

# AGENDA

Ordinary Council Meeting

on

**THURSDAY**

**28 OCTOBER 2021**

at

**19:00**



**MUNICIPALITY OF SWAKOPMUND**



# MUNICIPALITY OF SWAKOPMUND

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Ref No 5/2/1/1/2

Enquiries: Uanjenguaije Tjiurutue

20 October 2021

The Mayor and Councillors  
Municipality  
**SWAKOPMUND**

Dear Sir / Madam

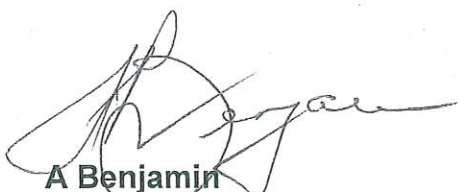
## NOTICE: ORDINARY COUNCIL MEETING

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

**DATE** : **THURSDAY, 28 OCTOBER 2021**

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

**TIME** : **19:00**



**A Benjamin**  
**CHIEF EXECUTIVE OFFICER**

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1. OPENING BY PRAYER, IF SO DESIRED

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2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL

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3. APPLICATIONS FOR LEAVE OF ABSENCE BY MEMBERS OF COUNCIL

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4. CONFIRMATION OF MINUTES OF THE PREVIOUS MEETING OF COUNCIL  
(C/M 2021/10/28 - 5/2/1/1/2)
- 4.1 Minutes of the Ordinary Council Meeting held on 30 September 2021.  
(pp 135/2021 - 156/2021)

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5. OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS

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6. INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF A COUNCIL
- 6.1 Long Service Awards.

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7. PETITIONS  
None.

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8. MOTIONS OF MEMBERS  
None.

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9. ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN  
None.

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10. REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1) (E) OF THE ACT
- 10.1 REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING SEPTEMBER AND OCTOBER 2021

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11. **RECOMMENDATION OF THE MANAGEMENT COMMITTEE**11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 14 OCTOBER 2021**

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11.1.13	Application For The Relaxation Of The On-Site Parking On Erf 3289, Mondesa (Extension 7)	M 3289	105

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

None.

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

None.

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETINGS HELD ON 14 OCTOBER 2021**10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETINGS HELD DURING SEPTEMBER AND OCTOBER 2021**

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**MINUTES**

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Monday, 30 September 2021 at 09:00.**

**PRESENT:**

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

**OFFICIALS:**

Mr C McClune	:	Acting Chief Executive Officer
Mr V S Kaulinge	:	GM: Economic Development Services
Mr H !Naruseb	:	GM: Finance
Ms L N Mutenda	:	GM: Health Services & SWM (Acting)
Mr A Plaatjie	:	GM: Corporate Services & HC (Acting)

**ALSO PRESENT:**

None.

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

The meeting was opened with the singing of the National Anthem.

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

On proposal of Councillor P N Shimhanda seconded by Councillor E Shitana, it was:

**RESOLVED:**

**That the agenda be adopted.**

CO: A Acting GM: CS&HC
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3. **APPLICATIONS FOR LEAVE OF ABSENCE AND DECLARATION OF INTEREST BY MEMBERS OF COUNCIL**

3.1 Application for leave of absence:

Councillor C-W Goldbeck : Alternate Chairperson of MC  
Councillor H H Nghidipaya : Member of Council

3.2 Declaration of interest:

None.

4. **CONFIRMATION OF MINUTES**  
(C/M 2021/09/30 - A 2/3/5)

4.1 **MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 30 AUGUST 2021**

On proposal of Councillor M Henrichsen seconded by Councillor P N Shimhanda, it was:

**RESOLVED:**

CO: A  
Acting GM: CS&HC

**That the minutes of the Ordinary Council Meeting held on 30 August 2021, be confirmed as correct.**

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

(C/M 2021/09/30 - A 2/3/5)

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

*Good Morning and Welcome to The Council Meeting and Announcements.*

*Before I Start with The Announcements, I Would Like to Take Few Minutes to Honour and Celebrate the Following Staff Members for Their Long Service to The Municipality of Swakopmund.*

***Ladies and Gentlemen***

*Dedicated, Persistent, Efficient, Industrious Are All Adjectives That Can Be Used to Describe These Staff Members. They Have Earned Recognition Today for Their Hard Work and Loyalty to The Municipality for Years Ranging from 10 To 30.*

*On Behalf of the Council, Members of The Staff Please Accept Our Sincere Gratitude Towards Your Contribution.*

*There Is an Irish Proverb That Says, "In Our Togetherness, Castles Are Built" We Wish to Continue Many More Years with You in Efforts to Keep Carrying Out Our Municipal Vision.*

***Ladies and Gentlemen***

*Please Help Me Celebrate and Honour the Following Staff Members as We Present Them with Their Long Service Awards.*

**10 Years Service**

*Mr. Axel Madume  
Mr. Sebron Shikesho*

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**20 Years Service***Mr. Petrus Ndiweteko***30 Years Service***Ms Marinda Bahr  
Mr Erastus Kashona***Honourable Councilors, Ladies and Gentlemen***Please Allow Me to Present to You the Brief Highlights On the Events and Activities That Took Place During the Month of September.***In Relation to The Public***In No Order:*

- *A Notice to The Public Was Released from The Mayoral Office to Discourage the Theft of Prepaid Stand Batteries Located in DRC.*
- *The Month of October Was Declared Clean Up Month Encouraging Businesses, Schools, And Civic Organisations to Clean Their Parameters, And as A Result Swakopmund.*
- *Lastly, Dog and Cat Dipping and Injection Services Were Provided by The Municipality to The Public.*

**In Relation to Housing**

- *It Is My Pleasure to Announce That the Community of Wagdaar Is to Receive Streetlights. They Will Be Located Between Extension 41 And 42*
- *The Shack Dwellers Federation, Who Operates On Its Own in Managing Their Resources and Funds. Has Commenced with Excavation Work, After They Successfully Applied for Land to The Council.*
- *Lastly in Housing Highlights, The Social Housing Project Is Part of 40/40 Initiative Which Address Housing Needs for Residents of The DRC Informal Settlement. I Glad to Announce That 40 Houses Are Nearing Completion.*

**In Relation to Events and Meetings***The Office of the Mayor Participated in:*

- *Community Meetings with Various Public Members Who Required Assistance from Council*
- *Addressing The Audiences of Heritage Week and Domestic Tourism Campaign*
- *Attended The Inauguration of BIPA Walvis Bay and The Namibia/Botswana Joint Permanent Commission*
- *Hosted A Courtesy Visit from The Deputy Mayor of Katima Mulilo and Her Delegation*

**In Relation to Donations and Handovers**

- *The Council Donated Mattress and Beds Through the Governor's Office to Pensioners Who Were Apart of the Fire Victims.*
- *It My Honor to Additionally Announce That We Received Storage Containers from Rossing Uranium to Facilitate Donation Parcels.*
- *Inspired by That Generous Donation by Rossing Tangeni Shilongo Namibia Donated 50x Maize Meal and 50x Flour Packages to The Office. The Official Handover Ceremony Will Be Held Next Week, 5<sup>th</sup> Of October 2021*
- *At The Heart of It All, It Is My Profound Honor to Announce That the Japanese Embassy, Through The Rotary Club Donated Two Ambulances to The Municipality. Making Us the Second Municipality, Behind Windhoek to Own Our Own Ambulances. I Am Positive That This Donation Will Add Value to The Work of the Emergency Division of the Council and Improve Our Capacity to Respond to Emergencies.*

**Ladies and Gentlemen**

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*In Conclusion, I Would Like to Thank Each and Every One Who Had a Hand in Organizing and Assisting with The Success of This Month's Events and Activities. This Month Has Been Filled with A Lot of Impactful Initiatives.*

*I Would Also Like to Take Some Time to Remind and Encourage You to Keep Complying with The Covid Regulations. Wear Your Masks, Sanitize Your Hands.*

*That Is All We Had for Today, Thank You for Your Undivided Attention.*

**Honourable Councilors, Ladies and Gentlemen**

*We Will Now Continue with Our Deliberations.  
Thank You.*

*Louisa Kativa  
Mayor*

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

None.

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7. **PETITIONS**

None.

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8. **MOTIONS OF MEMBERS**

None.

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

None.

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

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETINGS HELD ON 16 AND 28 SEPTEMBER 2021**

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETINGS HELD DURING AUGUST AND SEPTEMBER 2021**

**RESOLVED:**

<p>CO: A Acting GM: CS&amp;HC</p>
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**That the Management Committee resolutions of 19 August 2021 and 16 September 2021 be noted.**

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11. RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE11.1 MANAGEMENT COMMITTEE MEETINGS HELD ON 19 AUGUST 2021, 16 AND 28 SEPTEMBER 202111.1.1 SALE OF ERF 7041, MONDESA TO UHILI NECESSITY WELLNESS TRUST: CANCELLATION OF SALE  
(C/M 2021/09/30 - M 7041)RESOLVED:CO: P  
Acting GM: CS&HC

That Messrs Uhili Necessity Wellness Trust be given an extension of time until 31 December 2021.

11.1.2 EXTENSION OF AGREEMENT WITH COUNCIL ON THE ENTREPRENEURS PROGRAMME WITH THE DOME  
(C/M 2021/09/30 - 14/1/1/2)RESOLVED:

GM: EDS

- (a) That the proposal by Messrs the Dome Swakopmund to extend the financial commitment into the Entrepreneurship Factory be noted.
- (b) That the Dome Swakopmund be advised that the Council will assess the progress and impact made upon completion of the "Be Your Own Boss" Entrepreneurship training programme to determine future investment.
- (c) That the Dome submits update progress report on "Be Your Own Boss" entrepreneurs and Para Olympic athlete.
- (d) That the Dome Swakopmund be advised to engage other stakeholders to get more partners on board and secure more sponsorship toward the Entrepreneurship Factory.

11.1.3 SWAKOP FOOD FESTIVAL FOR DECEMBER 2021  
(C/M 2021/09/30 - 14/2/2/1/3, 14/1/3/1)RESOLVED:

GM: EDS

- (a) That permission be granted to Ms Dalene Stephanus to host a mid-annual Swakopmund Food Festival on 28<sup>th</sup>-29<sup>th</sup> December 2021 at the Thomas Hamunyela Amphitheatre between 08am and 8pm subject to the following conditions:
- (i) That the following rental be charged:
- Refundable Deposit = N\$724.00
  - Rental Fees x 3 day = N\$3 240.61 (i.e. N\$939.38 X 3 plus 15% VAT)
- (ii) That noise be restricted to the immediate surrounding area (i.e. 85 Decibels) and upon any complaints of noise pollution or misbehaviour, the approval be terminated.
- (iii) That the applicant indemnifies Council against all and any claims in respect of damage to property and / or bodily injury to / loss of

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*life of people that may arise from the utilization of the property.*

- (iv) *That the applicant ensures that there is security during the event, and that the site is restored to its original state after use.*
  - (v) *That the applicant restores the area to its normal state after the event.*
  - (vi) *That the applicant ensures that all health protocols related to COVID-19 pandemic, are adhered to.*
  - (vii) *That the applicant must indicate whether refuse bins will be required and has to pay for the lease thereof as well as the removal afterwards (N\$32.00) per bin and N\$786.00 per truck load for the removal {15% VAT excluded}) as per approved budget.*
- (b) That Messrs Nedbank Swakopmund Food Festival ensures that there is sufficient power supply for the event, and should additional electricity be required, it be supplied at their own cost.**
- (c) That Messrs Nedbank Swakopmund Food Festival be responsible for sourcing for additional ablution facilities if required at their own costs.**
- (d) That Council grant permission to Messrs Nedbank Swakopmund Food Festival to host a beach bar at the Ok Parking, Northern Beach Area on 28<sup>th</sup>-31<sup>st</sup> December 2021 subject to the following conditions:**
- (i) *That the following rental be charged:*
    - *Refundable Deposit = N\$724.00*
    - *Rental Fees x 4 day = N\$4 321.15 (i.e. N\$939.38 X 3 plus 15% VAT)*
  - (ii) *That noise be restricted to the immediate surrounding area (i.e. 85 Decibels) and upon any complaints of noise pollution or misbehaviour, the approval be terminated.*
  - (iii) *That the applicant indemnifies Council against all and any claims in respect of damage to property and / or bodily injury to / loss of life of people that may arise from the utilization of the property.*
  - (iv) *That the applicant ensures that there is security during the event, to the satisfaction of the General Manager: Economic Development Services, and that the site is restored to its original state after use.*
  - (v) *That the applicant ensures that all health protocols related to COVID-19 pandemic, are adhered to.*
  - (vi) *That the applicant must indicate whether refuse bins will be required and has to pay for the lease thereof as well as the removal afterwards (N\$32.00) per bin and N\$786.00 per truck load for the removal {15% VAT excluded}) as per approved budget.*
  - (vii) *That the adjoining residential units be informed of the event for this period.*
  - (viii) *That the approval be given as a test case and be reconsidered in future.*

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11.1.4 **MESSRS PCGN SWAKOP URANIUM: AMENDMENT OF COUNCIL'S RESOLUTION PASSED ON 30 AUGUST 2021, ITEM 11.1.19 POINT (B)**

(C/M 2021/09/30 - 14/2/1/2, 16/1/4/2/1/14)

**RESOLVED:**

CO: P  
Acting GM: CS&HC

That Council amends its resolution of 30 August 2021 under item 11.1.19 (b) to read as follows:

- (a) That the remainder of the erven be offered to PCGN Swakop Uranium for the construction of houses for their employees.

11.1.5 **REQUEST FOR UPGRADING OF ROADS AND STREETS**

(C/M 2021/09/30 - 16/1/6/1)

**RESOLVED:**

GM: EPS  
GM: F

- (a) That Council takes note that proposals have been received by the public to contribute to a portion of the costs to upgrade the streets in their neighbourhood.
- (b) That the public, who request for street upgrading, be informed that no budgetary provisions have been made for this Financial Year.
- (c) That the request for the upgrading of Kurze Street be approved.
- (d) That the General Manager: Engineering and Planning Services makes the necessary budgetary provisions for the new financial year and subsequent years.
- (e) That the General Manager: Finance sources funding for the upgrading of Kurze Street.

11.1.6 **REQUEST FOR PERMISSION TO LAUNCH AND HOST MISS PALM BEACH 2022 IN SWAKOPMUND**

(C/M 2021/09/30 - 9/3/1/2)

**RESOLVED:**

GM: EDS

- (a) That Council takes note of the postponement of Miss Palm Beach from 23-26 December 2021 to 28-31 December 2022.
- (b) That permission be granted to Messrs Alpha Events & Marketing CC to launch Miss Palm Beach 2022 on 23-26 December 2021.
- (c) That permission be granted to Messrs Alpha Events & Marketing CC to host the Miss Palm Beach beauty pageant 2022 at the Tennis Court parking area on 28-31 December 2022 between 08 am and 08 pm subject to the following conditions:
- (i) That the following rental be charged:
- Refundable Deposit = N\$936.00

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- Rental Fees x 4 day = N\$6 240.00 (VAT incl)
  - 10% increase on both deposit and rental fee in case of price escalate
- (ii) That noise be restricted to the immediate surrounding area (i.e. 85 Decibels) and upon any complaints of noise pollution or misbehavior, the approval be terminated.
- (iii) That applicant submits proof before the event commences on 23 December 2021 of having enlisted the services of a security to control visitors when they enter or leave the premises, event management plan & layout.
- (iv) That Messrs Alpha Event & Marketing CC indemnify Council against any claims in respect of damages to property or injury to people, which might arise from the event to the satisfaction of the General Manager: Economic Development Services.
- (v) That the event organizers restore the Tennis Court Parking area to its normal state after the event.
- (vi) That in the event that the COVID-19 pandemic still prevails, the applicant ensure that all health protocols are adhered to.
- (d) That the resolution conditions under (a) (i) to (vi) be applicable to the launch as well.
- (e) That Messrs Alpha Events & Marketing CC be responsible to liaise with Erongo RED for their electricity connection and requirements for the events at their own costs.
- (f) That Messrs Alpha Events & Marketing CC be responsible for sourcing for additional ablution facilities if required at their own costs.
- (g) That Messrs Alpha Events & Marketing CC organizer directly approaches possible stakeholders such as the Namibian Police and Swakopmund Neighborhood Watch, for any required services or assistance during the two events.

11.1.7

**WOERMANN HAUS: RENEWAL OF LEASE AGREEMENTS**

(C/M 2021/09/30 - 13/3/1/3/1308, E 1308)

**RESOLVED:**

<b>CO: P</b> <b>Acting GM: CS&amp;HC</b>
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- (a) That it be noted that rooms D24 and Room 25 are currently being utilized by Joe Vision Production for filming purposes until 25 September 2021.
- (b) That the General Manager: Corporate Services and Human Capital engages the lessee to determine the period that the business operation was interrupted in order to make a recommendation on the possibility of waiving rental and if so, for what period.
- (c) That permission be granted to Messrs Adel's Creation for a 1-year extension.

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- (d) That the General Manager: Corporate Services and Human Capital engages Messrs Adel's Creation to consider alternative rental sites.
- (e) That the Council resolution passed on 29 May 2008 under item 11.1.2 be repealed and that Council invites proposals from the public for the purchase of the entire Woermann Haus building.

11.1.8 MESSRS UUNONGO TECHNOLOGIES CC: CONSTRUCTION OF LOW COST HOUSES IN THE MATUTURA AREA BY SMALL CONTRACTORS  
(C/M 2021/09/30 - 14/2/1/2)

**RESOLVED:**

CO: H  
Acting GM: CS&HC

That Council remains with its decisions passed on 23 May 2019, under item 11.1.3 point(h) and 01 July 2021 item under 11.1.7, point (b).

11.1.9 TRANSFER OF RIGHTS: HANGAR 52  
(C/M 2021/09/30 - Hangar 52)

**RESOLVED:**

CO: P  
Acting GM: CS&HC

- (a) That Council approves the transfer of the rights of Hangar 52 from Safari Projects CC to Wirlu Investments 104 (Pty) Ltd subject to the standard lease conditions for hangars at the aerodrome.
- (b) That the approval be subject to Safari Projects CC's lease accounts are up to date.

11.1.10 TRANSFER OF RIGHTS: HANGAR 8  
(C/M 2021/09/30 - Hangar 8)

**RESOLVED:**

CO: P  
Acting GM: CS&HC

- (a) That Council approves the transfer of the rights of Hangar 8 from Strauss Group Construction CC to Mr Gerhardus Daniel Jakobus Van Zyl subject to the standard lease conditions for hangars at the aerodrome.
- (b) That the approval be subject to Strauss Group Construction CC's lease accounts are up to date.

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11.1.11 **REQUEST FOR PARTNERSHIP BETWEEN THE MUNICIPALITY OF SWAKOPMUND AND IMPACT TANK**

(C/M 2021/09/30 - 14/2/10/2)

**RESOLVED:**

GM: EDS

- (a) That Council supports the partnership between Messrs Impact Tank and the Municipality of Swakopmund by providing training venue and disseminates information to local youth.
- (b) That the request for winning prizes in the form of money be turned down due to financial constraints.
- (c) That Council avail the Rest Camp Conference Room for Messrs Impact Tank training for 20 local unemployed youth for a period of three months, 3 days a week.
- (d) That the Conference room expenses approximately ±N\$21 600.00 (i.e. 600 per day times, 3 days a week for 3 months) be defrayed from the Publicity Vote 450015533000 where N\$60 500.00 is available.
- (e) That the applicant be informed to maintain the facility at all times and restores it to its original state after every meeting.
- (f) That Messrs Impact Tank indemnifies Council against all and any claims in respect of damage to property and / or bodily injury to / loss of life of people that may arise from the utilization of the property.

11.1.12 **REQUEST FOR COLLABORATION AND ASSISTANCE WITH FUNDING TOWARDS THE 2021 NAMIBIAN HERITAGE WEEK**

(C/M 2021/09/30 - 3/15/1/5/3)

**RESOLVED:**

CO: MC  
Acting GM: CS&HC

- (a) That Council takes note of the request from the Scientific Society Swakopmund for financial assistance towards the hosting of the 2021 Namibian Heritage Week scheduled to take place from 20-26 September 2021 at the Swakopmund Museum, in Swakopmund.
- (b) That Council donates N\$10 000.00 towards the production and editing of the videos of the event.
- (c) That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000.
- (d) That the videos and pictures of the event be posted on Council's social media platforms and website.

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11.1.13 APPLICATION FOR URBAN AGRICULTURAL LAND

(C/M 2021/09/30 - 17/5/3)

GM: HSSWM  
GM: EPSRESOLVED:

- (a) That Council takes note of the need for Urban Agricultural Land.
- (b) That the applicants be informed that Council intends to install services to Portions 79 to 110 (portions of Portion 71) and once the services are completed, they will be invited to participate in the bidding process which will be open for all community members.
- (c) That the Engineering and Planning Services Department provides a timeline for the servicing of the smallholdings.
- (d) That the applicants be requested to provide the minimum services required for their projects.
- (e) That the General Manager: Health Services and Solid Waste Management be requested to make an allotment plot available to Messrs Etemo Gardens.

11.1.14 REQUEST TO REDIRECT FUNDS FOR THE NORTHERN BEACH DEVELOPMENT

(C/M 2021/09/30 - 14/2/4/1)

GM: EPS  
GM: FRESOLVED:

- (a) That once the Coastline Vulnerability Study is completed 1 November 2021, a presentation is made to Council to provide the finding of the report.
- (b) That the matter be submitted to Council after the presentation outlining the most critical work that requires attention with the available funds.
- (c) That N\$237 565.57 be transferred from the Vote: 400031002300 Mole - Breakwater Protection and Jetty to the Vote: 400031002500 New Public Toilets at Klip Jetty
- (d) That a new Vote be created by the Finance Department for the Coastline Vulnerability Assessment and N\$136 022.00 are transferred from the Vote: Vote: 400031002300 Mole - Breakwater Protection and Jetty.
- (e) That the remainder of the funds in the Mole - Breakwater Protection and Jetty Vote be utilized for maintenance work at the Mole Head.

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11.1.15 **BUSINESS REGISTRATION, LICENCING POLICY AND PROCEDURE**

(C/M 2021/09/30 - 17/P)

**RESOLVED:**

GM: HSSWM

- (a) That Council approves the Business Registration, Licensing Policy and Procedures
- (b) That the Business Registration, Licensing Policy and Procedures be reviewed when necessary.

11.1.16 **NON-COMPLIANT ACTIVITIES ON ERF 2561, SWAKOPMUND: MECHANICAL WORKSHOP**

(C/M 2021/09/30 - E 2561)

**RESOLVED:**

GM: EPS

- (a) That legal action be instituted against the non-compliance activities on Erf 2561, Swakopmund.
- (b) That Council's legal practitioner be instructed to eliminate the said nuisance on Erf 2561, Swakopmund.
- (c) That all costs thereof be for the account of the owner of Erf 2561, Swakopmund.
- (d) That the General Manager: Engineering and Planning Services Department, be appointed to adduce to the affidavit on behalf of the Council to institute and prosecute the application.
- (e) That similarly, the Court Order empowers the Municipality of Swakopmund officials to enter the property for inspections and / or for the restoration of the property to compliance with the Zoning Scheme, the Building Regulations and the Health Regulations.
- (f) That the court order is effective as soon as the appointment of the legal practitioner is done.

11.1.17 **REGISTRATION OF A RIGHT-OF-WAY SERVITUDE OVER ERF 113, SWAKOPMUND IN FAVOUR OF ERF 31, VINETA PROPER**

(C/M 2021/09/30 - V 31, V 113)

**RESOLVED:**

GM: EPS

- (a) That the request for Erf 31, Vineta Proper to obtain access from Vrede Rede Avenue through Erf 113 Vineta Proper be approved.
- (b) That a four (4) metre wide right-of-way servitude be surveyed and registered over Erf 113, Vineta Proper in favour of Erf 31, Vineta Proper.
- (c) That all the costs involved be for the applicant's account.



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11.1.18 **PROPOSED PARTNERSHIP: ESTABLISHMENT OF A SWAKOPMUND FISHING ASSOCIATION AND A FISH MARKET**  
(C/M 2021/09/30 - 16/1/3/2)

**RESOLVED:**

GM: EDS

- (a) That Council approves the proposal submitted by Benguela Current Convention (BCC) to enter into a partnership with the Swakopmund Municipal Council.
- (b) That a Memorandum of Understanding is developed between the Benguela Current Convention (BCC) and the Swakopmund Municipal Council.
- (c) That Council approves the Marine Project Proposal from the Benguela Current Convention (BCC).
- (d) That it be investigated whether the proposed Fish Market can be accommodated at Erf 138.
- (e) That the General Manager: Engineering & Planning Services identify other projects in line with the objectives of BCC that need financial support.
- (f) That the General Manager: Engineering & Planning Services with the assistance from the General Manager Economic Development Services set up an internal task team that will work closely with the Benguela Current Convention (BCC) to implement the project successfully.

