

Municipality of Swakopmund

AGENDA

PART 1

ORDINARY COUNCIL MEETING

ON

THURSDAY

27 FEBRUARY 2025

AT

19:00



CONTACT US:

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Ordinary Council Meeting - 27 February 2025



SWAKOPMUND

The Centre of Adventure

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Ref No 5/2/1/1/2

Enquiries: Aloysia Kahuika

20 February 2025

The Mayor and Councillors
Municipality
SWAKOPMUND

Dear Sir / Madam

NOTICE: ORDINARY COUNCIL MEETING

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

DATE : THURSDAY, 27 FEBRUARY 2025

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

TIME : 19:00

Hellao !Naruseb
CHIEF EXECUTIVE OFFICER (ACTING)

AK/-



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	None.	
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	None.	
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12. **REPORTS AND RECOMMENDATIONS OF COMMITTEES OR THE CHIEF EXECUTIVE OFFICER**

None.

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

None.

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MINUTES

of an **Ordinary Council Meeting** held in Council Chambers, Municipal Head Office, Swakopmund on **Thursday, 30 January 2025 at 19:00.**

PRESENT:

Councillor B R. Gorasob	:	Mayor
Councillor S M Kautondokwa	:	Deputy Mayor
Councillor W O Groenewald	:	Chairperson of the Management Committee
Councillor H H Ngh'oripaya	:	Member of the Management Committee
Councillor D Am-Gabeu	:	Additional Member of the Management Committee
Councillor C-W Goldbeck	:	Member of Council
Councillor D Namubes	:	Member of Council

OFFICIALS:

Ms E N Mutenda	:	Chief Executive Officer (Acting)
Mr M Haingura	:	General Manager, Corporate Services & HC
Mr M Cloete	:	General Manager, Economic Development Services (Acting)
Mr A Louw	:	General Manager, Engineering and Planning Services (Acting)
Ms G Mukana	:	General Manager, Finance (Acting)
Mr U Tjirurute	:	Corporate Officer, Administration

ALSO PRESENT:

The Governor of Erongo Region, Honourable Neville Andre Itope, and thirty (30) members of the public.

1. OPENING BY PRAYER

Pastor Opperman opened the meeting with a prayer.

2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL

(C/M 2024/01/30 - 5/2/1/1/2)

On the proposal of Councillor W O Groenewald seconded by Councillor D Namubes, it was:

RESOLVED:

That the agenda be adopted.

3. APPLICATIONS FOR LEAVE OF ABSENCE AND DECLARATION OF INTEREST BY MEMBERS OF COUNCIL**3.1 Application for leave of absence:**

Councillor E Shitana	:	Approved
Councillor M Henrichsen	:	Approved
Councillor P Shimhanda	:	Approved

3.2 Declaration of interest:

None.

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4. **CONFIRMATION OF MINUTES**
(C/M 2024/01/30 - 5/2/1/1/2)

4.1 **MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 28 NOVEMBER 2024**
(C/M 2024/01/30 - 5/2/1/1/2)

On the proposal of Councillor W O Groenewald seconded by Councillor D Namubeni, it was:

RESOLVED:

That the minutes of the Ordinary Council Meeting held on 28 November 2024, be confirmed as correct.

4.2 **MINUTES OF THE SPECIAL COUNCIL MEETING HELD ON 29 NOVEMBER 2024**
(C/M 2024/01/30 - 5/2/1/1/2)

On the proposal of Councillor W O Groenewald seconded by Councillor D Namubeni, it was:

RESOLVED:

That the minutes of the Special Council Meeting held on 29 November 2024, be confirmed as correct.

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

None.

6. **PETITIONS**

None.

7. **MOTIONS OF MEMBERS**

None.

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

None.

9. **OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS**
(C/M 2024/01/30 - 5/5/2)

Honourable Councillors, Mr. Alfeus Benjamin, the Chief Executive Officer, in absentia, Ms Lydia Mutenda, Acting Chief Executive Officer, General managers, Managers and officials of Council, Pastor, Members of the Junior Town Council, Members of the community, Members of the media, Ladies and gentlemen

Good evening once again.

I am deeply honoured to address this Council for the first time as the Mayor of Swakopmund.

Ordinary Council Meeting - 30 January 2025

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Before I delve into my announcements, please allow me to once again extend my sincere appreciation to my fellow Councillors for their confidence in me, and I pledge to lead with transparency, inclusivity, and commitment to service delivery. In the same vein, I wish to express my gratitude to my predecessor, Honourable Dina Namubes, for her leadership and dedication to Swakopmund. Under her tenure, we saw significant strides in economic development, infrastructure, and community engagement.

Honourable Councillors, Fellow residents of Swakopmund.

The year 2025 started on a good note. During the month of January 2025, Council embarked on the following activities:

1. Donation handover of 20 computers valued at N\$275,057.00, along with two printers worth N\$25,300.00, from the Langer Heinrich Uranium Mine to the Mondesa Community Library.
2. The First National Bank donated 4 laptops to the Mondesa Community Library

This is indeed a good investment in the education sector and the future of our youth.

Once again, we extend our heartfelt gratitude to our strategic partners who came on board and made this possible.

Honourable Councillors

As we embark on a new year, we must focus on key priorities to enhance service delivery, economic growth, and social welfare in Swakopmund.

During my acceptance speech, I highlighted a few priority areas for my tenure and this includes:

The promotion of urban farming in response to global and local food security challenges. We would like to strengthen food security, support livelihoods and enhance our town's resilience to environmental challenges.

Crime and Safety: we have been working closely with law enforcement and the community to enhance safety and security in Swakopmund. However, there is still room for improvement and we would like to intensify our efforts in this new year.

Honourable Councillors

One of my other priority areas was stakeholder engagement:

I believe that stakeholder collaboration is key to achieving our goals. We will actively engage with all stakeholders, including residents, businesses, civil society organizations, and government partners.

In pursuit of our strategic objectives, my office has actively engaged in a series of meetings with key stakeholders both within and beyond the boundaries of Swakopmund. These engagements have included discussions with the Erongo Regional Council, mining sector representatives, the Ministry of Health and Social Welfare, hospitality industry leaders, and corporate entities.

The primary objective of these consultations has been to explore collaborative opportunities, foster smart partnerships, and align our collective efforts toward the sustainable development of Swakopmund. I am confident that through these strategic alliances, we can drive meaningful progress and build the town we all envision.

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A comprehensive report detailing the outcomes of these engagements will be presented to Council in due course. However, I am pleased to confirm that all discussions have been constructive and productive, setting a strong foundation for future collaboration.

Honourable Councillors, Ladies and gentlemen

Having said this, I wish to reaffirm our commitment to service delivery and our continuation in fostering relationships with national government, regional authorities, and international partners to advance Swakopmund's development agenda.

I urge my fellow councillors, municipal officials, and residents to work together in unity and purpose. Progress is only possible through collective effort, and I am confident that together, we can achieve great milestones in 2025.

I look forward to working closely with all stakeholders to drive Swakopmund forward. Let us embrace this new year with renewed determination and a shared vision for a prosperous town.

MAYOR

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

10.1 REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING JANUARY 2025

(C/M 2024/01/30 - 5/2/1/1/2)

RESOLVED:

That the report to Council on the resolutions taken by Management Committee meetings held on 16 January 2025 be noted.

11. RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING JANUARY 2025

11.1 MANAGEMENT COMMITTEE MEETING HELD ON 16 JANUARY 2025

11.1.1 DEMSHI HOLDINGS (PTY) LTD:

- 1. NOTIFICATION OF CANCELLATION OF 4 OF 5 ALLOCATED LEASE SITES**
- 2. REQUEST TO WAIVE OUTSTANDING RENTAL FOR THE 4 SITES**

(C/M 2025/01/30 - 13/3/1/7; E 8664; M 4653; E 5031, E 1248 M; E 7238 M)

RESOLVED:

- (a) That it be noted that the submission regarding the application by Demshi Investment Holdings (Pty) Ltd in terms of their letter dated 07 June 2024 was submitted to the Management Committee on 14 November and to Council on 28 November 2024, the item was however withdrawn from the minutes and is now resubmitted.
- (b) That Council takes note of the cancellation of 4 BTS sites by Demshi Investment Holdings (Pty) Ltd, i.e. Erf 8664, Erf 7238, Erf 4653 and Erf 5031.
- (c) That Council takes note that Demshi Investment Holdings (Pty) Ltd retains the lease of 1 lease site, zoned "Public Open Space":

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Location	Erf number	Erf Size	BTS Size	Tower Type
Matutura	1248	26 135	100 m ²	Lattice 35 m ²

- (d) The letter dated 07 June 2024 received from Demshi Investment Holdings (Pty) Ltd serves as 3 calendar months' notice of cancellation of the 4 unused sites (Erf 8664, Erf 7238, Erf 4653 and Erf 5031); the 4 sites are cancelled by 07 September 2024 and Finance Department to incorporate such in the final calculation of the arrears amount.
- (e) That Council does not waive the rental tariffs arrears charged on all 5 BTS sites and Demshi Investment Holdings (Pty) Ltd remains liable for the payment of the arrears as among others they were informed per letter dated 29 March 2022 of the rental which will be charged by Finance Department.

