

SUPPLEMENTARY AGENDA NO. 1

Ordinary Council Meeting

on

THURSDAY

30 SEPTEMBER 2021

at

09:00



MUNICIPALITY OF SWAKOPMUND

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11.1.31 **MESSRS WELWITCHIA HEALTH TRAINING CENTRE - HEIGHT RESTRICTION**

(C/M 2021/09/30 - E 3342)

Special Management Committee Meeting of 28 September 2021, Addendum 5.1 page 04 refers.

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

1. Purpose

The purpose of this submission is to present to Council the request by Messrs Welwitchia Health Training Centre (WHTC), who was awarded the bid to establish a tertiary institution on Erf 3342, to remain with the 40m height restrictions as per the request for proposal bidding conditions.

2. Background

On the **19 August 2021** at a Special Management Committee meeting Messrs WHTC presented their conceptual plans for the proposed tertiary institution planned on Erf 3342 located in Extension 9. During this presentation, the topic of the height was raised, by the members at the meeting because reference was made by the presenter of an expected development height of 24 m which is in conflict of a previous Council decision to repeal Town Planning Scheme 61 and revert back to the height restrictions as per Town Planning Scheme 12.

Due to the concern of the height for the proposed development by Messrs WHTC, the Management Committee took the following decision at the Special Management Committee meeting of **19 August 2021** under item 5.10:

That the issue of the building height of the development be submitted to the Management Committee by the Engineering & Planning Services Department in September.

3. Proposed Development - Height Requirement

After the decision by the Management Committee, the General Manager: Engineering and Planning Services engaged Messrs WHTC on the height restriction matter for the development, in order to submit the proposal to Management Committee for consideration. Messrs WHTC on the **24 August 2021** submitted a letter requesting Council to consider remaining with the height restriction of 40m as per the request for proposal bidding document. The letter is attached under **Annexure A**.

The letter by Messrs WHTC does not address the question of the planned developments height, but rather insists that Council should consider retaining the 40m height limit for the development. This unfortunately puts Council in a very grey and

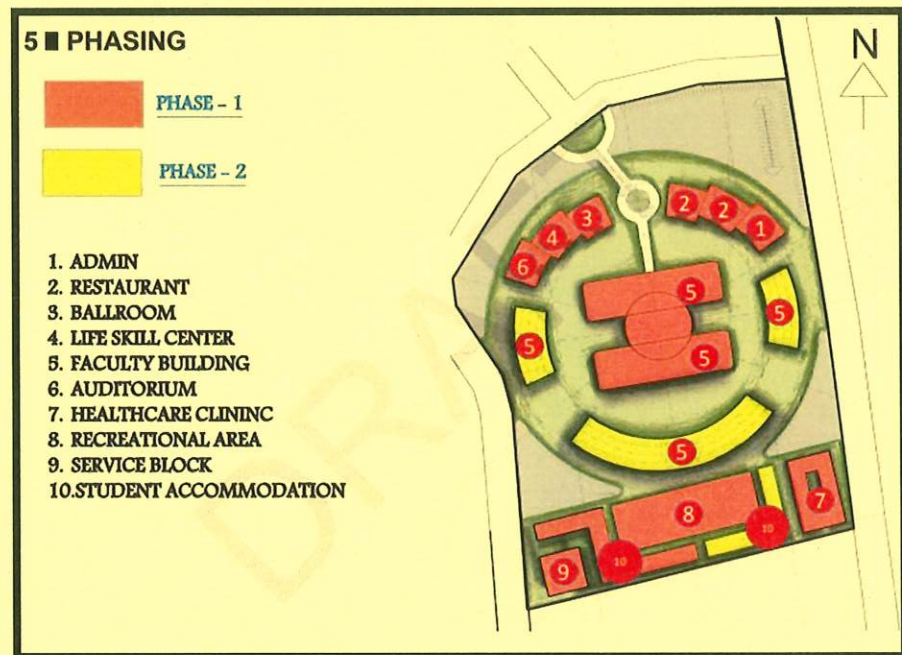
uncontrolled situation which can result in challenges from other potential or current developers.

After receiving the letter, Messrs WHTC, was further engaged to conclude the proposed height. Communication is **attached as Annexure B**.

From the communication and the documents that were supplied by Messrs WHTC, the actual height of the proposed development is not indicated. Messrs WHTC does however make reference in their presentation to a building code of G+3, G+2 and G+1.

The G symbol is to represent ground floor and the +3, +2 or +1, represents the number of additional floors on top of the ground floor.

The proposed development by Messrs WHTC will hosts 4 faculty buildings and student accommodation at G+3 storey level, which means that these buildings will be up to 4 storey in height. Please see below, the phasing of the buildings for the development.



Because the developer could not identify the actual height for the planned development, the following was assumed in order to reach an idea of the height that can be expected for the development.

The standard height for a multiple storey building is at least 3 m and when this standard is applied to the building code of G+3, as per Messrs WHTC's proposal then the height of the height building, which is the Faculty Building and the Student Accommodation the building height will amount to **12 m**. This assumed height is calculated without consideration of roof pitches and architectural features.

4. Institutional Erf - Height Restriction

Under the current Town Planning Scheme 12, Erf 3342 located in Extension 9 is zoned *Institutional* which has a height restriction of 8m but can be relaxed by Council to 10m. Due to this current height restriction the development falls outside what is recommended by the current Town Planning Scheme 12.

The Council approved Structure Plan places a 12m height restriction on erf 3342, Extension 9.

5. **Recommendation**

The proposed tertiary institution on Erf 3342, Extension 9 is requesting for a 40m height restriction, but the development is planning to erect several buildings to at least 4 storeys high, which is calculated to a height of 12m. The current zoning is allowing for the construction of buildings to the maximum height of 10m with Council consent. The current height restriction is putting potential developments such as tertiary institutions at a disadvantage.

Due to the economic and social potential to the town of Swakopmund for the establishment of a tertiary institution such as this being offered by Messrs Welwitchia Nursery Training Centre, it will be advisable for Council to consider relaxing the current height restrictions in order to promote development but should not retain the 40 m height restriction as requested by Messrs Welwitchia Nursery Training Centre as this will a dramatic effect on the current town's infrastructure as well as the surrounding residential property.

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

RECOMMENDED:

- (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.**
 - (c) **That Messrs Welwitchia Health Training Centre submits an infrastructure impact study which deals with the impact that their proposed development will have on the Municipal services such as the water, sewer, road / traffic, semi-purified, parking arrangements etc. to the General Manager: Engineering and Planning Services.**
-

Our Ref: 02/ERF3342/2021

ANNEXURE A



24 August 2021

The Chief Executive Officer
Swakopmund Municipality
Swakopmund

Dear Sir

RE: ERP 3342 SWAKOPMUND MUNICIPALITY // WELWITHCHIA HEALTH TRAINING CENTRE

The above subject and our conference call on the 27th of July 2021 refers.

Welwithchia Health Training Centre (WHTC) wishes to re-assure the Municipality of Swakopmund of its commitment to Notice 08/2021 detailing the invitation for development proposals.

WHTC is ready to proceed with the purchase of the above stated land and would like to request and appeal to Council to retain all provisions of the Notice 08/2021 supported by Council Resolution 11.1.8 (C/M 2021/05/27 - E3342) with regards to height restrictions of 40 meters.

In our referred meeting of the 27th of July 2021, WHTC got the impression that Council would like to reduce the said height restriction from the 40 meters provided in the Bid Documents to a lesser one which would have a huge impact on the technical and financial feasibility of the project as presented.

In this regard, we are kindly requesting the Council to confirm that there will be no contemplated changes to the height restrictions of 40 meters as deviation to Notice 08/2021. Any changes to the original height wherein all our designs, feasibility studies and costing is premised on, will be catastrophic to the project. Any reduction in height will technically change our planned built area, floors, student's enrolments among others. In addition, any lowering of the agreed height as per BID under Notice 08/2021 will be a typical (G+2) building and will eliminate the grandness of this massive infrastructure destination which should be distinguished from surrounding sides.

It is therefore our humble plea for Council to confirm that the approved guidelines as per Bid still stands at the bulk factor of one on 56020 square meters with a height restriction of 40-meters as per original town planning standards as supported by the BID and subsequent approvals.

We are confident that your confirmation, would ensure both the technical and financial viability of the project while maintaining the original Proposal requirements which gave rise to this development proposal.

Your urgent response in this matter will be greatly appreciated and as we wish to confirm with Financiers that the design remains the same as approved by Council Resolution of the 27th of May 2021 and authority of the Minister in terms of Section 30 (1) (f) of the Local Authorities Act 23 of 1992, as amended to proceed with the sale of Erf 2242, Extension 3, Swakopmund to Welwithchia Health Training Centre (Pty) Ltd.

Yours sincerely,

Prof. S.N Ipinge
RECTOR & CHIEF EXECUTIVE OFFICER

OFFICE OF THE RECTOR
WELWITHCHIA HEALTH TRAINING CENTRE (WHTC)
187 Industrial Str, Lohenzoll. Northern Industrial Area, P.O Box 98004, Pelican Square, Windhoek, Namibia
Directors: Prof.S. N Ipinge, Mrs M. Pendukoni, Tel +264 61247238 / +264812514024
www.welwithchia.com.na
NCHC Reg No: R0015, NQA Reg No: 000055, HPCNS Reg No: 21362, Company Reg No: 2017/1003.

Clarence McClune

ANNEXURE B

From: Eureka Ndhlovu <Ndhlovue@welwitchia.com>
Sent: Friday, August 27, 2021 10:57 AM
To: Clarence McClune
Cc: pendukenimonika@gmail.com; Scholastika lipinge; Monika Pendukeni; Itai Maposa; Itso Ozzy; Scholastika Ndatinda lipinge; Nangulohi Haikali; Joan Shivute; Annalize Swart
Subject: RE: ERF 3342, Extension 9, Swakopmund: Welwitchia Health Training Centre
Attachments: Swakopmund Development Proposal new.pdf

Dear Sir

Thank you for your email below, the 40m height is included in the Bid documents invitation for proposal as attached and on page 7 the PowerPoint and pages 52 and 53 of the presentation regarding Area Analysis.

Let me know if these references are helpful in this regard.

Best wishes.

Eureka E. Ndhlovu (Esq)

LL.B (UCT) DC, COM (UCT) DC, EMBA (UCT) DC, MBA (UCT) DC, AfSc.Org Psych/BA/HR, LL.B (UCT) DC, Dip/M24(UC), ABISA (200) SA
 Director Legal, Quality Assurance & Institutional Support

Welwitchia Health Training Centre

Bus Contact: +264-81 300 4003, ndhlovue@welwitchia.com.na
 Pvt Contact: +264-81 313 7338, eurekaesq2021@gmail.com

164 Industrial Street, Lafrenz, Northern Industrial Area
 Windhoek, Namibia
www.welwitchia.com.na

From: Clarence McClune <cmclune@swkmun.com.na>
Date: Friday, 27 August 2021 at 10:19 AM
To: Eureka Ndhlovu <Ndhlovue@welwitchia.com.na>
Cc: pendukenimonika@gmail.com <pendukenimonika@gmail.com>, Scholastika lipinge <lippinges@welwitchia.com.na>, Monika Pendukeni <Pendukenim@welwitchia.com.na>, Itai Maposa <Maposal@welwitchia.com.na>, Itso Ozzy <itsoozzy@gmail.com>, Scholastika Ndatinda lipinge <lippinge45@gmail.com>, Nangulohi Haikali <nanguhaikali@gmail.com>, Joan Shivute <shivutej@welwitchia.com.na>, Annalize Swart <aswart@swkmun.com.na>
Subject: RE: ERF 3342, Extension 9, Swakopmund: Welwitchia Health Training Centre

Dear Eureka Ndhlovu,

Thank you very much for the information.

After perusing through the presentation, I could not come across the height of the building/structure which is being proposed.

In the letter send 24 August 2021, reference is made to the 40 m height restriction, but what is the total height which is being considered for this proposal.

Regards.

From: Eureka Ndhlovu <Ndhlovue@welwitchia.com.na>
Sent: Friday, 27 August 2021 09:37 AM
To: Clarence McClune <cmclune@swkmun.com.na>
Cc: pendukenimonika@gmail.com; Scholastika Ipinge <lipinges@welwitchia.com.na>; Monika Pendukeni <Pendukenim@welwitchia.com.na>; Itai Maposa <Maposal@welwitchia.com.na>; Itsa Dazy <itsoozzy@gmail.com>; Scholastika Ndatinda Ipinge <lipinge45@gmail.com>; Nangulohi Haikali <nanguhaikali@gmail.com>; Ioan Shivute <shivutej@welwitchia.com.na>; Annalize Swart <aswart@swkmun.com.na>
Subject: Re: ERF 3342, Extension 9, Swakopmund: Welwitchia Health Training Centre

Dear Mr Clarence McClune

Thank you for your email below and kindly find attached the two presentations which were made as requested.

Looking forward to hearing from you.

Yours sincerely

Eureka E. Ndhlovu (Esq)

LLM (Dist) DC, LLM (Int.) DC, EMBA (Dist) DC, MPA (Dist) DC, [Dip. City & Reg. Plan \(Dist\) DC](#), LLB (Dist) DC, Dip. Proc. & QC (Dist) DC, MBA (Dist) DC
 Director Legal, Quality Assurance & Institutional Support

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From: Clarence McClune <cmclune@swkmun.com.na>
Date: Friday, 27 August 2021 at 9:08 AM
To: Eureka Ndhlovu <Ndhlovue@welwitchia.com.na>
Subject: FW: ERF 3342, Extension 9, Swakopmund: Welwitchia Health Training Centre

Good Morning,

My name is Clarence McClune, Head of the Engineering and Planning Services at the Municipality of Swakopmund.

This communication is written to request for the presentation to be shared with my office, in order for this matter and that of the letter (received 24 August 2021), to present to Council for consideration.

Regards.



Clarence McClune

General Manager: Engineering & Planning
 Services | Engineering & Planning Services
 Municipality Swakopmund

c/o Haketika Street & Dorsal Karroo Avenue | Swakopmund | Erongo
 Office: +264 84 410 4401 | Email: cmclune@swkmun.com.na
 Website: www.swkmun.com.na

Thank you for considering the environmental impact of printing emails



From: Eureka Ndhlovu <Ndhlovue@welwitchia.com.na>

Sent: Tuesday, 24 August 2021 01:22 PM

To: Annalise Swart <aswart@swkumun.com.na>

Cc: Scholastika Ipinge <siipinge@welwitchia.com.na>; Abraham Pendukeni <Pendukenia@welwitchia.com.na>; Nangulohi Haikali <nangulohi@gmail.com>; Scholastika Mdatinda Ipinge <siipinge45@gmail.com>; Itai Maposa <Maposa@welwitchia.com.na>

Subject: ERF 3342, Extension 9, Swakopmund: Welwitchia Health Training Centre

Dear Sir/Madam

Kindly find attached letter for your urgent attention on behalf of Prof. Scholastika Mdatinda Ipinge the Rector and CEO of Welwitchia Health Training Centre (WHTC).

Please kindly acknowledge receipt of the letter.

Best regards

Eureka E. Ndhlovu (Esq)

*LLM (LAW) DC, LL.M (Med) DC, AFRSA (ACCA) DC, MPA (MBA) DC, [ACA: City](http://www.cpa.org.na) Pwch/MQ/PWC, LLB (LAW) DC, Dip-APWC/ACC/CPA, AMBA (2003) SA
 Director Legal, Quality Assurance & Institutional Support*

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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)

Special Management Committee Meeting of 28 September 2021, Addendum 5.2 page 11 refers.

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

1. Purpose

The purpose of this submission is to inform Council of a matter that was received by the Engineering and Planning Services Department regarding the proposed subdivision of Portion 121 (A portion of Portion 32) of the Farm 163, Swakopmund by Van Rensburg Associates on behalf of their client Rudy Brand Family Trust.

2. Introduction and Background

2.1 Messrs Malherbe Associates Inc.

In 2018, Council received a letter dated **16 April 2018** from Messers Malherbe Associates Inc. on behalf of their client, Rudy Brand requesting for the subdivision of Portion 121 into two portions of approximately 5.65 hectares each or to sectionalize. According to Messers Malherbe Associates Inc their client intended to subdivide the portion in order to sell the one portion to be used for tourism purposes as the soil conditions are not suitable for farming. The letter is attached as **Annexure A**.

Council responded in a letter dated **23rd April 2018**, informing the applicant of Council's Property Policy pertaining to the subdivision of Smallholdings. According to the Property Policy, Smallholdings may be subdivided, however only into portions with a minimum size of not smaller than 10 hectares. Portion 121 is approximately 11.29 hectares in extent, deeming any subdivision thereof impossible in terms of the aforementioned policy.

2.2 Messrs Kinghorn Associates

Council received an application from Messers Kinghorn Associates Inc a letter dated **26th July 2018**, for the approval of Sectional Plans in terms of Section 9 and plan in terms of section 26 (2)(a) of the Sectional Title Act, Act No 2 of 2009 for Portion 121.

Council responded to Messers Kinghorn Associates in a letter dated **7th August 2018**, that the application could not be considered as a result of the provisions of Council's Property Policy as previously communicated in the letter to Messers Malherbe Associates. The letters have been attached as **Annexures B**.

2.3 Messrs Rudi Brand

Council received a letter from Mr. Rudi Brand dated **24 June 2020** regarding an application for the subdivision of Portion 121. Council responded in a letter dated **8th July 2020** that an application of that nature was not received, however Council confirmed the receipt of

building plans for structures on Portion 121 dated **1 October 2015**, approved on **17th December 2017**. These letters have been attached as **Annexure C**.

2.4 Messrs Van Rensburg Associates

Council received a letter from Messers Van Rensburg Associates regarding the proposed subdivision of Portion 121 (A portion of Portion 32) of the Farm 163, Swakopmund as well as the proposed subdivision of Portion 167 (A portion of portion 26) of the Farm No 163, Swakopmund- Majero Investment cc (10.1910 hectares). In this letter, Messers Van Rensburg Associates are requesting for a confirmation from Council that should the aforementioned applications be submitted to Council, they will and can be considered by Council and that should confirmation be received, their clients will commence with the appointment of a land surveyor to survey the properties in order to produce the necessary subdivision diagrams.

