburton will make use of Wesco for transport. The standard safety and security procedures as contained in the Radiation Management Plans will be followed. The radioactive sources, if not in use, are always sealed in a lead container called a "pig". The pig is placed inside a durable metal container.

Questions arising from the site meeting held on 27 August 2024

On 27 August 2024, the proponent provided an on-site tour for officials from the Swakopmund Municipality to help explain the intentions of the project. The existing warehouse and proposed facilities for Erf 3954 were shown and discussed followed by a site visit to CT Hydraulics situated nearby.

The following is a summary of information shared by the proponent at the site tour:

- The operator/tenant will be Halliburton – a global company that has established 80+ sites globally. This project is not new to them and standard safety and security measures will be followed.
- Construction is taking place for the buildings that will house the substation and backup generator, including the proposed washbay. Internal changes are being made to the existing warehouse for the proposed handling facility.
- Two armed security guards will be on duty during the operation at all times.
- The site will be monitored with CCTV cameras by the global company which can record up to 16 hours of footage.
- The proposed storage for the radioactive sources will be close to the warehouse at the rear boundary. It will be a steel shipping container reinforced with a layer of lead that blocks all radiation with a concrete building built around the container as an added safety and security layer. The concrete storage building/bunker will be surrounded by a barbed wire fence with the appropriate signage. Access will be logged and will be limited to authorised personnel only.
- The proposed handling facility will be inside the existing warehouse in the back corner. Walls are currently being built and a pit has been excavated. The concrete walls are sufficient in width to block radiation and will have a "sea shell" exit/entrance to prevent any radiation from escaping the handling facility.
- Existing servicing and manufacturing operations were shown at CT Hydraulics for various mining and industrial applications. Significant investments have been made for the current and future operations.

- Halliburton hopes to start drilling operations in October 2024, therefore, the Council's consent is urgently required.

The following is a summary of questions and answers that arose from the site meeting:

2. How is safety ensured for the two people who will operate the pig and sources?

Authorised personnel will wear a badge that will be tested frequently to ensure international exposure limits are not exceeded. Personnel will require rigorous training before they will be allowed to operate the radioactive sources. [More detail is contained in the Environmental Impact Assessment and Radiation Management Plans which help explain how safety is ensured].

3. The site development plan indicates a square "shack" with a buffer distance which is different to the radioactive source container. What will this "shack" be used for?

This is a wooden probe shack where magnetic calibrations will be done which is a separate process. No metal should be located within a certain distance to ensure it does not influence the calibrations and testing. The wooden shack will not store any radioactive sources. The radioactive sources will be stored within the proposed concrete building/bunker that will be located closer to the existing warehouse.

4. The proposed handling facility will have a water pit where the sources will be contained. How will any leak or water contamination be monitored?

Dosimeters will be placed on the boundary, around and inside the storage and handling facility to monitor radiation leaks or contamination. If any radiation leaks occur then immediate action can be taken to stop the leak. In the unlikely event that a radioactive source contaminates the water, then the water will be containerised and disposed of with an ISO-certified company. The pit will be sealed so water cannot infiltrate to the ground.

5. Any incidents overseas?

According to the proponent, one incident occurred in Saudi Arabia which was related to the transport of the sources. No other incidents have come to mind.

6. There is construction activity taking place on Erf 3954. How is this possible when the Council has not issued their consent?

Building plans were submitted and approved by the Swakopmund Municipality for standard industrial buildings and internal alterations inside the warehouse.

Building plans will be submitted for the concrete storage building/bunker which is permitted in the current zoning provided that it will only store non-hazardous goods such as "chips", therefore, construction activity is taking place legally at the risk of the proponent. The Council's consent is sought to use the identified buildings for the storage and handling of radioactive sources.

7. It would be beneficial for the proponent to engage the community to help explain the proposal. How many jobs will be created by the project?

According to the proponent, Halliburton has over 80 sites and employs 48 to 66 thousand people globally. Their Angola site, which is comparable to Swakopmund, has created 400 employment opportunities in semi-skilled and skilled sectors.

8. Is there sufficient space for the proposed facilities or will expansion be needed?

Current facilities will be enough for the time being, and if there is a need, more industrial even needs to be leased/bought/developed in support of the oil and gas industry.

12. Need and Desirability

The following is a summary of the need and desirability of the project:

1. The oil discovery in the Orange Basin in the south of Namibia has led to a need and demand for specialised services in support of the oil and gas industry. The use of radioactive sources is essential to support modern drilling operations, as it is used to locate underground pockets of oil. Without these sources, operators will be drilling blind.
2. The operator of the facility on Erf 3954 will be Halliburton which is a reputable global company that has established similar sites across the world. The storage and handling of radioactive sources is not something new to the operator as they have standard safety and security measures in place that will be followed.
3. Swakopmund stands to benefit from the oil and gas industry as it will draw more people to town which will make use of local businesses, shops, accommodation establishments, restaurants, and tourism-related businesses. It will help diversify the local economy of Swakopmund making the town more resilient to economic shocks. Halliburton will invest about N\$30 million for construction activity on Erf 3954 alone.
4. Contrary to public perception and objections, the project will not store nuclear waste in town. Limited quantities of useful radioactive sources will be stored and used on-site. No radioactive waste will be dumped in Namibia. All depleted sources will be returned to the country of origin which has the appropriate disposal facilities.
5. Erf 3954 is considered desirable as it is a serviced erf located within the "General Industrial" zoned area of Swakopmund where noxious industries can be permitted with consent from the Council. Erf 3954 is located close to CT Hydraulics which currently services and manufactures equipment for Halliburton which will make logistical operations easier.
6. Locations in the desert are not practical as it does not have access to essential services such as electricity, internet, water, and roads. Serviced industrial property

in Walvis Bay has a high water table and is situated in the historical flow of the Kuiseb River whereas Erf 3954 is serviced and located well outside the Swakop River. The planned industrial areas outside of Walvis Bay are currently not serviced and suitable.

7. The climatic conditions of Swakopmund are more favourable compared to Walvis Bay as the radioactive sources are sensitive to temperature and humidity.
8. A comprehensive Radiation Impact Assessment and Environmental Impact Assessment was undertaken and it recommended that the proposed activity can continue on Erf 3954 provided that the necessary safety and security measures are implemented.
9. All potential risks and liabilities will be borne by Namaquanum Investments Two CC and Halliburton.

13. Summary

- Namaquanum Investments Two CC, the proponent and registered owner of Erf 3954 Swakopmund Extension 10 (the site) has appointed Stewart Planning to apply for the Council's consent to use buildings for the storage and handling of radioactive sources.
- The radioactive sources will be Caesium-137 and Americium-241 Beryllium which are useful for their radioactive properties to calibrate drilling equipment to locate pockets of oil under the seabed. Without these sources, operators will be drilling blind.
- Erf 3954 Swakopmund Extension 10 measures 5,489m² in extent, contains an existing warehouse and boundary walls and is connected to essential services such as electricity, water, internet and roads. It is currently zoned "General Industrial" in terms of Swakopmund Amendment Scheme No.12 which permits a "Noxious Industry" with consent from the Swakopmund Council.
- The proposed use of land and buildings is indicated on the site development plan provided in Figure 1 on page 5. The intention is to use Caesium-137 and Americium as two radioactive sources which are used to calibrate and test drilling equipment for the oil and gas industry.
- Sources are imported, transported, and used on-site, and once depleted will be returned to the country of origin for safe disposal. No radioactive waste will be dumped in Namibia.
- The proponent has appointed Geo Pollution Technologies to undertake a comprehensive Environmental Impact Assessment (EIA). A radiation specialist was

appointed to prepare a Radiation Impact Assessment (RIA). The full EIA report is available online to read with reference number APP-004066.

- The EIA and RIA provided evidence that the proposed activity, subject to appropriate safety and security measures, will not create a danger to employees, neighbours and members of the public.
- The consent use application was advertised and received widespread objections between 21 February and 08 March 2024 as attached Annexure A. A general response to common concerns and questions has been provided on page 15 of this report. Therefore, the consent use is a disputed case.
- The radioactive sources are essential for the oil and gas industry. Without the useful radioactive properties, drilling operators will be drilling blind. Significant investments have been made in Swakopmund which will help diversify the economy.
- Halliburton wishes to start drilling operations in October 2024, therefore, the Council's consent is urgently needed in support of the project.