11.1.2

DETERMINATION OF THE PURCHASE PRICE FOR THE SALE OF THE PORTION OF RE/ERF 2747, SWAKOPMUND TO THE ESTATE OF LATE VAN BILJON

(C/M 2025/01/30 - E 384, RE/ERF 2747)

RESOLVED:

- (a) That Council approves the purchase price for the sale of a portion of Re/ Erf 2747, Swakopmund measuring approximately 122m² at N\$1 916.00 i.e. 122m²x N\$1 916.00/m² = N\$233 759.00 to the Estate Late Van Biljon in terms of the current valuation received from Council's valuator escalating annually by 5% as prescribed in terms of the Property Policy.
- (b) That upon acceptance of the purchase price by Estate Late Van Biljon, Council's intention to sell a portion of Erf 2747, Swakopmund to Estate Late Van Biljon be advertised for possible objections as required in terms of the Local Authorities Act, Act 23 of 1992 as amended, at the cost of the purchaser.
- (c) That upon approval of the purchase price, the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, (Act 23 of 1992, (as amended), Urban and Regional Planning Act, (Act 5 of 2018) and the Environmental Management Act, (Act 7 of 2007) respectively be dealt with successfully.
- (d) That the Estate Late A J L Van Biljon appoints a town planner at their cost to attend to the statutory processes (i.e. subdivision, consolidation, and EIA if applicable).
- (e) That all costs relating to the transaction and statutory processes be for the applicant, such as (but not limited to) the advertising of the sale, consolidation, EIA, the appointment of the land surveyor, and the payment of the transfer costs.
- (f) That the following standard conditions be applicable:
- (i) *The purchaser accepts that no rights will accrue to him from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*

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11.1.3

HAPPYDU CHILDREN CHARITY ORGANISATION: APPLICATION FOR ADDITIONAL LAND

(C/M 2025/01730 - Erf 2502, Extension 12, Matutura)

RESOLVED:

- (a) That Council takes note of the successful construction and implementation of the educational project on Erf 3423, Mondesa allocated to Happydu Children Charity Organisation by Council on 23 May 2019 after the public invitation for development proposals.
- (b) That Council takes note of the application by Happydu Children Charity Organisation 21/2016/0054 dated 01 August 2024 for an additional portion of land measuring approximately 5 000m² for:
- (i) *the construction of classrooms to expand their primary school from grade 4 to grade 7;*
 - (ii) *and establish a vocational training centre for the youth in Namibia.*
- (c) That Council takes note of the letter dated 13 December 2024 received from Happydu Children Charity Organisation 21/2016/0054 confirming the suitability of Erf 2502, Extension 12, Matutura zoned "institutional" and measuring 2 213m² in extend.
- (d) That Council approves the allocation of Erf 2502, Extension 12, Matutura to Happydu Children Charity Organisation 21/2016/0054 subject to Council's standard conditions of sale for the sale of land zoned "institutional" to non-profit entities (Annexure "E") at the following subsidized purchase price:
- $N\$62.50 \times 2\,213m^2 = N\$ 138\,312.50$
- (e) The purchase price is based on 50% of the development cost in the amount of N\$125.00/m² for the installation of services to Extension 12, Matutura.
- (f) That the requirements of the Local Authorities Act, Act 23 of 1992, as amended be complied with.
- (g) That all costs be for the account of Happydu Children Charity Organisation 21/2016/0054.
- (h) That should Council favourably consider the sale of Erf 2502, Extension 12, Matutura, the following Council decisions with specific reference to the subject erf be repealed:

Council's resolution passed on 28 May 2020 under item 11.1.13, point (e):

"(e) That Council offers available vacant institutional erven to interested institutions subject to development agreements."

Council's resolution passed on 25 February 2021 under item 11.1.8, point (c):

"(c) That development proposals be called for the erven zoned "Institutional" subject to the conditions prescribed in Council's Property Policy."

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11.1.4

NAMIBIA UNIVERSITY OF SCIENCE AND TECHNOLOGY (NUST) // MEMORANDUM OF AGREEMENT

(C/M 2025/01/30 - 5/2/4/5; 12/2/4/5)

RESOLVED:

- (a) That Council accepts the request for partnership with the Namibia University of Science and Technology.
- (b) That Council reviews and approves the Memorandum of Agreement (MoA) (on file) between the Municipality of Swakopmund and Namibia University of Science and Technology.
- (c) That Council authorizes the Chief Executive Officer and the Chairperson of the Management Committee to sign the Memorandum of Agreement (MoA) on behalf of the Municipality.

11.1.5

MEMORANDUM OF UNDERSTANDING BETWEEN SWAKOPMUND AND THE CITY OF FUZHOU JIANGXI, CHINA

(C/M 2025/01/30 - 5/2/4/5; 12/2/4/5)

RESOLVED:

- (a) That the letter from Wan Jian, Head of Foreign Affairs, Office of the People's Government of Fuzhou City, China be noted.
- (b) That Council accept the request for partnership with the City of Fuzhou.
- (c) That the Memorandum of Understanding that was signed by the two parties (cities) be approved.
- (d) That it be noted that the Memorandum of Understanding includes the following focus area:
 - Exchanges and cooperation in digital city construction, new energy development and utilization, ecological and environmental protection, urban infrastructure construction, industrial park construction, foreign trade, tourism, and other fields.
 - Exchanges and cooperation in the field of construction engineering, learn from each other in municipal integrated pipe networks, prefabricated buildings, and water supply projects, and actively promote the transformation and upgrading of the construction industry.
- (e) That it be noted that the discussion between the two parties might generate other projects or areas for the cooperation, and not necessarily focus on the areas mentioned in (d) above.

11.1.6

REQUEST FOR ADDITIONAL FUNDS FOR FLEET MAINTENANCE

(C/M 2025/01/30 - 17/2/5/2/5)

RESOLVED:

- (a) That Council takes note of the request for additional funds.
- (b) That the General Manager: Finance makes sufficient allocation for additional funds amounting to N\$400,000.00 for the repairs and maintenance of the solid waste fleet.

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11.1.7

APPLICATION FOR CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT ON PORTION 60 (A PORTION OF PORTION 24) OF FARM 163 (PTN 60)

(C/M 2025/01730 - PTN 60)

RESOLVED:

- (a) That the application for Consent Use for a Tourist Establishment on Portion 60 (a portion of Portion 24) of Farm 163 be approved.
- (b) That the applicant is limited to not more than 10% of the size of the portion to be utilized for the "Place of Instruction" activities.
- (c) That all additional infrastructures that are to be required as a result of the proposed development be for the account of the applicant and in accordance with the specifications of the General Manager: Engineering and Planning Services.
- (d) That Council reserves the right to cancel a consent use should there be valid complaints.
- (e) That the applicant registers with the Health Services Department and that the standard Health Regulations will apply.
- (f) That the applicant must operate within the Swakopmund Zoning Scheme provisions.
- (g) That consent is not transferable.

11.1.8

APPLICATION FOR CONSENT USE FOR A PLACE OF INSTRUCTION TO DEVELOP A RESIDENTIAL TRAINING CENTRE ON PORTION 34 OF FARM 163

(C/M 2025/01730 - PTN 34)

RESOLVED:

- (a) That the application for Consent use for a Place of instruction to develop a residential training centre with associated buildings on Portion 34 of Farm 163 be approved.
- (b) That the applicant is limited to not more than 10% of the size of the portion to be utilised for the "Place of Instruction" activities.
- (c) That all additional infrastructures that are to be required as a result of the proposed development be for the account of the applicant and in accordance with the specifications of the General Manager: Engineering and Planning Services.
- (d) That an Environmental Clearance Certificate be obtained before submission of building plans to construct any recreational, camping, leisure, or tourism facilities.
- (e) That no Fitness Certificate be issued for river-hiking and/or river self-drive tours without approval by the Ministry of Environmental Forestry and Tourism.
- (f) That Council reserves the right to cancel a consent use should there be valid complaints.

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- (g) That the applicant registers with the Health Services Department and that the standard Health Regulations will apply.
- (h) That the applicant must operate within the Swakopmund Zoning Scheme provisions.
- (i) That consent is not transferable.

11.1.9

APPLICATION FOR THE PERMANENT CLOSURE OF ERF 92, VINETA PROPER AS "PUBLIC OPEN SPACE" AND THE SUBSEQUENT REZONING OF ERF 92, VINETA PROPER, FROM "PUBLIC OPEN SPACE" TO "PARASTATAL".

(C/M 2025/01/30 V 92)

RESOLVED:

- (a) That Erf 92, Vineta Proper be closed as a "Public Open Space".
- (b) That Erf 92, Vineta be rezoned from "Public Open Space" to "Parastatal".
- (c) That the rezoning of Erf 92, Vineta Proper from "Public Open Space" to "Parastatal" is not subject to a compensation fee in respect to betterment.
- (d) That the General Manager: Corporate Services and Human Capital determine the purchase price payable to Council for the excess area constituting a total of 132m² in extent.
- (e) That the property be transferred into the name of the Erongo Regional Electricity Distributer Company (Pty) once statutory procedures are finalized and payment for the erf is made.

11.1.10

SUBDIVISION OF ERF 504, TAMARISKIA, EXTENSION 1, INTO PORTION A AND REMAINDER, PERMANENT CLOSURE OF PORTION A AS "PUBLIC OPEN SPACE" AND SUBSEQUENT REZONING OF PORTION A FROM "PUBLIC OPEN SPACE" TO "PARASTATAL".