Council responded in a letter dated **1st September 2021**, informing Messers Van Rensburg Associates, that Council's Property Policy does not make provision for the proposed subdivision as the minimum size for small holdings is 10 hectares. Portion 121 is 11.2951 hectares in extent. Additionally, although the Swakopmund Structure Plan makes provision for the subdivision of small holdings, the area within which Portion 121 is located, still 10 hectares in terms of the said Structure Plan, the minimum size in that area remains 10 hectares. This application can therefore not be considered. The letter has been attached as **Annexure D**. The application for the subdivision of Portion 167 may be considered subject to approval of the Swakopmund Structure Plan 2020-2040 by the Minister of Urban and Rural Development as it falls within the 3.5 hectares zone of the aforesaid plan. An extraction of the layout has been attached as **Annexure E**.

3. Discussion

Council has consistently responded to the applicants, informing them of the provisions of the Council Property Policy. These provisions stand and are supported by the Swakopmund Structure Plan. Subdivisions of portions in the area where Portion 121 is located, is not permitted, as the minimum size remains 10 hectares. It is against this background that the matter is submitted.

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

RECOMMENDED:

- (a) That Council takes note of the letter by Messrs Van Rensburg Associates.**
 - (b) 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 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.**
-



ANNEXURE A

MALHERBE ASSOCIATES INC.

Company Reg No 2015/0106

SWAKOPMUND**LEGAL PRACTITIONERS / NOTARIES / CONVEYANCERS****WALVIS BAY**

171 San Ngona Avenue
P.O. Box 903, WALVIS BAY NAMIBIA
Tel: +264 64 206700 / 206720 / 206725
E-Mail Address: info@malherbe.com.na

SWAKOPMUND

Office 1 First Floor, M House
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P.O. Box 75 SWAKOPMUND, NAMIBIA
Tel: +264 64 400 100 / 400 101
E-Mail Address: info@malherbe.com.na

WINDHOEK

Nb 41 Felt Street
P.O. Box 97975, Meena Mall, Windhoek
Tel: +264 61 258 194
E-Mail Address: info@malherbe.com.na

MUNICIPALITY COUNCIL OF SWAKOPMUND**CHIEF EXECUTIVE OFFICER****SWAKOPMUND**

ATTENTION: MR MARCO PETER CLIFF SWARTS

By Email

OUR REF: Plot 121/ SW/ab
DATE: 16 April 2018

Dear Sir,

RE: PLOT 121 SWAKOPMUND: RUDI BRAND

Our client, Rudi Brand is the owner of Plot 121 Swakopmund and we have received instructions to contact your office and kindly request your assistance.

As stated above, our client, Mr R Brand is the registered owner of Plot 121 Swakopmund River plots. Attached is a copy of the title deed for your information.

It is our instructions that although the plots are all zoned as Agricultural, not all these plots are Agriculture functional, because of the soil and ground being full of rock banks, high in salt and generally unproductive.

Currently our client has been approved for Agriculture water use for this Plot 121 but the quality of the ground is still infertile despite the extra water being available and is not usable for agriculture. Our client furthermore also consulted a geologist who tested the soil and found that it is not suitable for Agriculture farming e.g. corn or lucerne. Mr Brand has invested a substantial amount of money towards the plot and has since realized that the plot is not suitable for his initial agricultural intentions when he bought same.

Directors:

David Francois Matharia B Proc., Hans D J (DMA), Johannes Gerhardus van der Marwe, B.A. LL.B. Gerard Louwrens Wijk, B.A. LL.B., Jacobus Petrus van Zyl, B Proc.
Gary Hoo September, B Jura LL.B., Lisa Merks, B.A. LL.B., Nadine van Schalkwyk, LL.B.

Associating:

Susanne Wagner, B.A. LL.B., Cheen Frits van Wyk, LL.B.

Consultant:

Matthias Scholtz, B Jura LL.B.

On purchasing the Plot it was our client's intention to start a Chicken farm together with farming the plot to supply the food for the chickens. Currently our client is not utilizing half of the Plot due to the quality of the soil and previous devastating farming attempts thereof. It has become clear to our client that further investment into the plot will not make any financial sense.

Despite the above, our client has however received various enquiries from third parties, who wish to purchase part of the plot, with the existing infrastructure, to develop the plot for tourism purposes.

By virtue of the reasons set out above, Mr Brand hereby wishes to apply that Plot 121 (of +/- 11,3 hecter), be subdivide (or sectionalized) into two (2) plots of +/- 5.65 hecter each.

Kindly advise whether the above subdivision or sectionalizing would be possible and if yes, please recommend with whom our client can make contact for direction and assistance herein.

If not, we kindly request your written feedback for the decision.

We look forward to hearing from you and thank you for your assistance in advance.

Yours faithfully,

MALHERBE ASSOCIATES INC



PER: S WAGNER



MUNICIPALITY OF SWAKOPMUND

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

Ref No: G 2 (73)

Enquiries: J Angolo

23 April 2018

Malherbe Associates Inc.
 P O Box 75
 SWAKOPMUND
 Namibia

 info@malherbe.com.na

Dear Sir,

PLOT 121 SWAKOPMUND: RUDI BRAND

Reference is made to your letter dated 16 April 2018.

Below is the extract from the Council's Property Policy pertaining subdivision of Smallholding plots:

- (a) *Smallholdings may be subdivided into portions with a minimum size of not smaller than 10h;*
- (b) *Owners who wish to subdivide their smallholding shall provide services to the subdivided portions according to the specification of the Engineering Services Department;*
- (c) *The smallholding owners are specifically prohibited from developing housing schemes on the plots.*
- (d) *The portions created by such subdivisions shall only be used for purposes as stipulated in the Town Planning Amendment Scheme Regulations;
Primary Uses: Agricultural Building
Consent Uses: Tourist Facilities, Dwelling Houses, Farm Stall,
Place of Instruction, Place of Public Worship, Shop, Tourist Establishment, Private Open Space;*
- (e) *Any upgrading of services is for the account of the applicant;*
- (f) *An endowment fee of 7,5% of the land value (as determined by the Municipal Valuator) of the portion, shall be paid for each newly created portion by the applicant;*

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

(g) *No building plans shall be approved until proof of payment of the endowment fee and completion of services, for the newly created portion/s has been received by Council; and*

(h) *That all layout plans of applicants must be submitted to Council for approval.*

Given the above, you may advise your client accordingly.

Yours faithfully

A handwritten signature in black ink, appearing to read 'C McClune', written in a cursive style.

C McClune
GENERAL MANAGER: ENGINEERING SERVICES

JA/vrb



MUNICIPALITY OF SWAKOPMUND

Ref No: G 2 (73)

Enquiries: N Heita

Mr Rudi Brand
P O Box 3472
SWAKOPMUND
13001
Namibia

Dear Sir,

PLOT 121, SWAKOPMUND

Your letter dated 24 June 2020 has reference;

Please take note that no record of any subdivision or rezoning application with respect to Plot 121, Swakopmund was found on our files. In order to enable us to properly evaluate and advice on your request, kindly provide our office with a copy of the aforesaid application.

Upon receipt of the requested copy of the application, we would further handle your request.

We however confirm that the building plan No. RB011015 dated 1 October 2015 for the structures on Plot 121, Swakopmund have been approved on 17th December 2017. A site plan has been attached for ease of reference.

We trust that you will find the content of this letter in order. Should you require clarification, please do not hesitate to contact the Manager: Town Planning at telephone number (064) 410 4403.

Yours faithfully,


C McCune

GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES







NH/vrb

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8th July 2020



MUNICIPALITY OF SWAKOPMUND

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Ref No: G 2 (73)

Enquiries: N Heita

8th July 2020

Mr Rudi Brand
 P O Box 3472
 SWAKOPMUND
 13001
 Namibia

Dear Sir,

PLOT 121, SWAKOPMUND

Your letter dated 24 June 2020 has reference:

Please take note that no record of any subdivision or rezoning application with respect to Plot 121, Swakopmund was found on our files. In order to enable us to properly evaluate and advice on your request, kindly provide our office with a copy of the aforesaid application.

Upon receipt of the requested copy of the application, we would further handle your request.

We however confirm that the building plan No. RB011015 dated 1 October 2015 for the structures on Plot 121, Swakopmund have been approved on 17th December 2017. A site plan has been attached for ease of reference.

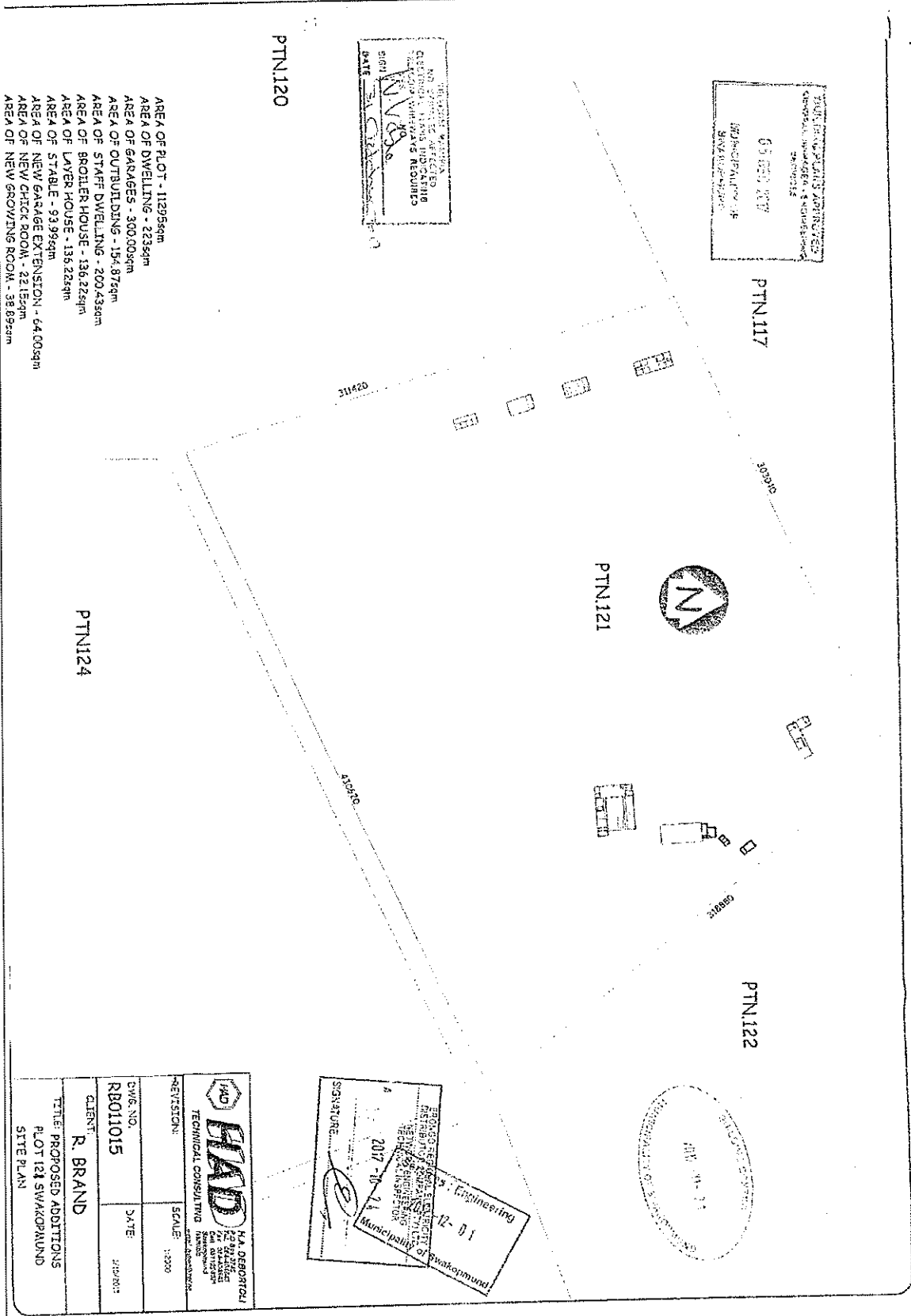
We trust that you will find the content of this letter in order. Should you require clarification, please do not hesitate to contact the Manager: Town Planning at telephone number (064) 410 4403.

Yours faithfully,


 C McClune

GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES

NH/vrb



ANNEXURE D



**VAN RENSBURG
ASSOCIATES**

ATTORNEYS | NOTARY | VALUATOR

Authorised and regulated by the Law Society of Namibia

Our reference/Ons Verwysing: VR/diana/BR0087

28 January 2021

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

BY EMAIL

Dear Sir / Madam

- RE: 1. PROPOSED SUBDIVISION OF PORTION 121 (A PORTION OF PORTION 32) OF THE FARM NO 163, SWAKOPMUND - RUDI BRAND FAMILY TRUST (11,2951 ha)
2. PROPOSED SUBDIVISION OF PORTION 167 (A PORTION OF PORTION 26) OF THE FARM NO 163 SWAKOPMUND - MAJERO INVESTMENTS CC (10,1910 ha)

We confirm acting on behalf of the owners of the abovementioned properties who was informed, at a meeting held with yourself and Mr. Claus Goldbeck on the 13th of January 2021, that applications for subdivision of their respective properties could be submitted to the Municipality for consideration.

Please provide us with your confirmation that, should said applications be submitted the same will and can indeed be considered by the Municipality. Should confirmation be received our clients will commence to instruct amongst others a Land Surveyor to survey the properties in order to produce the necessary subdivision diagrams.

Yours faithfully
VAN RENSBURG ASSOCIATES

Per: C van Rensburg

Our reference/Ons Verwysing: VR/diana/BR0087

Email: admin@vanrensburgassociates.com

Tel: +264-54-405 342 / 405 133 | Fax: +264-54-404 727 / 088 650 9933



MUNICIPALITY OF SWAKOPMUND

Ref No: 19.03.01.ptn 121 of F 163

Enquiries: N Heita

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

01 September 2021

Van Rensburg Associates
 P O Box 61
 SWAKOPMUND
 13001
 Namibia

Dear Sir,

PROPOSED SUBDIVISION OF PORTION 121 (A PORTION OF PORTION 32) OF THE FARM NO 163, SWAKOPMUND – RUDI BRAND FAMILY TRUST (11,2951 ha)

Your letter dated 28 January 2021 has reference.

Kindly take note that a letter was addressed to Malherbe Associates Inc. on behalf of your client dated 28th April 2018 regarding the subject matter, see attached. Please be advised that the contents of that letter still applies.

Council's Property Policy does not make provision for the proposed subdivision as the minimum size for small holdings is 10 Hectares and Portion 121 is 11.2951 Ha in extent. Although the Swakopmund Structure Plan makes provision for the subdivision of small holdings, the area within which Portion 121 is located is still 10 ha in terms of the said Structure Plan, the minimum size in that area remains 10 Ha. This application can therefore not be considered.

We trust that you will find the content of this letter in order. Should you require clarification, please do not hesitate to contact the Manager: Town Planning, Mr J. Heita, at telephone number (064) 4104403 / 081 150 0269 or via email jheita@swkmun.com.na.

Yours faithfully,

Swakopmund Municipality



General Manager

Engineering & Planning Services

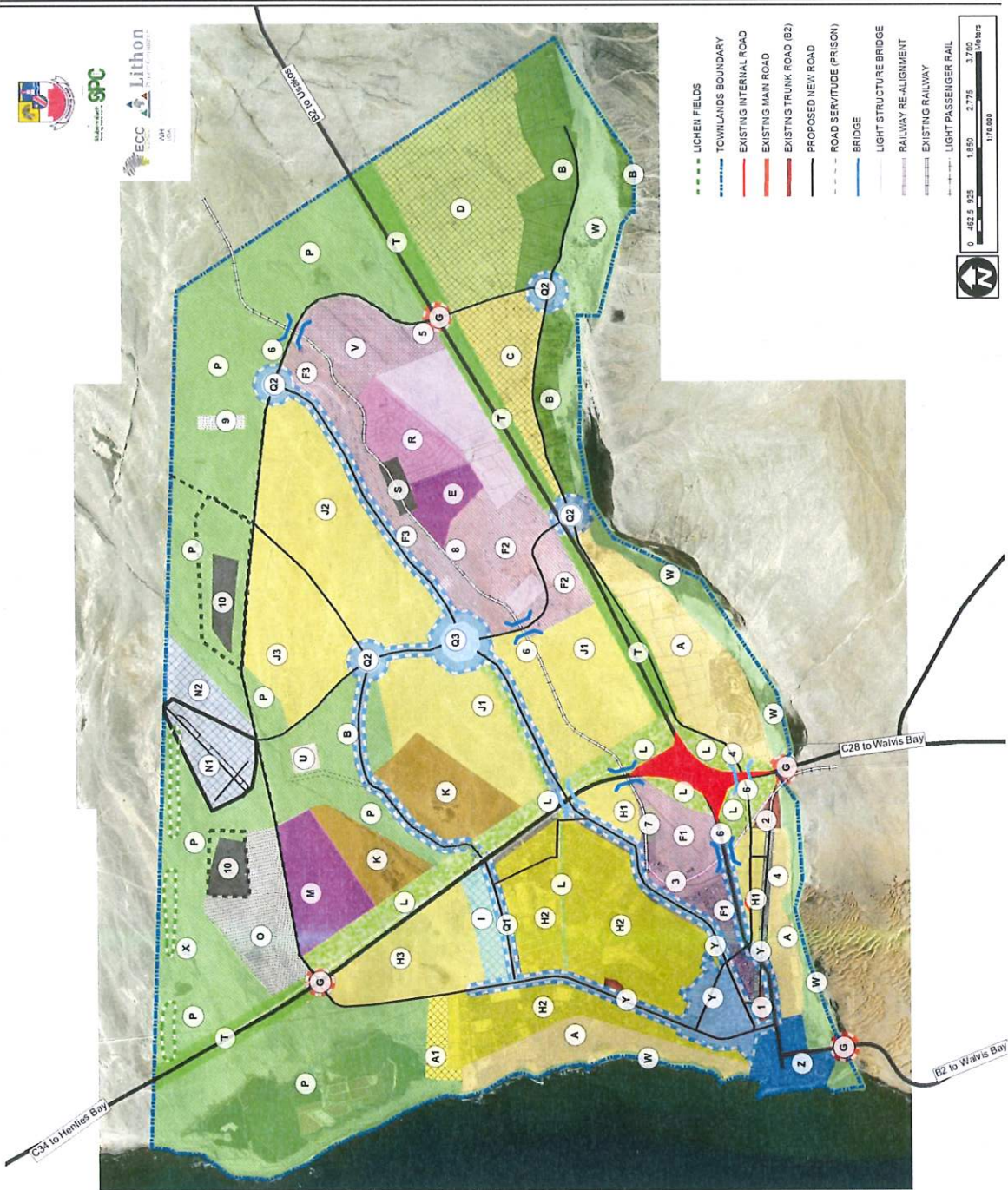
C McClune
GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES

NH/vrb

All correspondence must be addressed to Chief Executive Officer

| LEGEND | |
|--------|---|
| A | LOW DENSITY RESIDENTIAL |
| B | URBAN AGRICULTURE (UFA) |
| C | RESIDENTIAL ESTATE (RE) & TOURISM (NO FURTHER SUBDIVISION) |
| D | AGRICULTURAL ESTATE (AE) |
| E | NO INDUSTRY & NO OTHER SUBDIVISION |
| F | HEAVY & NOISIOUS INDUSTRY |
| G | MIXED USE - LIGHT INDUSTRY |
| H | CARE WAY |
| I | NEW HIGH DENSITY RESIDENTIAL |
| J | EXISTING HIGH DENSITY RESIDENTIAL |
| K | REDEVELOPMENT WITH NEW BUILDINGS |
| L | AMENITIES AND DENSIIFICATION |
| M | FLEXIBLE LAND TENURE AREA |
| N | FUTURE MIXED USE |
| O | LONG TERM HIGH DENSITY / MIXED USE EXPANSION |
| P | WASTE MANAGEMENT |
| Q | ECOLOGICAL ENERGY GENERATION |
| R | ALLOTMENT GARDENS |
| S | URBAN AGRICULTURE |
| T | AIRPORT INDUSTRIAL |
| U | PROPOSED AIRPORT SITE |
| V | PROPOSED AIRPORT ESTATE |
| W | ACTIVE RECREATION & MOTOR SPORT |
| X | ECO-ZONE |
| Y | ACTIVITY NODE |
| Z | ACTIVITY NODE |
| AA | NONDUAL ACTIVITY NODE |
| AB | NONDUAL INDUSTRIAL AREA |
| AC | GOODS & CONTAINER DRY PORT |
| AD | 200M ROAD RESERVE / OPEN SPACE CORRIDOR |
| AE | NEW PRISON |
| AF | RESOURCE MINING |
| AG | WATER RESERVE AREA |
| AH | PUBLIC ACCESS RECREATION AREA |
| AI | SATELLITE TRACKING STATION |
| AJ | HIGH DENSITY MIXED USE HIGH RISE SHOP/HOUSE ACTIVITY CORRIDOR |
| AK | HISTORIC CBD - SPECIAL URBAN DESIGN CONCERN AREA |
| AL | UNIVERSITY SITE |
| AM | ALTERNATIVE UNIVERSITY SITE |
| AN | RAILWAY RE-ALIGNMENT |
| AO | KRAMERSDORF - ROSSBUID LINK |
| AP | DRY PORT TO INCLUDE TRUCKPORT |
| AQ | NEW ROAD OVER RAIL BRIDGE |
| AR | NEW RAIL STATION |
| AS | HISTORIC CEMETERY |
| AT | SHOOTING RANGE |
| AU | BIERSTONE MINING AREA |

**SWAKOPMUND
STRUCTURE PLAN
2020 - 2040**
October 2020



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

(C/M 2021/09/30 - 13/3/1/7; M 1824, M 4326; M 2265; M 1180)

Special Management Committee Meeting of 28 September 2021, Addendum 5.3 page 28 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 extra new applications by PowerCom (Pty) Ltd and to revise the size of the proposed lease area approved by Council under item 11.1.1 on **25 June 2020** as follows:

- (a) *That a portion of land measuring 8m x 8m located on Erf 1824, Matutura, zoned "local authority" be leased to PowerCom (Pty) Ltd.*
- (b) *That the application for a portion of land located on Re of Erf 4326, Mondesa be considered after finalisation of the draft lay-outs for the tennis, netball and basketball courts.*
- (c) *That Messrs Powercom (Pty) Ltd adheres to the following requirements:*
 - *A maximum height of 25m*
 - *Consent letter from the 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\$40.75/m² per month with an annual escalation of 10% every July (first being 1 July 2021).*
 - (e) *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.*
 - (f) *That Messrs PowerCom (Pty) Ltd installs their own electrical meter so that any expenses and costs generated be allocated to Messrs PowerCom (Pty) Ltd.*
 - (g) *That the proposed lease of the site be dealt with in terms of section 63 of the Local Authorities Act 23 of 1992, as amended.*
 - (h) *That Council's standard lease conditions be made applicable to the lease.*
 - (i) *That all costs relating to the lease, including, but not limited to advertising costs, be for the account of the lessee.*
 - (j) *That the following conditions be made applicable in addition to points (c) to (i) above to the lease:*

- (i) That Council will not reimburse PowerCom (Pty) Ltd for any costs relating to the installation or removal of its properties or any other expense incurred during or after the termination of the lease agreement.
- (ii) That any damages that may be caused to the lease site be for the account of PowerCom (Pty) Ltd and shall be repaired at their cost and on demand.
- (iii) That PowerCom (Pty) Ltd will be responsible for the proper maintenance of the equipment and should such equipment not be well maintained and thus rust and become unsightly, the lease be cancelled and equipment removed at the cost of the lessee.

The Minister of Urban and Rural Development on **05 May 2021** approved the minutes of the Council meeting of 25 June 2020 (**Annexure "A"**).

2. Background on Erf 4326, Mondesa

A letter dated **22 October 2019 (Annexure "B")** was received from PowerCom (Pty) Ltd applying to lease two portions of land to erect base transceiver stations at Erf 1824, Matutura and Erf 4326, Mondesa.

Engineering & Planning Services Department confirmed that the application can only be considered once the layout of the various sports courts are in place for Erf 4326, Mondesa.

Furthermore, a letter dated **19 May 2021** was received from Messrs PowerCom (Pty) Ltd requesting to revise the size they've applied for from 8m x 8m to 10m x 10m (**Annexure "C"**). A memo dated **6 September 2021** was then received from Engineering & Planning Services Department confirming the availability of the size requested (**Annexure "D"**).

They have no objection against the construction of a tree tower on Erf 1824, Matutura, subject to an environmental impact assessment study and technical engineering requirements.

3. Extra 2 New Applications

Messrs PowerCom (Pty) Ltd applied for 3 more new sites as per letters dated **17 March 2021** and **19 August 2021 (Annexure "E")** as indicated in the table below:

| <i>Erf Number and Size (m²)</i> | <i>Location</i> | <i>Zone</i> | <i>BTS Size</i> | <i>Tower Type and Length</i> |
|--|-----------------|-------------|--------------------|-------------------------------------|
| 2265 | Mondesa Ext 4 | ... | 100 m ² | Camouflage Tree - 25 m ² |
| 1180 | Mondesa Ext 3 | ... | 100 m ² | Camouflage Tree - 25 m ² |

Messrs PowerCom (Pty) Ltd indicated that they intent to sublease all sites applied for; thus requesting Council's consent to sublease their towers as it forms part of their business model.

A memo dated **20 September 2021 (Annexure "F")** was received from Engineering and Planning Services Department, indicating the availability of the sites and sizes requested in the table above.

4. Latest Council Resolution Approving a Lease Site for a BTS

On **25 June 2020** under item 11.1.1, Council approved a new lease site on Erf 1824, Matutura for Messrs PowerCom (Pty) Ltd.

Subsequent resolutions were passed for the renewal of existing lease sites. The latest being on **26 July 2018** under item 11.1.3.

5. Tower Height

Council entered into various lease agreements with other telecommunication companies for the leasing of land for the hosting of Base Transceiver Sites (BTS).

These sites host the towers that the telecommunications provider needs to transmit its digital signals. For the erection of BTS towers in town Council normally allows palm-tree type towers to be a maximum height of 25m. An exception is the lattice type towers that are situated on Erf 507, Tamariskia which exceed this height.

Council further approved a standard rental per square meter for BTS sites which currently amounts to N\$ 39.64m² (**1 July 2022**) and a standard lease period of 5 years. The lease period will commence after the lessee complies with point (c) below and the successful publication in terms of point (g) below.

6. Discussions

It is proposed that Council approves applications by Messrs PowerCom (Pty) Ltd as per Table below:

| <i>Erf Number and Size (m²)</i> | <i>Location</i> | <i>Zone</i> | <i>BTS Size</i> | <i>Tower Type and Length</i> |
|--|-----------------|-------------------|--------------------|-------------------------------------|
| Re4326 (14327m ²) | Mondesa | Local Business | 100 m ² | Camouflage Tree - 25 m ² |
| 2265 (4354 m ²) | Mondesa Ext 4 | Public Open Space | 100 m ² | Camouflage Tree - 25 m ² |
| 1180 (1549 m ²) | Mondesa Ext 3 | Public Open Space | 100 m ² | Camouflage Tree - 25 m ² |

It is also proposed that Council grants permission to Messrs PowerCom (Pty) Ltd to sublease the sites applied for as it forms part of their business model.

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

RECOMMENDED:

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

| <i>Erf Number and Size (m²)</i> | <i>Location</i> | <i>Zone</i> | <i>BTS Size</i> | <i>Tower Type and Length</i> |
|--|-----------------|-------------------|--------------------|-------------------------------------|
| Re4326 (14327m ²) | Mondesa | Local Business | 100 m ² | Camouflage Tree - 25 m ² |
| 2265 (4354 m ²) | Mondesa Ext 4 | Public Open Space | 100 m ² | Camouflage Tree - 25 m ² |
| 1180 (1549 m ²) | Mondesa Ext 3 | Public Open Space | 100 m ² | Camouflage Tree - 25 m ² |

- (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/m² 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 Department 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.
- (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.*
-



Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: J. Ishila
Tel: (+264+61) 297-5192
Fax: (+264+61) 297-5096

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref.: 14/17/3/S2
Your Ref.

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

Dear Mr. Benjamin,

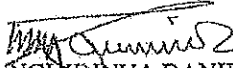
RE: APPLICATION TO LEASE TWO PORTIONS OF LAND FOR THE ESTABLISHMENT OF BTS SITES

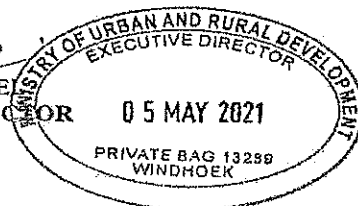
Your letters dated 19 April 2021 has reference.

Approval is granted in terms Section 30 (1) (t) read together with Section 63 (2) (b) of the Local Authorities Act (Act No. 23 of 1992) of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended, for the municipality to lease the below listed portions, subject to the lease conditions approved by the Council.

| APPLICANT NAME | ERF NUMBER | SIZE (M ²) | ZONING | LEASE PERIOD | LEASE AMOUNT/M ² |
|---------------------|------------|------------------------|-----------------|--------------|-----------------------------|
| PowerCom (Pty) Ltd. | R/4326 | 14327 | Local Business | 5 years | 40.75 |
| PowerCom (Pty) Ltd. | 1824 | 883 | Local Authority | 5 years | 40.75 |

Yours faithfully,


NGHEHINA DANIEL
EXECUTIVE DIRECTOR





INFORMATION ONLY

PowerCom (Pty) Ltd
Unit 2, Maerua Heights
Dr Theo-Ben Gurirab Street,
Klein Windhoek
P.O. Box 80799 Windhoek
Tel: +264 (61) 201 2090
Fax: +264 (61) 88 655 898
info@powercom.na

Enquiries: Mercurio B.T. Mowes

22 October 2019

Mr. Alpheus Archie Benjamin
Chief Executive Officer
Municipality of Swakopmund
Cnr. Rakutoka & Daniel Kamho Street
Swakopmund
Namibia

ANNEXURE "B"

Dear Sir,

Application to lease portions of land in Swakopmund

PowerCom (PTY) LTD, a subsidiary of Telecom Namibia hereby apply to lease portions of land to construct two telecommunications towers in Swakopmund.

The proposed tower structure will enable various operators to extend their network coverage to their respective customers in the Mondesa and DRC areas. Operators will provide 2G, 3G and 4G mobile services, as well as other fixed wireless services from this location.

Details of the Proposed tower structures are as follows:

Mondesa tower

- The lease of a portion of land, approximately 8m x 8m, on Erf 4326 Mondesa (RE 4326) to erect a communications tower and construct a small equipment room with a dimension of 4m x 3m to accommodate the equipment of the different operators. The area will be fenced off to secure the site.
- 25m high camouflaged "tree" tower.

DRC tower

- The lease of a portion of land, approximately 8m x 8m, on Erf 1824 Matutura (LA 1824) to erect a communications tower and construct a small equipment room with a dimension of 4m x 3m to accommodate the equipment of the different operators. The area will be fenced off to secure the site.
- 25m high camouflaged "tree" tower.

The camouflaged tree is ideal in keeping to the aesthetics of the town. Furthermore, PowerCom will apply for the required electrical connection from ErongoRED.

I trust that the above is adequate for Council to consider all relevant factors and request their favourable consideration. If the town council approves this request, PowerCom will ensure to conduct an Environmental study to obtain an Environmental Clearance Certificate before construction starts.

Directors: Ms Irene Simeon Kurtz (Chairperson), Ms Petro Oberholster (Vice-Chairperson), Mr Jerry Muadinchamba, Mr Wessel van der Vyver, Mr Armando Perry
Chief Executive Officer: Ms Alisa Amupolo
Registration Number: 2000/535

Please contact the Site Acquisition Officer for any additional information or comments.

Yours sincerely,

Ms. Alisa Amupolo
Chief Executive Officer

P.B.



ANNEXURE "C"

PowerCom (Pty) Ltd
140 NPTH Building no.4, Julius K. Nyerere Street
Southern Industrial Area
P.O. Box 40799 Windhoek
Tel: +264 (61) 201 2090
Fax: +264 (61) 88 655 898
info@powercom.na
www.powercom.na

Enquiries: Mercutio B.T. Mowes

19 May 2021

Mr. Alpheus Archie Benjamin
Chief Executive Officer
Municipality of Swakopmund
P.O Box 53
Swakopmund
Namibia

Dear Mr. Benjamin,

REQUEST TO REVISE SIZE FOR MONDESA TOWER APPLICATION

PowerCom formally requests your assistance to revise the size of the land applied for in our application letter dated 22 October 2019, attached for ease of reference.

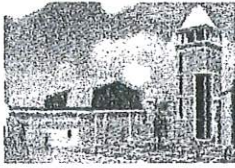
The initial size applied for is 8m x8m and it is not ideal to construct a tower and equipment room. PowerCom therefore request to change the size to 10m x 10m.

Council is yet to resolve on this application, pending finalisation of the draft layouts for the tennis, netball, and basketball courts on erf 4326.

PowerCom humbly requests your assistance in this regard. Please contact the Site Acquisition Officer, Mr. Mercutio Mowes on +264 61 201 2958 for any additional information or comments.

Yours sincerely,

p.p. 
Ms. Alisa Amupolo
Chief Executive Officer



MEMORANDUM

ANNEXURE "D"

OFFICE OF ENGINEERING AND PLANNING SERVICES DEPARTMENT

To : The General Managers: Corporate Services & Human Capital,
From : The General Manager: Engineering and Planning Services
Date : 6 September 2021
Ref No : 13/3/17
Subject : POWERCOM (PTY) LTD – APPLICATION TO LEASE PORTIONS


Reference is made to your Memorandum dated 10 August 2021

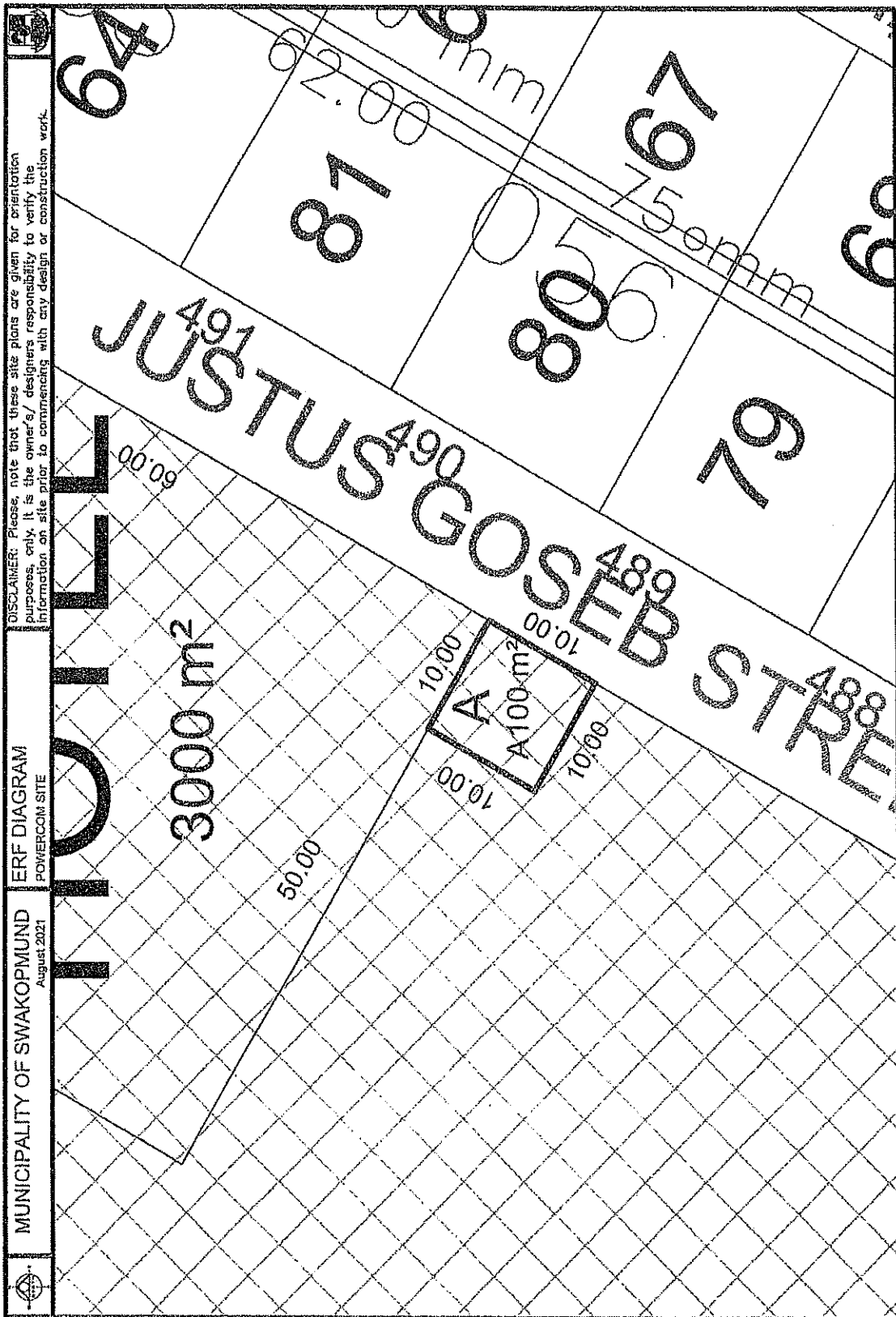
The request by PowerCom (Pty) Ltd to revise the size of the proposed lease area for the placement of a tower from 8m x 8m to 10m x 10m can be considered.