11.1.19 **REPAIR WORKS AT A DWELLING ON ERF 759, MONDESA**  
(C/M 2021/09/30 - M 759)

**RESOLVED:**

GM: EPS

- (a) That approval be granted for the repair works to be done at Erf 759 in Mondesa which includes underpinning of the garage foundation (Option A) and construction of a new garage floor which amounts to N\$ 52 376.27 (excl. VAT).
- (b) That the total cost be defrayed from the following vote:

Description Of Funding	Amount (N\$)
600014001000-Building & Structures (Civil)	N\$239 954.83

11.1.20 **REQUEST FOR THE UTILIZATION OF MONDESA SPORT FIELD**  
(C/M 2021/09/30 - 14/2/2/1/1, 14/2/2/1/3)

**RESOLVED:**

GM: EDS

- (a) That permission be granted to Messrs Rotary Club to utilize the Mondesa Sport Field free of charge for the fundraising tournament during November / December 2021 on the following conditions:
- (i) The club pays a refundable deposit N\$1 145.00 and
- (ii) The club uses their own volunteers to keep the facility clean

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*during the tournament.*

- (b) That Council be indemnified against any claims that may arise from using the stadium.
- (c) That Council reserves the right to cancel the use of the stadium should Council need the stadium for its own purposes.
- (d) That the Rotary Club makes prior arrangements with Erongo-RED for an electricity connection at own cost should it be required.
- (e) That the stadium be restored to its original condition and to the satisfaction of the Swakopmund Municipality after the event.
- (f) That all remaining expenses be defrayed from the Publicity vote 450015533000 where an amount of N\$60 500.00 is available.

11.1.21 REQUEST FOR EXTENSION OF TIME TO SECURE THE PURCHASE PRICE FOR ERF 1960, MONDESA - THE TRUSTEE FOR THE TIME BEING OF THE AIDS CARE TRUST OF NAMIBIA  
(C/M 2021/09/30 - M 1960)

**RESOLVED:**

CO: P Acting GM: CS&HC
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- (a) That Council takes note of the application for an extension of time by Aids Care Trust Namibia for the period of 3 months.
- (b) That Council takes note that Aids Care Trust Namibia did not secure the purchase price by due date of 06 August 2021.
- (c) That due to the large scale and costly development of Erf 1960, Mondesa the following be approved:
  - (i) *That Aids Care Trust of Namibia be granted additional time until 06 December 2021 (3 months from 06 August 2021) to secure the purchase price and 15% for Erf 1960, Mondesa, on condition that:*
    1. *The services account be paid up to date by Friday, 29 October 2021.*
    2. *That the purchase price attracts interest at a rate of 7.5% per annum from 06 August 2021 until date of receipt of the full purchase price and 15% VAT in cash, or until date of registration of transfer in the case a bank guarantee is provided.*
  - (ii) *That the transaction be cancelled if the purchase price is not secured by 06 December 2021 in which case the other three proposals received during 2019 be analysed for possible allocation.*
- (d) That an addendum to the deed of sale be compiled reflecting the extended time granted.

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11.1.22 **MESSRS DEMSHI - REQUEST TO LEASE LAND FOR  
INSTALLATION OF TELECOMMUNICATION TOWERS**

(C/M 2021/09/30 - 13/3/17, M 4653, E 5031, E 1248 M, E 7238 M)

**RESOLVED:**

CO: P  
Acting GM: CS&HC

- (a) That the following portions of land measuring as indicated in the table below, zoned "Public Open Space" be leased to Messrs Demshi Investment Holdings (Pty) Ltd:

Location	Erf Number	Erf Size	BTS Size
DRC	8664	1 739	100 m
Tamariskia	1248	26 135	100 m
Mondesa	4653	...	100 m
Ocean View	5031	3 999	100 m
Tulinawa	7238	1520	100 m

- (b) That Messrs Demshi Investment Holdings (Pty) Ltd be granted permission to sublease space on all towers indicated in the table above.
- (c) That Messrs Demshi Investment Holdings (Pty) Ltd adheres to the following requirements:
- Consent letter from the neighbours
  - Environmental Impact Assessment (EIA)
  - That only camouflaged towers may be used
- (d) That the following standard lease conditions be applicable to the leasing of the lease portion in (a) above.
- (i) Lease period of 5 years.
  - (ii) That building plans of all proposed buildings must be submitted to the Engineering and Planning Services Department.
  - (iii) That the portion of land is leased on the explicit condition that the lessee indemnifies Council against any claim for damages resulting from its occupation by the lessee.
  - (iv) That the lease be at the current tariff of N\$ 39.64m<sup>2</sup> per month with an annual escalation of 7% every July (first being 1 July 2022).
- (e) That permission is granted to Messrs Demshi Investment Holdings (Pty) Ltd to sublease the sites applied for as it forms part of their business model.
- (f) That the Engineering & Planning Services Department provides a lay-out plan for the exact location on the identified erf to be used for the tower.
- (g) That Messrs Demshi Investment Holdings (Pty) Ltd installs their own electrical meter so that any expenses and costs generated be allocated to Messrs Demshi Investment Holdings (Pty) Ltd.
- (h) That the proposed lease of the site be dealt with in terms of section 63 of the Local Authorities Act 23 of 1992, as amended.
- (i) That Council's standard lease conditions be made applicable to the lease.

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- (i) That all costs relating to the lease, including, but not limited to advertising costs, be for the account of the lessee.
- (k) That the following conditions be made applicable in addition to points (c) to (i) above to the lease:
- (i) That Council will not reimburse Messrs Demshi Investment Holdings (Pty) Ltd for any costs relating to the installation or removal of its properties or any other expense incurred during or after the termination of the lease agreement.
  - (ii) That any damages that may be caused to the lease site be for the account of Messrs Demshi Investment Holdings (Pty) Ltd and shall be repaired at their cost and on demand.
  - (iii) That Messrs Demshi Investment Holdings (Pty) Ltd be responsible for the proper maintenance of the equipment, failure to maintain the water tower and equipment on a structural and aesthetic level satisfactory to the GM: Engineering and Planning Services will result in the cancellation of the lease and the removal of the lease equipment at the cost of the lessee.

11.1.23 **REQUEST FOR ASSISTANCE: APPROVAL OF BUILDING PLANS, WLOTZKASBAKEN**  
(C/M 2021/09/30 - 5/2/4/2)

**RESOLVED:**

GM: EPS

- (a) That the Municipality of Swakopmund acknowledges the request of the Erongo Regional Council in letter dated 13 July 2021.
- (b) That the Swakopmund Municipal Council takes note and condones the arrangements as indicated in letter forwarded to the Erongo Regional Council on the 13 August 2021.
- (c) That the Municipality of Swakopmund is exempt from all liability relating to the request and any assistance rendered.
- (d) That the Municipality of Swakopmund reserves the right to review any assistance rendered in terms of this request.

11.1.24 **DONATION OF TWO (2) FIRE TRUCKS FROM THE ROTARIAN IN JAPAN**  
(C/M 2021/09/30 - 15/3/2)

**RESOLVED:**GM: EDS  
CEO

- (a) That Council accepts the donation of the following two (2) Fire Trucks and extends their sincere gratitude towards the Embassy of Japan and the Rotary Club in Swakopmund:

No	Description	Model	Make	Chassis Number	Mileage
1	Pumper Unit	2003	Mitsubishi Canter	FE73EB502040	9 174 km

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2	Truck with Portable Pump	2003	Nissan Atlas	H4F23007264	9 016 km
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- (b) That the Chief Executive Officer on behalf of Council provides the necessary information require to the Embassy in writing.

11.1.25 SUBDIVISION OF THE REMAINDER OF ERF 5360 SWAKOPMUND, EXTENSION 15 INTO PORTION A, B AND REMAINDER  
(C/M 2021/09/30 - E 5360)

**RESOLVED:**

GM: EPS

- (a) That the subdivision of the Remainder of Erf 5360, Swakopmund into Portion A measuring 971.228m<sup>2</sup>, B measuring 28.772m<sup>2</sup> and the Remainder be approved;
- (b) That any costs pertaining to the provision of additional services be for the account of the applicant, seeing that Council will not charge the endowment fee.

11.1.26 ERF 4812, SWAKOPMUND: APPLICATION TO WAIVE PRE-EMPTIVE RIGHT  
(C/M 2021/09/30 - E 4812)

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

That Council accepts the merit motivation for the closing of business operations in Swakopmund and waives the pre-emptive right registered over Erf 4812, Swakopmund and permits Messrs KS Properties Namibia (Pty) Ltd to sell their undivided erf to a third party.

11.1.27 MUNICIPAL CAFETERIA: SEAROCK INVESTMENTS CC - THE WAY FORWARD  
(C/M 2021/09/30 - 13/3/1/10)

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

- (a) That Council takes note of the letter received on 11 August 2021 from Messrs Searock Investments CC.
- (b) That Council takes note that Messrs Searock Investments CC is in arrears with their rental payments in the amount of N\$20 700.00.
- (c) That Messrs Searock Investments CC be informed of the following:
- (i) *That Council cannot make it mandatory to make use of their catering services by Council and third parties, as Council is subject to the stipulations of the Public Procurement Act 15 of 2015 and third parties pay rental tariffs to make use of Council's facilities and are therefore at liberty to make use of caterers of their choice.*

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- (ii) That Council writes-off the rental for the 8 months as set-out above, as Searock Investments CC could not reasonably have been expected to operate whilst the municipality was closed for lockdowns and operated on skeleton staff.
- (iii) The total value of the waived rental amount is 8 x N\$1 320.19 = N\$10 561.52 (which amount includes 15% VAT); leaving a balance of N\$10 138.48.
- (d) That Council waives the monthly rental of the municipal cafeteria during December in future as Council is in recess and most employees are on leave.
- (e) That an addendum to the lease agreement be compiled reflecting the amendment under point (d) above.
- (f) That Messrs Searock Investments CC makes arrangements with the Finance Department to settle the arrears rental account less the deduction as per point (d) (ii) above.

11.1.28 SWAKOPMUND MUNICIPAL REST CAMP: BUSINESS CASE

(C/M 2021/09/30 - Erf 2747S)

**RESOLVED:**

GM: EDS

That the General Manager: Economic Development Services requests expression of interest for a Public Private Partnership

11.1.29 ① TRANSFER 1037, EXT 6, MATUTURA BACK TO COUNCIL  
② TRANSFER 1038, EXTENSION 6, MATUTURA BACK TO BENEFICIARIES

(C/M 2021/09/30 - 14/2/1/2)

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

- (a) That the Council considers approving the transfer of Erf 1037, Extension 6, Matutura back to Council at the cost of Messrs Kenneth Investment CC.
- (b) That Erf 1038, Extension 6, Matutura to be transferred to Mr Andreas Elias Nangonya and Ms Alina Napatunga Nangonya at the cost of Messrs Kenneth Investment CC.
- (c) That it be noted that the Deed of Donation for Erf 1038 Annexure "B" (on file) for Mr Andreas Elias Nangonya and Ms Alina Napatungu Nangonya was signed by all parties on 14 May 2021.
- (d) That Messrs Koep and Partners be instructed to transfer Erf 1038, Extension 6, Matutura to Mr and Ms Nangonya.

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- 11.1.30 **PROPOSED SUBDIVISION OF PORTIONS 121 (A PORTION OF PORTION 32) AND 167 OF THE FARM NO 163, SWAKOPMUND-RUDI BRAND FAMILY TRUST (PTN 121 of Farm 163)**  
(C/M 2021/09/30 - 19/03/01, PTN 121 of F 163)

**RESOLVED:**

GM: EPS

- (a) That Council takes note of the letter by Messrs Malherbe Associates and Messrs Van Rensburg.
- (b) That the applicant be informed that the subdivision of Portion 121 cannot be approved, in terms of the Property Policy and the Swakopmund Structure Plan 2020-2040 which set the minimum size for Agricultural Estate zone at 10 hectares and Portion 121 is 11.2951 hectares in extent.
- (c) That the applicant be informed that the subdivision of Portion 167 may only be considered upon approval of the Swakopmund Structure Plan 2020-2040 by the Minister of Urban and Rural Development, subject to application as it falls within the 3.5 hectares zone.

- 11.1.31 **MESSRS WELWITCHIA HEALTH TRAINING CENTRE - HEIGHT RESTRICTION**  
(C/M 2021/09/30 - E 3342)

**RESOLVED:**

GM: EPS

- (a) That Council takes note of the request by Messrs Welwitchia Health Training Centre, to retain the height restriction of 40m as per their letter dated 24 August 2021.
- (b) That Council does not approve a height restriction of 40m for the development of a tertiary institution on Erf 3342, Extension 9, but rather approves a height restriction of 20m. This height restriction to include architectural features as well.

- 11.1.32 **PROPOSED SUBDIVISION OF PORTIONS 121 (A PORTION OF PORTION 32) AND 167 OF THE FARM NO 163, SWAKOPMUND-RUDI BRAND FAMILY TRUST**  
(C/M 2021/09/30 - PTN 121 Of Farm 163)

**RESOLVED:**

GM: EPS

That it be recorded that this item is a duplicate of item 11.1.30.

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11.1.33 **POWERCOM (PTY) LTD: APPLICATION FOR TWO SITES FOR  
BASE TRANSCEIVER STATIONS**

(C/M 2021/09/30 - 13/3/17; M 1824, M 4326)

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

**RESOLVED:**

- (a) That portions of land in the table below be leased to Messrs PowerCom (Pty) Ltd:

Erf Number and Size (m <sup>2</sup> )	Location	Zone	BTS Size	Tower Type and Length
Re4326 (14327m <sup>2</sup> )	Mondesa	Local Business	100 m <sup>2</sup>	Camouflage Tree - 25 m
2265 (4354 m <sup>2</sup> )	Mondesa Ext 4	Public Open Space	100 m <sup>2</sup>	Camouflage Tree - 25 m
1180 (1549 m <sup>2</sup> )	Mondesa Ext 3	Public Open Space	100 m <sup>2</sup>	Camouflage Tree - 25 m

- (c) That Messrs PowerCom (Pty) Ltd adheres to the following requirements:

- Camouflage tree with a maximum height of 25m
- Consent letter from the neighbours
- Environmental Impact Assessment (EIA)

- (d) That the following standard lease conditions be applicable to the leasing of the lease portion in (a) above.

- (i) Lease period of 5 years.
- (ii) That building plans of all proposed buildings must be submitted to the Engineering Services Department.
- (iii) That the portion of land is leased on the explicit condition that the lessee indemnifies Council against any claim for damages resulting from its occupation by the lessee.
- (iv) That the lease be at the current tariff of N\$39.64/m<sup>2</sup> per month with an annual escalation of 10% every July (first being 1 July 2022).

- (e) That permission is granted to PowerCom (Pty) Ltd to sublease the sites applied for as it forms part of their business model.

- (f) That the General Manager: Engineering & Planning Services provides a lay-out plan for the exact location on the identified erf to be used for the tower.

- (g) That Messrs PowerCom (Pty) Ltd installs their own electrical meter so that any expenses and costs generated be allocated to Messrs PowerCom (Pty) Ltd.

- (h) That the proposed lease of the site be dealt with in terms of section 63 of the Local Authorities Act 23 of 1992, as amended.

- (i) That Council's standard lease conditions be made applicable to the lease.

- (j) That all costs relating to the lease, including, but not limited to advertising costs, be for the account of the lessee.



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**(k) That the following conditions be made applicable in addition to points (c) to (i) above to the lease:**

- (i) *That Council will not reimburse PowerCom (Pty) Ltd for any costs relating to the installation or removal of its properties or any other expense incurred during or after the termination of the lease agreement.*
- (ii) *That any damages that may be caused to the lease site be for the account of PowerCom (Pty) Ltd and shall be repaired at their cost and on demand.*
- (iii) *That PowerCom (Pty) Ltd be responsible for the proper maintenance of the equipment, failure to maintain the water tower and equipment on a structural and aesthetic level satisfactory to the GM: Engineering and Planning Services will result in the cancellation of the lease and the removal of the lease equipment at the cost of the lessee.*

11.1.34 **BEACH RENTAL PROPOSAL**  
(C/M 2021/09/30 - 14/1/3/1)

**RESOLVED:**

GM: EDS

- (a) That permission not be granted to Messrs Eco-Gliding to rent an open space at the Mole beach area to set up 10x *cabana* beach beds of 140 cm x 190 cm x 1.6 height and Palm Beach Area to set up 20 x Cabana beach beds of dimensions 140 cm x 190 cm x 1.6m h and 50 single beach beds with umbrellas dimensions 90x190cm plus other beach related goods.
- (b) That Council does not give permission to Messrs Eco-Gliding Tours application to restrict access to the Palm Beach Area and charge an entrance fee.
- (c) That Messrs Eco - Gliding Tours be informed that their proposal must be resubmitted and will be considered after the northern part of the Mole Beach has been upgraded.

11.1.35 **ROSSMUND ESTATE: COMPLAINTS**  
(C/M 2021/09/30 - 16/1/4/2/1/10)

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

- (a) That the letters from Mr Sedlacek be noted.
- (b) That Council informs the complainant as follows:
  - (i) *The issues raised are best dealt with between the Trust / seller / developer and the purchaser since they are mostly of a contractual nature.*
  - (ii) *The issues in regard to Council land and the sewage line, will be investigated by the General Manager: Engineering and Planning Services and report to the Management Committee.*

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11.1.36 **REQUEST FOR SPONSORSHIP TO PARTICIPATE IN THE 2021 NEDBANK DESERT DASH**  
(C/M 2021/09/30 - 3/15/1/6/1)

**RESOLVED:**

CO: MC  
Acting GM: CS&HC

- (a) That Council approves the sponsorship request of Mr Shongolo's team to participate and represent the Swakopmund Municipality at the Nedbank Desert Dash that will be hosted from 10-11 December 2021.
- (b) That the sponsorship be towards the branded cycling gear / kit, bike services and accommodation for the team to the value of N\$14 963.00.
- (c) That the funds be defrayed from the Corporate Services Publicity Vote 150515533000 where N\$290 341.34 is available.

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

None.

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The meeting adjourned: 09:50.

Minutes to be confirmed on: 22 October 2021.

**Councillor L N Kativa**  
**MAYOR**

**A Benjamin**  
**CHIEF EXECUTIVE OFFICER**

10. REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETINGS HELD DURING SEPTEMBER AND OCTOBER 2021

10 (A) MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 28 SEPTEMBER 2021

6.3 IT CONSULTANT FOR COUNCIL'S IT NEEDS ASSESSMENT AND BID PROCESS

(S/M/C 2021/09/28 - 6/P)

CEO  
Acting GM: CSHC

RESOLVED:

- (a) That the proposed terms and references for the sourcing an IT Consultant for the assessment of Council's ICT infrastructure needs, be noted.
- (b) That Councillor B R Goraseb provides feedback on the proposed bid document to the Chief Executive Officer via email.

10 (B) MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 14 OCTOBER 2021

2.1 MINUTES OF THE ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 16 SEPTEMBER 2021

On proposal of Councillor B R Goraseb and seconded by Councillor M Henrichsen it was:

RESOLVED:

CO: A  
GM: CS&HC

That the Minutes of the Ordinary Management Committee meeting held on 16 September 2021 be confirmed as correct.

2.2 MINUTES OF THE SPECIAL MANAGEMENT COMMITTEE MEETING HELD ON 28 SEPTEMBER 2021

On proposal of Councillor B R Goraseb and seconded by Councillor M Henrichsen it was:

RESOLVED:

CO: A  
GM: CS&HC

That the Minutes of the Special Management Committee meeting held on 28 September 2021 be confirmed as correct.

7.1 AUDIENCE: HOWARD HOLDINGS (PTY) LTD

(M/C 2021/10/14 - 16/1/4/2/1/14)

RESOLVED:

CO: P  
GM: CS&HC

- (a) That the Management Committee takes note of the presentation by Howard Holdings (Pty) Ltd and expresses itself on the desirability of the model proposed.
- (b) That if the model proposed is accepted in principle, the terms and conditions be considered and submitted to Council for approval.

**7.4 ANGELIQUE INVESTMENT CC: ERF 7159, MONDESA****• CANCELLATION CONFIRMATION****• FUTURE SALE**

(M/C 2021/10/14 - M 7159)

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

That the cancellation of the sales transaction of Erf 7159, Mondesa by Angelique Investment CC as per their letter dated 30 August 2021, be noted.

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

(M/C 2021/10/14 - 14/2/1/2, 16/1/4/2/1/14)

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

- (a) That Council takes note of the progress reported regarding the 9 Joint Venture Projects.
  - (b) That Council takes note that a separate submission is tabled regarding Ghetto Assistance Centre (Pty) Ltd for Extension 4.
  - (c) That Council takes note that Extension 38 (*cancelled transaction of Gheron Building Construction (Pty) Ltd*) is available for development by Council.
- 

**7.9 MESSRS WINDHOEK CONSULTING ENGINEERS: FINAL ACCOUNT SETTLEMENT PROPOSAL: WWTW PROJECT**

(M/C 2021/10/14 - 16/2/4/1)

**RESOLVED:****GM: EPS**  
**CEO**

That it be recorded that this item has been transferred to the "In Camera" minutes.

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**7.10 ELECTION OF OFFICE BEARERS: 2021**

(M/C 2021/10/14 - 5/2/1/1/1)

**RESOLVED: (For Condonation By Council)****CO: A**  
**GM: CS&HC**

- (a) That the election of office bearers of Council for 2021 be arranged to take place on Tuesday, 30 November 2021 at 09:00.
  - (b) That the Acting General Manager: Corporate Services and HC arranges with the local magistrate to chair and facilitate the election of officer bearers at the meeting scheduled for 30 November 2021.
-

8.1 **SPECIALIZED ELITE CYCLE SHOP CC: APPLICATION TO LEASE PREMISES TO BUILD A BIKE PARK**

(M/C 2021/10/14 - 13/3/1/5)

**RESOLVED:**

GM: EDS

That Messrs Specialized Elite Cycle Shop CC be informed that if there is a smaller specified area Council can consider it.

8.4 **PRESENTATION: SWAKOPMUND COASTLINE VULNERABILITY ASSESSMENT**

(M/C 2021/10/14 - 14/2/9/5)

**RESOLVED:**

GM: EPS

- (a) That the presentation by Consultants of WML (Coast) Consulting Engineers (Pty) Ltd regarding the project findings and final report to the Management Committee, be noted.
- (b) That the General Manager: Engineering and Planning Services submits and implementation plan accordingly.

8.6 **FINANCIAL ASSESSMENT AND PROGRESS ON MASTER WAITING LIST**

(M/C 2021/10/14 - 14/2/1/2, 14/2/1/1, 16/1/4/2/1/14)

**RESOLVED:**

CO: H  
GM: CS&HC

That the report regarding financial assessment and progress on Master Waiting List, be noted.

9. **PERSONNEL MATTERS**

9.1 **ALEXANDER FORBES NAMIBIA RETIREMENT FUND: VIRTUAL INTRODUCTION**

(M/C 2021/10/14 - 4/2/2/5)

**RESOLVED:**

M: HC  
GM: CS&HC

That the presentation by Messrs Alexander Forbes Namibia Retirement Fund, be noted.

10.2 **RESUBMITTED: AMENDMENT TO LEASE CONDITIONS: MR QUINTON LIEBENBERG**

(M/C 2021/10/14 - 19.03.08; 13/3/12; E1/3)

**RESOLVED:**

GM: EPS  
GM: F

That the General Manager: Finance and the General Manager: Corporate Services and HC attends to the following:

- Determine the period of closure and waive rental for that period.
- Reduce the lease amount by 15% as from 1 November 2021

**10.3 AVAILABILITY OF LAND / ERVEN: SWAKOPMUND LAND AUDIT**

(M/C 2021/10/14 - 16/1/4/2/1/2; 16/1/4/2/1/8; 16/1/4/2/1/13 and 16/1/4/2/1/14)

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

That the Management Committee takes note of the audit reflecting the various Council resolutions in place for available erven which is managed and closed bid sales arranged according to the progressing of development and demand of Swakopmund.

**10.5 REPORT ON WARD CLEANING PROJECT ALLOCATION - FOR THE PERIOD SEPTEMBER 2021 - AUGUST 2022**

(M/C 2021/10/14 - 14/2/8/2)

**RESOLVED:**

GM: HSSWM

That the report on the Ward Cleaning Project allocation, for the period September 2021 - August 2022, be noted.