14. Recommendation

After careful consideration, the following is recommended to the Council:

ERF 3954, EINSTEIN STREET, SWAKOPMUND EXTENSION 10: CONSENT FOR A NOXIOUS INDUSTRY (STORAGE AND HANDLING OF RADIOACTIVE SOURCE MATERIAL)

It is recommended that:

- [1] The Council takes note of the objections from the Swakopmund community, the presentation from Namaquanum Investments Two CC (the applicant) and Geo Pollution Technologies (Pty) Ltd on 30 July 2024, and the Environmental Assessment Scoping Report dated July 2024 (APP-004066).
- [2] The Council takes note that the proposed development is not meant for the storage of radioactive or nuclear waste but the storage of limited quantities of useful radioactive material used in the oil and gas drilling industry.
- [3] Conditional consent be granted to Namaquanum Investments Two CC (the applicant) to lease and operate a noxious industry (storage and handling of radioactive source material) on Erf 3954, Swakopmund Extension 10 subject to the following conditions:
 - a. The applicant obtains a valid Environmental Clearance Certificate from the Environmental Commissioner in terms of the Environmental Management Act No. 7 of 2007 and adheres to all requirements of the approved Environmental and Radiation Management Plan.
 - b. The applicant obtains a license from the National Radiation Protection Authority in terms of Atomic Energy and Radiation Protection Act No. 5 of 2005.
 - c. The Council accepts no responsibility or liability resulting from the construction and operation of the facility, and that all risks and costs are borne by the applicant and operator.
 - d. That Council's consent will lapse after 5 years from the date of notification and application to renew such consent must be submitted to the Council for renewal of its consent.
 - e. The Council reserves the right to terminate their consent, if after affording the applicant a hearing, it is of the opinion that owing to a change of circumstances or for any other reason it is undesirable for the consent to remain in force.
- [4] That the applicant and objectors be notified of the Council's decision and their right to lodge an appeal to the Minister of Urban and Rural Development within twenty-one (21) days from the date of the decision in accordance with the Urban and Regional Planning Act No. 5 of 2018.

Yours sincerely,


.....
Johann Otto

Town & Regional Planner



Tel: +264 64 280 773 | Email: otto@stpw.com.na

15. References

Faul A, Bosman Q, Pelser E. June 2024. Storage and Handling of Radioactive Source Material on erf 3954, Swakopmund, Erongo Region: Environmental Assessment Scoping Report.

Namibia. 2007. Environmental Management Act 7 of 2007.

Namibia. 2018. Urban and Regional Planning Act 5 of 2018.

Swakopmund Municipality. 2002. Swakopmund Town Planning Amendment Scheme No.12.

Swakopmund Municipality. 2020. Swakopmund Town Planning Amendment Scheme Number 71 (draft).



STEWART PLANNING
TOWN & REGIONAL PLANNERS

First Floor, 122 On Main
122 Sam Nujoma Avenue
Walvis Bay

P.O. Box 2095
Tel: (064) 260 773
Email: otto@sp.com.na

Reference: 3954S

Date: 29 August 2024

**SWAKOPMUND EXTENSION 10: ERF 3954, EINSTEIN STREET
CONSENT FOR A NOXIOUS INDUSTRY (RADIOACTIVE HANDLING AND STORAGE FACILITY)**

PROOF OF CONSULTATION



Figure 1: Photo of the A3 public consultation notices on the entrance gate of Erf 3954 (Date: 16 Feb 2024).



Figure 2: Notice that was on display at the Swakopmund Municipality (Date: 16 Feb 2024).

Stewart Town Planning CC (CC No. 2020/00365)
Member: Bruce Stewart B.Sc. TRP (Wits)

4 NAMIB TIMES

COMMUNITY NEWS

14 FEBRUARY 2024

Arandis Residents Demand Improvement in Services

Sharlien Tjamberi

The absence of doctors and ambulance services at the Arandis State Clinic is becoming a problem, especially for the elderly who are unable to travel long distances to the nearest state hospital in Swakopmund.

Residents living in Arandis claim that they only see a doctor once a week, yet there are doctors at the Arandis clinic. A pensioner, John English (76), said, "Sometimes the doctors come every second week on a Thursday, first they were coming on a Wednesday but now it is every second week on Thursday. We have so many elderly here. Doctors' facilities here and the doctors get a salary every month-and from the government and not from an individual, so why can Arandis not get a doctor? What is the reason we are not having a doctor? It is alleged that when the ministry sends a doctor to

Arandis, they only send one doctor who then has to attend to all the patients. English said he lost his leg due to the negligence of the clinic staff and the fact that there was no doctor at the clinic to attend to him. He also stressed the importance of having an ambulance service. When asked what the council is doing to ensure that the Ministry of Health sends doctors to Arandis and at least an ambulance, the Public Relations Officer for the Arandis Town Council, Irene Jacobs, said, "It is understandable that the community of Arandis would expect some form of assistance from the council regarding the issues they're facing with the clinic," Jacobs further said, "While the clinic itself might not fall directly under the council's jurisdiction, but with the Ministry of Health and Social Services, ensuring access to healthcare services and emergency response is undoubtedly a concern for the community's well-being."

According to Jacobs, the Arandis Town Council has received requests from the public regarding the availability of doctors and ambulances in the town. These requests highlight the importance of having adequate healthcare infrastructure in place to address the needs of the community. Therefore, the Arandis Town Council sees it as essential for the council to engage with the Ministry of Health and Social Services to explore potential solutions to improve healthcare access and emergency response in Arandis. Jacobs said, "This might involve advocating for increased staffing at the clinic, coordinating with medical professionals to enhance service availability, and collaborating with emergency services to ensure prompt response times. We would like to reiterate that we can only try as a council and hope that the Ministry of Health and Social Services understands our dire need." Attempts to get hold of the Ministry of Health for comment were unsuccessful.



Ondjamba Street Now Open

Sharlien Tjamberi

The newly upgraded Ondjamba Road Phase I, which was upgraded at the tune of N\$6 300 421.05, was officially opened to the public on Wednesday this week.

Road works on Ondjamba Street commenced on Monday, 28 August 2023. This occasion marks the transformation of a once gravel road into a modern interlocked street, symbolising progress and prosperity for the residents of Swakopmund. During the official opening of the road, the Mayor of Swakopmund, Dina Nambebe, said, "Our ultimate goal is to promote general welfare in a cost-effective manner with the limited resources that we have available." According to

Nambebe, the transition from a gravel road to an interlock street signifies not only an aesthetic enhancement but also a functional improvement in transportation and connectivity. The newly upgraded Ondjamba Road will not only facilitate smoother traffic flow but also enhance pedestrian safety, thereby fostering a more vibrant and cohesive community. A safe and serviceable road network is an essential requirement for the well-being of any community. There are also plans to extend

Reasoning of Erf 3237 Hentzenstr Extension 1A, and subdivision, sale, permanent closure, and rezoning of Portion A of Erf 3347, and Portion B of Portion 94

Take note that Outer Bulk Investments (Pty) Ltd (the applicant) intends to develop a double storey hotel premises on Erf 3237 Hentzenstr Extension 1A.

In addition, the applicant has applied to purchase a portion of the adjacent public open space and street which they intend to consolidate with Erf 3237 Hentzenstr Extension 1A to accommodate a lounge off site for the proposed development. The proposed subdivisions are recommended for approval, subject to conditions by Heratzen Bay Council at their meeting held on 6 September 2023 (0683669/2023/08/2023).