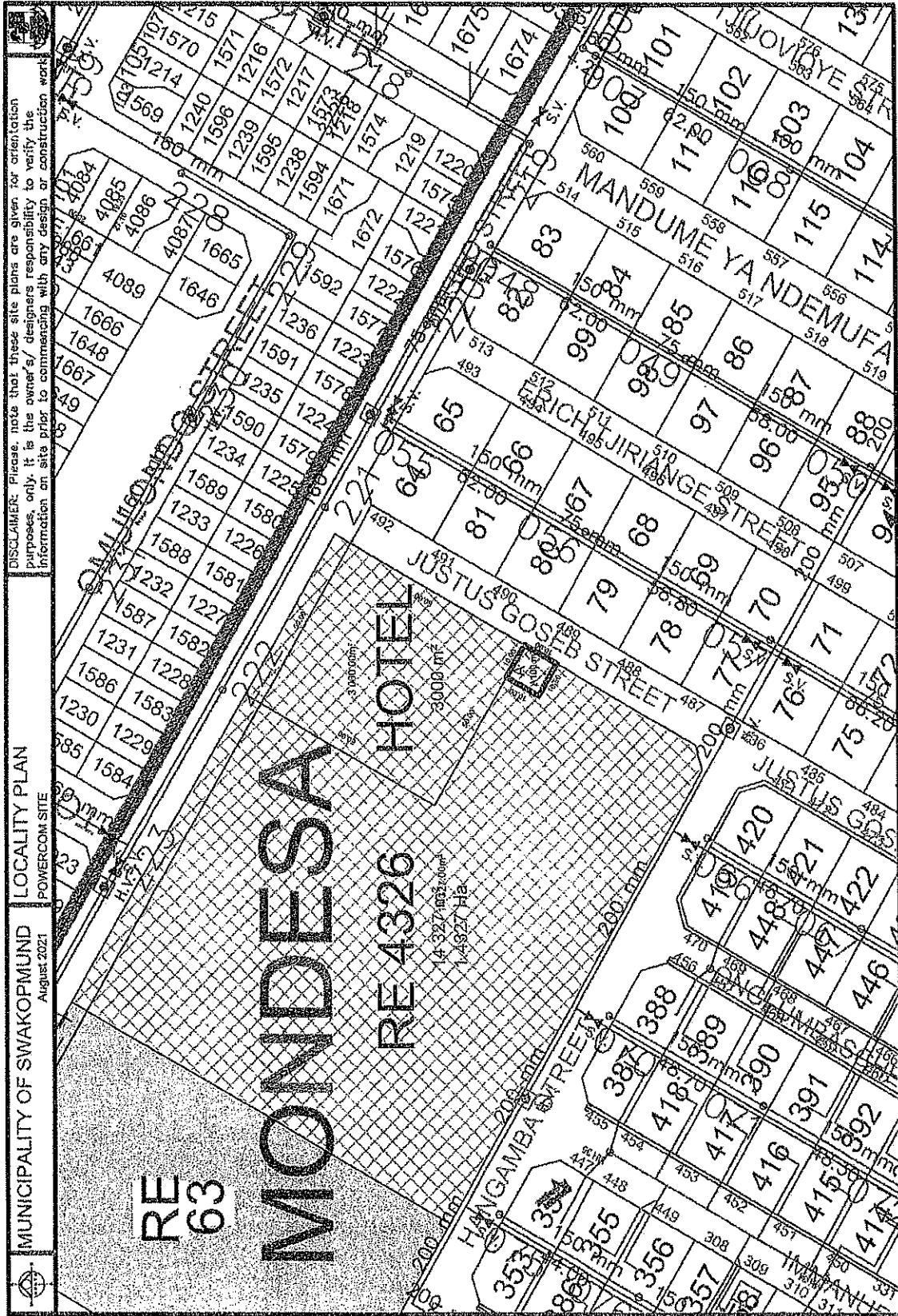
The revision of the Erf size is subject to the same conditions as previously advised in a memorandum dated 6th March 2020 to Corporate Services & Human Capital. That the applicant undertakes the planning statutory processes to have the erf cut off to be a stand-alone.

An environmental impact assessment will have to be undertaken and the outcomes thereof be taken into consideration. Financial implications resulting from the statutory processes be borne by the client.

Kindly find attached map depicting the site with the new dimensions.

Swartkops Municipality
 Regards,

 2021-09-07
 C. McClune
 General Manager
 Engineering & Planning Services
GENERAL MANAGER: ENGINEERING SERVICES
 NH/vrb







MEMORANDUM

CORPORATE SERVICES DEPARTMENT

To : GM: Engineering & Planning Services
 From : Acting GM: Corporate Services & HC
 Date : 12 August 2021
 Ref No : 13/3/17

APPLICATION FOR AN ERF

The attached letter dated 19 May 2021 was received from Messrs PowerCom (Pty) Ltd requesting to revise the size of Mondesa site on Erf 4326, Mondesa that they have applied for, from 8m x 8m to 10m x 10m.

Council considered their application on 25 June 2020, under Item 11.1.1, point (b) and passed the following resolution:

(b) That the application for a portion of land located on Re of Erf 4326, Mondesa be considered after finalisation of the draft lay-outs for the tennis, netball and basketball courts.

Kindly provide your comments and your confirmation whether the site applied for can accommodate the additional space PowerCom requires.

For ease of reference, attached is the following:

- Annexure "A" - PowerCom's application letter dated 22 October 2019.
- Annexure "B" - Engineering Memo dated 06 March 2020.
- Annexure "C" - PowerCom's application letter dated 19 May 2021.
- Annexure "D" - Council resolution of 25 June 2020, item 11.1.1 point (b).

Regards,

Mr. A Plaatzje
 Acting General Manager: Corporate Services & Human Capital

/ng





ANNEXURE "E"

PowerCom (Pty) Ltd
140 NPTH Building no.4, Jullus K. Nyerere Street
Southern Industrial Area
P.O. Box 40799 Windhoek
Tel: +264 (61) 201 2090
Fax2mail: +264 (61) 88 655 898
Info@powercom.na
www.powercom.na

Enquiries: Mercurio B. T. Mowes

19 August 2021

Mr. Alpheus Benjamin
Chief Executive Officer
Swakopmund Municipality
PO Box 53
Swakopmund
Via email: aswart@swkmun.com.na

Dear Mr. Benjamin,

LEASE AGREEMENT OF PORTION OF ERF 1824, MATUTURA AS A BTS SITE

We refer to your letter dated 10 August 2021.

PowerCom (Pty) Ltd, a subsidiary of Telecom Namibia applied for land to construct telecommunications towers in Swakopmund. These applications are erf 1824 DRC (Matutura), erf 4326 Mondesa, erf 2265 Mondesa ext 4, erf 1180 Mondesa ext 3, where Matutura was approved, while the Mondesa applications are still pending approval from the Municipality.

By way of background, PowerCom's business model changed from being a mobile operator and using its tower infrastructure for self-use as an infrastructure provider. This entails providing space to all licensed operators on its towers and therefore subleasing the facility. In terms of the approval of erf 1824 Matutura, PowerCom and the Swakopmund Municipality are in the process of finalizing the lease agreement however, section 11 of the agreement prohibits subleasing without prior notice or consent.

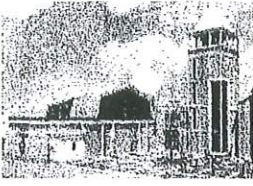
This letter serves as a humble request to provide PowerCom prior consent before executing the agreement, which will enable us to sublease as part of our business model. We would like to further request the Municipality to apply the same principle for all our towers in the Swakopmund area. This approval will enable PowerCom and the Municipality to conclude the agreement and start the construction process immediately.

In pursuit of becoming a world-class telecommunications infrastructure towerco in Namibia and increasing coverage across Namibia, Swakopmund remains part of our priority list of network coverage which is geared towards digital transformation.

As we look forward to your favorable response, please accept the assurance of our highest regards.

Yours sincerely,

Mr. Beatus Amadhila
Chief Executive Officer



MEMORANDUM

ANNEXURE "F"

OFFICE OF ENGINEERING AND PLANNING SERVICES DEPARTMENT

To : General Manager: Corporate Services & Human Capital (Acting)
From : General Manager: Engineering and Planning Services
Date : 20 September 2021
Ref No : 13/3/17; M 2265 & M 1180
Subject : **LEASE AGREEMENT OF PORTIONS OF ERVEN 2265 AND 1180
MONDESA**

Reference is made to your memorandum dated 9 September 2021.

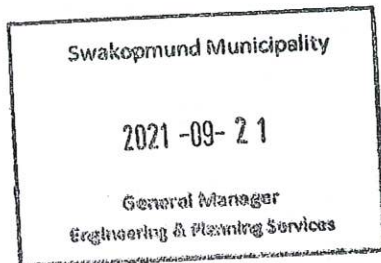
In the said memorandum, you have requested confirmation of the size and zoning of Erven 2265 Mondesa, Ext 4 and 1180 Mondesa Ext 3, respectively.

Erf 2265 Mondesa, Ext 4 is zoned "public open space" and measures 4354m² in extent whilst; Erf 1180, Mondesa Ext 3 is zoned "public open space" and is 1549m² in extent.

Both erven are vacant, haven't been developed into parks or public spaces yet, therefore the telecommunication towers can be installed subject to the provisions of the Environmental Management Act.

Regards,

C. McClune
GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES
 Ja



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

Special Management Committee Meeting of 28 September 2021, Addendum 5.4 page 41 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 proposals as requested by Messrs Eco-Gliding Tours in three (3) identified locations.

2. **Discussion**

Messrs Eco-Gliding Tours is a local guided Segway tour company owned by a young woman Loide Muatunga. The company use Segways to take guests on a fun, eco-friendly and exciting tours of Swakopmund. Their target market is both international and local tourists. The company has a mobile booking office next to the Tennis Court where they also sell 100% Namibian- made or sourced products to tourists.

The company would like to add value to the tourism industry by introducing more fun activities on the beach. The applicant identified the following three (3) potential areas for rental.

- *Palm Beach*
- *The Mole*
- *The proposed Northern Beach development*

The idea is to have development and activities on the beach with the aim to put Swakopmund on the map among the Top 10 beaches in Africa and Top 30 beaches worldwide by end of 2022.

The Company aims to create an environment where guests can experience convenience, luxury and something new that has never been done in Namibia before. With three proposed development, the guest will have the option to choose between:

- *The Mole - which more family beach*
- *Palm beach - which will be more a restricted and controlled beach area*
- *Northern Beach area - which will be more social beach*

One can simply go to the beach area at any time as they'll be able to rent beach beds and umbrellas, buy cold drinks and snacks at any time as well as other items such as sunscreen, towel and beach toys.

The overall aim is to create direct and indirect employment particularly for the youth, as the unemployment level got worsened by the Covid-19 Pandemic

3. Proposals

(a) **Proposed Area 1: The Mole**

Eco-Gliding Tours propose to create more relaxing environment by setting up 10 x Cabana beach beds with dimensions 140 cm x 190 cm x 1.6 m height and 30 single beach beds with umbrellas dimensions 90cm x 190 cm. The beach bed will be semi - permanent as it is expected that operation will not take place during winter period. A semi-permanent structure will also be provided to store mattresses, towel and other goods. There will be no entry fees and the beach will still be available to the public. Renting of cubana bed will range between N\$30.00 - N\$350.00 per hour depending on the number of people to utilize it and the demand. The beach bed will be rented out for a price range of N\$50.00 and N\$100.00 per hour. It is further proposed that all structures, Cubana and beach beds will be neutral colour tones to fit into the current image of the mole and attract more beach goers. The company aims to employ 2-3 employees in the first year for booking and serving guests as well as cleaning up and maintain order.

(b) **Proposed Area 2: Palm Beach**

Eco-Gliding Tours would like to set up a restricted beach area. The company identified the area between the Tug restaurant and Strand hotel as potential site for this proposal. The aim of the Palm Beach Development is not to privatize it but would like to restrict access entrance ticket of N\$20.00 - N\$ 60.00. It is proposed that the access fee is mainly to restrict large, loudly and noisy crowds as the area is in the close proximity of residential area. The company assured to take necessary steps to ensure that no noise pollution, littering, or alcohol consumption will apply at the Palm Beach area. There will be about 20 Cabana beach beds of a semi-permanent structure. The idea is to spread beach activities and to avoid over population of the Mole beach and offer tourists a rather quiet area with fewer crowds. Additional there will be life – guard during peak times and 24 - Hour security during operating seasons.

(c) **Proposed Area 3: Northern Beach Area**

Eco - Gliding Tours would like to develop a Social Beach and this proposal in envisage to take off only in 2022 / 2023. The proposed beach development differs from the Mole and Palm Beach in a sense that it will serve as a large area targeting mature people. The aim of this proposal is to be one of a kind social experience for adults to relax, grab a cocktail and enjoy the beach. No children under age of 16 will be allowed and no alcohol will be served to under 18 years of age. It is proposed that strict safety precautions will be taken to ensure that people can enjoy safely, no glass will be permitted and all material used will be biodegradable. The access fee for this beach area will also be N\$20.00 - N\$60.00 and people can rent the cabana beach beds and other stuffs like umbrellas etc. The aim is to create a beach facility which allow for alcoholic beverages and Shisha which is currently lacking in Swakopmund beaches.

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 16m² or less (VAT Excluded)

| | | | |
|------|----------|---|---------|
| (i) | Daily | - | N\$ 201 |
| (ii) | Weekends | - | N\$ 268 |

| | | | |
|-------|---------|---|----------|
| (iii) | Weekly | - | N\$ 337 |
| (iv) | Monthly | - | N\$ 1009 |

For area between 16m² and 20m² (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.

5. **Conclusion**

All the proposed beach development can add a significant value to the local economy and leads to the full utilization of the beach area. It is however noted that the current Mole beach area is very limited, thus Messrs Eco-Gliding proposal of the Mole beach area can only be accommodated at the far northern side of the Mole beach.

The second beach development proposal at the Palm Beach area sounds feasible and can be accommodated at the identified area. The area is however known for high tides and dangerous area for swimming. The applicant indicated that the area will be controlled and they will provide life guards.

The third beach development proposal at the Northern Beach area cannot be considered at the current moments as there is already a beach development plan by the Municipality. Messrs Eco-Gliding Tour's proposal of a social beach can only be considered once the Northern Beach development plan is completed.

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

RECOMMENDED:

- (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 90x190 cm plus other beach related goods.
 - (b) That Council does not approve Messrs Eco-Gliding Tours application to restrict access to the Palm Beach Area by charging an entry 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.
-

ANNEXURE "A"

14/1/21

for

30

Annalize Swart

From: Kula Muatunga <kmuatunga@yahoo.com>
Sent: Tuesday, 20 April 2021 17:13
To: Annalize Swart
Subject: Eco-Gliding Tours: Beach Proposal
Attachments: Beach Proposal - LK Muatunga PDF 1.pdf

Good day,

Kindly find attached a proposal by Eco-Gliding Tours.

Kind regards,

Kula Muatunga



Beach Rental Proposal

**PROPOSAL FOR THE SWAKOPMUND BEACH
DEVELOPMENT THROUGH BEACH RENTALS AND SEMI-
PERMANENT STRUCTURES IN 3 IDENTIFIED LOCATIONS**



**This proposal is prepared by Loide Kulaumone Muatunga on 20
April 2021 for Swakopmund Municipality**

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Introduction

Swakopmund is a popular holiday destination situated between some of the highest dunes in the world and the Atlantic ocean. Swakopmund has designated beach areas that currently have no development happening on them. To put Swakopmund on the map as a leader in innovation and tourism I would like to propose the development of 3 designated areas for a beach rental development. These 3 identified areas are Palm Beach, The Mole and at the proposed northern beach development. The idea is to have development and activities on the beaches with the aim of Swakopmund being on the list of Top 10 beaches in Africa and Top 30 beaches worldwide by end of 2022. With the correct environmental, social and economic considerations the development should be a popular activity for locals, boost tourist interest to travel Namibia & create significant direct employment and indirect employment. As with all activities proposed by Eco-Gliding Tours the developments aim to be eco-friendly, socially conscious and have a big positive economic effect on Swakopmund.

The aim of the Beach rentals is to allow guests to experience convenience, luxury and something new that has never been done in Namibia. Beach days would no longer have to be planned in advance with loads of money being spent on gazebos, umbrellas and navigating the logistics of food and drinks. With these 3 developments guests will have the option to choose between: 1) The Mole: Family Beach 2) Palm Beach: Restricted Beach 3) Beach Area 3: Social beach. One can simply go to the beach at any time as they'll be able to rent beach beds and umbrellas, buy cold drinks and snacks and other items such as towels, sunscreen and beach toys. We aim to improve the high levels of youth unemployment which was further worsened by the COVID-19 Pandemic.