**10.6 BEACH GARDEN ERF 562, BERG STREET, SWAKOPMUND**

(M/C 2021/10/14 - F 6)

**RESOLVED:**GM: EPS  
GM: HSSWM

That Management Committee accepts the explanations from the Engineering and Planning Services Department to withdraw the certificates of fitness and registration until such time that Erf 562, Berg Street complies with Building Regulations and that the fine of N\$22 735.02 for noncompliant structures is paid in full.

**10.7 MESSRS WINDHOEK CONSULTING ENGINEERS: PROPOSAL FOR SETTLEMENT OF PROFESSIONAL FEES: ADDITIONAL CONTRACT SUPERVISION: BULK SERVICES [ 8 CONTRACTS] & PROPOSAL TO ASSIST WITH DAD**

(M/C 2021/10/14 - 16/1/4/3/2)

**RESOLVED:**

GM: EPS

That this item be referred back for the General Manager: Engineering and Planning Services to resubmit the item to the Management Committee.

**10.8 INVITATION TO NAMIBIA NATIONAL MAYORS' FORUM ANNUAL GENERAL MEETING AND NAMIBIA NATIONAL MAYOR'S FORUM MEMBERSHIP FEES**

(M/C 2021/10/14 - 5/5/6)

**RESOLVED:**CEO  
GM: EDS

- (a) That the membership fee defrayed from the Council Membership and Subscription Fees Vote: 101015526400 where N\$300 000.00 is available.

- (b) That permission be granted to the Mayor, accompanied by Traffic officer / Driver, Ms. Sofia Hansen to attend the Annual General meeting of the Namibia National Mayors' Forum to be held in Grootfontein from 21-22 October 2021.
- (c) That the Mayor's vehicle be used for the trip.
- (d) That the Subsistence & Travelling of N\$10 000.00 be approved for the Mayor and Traffic officer / Driver, Ms. Sofia Hansen and that the funds be defrayed from the Council's Conference Expenses Vote: 101015505500 where is N\$400 000.00 available.

10.9 CONSENT TO IMPLEMENT MANAGEMENT AND CONTROL MEASURES AT THE MOLE BOAT LAUNCHING AREA

(M/C 2021/10/14 - 16/2/10/6)

RESOLVED:

GM: EPS  
GM: EDS

- (a) That the General Manager: Engineering & Planning Services facilitate a meeting between the Municipal Council, Ministry of Fisheries and Marine Resources and Ministry of Works and Transport (Maritime Affairs) to discuss jurisdictional matters regarding the boat launching area.
- (b) That the General Manager: Economic Development Services develop a proper permit application system for all recreational operators operating from the boat launching area.
- (c) That the General Manager: Engineering & Planning Services organize for a security gate and security booth to be installed to prevent unauthorized recreational operators from utilizing the area.
- (d) That the General Manger: Engineering & Planning Services facilitate a meeting between all recreational activity operators and the Municipal Council to inform all operators on Council's plans for the boat launching area.
- (e) That a regulation be developed to regulate all recreational activities at the Mole boat launching area.
- (f) That the association be requested to design a Code of Conduct for their members and to enforce it accordingly.

10.10 REQUEST FOR SPONSORSHIP: THE COASTAL WARRIORS VOLLEYBALL CLUB

(M/C 2021/10/14 - 3/15/1/6/1)

RESOLVED:

CO: MC  
GM: CS&HC

- (a) That Management Committee approves the sponsorship request from the Coastal Warriors Volleyball Club by funding their annual access to the volleyball area at the Dome, Swakopmund for training.

- (b) That the amount of N\$2 640.00 be paid towards rental of the volleyball area for a period of eight months, at the Dome, Swakopmund.
  - (c) That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$25 8153.73 is available.
- 

10.11 **SPONSORSHIP REQUEST FOR MISS UNIVERSE PAGEANT**

(M/C 2021/10/14 - 3/15/1/6/1, 3/15/1/5/3)

**RESOLVED:**

CO: MC GM: CS&HC
---------------------

- (a) That the Management Committee sponsors the amount of N\$10 000.00 to Miss Namibia 2021, Ms Chelsi Shikongo's participation at the Miss World pageant scheduled to be hosted during December 2021 in Israel.
  - (b) That Miss Namibia 2021, Ms Chelsi Shikongo, be appointed as the brand Ambassador of Swakopmund and that the public be informed via Council's social media platforms.
  - (c) That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$258 153.73 is available.
  - (d) That the organizers provide invoices of in respect of the amount of N\$10 000.00 to Council.
-



11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**
- 11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 14 OCTOBER 2021**
- 11.1.1 **EXTENSION OF THE SWAKOPMUND TOWN AND TOWNLAND BOUNDARIES**  
(C/M 2021/10/28 - 16/1/4/1/8)

Ordinary Management Committee Meeting of 14 October 2021, Addendum 7.2 page 11 refers.

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

**1. Purpose**

The purpose of this submission is for Council to reaffirm its 2014 decision for the extension of the Swakopmund Town and Townlands boundaries.

**2. Introduction and Background**

In the past, Council resolved to extend the Scheme boundaries (Swakopmund Town and Townlands) and its area of jurisdiction by approximately 124 159.15 hectares. The aforesaid Council decision is depicted below.

- (a) *That Council approves the map including the new proposed boundaries of the Swakopmund Town and Townlands with ±124 159.15ha, to include the 40km mark east on the B2 road outside Swakopmund.*
- (b) *That all relevant stakeholders be consulted on the proposed application to obtain permission if required.*
- (c) *That the Engineering Services Department attends to the application for the extension of the Swakopmund Town and Townlands to the Ministry of Regional and Local Government, Housing and Rural Development in accordance with the approved map.*

**3. Discussion**

**3.1 Extension Basis**

The proposed extension is towards the north of town. Swakopmund is currently landlocked in terms of growth in a northern direction due to the Salt Works situated in the northern part of Swakopmund.

Currently the only direction growth can continue in is in a north easterly and easterly direction. With future development in mind, it is only sensible and logical to extent the town boundaries beyond its current location. It has been proposed that the boundaries be extended beyond the Desalination Plant situated north of Wlotzkasbaken and extending 40km east towards the B2 road. The extension will also include an area south of the Swakop River.

The proposed extension of the town boundaries will be approximately 124,159.15 ha. The town and townlands boundaries extension plan is attached as **Annexure A**. As previously highlighted, a realistic approach should be taken, particularly with regards to extent of extension of the Town and Townlands boundaries. It is again emphasised that the area subject to the proposed extension falls within the Dorob National Park. Therefore, consultation of all stakeholders is crucial, more specific with the Ministry of Environment, Tourism and Forestry.

### 3.2 Actions Taken To date

In January 2015, the General Manager: Engineering and Planning Services formally applied to the Minister of Urban and Rural Development for the Extension of the Swakopmund Town and Townlands. The application is attached as **Annexure B**.

As no response was received from the Minister, the aforesaid General Manager wrote a follow-up dated 20<sup>th</sup> June 2017. To all these efforts by the Municipal official, no response has been received thus far. The aforesaid letter is attached as **Annexure C**. It is against this background that Council is being requested to affirm its 2014 decision of the Town and Townlands Boundaries extension.

## 4. Conclusion

Given the silence by the Minister of Urban and Rural Development on the Council request for the Town and Townlands boundary extension, Council need to indicate as to whether the extension should still be pursued by reaffirming or revoking its 2014 decision.

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





### **RECOMMENDED:**

- (a) That Council reaffirms its Resolution (C/M 2014/05/27 -G 2/1) under Item Number 11.1.1.
  - (b) That the General Manager: Engineering & Planning Services informs and consults with the affected stakeholders on the proposed Swakopmund Zoning Scheme (Town and Townlands) boundaries and Area of Jurisdiction extension, namely; the Ministry of Environment, Tourism and Forestry, Ministry of Works and Transport and Ministry of Fisheries and Marine Resources.
  - (c) That upon consultation with the affected stakeholders, the General Manager: Engineering & Planning Services resubmits its request for the Zoning Scheme (Town and Townlands) boundaries and Area of Jurisdiction extension to the Minister of Urban and Rural Development.
-

**ANNEXURE B: APPLICATION TO THE MINISTRY****MUNICIPALITY OF SWAKOPMUND**

Ref No: G 2/1

Enquiries: Mr. A. van der Westhuizen

 (064) 4104400  
 (064) 4104125  
 53 Swakopmund  
 NAMIBIA  
Web [www.swkmun.com.na](http://www.swkmun.com.na)  
 [townengineer@swkmun.com.na](mailto:townengineer@swkmun.com.na)

14 January 2015

Ministry of Regional and Local Government,  
 Housing and Rural Development  
 Private Bag 13289  
 WINDHOEK  
 Namibia

Dear Sir,

**APPLICATION FOR THE ALTERATION OF THE LOCAL AUTHORITY BOUNDARIES FOR SWAKOPMUND.**

With reference to the above stated, the Swakopmund Municipality herewith formally applies the Honourable Minister in terms of Section 4.(1)(b) of the Local Authorities Act, 1992 (Act No. 23 of 1992) for the alteration of the Swakopmund Town Boundaries.

In terms of Section 4. (1)(b) of the Act, the Minister may *"at any time alter the boundaries of any local authority area by excluding any portion from its area or by adding any area thereto"*.

The Swakopmund Municipal Council recently resolved to have the Swakopmund Town Boundaries extended (See Annexure A). This came with the realisation that growth to the north cannot be accommodated any further due to the location of the Salt works that is situated between the last strip of land to be developed shortly and the location of the Town Boundaries just beyond the lease area of the Salt Works.

he intention came about due to a proactive planning approach that includes the sustainable development of the town for a period of time that will extend beyond 10 years.

he extension of such boundaries will unlock other possibilities for the municipality that will promote sustainable development in terms of Township establishments as well as for initiatives that could stimulate the local and national economy.

he Council do recognise the fact that the area applied for will extend well into the Dorop National Park and will ultimately extend beyond the desalination plant situated just north of the Wlotzkasbaken.

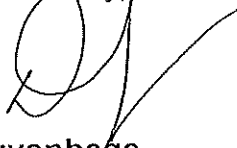
at this stage of the application the Municipal Council of Swakopmund is desirous to have Wlotzkasbaken included it into the Townlands of Swakopmund.

he Act also states under Section (4) (4) the following: *"If the Minister intends to alter the area of a local authority under subsection (1), he or she may direct the local authority council in question to cause a survey by a land surveyor of any area determined by the Minister to be carried out at its own expense, and if that local authority council fails to comply with that direction within a reasonable period the Minister may cause that survey to be carried out and may recover the costs thereof from the local authority council"*. It is requested that the Honourable Minister grants approval for Mr C.G. Pieterse, who is a qualified and registered Land Surveyor practising in Swakopmund, to conduct the surveying of the area and obtain statutory approval once official approval is obtained from the Minister or the Said Extension.

It is herewith requested that the Honourable Minister favourably considers such request from the Swakopmund Municipal Council and inform it accordingly as to the procedures required to make such extension of the Town Boundaries possible.

We trust that you will find the above in order.

Yours faithfully,



**D. Duvenhage**

**GENERAL MANAGER: ENGINEERING SERVICES**

AVDW

**ANNEXURE C: FOLLOW-UP LETTER****MUNICIPALITY OF SWAKOPMUND****Ref No:** G 2/1**Enquiries:** JT Heita

 (064) 4104403  
 (064) 4104125  
Fax2email: 0886519137  
 53 Swakopmund  
NAMIBIA  
 [www.swkmun.com.na](http://www.swkmun.com.na)  
 [townengineer@swkmun.com.na](mailto:townengineer@swkmun.com.na)

20 June 2017

The Permanent Secretary  
Ministry of Urban and Rural Development  
Private Bag 13289  
WINDHOEK  
Namibia

Dear Mr Nghidinua Daniel

**EXTENSION OF THE SWAKOPMUND TOWN AND TOWNLANDS BOUNDARIES**

Application by the Swakopmund Municipal Council for the alteration of municipal boundaries, dated 14 January 2015, has reference.

This letter serves as a follow up on progress regarding the request by Council to the Minister's Office for the alteration of the Swakopmund Municipal Boundaries. The request letter is attached for ease of reference.

Should you have any query or require additional information in this regard, please do not hesitate to contact the Manager: Town Planning, Mr John Heita, at telephone +264 64 410 4403 or E-mail: [jheita@swkmun.com.na](mailto:jheita@swkmun.com.na)

We trust you will find this letter in order and we look forward to hear from you at your earliest convenience.

Yours faithfully,

**AD Duvenhage**  
**GENERAL MANAGER: ENGINEERING SERVICES**

JTH/vrb

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

11.1.2 **RESUBMITTED: WAIVING OF OCCUPATIONAL RENT REQUIREMENT**  
(C/M 2021/10/28 - Erf 5002, Swk)

Ordinary Management Committee Meeting of 14 October 2021, Addendum 7.3 page 17 refers.

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

**1. Introduction**

The purpose of this submission is for Council to consider waiving occupational rental being charged on Erf 5002, Swakopmund as the purchaser paid rates and taxes on the land and structures as well. A letter in this regard was received from Atlantic Villa Boutique Guesthouse & Conferencing on behalf of Ane's Guest House CC, dated **27 September 2021 (Annexure "A")**.

**2. Current Situation**

On **25 February 2021** Council passed the following resolution under item 11.1.18 after considering an application for an extension of time to settle the purchase price for Erf 5002, Swakopmund (used as parking). For ease of discussion each point is commented on next to the resolution below:

(a) That Council approves the application by Ane's Guest House CC trading as Atlantic Villa Guest House for an extension of the due date until 02 August 2021, to secure the purchase price of Erf 5002, Swakopmund, subject to:

*A guarantee was provided prior to 02 August and ownership was transferred on 28 September 2021.*

- (i) payment of occupational rent of N\$ 8 900.00 per month from 01 February 2021;
- (ii) payment of the monthly rates and taxes from 22 January 2020; and
- (iii) payment of 10.25% interest per annum on the purchase price calculated from 22 January 2020 (excluding the lock down periods).

*As per letter dated 27 September 2021 the purchaser requests the occupational rent to be waived (in the amount of N\$ 71 616.00).  
On 22 January 2020 the prime lending rate was confirmed as 10.25% and is contained in the Deed of Sale as such.*

(b) That Ane's Guest House cc trading as Atlantic Villa Guest House be informed that interest calculated from 22 January 2020 until 02 August 2021 in terms of the deed of sale amounts to N\$ 116 004.16.

*Calculated until the date of transfer the penalty interest is in the amount of approximately N\$ 129 779.66.*

(c) That an extension of time to perform be granted if the rates and taxes are paid up to date on / before Friday, 26 March 2021.

(d) That no further extensions will be granted.

**3. Discussion**

Subsequent to a bank guarantee being issued before **02 August 2021** as per point (a) above, transfer of ownership of Erf 5002, Swakopmund was registered in the Deeds Office on **28 September 2021**.

### 3.1 Occupational Rent

Ane's Guest House CC paid rates and taxes calculated on both the land and improvement value and levying occupational rent is therefore not reasonable. A lessee pays occupational rent, but then not rates and taxes. In terms of Erf 5002, Swakopmund Ane's Guest House CC purchased the land, but payment was delayed until date of transfer. As purchaser the required rates and taxes were levied and paid.

*It is therefore proposed that the occupational rent be waived.*

### 3.2 Interest Charged

Extensions of time to perform was granted, therefore the purchase price was not secured by the initial due date as per the deed of sale, being **01 February 2021** (this date was already an extended date approved by Council on 25 February 2021 under 11.1.18). Interest charges therefore became applicable and were not settled on the date of transfer.

Finance Department confirmed per **Annexure "B"** that the interest amounts to N\$129 779.66 calculated from the date of sale of **22 January 2020**.

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

#### **RECOMMENDED:**

- (a) That Council takes note that transfer of ownership of Erf 5002, Swakopmund to Ane's Guest House CC was registered in the Deeds Office on 28 September 2021 in terms of Council's resolution passed on 25 February 2021.
  - (b) That Council waives the requirement for payment of occupational rent as per point (a) (i) of Council's resolution passed on 25 February 2021 as the purchaser paid rates and taxes based on the land and improvement value of the erf.
  - (c) That the penalty interest applicable from 22 January 2020 until date of transfer of 28 September 2021 calculated at a rate of 10.25% be levied to Ane's Guest House CC (N\$129 779.66).
-

**ANNEXURE "A"**

**P O Box 552**  
**Swakopmund**  
**Tel: +264 64 463511**  
**Fax: +264 64 463510**  
 27.09.2021

The CEO  
 The Municipality of Swakopmund  
 By Mail

**DEED OF SALE: MUNICIPALITY OF SWAKOPMUND/ANE'S GUESTHOUSE**  
**T/A ATLANTIC VILLA GUESTHOUSE – erf 5002, Extension 14,**  
**Swakopmund**

With reference to the above, the following are summarized:

**Background**

1. On 22 October 2020 a deed of sale was entered between the above parties in respect of Erf 5002, Swakopmund (Extension 14);
2. The erf was purchased for parking and was developed accordingly;
3. Possession has taken place in terms of clause 9 of the agreement;
4. The purchase price is recorded in annexure "B" to the agreement and is attached for ease of reference;
5. The summary of the payment:
  - a. Purchase price – N\$ 860 600-00;
  - b. Interest – 10,25%;
  - c. Rates and taxes;
6. Current Namibian prime interest rate – 7.5%
7. Possession of the property was taken on 22 January 2020;
8. The effect of Covid manifested and became apparent from mid March 2020;

**REQUEST FOR EXTENSION**

9. On 2 February 2021 a six month extension was requested due to the consequences of covid;
10. On 25 February 2021 a 6 months extension was granted. For ease of reference the letter dated 25 February 2021 is attached;
11. The summary of the approval:
  - a. Payment of rates and taxes form 22 January 2020;
  - b. Over and above the interest, an amount of N\$ 8 900-00 per month from 1 February 2021;



## **OCCUPATIONAL INTEREST**

12. Occupational interest is an amount payable by the occupant of a property to the owner, before transfer of the property has taken place. This makes occupational interest similar to a tenant paying rent.
13. The logic behind this arrangement is that irrespective of an impending change of ownership, the current owner is still required to service their bond repayment, and manage costs associated with the upkeep of the property until ownership is transferred.

## **REASON FOR DELAY OF TRANSACTION**

14. The financial consequences of Covid. It is appreciated that covid is offered as an excuse left, right and centre, however financial information can be submitted to substantiate this claim;
15. Atlantic Villa has lost (this is not related to profit) more than N\$ 2.5 million in payment of running expenses over the last 18 months;
16. The Municipality may have a higher number of debtors outstanding. No losses has occurred due to covid as rates and taxes remain payable for everyone;
17. This is also the situation with regard to the bond on the property (the bank);

## **THE POSITION OF MUNICIPALITY**

18. The delay in the transaction has not cause any negative financial implications:
  - a. Rates and taxes are paid;
  - b. Interest of 10,25% (2,75% more than the prime rate is paid);
19. Interest on an investment account is approximately 4%;

## **PAYMENT OF N\$ 8 900-00 FROM 1 FEBRUARY 2021**

20. Application is made in the context of the above, to reconsider this addition portion that was further added;
21. Beggars cant be choosers, due to the fact that the property had been developed, the applicant had no choice but to find a way to continue with this transaction. The development cost of the property was approximately N\$ 1 000 000-00;
22. In the absence of the development, this transaction would not have been possible;

## **REGISTRATION OF THE PROPERTY**

23. The payment has been made of the clearance amount as per annexure dated 21 September 2021;
24. The guarantee is in place and the transaction has been lodge in the Deeds office. Registration of transfer will take place before the end of September 2021.

**APPLICATION**

1. You are kindly requested to reconsider the amount of N\$ 8 900-00 per month as from 1<sup>st</sup> of February 2021 until date of finalization of the transfer of the property;

Your favorable consideration is eagerly awaited.



.....

MEMBER

J G VAN DER MERWE

**BANKING DETAILS: NAME: ANE'S GUESTHOUSE T/A ATLANTIC VILLA  
BANK: BANK WINDHOEK LTD BRANCH: SWAKOPMUND BRANCH CODE: 481-772 CHEQUE  
ACCOUNT NO: 8001223231**

Ane's Guesthouse t/a Atlantic Villa CC/2006/1510 / [www.atlantic-villa.com](http://www.atlantic-villa.com) / E-mail:  
[atlanticvilla@iway.na](mailto:atlanticvilla@iway.na)

NTB REGISTRATION NO: GHO00126 : Owners and members : J G van der Merwe / A Goosen

**ANNEXURE "B"**

**MUNICIPALITY OF  
SWAKOPMUND**

☎ (064) 4104316  
 📠 (064) 0886528144  
 ✉ 53 Swakopmund  
 NAMIBIA  
 Web www.swkmun.com.na  
 📧 finance@swkmun.com.na

**APPLICATION FOR A CERTIFICATE OF PAYMENT**

**NAME OF APPLICANT: KOEP & PARTNERS**

**ERF NO.: 5002 SWAKOPMUND**

**DATE: 21/09/2021**

The above erf belongs to: **NAME** : MUNICIPALITY OF SWAKOPMUND  
 :

**ADDRESS** : P O BOX 53  
 : SWAKOPMUND  
 :

Your reference: :

Prospective Buyer: **NAME** : ANE'S GUEST HOUSE CC  
 :

**ADDRESS** : P O BOX 522  
 : SWAKOPMUND  
 :

The certificate to be valid up to: **30 SEPTEMBER 2021**

		<b>FOR OFFICE USE ONLY</b>	
<b>The following amounts are due:</b>		<b>ACC NO: 50500200012</b>	
<b>BALANCE:</b>	N\$ 101055.15	<b>DATE: 30/09/2021</b>	
Water conn	N\$		
Assessment Rates & services	N\$		
Services	N\$		
Assessment Rates	N\$		
Late fees	N\$		
Loans	N\$		
H/OVER	N\$		
<b>TOTAL:</b>	<b>N\$ 101055.15</b>	=====	

**ANNEXURE "C"**

**From:** Gaudensia Mukena

**Sent:** Wednesday, 29 September 2021 02:16 PM

**To:** Stephny Bruwer

**Cc:** Melani Bamberger (melani@koep.com.na)

**Subject:** RE: Urgent Interest Calculation Plse - Erf 5002, Swk

Dear Stephny

Good day

Below find the calculations until 28 September 2021:

	Days	Payment	Amount	Int Rate	Interest
<b>5002</b>					
Jan-20	9		860 600.00	10.25%	2 175.08
Feb-20	29		860 600.00	10.25%	7 008.58
Mar-20	31		860 600.00	10.25%	7 491.94
Apr-20	30		860 600.00	10.25%	7 250.26
May-20	31		860 600.00	10.25%	7 491.94
Jun-20	30		860 600.00	10.25%	7 250.26
Jul-20	31		860 600.00	10.25%	7 491.94
Aug-20	31		860 600.00	10.25%	7 491.94
Sep-20	30		860 600.00	10.25%	7 250.26
Oct-20	31		860 600.00	10.25%	7 491.94
Nov-20	30		860 600.00	10.25%	7 250.26
Dec-20	31		860 600.00	10.25%	7 491.94
Jan-21	31		860 600.00	10.25%	7 491.94
Feb-21	28		860 600.00	10.25%	6 766.91
Mar-21	31		860 600.00	10.25%	7 491.94
Apr-21	20		860 600.00	10.25%	4 833.51
May-21	31		860 600.00	10.25%	7 491.94
Jun-21	30		860 600.00	10.25%	7 250.26
Jul-21	31		860 600.00	10.25%	7 491.94
Aug-21	31		860 600.00	10.25%	7 491.94
Sep-21	28		860 600.00	10.25%	6 766.91
	<b>605</b>				<b>146 213.58</b>
Total days	605		860 600.00	10.25%	146 213.58
					16
less lock down	<b>68</b>		860 600.00	10.25%	433.92
Total interest	537		860 600.00	10.25%	129 779.66

Regards, Gaudensia Mukena

**ANNEXURE "D"**

The location of Erf 5002, Swakopmund in Extension 14:



11.1.3 **ANGELIQUE INVESTMENT CC: ERF 7159, MONDESA**  
 • **CANCELLATION CONFIRMATION**  
 • **FUTURE SALE**  
 (C/M 2021/10/28 - M 7159)

Ordinary Management Committee Meeting of 14 October 2021, Addendum 7.4 page 25 refers.