The applicant has approved heretofore Planning - Servo & Regional - Matters to submit the following reasons, sale, permanent closure, and planning applications:

(1) Consent Application;

(2) Rezoning of Erf 3237 Hentzenstr Extension 1A from "General Residential 17" (1:25000) to "General Residential 27" (1:25000) to permit a hotel premises as a primary use;

(3) Subdivision of Erf 3347 Hentzenstr Extension 1A (total "Public Open Space"), into Portion A (1:15000) and the Remainder of Erf 3347 Hentzenstr Extension 1A (500m²);

(4) Subdivision of the Remainder of Portion 94 of the Farm Hentzenstr Servo No. 133, into a piece of 1000,000 m² (100000m²) and the Remainder of Portion 94 of the Farm Hentzenstr Servo No. 133;

(5) Rezoning of Portion A from "Public Open Space" to "General Residential 17" (1:25000);

(6) Rezoning of Portion B from "Street" to "General Residential 27" (1:25000);

(7) Consolidation of Erf 3237 Hentzenstr Extension 1A (1440m²), Portion A (1:15000), and Portion B (1:15000) into consolidated Portion 3A (1:15000);

(8) Application for an Environmental Clearance Certificate for the permanent closure and rezoning of Portion A and Portion B.

Take further note that:

(a) the consent application and site development plan for use for a double storey hotel premises at the Municipality of Heratzen Bay situated on the corner of Inakalapat Road and Nickerly Synthe Avenue, or can be downloaded from www.op.com.na website;

(b) any interested and/or affected party having comments, representations, and/or objections to consent, sale, and/or planning applications, or any purchase, may in writing lodge such comments, representations, and/or objections, together with the grounds thereof, with Stewart Planning and the Local Authority;

(c) written comments, representations and/or objections must be submitted before or on 17:00 Friday, 8 March 2024 to the addresses provided below.

I and/or Authority:

Chief Executive Officer Municipality of Heratzen Bay PO Box 11 Heratzen Bay 13065 Namibia

Applicant:

Stewart Planning 1100 8 Regional Planning PO Box 2293 Walvis Bay 13611 Namibia stpp@sp.com.na

CONSENT FOR A NOXIOUS INDUSTRY/HAZARDOUS STORAGE, (RADIOACTIVE SOURCE MATERIAL, STORAGE AND HANDLING FACILITY) ON ERF 3954 SWAKOPMUND EXTENSION 10

Take note that Stewart Planning has been appointed by Natanzonius Investments Two CC (the proposer) to apply for the Council's consent for a Noxious Industry/Hazardous Storage (Radioactive Source Material Storage and Handling Facility) on Erf 3954 Swakopmund Extension 10 (the site) in terms of Clause 6 of the Swakopmund Town Planning Amendment Scheme No. 12.

The proposer intends to construct an above- or below-ground bunker, built according to international safety standards, for the storage and handling of hazardous radioactive substances. The existing warehouse will also be used as a handling facility to perform calibration tests for drilling equipment used in the offshore oil-exploration industry. The site is situated in the general industrial area of Swakopmund along Erwinstr Street. The location of the site and proposed radio-active bunker are shown on the locality plan.

Take further note that:

(a) a consent application will be submitted to the Swakopmund Municipal Council for their consent for the storage and handling of hazardous radioactive substances on Erf 3954 Swakopmund Extension 10;

(b) any interested and/or affected party who has comments, representations, and/or objections to the proposed use of land or the erection and use of the proposed buildings may lodge such comments, representations, and/or objections with the Council and Stewart Planning;

(c) any written comments, representations, and/or objections must be submitted in writing before or on Friday, 17:00, 8 March 2024 to the addresses below:

Stewart Planning PO Box 2095 Walvis Bay stpp@sp.com.na

Chief Executive Officer Swakopmund Municipality PO Box 53 Swakopmund Namibia

Email all your news to newsdesk@namibtimes.net or call Eileen van der Schyff at 081 725 8068

Sharlien Tjamberi at 081 325 9372 or mail to: sharlief@namibtimes.net

Leandrea Mours at 081 621 7807 or mail to: journalist3@namibtimes.net

Rudi Bowe at 081 725 8066 or mail to: journalist5@namibtimes.net

LIST OF REGISTERED ITEMS POSTED



by IGNORANT OTTO STEWART PURNANI

Sender's reference no	Addressee's name and address	Registration no
1 Erf 3953	BENSUELA INDUSTRIES PO BOX 3017 SWAKOPMUND	BA 000 731 521 NA
2 Erf 3953	WORKERS TRUST PO BOX 178 SWAKOPMUND	BA 000 731 518 NA
3 Erf 3955	GLE CONSTRUCTION & BUNEX PO BOX 2200 SWAKOPMUND	BA 000 731 504 NA
4 Erf 3956	EINSTEIN INDUSTRIAL PARK PO BOX 11580 VINEHA	BA 000 731 487 NA
5 Erf 3976	NAMIBIA BREWERIES LTD PO BOX 11 SWAKOPMUND	BA 000 731 495 NA
6 Erf 625	TNV 625 BODY (PRIVATE) PO BOX 393 SWAKOPMUND	BA 000 731 535 NA

SWAPO
 SWI Reg No: 012441015
 afrikan 1970-2024
 Date: 14/10/24 TIME: 10:16:53
 Counter: 4 SWAPP. STOKENITE
 PO Product Price Unit
 6 Letter Registered Item 537,20
 Registered Item 1355,20
 (11 '95) Size No.
 (Recipient Name/STREET PLANNING)
 (Address Line 1-4 LETTERS)
 (Address Line 5-8 STREET PLANNING)
 (Address Line 9-BOX 2025)
 (Address Line 4-18 SWK)
 Product +1537,40
 Net +1537,40
 Pa Code Amount Rate Tax
 SWK 4 000 2017,50 332,63
 SWK 5 000 332,63
 Rate 00,00
 Rate Solfric
 Receipt No: 284-13101-4-141024-1
 THANK YOU FOR USING YOUR POST OFFICE
 SERVICE. CONTACT YOUR LOCAL POST OFFICE
 FOR MORE INFORMATION.

Number of Items 6 Received by IGNORANT OTTO STEWART PURNANI Date-stamp 14/10/24

No compensation will be considered unless enquiry regarding this postal article is made within one year after the date of posting.

P1/185

AND THAT APPEARER DECLARED THAT its said principal had on the 10th day of February 2009 sold, and that she, in her capacity as Attorney aforesaid, did by these presents, cede and transfer, in full and free property to and on behalf of

**NAMAQUANUM INVESTMENTS TWO CLOSE CORPORATION
REGISTRATION NUMBER : 2006/1531**

(hereinafter styled the TRANSFEREE)

It's Successors-in-Title or Assigns,

CERTAIN Erf No. 3954 Swakopmund,
Extension No. 10

SITUATE In the Municipality of SWAKOPMUND
Registration Division "G"
Erongo Region

EXTENT 5 489 (Five Four Eight Nine) Square metres, as will more fully appear from General Plan S.G No. A 850/98

HELD BY Certificate of Registered Title No. T. 6342/2002

SUBJECT to the following conditions imposed in terms of the Town Planning Ordinance, Ordinance 18 of 1954, as amended, namely :-

IN FAVOUR OF THE LOCAL AUTHORITY


- A. 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 Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.
- B. 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.

up

WHEREFORE the Appearer, renouncing all the Right and Title the TRANSFEROR heretofore had to the premises, did, in consequence, also acknowledge the TRANSFEROR to be entirely dispossessed of and disentitled to, the same, and that, by virtue of these Presents, the said TRANSFEREE, It's Successors-in-Title or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its Rights; and finally acknowledging the purchase price amounting to the sum of N\$1 215 126,80, but that transfer duty was paid on the amount of N\$1 056, 632,00 in terms of Act 14 of 1993.

SIGNED AT WINDHOEK on 02 JUN 2009
together with the Appearer, and confirmed with my Seal of Office


SIGNATURE OF APPEARER


REGISTRAR OF DEEDS

40

11.1.51 **SUPPORT FOR LEAP4HY PROJECT**
(C/M 2024/10/31 - 16/1/4/2/11)

Special Management Committee Meeting of 24 October 2024, Addendum 5.2 page 41 refers.

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

1. **INTRODUCTION**

An e-mail dated **21 December 2021** was received from Honourable Ambassador to France, Mr Albertus Auchamub nominating the Swakopmund Municipality as a recipient of a grant from AfriFoodCityChain (**Annexure "A"**).

Although not successful, in place thereof, the Council was awarded the CircuWasteVETAfrica Project and on 8 October Council further resolved inter alia:

(a) *That Council takes note that although the AfriFoodCityChain was not awarded to Swakopmund, a smaller component CircuwasteVETAfrica was approved for funding by the European Union.*

(b) *That Council approves the project which relates to the Circular Economy and Green Waste Micro Entrepreneurship and is in partnership with CosDec.*

(c) ...