About Us

Eco-Gliding Tours is a guided Segway tour company based in Swakopmund, Namibia. We are Namibia's first guided Segway tour company. We use Segways to take guests on a fun, eco-friendly and exciting tour of Swakopmund. Our tours are aimed at local and international tourists. The booking office is a mobile office situated near the popular beach front where the tour departs and ends at.

We also sell 100% Namibian-made or sourced products. We aim to be on every local and international itinerary when they visit Swakopmund with the aim to create a fun and memorable activity for guests of all ages. The tour is 1 hour: This includes safety wear, 15-minutes in depth training on how to use the Segway followed by a 45-minute guided tour of Swakopmund. We started on 7 July 2020 and have since experienced great success operating in Swakopmund.



Proposed Area 1: The Mole

The Mole is a popular beach for both local and international visitors. It is centrally located and very popular for families, especially those with younger children. Currently the Mole has no structures or facilities and the beach is currently under-utilised. With beach rental guests from neighbouring hotels and guesthouse can simply come rent a beach bed and umbrella to sun bathe, families can rent s beach cabana which would be able to host/sit 3 or 4 people or a group of high schoolers can come as a group to relax after school. The beach will be aimed at families and the general population. Eco-Gliding Tours aims to have 10 x Cabana beach beds dimensions 140cm x 190 cm x 1.6m h and 30 x single beach beds with umbrellas dimensions 90 x 190 cm. The beach beds will be semi-permanent as it is expected that we will not be operating during the winter period. A small semi-permanent structure will also be needed to store mattresses, towels & other goods. The Limited amounts of beds will still allow for more than half of the beach to be occupied by other beach goers to set up their own personal umbrellas, towels or simply lay in the sand.

They will be no entry fee to the beach and all other beach rules will still apply such as no dogs, alcohol or hubby. Guests are expected to pay between N\$30 - N\$350 per cabana per hour depending on the amount of people and demand. Beach beds will be between N\$50 and N\$100 per hour depending of demand. Other beach facilities to be sold will include water, cold non alcoholic drinks, sunscreen, towels, hats and sunglasses. All structures, Cubanans and beach beds will be neutral colour tones to fit into the current beach aesthetic with light hints of blue. The beds and structures will enhance the current image of the Mole and attract more beach goers to the Mole and surrounding areas. Eco-Gliding Tours aims to employ 2-3 employees in the first year to do bookings, serve guests at The Mole, pick up litter and maintain order. This development aims to be operational from 1 November 2021.



Proposed Area 2: Palm Beach

Palm Beach is centrally located near the Tennis Court Parking Lot in close proximity to The Mole and Strand Hotel. The beach is located in front of residential houses which is why we propose the beach be restricted. There is currently no development on the beach. As per the Constitution of Namibia, there are no private beaches in Namibia. The aim of the Palm Beach Development is not to privatise the beach but to restrict access through tickets. Tickets will cost between N\$20 - N\$60 entry fee to access the beach depending on the season and demand. The access fee is to mainly restrict large, rowdy and noisy crowds which may cause noise pollution to the surrounding houses.

No access will be denied to anyone who wants to access the beach as long as they can pay the entry fee. The beach aims to be quieter than the Mole for a more relaxed and less crowded beach experience. Necessary steps will be taken to ensure that the beach does not cause any noise pollution, littering and rules such as no dogs, hubby or alcohol will apply to Palm Beach. Having an additional accessible public beach will allow the influx of tourists to not overpopulate The Mole and give local and international tourists the option of enjoying a beach day without having to travel to neighbouring towns for a less crowded beach experience which often happens during summer.

Eco-Gliding Tours aims to have 20 x Cabana beach beds dimensions 140cm x 190 cm x 1.6m h and 50 single beach beds with umbrellas dimensions 90 x 190 cm. The beach beds will be semi-permanent as it is expected that we will not be operating during the winter period. A small semi-permanent structure will also be needed to store mattresses, towels & other goods.

Guests are expected to pay between N\$50 - N\$350 per cabana per hour depending on the amount of people and demand. Beach beds will be between N\$30 and N\$100 per hour depending on demand. Other beach facilities to be sold will include water, cold non alcoholic drinks, sunscreen, towels, hats and sunglasses. This will also allow other businesses to sell their food and other consumables as there is currently no food structures nearby. All structures, Cubanans and beach beds will be neutral colour tones to fit into the current beach. The aesthetic of the beach will have a uniquely different look from the Mole with semi-permanent modern African straw of leaf umbrellas which will resemble traditional huts as pictured below. This combined with the modern look of the Cubana beds will result in a modern and relaxing feel and atmosphere. The beds and structures will attract more beach goers to Palm Beach and surrounding areas. Eco-Gliding Tours aims to employ 2-3 employees in the first year to do bookings, serve guests, pick up litter

and maintain order. The beach will not be completely occupied by Eco-Gliding Tours and there will be plenty of space for guests who pay entrance fee but would prefer their own set up. There will be a life-guard during peak times and 24-Hour security during operating seasons.



Proposed Area 3: Social Beach

The proposed Social Beach will be located at proposed northern beach development by the Swakopmund Municipality for 2022/2023. This beach development aims to be different from The Mole and Palm Beach as it will serve as a larger area aimed mostly at a more mature target market with services such as bed rental, beach bar services and shisha rental services. There is currently no such development in Namibia. The aim of the Social Beach Development is not to privatise the development but to issue tickets to access the demarcated area which will cost between N\$20 - N\$60 entry depending on the season and demand. The development will need to be situated near accessible parking and public bathrooms and will have a Life Guard during peak season and 24-hour security.

No access will be denied to anyone who wants to access the beach as long as they can pay the entry fee. The beach aims to be a one-of-a-kind social experience for adults to relax, grab a cocktail and enjoy the beach. No children under 16 will be allowed and no alcohol will be served to under 18's. There will be strict safety precautions to ensure people can enjoy the facilities safely, no glass will be permitted and the use of biodegradable plastic will be mandatory. Necessary steps will be taken to ensure that the beach does not cause any noise pollution, littering or permanent damage to the beach through low impact semi-permanent structures. Having an additional accessible public beach aimed at a more mature target market will give local and international tourists the option of enjoying beach facilities which allow for alcoholic beverages and Shisha which is currently not allowed on Swakopmund beaches.

Eco-Gliding Tours aims to have 20 x Cabana beach beds dimensions 140cm x 190 cm x 1.6m h and 50 single beach beds with umbrellas dimensions 90 x 190 cm. The beach beds will be semi-permanent as it is expected that we will not be operating during the winter period. A small semi-permanent structure will also be needed to have a bar, store mattresses, towels & other goods.

Guests are expected to pay between N\$50 - N\$350 per cabana per hour depending on the amount of people and demand. Beach beds will be between N\$30 and N\$100 per hour depending on demand. Other beach facilities to be sold will include water, food, alcoholic and non alcoholic drinks, sunscreen, towels, hats and sunglasses and various souvenirs. All structures, Cubanans and beach beds will be neutral colour tones to fit into the current beach environment. The Social Beach set up will result in a modern and relaxing feel and atmosphere. Eco-Gliding Tours aims to employ 5 permanent employees in the first year to do bookings, serve guests, pick up litter and maintain order.



Benefits of Sustainable Beach Coastal Tourism

The proposed beach developments aim to be eco-friendly and sustainable. In line with the current company culture of Eco-Gliding Tours, we aim for all construction and activities to be low impact with high economic and community benefits. All beds and structures will be made and produced locally in Namibia and employment aimed at Namibian youth under the age of 30. The development aims to create indirect employment through provision of additional services such as food and activity services. We've found that Swakopmund has a limited amount of activities and aim to have beach visits added as an additional activity and aim to be an international top-rated beach holiday destination.

The main positive economic impacts of sustainable (coastal) tourism are:

1. contributions to government revenues
2. foreign exchange earnings
3. generation of employment and business opportunities
4. Infrastructure development

Contribution to government revenues

Government revenues from the tourism sector can be categorised as direct and indirect contributions. Direct contributions are generated by income taxes from tourism and employment due to tourism, tourism businesses and by direct charges on tourists activities by Namibia Tourism Board. Indirect contributions derive from taxes and duties on goods and services supplied to tourists, for example, taxes on tickets (or entry passes to any protected areas), souvenirs, alcohol, restaurants, hotels, service of tour operators. Swakopmund Municipality will earn revenue from the monthly rental of public spaces one a license is issued.

Employment generation

The rapid expansion of international tourism has led to significant employment creation. Tourism can generate jobs directly through hotels, restaurants, taxis, souvenir sales and indirectly through the supply of goods and services needed by tourism-related businesses such as tour operators. The proposed beach developments aims to directly employ 4 permanent employees and 2 paid interns by the end of 2021. Our focus is on youth and woman employment. Indirectly we aim to provide employment to 4 people indirectly through food, drinks and auxiliary rental services.

Contribution to local economies

Tourism can be a significant or even an essential part of the local economy. As environment is a basic component of the tourism industry's assets, tourism revenues are often used to measure the economic value of protected areas. Part of the tourism income comes from informal employment, such as street vendors and informal guides. The positive side of informal or unreported employment is that the money is returned to the local economy and has a great multiplier effect as it is spent over and over again.

Sustainable Tourism

More and more tour operators take an active approach towards sustainability. Not only because consumers expect them to do so but also because they are aware that intact destinations are essential for the long term survival of the tourism industry. Sustainable Tourism can also improve the preservation and transmission of cultural and historical traditions. Contributing to the conservation and sustainable management of natural resources can bring usually the chance to protect local heritage or to revitalise native cultures, for instance by regenerating traditional arts and crafts which is the aim with The Palm and Social Beach.

All beach beds and Cubanás will be locally made instead of imported and Namibian culture will inspire the design and aesthetic of the beach development. It can stimulate a feeling of pride in local and national heritage and interest in its conservation. More broadly, the involvement of local communities in sustainable tourism development and operation seems to be an important condition for the sustainable use and conservation of the biodiversity. The benefits of sustainable tourism for visitors are plenty: they can enjoy unspoiled nature and landscapes, environmental quality of goods or services (clean air and water), a healthy community with low crime rate, thriving and authentic local culture and traditions.

Contact Details:

Name: Kula Muatunga
Company Name: Eco-Gliding Tours cc
Contact Details: 0813087434
E-Mail: kmuatunga@yahoo.com





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

Special Management Committee Meeting of 28 September 2021,
Addendum 6.2 page 03 refers.

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

1. **INTRODUCTION**

The purpose of this submission is to address the concerns of expressed in the letter by Mr Sedlacek dated December 2014 (**Annexure A**).

2. **DISCUSSION**

The issues are:

1. The purchasers of the erven were not informed that the erven were part of Swakopmund and residents would be paying rates & taxes.
 - a. *Response - No response required from Council - This is an issue between the purchaser and the seller/developer*
2. The trust started collecting levies without license to trade.
 - a. *No response required from Council - Council was not a party to the transaction*
3. Mr Swarts signing the contract as representative of Council and being a property owner at Rossmund being exempt from levies of around N\$11000.00
 - a. *No response required from Council - has no bearing on his employment with Council*
4. Alleged invalid notarial deed of imposition
 - a. *No response required - document signed between purchaser and developer*
5. Rossmund Golf Estate Homeowners Association irregularities
 - a. *Matter between the purchasers and the Trust*
6. Green belt watering - purified effluent sold to board without license to trade in water
 - a. *Board to address with the Trust and/or Directorate of Water Affairs*
7. Use of grey water for construction and purposes other than upkeep of the Golfing greens
 - a. *The GM: Engineering Planning Services to investigate and act on the agreement between Council and Rossmund Golf Course to correct any misuse of the purified effluent*
8. Standard/Maintenance of sewer system
 - a. *GM: Engineering Planning Services to investigate and take appropriate action*
9. Pumping of raw sewage onto golfing greens and surroundings
 - a. *GM: Engineering Planning Services to investigate and take appropriate action.*

10. Design/construction of sewage line servicing some houses inadequate
 - a. *GM: Engineering Planning Services to investigate and take appropriate action*
11. Ownership of Greenbelt
 - a. *Aside from mentioning Erf 41, the reference to greenbelt is unclear as nowhere does it explain what constitutes the greenbelt*
 - b. *Erven zoned Private Open Space do not belong to Council but to the developer*
12. Driving of unlicensed vehicle on public roads
 - a. *Traffic Division to investigate and act upon*
13. The road between Erf 28 and Erf 83 was not constructed
 - a. *Engineering Planning Services Department to ensure compliance by the developer*
14. The developer made illegal borrow pits
 - a. *Engineering Planning Services Department to investigate and report to Management Committee*
15. Damming off of the river
 - a. *Engineering Planning Services Department to investigate and report to the relevant authority*
16. Television connection
 - a. *Not for Council*
17. Stormwater canal through Erf102
 - a. *Not for Council*
18. Property boundaries of Erf 13
 - a. *Not for Council*
19. Mr Van der Plas being the sole contractor / complaints about boundary walls
 - a. *Not for Council*
20. Builder's yard adjacent to Erf 89
 - a. *Developer has a right to establish a builder's yard*
 - b. *Engineering Planning Services Department to control the period of use and size as well as noise pollution*
21. Dispute between Erf 60 and 61
 - a. *Engineering Planning Services Department to investigate and report to MC*
22. Consent for subdivision of erf
 - a. *Not for Council*
23. Consent to construct refused
 - a. *Not for Council*
24. Development of greenbelts
 - a. *Not for Council*
25. Request to inform residents of various matters
 - a. *Not for Council*
26. Signage

- a. *Engineering Planning Services Department to investigate placement and content of signage and if not compliant to be removed.*

A further letter was submitted simply entitled Agenda and undated (**Annexure "B"**). In it numerous questions are raised regarding inter alia the fencing-off of land, ownership of land portions, whether or not the private entity can compel the township to pay for the fence, municipal services and the privately owned Golf Course. These questions are best answered by an attorney for the purchasers since they contracted with the purchaser and are in the best possible position to provide insight into the facts and details surrounding the issues.

4. **WAY FORWARD**

The Engineering and Planning Department surveyed the fence and although the fence follows the boundary of the township and as per the report (**Annexure "C"**) it is possible that it partially encroaches on Council's land. It is recommended that the developer is instructed to get a surveyor to ensure that they do not stray do not Council property.

The issues in both documents are predominantly private in nature and do not require a response from Council. Those that do require a response the General Manager: Engineering and Planning Services Department will investigate and provide a response.

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

RECOMMENDED:

- (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.*
-

ANNEXURE "A"

To: The General Manager: Engineering Services
Municipality of Swakopmund
PO Box 53
Swakopmund

17 December 2014

Dear Mr Duvenhage,

With reference to the meeting held on Monday 8 December 2014 between yourself and Anet Greyvenstein/myself and your request for more details:

I will attempt to give my submissions in as chronological order as possible. I am aware that some of the matters do not concern or involve the Municipality directly, but I deem it necessary to present all facts so that you can have an enlightened background.

- During the period 2004 and 2005 properties were offered for sale at Rossmund. It was stated that these properties would form a part of the sub-division of farm 161 and that this area would become a Golf Estate. At no time was anyone informed that this development formed part of the Municipal Town planning scheme and that the properties purchased would become freehold municipal erven of the Rossmund Township (this can be confirmed with Mr Piet Reichert, Anet Greyvenstein, Eben Berg and many other first-time buyers). After much irritation and consternation when property owners suddenly had to start paying rates and taxes, enquiries with the developer were explained away as being a slip-up made by the developer's attorney, Mr G van der Merwe of Malherbe & Partners. This explanation could obviously not have been true, as the Development Agreement that the developer signed on 22 September 2005 clearly states that the properties would form part of the Municipal Township "Rossmund" (para 8 of agreement). The developer must in terms of this agreement have been fully aware that Rossmund would never be an Estate.
- On 11 February 2005 Dr. Gert Cloete (in the employ of the Developer) sent a communiqué (letterhead: Rossmund Estate Home Owners Association) to all Property owners. He states that an interim Trustee for the HOA will be registered and that such registration would take place by the end of March 2005. Such registration never happened. The "trustees" were W vd Plas, G Louw, D Southworth, C vd Walt and Dr G Cloete. Despite not being in possession of a Certificate to Commence Business, the "interim trustees" started trading and during 2005 collected "levies" amounting to 360090.00. Half of these monies were paid to the Rossmund Golf Course cc.

Mr M P C Swarts, an employee of the Municipality and co-signatory to the development agreement was at the time owner of erf 44. Financial records show that he was exempt from paying levies for the years 2005 and 2006, a benefit of \$11000.00.

- In the course of 2005 the bulk of erven were transferred with a Notarial Deed of Imposition. The deeds state that Mr J G van der Merwe appeared before the Notary public as the duly authorized agent of the owner and that Mr W A van der Plas appeared in his capacity as trustee and duly authorized thereto by Rossmund Golf Estate Homeowners Association (Association incorporated under Section 21), Company Number 21/2005/..... (an invalid number as there needs to be a 4 digit number after the year number)
Both Mr vd Merwe (as a lawyer) and Mr vd Plas were aware that the company had not been registered. Since one party (RGEHOA) to the contract (Notarial Deed) did not exist and Mr vd Plas had not appeared in his personal capacity, the Notarial Deed is null and void and under Namibian law no obligation can flow from it.
The Notarial deed furthermore states under clause 1.2: "The Owner and/or its successors in

Handwritten note: } No record found in the records of the Municipality

title shall by virtue of its automatic membership of the Association, and payment of levies as such be liable for the construction and future maintenance of all Municipal related services upon the property which services include water, electricity and sewer and it shall not be the responsibility of the Municipal Council of Swakopmund". This is in direct conflict with conditions set out in the Development Agreement of 22 Sep 2005. The Notarial deed in my possession from which I quote is dated 18 November 2005. Erven 3 to 28 were transferred during January and February 2006.