(C/M 2025/01/30 T 504)

RESOLVED:

- (a) That Erf 504, Tamariskia, Extension 1 be subdivided into Portion A and Remainder.
- (b) That the subdivision will have the following effect:

Erf No	Zoning	Prop. Zoning	Approximate Area (m ²)
Portion A	POS	Parastatal	144
RE/504	POS	POS	1435
TOTAL			1579

- (c) That Portion A of Erf 504, Tamariskia, Extension 1 be closed as "Public Open Space".
- (d) That Portion A of Erf 504, Tamariskia Extension 1 be subsequently rezoned from "Public Open Space" to "Parastatal".

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- (e) That the rezoning of Portion A of Erf 504, Tamariskia Extension 1 from "Public Open Space" to "Parastatal" is not subject to a compensation fee in respect to betterment and endowment.
- (f) That the General Manager: Corporate Services and Human Capital determines the purchase price payable to Council for the excess area constituting a total of 44m² in extent.
- (g) That the property be transferred into the name of the Erongo Regional Electricity Distributer Company (Pty) once statutory procedures are finalized and payment for the erf is made.

11.1.11

SUBDIVISION OF THE REMAINDER OF PORTION 4 (A PORTION OF PORTION B) SWAKOPMUND TOWN AND TOWNLANDS NO. 41 INTO PORTION A AND REMAINDER, PERMANENT CLOSURE OF PORTION A AS A STREET, CONSOLIDATION OF ERVEN 9 & 10 VINETA AND PORTION A INTO CONSOLIDATED ERF X AND SUBSEQUENT REZONING OF ERF X FROM "SINGLE RESIDENTIAL" WITH A DENSITY OF 1:600M² TO "GENERAL BUSINESS" WITH A BULK OF 1.2

(C/M 2025/01/30 - V 9 and V 10)

RESOLVED:

- (a) That the subdivision of the Remainder of Portion 4 (a Portion of Portion B) of the Swakopmund Town and Townlands No. 41 into Portion A and the remainder be approved.
- (b) That the permanent closure of Portion A of the Remainder of Portion 4 (a Portion of Portion B) Swakopmund Town and Townlands No. 41 as a street be approved.
- (c) That the consolidation of Portion A with Erven 9 and 10 Vineta into Consolidated Erf X be approved.
- (d) That the rezoning of Consolidated Erf X Vineta, Swakopmund from "Single Residential" with a density of 1:600m² to "General Business" with a bulk of 1.2 be approved, subject to the conditions of Council Resolution Number C/M 2024/01/25-V9, V10 under Item number 11.1.24.
- (e) That the applicant provides proof that the subdivision, consolidation, and the rezoning of Consolidated Erf X Vineta, Swakopmund has been approved by the Minister and promulgated before any submission of building plans inclusive of relaxation of building lines and aesthetics approval to the Engineering and Planning Services Department for approval.
- (f) That the rezoning of Consolidated Erf X Vineta, Swakopmund from "Single Residential" with a density of 1:600m² to "General Business" with a bulk of 1.2 be subject to a compensation fee calculated according to the Betterment Fee Policy of 2009 and be paid by the applicant.
- (g) That no building plans be approved until proof of payment of the compensation fee for the newly created portion and the rezoning has been received by Council.

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- (h) That all additional infrastructure and the re-routing of services required because of the proposed development be for the account of the applicant or the owner and in accordance with the specifications and satisfaction of the General Manager: Engineering and Planning Services.
- (i) That an environmental impact assessment for the closure of the street is conducted.
- (j) The current title deed conditions registered against the Remainder of Portion 4 (a Portion of Portion B) of the Swakopmund Town and Townlands No. 41 be retained for the Remainder, and the following conditions be registered against the title deed of the newly created Consolidated Erf X, Vineta:
- (a) *The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).*
- (b) *The building value of the main building, including the outbuildings, to be erected on the erf, must be at least four times the prevailing valuation of the erf.*
- (k) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve; shall be tolerated.
- (l) That the applicant be provided with a Power of Attorney by the Municipality of Swakopmund to undertake the statutory processes on Remainder of Portion 4 (a Portion of Portion B) of the Swakopmund Town and Townlands No. 41.
- (m) That the objectors be informed of this decision and their rights that they may appeal Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-one (21) days from the date of the decision in accordance with Regulations 18 of the Urban and Regional Planning Act.

11.1.12

OUTCOME OF THE CLOSED BID SALE OF 06 DECEMBER 2024

1. 1 X ERF ZONED "GENERAL RESIDENTIAL", ERF 368, EXTENSION 1, MILE 4
 2. 8 X ERVEN ZONED "SINGLE RESIDENTIAL", EXTENSION 1, MILE 4
- (C/M 2025/01/30 - 16/1/4/2/1/8, M4E 368)

RESOLVED:

- (a) That Council takes note of:
- (i) *the outcome of the closed bid sale of 06 December 2024 for the sale of 8 erven zoned "Single Residential" and 1 erf zoned "General Residential" located in Extension 1, Mile 4;*
 - (ii) *that the expected income in the amount of N\$21 563 037.00 is due on 07 April 2025;*
 - (iii) *the per square metre prices obtained for the various closed bid sales held since 2017;*

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(iv) the erven reserved for a future closed bid sale:

- 9 x "Single Residential" remain available; Erven 372, 373, 375, 381, 383, 384, 394, 396, and 408 (sea front)
 2 x "General Residential" remain available; Erven 342 and 4910.

(v) the income generated from the closed bid sales for which the services installations were financed by external loan:

1.	Extension 1, Mile 4		
	Loan Amount	:	N\$22 652 255.00
	Income Generated	:	N\$97 885 632.00
2.	Extension 14, Swakopmund		
	Loan Amount	:	N\$26 996 478.00
	Income Generated	:	N\$70 978 333.00

(b) That Council takes note that Erf 368, Extension 1, Mile 4 zoned "General Residential" was sold on 06 December 2024 and is therefore no longer reserved for future sale as resolved by Council on 24 February 2022 under item 11.1.2:

"(d) That Council remains with its previous decisions in terms whereof the following two erven are reserved for future sale:

- Erf 342
- Erf 368"

(c) Therefore as Erven zoned "General Residential" only Erf 342, Extension 1, Mile 4 remains available for future sale together with Erf 4910, Extension 14.

11.1.13

TANGENI SHILONGO NAMIBIA: APPLICATION FOR ADDITIONAL LAND

1. A PORTION OF ERF 9821, EXTENSION 38, SWAKOPMUND
2. ERF 8570, EXTENSION 31, SWAKOPMUND
3. ERF 9223, EXTENSION 34, SWAKOPMUND

(C/M 2025/01/30 - Erf 9821, Swk; Erf 8570, Swk; Erf 9223, Swk)

RESOLVED:

- (a) That Council takes note of the successful construction and implementation of the first free private school Open Doors Education Centre concepts on Erf 9104, Swakopmund and Erf 8159, Swakopmund by Tangeni Shilongo Namibia.
- (b) That Council takes note of the application by Tangeni Shilongo Namibia dated 17 August 2024 for an additional portion of land measuring approximately 5 ha located on Erf 9821, Extension 38, Swakopmund for the construction and implementation of an education park and vocational training centre.
- (c) That Council considers the alternative allocation of land based on the preference confirmed by Tangeni Shilongo Namibia as follows:
- (i) To only allocate a portion of land measuring approximately 5 ha located on Erf 9821, Extension 38, Swakopmund.

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1. *Tangeni Shilongo Namibia appointed Omamanya Geotechnical Consultants to conduct an initial Geotechnical Report as the mentioned erf was previously used as a dumping site. It was confirmed that this erf is safe and suitable for the construction of the intended education park and vocational training centre.*
2. *The purchase price based on 50% of the development cost currently at an average cost of N\$250.00/m² is N\$125.00/m² x 50 000m² = N\$ 6 250 000.00*
3. *The purchaser of the erf will be the Werner Erkes Foundation (T 174/2024).*
4. *That Werner Erkes Foundation (T 174/2024) be responsible for the appointment of a geotechnical consultant to confirm the suitability of the erf for their proposed development, attend to an environmental assessment, attend to the closure of the portion of the erf as Public Open Space, the subdivision and rezoning of the portion of land.*
5. *That Engineering & Planning Section determines the most suitable location of the 5-ha portion of land located in relation to Erf 9104, Swakopmund.*
6. *That all costs be for the account of Werner Erkes Foundation.*
7. *That the standard conditions contained in Council's Property Policy for the sale of land to institutions attached as Annexure "J" be applicable.*
8. *That the requirements of the Local Authorities Act, Act 23 of 1992, as amended be complied with.*
9. *That Council decides on the future use of the remaining portion of Erf 9821, Swakopmund, for instance, housing based on the outcome of a geotechnical report.*

11.1.14

SWAKOPMUND MUNICIPAL AERODROME: LESSEES

IC/M 2025/01/30

19/1/1/3/1)

RESOLVED:

- (a) **That Council takes note of its initial decision passed on 28 February 2013 under item 11.1.51 approving the lease of the various facilities at the Swakopmund Municipal Aerodrome.**
- (b) **That taking into consideration the number of years that lapsed since the above Council resolution was passed, Council approves the lease of the hangar sites at the Swakopmund Municipal Aerodrome as per the attached list, Annexure "G", on file.**
- (c) **That Council takes note that:**
 - (i) **that 88 hangar sites are located at the Swakopmund Municipal Aerodrome (79 occupied and 9 vacant);**
 - (ii) **2 sites are leased to a fuel supplier;**

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- (iii) *the hangar sites are only leased to licenced aircraft owners and registered aviation schools;*
 - (iv) *for a lease period of 9 years 11 months; and*
 - (v) *for the purpose of parking and/or storing, repair, and maintenance of aircraft and appurtenant items and/or equipment; and an office for the conducting of related aeronautical business;*
 - (vi) *the rental tariffs for the period 1 July 2014 until 30 June 2025 are:*
 - *N\$ 5.82 / m² for private use*
 - *N\$ 7.45 / m² for commercial use*
- (d) That in order not to interrupt or delay the earning of rental income and stifle commercial activities, approval be sought from the Minister of Urban and Rural Development in terms of section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992, as amended to:
- (i) *Lease the hangar sites at the Swakopmund Municipal Aerodrome, Erf 1, Hage Geingob Square,*
 - (ii) *approve cessions or transfer of existing lease rights,*
 - (iii) *renew lapsed lease periods and*
 - (iv) *Allocate vacant hangar sites on a first-come-first-served basis*
- To licensed aircraft owners and registered aviation schools.
- (e) That Council annually reports to the Minister of Urban and Rural Development the change in the identity of the lessees of hangar sites at the Swakopmund Municipal Aerodrome.