2. **PROJECT**

The project coordinator Apodissi is applying for funding in respect of another project in collaboration with ENGreen, whereby intend to work together with Cosdec to develop a multidisciplinary vocational training programme in respect of renewable energy and green hydrogen skills development in Namibia. Although Council will not be a partner and will not benefit from the project directly, they are requesting for a letter of support in the form of a Memorandum of Understanding to be submitted in support of the project by 4 November 2024. Council will have no expenditure but can support by providing information and access to information.

The proposed MoU for the project is attached as Annexure "B".

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

RECOMMENDED:

- (a) **That the 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.**

From: albertus aochamub <aa@aochamub.com>
Date: 21 December 2021 at 15:07:15 CAT
To: Alfeus Benjamin <abenjamin@swkmun.com.na>
Subject: Afro Food City Chain

Good Afternoon chief.

We have been following a lot of your Council's efforts at urban regeneration and renewal. In that context I would like Swakopmund to consider participation in this initiative. It comes at no cost to Council but participation in the Chain allows us to raise the resources for your benefit.

Please revert to me with a preliminary ok before we formalise through the officialdom. The project promoters have a tight deadline since I only came across this yesterday and insisted on Namibian participation.

Albertus

**MEMORANDUM OF AGREEMENT
BETWEEN
LEAP4Hy Project Coordinator: EnGREEN
AND
SWAKOPMUND MUNICIPALITY**

INTRODUCTION

THIS MEMORANDUM OF AGREEMENT ("Memorandum"), dated 15 October, 2024 between EnGREEN ("Project Coordinator"), an organisation established under the laws of Italy, with its offices in Rome, Italy represented by Mr Carlo Tacconelli and Swakopmund Municipality (SWA) represented by Mr Alfeus Benjamin.

PREAMBLES

WHEREAS, EnGREEN (LEAP4Hy Project Coordinator) is an SME expert in energy transition and climate change mitigation actions through innovative business models, low-carbon technologies and de-risk investment strategies in Africa.

WHEREAS, Swakopmund Municipality is the public authority of Swakopmund town

WHEREAS, this Agreement has as its objective the collaboration of both organisations for the development of the LEAP4Hy Project in Namibia, and for this reason this Agreement facilitates the establishment of channels of communication that permit the creation and interchange of information, as well as technical, and institutional collaboration in the area of green hydrogen and renewable energy technical skills in Namibia.

WHEREAS, the missions of the Parties are complementary;

THEREFORE, the Parties wish to continue working together and in compliance with the following clauses:

GOAL

LEAP4Hy project intends to develop a multidisciplinary vocational training programme renewable energy and green hydrogen skills development in Namibia. LEAP4Hy will engage a wide array of stakeholders to determine the skilled labour needs of the renewable energy private companies & public utilities, with a focus on green hydrogen value chain that will arise from scaling up projects in Namibia. LEAP4Hy will develop and pilot a suitable and inclusive technical training programme to equip engineers and technicians (200) and to promote upskilling of employed labours (100) in Namibia with the necessary expertise for the construction and operation set of green hydrogen production plants. LEAP4Hy will ensure all the unemployed students complete their training with an internship (dual learning model) in private organisations and it will support their job placement organising a job fair. The project will initiate the formal accreditation of the training programme with the Namibian authorities. Furthermore, dedicated activities will be deployed to disseminate LEAPHy training modules also in Kenya and Mauritania. The LEAP4Hy implementing partners are: ENGREEN; University of Genova, COSDEF Vocational Training School in Swakopmund Namibia, ENDEVA (not for profit organisation based in Germany) and APODISSI, an SME based in Namibia focused on knowledge and technology transfer.

AREAS OF COLLABORATION

The collaboration will be focusing on the identification of the skill gaps in demand in the Swakopmund area in the renewable energy and Green Hydrogen value chain; the dissemination of LEAP4Hy opportunity for unemployed youth in the municipality; engagement of local stakeholders and dissemination of the LEAP4Hy results.

RESPONSIBILITIES OF EnGREEN

EnGREEN will lead and coordinate the LEAP4Hy project. It will also lead the development of the multidisciplinary vocational training programme and its multimedia contents in collaboration with all Project's partners and stakeholders.

RESPONSIBILITIES OF AFRICAN HYDROGEN PARTNERSHIP

SWA will contribute to the success and impact of the LEAP4Hy project providing insights on the renewable energy and green hydrogen industry impact on the Swakopmund community and the public governments needs. SWA will support the engagement of local stakeholders (private and public sector).

PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations is:

EnGREEN
 Francesco Roncallo
 Business Development Manager
f.roncallo@engreen.world
 +393407873969

Swakopmund Municipality
 Alfeus Benjamin
 Chief Executive Officer
 +264 81 142 1402

Such Principal Contacts may be changed in writing from time to time by their respective Parties.

USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

EFFECTIVE DATES AND AMENDMENTS.

This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of 30 months (till the completion of the LEAP4Hy Project, tentatively starting in April 2025 and ending in March 2027) from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.

The provisions of this MOU may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this MOU and any related agreement, workplan at any time and for any reason by giving thirty (30) days prior written notice to the other Party.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefore) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

TRANSFER OF FUNDS.

The parties acknowledge and agree that this MOU does not create any financial or funding obligation on either party.

NO JOINT VENTURE

Notwithstanding the terms "Parties" , the Parties agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

DISPUTE RESOLUTION

The Parties hereby agree that, in the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Parties agree that the dispute will be negotiated between the Parties through mediation, if Parties can agree on a mediator. The costs of mediation shall be shared equally by the Parties. Neither Party waives its legal rights to adjudicate this Agreement in a legal forum.

ENTIRETY

This Agreement, embodies the entire and complete understanding and agreement between the Parties and no amendment will be effective unless signed by both Parties.

EnGREEN
Carlo Tacconelli, CEO _____
Officer

Swakopmund Municipality
Alfeus Benjamin Chief Executive

Date: _____
Signature: _____

11.1.52

TRANSFER OF FUNDS TO THE 2024/5 FINANCIAL YEAR - SUPPLY, DELIVER AND INSTALL PLAYING APPARATUS

(C/M 2024/10/31 - 16/2/5/2)

Special Management Committee Meeting of 24 October 2024, Addendum **6.2** page **11** refers.**A. This item was submitted to the Management Committee for consideration:**

The financial year 2023/2024 was concluded at the end of June 2024 (**Annexure "A"**), however, one project to "supply, deliver and install playing apparatus" was just finalized. The project was granted to the successful bidder in May, and a purchase order dated 29 May 2024 (**Annexure "B"**) was issued for their account. Regrettably, the bidder was only able to conclude the project on 9th September 2024. The funds shown in the table below need to be transferred to the current financial year 2024/2025 to facilitate the Economic Development Services payment to the supplier.

Project Description	Amount Approved	Estimated Amount To Be Carried Over 2022/2023	Vote Number	Progress
Supply, Delivery, and Installation of Playing Apparatus (G/RFQ/SM-029/2024)	173 642.50	117 300.00	400531019100	The bid was awarded to the successful bidder on 23 May 2024, but the supplier failed to deliver in time.