- The Rossmund Golf Estate Home Owners Association was incorporated on 28 March 2006 with Company registration Number 21/2006/0127 and the Certificate to Commence Business was issued on even date. There are only seven subscribers to this company, namely: W vd Plas, G P Louw, G Cloete, C vd Walt, D Southworth, J G vd Merwe and G P van Wyk. As all properties had been sold at time of incorporation, it was a requirement that all property owners fill in the CM4B form as prescribed in company law. To date no-one other than the stated subscribers have filled in this form. It is further a requirement that at every change of ownership, the new member must fill in the CM4B form. This has never happened.
 - The seven members mentioned held the Inaugural General Meeting of the Company on 28 March 2006. This meeting was not advertised as prescribed by law and was kept secret. Ms E Schneider-Waterberg who was an elected trustee of the board known to the public was also not notified. At that meeting Mr vd Plas acted as Chairman and the Articles and Memorandum of Association were adopted. In the subsequent years up to and including 2011, the company register reflects that the members of the Association had waived their right to hold an Annual General Meeting. This is a falsification of the Company Register, as every year from 2005 onwards AGM's were held under the Chairmanship of Dr G Cloete. Ms Schneider-waterberg resigned from the board which was known at the end of 2007. This Company Register is currently in the possession of Metcalfe Attorneys and you may obtain a copy to verify the veracity of my submission. Minutes of the AGM's and Directors meetings held under the chairmanship of Dr Cloete are not reflected in the minutes section of this Register, nor is there any copy of resolutions taken at AGM's and Directors meetings.
 - During the period 2005 to 2011 this Board of Directors paid the Developer \$706000.00 for greenbelt watering. The bulk of this water (grey water) was supplied by the Municipality for Golf course watering at a much reduced rate (25%). Filling of tankers took place (and still does) at the gooseneck adjacent to fairway 8 green. This gooseneck is connected to the incoming main line from the Municipal sewerage works and which services the golf course. The developer has no license to trade in water, which contravenes the Namwater Act.
 - This grey water is also used to water the common areas of the Townhouse Complex. The Townhouse Complex does not fall under the RGE:IOA as it is a sectional title development. Members of this complex are also charged for this water. I am not in possession of their audited financials, but I am sure you can get copies from Dr Cloete, who is the managing agent.
 - The developer also uses this water for building and construction purposes. A complaint in this regard was sent to the Municipality (together with photos) by Ms Schneider-waterberg. The reply was that the water was his property and he could utilize it as he pleased. I disagree, as water supplied at subsidised rates by the Municipality for the upkeep of the Golf course should not be used for other purposes.
 - The vehicle used for these watering operations consist of a tractor and tanker trailer, both of which are unlicensed and unroadworthy. Yet it is driven on public roads with impunity.
 - Private lawns have been watered (e.g. erf 50 C vd Walt, erf 109 P Bassingthwaighte) and Mr P Reichert (erf 77/78) was charged \$10000.00 for this "service".
 - When the Board of Directors under my chairmanship in 2011 decided not to make any further payments for water, the developer threatened to remove all palm trees from the greenbelts. We responded that we would take the matter up with the municipality and he subsequently did not execute his threat.
 - The sewerage system which the developer installed as per development agreement is not to the required standard. The system frequently blocks up as there are no strainers installed in the sump and the pumps are not of the cutter type. During the period 2011-2012, both pumps failed simultaneously. The Homeowners Association was quoted \$100000.00 for the repair. The board of Directors resolved not to pay, for reasons that the township is not the sole user of system, but is shared by the Golf club house, Lodge and Townhouse complex. Furthermore we pointed out that the development agreement was specific and that the developer was
-

responsible for maintenance. The developer (via Premier Construction) threatened to remove the temporary pump which had been installed, informing me that I would have to explain to the residents why their toilets were overflowing. I took the matter up with the Municipality and Mr Amedik did an inspection. The threat was not carried out.

- Whenever the temporary pump is utilized, the raw sewerage is pumped directly onto the Golf course. This is a health hazard and contravenes the Namwater Act as well as municipal regulations. Complaints together with photos have been sent to the Municipality previously.
 - The gradient along a section of houses adjacent to Fairway 2 is insufficient. For this reason a second sump was installed next to erf 90. This sump was initially serviced by a plain submersible pump. After frequent failures (not surprising), a petrol motor driven pump was installed (prior to 2009). The raw sewerage is pumped into the surrounding environment. Complaints have previously been lodged with the Municipality with supporting photos.
 - The developer has at all times (and still does) claimed that he is the owner of the greenbelts. Under this premise he has continually abused and misused this area, causing considerable unsightliness, noise and pollution. Complaints from residents were ignored.
 - On 25 June 2013 the developer entered into an "Association Agreement" with the RGEHOA. In this agreement (para 6 DONATION GREENBELTS & PRIVATE OPEN SPACES) the following is stated: *"6.1 The areas referred to as "greenbelts", being zoned as "private open spaces" within the residential Erwen and nominated as Erf 41 by the Municipality of Swakopmund, will be passed to the RHOA, by way of a Deed of Donation entered into between the RHOA and the RGC. This deed of donation will be drawn up by the RGC in a reasonable time."*
 - The Agreement throughout refers to Rossmund Township as "Rossmund Golf Estate". This document was circulated to all Rossmund owners and the "Association Agreement" was adopted at the AGM of 2013, thus perpetuating the misconception that Rossmund is an Estate. Yet at the Special general Meeting of 6 Dec 2014 Mr C Meyer (director) stated: *"..... They (municipality) turned around and said, by law we can't. We are not allowed to be an Estate as such...."* This was backed up by Dr G Cloete who stated: *".....you must not forget that this place is registered as a village. We do not have the right to try to get anybody out of the place."*
 - The adoption of the "Association Agreement" By the RGEHOA is *Ultra Vires*, as it is beyond the powers granted to the Association by its Articles and Memorandum of Association. In law an ultra vires agreement cannot be ratified by members of a Section 21 company, even if they wish to do so.
 - In 2006 the developer whilst building the house on erf 61 (Berthold and Rehdorf) gave a portion of the greenbelt to the owners of the erf. The boundary wall of the backyard is some 3 metres inside the greenbelt (erf 41). The owners of erf 61 have since made the Municipality aware of this.
 - The backyard of erf 60 encroaches some 6 metres into the greenbelt. When I as chairman of the RGEHOA in 2012 questioned the legality of such action with the developer, his reaction was that the greenbelts belonged to him and that he would do as he pleased.
 - The road between erf 28 and 83 was never built. Your correspondence Ref No A3/3/1; N10/1 (Mr Holtzhausen), dated 13 May 2008 has reference. see pg 2 d).
 - This area was used for access to the Swakop River where the developer had established sand pits for construction purposes (not only at Rossmund). This operation only ceased when the Riverflood of 2012 filled the sandpits with silt.
 - At the same river flood the developer dammed off a section of the river, thus creating an earth-wall dam. The water was pumped onto the golf course. The dam wall subsequently gave way and the water deviation nearly caused the collapse of the flood defence wall constructed by Rossing Uranium.
 - The developer installed a central cable TV system. This system was troublesome from the onset. Enquiry with the installer revealed, that the developer had not adhered to the specifications regarding the placement of repeater stations. As a result many cable lengths were beyond the maximum allowable length, resulting in the degradation of the signal. There were many complaints, yet the developer (via RGEHOA - Dr Cloete) refused to give residents permission to install satellite dishes. All residents were charged \$2500.00 to connect to this system. Ultimately the system degraded to such an extent, that some residents started installing Satellite dishes, much to the annoyance of Dr Cloete and developer. In 2012 I (as
-

Chairman) put an end to this nonsense and advised all that Satellite dishes are permissible. No-one has been re-imbursed the "connection fee" to the dud system.

- During 2011/2012 the developer built a stormwater canal through erf 102. The owner, Mrs K Ahrens was not consulted, nor did she give consent and when she complained to the developer she was summarily ignored.
- The property on erf 13 (Mr M Engling) was not developed within the correct boundaries. This subsequently resulted in considerable friction between the neighbours (erf 13, erf 14 Schlusche), with considerable legal expenses. The developer refused to take responsibility. The boundaries were re-surveyed and trees and rock structures had to be moved. Erf 13 now has a boundary peg in it's driveway.
- The developer has throughout the development made up "rules and regulations" as it pleased him. He proclaimed to be the sole contractor allowed to build on Rossmund. Only when legally challenged by the owner of erf 113, did the then "directors" resolve that 2 alternate contractors, Dirk Brand and Fritze & Quelle would also be allowed (27 Jan 2007). The supposed motivation was to ensure that building standards are maintained. Yet, Dr Cloete at some stage had stated to me that Dirk Brand Contractors was allowed in the belief that he would not be able to build to the required specifications and by giving him a hard time, he would soon be persuaded to not build at Rossmund. Fritze & Quelle has never built a house at Rossmund. In fact, Mr Fritze had his house built by the developer.
- Initially no-one was allowed to build boundary walls around their properties. Only small courtyards were permitted. Boundaries could only be enclosed by rock structures supplied by the developer (at considerable cost). It was not allowed that adjoining neighbours could have a common boundary wall. There had to be space left for the springbok to move freely. As a result there is now a one metre wide passage between erven 54 and 55. Walls toward the green belt were not allowed, yet the developer was the first break this "rule" when a solid wall was built on erf 73.
- The owners of erf 26 built their house not using the developer as a contractor. Mr vd Plas together with Mr Weimann and Dr Cloete invaded their house and proclaimed the roof structure to be unsafe and not to specifications. They acquired the services of Mr Zander of the Municipality and put a stop to building operation, They furthermore verbally threatened to pull the roof down. This self-same structure was certified as being well within specifications by Mr A G Bruemmer (Pr Eng) of Walvis Bay Building Consult.
- In 2012 the developer entered into a building contract with Mr H Naumann (erf 12). Building plans were drawn by Kobus Lotter Architects and were approved the Aesthetics committee. The developer began foundation excavations prior to building plan approval from the Municipality. When Mr vd Plas informed Mr Naumann that he would not permit him to build a boundary wall towards the greenbelt, Mr Naumann cancelled the contract. The foundations were filled in again. Municipal approval of the building plans was subsequently unnecessarily delayed.
- During 2014 the developer started building on erf 60 (H Schlusche). Consent to encroach on the 3m building line had not been sought from erf 61 (Berthold/Rehdorf). When the owners of erf 61 enquired with the building foreman (Hennie Siemens), he informed them that he had approved plans. Enquiry with Mr Vincent vd Westhuizen revealed this to be untrue. The building inspector has stopped building operations on three occasions, yet the developer in defiance has continued building and has completed the structure. Letters of complaint by the owners of erf 61 are on record at the Municipality.
- The developer has continuously flouted his own building guidelines:

Properties with flat concrete roof sections: Erven 19, 20, 52, 54, 57, 59, 71, 77/78, 85
(erf 20 has a double garage with flat concrete roof)

Roof pitch not 17.5deg: Erf 85

Garage doors not to specification: Erven 21, 22, 23, 25, 48, 63, 76, 77/78, 85, 89, 104

Window frames not to specification (wood not painted white): Erven 17, 23, 63, 86
(this was the property of Mr vd Plas when he built the house)

Gum poles/Wood pergolas (some covered, some not): 17, 23, 25, 46, 65, 66, 68, 70, 91, 108

- The developer established a builders yard adjacent to erf 89 in 2010. It was used for the mass storage of sand, cement, gravel, steel, scaffolding, shuttering etc. A large concrete mixer was also put at this site and all concrete for use in Rossmund was mixed there. This created considerable disturbance to the adjoining neighbours and several complaints were lodged with the RGEHOA. The disturbance was further exacerbated by the continuous traffic of heavy machinery and lorries to and from this area. Requests to the developer to move this setup outside the township were flatly ignored.
- In 2011 the owners of erf 48 applied for consent to sub-divide this erf. The directors (under my chairmanship) unanimously opposed such sub-division, including Mr vd Plas. Not satisfied with this decision, the owners of erf 48 summonsed the RGEHOA in the High Court. Shortly after this summons Mr vd Plas approached me privately and "instructed" me to give written consent for the sub-division of the erf, without consulting with the other directors. In the same discussion he offered me two erven for the price of one in the new development. I did not give in to his request and called an ad hoc directors meeting, where the sub-division was again rejected.
- Consent to build was denied to the owners of erf 58 (A Greyvenstein and E Bergh) on the basis that levies are in arrears. A separate submission has been made to you in this regard.
- The developer had from the onset pledged to develop the greenbelts. He has failed to do so and the few improvements are private initiatives.

As a result of the actions of this developer, who unilaterally approaches matters in a "Lord of the Manor" fashion with scant regard for the wishes of the residents, many residents feel aggrieved. Furthermore the cloud that hangs over the legality of the RGHOA has unsettled many residents. A group of residents has decided to take the legal route in order to get relief from this imposition. Attempts at settling this matter amicably and to everyone's satisfaction have been rejected by the current board of directors. Their stance is "it's either all or nothing". In their attempts to win favour with other residents they have mis-informed residents (Special General Meeting 6 Dec 2014) as to the state of affairs in the legal matter and the negotiation process and offers from our side. This has contributed to considerable ill-will in the township. Wherefore I request that The Municipality informs all residents of Rossmund township that

- The township is not an Estate.
- The greenbelts are the property of the Municipality and not the developer
- The developer has no license to trade in water
- The developer does not have the right to be the sole building contractor in Rossmund, nor does the RGHOA have the right to impose restrictions on residents in this regard
- The RGEHOA may not deny building approval with the Municipality on the basis of unpaid levies
- The RGEHOA may not deny residents who have not paid levies unhindered access to the township

I furthermore request that

- The public at large be informed through a Notice in all major newspapers that Rossmund is not an Estate
 - The signboard at the entrance to the township proclaiming it to be an Estate be removed
-

- All signage and adverts describing Rossmund as a "Village" be removed

All submissions stated above can be substantiated by documents, recordings, transcripts and personal testimony. I will gladly deliver any documentation to your office that you require.

I thank you for your interest and indulgence in this matter.

Respectfully yours

Harald Sedlacek
Technical Advisor
gmr@mtcmobile.com.na
081 128 0373



ANNEXURE "B"

AGENDA

1. LEGAL CLARIFICATIONS IRO STATUS AND ACTIONS REGARDING ROSSMUND TOWNSHIP

- 1.1 Is it legal for a private entity to enclose (fence off) public land?
- 1.2 May that private entity compel residents of the township to pay for the fence?
- 1.3 May a private entity take unilateral control over public land, structures, and services?
- 1.4 May a private entity charge township residents for municipal services?
- 1.5 May a private entity trade in the supply of bulk water and charge residents of the township?
- 1.6 May a private entity engage in the bulk supply of sewerage services and charge residents of the township for this service?
- 1.7 May a private entity oblige township residents to pay membership/maintenance fees to a privately owned golf course? Would the same apply to properties in other townships, where such properties are adjacent to sports fields?
- 1.8 May a private entity employ an "Estate Manager" to control activities in the township? Is it lawful that residents be obliged to pay that manager's monthly management fee?

2. "MUNICIPALITY-DEVELOPER" VIS-À-VIS "MUNICIPALITY-TOWNSHIP" RELATIONSHIP

- 2.1 What is the planning and development authorization as given by NAMPAB and the Minister of Urban and Rural Development as well as the local authority?
- 2.2 Does the Municipality still have copies of all correspondence with NAMPAB regarding planning and development applications i.r.o. Rossmund township?
- 2.3 Was the developer (Rossmund Golf Course Cc as represented by W A van der Plas) and his legal representative (as represented by G van der Merwe) entitled to register Notarial Conditions in favour of a private Estate over the erven in the Rossmund development during 2005, prior to the development agreement and the township proclamation having come into effect (Sep and Nov 2005 respectively)?
- 2.4 Was the developer and his legal representative entitled to continue the practice of registering Notarial Conditions (post Nov 2005) in favour of a private Estate, when the Development Agreement and the Township Proclamation clearly show that Rossmund will be a municipal township sans any "Estate"?
- 2.5 Does the Municipality recognize Rossmund Township as a Private Estate? If so, by what legal instrument?
- 2.6 In the event that the Municipality does not recognize the existence of a private Estate comprising the township of Rossmund, then will the Municipality assist the residents of Rossmund in throwing off the yoke of impositions as practised by the developer and the Homeowners Association that he established?

ANNEXURE "C"**Rosmund Fence Investigation Report**

The new wire fencing is being erected, at Rosmund begins at the Eastern block and runs around the estate borders. The new fence is made with poles and anti-rust pvc mesh wire that at most is being erected along and within the natural bush fence. There are slight chances that it encroaches on neighbouring erven.

The figures below depicture the wire fence that has been erected around the Rosmund Estate.

Coordinated were taken around the new fence and plotted on the GIS along the Estate block survey figure 6 (blue border on the map). Mr. Patto spoken to during the fence investigation, stated that the wire fence is temporally erected to last for < 5 years while the natural bush fence is being planted and given time to grow with minimum disturbances.



Figure 1: Rosmund Fence on the North Eastern Corner



Figure 2: Rosmund Fence on the Eastern within the Natural bush fence

Figure 3 Rosmund Fence on the Southern side





Figure 4 Rosmund Fence on the South West side



There slight chances that the new fence goes beyond the block survey on the South West and Western part

Figure 5 Rosmund Fence on the Western side







11.1.36 **REQUEST FOR SPONSORSHIP TO PARTICIPATE IN THE 2021 NEDBANK DESERT DASH**

(C/M 2021/09/30 - 3/15/1/6/1)

Special Management Committee Meeting of 28 September 2021, Addendum 6.1 page 03 refers.

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

1. Introduction

Mr Shapwa Shongolo, approached Council to sponsor him and his teammate Mr Lorenzo Hansen in order to participate as a two men team in the Nedbank 2021 Desert Dash. The event is taking **10- 11 December 2021**, from Windhoek to Swakopmund. They also seek to represent the Swakopmund Municipality by wearing Municipal branded cycling kits during the event.

Mr Shapwa Shongolo a Fire Fighter employed at the Swakopmund Municipality is an experienced cyclist. Mr Lorenzo Hansen is a resident of Swakopmund and he served as a Junior Town Council Mayor.

Mr Alden Strauss, the Manager: Works, an experienced cyclist is also participating at the Dash as a solo cyclist. Mr Strauss confirmed that he received sponsorship from another company.