11.1.15 **REQUEST FOR FUNDING TO PURCHASE A PICKUP VEHICLE FOR THE MUNICIPAL REST CAMP**
(C/M 2025/01/30 17/2/SF/2)

RESOLVED:

That Council approves the release of N\$500,000.00 to purchase a new pickup vehicle for the Municipal Rest Camp

11.1.16 **RE-APPLICATION OF TRANSFER OF RIGHT OF USE BY MS GEORGINE /HUISES**
(C/M 2025/01/30 E 441)

RESOLVED:

- (a) That Council take note of the increase in the income of Ms Georgine /Huisen, i.e. from N\$2,500.00 to N\$3,000.00 from her employer, Dantago Kinder Garden & Pre-School.
- (b) That Council approves the change of ownership of Erf 441 (8131), Extension 29, Swakopmund from Ms Goagosos Erika to Ms Georgine /Huisen.
- (c) That Ms Georgine /Huisen be allowed to sign a preliminary agreement.
- (d) That Ms Georgine /Huisen pay the administrative fee of N\$1,000.00 to Council and N\$2,500.00 at Erango RED for the electricity connection

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11.1.17 **TIERSCHUTZVEREIN SWAKOPMUND: AMENDMENT OF THE NAME OF THE ENTITY**

(C/M 2025/01/30 Erf 1307 + 10035)

RESOLVED:

- (a) That Council takes note that the name of the purchaser, i.e. Society for the Prevention of Cruelty to Animals (SPCA) of Erf 10035 (a portion of Erf 1307), Swakopmund as approved by Council on 28 July 2016 under item 11.1.3 is incorrect and must be amended to be Tierschutzverein Swakopmund.
- (b) That the Minister of Urban and Rural Development be requested to amend their approval granted on 01 October 2019 accordingly.
- (c) That an addendum to the deed of sale be compiled amending the identity of the purchaser to Tierschutzverein Swakopmund.

11.1.18 **IMPLEMENTATION OF THE MINIMUM WAGE FOR SECURITY GUARDS**

(C/M 2025/01/30 APN/271)

RESOLVED:

- (a) That Council takes note of the hourly rate increase from N\$8.75 to N\$18.00 (106%) of the following service providers from 01 January 2025, in terms of point 3(1) the Wage Order for Setting National Minimum Wage for Employees gazetted on 07 August 2024.

No.	Bidder / Supplier	Lots	Number Of Security Guards	Current Hourly Rate	Hourly Rate Increased With 106%	Monthly Expenditure
1.	Omlle Security Services CC	Lot 1	35	11.02	22.70	286 020.00
2.	Tripple One Investments CC	Lot 2	34	11.70	24.10	294 984.00
3.	Nelito Investments CC	Lot 3	32	11.36	23.40	269 568.00
4.	PIS Security Services CC	Lot 4	34	11.88	24.47	299 512.80
5.	Omambudu Security Services	Lot 5	53	11.56	23.81	454 294.80
TOTAL MONTHLY EXPENDITURE ON SECURITY GUARDS						1,604,379.60

- (b) That the General Manager: Corporate Services and Human Capital investigates the implementation of possible passive security measures to cut costs for future security guards procurement.
- (c) That no new requests for security guards at permanent stations be entertained, unless the respective department can show that there are no acceptable alternatives, and should the need for security guards at an approved site fall away, such security guards will not be relocated to a new site.
- (d) That permission be granted to the General Manager: Finance to source additional funds for the project.

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11.1.19

FEEDBACK ON 63 SINGLE RESIDENTIAL ERVEN ALLOCATED TO SWAKOP URANIUM EMPLOYEES IN EXTENSION 25, SWAKOPMUND AND APPROVAL FOR ALLOCATION OF THE REMAINING 4 ERVEN

(C/M 2025/01/30 - 17/1/4/2/1/11)

RESOLVED:

- (a) That Council takes note of the progress regarding the 63 Single Residential erven allocated to Swakop Uranium employees.
- (b) That Council takes note that Mr Joseph Halolye Shikongo, was mistakenly allocated two erven (Erf 6905 and Erf 6908), and that Ms. N.T. Nhinda, is not a first-time homeowner, and erven 6908 and 6891 be revoked and be reallocated to another SU applicant.
- (c) That Council approves the allocation of the remaining four (4) single residential erven in Ext 25 Swakopmund, to SU employees who submitted the required documents on 22 October 2024 as follows:

NO	NAME	ERF NO.	SIZE m ²	ERF PURCHASE PRICE
1	Panduleni Shifela and Sesta Kongeni Omwene Shifela	6944	400	NAD 72 000.00
2	David Hilithilwa Ekandjo	6908	400	NAD 72 000.00
3	Charles Uulenga Iita	6891	400	NAD 72 000.00
4	Selbon Uudhigu and Laimi Nditala Endjala	6936	397	NAD 71 460.00

- (d) That the purchase price and all other conditions of sale as determined at the initial allocation remain enforceable.
- (e) That Council takes note that 6 approved SU employees are invited to sign the deed of sale and did not respond to the invitation.
- (f) That should Council receive new applications, and the 6 beneficiaries have not yet signed the deed of sale, the erven below be revoked and be offered to other eligible SU applicants:

NO	NAME	ERF NO.	SIZE m ²	ERF PURCHASE PRICE
1	Salomon Kambinda	6890	400	NAD 72 000.00
2	Lukas Dumeni	6899	400	NAD 72 000.00
3	Epafra N Nambele	6912	666	NAD 112 880.00
4	Teopoline Ndiilonga Tulina Matola	6916	400	NAD 72 000.00
5	Abiud Tjjazembua	6920	653	NAD 117 540.00
6	Elias and Girty M Mbaoroka	6938	612	NAD 110 160.00

11.1.20

RE-SUBMISSION OF REQUEST FOR THE SALE OF ERF 2592, MATUTURA, EXTENSION 12 - M.C ENGLEBRECHT//R.R.HOFFMANN

(C/M 2025/01/30 - E 2592M)

RESOLVED:

- (a) That the same conditions be approved as was approved to Ms Lee Durreta LeHanie on 08 October 2024, under item 11.1.36 and Mr Hoffmann be exempted to purchase Erf 2592, Matutura, Extension 12, that reads:

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- (a)
- (b)
- (c) *That Council takes note of factors that may influence first-time-home ownership, which is not limited to divorce, employment status and change of employment location encountered in previous allocations; and the opinion dated 19 August 2024 provided by NHE as a party to the agreements.*
- (d) *That should the beneficiaries under the Mass Housing Development Programme who have owned 1 property before in Namibia be exempted, on condition they pay the current land value for allocated erf.*
- (e) *That in future, beneficiaries under the Mass Housing Development Programme who own or have owned two or more properties in Namibia is not exempted, and that the above case is not regarded as a precedent."*
- (b) That the donation of Erf 2592 be revoked and the land value of NS68 000.00 be paid back to Council by Ms. Engelbrecht.
- (c) That the original title deed be submitted to Council and only be given to Mr. Hoffman after the full amount of NS68 000.00 is recovered by Council.
- (d) That should the sale not be resolved after Council passes this resolution, the parties (Ms Engelbrecht and Mr. Hoffman) be informed to seek external legal assistance to resolve the matter.
- (e) That a letter be drafted to the Ministry to inform them of Council's decision passed pending their approval.

11.1.21

EXPRESSION OF INTEREST (APPLICATION TO PURCHASE ERF X AT ARNOLD SCHAD PROMENADE - MR ANGELO CLOETE

(C/M 2025/01/30 - 17/1/4/2/1/7)

RESOLVED:

- (a) That Council takes note of the unsolicited application by Mr Angelo Cloete to purchase a portion of land measuring approximately 300m² located on Block 1, to the north of The Tug Restaurant CC, and adjacent to Erf 3562, Swakopmund to construct a small-scale hospitality accommodation facility.
- (b) That the application received in (a) above not be considered due to the area being a public beach area prone to flooding and acute shortage of parking is being experienced in the public area.
- (c) That the Engineering & Planning Services Department fills in the site with soil raises the ground level of the area in front of the jetty, adds reinforcing to prevent damage from future heavy sea action, and paves the entire area for better use by the public for parking, walking, cycling, and leisure.
- (d) That in line with Council's decision passed on 28 March 2018 under item 11.1.2, point (a) (vii), The Tug Restaurant CC and Rocket Investments CC be consulted to contribute to the costs in (c) above based on the number of parking sites required in terms of their business operations.