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

- (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/RFQ/SM-029/2024)	N\$173 642.50	N\$117 500.00	400531019100

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

GO040-Financial Information - Summary and Detail

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

Year: 2324 Account: 400531019100 Opening Balance: 0.00

Develop. of New Parks

M	Month	Budget	Movement	Difference	Adj:	Budget
<input type="checkbox"/>	Jul	0.00	0.00	0.00		0
<input type="checkbox"/>	Aug	50090.90	0.00	50090.90		551000
<input type="checkbox"/>	Sep	50090.90	0.00	50090.90		551000
<input type="checkbox"/>	Oct	50090.90	377357.50	-327266.60		
<input type="checkbox"/>	Nov	50090.90	0.00	50090.90		
<input type="checkbox"/>	Dec	50090.90	0.00	50090.90		
<input type="checkbox"/>	Jan	50090.90	0.00	50090.90		
<input type="checkbox"/>	Feb	50090.90	0.00	50090.90		
<input type="checkbox"/>	Mar	50090.90	0.00	50090.90		
<input type="checkbox"/>	Apr	50090.90	0.00	50090.90		
<input type="checkbox"/>	May	50090.90	0.00	50090.90		
<input type="checkbox"/>	Jun	50091.00	0.00	50091.00		
TOTAL:		551000.00	377357.50	173642.50		

Budget	
Approved:	0
Additional:	551000
TOTAL:	551000

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:	377357.50
Not Updated:	0.00
TOTAL:	377357.50
BALANCE:	173642.50

- OK
- Home
- Quit

000 2015 749

Pandros Trading cc
POBox 1215 Gobabis
+264 (0) 81 439 1358
pandrostradingcc@gmail.com

TAX INVOICE



Banking details:
Pandros Trading cc
64281195692
282273
FNB Namibia

Date 9/9/2024
PO No 0001160183
VAT no 11541922
Invoice no PT010
Prepared by: T. Armas

Invoice To

Municipality of Swakopmund
POBox 53
Swakopmund
Namibia

Quantity	Description	Unit Price N\$	Taxable?	Amount N\$
2	Supply, Delivery, installation of jungle gym play apparatus	51,000.00	Yes	102,000.00
Subtotal				NAD 102,000.00
VAT Rate				15.00%
Sales Tax				NAD 15,300.00
Other				
TOTAL Due				NAD 117,300.00

TERMS AND CONDITIONS

PANDROS TRADING CC
CC/2018/08543
081 439 1358



WE APPRECIATE EVERY CUSTOMER

New order: 000 2015 749
Supplier code: P00133
Vote: 400531019100

ANNEXURE "B"



MUNICIPALITY OF SWAKOPMUND

 (064) 4104100
 (064) 4104213
 53 Swakopmund
 NAMIBIA
 Web www.swkmun.com.na
 swkmun@swkmun.com.na

Ref No: 16/2/5/2

Enquiries: Mr H Kanandjemo

23 May 2024

NOTICE TO BIDDER SELECTED FOR AWARD

PANDROS TRADING CC
P O BOX 1215
GOBABIS
11001
 0814391358
 pandrostradingcc@gmail.com

Dear Sir/Madam

PROCUREMENT REFERENCE NUMBER: G/RFQ/SM-029/2024 - SUPPLY AND DELIVERY AND INSTALLATION OF PLAYING APPARATUS

Kindly note that in terms of section 55 of the Public Procurement Act, (Act No. 15 of 2015) as amended, **PANDROS TRADING CC** has been selected for award.

You are hereby informed that the abovementioned bid with the total value **N\$117 300.00 (Vat Incl.)** has been accepted by the Accounting Officer.

Should you require more information, please do not hesitate to contact the Head of Procurement Management Unit, Mr. H Kanandjemo, at the telephone number (064) 4104104 or by e-mail, pmu@swkmun.com.na.

Yours faithfully,



Alfeus Benjamin
ACCOUNTING OFFICER
 /ph




11.1.53

NEW TRAVELING DATES FOR PARTICIPATION IN THE WORLD URBAN FORUM, 30 OCTOBER 2024 TO 10 NOVEMBER 2024, CAIRO, EGYPT

(C/M 2024/10/31 - 11/2 /5/3)

Special Management Committee Meeting of 24 October 2024, Addendum **6.3** page **00** refers.

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

INTRODUCTION

This submission seeks Councils approval on the additional traveling and subsistence expenses on the rescheduled traveling dates.

BACKGROUND

Council has approved for Mr Mpsi Haingura to participate in the above-mentioned event, which was scheduled to take place from **04-08 November 2024**, however the dates have been rescheduled to **30 October 2024 - 10 November 2024**.

Therefore, the traveling dates have increased from 6 days to 11 days which requires the travelling and subsistence amount to increase from N\$20 700.00 to N\$33 150.00.

5.13 **REQUEST FOR NOMINATION FOR PARTICIPATION IN THE WORLD URBAN FORUM, 04-08 NOVEMBER 2024, CAIRO, EGYPT**
(S/M/C 2024/07/30 - 11/2 /5/3)

RESOLVED: (For Condonation by Council)

CO: P
GM: CS&HC

- (a) That the General Manager: Corporate Services and Human Capital, Mr Mpsi Haingura be permitted to attend the World Urban Forum as from 04-08 November 2024 in Cairo, Egypt.
- (b) That the following estimated expenditure for travelling and subsistence expenses be defrayed from the Conference Expenses Vote 15-00-1-55-055-00 where N\$20000.00 is available.

Item	Lunch Tarif (1x400,00)	Overnight Allowance (2x1000,00)	Accommodation (2x1000,00)	Transport cost (N\$5.00/km)	Total
Overnight allowance in Windhoek (N\$2000.00) x 2	N\$400.00	N\$2000.00	N\$2000.00	(740km XN\$5.00) N\$3700.00	N\$8100.00
Overnight allowance visiting beyond SADC (N\$2100.00) x 6	0	N\$12,600.00	0.00	-	N\$12,600.00
Return ticket (estimate)		0.00			0.00
TOTAL EXPENDITURE ON SUBSISTANCE AND EVENT COSTS					N\$20,700.00

- (c) That the General Manager: Finance Source additional funds of N\$700.00 and transfer to the Conference Expense Vote: 15-00-1-55-055-00
- (d) That the General Manager: Corporate Services and Human Capital, Mr Mpsi Haingura be permitted to attend the World Urban Forum as from 04-08 November 2024 in Cairo, Egypt.
- (e) That the following estimated expenditure for travelling and subsistence expenses be defrayed from the Conference Expenses Vote 15-00-1-55-055-00 where N\$20000.00 is available.

Item	Lunch Tarif (1x400,00)	Overnight Allowance (2x1000,00)	Accommodation (2x1000,00)	Transport cost (N\$5.00/km)	Total
Overnight allowance in Windhoek (N\$2000.00) x 2	N\$400.00	N\$2000.00	N\$2000.00	(740km XN\$5.00) N\$3700.00	N\$8100.00
Overnight allowance visiting beyond SADC (N\$2100.00) x 6	0	N\$12,600.00	0.00	-	N\$12,600.00
Return ticket (estimate)		0.00			0.00
TOTAL EXPENDITURE ON SUBSISTANCE AND EVENT COSTS					N\$20,700.00

- (f) That the General Manager: Finance Source additional funds of N\$700.00 and transfer to the Conference Expense Vote: 15-00-1-55-055-00

SUMMARY OF EXPENDITURE					
Item	Lunch Tarif (1x400,00)	Overnight Allowance (2x1000,00)	Accommodation (2x1000,00)	Transport Cost (N\$5.00/Km)	Total
Overnight allowance in Windhoek (N\$2000.00) x 2	N\$400.00	N\$2000.00	N\$2000.00	(830 km X N\$5.00) N\$4 150.00	N\$8 550.00
Overnight allowance visiting beyond SADC (N\$2100.00) x 11	1 x N\$1500.00	N\$23 100.00	0.00	-	N\$24 600.00
Return ticket (estimate)		0.00		-	0.00
TOTAL EXPENDITURE ON SUBSISTANCE AND EVENT COSTS					N\$33 150.00

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

RECOMMENDED:

- (a) That Council takes note and approves the new traveling dates for the General Manager of Corporate Services and Human Capital, Mr Mpsi Haingura to attend the World Urban Forum from 30 October - 11 November 2024 in Cairo, Egypt.**
 - (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 of Finance Source additional funds of N\$12 450.00 and transfer to the Conference Expense Vote: 150015505500.**
-