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

**1. Introduction**

The **attached** letter dated **30 August 2021** was received from Angelique Investment CC (**Annexure "A"**) informing Council that they are cancelling the sale transaction for Erf 7159, Mondesa due to the current economic trough.

Therefore the purpose of this submission is to:

- 1.1 *Inform Council of the cancellation of the sale of Erf 7159, Mondesa; and*
- 1.2 *consider the future sale of Erf 7159, Mondesa by closed bid sale.*

**2. Brief Background**

The date of sale for Erf 7159, Mondesa is **02 December 2017** and the initial due date to secure the purchase price was **02 April 2018**. The purchase price was approved by Council on **28 September 2017** under item 11.1.24 at N\$450.00/m<sup>2</sup>.

Council approved various extensions of time to secure the purchase price. The latest resolution was passed on **29 October 2020** under item 11.1.25 in terms whereof an extension of time was granted until **02 September 2021**, quoted below:

*That Messrs Angelique Investment CC be granted 12 months to settle the purchase price the due date being 02 September 2021 subject to interest calculated from 02 December 2017.*

Angelique Investment CC diligently paid their rates and taxes and signed all addenda to the deed of sale. Notwithstanding their best efforts, the development of Erf 7159 could not be secured.

**3. Cancellation of Sale**

Angelique Investment CC formally cancels the sale of Erf 7159, Mondesa as per their letter dated **30 August 2021 (Annexure "A")** and requests that the municipal service account be cancelled effective 30 August 2021.

**4. Future Sale of Erf 7159, Mondesa**

Erf 7159, Mondesa (2 812m<sup>2</sup>) is zoned "General Residential" and is located in Extension 26, Swakopmund.

It is proposed that Erf 7159, Mondesa be added to the list of erven located in Extension 26 approved for sale by Council on **30 January 2019** under item 11.1.12 (point (a)):

- (a) That Council takes note of the following erven available for closed bid sale in terms of Council resolutions:

Extension 26 (Council resolution of 31 March 2016 under item 11.1.15):

	Erf No	Size m <sup>2</sup>	Upset Price N\$
1	7053	7030	966 625.00
2	7065	4241	583,138.00
3	7066	4494	617,925.00

Extension 10 (Council resolution of 28 September 2017 under item 11.1.22):

	Erf	Size	Upset Price
4	4094	2 014	341 373.00
5	4097	1 637	277 471.50

- (b) That a closed bid sale be arranged during 2019 for the sale of the above 5 erven.

#### 4. **Proposal**

The following is proposed:

- 4.1 That Council takes note of the cancellation of the sales transaction of Erf 7159, Mondesa by Angelique Investment CC; and
- 4.2 That Erf 7159, Mondesa be added to the list of erven approved by Council on 30 January 2019 under item 11.1.12 (a) located in Extension 26 for sale by closed bid.

As with Erven 7053, 7065 and 7066 the upset price be determined at N\$137.50/m<sup>2</sup>.

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

#### **RECOMMENDED:**

- (a) That Erf 7159, Mondesa be added to the list of erven available in Extension 26 for sale by close bid as approved by Council on 30 January 2019 under item 11.1.12 (a).
- (b) That the upset price be determined at N\$137.50/m<sup>2</sup> i.e. 2 812m<sup>2</sup> x N\$137.50 = N\$386 650.00.
-

**ANNEXURE "A"**

19-03-02-7159

M 7159

f

**ANGELIQUE INVESTMENT CC**P.O Box 2194  
Swakopmund[melanne.nash@yahoo.com](mailto:melanne.nash@yahoo.com)

Cell: 081 314 4885

30 August 2021

Chief Executive Officer  
Mr. Alfeus Benjamin  
Municipality of Swakopmund  
P.O Box 53  
Swakopmund

RECEIVED 2021-08-30

Dear Mr. Benjamin

**RE: ERF 7159, MONDESA, MESSRS ANGELIQUE INVESTMENT CC.**

The above-mentioned subject has reference.

Since approval was granted, our technical team has attend to all technical related matters regarding the project and our marketing team has been busy with the marketing since after. sadly the outcome is quite low and which makes it quite difficult to secure enough guarantees and all of this is merely caused by the outbreak of the Covid-19 pandemic globally.

According to our Marketing team the market has indicated that the client is not likely to commit to any similar development at this stage and that is why you would see a lot of erven remain undeveloped. Therefore, at this stage the financiers are not too keen to finance any similar development until a certain percentage is achieve in terms of guarantees.

It is quite sad to see the entire country is hugely affected by the economic downfall and that the most affected industry is the house and construction.

Given the above, we are hereby returning Erf 7159, Ext. 26, Mondesa, Swakopmund back to the Swakopmund Municipal Council.

It is therefore our request that council cancel the invoicing of rates and taxes against Angelique Investment CC with immediate effect as from the date of this communique.

We trust that you will find the above in good order.

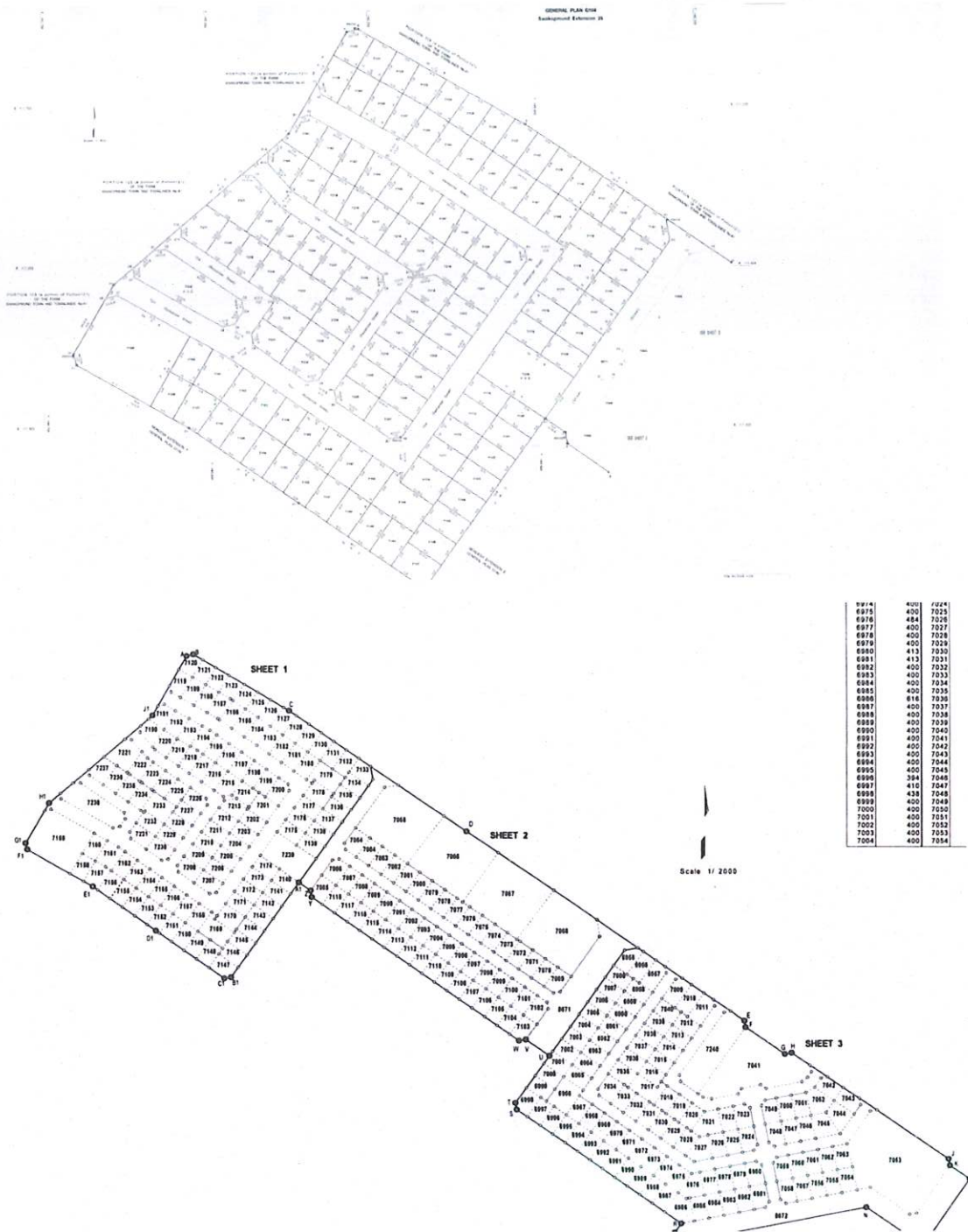
Yours faithfully,

For Angelique Investment CC.

**PND Nashilundo**



**ANNEXURE "B"**



- 11.1.4 **RESUBMITTED: GHETTO ASSISTANCE CENTRE (PTY) LTD - APPLICATION FOR RECONSIDERATION OF CANCELLATION OF THE JV**  
(C/M 2021/10/28 - 16/1/4/2/1/14)

Ordinary Management Committee Meeting of 14 October 2021, Addendum 7.5 page 30 refers.

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

**1. Introduction**

The purpose of this submission is to consider an application by Ghetto Assistance Centre (Pty) Ltd requesting Council to reconsider the Management Committee decision passed on **19 August 2021** under item 5.5 (the decision was condoned by Council on **30 August 2021**).

**Attached** is the application from Ghetto Assistance Centre (Pty) Ltd dated **13 September 2021 (Annexure "A")**.

Ghretto Assistance Centre (Pty) Ltd was allocated Extension 4 for development.

On **30 August 2021** under item 11.1.17 Council resolved to cancel the transaction in terms of the conditions of a joint venture due to non-performance as required in terms of clause 3 of the agreement.

**2. Council's decision passed on 30 August 2021 under Item 11.1.17**

On **30 August 2021** Council condoned the Management Committee decision passed on **19 August 2021**.

On **25 August 2021** Ghetto Assistance Centre (Pty) Ltd was informed of the Management Committee decision (same as the Council decision) quoted below:

- (a) *That Council takes note of the report on the progress of the developers.*
- (b) *That the following two developers be granted an extension of time of another 180 days (18 December 2021) to comply with clause 3, based on the substantial progress and commitment evident from their progress reports:*
  - (i) *Tapeya Investment Holding (Pty) Ltd*
  - (ii) *Quintessential Trading and Consultancy (Pty) Ltd*
- (c) *That the joint venture agreements of the following two developers be cancelled as no "best commercial endeavours" are evident from their progress reports:*

- *Ghetto Assistance Centre (Pty) Ltd (Annexure "B") submitted a short progress report dated 18 May 2021, followed by an email dated 22 June 2021.*

- Gheron Building Construction (Pty) Ltd (Annexure "C") requests an extension of time (not state for how long), per letter dated 29 June 2021.

(d) That the re-allocation of the cancelled transactions for Extension 4 (Ghetto Assistance Centre (Pty) Ltd) and Extension 38 (Gheron Building Construction (Pty) Ltd) be submitted under cover of a separate submission.

In reply to our letter dated **25 August 2021** the letter attached as **Annexure "A"** was received (discussed under point 3 below).

3. **Application received from Ghetto Assistance Centre (Pty) Ltd**

- 3.1 The developer requests an extension of 40 days, but does not indicate from which date.
- 3.2 Various points are mentioned of what the developer already did to date, but it does not constitute substantial progress and commitment for them, neither is documentary proof submitted of compliance with any of the various points of clause 3 of the joint venture agreement (**Annexure "B"**).
- 3.3 The developer mainly states all efforts made in putting pressure on the various government entities to approve the 8 joint venture transactions. This was action taken by the developer by their own decision and was not required by Council. There is nothing to confirm that their intervention was conclusive or contributed to the eventual decision of the Minister, neither does the request contribute to compliance as required in terms of clause 3.

4. **Enquiry by the Anti-Corruption Commission**

Following a complaint by Mr F van Wyk regarding funds not be repaid by the entity, the entity was requested per letter dated 16 April 2021 to indicate the relations between the following entities which have similar names and were implicated in the letter of Mr F A van Wyk:

- 2.1 Ghetto Assistance Centre (Pty) Ltd  
 2.2 Ghetto Assistance Centre CC  
 2.3 Ghetto Assistance Centre Trust

No reply was received by **30 April 2021** and Mr F A van Wyk proceeded to lay a charge at the Namibian Police.

On **11 August 2021** an e-mail was received from the Anti-Corruption Commission posing various questions regarding the entity Ghetto Assistance Centre (**Annexure "C"**).

A reply dated **17 August 2021** was written to the commission (**Annexure "D"**), to date no further correspondence was received.

**5. Discussion**

Although Ghetto Assistance Centre (Pty) Ltd still does not submit any substantial proof of progress made in terms of clause 3 of the joint venture agreement (**Annexure "B"**), they request an extension of time of 40 days to comply with clause 3.

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

**RECOMMENDED:**

**(a) That Council takes note of the letter dated 13 September 2021 received from Ghetto Assistance Centre (Pty) Ltd requesting Council to:**

- (i) Rescind its decision passed on 30 August 2021 under item 11.1.17 point (c) in terms whereof the joint venture agreement with Ghetto Assistance Centre (Pty) Ltd is cancelled; and*
- (ii) To grant them an extension of time of 40 days to comply with clause 3 of the joint venture agreement.*

**(b) That Ghetto Assistance Centre (Pty) Ltd be informed that Council discussed their request, but decided to remain with its decision passed on 30 August 2021 under item 11.1.17.**

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## ANNEXURE "A"



*PTY Ltd 2020/0634 Vat Ref no: 6507537011*

P.O. Box 3218 Swakopmund, Namibia. E-mail: internationaltrackinghouse@yahoo, Apex, Park, Unit 7,  
Smith Street, MOBILE: 081 7902677/0813651144

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13/09/2021

Swakopmund Town Council

PO.BOX 53

Chief Executive Officer

Mr. Benjamin

**Re: Appeal against the intended cancellation of Ghetto Assistance Center PTY, LTD Development Agreement of block 16, portion 143, Matutura, Swakopmund and request for extension**

We are humbly appealing against the decision that was taken in a management committee meeting of the Swakopmund Town Council as per the letter we have received on the 25<sup>th</sup> of August 2021 from the Swakopmund municipality, signed by Mr. Plaaitjies.

As stated in your letter, it is recognized, that we sent you a progress report through our legal representative Mr. Dirk Conradie and have also requested for an extension even though a specified period was not indicated for the extension.

The extension request is premised on the following:

We have invested extensively in this project financially, in terms of time spent and energy expended.

We contracted architects to design the housing plans, civil engineers, and other service providers, who all give input into plans and all to be submitted.

Also we have signed a Joint Venture Agreement with a South African based company which is responsible for all financial obligations of the project, and we are waiting on them to conclude the financing, so that all documents must be submitted at the same time to the Council and management.

We additionally submitted our application locally to the Development Bank of Namibia, for funding, to ensure that we will be able to fulfill our contractual obligation towards, the Swakopmund Council, and the community in case the financing from our JV partners do not work out for one or the other reason.

It is based on this fact and the notice given by our JV partners that we are humbly pleading with the esteemed office of the Swakopmund Council for an extension of 40 days.

As we stated previously we were allocated block 16, portion 143, Matutura in 2017 and work around clock since then to move bureaucracy towards concluding the Development Agreement.

It was our company who went from office to office, wrote letters from one senior official to another to move forward the realization of the Development Agreements.

We even wrote to the office of the President when we realized nothing was moving at the level of the Ministry of Urban and Rural Development and the Office of the Attorney General.

Afterwards, and with the support of the Office of the President we went to Windhoek to unblock step by step and office by office the blockages which were delaying the finalization of the development Agreements.

This is how the model agreement came to be concluded by the Attorney General's Office and the Ministerial consent granted by the Minister of Urban and Rural Development.

In this regard we can provide numerous references of government employees –at those two institutions, Ministry of Urban and Rural Development and the Attorney General's Office, who can testify to the amount of time we spent daily, weekly and monthly in their offices to unblock the delays for four full years until the Development Agreement was signed off and the Ministerial consent granted.

Even here at the Municipality of Swakopmund Mrs. Bruwer, Mrs. Plaatjes, outgoing Mr. Swartz and also the Chief Executive Officer Mr. Benjamin and many of the outgoing councilors can confirm, how much we pressurized various offices until this Agreements became a reality.

Therefore, on humanitarian grounds, we plead with our esteemed Council and Councillors to consider favorably, based on the above mentioned enormous energy and resources that we have put in, monetary, emotionally and physically, the reasonable request of 40 days.

Allocation of this block was made in 2017 November and we receive the Development Agreements for which we fought for, office by office and step by step only on December 2020.

We have fought for 4 years for this project to be commenced and reasonably could not have secured any-co investor or financing for a project which was not legally concluded by the government and the Local authorities side.

It is against this background that we are humbly pleading for the extension for 40 days and the rescindment of that decision taken by the management committee, which to our knowledge may not have the sufficient information, particularly the historical context as from 2017 until December 2020 when the Development Agreements were only concluded.

This means that we despite our best efforts to comply with our obligations were never afforded as people from the previously disadvantage communities sufficient time to mobilized the resources required to start the project.

We fought so long for this project, for four years to materialized, and it is therefore sad that we are fighting today when finally, we succeeded to have the Development Agreement concluded to retain the validity of those Agreements.

As Councillors we believe that you are aware of trust bestowed upon you, to stand up and defend and look after people such as ourselves, who may not have the right political connections but are just ordinary Namibians trying to make an honest leaving by standing up against all odds.

This is why we once again humbly appeal to your conscience to consider withdrawing the decision made by the management committee and grant us an extension of 40 days to conclude all the outstanding documents and submissions to the Council.

We thank you for your kind consideration and commitment in resolving this issue as it hampers much needed housing development and progress

Yours in development

**F. Gowaseb**

**Paul Conradie**

Managing Directors

**Considered Signed.**

**ANNEXURE "B"**

3.	<p>Suspensive Conditions to be fulfilled by <b>Municipality within 120 days</b> of signature:</p> <p>3.1.1 the successful compliance by the Municipality with the provisions of section 63(2) of the LA Act;</p> <p>3.1.2 the exemption of the Municipality from compliance with the relevant provisions of the Public Procurement Act, 2015 (Act No. 15 of 2015), in respect of the procurement of the works and the disposal of assets contemplated in this Agreement;</p> <p>Suspensive Conditions to be fulfilled by the <b>Developer within 180 days</b> of signature</p> <p>3.1.3 the submission by the Developer to the Municipality of a <b>written detailed true estimation of the costs</b> to be incurred by the Developer in the execution of its development obligations contemplated in this Agreement and the approval of the true estimation of the costs by the Municipality;</p> <p>3.1.4 the submission by the Developer to the Municipality of <b>satisfactory proof that the Developer has secured adequate funding</b> for the successful completion of the development contemplated in this Agreement. Whether or not such proof is satisfactory, shall lie exclusively in the discretion of the Municipality;</p> <p>3.1.5 the delivery by the Developer to the Municipality of an <b>acceptable Performance Guarantee</b> issued by an accredited registered bank, financial institution or insurance company on behalf of the Developer's Contractor in favour of the Municipality, equal to 10% (ten percent) of the true estimated development cost of the bulk and internal services infrastructure (forming part of the cost estimation to be submitted by the Developer in terms of 3.1.3 above), for the due performance by the Developer of its development obligations stipulated in 5.4 and 5.5 below;</p> <p>3.1.6 the submission by the Developer to the Municipality of a <b>construction programme detailing a time line</b> for the execution of the development contemplated in this Agreement, and, if the Developer proposes to carry out the development of the internal services infrastructure (as more fully stipulated in 5.5 below) in phases, then also detailing such phases with reference to the geographical areas which each phase is to cover and the timeline for each phase (with due regard to the overall completion time frames stipulated in clause 5.8.5 below), and the approval of said construction programme by the Municipality;</p> <p>3.1.7 the submission by the Developer to the Municipality of the <b>Project Specifications</b>, and the approval of the Project Specifications by the Municipality;</p> <p>3.1.8 the submission by the Developer to the Municipality of <b>design drawings and construction plans</b> (prepared by an engineer or firm of engineers) detailing the design and layout of the internal services infrastructure and the upgrading of the bulk services infrastructure, and the approval thereof by the Municipality;</p> <p>3.1.9 the submission by the Developer to the Municipality of <b>conceptual sketch plans of at least three standard types of dwelling houses</b> to be constructed by the Developer at the Single Residential Disposal Erven, and the approval thereof by the Municipality.</p> <p>3.1.10 the adoption by the directors of the Developer of the requisite resolution for the conclusion by the Developer of this Agreement and the authorisation of the signatories of the Developer to enter into this agreement on behalf the Developer, and the submission of proof thereof to the Municipality;</p> <p>3.1.11 the submission to the Municipality of <b>documentary proof to the effect that the Developer is duly registered for Value Added Tax and that it is in good standing with the Department of Inland Revenue of the Namibian Ministry of Finance in respect of all of its tax liabilities.</b></p> <p>3.2 The Parties undertake to use their respective best commercial endeavours to procure the timeous fulfilment of the Conditions Precedent, as soon as possible after the Signature Date.</p> <p>3.3 Unless all the Conditions Precedent have been fulfilled by no later than the respective due dates for fulfilment as determined in clause 3.1 above:</p> <p>3.3.1 the provisions of this Agreement (save for the Immediately Effective Provisions) will be of no force or effect;</p> <p>3.3.2 the Property will be restored to the Municipality in the condition in which it was before the Signature Date; and</p> <p>3.3.3 No Party shall have any claims against the other Party arising from the failure of any of the Conditions Precedent, except for such claims as may arise from a breach of the provisions of clause 3.2 above or as may arise from a legitimate claim for restoration to the Municipality of the Property in the condition in which it was before the Signature Date (as contemplated in clause 3.3.2 above).</p>
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**ANNEXURE "C"**

**From:** Annalize Swart  
**Sent:** Wednesday, 11 August 2021 03:15 PM  
**To:** Andre Plaatjie; Stephny Bruwer  
**Cc:** Immaculata Ortner; Alfeus Benjamin  
**Subject:** FW: Ghetto Assistance Centre

**Act GM:CS&HC**

1. The CEO kindly initiated your department to attend to this enquiry.
2. Draft a formal letter with the response for the CEO to sign to be submitted to the ACC.

Many thanks and regards

**Annalize Swart** | Executive Assistant to the Chief Executive Officer | Chief Executive Office | 4100

**From:** Frieda Kanyama <fkanyama@accnamibia.org>  
**Sent:** Wednesday, 11 August 2021 12:16 PM  
**To:** Annalize Swart <aswart@swkmun.com.na>  
**Subject:** Ghetto Assistance Centre

Goodday Ms Swart

The Commission received allegations pertaining to **Ghetto Assistance Centre** collecting money from different people in exchange for the provision of opportunities to own houses in Swakopmund. It is further alleged that the entity Ghetto Assistance Centre is registered with the Municipality of Swakopmund and in receipt of monthly funds (it is not mentioned for what).

In order for the Commission to further evaluate this complain, clarity is sought from the Swakopmund Municipality to indicate whether **Ghetto Assistance Centre** is indeed registered and in receipt of monthly funds from the Municipality.

**Best Regards**

**Mrs. Frieda Ndapewa Kanyama**  
**Senior Investigating Officer**  
**Anti-Corruption Commission**  
**Swakopmund**  
**Tel: 064-418311**  
**Cel: 0852929480**  
**Efax: 088647944**



ANTI-CORRUPTION  
COMMISSION  
NAMIBIA

## ANNEXURE "D"



## MUNICIPALITY OF SWAKOPMUND

(064) 4104230  
 088 614 514  
 53 Swakopmund  
 NAMIBIA  
[www.swkmun.com.na](http://www.swkmun.com.na)  
[aplaatjie@swkmun.com.na](mailto:aplaatjie@swkmun.com.na)

Enquiries: Mr A Plaatjie

17 August 2021

The Senior Investigating Officer  
 ANTI-CORRUPTION COMMISSION NAMIBIA  
 SWAKOPMUND

Attention: Ms Frieda Ndapewa Kanyama  
[fkanyama@accnamibia.org](mailto:fkanyama@accnamibia.org)

Dear Madam

**GHETTO ASSISTANCE CENTRE**

Your e-mail dated 11 August 2021 regarding the abovementioned refers.

The following is herewith confirmed:

1. **Allocation of Extension 4, Matutura**

A letter dated 04 April 2017 was received from Ghetto Assistance Centre CC applying to develop Extension 4, Matutura.

Council considered the application together with various similar applications for townships development. On 31 May 2018 under item 11.1.25 Council allocated Extension 4, Matutura to **Ghetto Assistance Centre CC** for development. Approval was received from the Office of the Attorney-General and the Ministry of Urban & Rural Development to proceed with the transaction subject to the closed corporation being converted to a company.