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11.1.22 **EXTENSION 32, KRAMERSDORF - SALES PRIOR TO FINALIZATION OF INSTALLATION OF SERVICES**

(C/M 2025/01/30 - 17/14/21/7)

RESOLVED:

- (a) That Council takes note that the sale of Erven located in Extension 32 prior to the finalization of the installation of services was approved by Council under the following resolutions:
- (i) Council's Resolution passed on 27 January 2022 under item 11.1.45, point (e).
 - (ii) Council's Resolution passed on 14 November 2024 under item 11.1.5, point (d).
- (b) That the Engineering & Planning Services Department communicates regularly and inclusively with the Corporate Services & Human Capital Department on the progress of installation of services to Extension 32, in order that the requisite submission to Council to determine the upset price and conditions of sale well in advance of the date of sale.
- (c) That the Corporate Services & Human Capital Department be informed once a calculation for the upset price is fixed and the installation of the services reaches a reasonable stage for the sale of the erven so that a submission can be tabled to Council to approve the upset price for the closed bid sale.
- (d) That the calculation of the upset price includes provision for the cost of the development loan amount plus interest.

11.1.23 **SUBDIVISION OF ERF 10037, SWAKOPMUND, EXTENSION 18 INTO PORTION A, B, C, D AND REMAINDER**

(C/M 2025/01/30 - E 10037)

RESOLVED:

- (a) That the subdivision of Erf 10037, Swakopmund, Extension 18 into Portion A, B, C, D, and Remainder measuring 307m², 307m², 304m², 427m², and 430m² in extent, respectively, be turned down.
- (b) That the applicant be informed of this decision and their rights that they may appeal Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-one (21) days from the date of the decision in accordance with Regulations 18 of the Urban and Regional Planning Act, and
- (c) The objector is to be informed of this decision.

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

None

The meeting adjourned: **19:40**

Minutes to be confirmed on: **27 February 2025.**

**Councillor Blasius R !Gorazeb
MAYOR**

**Ms Lydia N Mutenda
CHIEF EXECUTIVE OFFICER (ACTING)**

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETING HELD DURING FEBRUARY 2025**

10.1 (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 13 FEBRUARY 2025**

2.1 **MINUTES OF THE MANAGEMENT COMMITTEE MEETINGS HELD ON 16 JANUARY 2025**

On the proposal of Councillor M Henrichsen and seconded by Councillor H H Nghidipaya, it was:

RESOLVED:

That the Minutes of the Management Committee meetings held on 16 January 2025 be confirmed as correct.

10.4 **FEEDBACK ON THE AERODROME FEASIBILITY STUDY**
(M/C 2025/02/13 - 19/1/1/1, 19/1/1/4)

RESOLVED:

- (a) **That this item be referred back for further detailed engagement with the consultant.**
 - (b) **That Council members undertake a familiarisation visit to the Aerodrome.**
-

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING FEBRUARY 2025**

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 13 FEBRUARY 2025**

11.1.1 **RESUBMISSION: REZONING OF ERVEN 3132 & 3133, SWAKOPMUND, EXTENSION 9 (CONSOLIDATED ERF 10029) FROM SINGLE RESIDENTIAL WITH A DENSITY 1:900m² TO GENERAL RESIDENTIAL WITH A DENSITY OF 1:250M²**
(C/M 2025/02/27 - E 3232, E3133, E 10029)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.1** page **03** refers.

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

1. **Purpose**

The purpose of this submission is for Council to consider the resubmission of the application for the rezoning of Erven 3132 & 3133, (consolidated Erf 10029), Swakopmund Extension 9 from "Single Residential" with a density of 1:900m² to "General Residential" with a density of 1:250m² to permit for the addition of the extension number in which the site (consolidated Erf 10029, Swakopmund) is located, being Swakopmund, Extension 9, in compliance with the Urban and Regional Planning Board's requirements.

2. **Background**

The application for the rezoning of Erf 3132 & 3133, Swakopmund from "Single Residential" with a density of 1:900m² to "general residential" with a density of 1:150m² and subsequent consolidation of Erven 3132 and 3133 Swakopmund into consolidated Erf "X" served before Council at its meeting held on the **25th January 2018**, under item 11.1.16 and was approved. Please see Council's decision below:

- (a) *That the rezoning of Erven 3132 and 3133, Swakopmund from "Single Residential" with a density of one dwelling per 900m² to "General Residential" with a density of one dwelling per 150m² be turned down.*
- (b) *That Erven 3132 and 3133, Swakopmund be rezoned from "Single Residential" with a density of one dwelling per 900m² to "General Residential" with a density of one dwelling per 250m².*
- (c) *That consent to commence with construction while the rezoning is being processed be turned down.*
- (d) *That the rezoning of Erven 3132 and 3133, Swakopmund be included in the next Amendment Scheme.*
- (e) *That the rezoning of Erven 3132 and 3133, Swakopmund be subject to a betterment fee calculated according to the betterment fee policy of 2009 and be paid by the applicant before any submission of building plans to the Engineering Services Department for approval.*

- (f) That all the parking be provided on-site in line with the Swakopmund Town Planning Scheme.
- (g) That the objectors be informed of Council's decision and their right to appeal to the Minister against Council's Resolution in respect of resolution (a) above in terms of Clause 8 of the Swakopmund Town Planning Scheme within 28 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.
- (h) That the applicant be informed that the applicant may appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-eight (28) days from the date of the decision in accordance with clause 8 of the Swakopmund Town Planning Scheme.
- (i) That the applicant responds in writing accepting Council's resolution and conditions of its approval before the rezoning is included in a Town Planning Amendment Scheme.

The application for the consolidation was approved by Council via delegated authority in a letter dated 3rd February 2017 and was approved by the Townships Board at its meeting held on the 9th May 2017, see Annexure C. Erven 3132 & 3133, Swakopmund Extension 9 were consolidated into Erf 10029, Swakopmund Extension 9.

3. **Resubmission**

The Urban and Regional Planning Board has previously deferred applications on the basis that the Extension numbers have been excluded from the Council Resolutions. When the aforementioned application was submitted to Council for approval, the extension number was omitted. It is against this background that the application is resubmitted for the purpose of effecting changes to Council resolution, C/M 2018/01/25- E 3132, E 3133). Attached to this submission as Annexures A, B & C are the council minutes containing the approval by Council, the email containing the applicant's request, and the Townships Board's approval of the consolidation.

4. **Conclusion**

The application is therefore resubmitted in fulfillment of the requirements of the Urban and Regional Planning Board and can be supported.

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

RECOMMENDED:

That Item No. 11.1.16 of C/M 2018/01/25 be amended to read as follows:

- (a) That the rezoning of Erven 3132 and 3133, (consolidated Erf 10029), Swakopmund Extension 9 from "*Single Residential*" with a density of one dwelling per 900m² to "*General Residential*" with a density of one dwelling per 150m² be turned down.
 - (b) That Erven 3132 and 3133, (consolidated Erf 10029), Swakopmund Extension 9 be rezoned from "*Single Residential*" with a density of one dwelling per 900m² to "*General Residential*" with a density of one dwelling per 250m².
 - (c) That consent to commence with construction while the rezoning is being processed be turned down.
 - (d) That the applicant provides proof that the rezoning has been approved by the Minister and promulgated,
 - (e) That the rezoning of Erven 3132 and 3133, (consolidated Erf 10029), Swakopmund Extension 9 is subject to a compensation fee with respect to Betterment calculated in accordance with Section 9 (b) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) Regulations in conjunction with the national betterment fee policy of 2009.
 - (f) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation (endowment) fee for the subdivision has been received by Council.
 - (g) That all additional infrastructures that are to be required as a result of the proposed development be for the account of the applicant and in accordance with the specifications of the General Manager: Engineering and Planning Services.
 - (h) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme.
-

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11.1.15 APPLICATION FOR THE CONSENT TO OPERATE A PEAK PERFORMANCE - ENDURANCE COACHING ON ERF 2760, SWAKOPMUND
(C/M 2018/01/25 - E 2760)

RESOLVED:

- (a) That note be taken that Council reserves the right to accept or refuse any consent application.
- (b) That consent to operate a Peak Performance Endurance on Erf 2760, Swakopmund be granted to H Wiggott for a period of three years subject to the following conditions:
 - (i) Consent is subject to the provisions of the Swakopmund Town Planning Scheme.
 - (ii) The business be registered with the Health Services Department in terms of the Business Registration Policy.
 - (iii) Consent is not transferable to a third-party.
 - (iv) Council reserves the right to cancel the consent should valid complaints be received.
 - (v) Consent is subject to all applicable laws and regulations of the Government.
- (c) That operation of the training shack for peak performance on Erf 2760, Swakopmund conform to the provisions of the Swakopmund Town Planning Scheme.
- (d) That the Council resolution of 30 March 2017 under item 11.1.16 be revoked.
- (e) That all previous applicants for consents which were revoked on the basis that such businesses are not allowed to be run from any industrial zoned land because of the misinterpretation of the Swakopmund Town Planning Scheme, be afforded an opportunity to reapply, subject to the Scheme provisions.