World Urban Forum- Delegation Itinerary

Travel Information

Flight Windhoek to Cairo → 30.11, 17.45 → Arrival Cairo 31.11, 7.10

Flight Cairo to Windhoek → 09.11, 22.50 → Arrival Windhoek 10.11, 11.00

Detailed Programme

Time	Programme Item	Venue
Thursday, 31.10. 2024		
7.10	Arrival Cairo Airport (flight arrives early in the morning)	
	Transfer to GIZ Egypt Office	
10.30-12.20	Meeting with GIZ Egypt and Urban Development Fund (Breakfast will be provided) – See agenda attached	55 Street 18, Maadi as Sarayat Al Gharbeyah, Maadi, Cairo Governorate 4212240, location: https://maps.app.goo.gl/vLgjeSgDGMjjwbZPA
12.30	Transfer to Hotel	
13.00	Check in Hotel	Helnan Landmark Hotel South 90 st. 87 S Teseen, New Cairo 1, Cairo Governorate, Egypt
14.00	Free Time	
Friday, 01.11.2024 (Weekend)		
	Free Time	
afternoon	Possible (self-pay): Visit to National Museum	El-Fustat Road, Ein Elsira, Cairo Opening times: 9:00 AM - 5:00 PM & 6:00 PM - 9:00 PM, Last Ticket at 4:00 PM Book Ticket
Saturday, 02.11.2024 (Weekend)		
8.00-13.00	Visit Just to Pyramids with lunch Mr. Ashraf WhatsApp: +201001535118) Discovery Travel Group	Pick up from hotel
17.00-19.00	Boat Trip with dinner	Cafelluca Maadi Corniche El Maadi See Location
Sunday, 03.11.2024		
	TBC: Site Visit	
Monday, 04.11.2024		WUF Programme
9.30 – 10.30	Opening of Assemblies	International Exhibition Center
11.00-15.00	Different Assemblies	El-Moshir Tantawy Axis, Al Hay Al Asher, Nasr City
16.00-19.00	Opening Ceremony	City
19.00-21.00	WUF Reception	TBC

Tuesday, 05.11.2024		
10.00–12.00	Dialogues on Housing and Climate Crisis	International Exhibition Center El-Moshir Tantawy Axis, Al Hay Al Asher, Nasr City
	Site Tour on Social Housing organised by Urban Development Fund	Eastern New Cities
20.00	GIZ Get-Together (only GIZ colleagues)	TBC
Wednesday, 06.11.2024		
10.00–12.00	Dialogues on Stronger together and Financing Localisation and localising finance	International Exhibition Center El-Moshir Tantawy Axis, Al Hay Al Asher, Nasr City
	Site Tour on Upgrading of Informal Settlements organised by Urban Development Fund	Cairo Downtown
Thursday, 07.11.2024		
10.00–12.00	Dialogues on Putting People First in a Digital Era and The Loss of Home	International Exhibition Center El-Moshir Tantawy Axis, Al Hay Al Asher, Nasr City
9.00-10.30	Voices from the Cities: Empowering Cities for the Digital Age - Lessons from a data-driven resilience approach in Southern African Cities and towns	Room D
9.00-10.30	Training Event: Empowering Women for Resilient Urban Transformation of low-income and peripheral neighbourhoods	Multipurpose Room 10
Friday, 08.11.2024		
	WUF	
16.00-18.00	Closing Ceremony	
Saturday, 09.11.2024		
	Free time	
	Organise late check-out (18.00)	
19.00	Transfer to Airport: Cairo Airport Shuttle Bus London Cab Egypt BlueSkyGroup Paradise Travel Transportation in Egypt Cairo Airport Shuttle Bus Taxi & Limosine (cairoshuttlebus.com)	

Proposed Agenda - Partner Exchange - Namibia and UDF

Date	31.10.2024
Time	10:30AM – 12:20 PM (Cairo local time)
Location	EnSURE Cluster Office
Participants	<p>UDF Eng. Khaled Sedeek – TBC Dr. Marwa Ahmed – General Manager of International Cooperation and Community Participation, Urban Development Fund Eng. Hisham Gohar- Head of the Central Administration for Project Planning and Design</p> <p>GIZ Namibia and Local Partners Mpasi Haingura – General Manager Corporate Services and Human Capital, Swakopmund Municipality Adriano Abraham – Division Head: Town Planning and Urban Development, Rundu Town Council Paul Nghiwilepo – CEO: Town Planning, Mariental Freddy Shihopo – Head of Division: Town Planning, Rehoboth Town Council Thomas Haenert – Head of Inclusive and Sustainable Urban Development (ISUD) project Judith Middleton – Head of Component, ISUD II Martin Namupala – Senior Technical Advisor GIZ Vepura Karutjaiva – Technical Advisor ISUD II</p> <p>GIZ Egypt Efua Dadze-Arthur – Head of Capacity Building through Urban Infrastructure Development Project (CBUID); Sector Coordinator, Urban Development. Tamer Elshayal – Head of Institutional Development for Climate-resilient and Socially-just Urban Development CBUID</p>
Moderator	Efua Dadze-Arthur

Time	Subject	* Speaker
5 mins	Welcome Remarks	Moderator
20 mins	Introduction of participants	All Participants
20 mins	<p>UDF Presentation</p> <p><i>Key points for consideration:</i> Structure Funding mechanisms Cooperations Livelihoods creation</p>	TBC
20 mins	<p>Namibian Delegation Presentation</p> <p><i>Key points for consideration:</i> Contextual background Current developments in Namibia</p>	TBC
15 mins	Exchange on Learnings and Best Practices	All Participants
15 mins	Open Discussion	All Participants
5 mins	Closing Remarks	Moderator

11.1.54 **REQUEST FOR FINANCIAL ASSISTANCE TO PARTICIPATE IN THE 2024 NEDBANK DESERT DASH AND TO REPRESENT THE SWAKOPMUND MUNICIPALITY**

(C/M 2024/10/31 - 3/15/1/6/1)

Special Management Committee Meeting of 24 October 2024, Addendum **6.4** page **06** refers.

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

1. INTRODUCTION

Attached is an application from Mr Sakaria Shongolo and Mr Alden Strauss, requesting for financial assistance to participate in the solo category at the Nedbank Desert Dash 2024 as well as to represent the Swakopmund Municipality. The event is scheduled to start in Windhoek on the **06 December 2024** and conclude on **07 December 2024** at Platz Am Meer Mall in Swakopmund.

2. BACKGROUND

The Nedbank Desert Dash is recognized as the longest single-stage mountain bike race in Namibia and the world, attracting international participants as well as those from neighbouring countries, including Botswana and South Africa. An estimated 1,200 participants are set to partake in the cycling event, in which the 24-hour race covers 397 km from Windhoek to Swakopmund. The cyclists are expected to pedal over Khomas Hochkland Mountains through the Namib Desert to Swakopmund within 24 hours.

Among these participants are Mr Sakaria Shongolo and Mr Alden Strauss, both employees of the Municipality of Swakopmund, who are eager to compete in this year's race. Mr Shongolo believes that participating in this event contributes positively to the upliftment of our country, as the funds raised are geared towards progressive activities. He is dedicated to fostering local sports, providing a safe space for physical activity, and creating strong connections within the community. By participating in this event, he aims to promote the Swakopmund Municipality's colors and enhance its exposure as an organization that supports cycling, fitness, health, wellness, and camaraderie. This initiative will help strengthen community partnerships for the future.

Mr Alden Strauss began cycling in October 2019 and this event marks his fifth competitive outing. His journey includes participation in various marathons and endurance competitions, showcasing his commitment to physical fitness and community involvement. Notably, in 2022 and 2024, Mr Strauss cycled for a charity organization to raise funds for sanitary pads for Namibian girls, reflecting his dedication to social causes. More recently, in May, he took part in a challenging 555 km event, raising funds for grief and trauma relief for children and families, a cause that resonates deeply within our community.

3. REQUEST

The applicants are requesting Council's sponsorship to the value of **N\$13 104.40** for the following expenses:

Alden Strauss	Amount N\$	Sakaria Shongolo	Amount N\$
Accommodation	N\$ 1 485.00	Accommodation	N\$ 1 646.40
Bike repair	N\$ 1 800.00	Bike repair	N\$ 3000.00
Cycling gear	N\$ 2 600.00	Cycling gear	N\$ 2 600.00
Total	N\$ 5 858.00	Total	N\$ 7 246.00

(as per attached quotations)

It should be noted that the applicants have not indicated whether they have approached other potential sponsors.

4. DISCUSSION

The Municipality of Swakopmund has a commendable commitment to promoting health and wellness among its employees, as exemplified by Mr Shongolo's and Mr Strauss's participation in the Nedbank Desert Dash. By sponsoring them, Council will empower these sportsmen and create a sense of fellowship among staff and residents, reinforcing the idea that we value and encourage the passions of our employees outside of work.