2. Background

Both teammates have quite a great deal of experience in cycling having participated in various competitions. They have a combined total of 4 years' experience of competing in the Nedbank Desert Dash having both competed in both 2019 as well as 2020. They also participated in a few annual competitions that includes:

- *The Nedbank Road Cycling Challenge*
- *The Pick N Pay Cycling Challenge*
- *The Windhoek Pedal Power*
- *The Tour De Windhoek*
- *The Hollard MTB Series*

3. The Nedbank Desert Dash

The Nedbank Desert Dash regarded as the biggest event in Namibian cycling will this year be held for the 16th consecutive year. The event, which is the longest single-stage mountain bike race in the world, covers 373km from Windhoek to Swakopmund, with cyclists travelling over the Khomas Hochland Mountains and through the Namib Desert to Swakopmund on the Atlantic coast, with this year's race scheduled to depart from the Grove in Windhoek and end at Platz Am Meer in Swakopmund.

This annual event is known to attract thousands of participants and even more spectators both locally as well as internationally. And this year is no different as despite the current global uncertainties over international travel, organizers expect about 35 percent of this year's participants will be international riders.

There is a huge opportunity created for brand marketing and advertisement, as a number of businesses line up to take advantage to sponsor team and market themselves on the far spreading reach and popularity of the event.

Sponsorship request

In the letter dated **13 August 2021** attached together with quotations and sponsorship application letter. The team requests Council to sponsor for the following:

- *Branded Cycling gear/ kit (clothing) at the estimated cost of NS6 000.00*
- *Bike service and accessories at an estimated cost of N\$ 3 000*
- *Transport and fuel to Windhoek (351.8 Km), and the Nedbank Desert Dash support vehicle route (393 Km) at an estimated cost of N\$5.50 per KM, N\$2 513.30 (total traveling distance 744.8 KM)*
- *Food and cycling refreshments at an estimated value of N\$2 500.00*
- *Accommodation, breakfast and dinner for one night in Windhoek at an estimated cost of N\$4 000.00*
- *Total value of the items requested above is **N\$18 013.30***

In exchange for Council's support, they will promote the Swakopmund Municipality.

The item was discussed at the Sponsorship Committee meeting held on **8 September 2021** under item 5.4 and it was recommended that:

- (a) *That the Sponsorship Committee 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 that the sponsorship be towards the branded cycling Gear/ Kit, Bike services and accommodation for the team to the value of N\$12 145.00.*
- (c) *That the funds be defrayed from the Corporate Services Publicity Vote 150515533000 where N\$290 341.34 is available.*

It should be noted that the value will change because a quotation from the supplier, Blue Flag Manufacturing (Pty) Ltd, for the branded cycling gear/kit was received amounting to N\$8 818.00.

Council will therefore sponsor towards the following expenses:

| Item / Service | Supplier / Company | Total Amount |
|------------------------------------|-----------------------------------|---------------------|
| Branded gear / kit for cyclers x 4 | Blue Flag Manufacturing (Pty) Ltd | N\$8 818.00 |
| Full service of bicycles x2 | Mannie's Bike Mecca | N\$2 800.00 |
| Accommodation in Windhoek | Arebbusch Lodge | N\$3 345.00 |
| | | N\$14 963.00 |

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

RECOMMENDED:

- (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.
-

S.S Shongolo
Fire Fighter/Cyclist
Municipality Swakopmund

081 2000 448
ssshongolo@gamil.com
sshongolo@swkmun.com.na

13 August 2021

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

Dear Mr Benjamin

SPONSORSHIP REQUEST & FINANCIAL SUPPORT PARTICIPATING IN THE 2021 NEDBANK DESERT DASH EVENT AND REPRESENTING THE SWAKOPMUND MUNICIPALITY

In the Swakopmund community there is nothing more important than fostering our local sports teams. The Desert Dash provides a place for cyclists to get physically active and make connections with local and international cyclists. Nedbank Namibia has once again announced that the country's biggest cycling race, the Nedbank Desert Dash will take place 10 – 11 December 2021.

The race departs from The Grove at 15:00 on 10 December 2021 in Windhoek and end in Swakopmund (Platz Am Meer) at 15:00 the 11th of December 2021. This cycling challenge is a 24H Mountain Bike (MTB) race covering 393km where participants will challenge their way across the world's oldest desert (The Namib Desert). Participants enter the Desert Dash either as individuals or in different team categories. The team dynamics are four-man team, two-man team, and solo. The Nedbank Desert Dash leaves no one behind, and is a proud event whereby male, female, and disabled persons may put themselves to the test.

Over the past few decades, cycling in Namibia has become more than just a sport, but a mode of transportation for many as well. As a team, we are driven to partake in activities that are aimed at contributing positively to our country. Thus, our entry into the Nedbank Desert Dash because it contributes towards the upliftment of our country as the funds raised are geared towards progressive activities.

We believe that there is nothing more important than fostering our local sport teams as it provides a safe place to get physically active and create sound connections with our fellow participants. We are two members that will partake in the 2021 Desert Dash as a two man team. We are strong and courageous individuals who wish to make a meaningful contribution to our country's developmental goals by participating in activities that do not just enrich us as individuals but offer assistance for many others.

The Team Members

Shapwa Shongolo an employee of the Swakopmund Municipality since October 2016, employed under the Economic Development Services as a Fire Fighter. My cycling partner and I will participate under the category of 2-man team in the Nedbank Desert Dash 2021. I started participating in the Nedbank Desert Dash in 2019 under the four-man team category. As a team we completed the challenge in 20H40min. In 2020 I participated in a two-man team, and we completed the challenge in 22H48min.

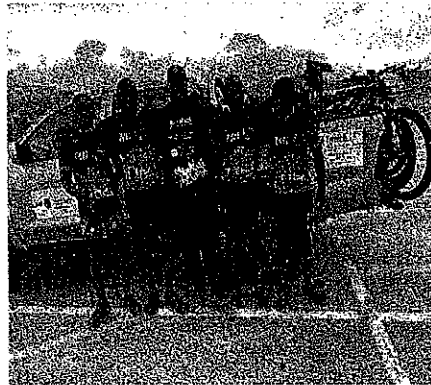


His passion for cycling started

during my childhood where my bicycle was the mode of transport to school. Here at a young age I learned the skills of balancing, visual motor skills and sensory motor skills as I cycled my way through heavy traffic in the capital city of our land of the brave. It was not long after I went to high school that I started participating in annual competitions such as

- **Nedbank Road Cycling Challenge**
- **Pick N Pay Cycling Challenge**
- **Windhoek Pedal Power**
- **Tour De Windhoek**
- **Hollard MTB Series**

In 2019 after completing Otjiwa MTB race in Otjiwarongo, friends and I decided to team up to concur one of the toughest MTB races in Namibia, The Nedbank Desert Dash under a 4 men team category. We were so fortunate that TAAG, the Angolian Airline came on bought sponsoring us with cycling kits as we went to complete the 24-hour race in 20H40min.



In 2020, I decided to step up my game by challenging myself to a 2 men team, even though we had challenges as my partner fell ill on his section, we still managed to finish in 22H48min.

The reason why I return to taking part in the Nedbank Desert Dash is not only to improve on personal time, in completing the challenge, the camaraderie experienced amongst participants, and everyone present at the event, but also to one day be able to participate as a solo member.



Lorenzo Hansen, born Namibian and proud "Swakopmunder" for 30 years. I finished high school in Swakopmund and also I had the honour of serving on the Junior Town Council as Mayor. Swakopmund is more than a beautiful town, it's my Home!

What started off as just another hobby / ended changing my whole life. It started about 3 years ago.

A family siblings suggested to try cycling since stopped participating in any sports and was probably more concerned about my weight then led on but rather then tell me the truth decided to convince me that it was a fun sport....but warned me that if I like it...I would be hooked! In my case I was! Swakopmund is where it all started. Looking back I would say joining the cycling community in Swakopmund has been an awesome experience. I have made more friends whom I can call family and have had the privilege of competing in 2 desert dash 4 man teams. The desert dash is probably Namibia's biggest annual cycling highlight. The Desert dash is a real challenge, but truly an awesome experience, this year I wish to take it another step further by competing in a 2-man team!

With the impact of corona most cycling events unfortunately were cancelled but thankfully, I could still go for a ride and enjoy the open air. I love the sport, it helps me manage my "stress", keeps me fit and healthy and has taught me one important thing in life, anything is possible through Christ! "Whether you think you can or can't, either way it is true!"

We hereby write this letter to invite the Swakopmund Municipality to be the sponsor for a two-man team (myself and my partner) to partake in the Nedbank Desert Dash 2021. As a leader in the Swakopmund community, your involvement with us in the Nedbank Desert Dash is an opportunity for your organization to receive exposure and to join other organizations, individuals, coalitions in our community to promote cycling, fitness, health, wellness and camaraderie. In accepting our invitation, the Swakopmund Municipality will create and strengthen community partnerships for the future ahead.

Sponsorship is the primary source of funding or the provision of services for this event and will help ensure participation success. The Swakopmund Municipality may be able to provide support in the following ways (the necessary quotations have been attached as annexures for your convenience):

Thus far, we were able to pay for the registration fees through self-generated funds. However, we find ourselves in a challenging situation as we lack funds to ensure the following:

- Event supporter as we call it a "Back up" Team
- Event support driver/s and cyclist supporter (x2 persons max)
- Participate as an active member of the planning committee (x1 person max)
- Branded cycling gear/kit (clothing) at an estimated cost of N\$ 6 000.00
- Bike service and accessories at an estimated cost of N\$ 4 000.00
- Transport & Fuel to Windhoek (351.8km), and the Nedbank Desert Dash support vehicle route (393km) at an estimated cost of N\$ 5.50 per km, N\$ 2 513.30 (total travelling distance 744.8km)

- Food and cycling refreshments at an estimated cost of N\$ 2 500.00
- Accommodation, breakfast, and dinner for one night in Windhoek at an estimated cost of N\$ 2 000.00

In return of the Swakopmund Municipality sponsorship we will be the privileged ambassadors representing Swakopmund Municipality at the Nedbank Desert Dash 2021 and any other race to follow if we may be so fortunate. Beyond your sponsorship, we welcome Swakopmund Municipality to join us by participating in the event as spectators and fellow camaraderie. We look forward to hearing from you.

Attached please find:

- Confirmation of our entry for a 2-Man Cycling Team
- Quotations for some of the proposed costs

Hereto, also proposed samples of the branding of your cycling kit for the Sponsorship Committees' consideration and approval by Council, any alternative branding suggestion and proposals can be discussed and liaised upon as we are totally open for suggestions and guidance from Council's Sponsorship Committee.

At this stage we will not be able to supply the committee with a quotation only proposed cost for the cycling kit as once you approach a supplier for a design and mock-up a deposit is required.

Unfortunately, we will not be able to provide quotations of all the goods required at this early stage, but should our application be considered favourable we will follow Council's expected financial regulations as stipulated and to be advised by Council's Sponsorship Committee.

For more information, please contact Sakaria Shapwa Shongolo, 081 2000 448, ssshongolo@gmail.com, ssshongolo@swkmun.com.na

On behalf of Sakaria Shapwa Shongolo, and Lorenzo Hansen, we thank you for considering supporting our Dash Cycling Team and to allow as the privilege to cycle as ambassadors for Swakopmund Municipality

Yours in cycling,



SAKARIA SHAPWA SHONGOLO

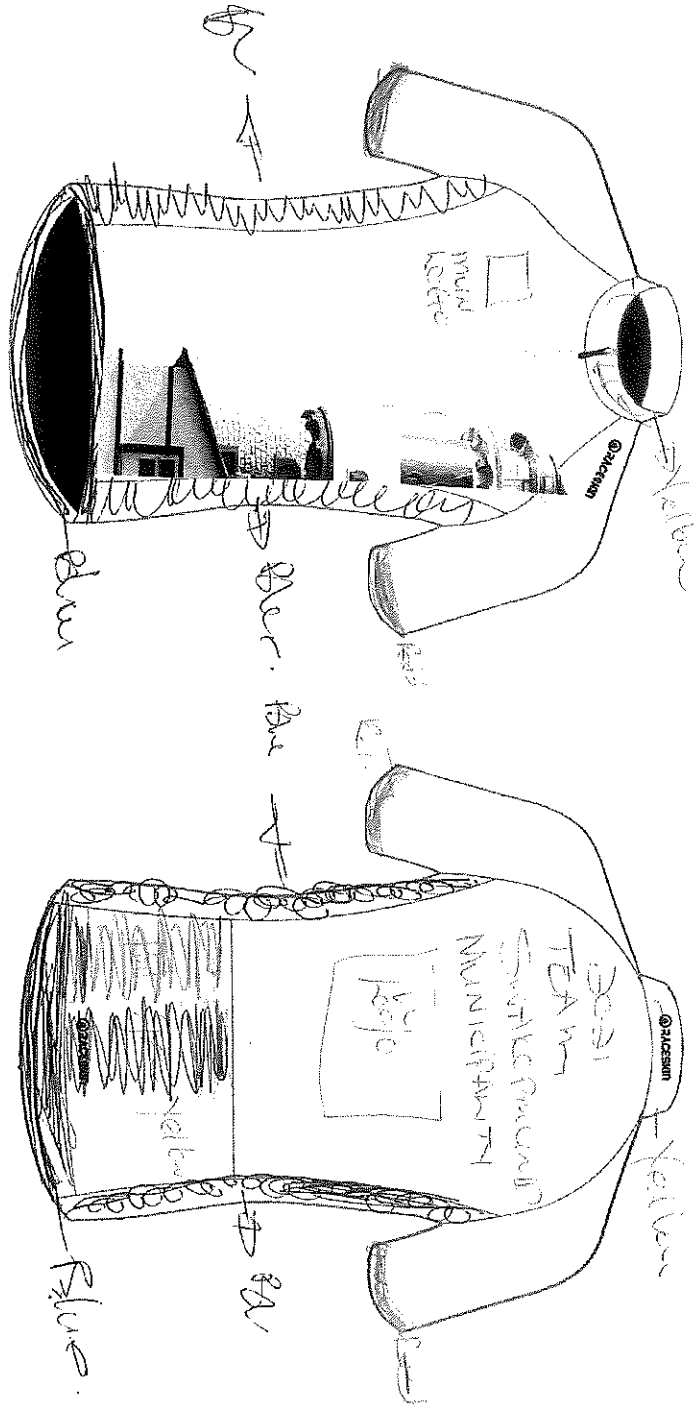


LORENZO HANSEN

8/10/2021

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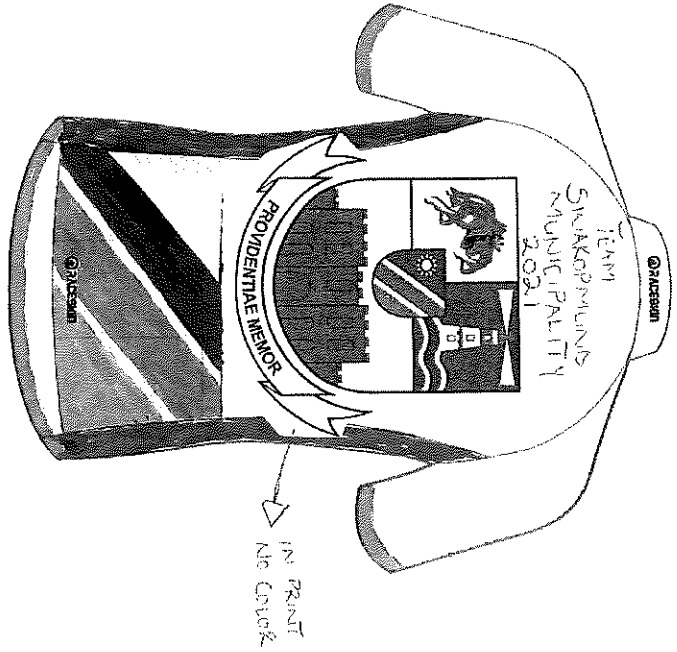
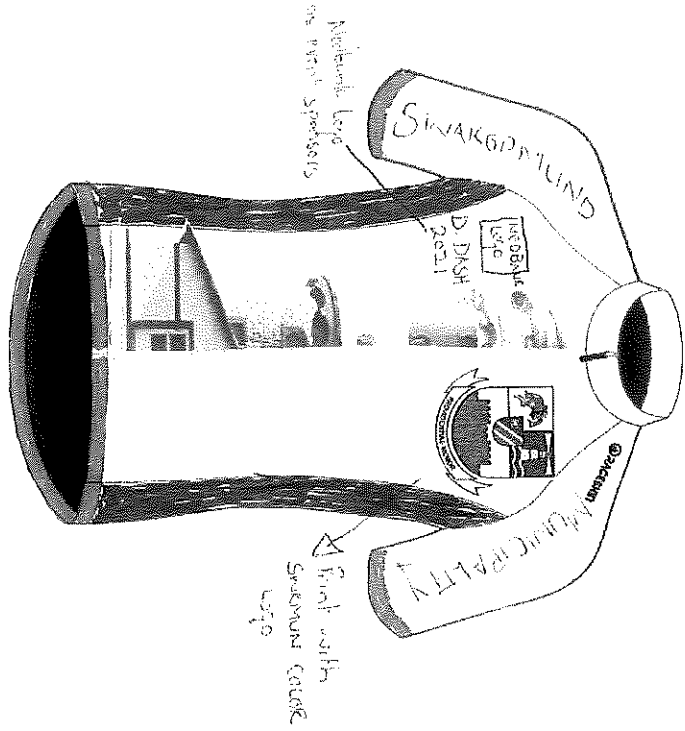
RACESKIN SHORT SLEEVE JERSEY



8/10/2021

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RACESKIN SHORT SLEEVE JERSEY