11.1.16 REZONING OF ERVEN 3132 AND 3133, SWAKOPMUND FROM SINGLE RESIDENTIAL WITH A DENSITY OF ONE DWELLING PER 900M² TO GENERAL RESIDENTIAL WITH A DENSITY OF ONE DWELLING PER 150M² AND THE CONSOLIDATION OF ERVEN 3132 AND 3133, SWAKOPMUND INTO CONSOLIDATED ERF "X"
(C/M 2018/01/25 - E 3132, E 3133)

RESOLVED:

- (a) That the rezoning of Erven 3132 and 3133, Swakopmund from "Single Residential" with a density of one dwelling per 900m² to "General Residential" with a density of one dwelling per 150m² be turned down.
- (b) That Erven 3132 and 3133, Swakopmund be rezoned from "Single Residential" with a density of one dwelling per 900m² to "General Residential" with a density of one dwelling per 250m².
- (c) That consent to commence with construction while the rezoning is being processed be turned down.

P. N. B. N.
 P. N. B. N.
 Ordinary Council Meeting 27 February 2018

13 / 2018

- (d) That the rezoning of Erven 3132 and 3133, Swakopmund be included in the next Amendment Scheme.
- (e) That the rezoning of Erven 3132 and 3133, Swakopmund be subject to a betterment fee calculated according to the betterment fee policy of 2009 and be paid by the applicant before any submission of building plans to the Engineering Services Department for approval.
- (f) That all the parking be provided on-site in line with the Swakopmund Town Planning Scheme.
- (g) That the objectors be informed of Council's decision and their right to appeal to the Minister against Council's Resolution in respect of resolution (a) above in terms of Clause 8 of the Swakopmund Town Planning Scheme within 28 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.
- (h) That the applicant be informed that the applicant may appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty eight (28) days from the date of the decision in accordance with clause 8 of the Swakopmund Town Planning Scheme.
- (i) That the applicant responds in writing accepting Council's resolution and conditions of its approval before the rezoning is included in a Town Planning Amendment Scheme.

11.1.17 REZONING OF ERF 5977, SWAKOPMUND EXTENSION 23 FROM "INSTITUTIONAL" TO "GENERAL RESIDENTIAL 1" WITH A DENSITY OF ONE DWELLING PER 100M²

(C/M 2018/01/25 - E 5977)

RESOLVED:

- (a) That the rezoning of Erf 5977, Swakopmund from "Institutional" to "General Residential 1" with a density of one dwelling per 100m² be turned down.
- (b) That Erf 5977, Swakopmund be rezoned from "Institutional" to "Single Residential" with a density of one dwelling per 600m².
- (c) That the rezoning be subject to a betterment fee calculated according to the betterment fee policy of 2009 and be paid by the applicant before any submission of building plans to the Engineering Services Department for approval.
- (d) That all the parking be provide on-site in line with the Swakopmund Town Planning Scheme.
- (e) That the objector be informed of the Council's decision.
- (f) That the applicant be informed that the applicant may appeal the Council decision to the Minister of Urban and Rural

RE-REQUEST FOR REQUIRED DOCUMENTATION FOR BOARD SUBMISSION: REZONING OF ERVEN 3132 AND 3133 (NOW CONSOLIDATED AS ERV-10029), SWAKOPMUND EXTENSION 9

From: Delisia RKPC <rl1@rpk.com.na>
 Sent: Friday, 06 December 2024 09:55 AM
 To: Johanna Angolo <jango@swakmund.com.na>
 Cc: Johannes Heile <heile@swakmund.com.na>
 Subject: Re: REQUEST FOR REQUIRED DOCUMENTATION FOR BOARD SUBMISSION: REZONING OF ERVEN 3132 AND 3133 (NOW CONSOLIDATED AS ERV-10029) SWAKOPMUND EXTENS CN 9

Good morning Ms. Angolo,

Thank you for your prompt response and for providing the requested documents.

We kindly request a amendment to the council approval letter to include the term "Extension 9" throughout the letter. The board has deferred our previous applications that did not explicitly reference the extension number. Alternatively, a supplementary letter could be issued to address this omission.

Your assistance in this matter would be greatly appreciated.

Kind regards,

Delisia Gowases
 Town Planning Officer | Rita Khiba Planning Consultants
 1012, V 796 Street, Corobos Farm
 P.O. Box 75543, Windhoek
 +264 07 77 50662
 +264 081 578 1154
 0810189920
 www.rpk.com.na

From: Johanna Angolo <jango@swakmund.com.na>
 Sent: Friday, December 6, 2024, 9:54 AM
 To: Delisia RKPC <rl1@rpk.com.na>



MUNICIPALITY OF SWAKOPMUND

☎ 061 110400
 ☎ 061 1104129
 ✉ Fax/Email: 061 1104127
 📍 51 Swakopmund
 NAMIBIA
 🌐 www.swakopmund.na
 📧 communications@swakopmund.na

Ref No: E-3133 & 3132

Enquiries: A van der Westhuizen

3 February 2017

Rita Khiba Planning Consultants
 P O Box 22543
 WINDHOEK
 Namibia

rkhiba@gmail.com

Attention: Mrs Khiba

Dear Madam

RE: APPLICATION FOR THE CONSOLIDATION OF ERVEN 3133 AND 3132 INTO ERF X

Your application with the above subject matter dated 1 February 2017 refers,

Kindly be advised that your application for the Consolidation of Erven 3132 and 3133, Swakopmund Ext 9, into Consolidated Erf "X" is approved by the Municipality of Swakopmund

Erf Number	Erf Size
Erf 3132	1083m ² (Single Residential)
Erf 3133	1143m ² (Single Residential)
CONSOLIDATED ERF X	2226m²

The consolidated erf shall only be used or occupied for purposes which are in accordance and subject to the conditions imposed by the Swakopmund Town Planning Scheme approved and promulgated in terms of the Town Planning Ordinance 1954 (Ordinance 16 of 1954) as amended, and

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

Yours faithfully

AD Duvhage
GENERAL MANAGER: ENGINEERING SERVICES

JA

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



Republic of Namibia

Ministry of Urban and Rural Development

Tel: (+264 61) 2975111
Fax: (+264 61) 2975096

Government Office Park
Luther Street

Private Bag 13289
Windhoek Namibia

Enquiries: K. Sakutuka
Tel: (+264 61) 2975231

Our Ref: 17/4/1/S2

Date: July 13, 2017

**RITTA Khiba PLANNING CONSULTANTS
P O BOX 22543
WINDHOEK**

Dear Madam

**SUBJECT: SWAKOPMUND EXTENSION 9: CONSOLIDATION OF ERVEN 3132
AND 3133**

1. Your letter: 17/4/1/S2, dated 11 April 2017 has reference.
2. The attached Townships Board Resolution under Item 95/2017 dated 09 May 2017 has been approved.

Yours faithfully

A handwritten signature in black ink, appearing to read 'M. Sakutuka'.

TOWNSHIPS BOARD SECRETARIAT

Item	Date
95/2017 17/4/182	09 May 2017
SWAKOPMUND EXTENSION 9: CONSOLIDATION OF ERVEN 3132 AND 3133 (RITTA KHIBA PLANNING CONSULTANTS) (Sw.A/9-MD-6CA-V2, W2)	
The Board recommended that	
<ul style="list-style-type: none"> a) Erven 3132 and 3133, Swakopmund Extension 9 be consolidated into Erf 10029, Swakopmund Extension 9 if both erven belong to the same owner; and b) the conditions registered against Erven 3132 and 3133, Swakopmund Extension 9 be retained and registered against Erf 10029, Swakopmund Extension 9. 	

11.1.2

RESUBMISSION: APPLICATION FOR THE SUBDIVISION OF ERF 3613, SWAKOPMUND INTO PORTION A AND REMAINDER

(C/M 2025/02/27 - E 3613)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.2** page **11** refers.

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

The purpose of this submission is for Council to consider the resubmission of the application for the subdivision of Erf 3613, Swakopmund into Portion A and Remainder to amend the Council resolution relating to the extension number.

2. Background

The application for the subdivision of Erf 3613, Swakopmund into Portion A and Remainder served before Council at its meeting held on the 14th of November 2024, under item 11.1.26, and was approved. Please see Council's decision below:

(a) *That Erf 3613, Swakopmund, Extension 3 be subdivided into Portion A and Remainder.*

(b) *That the subdivision will have the following effect:*

ERF NO	ZONING	DENSITY	± AREA (M ²)
Portion A	Residential	1:900	950
RE/3613	Residential	1:900	1769
TOTAL			2719

(c) *That the provision of municipal services to the newly created erven be for the account of the applicant to the satisfaction of the General Manager: Engineering and Planning Services.*

(d) *That the conditions registered against Erf 3613, Swakopmund Extension 3 be canceled and that the following conditions be registered against newly created Portion A.*

(i) *The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*

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

(e) *The subdivision of Erf 3613, Swakopmund Extension 3 into Portion A and Remainder be subject to a 7.5% compensation fee with respect to endowment calculated according to Regulation 9 (b) relating to the Urban*

and Regional Planning Act, 2018 (Act No. 5 of 2018) read in conjunction with the Swakopmund Municipality Property Policy,

- (f) That the applicant provides proof that the subdivision of Erf 3613, Swakopmund Extension 3 into Portion A and Remainder has been approved by the Minister of Urban and Rural Development and provides Council with approved diagrams before any submission of building plans to the Engineering and Planning Services Department for approval,
- (g) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation fee for the newly created portion has been received by Council.
- (h) That the objectors be informed of Council's decision and their right to appeal to the Minister against Council's resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018) within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council, within the stipulated period.