Additionally, sponsoring Mr Shongolo and Mr Strauss presents an opportunity for the Municipality of Swakopmund to gain visibility and recognition. As they compete in the race, they will wear branded kits representing the Municipality, ensuring that our logo is prominently displayed to a wide audience, including fellow competitors, spectators, and media coverage.

The Sponsorship Committee on **22 October 2024** recommended that the total of **N\$10 000.00** be sponsored towards the cycling gears, bike repair services and accommodation expenses for both applicants. However, the cost for all the expenses is **N\$13 104.40**.

It was therefore proposed that Management Committee can approve the excess amount of **N\$3 104.40** to cover all the expenses, or the applicants should be informed to be responsible for the excess fees should the excess fees not be approved by Council.

5. CONCLUSION

In conclusion, Economic Development Services advocates for the Municipality of Swakopmund to consider sponsoring both Mr Shongolo and Mr Strauss participation in the upcoming Nedbank Desert Dash. This sponsorship not only supports an employee's personal ambitions but also reflects our shared values of health, community engagement, and social responsibility.

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

RECOMMENDED:

- (a) **That the 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.**
-



www.arebbusch.com | Tel: +264 61 252256
 Facsimile: +264 61 251670 | Email: reservations@arebbusch.com
 PO Box 80160, Windhoek, Namibia | 1 Golf Street, Olympia, Windhoek, Namibia
 Vat Reg No.: 0005 495-015 | NTB Reg No.: RES00024
 GPS Coordinates 22° 36' 41.50" S | 17° 05' 10.46" E

Mr S Shongolo
 ssshongolo@gmail.com

Booking Quotation

Date	17 Oct 2024 15:18
Booking	321280.1
Arrival	9 Dec 2024 14:00
Departure	10 Dec 2024 10:00
Guest(s)	1
Reference	
Status	Quote

Detail	Debit	Credit	Balance
Accommodation: 321280.1. Twin Standard Room, 1 day @ N\$1 346.40 per day Guest: Mr S Shongolo Tariff: Standard Guest Rate Unit type: Twin Standard Room 9 Dec 2024 — 10 Dec 2024, Adults: 1, Children: 0	N\$1 346.40		N\$1 346.40
Extras: 321280.1 DINNER2, Dinner 2, 1 PP @ N\$300.00 (incl)	N\$300.00		N\$1 646.40
Deposit schedule: 321280.1 N\$1 347.00 by 17 Oct 2024			
	N\$1 646.40	N\$0.00	N\$1 646.40

Banking Details

Account Holder:	Arebbusch	Bank Name:	First National Bank
Branch:	Old Power Station Branch	Branch Code:	282-672
Account Number:	55501159848	Swift Account:	FIRNNANX
Reference:	<u>Please quote your booking/reservation number as reference</u>		

TERMS AND POLICIES:**Deposit**

A 100% confirmation deposit is required prior to arrival to secure the booking. Should the confirmation deposit not be paid within the specified period and no other arrangement has been made with us in writing, we will unfortunately have to cancel the reservation cancel further notice.

Cancellation Policy

In the event of cancellation, the following rules shall apply:

+30 days prior to the arrival/event:	10% cancellation fee	30-15 days prior to arrival/event:	25% cancellation fee
14-8 days prior to arrival/event:	50% cancellation fee	7-4 days prior to arrival/event:	65% cancellation fee
3-0 days prior to arrival/event:	100% cancellation fee	No Shows:	100% cancellation fee

All cancellations should be done in writing. Send an email to reservations@arebbusch.com or a fax to (061) 251 670

Payment by Companies

If a reservation has been made for an individual on a company account and the aforementioned company fails to settle the outstanding amount, the guest accepts full responsibility therefore.

Check-in and Check-out Times

All guests are kindly reminded that check-out time is 10:00 am and check-in time is 2:00 pm, unless prior arrangement has been made with management. Management reserves the right to enforce the above.

Should it become necessary to move a guest's belongings as a result of a late check-out, Arebbusch, its owners, management and staff specifically accept no responsibility or liability for any loss or damage done to a guest's belongings.

Liability

All persons who enter Arebbusch, make use of the accommodation and all of the facilities provided by Arebbusch, do so entirely at their own risk. Arebbusch, its owners, management and staff specifically accept no responsibility or liability for any loss or damage sustained by guests or visitors as a result of accident, theft, injury and/or death.

Noise and Parties

Arebbusch provides accommodation as a Rest Camp. Accordingly, the accommodation areas are "No Noise Zones". No noise, which constitutes a nuisance to or disturbance of any guest of the Lodge, will be tolerated. We therefore respectfully request that you abide by the following:

1. Under no circumstances are you allowed or permitted to host or start a party at your room or campsite during your stay at Arebbusch.
2. Under no circumstances are you allowed or permitted to have visitors at your room or campsite. All your guest and/or day visitors must be received and hosted at the Restaurant only;
3. Noise in the form of music or loud talking at your room or campsite will not be tolerated or permitted;
4. Alcohol and drug abuse which leads to any disruption whatsoever will not be tolerated or permitted;

Arebbusch reserves the right to forthwith cancel the accommodation or visitation agreement between the Lodge and any/or all guests who do not heed to a request from management to maintain an acceptable noise level. In such event, the said guest(s) will forfeit any deposit or amount paid for accommodation or visitation and will be expected to vacate the premises immediately.

Accommodation WiFi Hotspot

Guests will receive 500 megabytes of free data (download/upload) for use via the Arebbusch Accommodation Wi-Fi Hotspot, per day that they stay at Arebbusch. Guests must please request their free voucher at the time that they check-in. If required, additional data may be purchased at either of the Arebbusch receptions. A pricing schedule for additional data is on display at both of the Arebbusch receptions and may, upon request, be emailed to you.

Data obtained for a specific period of time, is only valid for that period of time and cannot be carried forward to a following period of time.

Arebbusch, its owners, management and staff specifically accept no responsibility or liability for any loss or damage sustained by guests as a result of the Arebbusch Accommodation Wi-Fi Hotspot being temporarily unavailable.

Furthermore, as a result of internet speeds being subject to a contention ratio, Arebbusch, its owners, management and staff cannot guarantee upload or download speeds.

No Smoking Policy

The restaurant, conference/function venues, reception areas and accommodation units are strictly no smoking areas.

Any guest contravening the aforementioned gives implied consent to the levying of an N\$1,000.00 fine to their account and will not lodge any objection thereto. A guest that continues to disregard this policy will be asked to leave the premises.

Without prejudice to the aforementioned, the guest when accepting the Terms and Policies of Arebbusch, specifically accepts liability for any damage caused to persons or property through smoking in non-smoking areas, or through wilful or negligent action in designated smoking areas.

Pets

Pets are unfortunately not allowed in accommodation units.

By signing this document, you understand and agree to our terms and policies stipulated above.

.....
Guest

Thank you for your support!

.....
Reception

Kind regards,
Arebbusch

Quote Q49406**Mr-African Trading cc t/a Mannie's Bike Mecca**

Moses Garoeb St. 622

Unit No 4

Swakopmund

Tel: +264 64 463766

Fax: +264 886526456

Email: swakop@mbm.com.na

VAT Reg: 4967017-10-5


MANNIE'S
BIKE MECCA
 IMPOSSIBLE IS NOTHING

Shapwa Shongolo

Deliver To:

Document Date: 16/10/2024

Valid Until: 16/10/2025

VAT Reg No:

Customer Order No:

Delivery Details:

Page No. 1

Quantity	Description	Unit Price Inclusive	Ext. Price Incl
1	Full service 29" bike	550.00	550.00
1	Csixx TT Chaining 104 bcd Oval 34T Black	1,200.00	1,200.00
1	Sram PC-GX Eagle chain 12sp 125 Links	1,050.00	1,050.00
2	Stans per wheel	100.00	200.00

Bank Name: First National Bank
 Branch Name: Old Power Station
 Account Number: 62243073616
 Branch Code: 282-672