Subsequently **Ghetto Assistance Centre CC** converted to **Ghetto Assistance Centre (Pty) Ltd** of which the shareholders are Mr Fritz Gowaseb, Identity Number: 821129 1011 9 and Mr Paul Wilkens Conradie, Identity Number: 791220 1065 3.

An e-mail dated 22 June 2021 (attached) was received from Mr Dirk Conradie confirming that he is acting as the legal representative of **Ghetto Assistance Centre (Pty) Ltd**. His contact details appear on the said e-mail should you require any information from him.

Council is only involved with **Ghetto Assistance Centre (Pty) Ltd** in terms of a joint venture agreement signed on 21 December 2020 for the installation of services to Extension 4, Matutura. The developer will retain a number of erven on which houses will be constructed and sold to the community.

2. **Funding**

**Ghetto Assistance Centre** does not receive any payments from the Swakopmund Municipality, monthly or otherwise.

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

A letter was received from a concerned resident, Mr F A van Wyk stating that **Ghetto Assistance Centre Trust** collects funds from the community and which are not being refunded upon request.

Therefore Council addressed the attached letter dated 16 April 2021 to **Ghetto Assistance Centre (Pty) Ltd** requesting them to indicate the relations between the following entities which have similar names and were implicated in the letter of Mr F A van Wyk:

- 2.1 Ghetto Assistance Centre (Pty) Ltd
- 2.2 Ghetto Assistance Centre CC
- 2.3 Ghetto Assistance Centre Trust

No reply was received by **30 April 2021** and Mr F A van Wyk proceeded to lay a charge at the Namibian Police.

We have also subsequently received complaints from other members of the public accusing Ghetto Assistance Centre Trust of dishonesty and misleading the public.

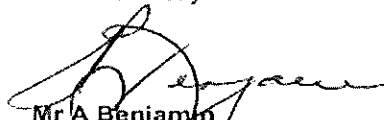
### 3. Miscellaneous Interactions

For completeness sake, the following correspondence was traced on Council's electronic system and is listed in chronological order:

- 3.1 A letter dated **19 April 2015** was received from Ghetto Assistance Centre requesting an audience with Council. A presentation was made to the Planning Forum of 09 June 2015.
- 3.2 A letter dated **16 August 2016** regarding the payment of a purchase price on behalf of the purchaser of Erf 3822, Mondesa. The matter was resolved as the employer of the purchaser deducted the money from the purchaser's salary for transfer to Council.
- 3.3 A letter dated **22 May 2017** was received from Kinghorn Associates acting on behalf of **Ghetto Assistance Centre Trust** for approval to waive pre-emptive rights registered against Erven 690, Tamariskia, Erven 3948 and Erf 3629, Mondesa in their favour for the registration of bonds. The matter was discussed at Council's Planning Forum on 08 August 2017 and on 09 January 2018. As standard practice Council waives its first right of refusal in favour of registered banks, but not informal financiers. Kinghorn Associates were informed accordingly on 12 February 2018. No further correspondence was received in this regard.

Should you have any enquiries, please do not hesitate to contact Mr A Plaatjie at ☎ 064-4104200.

Yours faithfully

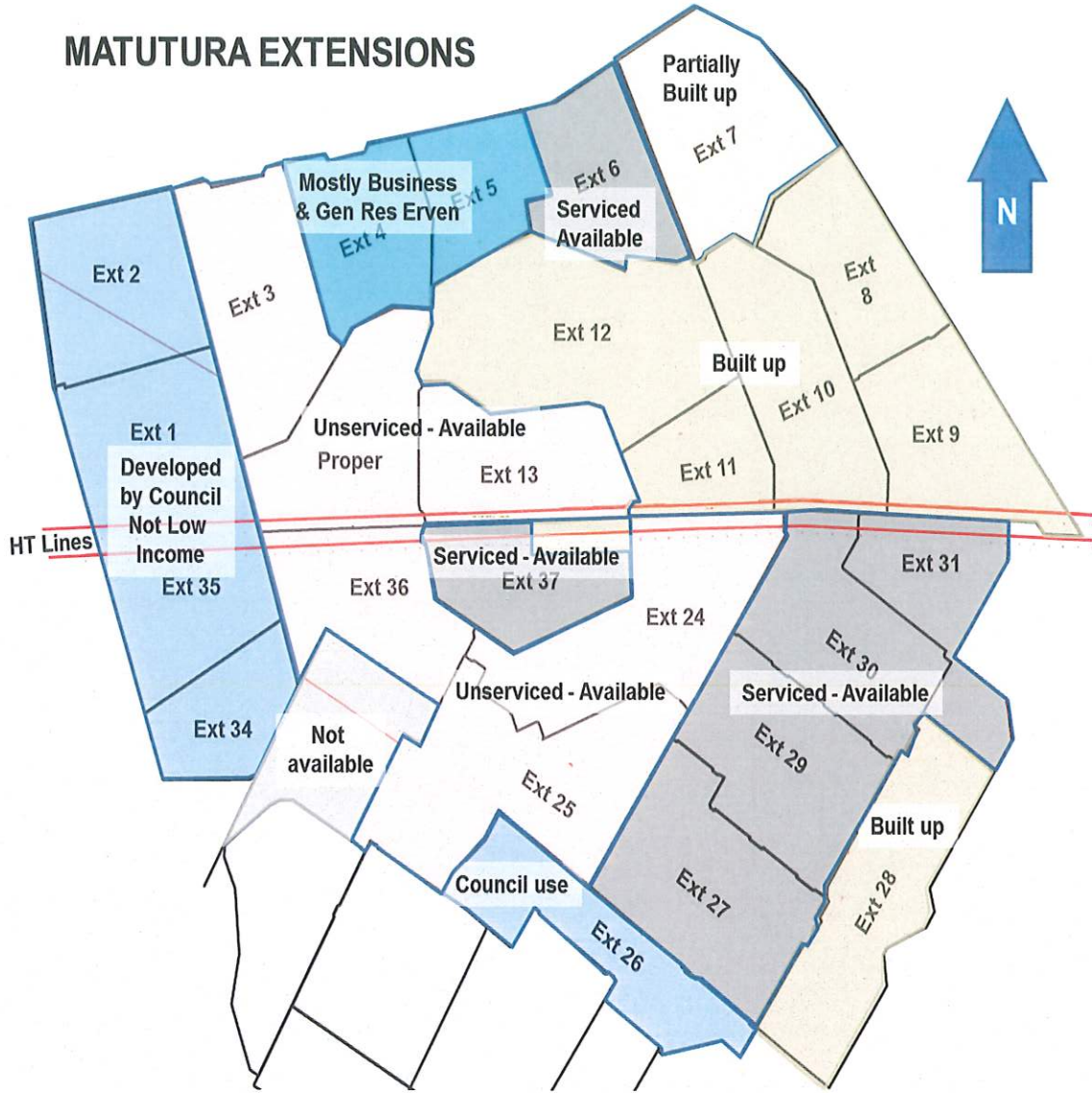
  
Mr A Benjamin  
Chief Executive Officer

Copy: GM: Engineering & Planning Services  
GM: Finance

/sb



# MATUTURA EXTENSIONS



11.1.5 **NATIONAL UNITY DEMOCRATIC ORGANISATION (NUDO):  
REQUEST FOR AN EXTENSION OF TIME TO PAY THE  
PURCHASE PRICE**

(C/M 2021/10/28 - E 6945, E 6950)

Ordinary Management Committee Meeting of 14 October 2021, Addendum 7.6 page 41 refers.

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

**1. Introduction**

The purpose of this submission is for Council to consider an extension of time to perform for the sale of Erf 6945, Swakopmund to National Unity Democratic Organisation. .

A letter dated **16 August 2021 attached as Annexure "A"** was received from the political party in which the party is requesting to be granted an extension of time to perform due to financial constrain. The extension requested is for a period of 6 months.

The extension of time to perform will also affect PDM who purchased Erf 6950, Swakopmund in terms of the same approval granted by Council. The erven were allocated as follows:

<i>Erf</i>	<i>Size</i>	<i>Purchase Price</i>	<i>Political Party Name</i>
6945, Ext 25, Swakopmund	2 452	N\$269 720.00 (2452 x 110.00 p/m <sup>2</sup> )	National Unity Democratic Organisation (NUDO)
6950, Ext 25, Swakopmund	2 420	N\$266 200.00 (2420 x 110.00 p/m <sup>2</sup> )	Popular Democratic Movement (PDM)

**2. Brief Background**

Erf 6945 Swakopmund (2 452m<sup>2</sup>) was allocated to National Unity Democratic Organisation and Erf 6950 (2 420m<sup>2</sup>) was allocated to Popular Democratic Movement (**Annexure "B"**). On **27 October 2016** under item 11.1.8 Council approved the allocation as follows:

- (a) *That Council, in principle, approves the allocation of 1 erf each in Extension 25 to DTA of Namibia and National Unity Democratic Organization, and that the parties be requested to make a selection of their preferred erf.*
- (b) *That although the erven are zoned "General Business", the deed of sale provides for the purpose of managing a constituency office only.*
- (c) *That Council's standard conditions of sale for the sale of land to organizations registered with the Electoral Commission be applicable including the reverting clause.*
- (d) *That the purchase price be set at the minimum price of N\$110.00/m<sup>2</sup> which is the cost for the installation of services to the township.*
- (e) *That the sale procedure only be commenced with once the township of Extension 25 is proclaimed.*

- (f) That the distance between the two erven be in terms of the Electoral Act, Act No. 5 of 2014.

At the time of the decision the township was not yet proclaimed and no erf numbers were available. As soon as the township was proclaimed, both political parties were informed and the statutory process for the alienation was commenced with.

On **31 March** and **06 April 2021**, respectively approval was granted by the Ministry of Urban and Rural Development to proceed with the sales. On **12 April 2021** Council's conveyancer was requested to compile the deeds of sale (**Annexure "C"**).

Both political parties were issued Tax Invoices on **16 April 2021** in order to make arrangements for the payment of the purchase prices.

### 3. Current Situation

The purchase prices for the sale of land to political parties are payable within 120 days from the date the Ministry of Urban and Rural Development granted approval, therefore by

- Erf 6945 (NUDO) per letter dated 31 March 2021, by 29 July 2021
- Erf 6950 (PDM) per letter dated 06 April 2021, by 04 August 2021

Both the above dates already lapsed.

Due to an administrative oversight when handing over the projects to a newly appointed conveyancing secretary, the deeds of sale were only provided to Council on **19 August 2021** and are being scrutinized for compliance with the Property Policy and relevant Council resolutions.

Therefore, the deeds of sale were not signed by the respective political parties and payment not yet finalized as financiers require a signed agreement.

For the allocation of Erf 6945, Swakopmund to National Unity Democratic Organisation, the party indicated in its letter that the party is currently in a financial difficulties and is unable to settle the purchase price at this stage and wish to be granted a period of 6 months to pay the required amount as the transfer will only take place, if the purchase price is confirmed by the Finance Department to be paid in full as required.

### 4. Proposal

Council experienced similar delays with the signing of the deeds of sale for Erven 4675 and 4679 in terms whereof the standard condition of having the deed of sale signed within a period calculated from the date the relevant Ministry grants approval is insufficient. Deeds of sale (and the associated cost of compiling such) are only compiled once approval is granted. On **25 February 2021** Council under item 11.1.5 approved that the

period be amended to read “*from last party signing the deed of sale*” which allows reasonable time to secure the purchase price.

It is therefore proposed that the 120-day period to secure the purchase prices by National Unity Democratic Organisation and Popular Democratic Movement be amended to read “*with 120 days from last party signing the deed of sale*”.

Such amendment will inherently also grant the parties additional time to secure the purchase prices

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

**RECOMMENDED:**

- (a) That Council takes note of the letter from National Unity Democratic Organisation requesting for an extension time to perform.
  - (b) That the wording of the deeds of sale for National Unity Democratic Organization and Popular Democratic Movement be amended to read that the purchase price must be secured within 120 days from last party signing the deed of sale, instead of 120 days from the date approval is granted by the Ministry or Urban and Rural Development.
  - (c) That the Property Policy with regard to the sale of land to organisations registered with the Electoral Commission be amended as per point (b) above.
-

**ANNEXURE "A"**

19-03-12-6945

E 6945 M



**NATIONAL UNITY DEMOCRATIC ORGANISATION HEAD OFFICE**  
Contact: 081 211 550, 081 211 512  
Postal Address: P.O. Box 3283, Windhoek, Namibia  
E-mail: [info@nudo.org.na](mailto:info@nudo.org.na)  
Website: [www.nudo.org.na](http://www.nudo.org.na)

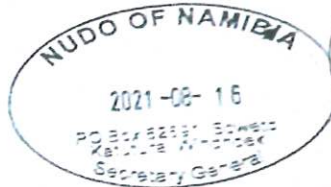
*One People, One Aim, One Destiny.*



**TO: Alfeus Benjamin**  
**Chief Executive Officer**  
**Swakopmund Municipality**

**Date: 16 August 2021**

**RE: Acceptance and Request for payment deadline to be extended--**



**Dear Mr Benjamin**

I have received a letter dated 12 April 2021 written to Nudo Of Namibia by Mr. MPC Swarts GM: Corporate Services & HC in which the party was informed by him to complete the deed of sale and make payments in 120 days for Erf 6945 ext 25, we hereby acknowledge that letter and would further want to request the following:

In light of the fact that the party is experiencing financial difficulties due to severe outstanding debts of last year Regional and Local Authorities Election, we cannot pay the stated amount of NS310 178.00 now in order to secure this Erf 6945 EXT 25. This is coupled with the fact that the Government funding to all political parties have been cut this year due the Covid Situation, so we are receiving less party funding then last year.

Although the party is eager and willing to pay for this Erf and build a party office there, we cannot do so at this point in time. We are therefore urging your Good office to extend this deadline for up to 6 months in which time frame the party will do everything possible to pay this full amount the Municipality set as the purchase price.

We sincerely hope that our request will reach your favorite consideration.

Yours Sincerely

Mr. Jusef Kalandemir

Secretary General MI

Corporate Services & HC

Mr. Kaapit N. (X) Ering. Reguna



ANNEXURE "B"



## ANNEXURE "C"



## MUNICIPALITY OF SWAKOPMUND

Ref No: E 6945 &amp; E 6950

Enquiries: Ms A Uushona

(064) 4104216  
 (064) 4104208  
 53 Swakopmund  
 NAMIBIA  
[www.swkmun.com.na](http://www.swkmun.com.na)  
[auushona@swkmun.com.na](mailto:auushona@swkmun.com.na)

12 April 2021

Messrs ENSafrica Namibia  
 P O Box 2934  
 Swakopmund

Dear Sir / Madam

**COMPILATION OF DEEDS OF SALE:  
 SALE OF ERVEN 6945 AND 6950, EXTENSION 25, SWAKOPMUND**

The abovementioned refers.

You are requested to compile deeds of sale for the subject erven which are allocated to political parties as per the conditions of sale approved by Council (quoted below) and the conditions contained in the Property Policy (attached the relevant section and reverting clause).

1. The erven are allocated as follows:

Erf	Size	Purchase Price	Political Party Name
6945, Ext 25, Swakopmund	2 452	N\$269 720.00 (2452 x 110.00 p/m <sup>2</sup> )	National Unity Democratic Organisation (NUDO)
6950, Ext 25, Swakopmund	2 420	N\$266 200.00 (2420 x 110.00 p/m <sup>2</sup> )	Popular Democratic Movement (PDM)

The Ministry of Urban & Rural Development approved the allocations as per attached letters and the respective purchase prices **must be secured within 120 days from these dates:**

- Erf 6945 per letter dated 31 March 2021
- Erf 6950 per letter dated 06 April 2021

urgency

2. Quoted below are the relevant Council resolutions

On 27 October 2016 Council passed the following resolution under item 11.1.8:

- (a) *That Council, in principle, approves the allocation of 1 erf each in Extension 25 to DTA of Namibia and National Unity Democratic Organization, and that the parties be requested to make a selection of their preferred erf.*

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

- 2 -

- (b) That although the erven are zoned "General Business", the deed of sale provides for the purpose of managing a constituency office only.
- (c) That Council's standard conditions of sale for the sale of land to organizations registered with the Electoral Commission be applicable including the reverting clause.
- (d) That the purchase price be set at the minimum price of NS110.00/m<sup>2</sup> which is the cost for the installation of services to the township.
- (e) That the sale procedure only be commenced with once the township of Extension 25 is proclaimed. (CRT 4682/2017, GP 183)
- (f) That the distance between the two erven be in terms of the Electoral Act, Act No. 5 of 2014.

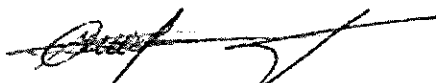
On 26 March 2020 Council approved the name change of DTA of Namibia to PDM under item 11.1.2:

- (a) That Council takes note of the name change from DTA to Popular Democratic Movement (PDM).
- (b) That the Popular Democratic Movement be allowed a further extension of time to pay the required deposit in the amount of NS5 000.00 within 21 days from this Council resolution, in order to proceed and conclude the transaction as required.


Attached available copies of documents, please contact the respective clients for additional copies that are required to enable you to compile the sale agreements.

Should you require any further information, please contact Ms A Uushona at ☎ 064-4104216.

Yours faithfully



**M P C Swarts**  
GM: Corporate Services & HC

/au 

Copy: (Erf 6945, Ext 25, Swakopmund) Messrs National Unity Democratic Organisation (NUDO), Messrs Nation P. O. Box 62691  
Soweto  
**WINDHOEK**  
10033  
[ndnamibia@gmail.com](mailto:ndnamibia@gmail.com)

(Erf 6950, Ext 25, Swakopmund) Messrs Popular Democratic Movement (PDM)  
P O Box 41272  
Ausspannplatz  
**WINDHOEK**  
10017  
[jossiekauandenge@gmail.com](mailto:jossiekauandenge@gmail.com)

11.1.6 **REQUEST FOR ASSISTANCE: ACCOMMODATION FOR POLICE OFFICERS DURING THE FESTIVE SEASON**  
(C/M 2021/10/28 - 3/15/1/5/2)

Ordinary Management Committee Meeting of 14 October 2021, Addendum 10.4 page 35 refers.

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

**Attached**, is the letter and quotation for accommodation and catering companies quotations from the office of the Station Commander in Swakopmund requesting financial assistance to accommodate additional Police Officers during the festive season in Swakopmund and the Erongo Region.

During the festive season the Department of Police brings in additional members of the Police Force to Erongo Region to assist with crime prevention in coastal towns, and Swakopmund in particular. It has become an annual exercise due to a shortage of police officers in Swakopmund.

The Station Commander is requesting Council to assist with payment for accommodation, kitchen facilities and for catering for the extra Police Force. All 20 officers will be deployed in Swakopmund.

<i>Services Provider (Ernst Rumpf and Romi Hostel)</i>	<i>Amount (VAT inclusive)</i>
Accommodation	N\$6 000.00
Hostel Staff Members	N\$7 700.00
<b>Total Amount</b>	<b>N\$13 700.00</b>

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

**RECOMMENDED:**

- (a) That Council approves accommodation of members of the Namibian Special Police Force at the Swakopmund Rest Camp to assist with crime prevention during the festive season, on condition that they only operate in Swakopmund.
- (b) That the Namibian Special Police Force be requested to assist with the safety and security at the Swakopmund Fair from 13-14 December 2021.
- (c) That the Ministry of Safety and Security ensure that the Special Field Force are deployed in Swakopmund full time during the festive season.
- (d) That the related cost be defrayed from the Accommodation Namibian Police vote: 100510208300 where N\$120 000.00 is available.

11.1.7 **REVISITING THE CONSTRUCTION OF THE EMERGENCY SHELTER AND MATUTURA TOWN HALL**  
(C/M 2021/10/28 - M 6788, T 610)

Ordinary Management Committee Meeting of 14 October 2021, Addendum 7.7 page 48 refers.

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

**Introduction**

On 30 August 2016, NamClay Bricks and Pavers CC donated a total of 36 288 bricks to the Swakopmund Municipality. These bricks were donated in lieu of fire victims who lost their belongings during a fire incident on 8 July 2016. In light thereof Council on 27 April 2017 resolved as follows:

*That the donated bricks from Messrs NamClay Bricks and Pavers CC be used for the construction of an emergency shelter for fire victims.*

**Background**

Manda Bakkes Architects was appointed for the consultancy services for the design, documentation and supervision of the Emergency Shelter as phase 1 and Matutura Town Hall as phase 2 during 2020.

A presentation was made to Council during May 2021 where the following commentaries were recommended:

- To omit the braai areas at the accommodation at the Shelter
- To omit the stove from the 2-bedroom units
- To reduce the size of the hall to cater for 500 people
- To use the Uis bricks that the municipality has received as a gift

Subsequent to the above presentation the consultant team provided a model of the envisaged buildings and finalised the tender documentation.

**Discussion**

The available funds for the project amount to **N\$3 553 774.00** but are not sufficient to cover the total construction costs which add up to **N\$15 912 373.83** for the shelter and **N\$20 223 234.31** for the hall (**Annexure "A"**). Given the fact that the outcome of the design of a shelter and hall proved to be expensive, an option was given to reduce the size of the facility however the alterations have not made much difference in the price. In light thereof an alternative option to renovate erf 610 Tamariskia (formerly known as the Erongo House of Safety) and use it as an emergency shelter is hereby proposed. This facility has a variety of bedrooms, lounge, kitchen, bathrooms, laundry, carports and garages and will likely with some alteration also suit the needs of an emergency shelter (**Annexure "B"**).

Erf 610, Tamariskia was sold to Erongo Development Foundation (EDF) who used the premises as a "House of Safety" where children in need

of care were accommodated. EDF during 2018 applied for consent to sell the erf in order to purchase another erf for their house of safety since the building on erf 610 did not meet the stipulated requirements of a Residential Child Care Facilities according to the Ministry of Gender Equality and Child Welfare. In light thereof Council on **28 February 2019** while discussing the sale of Erf 610, Tamariskia, resolved amongst others:

- (a) That Council takes note that Messrs Erongo Development Foundation has accepted Council's offer to purchase Erf 610, Tamariskia.
- (b) That once Erf 610, Tamariskia Swakopmund is transferred to Council, the Erf be offered to the Ministry of Safety and Security to be leased by Police Officers.
- (c) That the Engineering Services Department renovate / upgrade the building.

In light of the above resolution an offer was made to the Namibian Police (**Annexure "C"**) to lease the building on erf 610 however no feedback was obtained. In the meantime the facility have been vandalised severely, and cost estimates to renovate this facility without alterations or additions was estimated to the amount of **N\$4 016 231.74**, during 2019 (**Annexure "D"**) an amount which has certainly escalated at this stage.

Should Council thus opt to use the remaining funds (**N\$3 553 774.00**) to renovate this facility, the work can commence during this financial year but additional funds will be needed during the next year. In addition, the donated bricks which initiated the idea of a shelter can also be used to upgrade and renovate the current facility.