The Certificate of Consolidated Title T 1102/1937 for Erf 3613, Swakopmund refers to its location as Swakopmund Dorp which in English translates to Swakopmund Town or "Swakopmund Proper". The Certificate of Consolidated Title was originally recorded in Afrikaans. The CAD Drawing in use however indicates the location of Erf 3613, Swakopmund as Swakopmund Extension 3. After receipt of the applicant's request for the amendment of the Council Resolution by substituting "Swakopmund Extension 3" with "Swakopmund Dorp", an extensive search in tracing the origins of Erf 3613, Swakopmund was conducted, which confirmed that despite its locality, Erf 3613, Swakopmund is part of Swakopmund Proper. It is against this background that the item is being resubmitted for a reviewed and updated accurate decision.

3. Resubmission

Erf 3616, Swakopmund resulted from the consolidation of Erven 1700 and 1701, Swakopmund, of which Erven 1700 and 1701, Swakopmund emanated from the subdivision of Erf 1625, Swakopmund. Erf 1625, Swakopmund which was a portion of Portion 19 (a Portion of Portion B of Swakopmund Town and Townlands No. 41). Please see Annexures A, B, C, and D for ease of reference. Annexure A contains Council's decision of 14/11/24, Annexure B contains CCT 1102/1937 for Erf 3613, Swakopmund, Annexure C contains the Erf Diagram for Erf 3613, Swakopmund and lastly Annexure D contains an early extract of a diagram prepared between July 1956 and January 1972 which indicates the subdivision of Erf 1625, Swakopmund and shows Erven 1700 & 1701, Swakopmund.

4. Conclusion

The request is being resubmitted to enable the substitution of the extension name, being "Swakopmund Extension 3" with "Swakopmund Proper" being the correct reference and supplement the previous Council Decision with a precise referenced decision.

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

RECOMMENDED:

- (a) That Item No 11.1.26 of C/M 2024/11/14 be amended to read as follows:
- (b) That it be noted that Erf 3613, Swakopmund is located in Swakopmund Proper which is the same as "Swakopmund Dorp" as detailed in the Certificate of Consolidated Title T 1102/1937,
- (c) That Erf 3613, Swakopmund Dorp be subdivided into Portion A and Remainder.
- (d) That the subdivision will have the following effect:

ERF NO	ZONING	DENSITY	± AREA (M²)
Portion A	Residential	1:900	950
RE/3613	Residential	1:900	1769
TOTAL			2719

- (e) That the provision of municipal services to the newly created erven be for the account of the applicant to the satisfaction of the General Manager: Engineering and Planning Services.
- (f) That the conditions registered against Erf 3613, Swakopmund Dorp be cancelled and that the following conditions be registered against the newly created Portion A.
- (i) *The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*
- (ii) *The building value of the building to be erected on the erf shall be at least four times the municipal valuation of the erf.*
- (g) The subdivision of Erf 3613, Swakopmund Dorp into Portion A and Remainder be subject to a 7.5% compensation fee with respect to endowment calculated according to Regulation 9 (b) relating to the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) read in conjunction with the Swakopmund Municipality Property Policy.
- (h) That the applicant provides proof that the subdivision of Erf 3613, Swakopmund Dorp into Portion A and Remainder has been approved by the Minister of Urban and Rural Development and provides Council with approved diagrams before any submission of building plans to the Engineering and Planning Services Department for approval.
- (i) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation fee for the newly created portion has been received by Council.
- (j) That the objectors be informed of Council's decision and their right to appeal to the Minister against Council's resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018) within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council, within the stipulated period.
-

ANNEXURE A

11.1.26: APPLICATION FOR THE SUBDIVISION OF ERF 3613, SWAKOPMUND, EXTENSION 3 INTO PORTION A AND REMAINDER
(CAM 2024/11/14 - E 3613)

RESOLVED:

(a) That Erf 3613, Swakopmund, Extension 3 be subdivided into Portion A and Remainder.

(b) That the subdivision will have the following effect:

ERF NO	ZONING	DENSITY	± AREA (M²)
<i>Portion A</i>	<i>Residential</i>	<i>1:900</i>	<i>950</i>
<i>RE/3613</i>	<i>Residential</i>	<i>1:900</i>	<i>1769</i>
TOTAL			2719

(c) That the provision of municipal services to the newly created erven be for the account of the applicant to the satisfaction of the General Manager: Engineering and Planning Services.

(d) That the conditions registered against Erf 3613, Swakopmund Extension 3 be cancelled and that the following conditions be registered against newly created Portion A.

(i) *The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*

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

(e) The subdivision of Erf 3613, Swakopmund Extension 3 into Portion A and Remainder be subject to a 7.5% compensation fee with respect to endowment calculated according to Regulation 9 (b) relating to the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) read in conjunction with the Swakopmund Municipality Property Policy,

(f) That the applicant provides proof that the subdivision of Erf 3613, Swakopmund Extension 3 into Portion A and Remainder has been approved by the Minister of Urban and Rural Development and provides Council with approved diagrams before any submission of building plans to the Engineering and Planning Services Department for approval.

(g) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation fee for the newly created portion has been received by Council.

(h) That the objectors be informed of Council's decision and their right to appeal to the Minister against Council's resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018) within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council, within the stipulated period.

ANNEXURE B

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ONLY
 SECURED

FILE
 NO. 3-03

REGISTERED
 TRANSFORMER
 J.C. JOHNSON

VEENIGHE
 MOSTEAGS
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for R 134 000 00

In verband met die...
 en... 20 100 000

REGISTRASIE VAN VERENIGDE TITEL

SERTIFIKAAT VAN VERENIGDE TITEL

1102 119 37

(Uitgevoerd krachtens die bepalinge van
 Artikel 40 van die Registrasie van
 Aktes Wet, 1937. (Wet 67 van 1937))

NAEMMAAL HANS-DIETER KURT CLAUS GÖTHJE
 Identiteitsnommer 10520 01 00117



aansoek gedoen het en die uitreiking van hier van n
 Sertifikaat van Verenigde Titel kragsens die bepalinge van Artikel 40
 van die Registrasie van Aktes Wet, 1937: en

NAEMMAAL HANS-DIETER KURT CLAUS GÖTHJE
 die geregistreeerde Eienaar is van

SEKEME.../

6

- 2 -

1. SEKERE Erf Nr 1700 SWAKOPMUND DORP
(in Gedeelte van Erf Nr 1625)
SELER in die Munisipaliteit van SWAKOPMUND
Registrasie Afdeling "G"
GHOU Kragtens Akte van Transport Nr T 3582/1986
2. SEKERE Erf Nr 1701 SWAKOPMUND DORP
(in Gedeelte van Erf Nr 1625)
SELER in die Munisipaliteit van SWAKOPMUND
Registrasie Afdeling "G"
GHOU Kragtens Akte van Transport Nr T 3582/1986

wat verenig is tot die grond hieronder beskryf:

SO IS DIT dat ingevolge die bepalinge van genoemde Wet, ek,
die Registrateur van Aktes in Windhoek hierby sertifiseer dat
genoemde

HANS-DIETER KURT GIEBE GETHJE ✓ K
Identiteitsnommer 340520-0-0011 7

Sy Erfgename, Eksekuteurs, Administrateurs of Regsverkrygendes
die geregistreerde dienaar is van

SEKERE Erf Nr 3613 SWAKOPMUND DORP
SELER in die Munisipaliteit van SWAKOPMUND
Registrasie Afdeling "G"
GHOUT : 2719 (Twee Sewe Een Negte) Vierkantmeters
SOOS soos aangedui op die aangehegte Kaart Nr A 632/86
ONDERHEWIG aan die volgende voorwaardes van oppels
kragtens Artikel 30 van die Ordonnansie op
Derpe en Grondverdeling Nr 11 van 1963, naamlik:-

s

a h

- 2 -

TEN GUNSTE VAN DIE PLAASLIKE BESTUUR:

- (a) Die erf mag niegebruik word vir doeleindes wat strak met, en onderworpe aan, die bepalinge van die Dorpsbeplanningsskema van SAAKOMMUN, wat ingevoegte die bepalinge van die Dorpsbeplanningordnansie 1954, (Ordnansie 18 van 1954), soos gewysig, goedgekeur is.
- (b) Die minimum bouwaarde van die hoofgebou, buitegeboue uitgesluit, sal R100 000,00 (eenhonderd duisend Rand) wees.

EN DAT kragtens hierdie Sertifikaat genoemde

HANS-DIETER KURT CLAUS GETIJE

Identiteitsnommer 340520 01 0011 7

My Erfgeelane, Ekskuteurs, Administrateurs of regsverkygenders nou en voortaan daartoe geregtig in ooreenkomstig plaaslike gebruik, maar behoudens die regte van die Government.

TEN BEWYSE WAARVAN ek, die genoemde Registrateur hierdie Akte onderteken en met die ampseël bekragtig het.

ALDUS GEDOEN en geteken in die Kantoer van die Registrateur van Aktes in WINDHOEK op 1987-04 22 ONLY

[Handwritten Signature]
REGISTRATEUR VAN AKTES

[Handwritten marks and initials]

APPROVED <div style="text-align: center;"><i>G. Renter</i></div> SURVEYOR-GENERAL	No. A 632 / 86			
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da	50,00	223 00 00	d +46 712,91	+75 238,95 1700d
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			⊕ +47 139,24	+75 251,02 RM 39

Description of Beacons -
 a, b, c, d ... 15mm iron peg in cement.
 RM 36 Iron peg in cement, 30cm under ground.
 RM 39 15mm iron peg in cement, 30cm under ground.