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|---|-------------------------------|---|---------------|------------|--------------------|-------|------------|
| Registration 1997/005614/07 VAT No: 4350166940 E-Mail: info@blueflag.co.za www.blueflag.co.za | | Quotation | | | | | |
| Blue Flag Manufacturing (Pty) Ltd Unit A3 Fin Park (Kellipark) 21 12th Avenue Kensington, 7405 Tel 021 593 0087 Fax 021 593 2336 | | Date 16/09/21 | | | | | |
| | | Page 1 | | | | | |
| | | Document No QU105630 | | | | | |
| Swakop Municipality C/o 51 Daief Kamho Avenue Swakopmund Fire Brigade Rakotoka Erongo 13001 | | Deliver to C/o 51 Daief Kamho Avenue Swakopmund Fire Brigade Rakotoka Erongo 13001 | | | | | |
| Account | Your Reference | Tax Exempt | Tax Reference | Sales Code | Expiry | | |
| SWA001 | | N | | | 16/09/21 Exclusive | | |
| Code | Description | Quantity | Unit | Unit Price | Disc% | Tax | Nett Price |
| MGLCS001 | Mens Granite Lite Cyclo Shirt | 4.00 | | 800.00 | | 0.00% | 3 200.00 |
| MMQBS001 | Mens Mirage Quad Bibshorts | 2.00 | | 1 450.00 | | 0.00% | 2 900.00 |
| 0001 | Vye cycle socks | 2.00 | ea | 59.00 | | 0.00% | 118.00 |
| DSU | Design and set-up | 1.00 | ea | 2 100.00 | | 0.00% | 2 100.00 |
| C0001 | Courier | 1.00 | ea | 500.00 | | 0.00% | 500.00 |

| | | |
|---|--|---|
| Banking Details Standard Bank; Acc: 072737700 Branch: 031110 Received in good order Signed _____ Date _____ | | Sub Total 8 818.00 Discount @ 0.00% 0.00 Amount Excl Tax 8 818.00 Tax 0.00 Total 8 818.00 |
|---|--|---|



Shapwa

ssshongolo@gmail.com

www.arebbusch.com | Tel: +264 61 252255
 Facsimile: +264 61 251670 | Email: reservations@arebbusch.com
 PO Box 80160, Windhoek, Namibia | 1 Golf Street, Olympia, Windhoek, Namibia
 Vat Reg No.: 0005 485-015 | NTB Reg No.: RES00024
 GPS Coordinates 22° 36' 41.50" S | 17° 05' 10.46" E

| Tax Summary | |
|-------------|-------------------|
| Date | 19 Aug 2021 14:41 |
| Booking | 232879.1 |
| Arrival | 9 Dec 2021 14:00 |
| Departure | 10 Dec 2021 10:00 |
| Guest(s) | 1 |
| Reference | |
| Status | Quote |
| Staff | Adelina Mutimili |

Accounts: [4644306][232879.GM] Shapwa

| Detail | Exclusive | VAT (15%) | NTB Levy 2% | Inclusive | Debit | Credit | Balance |
|--|-------------|-----------|-------------|-------------|-------------|---------|-------------|
| Accommodation: 232879.1, Double Standard Room, 1 day @ N\$866.00 per day Guest: Shapwa Rate: Basic Available Rate Unit Type: Double Standard Room 9 Dec 2021 - 10 Dec 2021, Adults: 1, Children: 0 | N\$739.31 | N\$110.80 | N\$14.78 | N\$865.00 | N\$865.00 | | N\$865.00 |
| Accommodation: 232879.2, Double Standard Room, 1 day @ N\$866.00 per day Guest: Shapwa Rate: Basic Available Rate Unit Type: Double Standard Room 9 Dec 2021 - 10 Dec 2021, Adults: 1, Children: 0 | N\$739.31 | N\$110.80 | N\$14.79 | N\$865.00 | N\$865.00 | | N\$1 730.00 |
| Accommodation: 232879.3, Double Standard Room, 1 day @ N\$866.00 per day Guest: Shapwa Rate: Basic Available Rate Unit Type: Double Standard Room 9 Dec 2021 - 10 Dec 2021, Adults: 1, Children: 0 | N\$739.31 | N\$110.80 | N\$14.19 | N\$865.00 | N\$865.00 | | N\$2 595.00 |
| Extras: 232879.1 | | | | | | | |
| DINNER, Dinner, 3 PP @ N\$220.00 (tax) | N\$652.17 | N\$97.83 | N\$9.00 | N\$759.00 | N\$759.00 | | N\$3 345.00 |
| Deposit schedule: 232879.1 | | | | | | | |
| N\$1 615.00 by 19 Aug 2021 | | | | | | | |
| Deposit schedule: 232879.2 | | | | | | | |
| N\$865.00 by 19 Aug 2021 | | | | | | | |
| Deposit schedule: 232879.3 | | | | | | | |
| N\$865.00 by 19 Aug 2021 | | | | | | | |
| | N\$2 879.10 | N\$439.63 | N\$46.17 | N\$3 345.00 | N\$3 345.00 | N\$0.00 | N\$3 345.00 |

Banking Details

| | | | |
|-----------------|---|----------------|---------------------|
| Account Holder: | Arebbusch | Bank Name: | First National Bank |
| Branch: | Old Power Station Branch | Branch Code: | 282-672 |
| Account Number: | 55501159848 | Swift Account: | FIRNNANX |
| Reference: | <u>Please quote your booking/reservation number as reference</u> | | |

TERMS AND POLICIES:**Deposit**

A 100% confirmation deposit is required prior to arrival to secure the booking. Should the confirmation deposit not be paid within the specified period and no other arrangement has been made with us in writing, we will unfortunately have to cancel the reservation cancel further notice.

Cancellation Policy

In the event of cancellation, the following rules shall apply:

| | | | |
|--------------------------------------|-----------------------|------------------------------------|-----------------------|
| +30 days prior to the arrival/event: | 10% cancellation fee | 30-15 days prior to arrival/event: | 25% cancellation fee |
| 14-8 days prior to arrival/event: | 50% cancellation fee | 7-4 days prior to arrival/event: | 65% cancellation fee |
| 3-0 days prior to arrival/event: | 100% cancellation fee | No Shows: | 100% cancellation fee |

All cancellations should be done in writing. Send an email to reservations@arebbusch.com or a fax to (061) 251 670

Payment by Companies

If a reservation has been made for an individual on a company account and the aforementioned company fails to settle the outstanding amount, the guest accepts full responsibility therefore.

Check-In and Check-out Times

All guests are kindly reminded that check-out time is 10:00 am and check-in time is 2:00 pm, unless prior arrangement has been made with management. Management reserves the right to enforce the above.

Should it become necessary to move a guest's belongings as a result of a late check-out, Arebbusch, its owners, management and staff specifically accept no responsibility or liability for any loss or damage done to a guest's belongings.

Liability

All persons who enter Arebbusch, make use of the accommodation and all of the facilities provided by Arebbusch, do so entirely at their own risk. Arebbusch, its owners, management and staff specifically accept no responsibility or liability for any loss or damage sustained by guests or visitors as a result of accident, theft, injury and/or death.

Noise and Parties

Arebbusch provides accommodation as a Rest Camp. Accordingly, the accommodation areas are "No Noise Zones". No noise, which constitutes a nuisance to or disturbance of any guest of the Lodge, will be tolerated. We therefore respectfully request that you abide by the following:

1. Under no circumstances are you allowed or permitted to host or start a party at your room or campsite during your stay at Arebbusch;
2. Under no circumstances are you allowed or permitted to have visitors at your room or campsite. All your guest and/or day visitors must be received and hosted at the Restaurant only;
3. Noise in the form of music or loud talking at your room or campsite will not be tolerated or permitted;
4. Alcohol and drug abuse which leads to any disruption whatsoever will not be tolerated or permitted;

Arebbusch reserves the right to forthwith cancel the accommodation or visitation agreement between the Lodge and any/all guests who do not heed to a request from management to maintain an acceptable noise level. In such event, the said guest(s) will forfeit any deposit or amount paid for accommodation or visitation and will be expected to vacate the premises immediately.

Accommodation WIFI Hotspot

Guests will receive 500 megabytes of free data (download/upload) for use via the Arebbusch Accommodation Wi-Fi Hotspot, per day that they stay at Arebbusch. Guests must please request their free voucher at the time that they check-in. If required, additional data may be purchased at either of the Arebbusch receptions. A pricing schedule for additional data is on display at both of the Arebbusch receptions and may, upon request, be emailed to you.

Data obtained for a specific period of time, is only valid for that period of time and cannot be carried forward to a following period of time.

Arebbusch, its owners, management and staff specifically accept no responsibility or liability for any loss or damage sustained by guests as a result of the Arebbusch Accommodation Wi-Fi Hotspot being temporarily unavailable.

Furthermore, as a result of internet speeds being subject to a contention ratio, Arebbusch, its owners, management and staff cannot guarantee upload or download speeds.

No Smoking Policy

The restaurant, conference/function venues, reception areas and accommodation units are strictly no smoking areas.

Any guest contravening the aforementioned gives implied consent to the levying of an N\$1,000.00 fine to their account and will not lodge any objection thereto. A guest that continues to disregard this policy will be asked to leave the premises.

Without prejudice to the aforementioned, the guest when accepting the Terms and Policies of Arebbusch, specifically accepts liability for any damage caused to persons or property through smoking in non-smoking areas, or through wilful or negligent action in designated smoking areas.

Pets

Pets are unfortunately not allowed in accommodation units.

By signing this document, you understand and agree to our terms and policies stipulated above.

.....
Guest
Thank you for your support!

.....
Reception

Kind regards,
Arebbusch

Quote Q28267**Mr-African Trading cc t/a Mannie's Bike Mecca**

Moses Garoeb St. 622

Unit No 4

Swakopmund

Tel: +264 64 463766

Fax: +264 886526456

Email: swakop@mbm.com.na

VAT Reg: 4967017-10-5


MANNIE'S
BIKE MECCA
 IMPOSSIBLE IS NOTHING

Shapwa Shongolo

Deliver To:

Document Date: 21/08/2021

Valid Until: 17/05/2024

VAT Reg No:

Customer Order No:

Delivery Details:

Page No. 1

| Quantity | Description | Unit Price Inclusive | Ext. Price Incl |
|----------|---------------------------------------|-------------------------|-----------------|
| 1 | Full service Scott | 550.00 | 550.00 |
| 1 | Full service Cambar | 550.00 | 550.00 |
| 2 | Sram PC-GX Eagle chain 12sp 126 Links | 850.00 | 1,700.00 |

Prices include VAT

Sub Total Excl: 2,434.78

 Nedbank Namibia
 Private Banking
 1100 046 1557
 461-089

 VAT Total: 365.22
 Total (incl): 2,800.00

Nedbank Desert Dash launched

Sport - Cycling | 2020-10-13

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by Helge Schütz



THE Nedbank Desert Dash will be held for the 16th consecutive year, and for the sixth year with Nedbank as the title sponsor, from Friday, 11 December to Saturday, 12 December.

The event, which is the longest single-stage mountain bike race in the world, covers 373km from Windhoek to Swakopmund, with cyclists travelling over the Khomas Hochland mountains and through the Namib Desert to Swakopmund on the Atlantic coast.

Speaking at the launch in Windhoek on Monday, the managing director of Nedbank Namibia, Martha Murorua said that despite the uncertainties of 2020, they will go ahead with the iconic race.

"Where we could not say for a few weeks with absolute certainty that we will even have a 2020 edition of the Nedbank Desert Dash ... I can now confirm that we will have just over 1 000 cyclists competing this year, after the final entries were completed a few days ago," she said.

Murorua confirmed that 212 solo cyclists, of whom 18 will be female cyclists had entered, along with 126 two-person teams and 134 four-person teams, while international riders will make up 35 percent of the overall total.

The minister of sport, Agnes Tjongarero, who also attended the event, said that the Desert Dash had always attracted top

CYCLES4U

Specialized Elite Cycle Shop cc
 P O Box 184
 Swakopmund NAMIBIA
 cycles4u@specializedelite.com

Tel: 064 463546
 accounts@specializedelite.com

VAT NO : 2004970015

QUOTATION

Account Number: CS0000
 Name: CASH SALES ACCOUNT
 Address:

Quotation Number: 00000768
 Date: 21/08/2021
 Sales Rep: KAI
 Page: 1

Postal Code:

CRO Number:

| Item Number | Description | Unit | Quantity | Price | Total Excl | Tax | Total Incl |
|---------------|------------------------|------|----------|--------|------------|--------|------------|
| WORK | CONSUMABLES | EA | 2.00 | 43.48 | 86.96 | 13.04 | 100.00 |
| MAJOR SERVICE | MAJOR SERVICE | EA | 2.00 | 539.13 | 1078.26 | 161.74 | 1240.00 |
| 710845804755 | SRAM PG GX EAGLE CHAIN | EA | 2.00 | 765.22 | 1530.43 | 229.57 | 1760.00 |

2695.65 404.35 3100.00

NO CASH DEPOSITS

Nedbank Acc: 11990071980 Branch: 481 052
 Bank Wkh Acc: 8006503101 Branch: 481 772

9/1/2021

Nedbank Desert Dash launched - The Namibian

international riders which had given Namibian cyclists an opportunity to test themselves against some of the world's best

Even with the current global uncertainties over international travel, the organisers have informed me that about 35 percent of this year's participants will be international riders," she said.

About 290 cyclists hold South African citizenship, with Germany and the United Kingdom that will be represented by 18 and 12 riders respectively. I have to say that I am really pleased to see some other riders from our continent also joining in this year, with Botswana, Malawi, Angola and Zimbabwe all represented at this year's Nedbank Desert Dash," she said, adding that there were also cyclists from Austria, Canada, Spain and Portugal as well as one Congolese cyclist.

Tjongarero said that Konny Looser, who has won the solo race for the past five years in a row, should be back to defend his title, while some of Namibia's top cyclists will be in action in the two-person event. They include Namibian cycling Olympian Dan Craven who will team up with African mountain bike champion Tristan de Lange, and Namibian mountain bike Olympian Alex Miller who will team up with Braam Vermeulen.

She added that the government will remain in contact with the organisers to ensure that Covid-19 regulations are adhered to.

It is pleasing to know that the Nedbank Namibia team has stayed in contact with Fred Mwiya and his team at the Namibia Sport Commission to keep tabs on sporting regulations, and I appreciate this professional courtesy. Likewise, the commitment by the Nedbank Desert Dash organisers to refund the entry fees of all participants in full at the time of opening the online entries in June this year, has shown me that they respect the regulations that Covid-19 has enforced on us.

"I assure you that the government of Namibia keeps an ever-watchful eye on these developments and we will keep advising the organisers on any possible changes in this regard. At this stage we have confidence that any prevailing regulations will be adhered to by the organisers," she said.



SPONSORSHIP AND DONATION APPLICATION FORM

All application for sponsorship/donations must be submitted at least 60 days prior to the scheduled project or event.

Please complete the application form within 2 days to the best of your ability and email it to swkmun@swkmun.com.na or fax to email: 088 614 514, Enquiries (064) 4104100. All requests submitted will be reviewed and followed up with a response.

Name of event: ...NEDBANK... DESERT DASH.....

Place of event: ...KINDHOEK, NAMIBIA & SWAKOPMUND, NAMIBIA..

Date of the event (start): 10/12/2021 Time: 15:00 End of event: 11 Dec. Time: 15:00

Name of organization: ...NEDBANK... DESERT DASH.....

Full address of organization: ...NEDBANK... DESERT DASH, KINDHOEK... NAMIBIA

Telephone: ...0811284794..... Website: <https://desertdash.namibia.com>

Name of contact person: ...LEANDER BORG.....

Position: ...MARKETING, LOGISTICS, SPONSORSHIPS CHIEF RACE OFFICIAL

Contact number (s): ...0811284794.....

Email: leander@desertdash.namibia.com

Total amount or resources requested: ...N\$ 25,513.30.....

Event sector (please tick)

- Health
- Education
- Community
- Environment
- Arts and Culture
- Sports and Recreation

Kindly note that an application letter for donation or sponsorship must be submitted in writing and must include the following:

- An outline of the project or event for which the donation or sponsorship is being requested and the expected outcome.
- The amount being requested, together with a total budget or projected cost of the event.
- Indication whether entry fee(s), ticket(s), etc. will be issued and, if so, the cost(s) thereof.
- A list of all project contributors or partners, particularly companies.
- A list of personnel involved with running the organisation.
- Information and commitments that the applicant will render to Council in lieu of the donation or sponsorship.

Preference is given to individuals/ groups/ organisations that:

- Are non-profit and can demonstrate community support and involvement.
- Are working for the benefit of a wide range of stakeholders, in particular the youth, women, elderly and the disabled within a community.
- Can demonstrate how the money or in-kind donation is to be spent and the expected outcome of the event.
- Commit to acknowledging the Swakopmund Municipality's contribution through the placement of various promotional banners, brochures, posters and the Swakopmund Municipality's logo on promotional material.
- Commit to providing the Swakopmund Municipality with a letter that summaries the outcomes and benefits following the hosting of the event, where applicable.

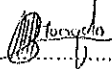
The following terms and conditions apply in cases when events are taking place at Council's property (hall, stadium, parks, etc.):

1. *That noise levels in respect of the applicant must not be more than 85 dB (Decibel) at the noise source (thus the speakers) and not more than 60 dB at a distance of 200m and should valid complaints be received, permission can be withdrawn immediately.*
2. *That the applicant ensures that the facilities including the parking area are cleaned within 48 hours after the event.*
3. *That Council be indemnified against any claims that may arise from using the venue.*

4. That the stadia concerned be restored to their original conditions and to the satisfaction of the Swakopmund Municipality after the function.
5. That the applicant be responsible for the provision and arrangement of public ablution facilities on site, if required.
6. That no person should overnight on the premises, except for security purposes.
7. That Council reserves the right to cancel the use of the stadia should Council needs them for its own purposes.
8. That the applicant make prior arrangements with Erongo-RED for electricity connection at their own cost should it be required.
9. That the event be wrapped up by 2AM.
10. That the applicant submits proof that the following arrangements have been made:
 - Emergency Services
 - Traffic Control and Parking
 - Waste removal
 - Security Services
11. The organization agrees to submit to the Municipality of Swakopmund an event/project post-mortem, photos and press review, within 30 days following the date of the event/project.

I declare that all the information I have provided on this form is accurate, and that I am authorized by the abovementioned organization to submit this application.

Name SAKARIA S. SHONGOLO

Signature 

Date 13 AUGUST 2021

| FOR OFFICIAL USE | |
|---|--|
| DATE RECEIVED: | EVENT SECTOR: |
| REVIEWED BY: | <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED |
| IF APPLICATION WAS DENIED, LIST REASON(S) FOR DENIAL: | |
| SIGNATURE OF CHAIRPERSON | DATE APPROVED: |