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

**RECOMMENDED:**

- (a) That Council renovates the structures on Erf 610, Tamariskia formerly known as the Erongo House of Safety and converting it into an emergency shelter in order to reduce costs.
  - (b) That Council rescinds point (b) of its resolution taken on 28 February 2019 which offers Erf 610, Tamariskia to the Namibian Police.
  - (c) That the Engineering and Planning Services Department compiles a new bill of quantity to determine the costs of renovating Erf 610, Tamariskia.
  - (d) That the facility be allocated to a Trust in cooperation with the Constituency Councillors.
  - (e) That the funds be transferred accordingly.
-

## ANNEXURE A

<b>OVERVIEW</b> <b>DESCRIPTION</b> Proposed Matutura Town Hall (300-Seater) & Emergency Shelter - PHASE 1 <b>SITE</b> ERF 6788, Extension 25, Swakopmund, Namibia <b>CLIENT</b> Municipality of Swakopmund Procurement Management Unit Municipal Head Office Corner Rakotoka Street & Daniel Kamho Avenue Swakopmund, Namibia																																																				
<b>CONSULTANT TEAM</b>  Manda Bakkes Architects      Jordaan & Associates OS      Emcon Consulting Engineers      Blueprint Consulting Engineers																																																				
<b>METHODOLOGY</b> <b>Estimating Method</b> 1 Elemental Cost Estimate in Accordance with the Standard System for Measuring Building Works & the Guide to Elemental Cost Estimating 2 Construction cashflow forecasting using the DHSS formula 3 Pricing is in accordance with the latest trends in the construction industry & cost estimates for relevant Specialist items as provided <b>Drawings and information on which this Estimate draws it's basis</b> 1 Architect's Drawings and Schedules      2 Engineer's Drawings & Recommendations      3 Construction Cost Data from similar Projects <b>Cost Basis</b> 1 Prices as at: 22 April 2021      2 Value Added Tax is Included at a rate of 15%      3 Escalation has been allowed for at a rate of 9% 4 Preliminaries have been included at a rate of 10%      5 Contingencies have been included at a rate of 5%																																																				
<b>PROPOSED PROJECT TIMELINE &amp; MILESTONES</b> <table border="1"> <thead> <tr> <th colspan="4">ASSUMED OVERALL PROJECT PROGRESSION (ALL-PHASES)</th> <th colspan="2">IMPORTANT PERIODS TO NOTE</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Estimate</td> <td>Date of Estimate Pricing</td> <td>22-Apr-21</td> <td></td> <td>Pre-Construction Period</td> <td>3 Months</td> </tr> <tr> <td>Preparation of Bid Documents</td> <td>30-Apr-21</td> <td>8 Days</td> <td>Preparation of Bid Documents</td> <td>2 Months</td> </tr> <tr> <td>Bidding Process</td> <td>Bid Advertisement</td> <td>30-Jun-21</td> <td>61 Days</td> <td>Bidding Period &amp; Adjudication</td> <td>1 Months</td> </tr> <tr> <td rowspan="3">Construction</td> <td>Bid Adjudication</td> <td>21-Jul-21</td> <td>21 Days</td> <td>Construction Period</td> <td>12 Months</td> </tr> <tr> <td>Award &amp; Appointment</td> <td>04-Aug-21</td> <td>14 Days</td> <td>Defects Liability Period</td> <td>12 Months</td> </tr> <tr> <td>Commencement Date</td> <td>11-Aug-21</td> <td>7 Days</td> <td>Approximate time to Final Completion</td> <td>27 Months</td> </tr> <tr> <td rowspan="2">Final Completion</td> <td>Practical Completion Date</td> <td>11-Aug-22</td> <td>365 Days</td> <td></td> <td></td> </tr> <tr> <td>Defects Liability Period</td> <td>11-Aug-23</td> <td>365 Days</td> <td></td> <td></td> </tr> </tbody> </table>			ASSUMED OVERALL PROJECT PROGRESSION (ALL-PHASES)				IMPORTANT PERIODS TO NOTE		Estimate	Date of Estimate Pricing	22-Apr-21		Pre-Construction Period	3 Months	Preparation of Bid Documents	30-Apr-21	8 Days	Preparation of Bid Documents	2 Months	Bidding Process	Bid Advertisement	30-Jun-21	61 Days	Bidding Period & Adjudication	1 Months	Construction	Bid Adjudication	21-Jul-21	21 Days	Construction Period	12 Months	Award & Appointment	04-Aug-21	14 Days	Defects Liability Period	12 Months	Commencement Date	11-Aug-21	7 Days	Approximate time to Final Completion	27 Months	Final Completion	Practical Completion Date	11-Aug-22	365 Days			Defects Liability Period	11-Aug-23	365 Days		
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<b>PROJECT SCOPE - PHASE 1</b> 1 <b>Emergency Shelter</b> Basic Dormitory accommodation for 12 single individuals or 12 couples with a Recreational area, Kitchen, Laundry Room, Dining Hall, Storeroom and Recreational area, Kitchen, Laundry Room, Dining Hall, Storeroom and Male/Female ablutions Modest family accommodation for up to 6 families Guardhouse & Controlled Access 2 <b>Site works</b> Clearview Fencing Site Boundary, Interlocking Paving & Landscaping 4 <b>Exclusions</b> Loose fittings (except for board room furniture, stoves, fridges, laundry equipment & TV) Professional Fees, etc.																																																				
<b>PROJECT AREAS</b> 1 Single Room 217 m <sup>2</sup> 2 Family Rooms 274 m <sup>2</sup> 3 Guard House 9 m <sup>2</sup> 4 Multi-Purpose Hall Phase 2 m <sup>2</sup> 5 Offices 65 m <sup>2</sup> 6 Dining Hall 102 m <sup>2</sup> Total Enclosed Ground Floor Area 667 m <sup>2</sup>																																																				
<b>CHANGES FROM PREVIOUS ESTIMATE</b> 1 Escalation from 8% to 9% due to delayed start    2 Additional Allowances for Tests    Overall increase is 7% (both phases) 3 Increased Preliminaries as a lot of work will have to be left ready to connect to new building																																																				







**OVERVIEW****DESCRIPTION**

Proposed Matutura Town Hall (300-Seater) &amp; Emergency Shelter - PHASE 2

**SITE**

ERF 6788, Extension 25, Swakopmund, Namibia

**CLIENT**

Municipality of Swakopmund  
Procurement Management Unit  
Municipal Head Office  
Corner Rakotoka Street & Daniel Kamho Avenue  
Swakopmund, Namibia

**CONSULTANT TEAM**

 Manda Bakkes Architects	 Jordaan & Associates QS	 Emcon Consulting Engineers	 Blueprint Consulting Engineers
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**METHODOLOGY****Estimating Method**

- 1 Elemental Cost Estimate in Accordance with the Standard System for Measuring Building Works & the Guide to Elemental Cost Estimating
- 2 Construction cashflow forecasting using the DHSS formula
- 3 Pricing is in accordance with the latest trends in the construction industry & cost estimates for relevant Specialist items as provided

**Drawings and information on which this Estimate draws its basis**

- 1 Architect's Drawings and Schedules
- 2 Engineer's Drawings & Recommendations
- 3 Construction Cost Data from similar Projects

**Cost Basis**

- 1 Prices as at: 22 April 2021
- 2 Value Added Tax is Included at a rate of 15%
- 3 Escalation has been allowed for at a rate of 16%
- 4 Preliminaries have been included at a rate of 9%
- 5 Contingencies have been included at a rate of 5%

**PROPOSED PROJECT TIMELINE & MILESTONES****ASSUMED OVERALL PROJECT PROGRESSION (ALL-PHASES)**

Activity	Date	Duration
Estimate	22-Apr-21	8 Days
Preparation of Bid Documents	30-Apr-21	8 Days
Bidding Process	30-May-22	395 Days
Bid Advertisement	30-May-22	395 Days
Bid Adjudication	20-Jun-22	21 Days
Award & Appointment	04-Jul-22	14 Days
Construction	11-Jul-22	7 Days
Commencement Date	11-Jul-22	7 Days
Practical Completion Date	11-Jul-23	365 Days
Final Completion	10-Jul-24	365 Days
Defects Liability Period	10-Jul-24	365 Days

**IMPORTANT PERIODS TO NOTE**

Pre-Construction Period	14 Months
Preparation of Bid Documents	13 Months
Bidding Period & Adjudication	1 Months
Construction Period	12 Months
Defects Liability Period	11 Months
Approximate time to Final Completion	38 Months

**PROJECT SCOPE - PHASE 2****1 Multi-functional Town Hall with a capacity of 300 people seated**

Technical systems from diffusers to large scale cinematic projector, freely controlled and adjustable lighting  
Backstage dressing rooms for males and females with shower and ablutions  
Storage to be provided under stage for tables and chairs with lowered floor  
Good quality timber stage to be provided  
Conference room to accommodate 50 people with video conferencing facilities as well as 60" touch screen TV  
Kitchen equipped with eco-friendly appliances

**2 Site works**

Interlocking Paving &amp; Landscaping

**3 Exclusions**

Loose fittings (except for board room furniture, stoves, fridges, laundry equipment & TV)  
Professional Fees, etc.

**PROJECT AREAS**

1 Single Room	Phase 1	2 Family Rooms	Phase 1	3 Guard House	Phase 1	4 Multi-Purpose Hall	1160 m <sup>2</sup>	5 Offices	Phase 1
6 Dining Hall	Phase 1	Total Enclosed Ground Floor Area		1,160 m <sup>2</sup>					

**CHANGES FROM PREVIOUS ESTIMATE**

- 1 Increased escalation from 8% to 16% as second phase is anticipated to start after the first phase
  - 2 Additional Allowances for Tests
- Overall increase is 7% (both phases)









# MUNICIPALITY OF SWAKOPMUND

Ref No: T610

Enquiries: Ms M Sheehama

Ministry of Safety and Security  
Office of the Inspector-General  
Private Bag 12024  
Ausspannplatz  
WINDHOEK

Attention: Maj. Gen. Tjivikua  
Dep. Comm. Amwaama

Dear Sir

## OFFER TO LEASE THE PROPERTY ON ERF 610, TAMARISKIA TO NAMIBIA POLICE FORCE

The above mentioned matter refers.

Council passed the following resolution on 28 February 2019, under item 11.1.17:

- (a) That Council takes note that Messrs Erongo Development Foundation has accepted Council's offer to purchase Erf 610, Tamariskia.
- (b) That the Intention of Council to purchase Erf 610, Tamariskia from Messrs Erongo Development Foundation be advertised in terms of Section 64 of the Local Authorities Act, Act 23 of 1992 as amended.
- (c) That Ministerial approval be applied for in terms of Section 64 of the Local Authorities Act, Act 23 of 1992, as amended in order for Council to proceed with the purchase of Erf 610, Tamariskia from Messrs Erongo Development Foundation.
- (d) That the transfer costs be for Council's account.
- (e) That once Erf 610, Tamariskia Swakopmund is transferred to Council, the Erf be offered to the Ministry of Safety and Security to be leased by Police Officers.

All correspondence must be addressed to the Chief Executive Officer

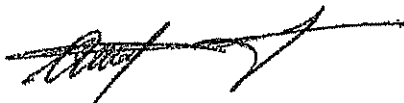
☎ (064) 4104213  
☎ 088 614 514  
📍 53 Swakopmund  
🌐 NAMIBIA  
🌐 www.swkmun.com.na  
✉ msheehama@swkmun.com.na

02 November 2020



With reference to point (e) above, kindly confirm in writing on / before **Friday, 20 November 2020** whether the Ministry is accepting the offer. Should the Ministry accept the offer, an amount of **N\$ 5 000.00** is payable to the Municipality of Swakopmund for the advertisement of Council's intention to lease Erf 610, Tamariskla to the Ministry in terms of the Local Authorities Act, Act 23 of 1992.

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

Yours faithfully



Mr MPC Swarts  
GM: CORPORATE SERVICES & HC

/ms  

## ANNEXURE C

ITEM	DESCRIPTION	QUANTITY	AREA	UNIT	RATE	TOTAL
<b>BUILDING 1</b>						
	BEDROOMS	12	134.98	m <sup>2</sup>	NAD 5 500.00	NAD 742 390.00
	KITCHEN	0	0	m <sup>2</sup>	NAD 4 800.00	NAD -
	CLASSROOMS	0	0	m <sup>2</sup>	NAD 4 000.00	NAD -
	DINNING ROOM	0	0	m <sup>2</sup>	NAD 4 000.00	NAD -
	LOUNGE	0	0	m <sup>2</sup>	NAD 3 800.00	NAD -
	BATHROOMS	3	35.62	m <sup>2</sup>	NAD 5 500.00	NAD 195 910.00
	LAUNDRY	0	0	m <sup>2</sup>	NAD 5 500.00	NAD -
	STORE ROOM	0	0	m <sup>2</sup>	NAD 4 500.00	NAD -
	GARAGE	0	0	m <sup>2</sup>	NAD 4 500.00	NAD -
	CARPORT	1	18	m <sup>2</sup>	NAD 850.00	NAD 15 300.00
	STOEP	1	55.05		NAD 850.00	NAD 46 792.50
	<b>CONTIGENCY SUM</b>					<b>NAD 100 039.25</b>
	<b>TOTAL</b>					<b>NAD 1 100 431.75</b>
	<b>VAT</b>					<b>NAD 165 064.76</b>
	<b>GRAND TOTAL</b>					<b>NAD 1 265 496.51</b>
<b>BUILDING 2</b>						
	BEDROOMS	0	0	m <sup>2</sup>	NAD 5 500.00	NAD -
	KITCHEN	1	41.04	m <sup>2</sup>	NAD 4 800.00	NAD 196 992.00
	CLASSROOMS	0	0	m <sup>2</sup>	NAD 4 000.00	NAD -
	DINNING ROOM	1	27.23	m <sup>2</sup>	NAD 4 000.00	NAD 108 920.00
	LOUNGE	1	27.76	m <sup>2</sup>	NAD 3 800.00	NAD 105 488.00
	BATHROOMS	2	28.92	m <sup>2</sup>	NAD 5 500.00	NAD 159 060.00
	LAUNDRY	1	16.68	m <sup>2</sup>	NAD 5 500.00	NAD 91 740.00
	STORE ROOM	0	0	m <sup>2</sup>	NAD 4 500.00	NAD -
	GARAGE	0	0	m <sup>2</sup>	NAD 4 500.00	NAD -
	CARPORT	1	20.02	m <sup>2</sup>	NAD 850.00	NAD 17 017.00
	STOEP	1	30.64		NAD 850.00	NAD 26 044.00
	<b>CONTIGENCY SUM</b>					<b>NAD 70 526.10</b>
	<b>TOTAL</b>					<b>NAD 775 787.10</b>
	<b>VAT</b>					<b>NAD 116 368.07</b>
	<b>GRAND TOTAL</b>					<b>NAD 892 155.17</b>
<b>BUILDING 3</b>						
	BEDROOMS	6	67.53	m <sup>2</sup>	NAD 5 500.00	NAD 371 415.00
	KITCHEN	0	0	m <sup>2</sup>	NAD 4 800.00	NAD -
	CLASSROOMS	0	0	m <sup>2</sup>	NAD 4 000.00	NAD -
	DINNING ROOM	0	0	m <sup>2</sup>	NAD 4 000.00	NAD -
	LOUNGE	0	0	m <sup>2</sup>	NAD 3 800.00	NAD -
	BATHROOMS	0	0	m <sup>2</sup>	NAD 5 500.00	NAD -
	LAUNDRY	0	0	m <sup>2</sup>	NAD 5 500.00	NAD -
	STORE ROOM	0	0	m <sup>2</sup>	NAD 4 500.00	NAD -
	GARAGE	0	0	m <sup>2</sup>	NAD 4 500.00	NAD -

CARPORT	0	0	m <sup>2</sup>	NAD	850.00	NAD	-
STOEP	1	21.63	m <sup>2</sup>	NAD	850.00	NAD	18 385.50
<b>ANNEXURE D</b>							
CONTIGENCY SUM						NAD	38 980.05
TOTAL						NAD	389 800.50
VAT						NAD	58 470.08
GRAND TOTAL						NAD	448 270.58

**BUILDING 4**

BEDROOMS	0	0	m <sup>2</sup>	NAD	5 500.00	NAD	-
KITCHEN	0	0	m <sup>2</sup>	NAD	4 800.00	NAD	-
CLASSROOMS	1	60.55	m <sup>2</sup>	NAD	4 000.00	NAD	242 200.00
DINNING ROOM	0	0	m <sup>2</sup>	NAD	4 000.00	NAD	-
LOUNGE	0	0	m <sup>2</sup>	NAD	3 800.00	NAD	-
BATHROOMS	0	0	m <sup>2</sup>	NAD	5 500.00	NAD	-
LAUNDRY	0	0	m <sup>2</sup>	NAD	5 500.00	NAD	-
STORE ROOM	1	13.22	m <sup>2</sup>	NAD	4 500.00	NAD	59 490.00
GARAGE	0	0	m <sup>2</sup>	NAD	4 500.00	NAD	-
CARPORT	0	0	m <sup>2</sup>	NAD	850.00	NAD	-
STOEP	1	21.57	m <sup>2</sup>	NAD	850.00	NAD	18 334.50
CONTIGENCY SUM						NAD	32 002.45
TOTAL						NAD	352 026.95
VAT						NAD	52 804.04
GRAND TOTAL						NAD	404 830.99

**BUILDING 5**

BEDROOMS	1	15.65	m <sup>2</sup>	NAD	5 500.00	NAD	86 075.00
KITCHEN	1	15.43	m <sup>2</sup>	NAD	4 800.00	NAD	74 064.00
CLASSROOMS	0	0	m <sup>2</sup>	NAD	4 000.00	NAD	-
DINNING ROOM	0	0	m <sup>2</sup>	NAD	4 000.00	NAD	-
LOUNGE	1	20.3	m <sup>2</sup>	NAD	3 800.00	NAD	77 140.00
BATHROOMS	1	8	m <sup>2</sup>	NAD	5 500.00	NAD	44 000.00
LAUNDRY	0	0	m <sup>2</sup>	NAD	5 500.00	NAD	-
STORE ROOM	0	0	m <sup>2</sup>	NAD	4 500.00	NAD	-
GARAGE	1	22.1	m <sup>2</sup>	NAD	4 500.00	NAD	99 450.00
CARPORT	0	0	m <sup>2</sup>	NAD	850.00	NAD	-
STOEP	0	0	m <sup>2</sup>	NAD	850.00	NAD	-
CONTIGENCY SUM						NAD	38 072.90
TOTAL						NAD	418 801.90
VAT						NAD	62 820.29
GRAND TOTAL						NAD	481 622.19

11.1.8 **MS SESILIA KAMATI: ERROR ON THE MASTER WAITING LIST**  
(C/M 2021/10/28 - 14/2/1/2)

Ordinary Management Committee Meeting of 14 October 2021,  
Addendum 8.5 page 28 refers.

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

1. **INTRODUCTION**

This submission is tabled to the Council to consider adding Ms Sesilia Kamati on the Master Waiting List.

2. **BACKGROUND**

Ms Sesilia Kamati registered for housing on **13 November 2017**. Unfortunately, her application was not recorded on the Master Waiting List at the time.

On **23 August 2021** Ms Sesilia Kamati visited the Housing Section to find out the progress of her name on the Master Waiting List. It was then discovered that her name does not appear on the Master Waiting List. Attached as **Annexure "A"** is the duplicate receipt of registration; reference no SWKMUN 3062 together with a copy of her ID (**Annexure "B"**) and her pre-approval from the bank (**Annexure "C"**).

3. **CURRENT SITUATION**

The Housing Section is currently assisting registered beneficiaries from the year 2000 to 2017 under the 40/40 Housing Project with provision of proof of funds or pre-approval from the bank.

4. **DISCUSSION**

It is not possible to determine how it happened that Ms Sesilia Kamati's name does not appear on the Master Waiting List. She explained that her landlord gave her a notice to look for alternative accommodation, as the room where she is currently staying with her three kids is too small to accommodate them. Ms Sesilia Kamati qualifies for Credit-Link Category Housing Project and has a pre-approval in place.

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



**RECOMMENDED:**

- (a) That Council takes note of the proof that Ms Sesilia Kamati registered on 13 November 2017 but her name was somehow omitted when the Master Waiting List was compiled.
  - (b) That Council approves that Ms Sesilia Kamati's name be added to the Master Waiting List.
  - (c) That once she is confirmed on the Master Waiting List, Ms Sesilia Kamati be assisted with a house in Credit-Link Category.
  - (d) That the matter be submitted to the Ministry of Urban and Rural Development for approval.
-

**ANNEXURE "A"**

Reference Number  
**SWKMUN 3062**

	<h2>MUNICIPALITY OF SWAKOPMUND</h2> <h3>APPLICATION FOR HOUSING</h3>
---	--

Surname		Kamath					
First Names		Sesika					
Date of Birth		1979-04-15					
Identity Number		7911502091		Passport Number			
Marital Status		Single	Married	Divorced	Widower	Separated	
Date of Marriage		N/A					
Name of Spouse/Partner		N/A					
Residential Address		Cof 1586		Suburb	Mondasa		
Type of Accomodation		House	Flat	Hostel	Shack	Wendy house	Caravan
Postal Address		P.O. Box #669 Swakopmund					
Telephone No		(w) 06415007		(H)		Cell 0813153534	
Monthly Income		R665	Source of Income:		1 Salary	Grant	Self Employed
Occupation		Police Officer					
Are you disabled		Yes	No				
Type of Disability:		Mobility	Vision	Hearing	Speech	Other:	
Voters Card		Yes	No	Constituency: Simbikwe			

**Declaration:**  
I declare that all the information given by me above is complete and correct. If any false declaration is made it will render this application null and void and you will forfeit a housing opportunity

Applicants Signature Sesika Kamath Co-applicants Signature \_\_\_\_\_  
Signature of Official [Signature] Date Received 13-11-2017

*This form shall only be valid if the information is printed and signed by both the applicant and a duly authorized Municipal official.*

**ANNEXURE "B"**



NAMIBIAN POLICE  
WONDESA  
2017-11-10  
CHANGE OFFICE



OWENEDI  
1978-07-10  
1997-11-20

11.1.9 **ELECTION OF OFFICE BEARERS: 2021**  
(C/M 2021/10/28 - 5/2/1/1/1)

Ordinary Management Committee Meeting of 14 October 2021, Addendum **7.10** page **72** refers.

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

**1. Introduction**

Local Authorities are required to elect Office Bearers every year before the expiry of the current term. Attached circular (**Annexure "A"**) date **30 September 2021** was received from the Executive Director in the Ministry of Urban and Rural Development, reminding Council of the legal provision.

**2. Brief Background**

The last elections of office bearers were held on **30 November 2020**. Section 11(2)(c) of the Local Authorities Act (Act 23 of 1992, as amended) states that the annual election of office bearers must be held **"... on a date within a period of 30 days before the date on which the period of office of the Mayor or Chairperson or Vice-Chairperson of a Local Authority Council so elected expires."**

Council on **19 November 2020** under item 11.1.28 resolved as follows:

- (a) *That the programme for the Ordinary Management Committee and Council meetings for the period January until November 2021 (as per Annexure "A"), be approved.*
- (b) *That the date of election of office bearers of Council for 2021 be determined at a later stage.*

**3. Proposal**

The term of office of the current office bearers lapses on **30 November 2021** at 23:59. It is therefore proposed that election of the officer bearers be held on **30 November 2021** at 09:00, to be presided by the District Magistrate.

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

**RESOLVED: (For Condonation By Council)**

- (a) **That the election of office bearers of Council for 2021 be arranged to take place on Tuesday, 30 November 2021 at 09:00.**
- (b) **That the Acting General Manager: Corporate Services and HC arranges with the local magistrate to chair and facilitate the election of officer bearers at the meeting scheduled for 30 November 2021.**



Republic of Namibia

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## Ministry of Urban and Rural Development

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Enquiries: Ms. Prisca Anyolo/es  
Tel: (+264+61) 297-5198  
Fax: (+264+61) 297-5096

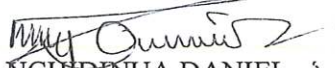
Government Office Park  
Luther Street

Private Bag 13289  
Windhoek, Namibia

Our Ref.:12/2/1  
Your Ref.:

### CIRCULAR

**TO :** Chief Executive Officers  
**LOCAL AUTHORITIES**

**FROM :**   
NGHIDINUA DANIEL  
**EXECUTIVE DIRECTOR**

**COPY :** Association for Local Authorities in Namibia (ALAN)

**SUBJECT :** ELECTIONS OF OFFICE BEARERS



This serves as a reminder that in terms of **Sections 11 and 21** of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended, Local Authority Councils are required to elect office bearers. This is a legal requirement and the elections in this regard must be held every year before the expiry of the term of the current office bearers.

In this regard, you are hereby reminded to initiate and ensure that the elections take place as per the law.

Your cooperation and prompt action is urged.

11.1.10 **MESSRS SPECIALIZED ELITE CYCLE SHOP CC: APPLICATION TO LEASE PREMISES TO BUILD A BIKE PARK**  
(C/M 2021/10/28 - 13/3/1/5)

Ordinary Management Committee Meeting of 14 October 2021, Addendum 8.1 page 03 refers.

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

**1. Introduction**

The purpose of this submission is to consider an application from Specialized Elite Cycle Shop CC dated **18 May 2021 (Annexure "A")**.

The entity applies to lease areas as indicated on the attached map (**Annexure "B"**) for a period of 5 to 10 years in order to establish a bike park.

**2. Application**

The application is from a business entity to lease a large area of land for a period of 5 to 10 years for the establishment of a bike park for the use by the community and cyclists.

Comments were requested from our Engineering & Planning Services Department and are attached as **Annexure "C"**.

**2.1 The Applicant**

The applicant is a business entity in the form of a closed corporation.