Nedbank Namibia
 Private Banking
 1100 046 1557
 461-089

Prices Include VAT

Sub Total Excl: 2,608.69

VAT Total: 391.31

Total (Incl): 3,000.00

QUOTE

NUMBER: QU00002057
 REFERENCE:
 DATE: 18/10/2024
 DUE DATE: 31/10/2024
 SALES REP:
 OVERALL DISCOUNT%: 0.00%
 PAGE: 1/1



FROM

4FIFTY SPORTS (PTY) LTD

VAT NO: 4190286445

POSTAL ADDRESS:
 649 Spes Bona drive

Moreletapark
 Pretoria
 0044

PHYSICAL ADDRESS:
 649 Spes Bona drive

Moreletapark
 Pretoria
 0044

TO

MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:

P.O. Box 53
 Swakopmund
 Namibia

PHYSICAL ADDRESS:

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	DISCOUNT	NET TOTAL	GROSS TOTAL
450A - 4FIFTY AERO RACE JERSEY	4.000	R925.00	0.00%	0.00%	R3,700.00	R3,700.00
450D - GENERAL PROJECT DESIGN START UP FEE	1.000	R1,500.00	0.00%	0.00%	R1,500.00	R1,500.00

TERMS AND CONDITIONS BELOW:

NAMIBIA ORDERS EXCLUDES VAT AND SHIPPING
 COURIER COMPANY WILL INVOICE IT WHEN IT CROSSES THE BORDER

4 Fifty Sports (Pty) Ltd
 FIRST NATIONAL BANK (South Africa)
 ACC: 62804773374
 BRANCH: 230732

Total Discount	R0.00
Total Exclusive:	R5,200.00
Total VAT:	R0.00
Sub Total:	R5,200.00
Grand Total:	R5,200.00

TERMS AND CONDITIONS

- Pricing: All prices are exclusive of VAT.
- Payment: Full payment is required to confirm an order.
- Alterations: Any alterations made to a proof design may result in delays to the delivery date.
- Artwork errors: We will not be held responsible for any spelling or artwork errors once an order has been approved.
- Artwork accuracy: It is the purchaser/client's responsibility to ensure that every element of the artwork is correct.
- Sizing: The purchaser/client is responsible for selecting the correct sizing. Custom items cannot be exchanged or returned due to incorrect sizing.
- Colour differences: Colour differences of up to 5% are acceptable, and up to 10% when using different kinds of textiles.
- Intellectual property: The purchaser/client is responsible for the proper and authorized use of logos and other intellectual property rights of third parties used in the design or pattern. 4Fifty Sports/Tactic Sports Trading cannot be held responsible in this respect.
- Lead time: A minimum of six to eight weeks is required to process an order unless specified otherwise (6 weeks on average, 8 weeks during peak season).
- Delivery: Unless explicitly agreed in writing, delivery and execution deadlines are only provided as a guide and are not binding. We will not be held responsible for delays caused by external factors beyond our control, including customs, counters, or factory delays. Delivery within RSA is included, while delivery outside RSA is unfortunately not included.
- Cancellation and refunds: There will be no refunds for cancelled orders.
- Validity: This quote is valid for thirty days.

BALANCE DUE

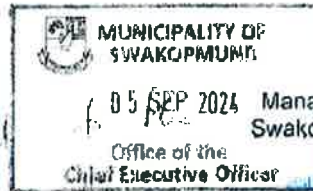
R5,200.00

3/5/6/1

Mr. Strauss

Kely Strauss

Swakopmund Municipality



AD Strauss

Manager: Works / Cyclist
Swakopmund Municipality

081 128 9116

ad.trauss@swakopmund.na
www.swakopmund.na

20 August 2024

The CEO
Swakopmund Municipality
PO Box 53
Swakopmund



AD Strauss

Dear Mr. Benjamin,

REQUEST FOR FINANCIAL SUPPORT TO PARTICIPATE IN THE 2024 NEDBANK DESERT DASH AND TO REPRESENT THE SWAKOPMUND MUNICIPALITY

The Nedbank Desert Dash is regarded as the biggest event in Namibian cycling and attracts international participants as well as those from our neighboring countries Botswana and South Africa.

The event is known as the longest single-stage mountain bike race in the world and this year will be its 20th anniversary.

The 24-hour race covers 397km from Windhoek to Swakopmund and cyclists must pedal over the Khomas Hochland Mountains through the Namib Desert to Swakopmund within 24 hours.

This annual event is seen more than 1200 participants converging on Swakopmund where thousands of spectators, friends and families await to cheer them on at the finish line.

I, Alden Strauss, seek financial support from the Swakopmund Town Council to participate in the solo category at the Nedbank Desert Dash 2024:

This mountain bike race starts in Windhoek on 6 December 2024 @ 15H00 and conclude on 7 December 2024 at Platz Am Meer Mall in Swakopmund.

I've been cycling since October 2019 and have gained a great deal of experience by participating in various marathon and endurance competitions.

This will be my fifth Desert Dash, in 2022 and 2023 I cycled for a charity organization to raise funds for sanitary pads for the Namibian girl child.

In May this year I participated in a 555km – 50 hour event whereby funds were raised to assist children and families with grief and trauma relief.

Financial assistance required for:

- Nedbank Desert Dash entry ticket at a cost of NS 4,000.00
- Branded Cycling gear / kit (clothing) at an estimated cost of NS 3,500.00
- Bike major service and accessories at an estimated cost of NS 1,800.00

- Transport fuel to Windhoek (351.8 Km) and the support vehicle fuel (393 Km Dash route), total travelling distance = 744.8Km at N\$ 5.50 per Km at an estimated cost of N\$ 2,513.30
- Food and cycling refreshments at an estimated cost of N\$ 1,500.00
- Accommodation, breakfast and dinner for one night in Windhoek at an estimated cost of N\$ 1,485.00
- Total value of the items requested above is N\$ 14,798.30

As a 100% Swakopmunder and proud employee of the Swakopmund Municipality I seek to represent this great organization wearing Municipal branded cycling attire during the entire event to promote our town as the destination of choice in Namibia.



Quote Q48661

Mr-African Trading cc t/a Mannie's Bike Mecca

Moses Garoeb St. 622
 Unit No 4
 Swakopmund
 Tel: +264 64 483768
 Fax: +264 886526466
 Email: swakop@mbm.com.na
 VAT Reg. 4967017-10-5



<p>Alden Strauss Alden Strauss 0811289116</p>	<p>Deliver To: swakopmund</p>
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Document Date: 29/08/2024
 Valid Until: 29/08/2025
 VAT Reg No:
 Customer Order No:
 Delivery Details:

Page No. 1

Quantity	Description	Unit Price Inclusive	Ext. Price Incl
1	Full service Ray	550.00	550.00
1	Sram PC-GX Eagle chain 12sp 128 Links	1,050.00	1,050.00
2	Stans per wheel	100.00	200.00

Bank Name: First National Bank	Nedbank Namibia	Prices include VAT	Sub Total Excl:	1,565.21
Branch Name: Old Power Station	Private Banking		VAT Total:	234.79
Account Number: 62243073616	1100 046 1557		Total (Incl):	1,800.00
Branch Code: 282-872	481-089			



Town Lodge Windhoek

PO Box 81226, Olympia, Windhoek, 9000

Tel: +26483 356 3431 Fax: +26483 356 3437 - townlodgewindhoek@citylodges.com

QUOTATION FOR ACCOMMODATION

Thank you for your enquiry at Town Lodge Windhoek. Please find below details of the quotation as requested:

Date: 21/08/2024
Quote number: 835BB/929

Accommodation					
Arrival	Departure	No. of Nights	Quantity	Description	Total (incl. VAT)
05/12/2024	06/12/2024	1	1 room	Bed & Breakfast @ avg. 1,485.00 PD	1,485.00
SUB TOTAL					1,485.00
TOTAL					1,485.00 NAD

Non - VAT items
PD - per day

Please note that this is only a quotation. No reservation has been made. Please contact the hotel if you would like to convert this quotation into a reservation (subject to availability).

- This quote is valid for 7 days after the Quote date.
- Please refer to our website www.tlh.com for our terms and conditions.
- Breakfast will be an additional charge if not included in the accommodation rate.

Please do not hesitate contacting us should you require any further assistance or information.

Kind Regards,
Godwin Gariseb

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