Council's Property Policy provides for the lease of large portions of land to non-profit entities, such as clubs at low annual rates subject to compliance with the criteria set-out in point (v) below:

- (ii) *depending on the area and purpose, a lease period of 9 years 11 months is permitted with an option to renew and which period is terminable by either party by giving or receiving 3 months' written notice;*
- (iii) *land is leased at a nominal rental amount between N\$500.00 and N\$5 000.00 (+15% VAT) per annum in Council's discretion, subject to an annual escalation of 40 7% on 1 July (amended by Council on 19 November 2020 under item 11.1.25);*
- (iv) *a deposit equal to the annual lease be paid in advance by the entity;*
- (v) *when considering the annual rental amount, the following will be taken into consideration:*
  - (a) *number of members*
  - (b) *size of the portion applied for*
  - (c) *location of the portion applied for*

An extract of section 9.5 of the Property Policy is attached for ease of reference as **Annexure "D"**.

Specialized Elite Cycle Shop CC is not a non-profit entity and therefore does not qualify for the consideration of the lease in terms of the Property Policy.

## 2.2 Area Applied For

The entity applies for a vast area of land as indicated on **Annexure "B"** as the yellow area.

The area spans several 100ha and it is divided by national roads and other major infrastructure.

Although Council's standard lease conditions provide for the giving of a notice of termination of 3 months to either party, it is not desirable to enter into a long term lease agreement as the land is located in the vicinity of the town and might be required by Council in the short term for expansions in terms of the Structural Plan.

Furthermore, it will be difficult for the applicant to preserve and maintain temporary structures against amongst other vandalism and theft without having the area demarcated and closed off in some way. Allowing the demarcation of the area without granting Specialized Elite Cycle Shop CC exclusive rights to the area might be problematic.

## 2.3 Rehabilitation of the Area

Council usually holds a rehabilitation deposit in case the area is not rehabilitated to its original condition after the lease.

## 2.4 Rental

As per point 2.1 Council charges non-profit entities and annual nominal rental amount between N\$500.00 and N\$ 5 000.00, subject to an annual escalation of 7%.

## 3. Discussion

It will not be possible to allocate the vast area to an entity to exert sufficient influence or control over the area without the creation of barriers or fencing the site in. Since it is impractical for one entity to control access or use the land exclusively, it is impractical for Council to enter into a lease for the said area.

Council can consider granting Specialized Elite Cycle Shop CC permission to use the area as it is currently being used by the community and cyclists at own risk without allowing exclusive use.

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

**RECOMMENDED:**

- (a) That Council takes note of the application of Messrs Specialized Elite Cycle Shop CC.
  - (b) That Messrs Specialized Elite Cycle Shop CC be informed that Council cannot permit the exclusive use of the site or enter into a formal agreement for the site due to the vast area involved.
  - (c) That the applicant be informed that they may use the land at their own risk without preventing access to it by the general public since it remains townlands.
-



ANNEXURE "A"

10/3/15

pe

**Specialized Elite Cycle Shop cc**

**P.O Box** 184, Swakopmund, Namibia  
**Tel** +264 64 463546  
**E-mail** cycles4u@specializedelite.com



Municipality of Swakopmund  
 P O Box 53  
 Swakopmund

18 May 2021

Re: Lease for Premises to build Bike Park



Dear Mr. Benjamin

Herewith I would like to enquire about the possibility of a 5 – 10 year lease for the areas as indicated on the map attached.

I would like to develop these areas for cycling by building a Bike Park. This would entail building obstacles and trails for the beginner, intermediate and professional bicycle riders.

It is the ideal location due to it being out of town but not too far away to ride there by bicycle and parents can take their children there to practice.

Bike Parks are a huge attraction for cyclists. Cities like Windhoek, Cape Town, Stellenbosch, Johannesburg and many more have Bike Parks and Cyclists on holiday take their bicycles along to ride there.

The Bike Park will also be used for Cross Country Races and Kids Races. I would also use it for the FNB Kiddies League which I host every year.

Building the Bike Park and maintaining the Bike Park will create jobs which I will be responsible for therefore there will be no liability or expense to the Municipality.

We await your reply with great expectation.

Thank you in advance.

Yours Faithfully

Alfons Kiesewetter

ANNEXURE "B"



ANNEXURE "C"



# MEMORANDUM

## OFFICE OF ENGINEERING AND PLANNING SERVICES DEPARTMENT

**To:** General Manager: Corporate Services and Human Capital  
**From:** General Manager: Engineering and Planning Services  
**Date:** 27 July 2021  
**Reference:** 13/3/1/5

---

**Subject:** LEASE FOR PREMISES TO BUILD BIKE PARK

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Your memo of the same subject matter and dated 22 July 2021 bears reference.

It is proposed that the area indicated west of the freeway and north of Rossmund Golf Club be considered for this application.

The acceptance of this application should be with condition that:

- no permanent structures be erected
- the applicant will be responsible for own arrangements for water supply and sanitation disposal services
- the environment to be restored and rehabilitated once the tracks and ramps are removed.

On the matter of exclusive access and use by the client, this will have some complications and will advise against granting such rights to the applicant. But looking at the nature of the application there will require some measure of control by the applicant to ensure safety and security for the users as well as spectators and public that is using the area currently.

Regards

**C McClune**  
**GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES**  
 ccm/ccm



(OCP)

## 9.5 Lease to Non-Profit Entities<sup>1</sup>

### 9.5.1 Introduction

Non-profit entities are defined under Clause 5.

### 9.5.2 Conditions

- (i) That the requirements of the Local Authorities Act, Act 23 of 1992 be complied with;
- (ii) depending on the area and purpose, a lease period of 9 years 11 months is permitted with an option to renew and which period is terminable by either party by giving or receiving 3 months' written notice;
- (iii) land is leased at a nominal rental amount between N\$500.00 and N\$5 000.00 (+15% VAT) per annum in Council's discretion, subject to an annual escalation of 40 7% on 1 July (*amended by Council on 19 November 2020 under item 11.1.25*);
- (iv) a deposit equal to the annual lease be paid in advance by the entity;
- (v) when considering the annual rental amount, the following will be taken into consideration:
  - (a) number of members
  - (b) size of the portion applied for
  - (c) location of the portion applied for
- (vi) no fixed structures are permitted, only temporary structures may be erected at the risk of the lessee and these shall be removed at the cost of the lessee at the termination or lapsing of the lease period;
- (vii) that Council be indemnified against any claims from the public or members of the lessee which may arise due to the use of the site by the entity;
- (viii) the lease may not be ceded or assigned to a third party without the written permission of Council first being obtained;
- (ix) Council has unrestricted right of access to the land;
- (x) the land may only be used for the main purpose of the entity;
- (xi) the land must be restored to an acceptable condition on termination or lapsing of the lease period to the satisfaction of the Engineering and Health Services Departments; and
- (xiii) in order to qualify for nominal rental per annum, the following be provided by the entity:
  - A certified copy of the approved constitution, clearly indicating who will be representing the club in the lease agreement.
  - A name list of the adult members residing in Swakopmund.

<sup>1</sup> Refer to Council's resolutions passed on 30 September 2010 under Item 11.1.13 and – G 3/10/2

11.1.11 **PROPOSAL FOR POP-UP RESTAURANT IN DECEMBER 2021**  
(C/M 2021/10/28 - 14/2/4/1)

Ordinary Management Committee Meeting of 14 October 2021, Addendum 8.2 page 09 refers.

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

1. **Introduction**

This item is submitted to Council to seek approval for beach rental to set up a pop-up restaurant from **04 December 2021 - 09 January 2021**.

2. **Discussion**

A proposal (Annexure "A") to set up a pop-up restaurant at the beach was received from Messrs Wale Tale, a group of three business people (Heidi, Sebastian & Sello) on 14 September 2021. Subsequent to the receipt of the proposal, a meeting between the Municipality Officials from Health Services, Town Planning, Environmental office, Economic Development Office as well as Design and Building division with the applicants, was held on 28<sup>th</sup> September 2021 to gather more information regarding the proposal. The following matters were discussed and clarified in the meeting:

- *Proposed time frame and operational hours*
- *Proposed activities as well as site plan/ layout*
- *Life guarding*
- *Fire control*
- *Ablution facilities and sewerage*
- *Waste management and general house keeping*
- *Closure of event and rehabilitation of the area*
- *Site visit to proposed locations*

A Pop-up restaurant is an innovative initiative aimed at adding value to the local economy by utilizing the beach and creating an environment to enjoy Namibian seafood cuisine at the beach.

**Proposed time frame and operational hours**

The applicant would like to set up a temporary structure for pop-up restaurant for period of one month. The proposed time frame was initially **10<sup>th</sup> December 2021 - 09 January 2022**, however after the meeting of 28<sup>th</sup> September, the applicant proposed a new time frame of **04 December 2021 - 09 January 2022, from 11H00 to 21H00 daily**. The proposed time frame was justified taking into consideration the magnitude of effort, resources to be invested to yield anticipated return and the overall economic impact the event will bring.

### **Proposed activities and site layout.**

The proposed pop-up restaurant will mainly consist of the following:

- *New dining experience for Swakopmund that will have a variety of eating experiences such as 7 course buffet eat all you can.*
- *Selling of liquor and local sea food*
- *There will be weekly food festivals such as crayfish, snoek, oyster or surf & surf festivals.*
- *Cater to corporate companies for end of the year functions and team building exercise*
- *A play area for the kids that will keep kids entertained & parents can relax and enjoy themselves*
- *On the days of festivals & Corporate functions there will be live music playing in the background. The applicant agreed to ensure that the music will not be over powering, It will be background music, so that residence will not be disturbed in the area.*

### **Site Layout/plan**

- *Attached the site plan and layout (**Annexure "B"**)*

### **Propose location for the Pop-up restaurant**

- **Option 1** - *the site by the Wreck Surf Beach behind the Palm trees on Strand Street.*
- **Option 2** - *the site next to the braai area, Ok Parking surrounding*
- **Option 3** - *the fitness park area, opposite Marshall street*

Please refer to the attached map (**Annexure "C"**). The size of the area required is approximately 40m x 25 m.

#### **Option 1**

They prefer this area reasoning that it closer to town, there will be easier access and easier for security control and safer access

However, the beach sand around this area is quite rocky. The area is limited in terms of space. No sufficient parking area, taking into consideration 150 target audience and the community members that normally utilize the area for walking and jogging. Accessing the area by vehicles for loading and off-loading will also be difficult. It is also in the close proximity to residential area which can cause nuisance to the residents.

#### **Option 2**

This site is very ideal and suitable for the proposed activity. It is a large open area. The area is already being utilized as an entertainment area (OK Parking) and the site is designated for public braai. There is ample space for parking and expansion of the area for more parking if necessary. It is further away from residents hence cannot cause nuisance.

However, the area is further away from town, due to the sand in the area accessibility of loading and off-loading trucks can be a

challenge thus requires Municipality making provision for a temporary access road.

Messrs Wale Tale was advised that should Council choose option 2, they will be required to consult with the local residents, especially the Paddock Garden Trustees.

### **Option 3**

Similarly, to option 1, this site is not supported. It is very limited in terms of space. There is no sufficient space for parking apart from Marshall Street which is in residential area. The proposed site is also in the close proximity of the residential which might lead to causing nuisance to the residents.

### **Life guarding**

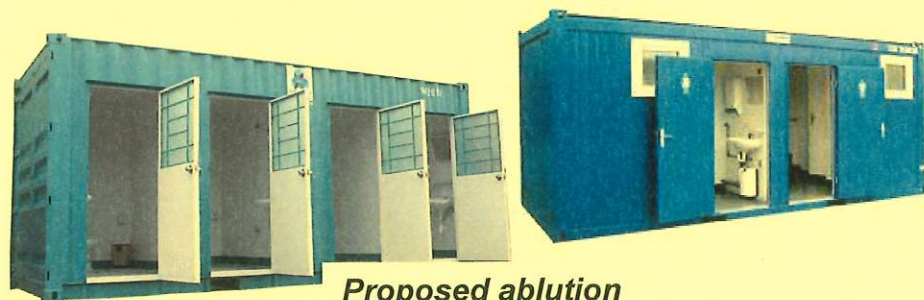
The applicants indicated that there will be no swimming as part of the proposed event, however one of the partners in this proposal has done a certified sea and rescue training course. There will be warning signs against swimming and the applicant will also contact Namibia Sea Rescue Institute for rescue if any unfortunate event should take place.

### **Fire Controlling**

Considering that there will be open fires for cooking seafood, the applicant proposed collaboration with the Municipality of Swakopmund fire department. All the safety protocols and regulations will be followed. There will be fire extinguishers placed around the restaurant and fire blanket will also be provided throughout the cooking area.

### **Ablution facilities**

The applicant will utilize a container that has luxury flushing toilets and hand washing basins. A temporary water tank will be installed to collect all grey water.



*Proposed ablution*

### **Waste Management and General house keeping**

The applicant plans to have the waste collected on a daily basis at own costs to prevent unwanted smells and pollution. They will make provision for wheelie bins as well as metal drums to

dispose of the left over coals. A honey sucker truck will be utilized to collect the grey water from the ablution facilities and kitchen on a regular basis.

### **Type of materials to be used for the Pop-up restaurant**

The applicant indicated that they will make use of a wooden temporary structure. The Design and Building section will approve the proposed structure to ensure it is of temporary nature and it is not harming the environment.

### **Closing and rehabilitation of the area**

The applicants will restore the area to its original state it was before use.

### **3. Similar events taking place in same vicinity**

Council on 30 September 2021, under item 11.1.3, has granted permission to the Nedbank Food Festival to host a beach bar at the OK Parking area, Northern Beach area. The Nedbank Food Festival event will only take place for four (4) days, from 28 – 31 December, 12H00 – 21H00.

The Northern Beach area has ample space to accommodate both events. It is therefore proposed that Messrs Wale Tale will be allocated the area on the southern side of the Ok Parking, while Messrs Nedbank Food Festival will be on the northern side of the OK Parking area as indicated on the map.

### **4. Current rental fees for Public Open Spaces**

Currently the beach area is regarded as a public open space, thus rented out as per the following gazetted tariffs:

Lease of Municipal Land (Public Open Spaces as gazetted)

#### **For area of 16m<sup>2</sup> or less (VAT Excluded)**

(i)	Daily	-	N\$ 201
(ii)	Weekends	-	N\$ 268
(iii)	Weekly	-	N\$ 337
(iv)	Monthly	-	N\$ 1009

#### **For area between 16m<sup>2</sup> and 20m<sup>2</sup> (VAT Excluded)**

(i)	Daily	-	N\$ 268
(ii)	Weekends	-	N\$ 337
(iii)	Weekly	-	N\$ 404
(iv)	Monthly	-	N\$ 1614

The above tariffs can be used to charge for the proposed beach rental development.

The proposed total rental fees for the pop-up restaurant will therefore be **N\$11 403. 40** (i.e. N\$268 x 37 days = N\$9 916.00 + 15% VAT)

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



**RECOMMENDED:**

- (a) That Council grants permission to Messrs Wale Tale to set up a pop-up restaurant at the public open space area (Option 1 of identified sites), Option 1 - Wreck Surf Beach behind the Palm trees on Strand Street. on 28<sup>th</sup>- 31<sup>st</sup> December 2021 subject to the following conditions:
- (i) That the following rental be charged:
    - Refundable Deposit = N\$724.00
    - Rental Fees x 37 days = N\$11403.40 (i.e. N\$268 X 37 plus 15% VAT)
  - (ii) That the operation hours of the event be from 11H00 till 21H00 daily
  - (iii) That noise be restricted to the immediate surrounding area (i.e. 85 Decibels) and upon any complaints of noise pollution or misbehaviour, the approval be terminated.
  - (iv) That the applicant indemnifies Council against all and any claims in respect of damage to property and / or bodily injury to / loss of life of people that may arise from the utilization of the property.
  - (v) That the applicant ensures that there is security during the event, to the satisfaction of the General Manager: Economic Development Services, and that the site is restored to its original state after use.
  - (vi) That the applicant ensures that all health protocols related to COVID-19 pandemic, are adhered to.
  - (vii) That the applicant must indicate whether refuse bins will be required and has to pay for the lease thereof as well as the removal afterwards (N\$32.00) per bin and N\$786.00 per truck load for the removal {15% VAT excluded}) as per approved budget.
  - (viii) That the applicant informs adjoining residential property owners and public at large of the event for this period.
  - (ix) That applicant submits a fire layout plan for the approval by General Manager: Economic Development Services before the event
  - (x) That the applicant applies for the temporary liquor license with the relevant authority.
  - (xi) That the applicant make provision for security and crowd controlling measures
  - (xii) That no off-road driving on the beach area will be allowed except for those vehicles meant to load and off-load materials or waste at the event.
  - (xiii) That the applicant provides own fresh water tank for the event.
  - (xiv) That all materials / structures to be used is of a semi-permanent nature and neutral colour
  - (xv) That the approval be given as a test case and be reconsidered for future applications.
- (b) That proposed temporary structure for the pop-up restaurant be submitted to the General Manager: Engineering and Planning Services for review before installation.
- (c) That Messrs Wale Tale be informed that a similar event will be hosted on the northern side of the braai area on 28<sup>th</sup> - 31 December 2021.
- (d) That Messrs Wale Tale be responsible for provision of the proposed luxury ablution facilities at their own costs.
-

**ANNEXURE "A"**

14/2/21

9 September 2021

**Council proposal for pop up restaurant in December**

Dear CEO Alfeus Benjamin

Att: Heath Council



RECEIVED 2021-09-14

The Wale Tale is new modern idea that is been used around the world through the concept of a pop up restaurant.

Pop up restaurant consist of a non-permanent structures to a certain limited amount of time. The concept will consist of us opening from the 10<sup>th</sup> of December 2020 to the 9<sup>th</sup> of January which busiest time down at the coast during school holidays

The Wale Tale offers locally sourced seafood by Namibians to help out local suppliers.

This is a whole new experience to Swakopmund that has not been done before and it is prepared in a true Swakopmund style from the Namibian fishing culture

"The only way to enjoy Namibian seafood cuisine, is in abundance, sand under the feet, the smell of the ocean right next to the sea & cooked on open fire (braai)

This pop up restaurant helps creating jobs for locals and it's a fresh idea to make a difference to Swakopmund and offering new experiences for locals as well as foreign visitors

It supports local coastal businesses and suppliers from different seafood suppliers to equipment suppliers.

It will be a family restaurant with a hip vibe for everyone to be enjoyed & eat as much as your heart desires!

The operating hours will be run between 11am & 9pm.

Locations for Pop up restaurant have been carefully selected and environmentally friendly & on par with health & safety regulations.

We have some local sponsors on board that are very interested and supportive!

Our menu consists of 10 dishes served over 7 courses which are prepared and presented one after the other as a rolling buffet.

Rock Lobster, Galjoen, Prawns and Catch of the Day are additional for those of you who want to go all out!

The majority of the dishes is prepared in full view on open fires in front of you – this guarantees off-the-grid-fresh seafood – the only way to do it.

Relax, wind down and enjoy traditionally cooked Namibian seafood.

*\*We donate all food that cannot be finished to seriously needy families in the area. Nothing goes to waste!\**

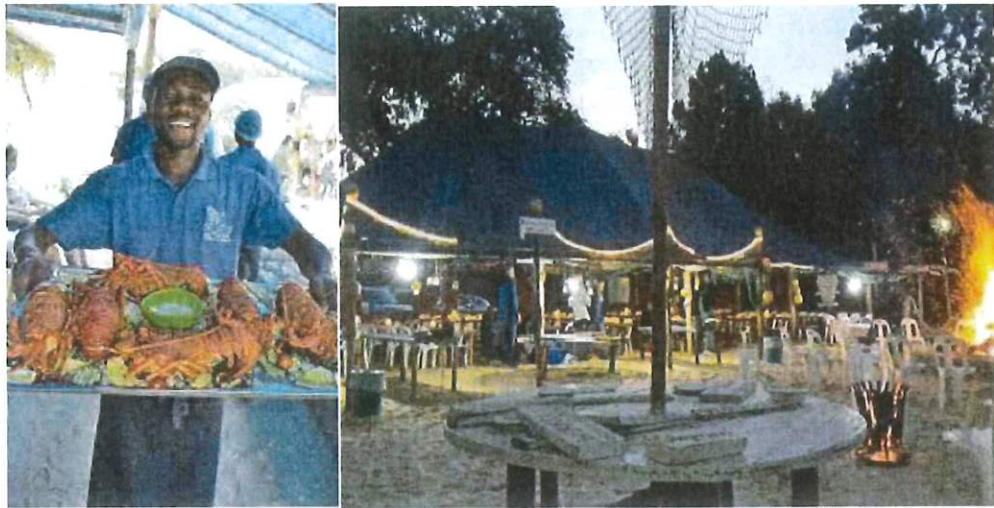
#### Menu

1. **Pot Bread**, with farm butter and jam/preserve.
2. **Mussels & Mussel Meat** in shell steamed to perfection with onions in white wine source. Need to keep the shell as your spoon
3. **West Coast Snoek**– with Sweet sweet potato– Namibian style
4. **Seafood pot with 4 types of fish**, calamari strips, mussels and prawn tails in rice.
5. **Meat Potjie** (*for those who don't eat seafood and we support the local farmers*)
6. **Water Melon & Sweet Melon** or **Tropical Fruit** (*slides down your throat*)
7. **Coffee and Koeksisters**– (*sorry – we do not do tea!*)

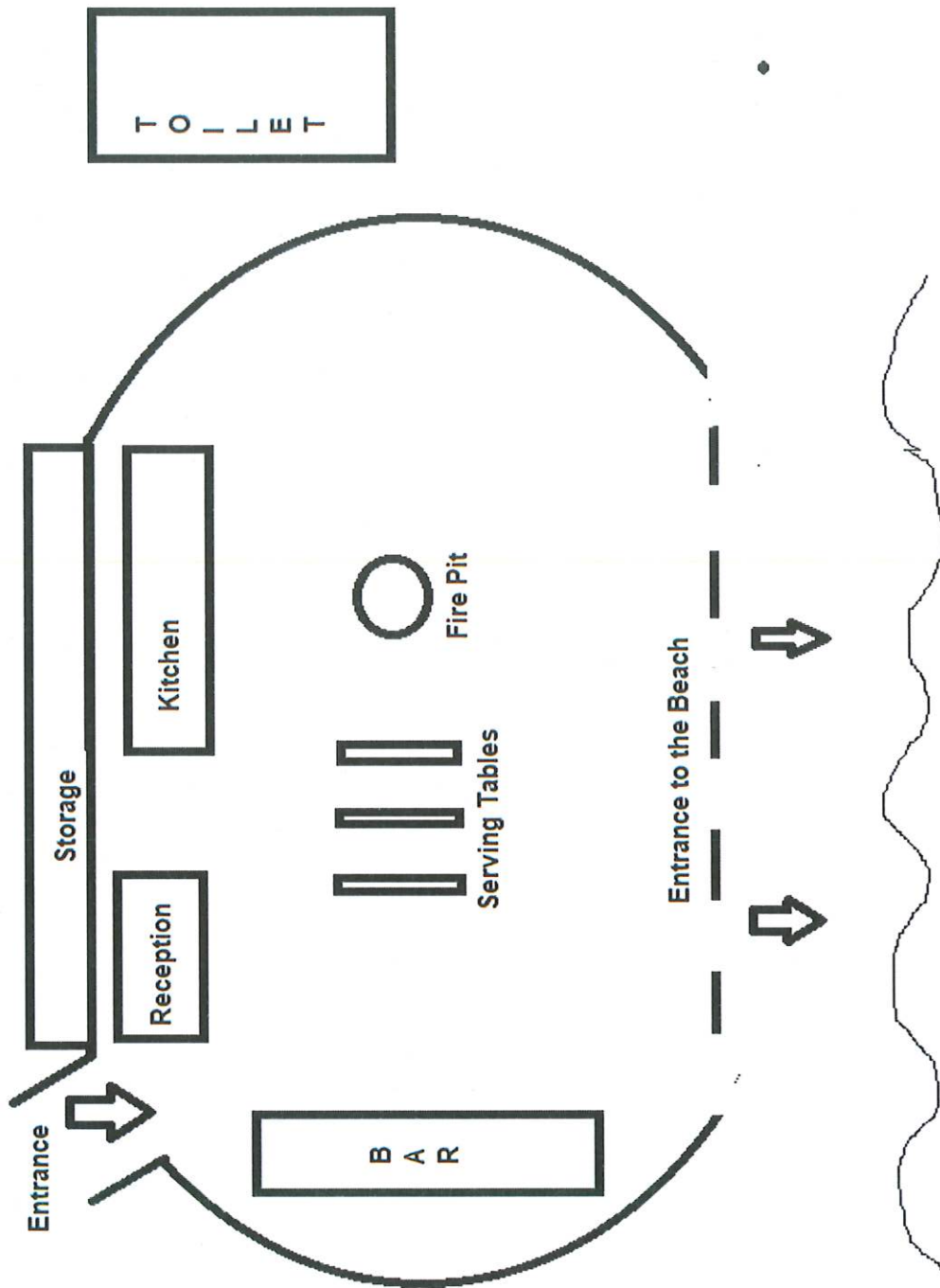
#### **Additional:**

8. **Catch of the Day**– with onions and oil/butter- the chef will say
9. **Gajoen / Tuna** – braai'd on open fire with fried with onions, garlic and butter (*this is how it should taste*)
10. **Crayfish** – taste the sea!

We look forward working together with the council & bringing a new funky concept to Swakopmund



**ANNEXURE "B" SITE LAYOUT PLAN**

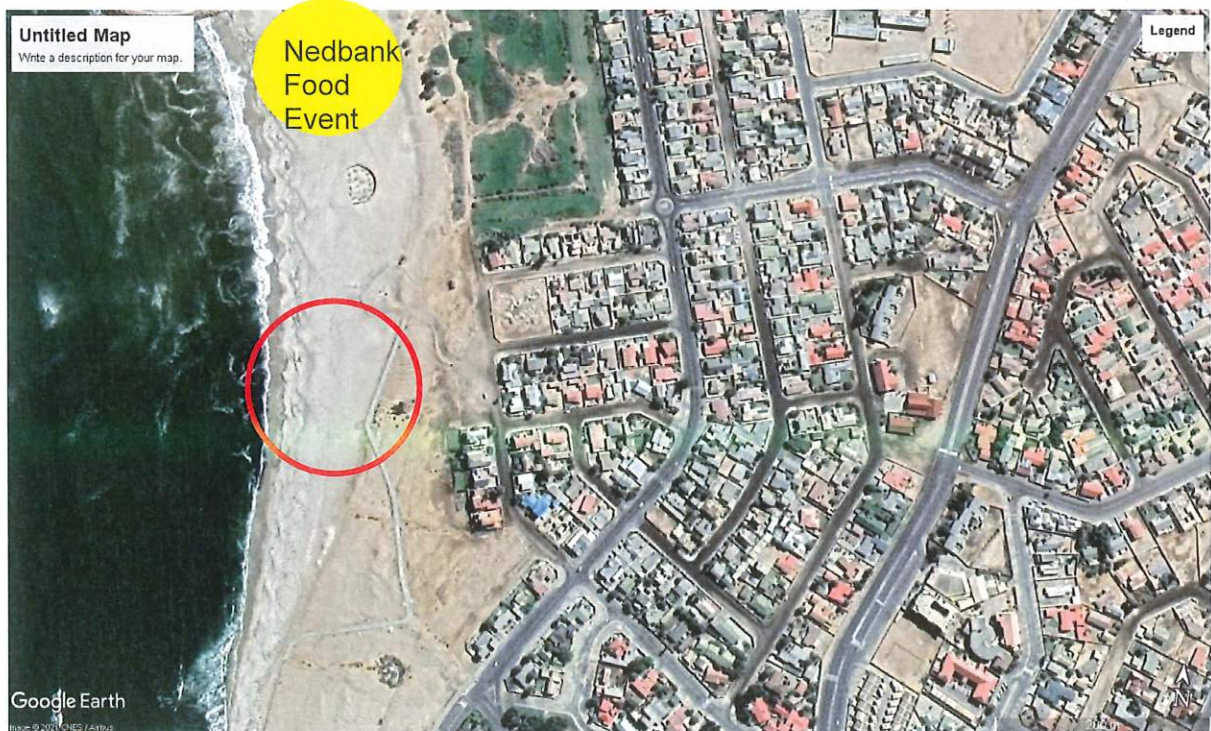


**ANNEXURE "C" MAP**

**Option 1 (Moses Garoeb Street Parking, at the surf area)**



**Option 2 (Northern Beach Braai Area)**



Option 3(Opposite Jukskei park, Close to the fitness park)



11.1.12 **UPDATED DELEGATED SIGNATORIES OF COUNCIL'S CURRENT ACCOUNTS**

(C/M 2021/10/28 - 3/13/1/1)

Ordinary Management Committee Meeting of 14 October 2021, Addendum 10.1 page 03 refers.

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

The purpose of this submission is to seek the updated version of delegated signatories for approving Council's payments.

Currently the below listed administer authorisation of all payments on behalf of Council.

<b>NO.</b>	<b>JOB TITLE</b>
1.	Chief Executive Officer
2.	General Manager: Finance
3.	General Manager: Corporate Services & HC
4.	Manager: Finance
5.	Manager: Human Capital

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

**RECOMMENDED:**

That the delegated powers of signatories be updated accordingly for the below listed to authorise payments on behalf of Council:

<b>NO.</b>	<b>JOB TITLE</b>
1.	Chief Executive Officer
2.	General Manager: Finance
3.	General Manager: Corporate Services & HC
4.	Manager: Finance
5.	Manager: Human Capital



11.1.13 **APPLICATION FOR THE RELAXATION OF THE ON-SITE PARKING ON ERF 3289, MONDESA (EXTENSION 7)**  
(C/M 2021/10/28 - M 3289)

Ordinary Management Committee Meeting of 14 October 2021, Addendum 8.3 page 20 refers.

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

**1. Purpose**

The purpose of this submission is for Council to consider the application for the relaxation of on-site parking on Erf 3289 Mondesa, Extension 7.

**2. Introduction and Background**

An application was received from Messrs Nambaza Holdings PTY LTD for the relaxation of on-site parking for the development of Erf 3289 Mondesa. The application is attached as **Annexure A**.

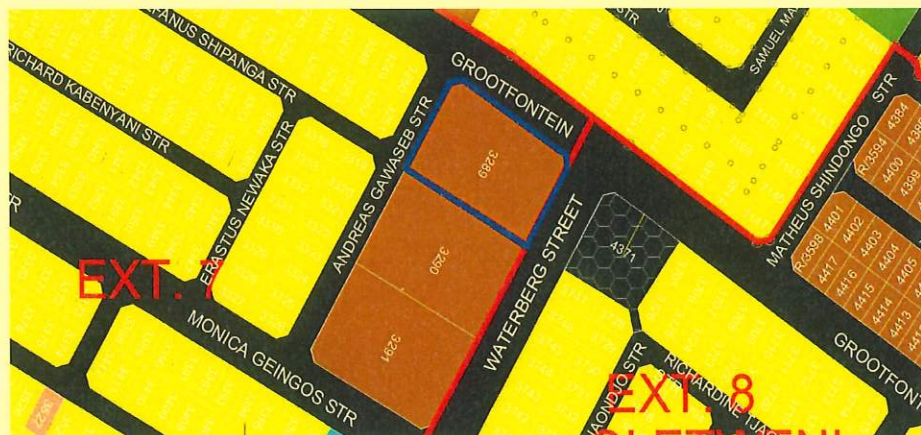
**3. Ownership**

The ownership of Erf 3289 Mondesa, vest with Dr Abisa Konstantinus, who is the Director of Nambaza Holdings PTY LTD.

**4. Locality, Zoning and Size**

Erf 3289, Mondesa is located in Extension 7. It is at the corners of Grootfontein Street, Andreas Gawaseb Street and Waterberg Street. It was zoned "General Residential 1" with a density of 1/100m<sup>2</sup> as per plan below, however, the rezoning to general business with a bulk of 1.0 was approved and now awaits betterment fee levie approval from the Minister of Urban and Rural Development.

The Erf measures 4 360.7m<sup>2</sup> in extent and is currently vacant.



## 5. The Proposal

The applicant proposes the development covering 50.99% of the property including a service station with its convenient shop, as well as a variety of other shops, offices, a pharmacy and doctor's consulting room. The applicant thus requests Council to grant permission to relax the parking requirements from the current number of 62 parking to 52 parkings.

## 6. Evaluation

### 6.1 Swakopmund Zoning Scheme - Parking provisions

Parking provisions are as below:

Various parking requirements for land use activities listed under "General Business" in terms of the Swakopmund Zoning Scheme are illustrated on the table below.

**TABLE D1: Provision of Parking**

<i>Residential buildings</i>	<i>1 per dwelling unit</i>
<i>Hotels</i>	<i>1 per 50m<sup>2</sup> of floor area</i>
<i>Pension &amp; Bed &amp; Breakfast</i>	<i>A minimum of 2 plus 1.5 per room</i>
<i>Shops and Offices</i>	<i>1 per 33,33m<sup>2</sup> of floor area, or as arranged with Council according</i>
<i>Places of Public Worship and Places of Instruction</i>	<i>1 parking bay per 10 seats or 10 members Min: 15 bays for funeral chapels; 8 bays for other uses</i>
<i>Institutional</i>	<i>1 per 2 beds or as determined by Council</i>
<i>Service Stations</i>	<i>At least one parking bay per 50 m<sup>2</sup> of the total floor area provided that the parking bays be clearly indicated for visitors.</i>
<i>All other uses</i>	<i>1 per 33,33m<sup>2</sup> of floor area</i>

Taking into consideration the scale of development proposed by the applicant, there are 62 parkings required onsite. The deficit of 10 parking is a significant number and should not be entertained.

The attached Council approval letter to the applicant for the rezoning of Erf 3289 Mondesa, Extension 7 from general residential to "General Business" under Council Resolution C/M 2020/08/31-M3289, item 11.1.23 (c) and (d) clearly states conditions to which the rezoning approval was granted, which are now being overlooked and/or contravened by the applicant.

(c) *That Erf 3289, Mondesa be subject to a betterment fee calculated according to the betterment fee policy of 2009 and be paid by the applicant before any submission of building plans to the Engineering and Planning Services Department for approval.*

(d) *That all the parking be provide on-site in line with the Swakopmund Zoning Scheme.*

The applicant states that their application has been with Council for the past eight (8) months which has resulted a costly exercise and delay of time on the project. Note should however be taken that this specific application was only formally submitted to Council on the 12<sup>th</sup> August 2021. Prior to that, staff were merely

assisting the applicant with calculations for parking in order to have requirements met as stipulated by the Swakopmund Zoning Scheme before formal submission.

The applicant also stipulates that they would like to have parking requirements relaxed because the development is coming to an area with a high pedestrian population, who either walk or use taxis to travel. Again, note should be taken that this statement is an undermining to the area and does not justify having a large development without providing sufficient parking for consumers. The Swakopmund Zoning Scheme made special provisions for parking in terms of Clause 8.20.3 and it reads as follow:

*"Notwithstanding the provisions of this Scheme, the Council may relax the parking requirements applicable to any zone and enter into a written agreement with the owner of the erf concerned whereby the owner shall either:*

- (a) *pay an amount to the Council which in the opinion of the Council is sufficient to enable it to provide and maintain the same number of parking spaces within reasonable walking distance from the erf as are required in terms of the parking requirement for that zone, or*
- (b) *transfer a suitable site to the Council and pay an amount to the Council which will, in the opinion of the Council, be sufficient to enable it to construct and maintain the number of parking spaces required in terms of the parking requirement for that zone; or*
- (c) *Construct and maintain the number of parking spaces required in terms of the parking requirement for that zone on any other property which is considered to be suitable by the Council."*

It is therefore proposed that the applicant identifies and indicates a site in the vicinity which should be mutually agreed upon for the construction of the parking deficit at the applicants cost to enable the relaxation.

Alternatively, the development should be scaled down in order to be able to provide the required number of parking bays on site. Building plans should basically be submitting after payment of the betterment fee is made, in accordance with the Council approval conditions of the rezoning.

## 7. Conclusion

The responsibility for the provision of on-site parking lies with the developer. The developer should therefore identify a suitable mutual agreed site for the construction of the deficit parking at own cost or else he must downscale the proposed development so as to ensure that both the Swakopmund Zoning Scheme requirements as well as the rezoning approval conditions are adhered to before submitting development proposal to Council.

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

**RECOMMENDED:**

- (a) That the application to relax on-site parking on Erf 3289, Mondesa, Extension 7 from 62 to 52 parkings, be turned down.
  - (b) That the applicant takes note that it is his responsibility to provide parking for the proposed development, preferably on-site as per the requirements of the Swakopmund Zoning Scheme.
  - (c) That the applicant scales down the development to a size that would be able to accommodate the required number of on-site parking bays or at own cost find a suitable alternative site where parking provision would be adequate and in accordance with the Swakopmund Zoning Scheme provisions.
  - (d) That the applicant adheres to the conditions as set out under Council Resolution C/M 2020/08/31-M3289, item 11.1.23 (c) and (d).
  - (e) That no building plans shall be approved if parking provision is insufficient and betterment fee is not paid.
-

**ANNEXURE A- APPLICATION**

AK Plaza - Mondesa  
Erf 4491  
Maple Street, Ocean View  
Swakopmund



3289 M Ext 8

M 3289  
Nambaza Holdings PTY LTD  
Tel: (064) 400 550  
Email: abisai@ndatara.com  
P O Box 7227

14 September 2021

General Manager: Engineering Services  
Town Planning  
Municipality of Swakopmund  
C/o Rakotoka Street & Daniel Kamho Avenue  
Swakopmund



**Relaxation of parking requirement: Erf 3289 Mondesa Extension 7**

I refer to your email to me (for the applicant/registered owner of Erf 3289 - Mondesa) dated 13 September 2021, and our subsequent meeting the same day concerning the parking calculations of the development of AK Plaza on erf 3289 Mondesa Extension. The conclusion from our latest meeting is that the development requires 62 parkings as per TP Scheme. Seeing a provision of 54 parkings is currently made on the architectural plan, there exist a deficit of 8 (eight) parkings.

The purpose of this letter is to request the Council's permission to relax the parking requirements from the current number of 62 parkings to 52 parkings.

The main argument for this request is that both my team and the municipality have been locked on the issue of parking for a protracted duration of time - spanning as long as 8 months. In this lapse of time, a number of amendments were made to the plan, which were both costly and a source of much delay. The latest amendment of the plan is provisionally approved by the municipality subject of course the provision of required parking. I now fear more amendments will cause further delays and potentially threaten the overall project viability.

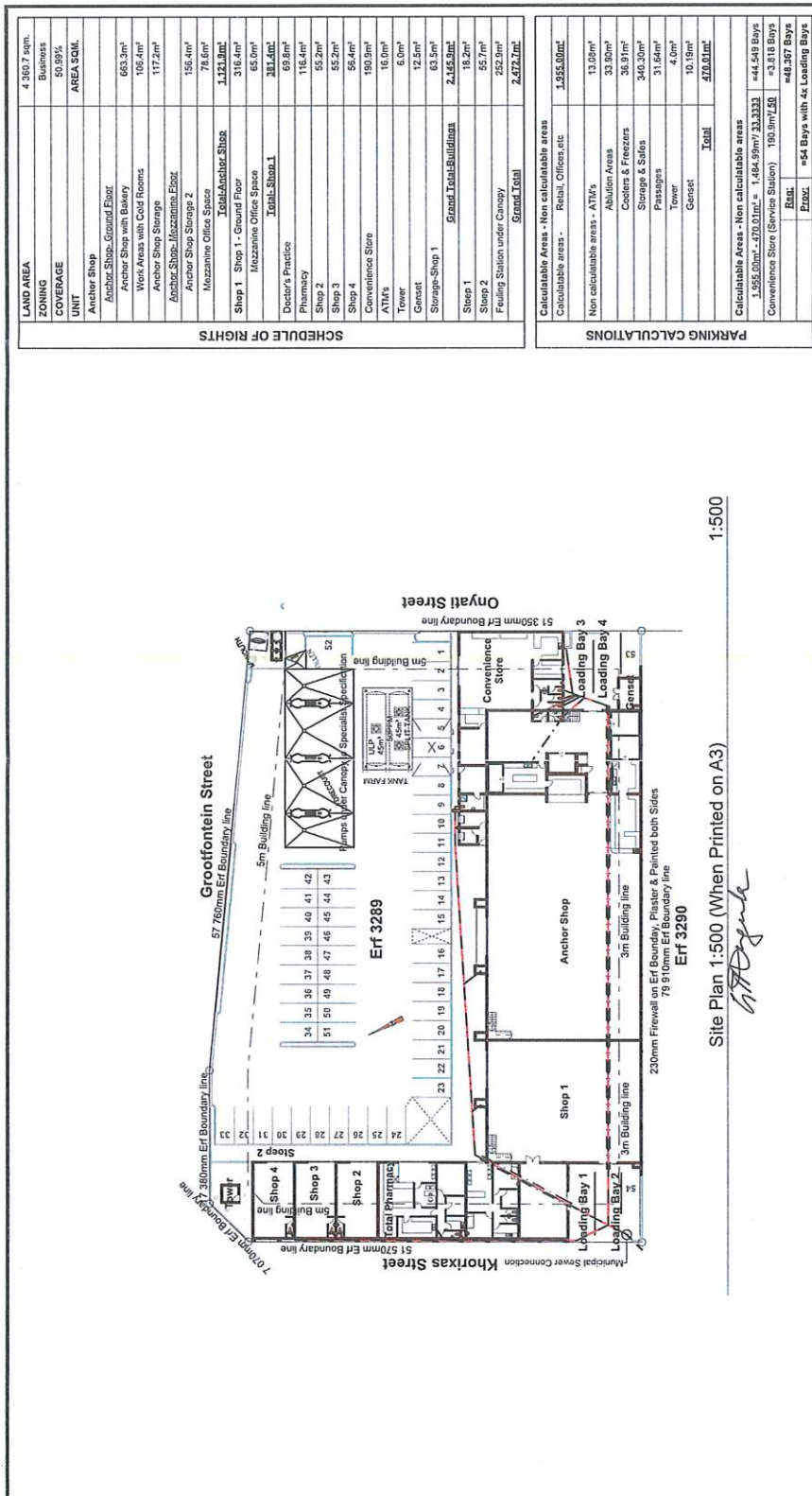
Furthermore, in support of this request, the said development is coming to an area with a high pedestrian population, who either walks or use taxis to travel. In my professional opinion, the majority customer catchment share of this development will majorly be pedestrians who will seek the societal centric services supplied at the development (e.g. doctors, pharmacies, supermarket etc).

I hope and trust that you are able to favourably consider my proposal to relax the required parkings of 62 to 52.

I look forward to your reply in due course. In the meantime, please feel free to contact me in case of any queries or the need for any clarification.

Yours faithfully,

Dr. Abisai Konstantinus  
Director, Nambaza Investments cc | Nambaza Holdings PTY LTD  
Tel: (064) 400 550 | Email: abisai@ndatara.com



**SCHEDULE OF RIGHTS**

LAND AREA	4 360,7 sqm.
ZONING	Business
COVERAGE	50,99%
UNIT	AREA SQM.
Anchor Shop	
Anchor Shop - Ground Floor	663,3m²
Anchor Shop with Bakery	106,4m²
Work Areas with Cold Rooms	117,2m²
Anchor Shop Storage	
Anchor Shop - Mezzanine Floor	156,4m²
Anchor Shop Storage 2	78,6m²
Mezzanine Office Space	1121,0m²
Shop 1 - Ground Floor	316,4m²
Mezzanine Office Space	65,0m²
Tables-Shop 1	301,6m²
Doctors Practice	69,9m²
Pharmacy	116,4m²
Shop 2	55,2m²
Shop 3	55,2m²
Shop 4	56,4m²
Convenience Store	190,9m²
ATM's	16,0m²
Tower	6,0m²
Genest	12,5m²
Storage-Shop 1	63,5m²
Shop 1	18,2m²
Shop 2	55,7m²
Fueling Station under Canopy	252,9m²
<b>Grand Total</b>	<b>2 472,7m²</b>

**PARKING CALCULATIONS**

Calculatable Areas - Non calculatable areas	
Calculatable areas - Retail, Offices etc	1 955,00m²
Non calculatable areas - ATM's	13,00m²
Abulion Areas	33,90m²
Coolers & Freezers	36,97m²
Storage & Salos	340,30m²
Passages	31,64m²
Tower	4,00m²
Genest	10,10m²
<b>Total</b>	<b>2 470,00m²</b>
Calculatable Areas - Non calculatable areas	
1 955,00m² - 270,00m² =	1 684,99m² / 33,3333
Convenience Store (Service Station)	190,9m² / 56
<b>Ratio:</b>	<b>=46,367 Bays</b>
<b>Prov:</b>	<b>=54 Bays with 4x Loading Bays</b>

**MUNICIPAL DOCUMENTATION**

Date: August 2021

Rev:

Drawn: **Jonathan**

Drawing No: **3289-000-A3** Paper Size: **A3**

Project No: **3289**

Client: Dr. A. Konstantinus

Project: **AK PLAZA Development on Erf 3289 Mondesa, Swakopmund**

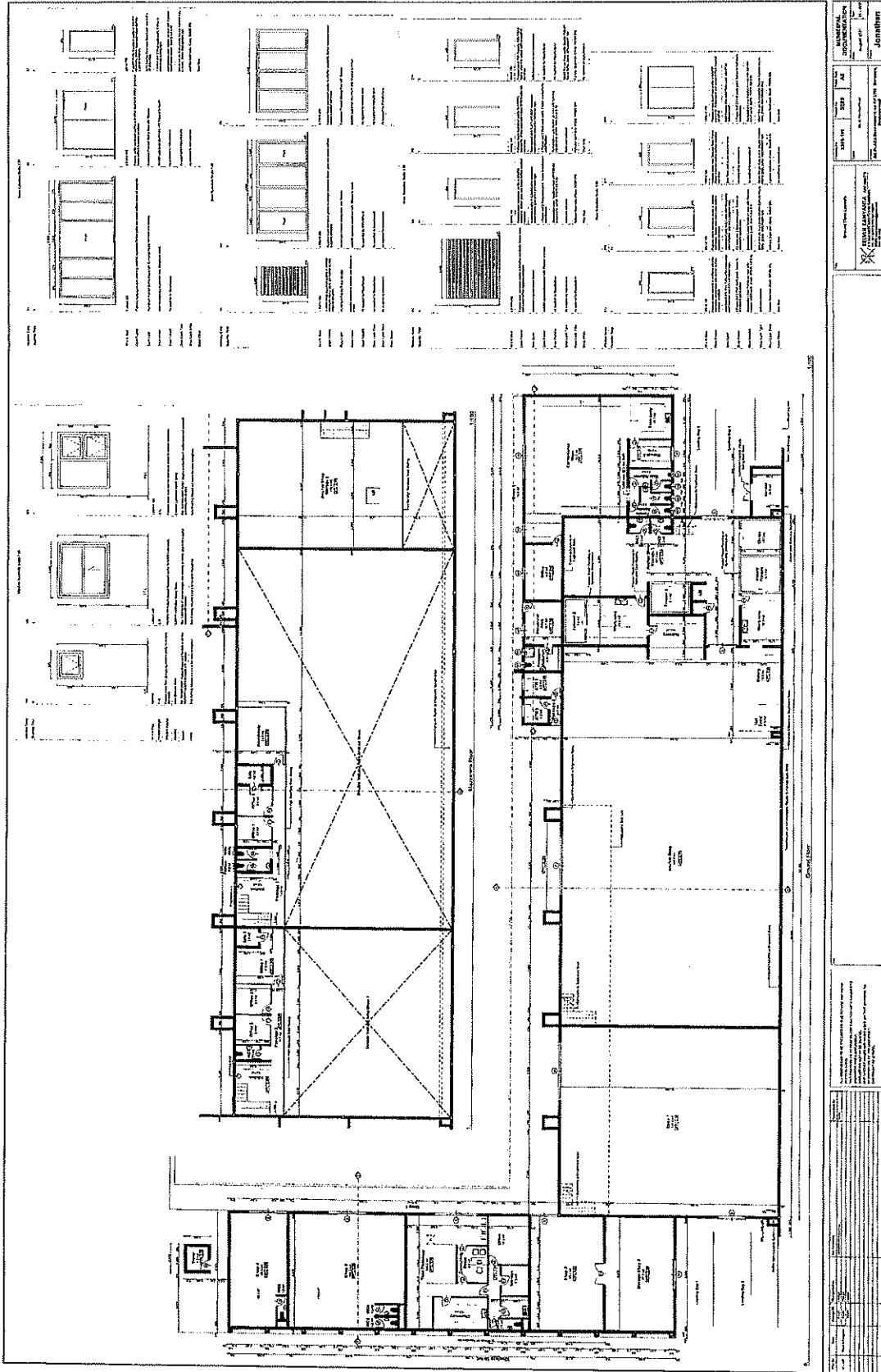
Title: **Site Plan 1:500**

1:500

**KELVIN KANYANTA ARCHITECTS**  
 P.O. BOX 55176, ECKY STREET, WINDHOEK.  
 TEL: 061 2448115, FAX: 061 302493  
 EMAIL: kanyanta@kelvinarchitects.com  
 REG NO 0503

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