Components -
 (1) The figure a e f d represents Erf 1700 Swakopmund.
 See diagram A.129/72 annexed to T. 3582/86
 (2) The figure e b c f represents Erf 1701 Swakopmund.
 See diagram A.130/72 annexed to T. 3582/86

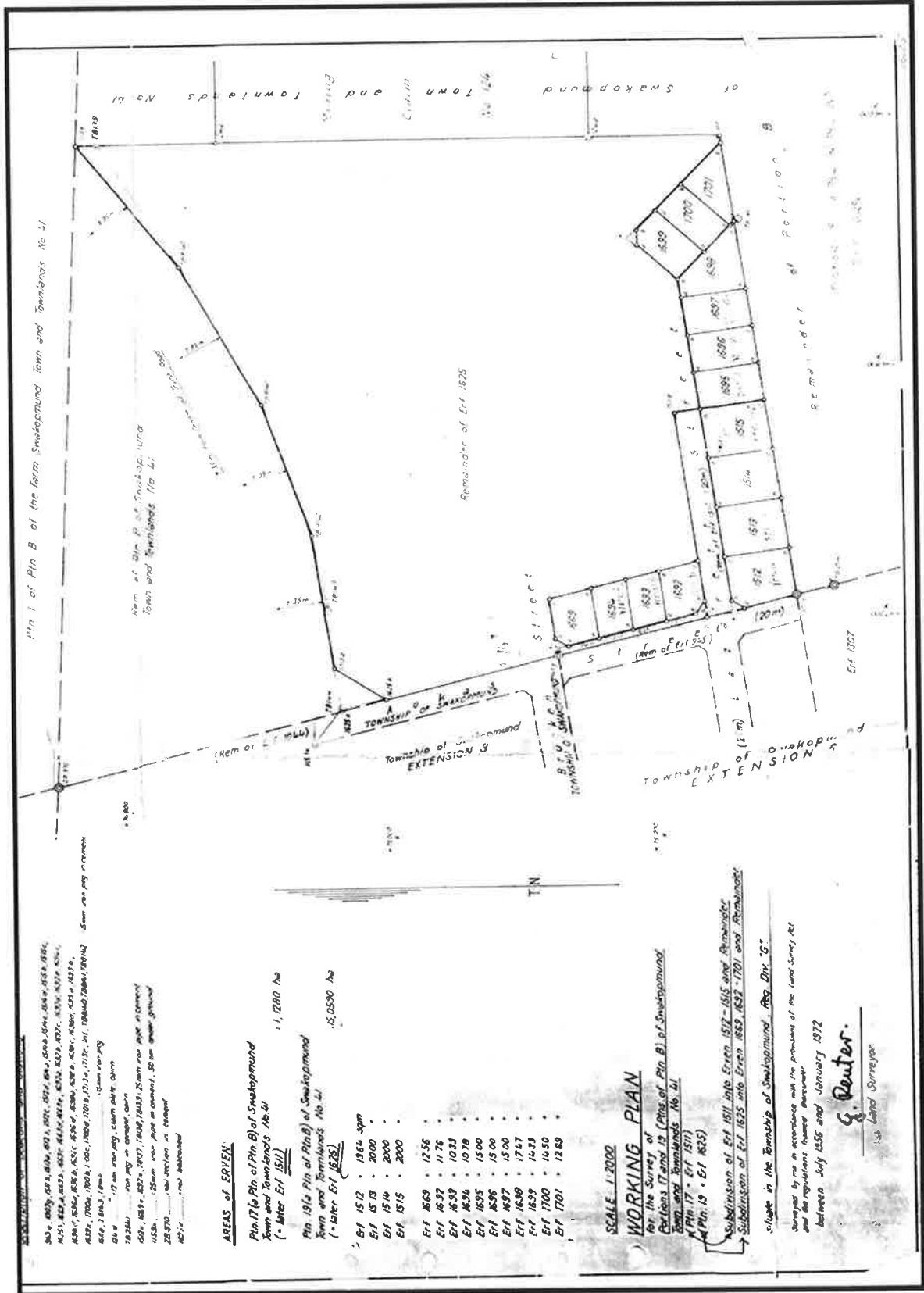
SCALE 1 : 1500

The figure a b c d represents 2719 square metres of land, being ERF 3613 SWAKOPMUND and comprising (1) and (2) as quoted above situate in the Municipal Area of Swakopmund Registration Division G

South West Africa
W. R. R. R. R.
 Land Surveyor

Compiled in October 1986 by me

This diagram is annexed to T/102 No. 1987 dated 22-04-87 Registrar of Deeds	The original diagrams are as quoted above	Compiled Noting Plan MD-66A/87 File No. Sw. 93
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Plat 1 of Pin B of the farm Swakopmund Town and Townlands No. 41

Remainder of Erf 1625

Remainder of Portion B

AREAS of ERVEN.
 Pin 17 (a Pin of Pin B) of Swakopmund
 Town and Townlands No. 41
 (= later Erf 1512) 1,1280 ha

Pin 19 (a Pin of Pin B) of Swakopmund
 Town and Townlands No. 41
 (= later Erf 1625) 15,0590 ha

- Erf 1512 • 1864 spt
- Erf 1513 • 2000 •
- Erf 1514 • 2000 •
- Erf 1515 • 2000 •
- Erf 1629 • 1256 •
- Erf 1630 • 1176 •
- Erf 1631 • 1013 •
- Erf 1632 • 1078 •
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SCALE 1:2000
WORKING PLAN
 for the Survey of
 Portions 17 and 19 (Pins of Pin B) of Swakopmund
 Town and Townlands No. 41
 (Pin 17 - Erf 1512)
 (Pin 19 - Erf 1625)
 Subdivision of Erf 1512 into Erven 1512-1515 and Remainder
 Subdivision of Erf 1625 into Erven 1629-1632-1633-1634-1635 and Remainder
 (later in the Township of Swakopmund, Reg. Div. "G")

Surveyed by me in accordance with the provisions of the Land Survey Act
 and Regulations (Number 100) of 1972
 between July 1956 and January 1972

G. Reuter.
 Land Surveyor

FW: Subdivision of Erf 3613 Swakopmund Dorp - Message (HTML)

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Example of Recommendation Letter.docx 20 KB

From: Ancke Van Staden <office@spc.com.na>
 Sent: Tuesday, 03 December 2024 05:27 PM
 To: Johannes Heib <jheib@swakopmund.com.na>; Jennifer Batley <jbatley@swakopmund.com.na>
 Subject: Subdivision of Erf 3613 Swakopmund Dorp

Good Afternoon, Mr Heib,

The Council Resolution for the subdivision of Erf 3613 Swakopmund Dorp has been well received, thank you.

However, please take note that there is an error on the Council Resolution, the erf is situated in **Swakopmund Dorp**, in accordance with the Title Deed and Diagram (Kindly see attached) and not in Swakopmund Extension 3 as stated on the Council Resolution.

Please be so kind and amend the Council Resolution to refer to the correct township (Swakopmund Dorp).

Further more, kindly provide our office with the signed minutes that approved the subdivision, the cover/recommendation letter (see example attached), letters that was sent out to the objectors, as well as date stamped maps of the attached set of maps.

Kindly ensure that all documents refer to **Erf 3613 Swakopmund Dorp** and not Extension 3.

Thank you in advance.

Please be so kind and acknowledge receipt of this email.

Kind Regards
 Ancke van Staden | Stabenauw Planning Consultants
 Tel: +264 61 351189 | Fax: +264 61 253157 | PO Box 41404
 Stabenauw
 Namibia

SPC

Disclaimer
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04:46 AM 13/01/2025

11.1.3

RESUBMISSION: TOWNSHIP ESTABLISHMENT ON PORTION 96 OF SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41 AND LAYOUT APPROVAL

(C/M 2025/02/27 - 17/1/4/2/1/14, 17/1/4/1/5)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.3** page **21** refers.**A. This item was submitted to the Management Committee for consideration:****1. Purpose**

The purpose of this resubmission is for the Council to reconsider the application for the township establishment on Portion 96 of Swakopmund Town and Townlands Number 41 and approval of the layout in terms of Section 105 (1) (b) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).

2. Introduction and Background

An application to establish a township on Portion 96 of Swakopmund Town and Townlands Number 41 and approval of the layout served before the Management Committee at its ordinary meeting on the 14th of November 2024, under item 10.2 and was referred to the Management Committee as per below resolution.

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

The township layout has been revised and it is now being resubmitted for reconsideration.

Portion 96 was bought from Council by Namibia Oysters (Pty) Ltd in 2006 to establish an oyster farm. Being located closer to the ocean, the project seemed to be feasible, however due to unfavourable environmental conditions, oyster started to die as a result of frequent outbreak of algal blooms. This has led the owner to consider alternative development options for Portion 96 such as establishing a residential retirement village to be known as Olive Park. The application is attached as **Annexure A**.

3. Ownership

Ownership of Portion 96, Swakopmund Town and Townlands Number 41 is held in the Deed of Transfer T 1683/2009 and vests in Messrs Namibia Oyster Pty LTD. Proof of ownership has been attached together with the application.

4. Zoning, Locality and Size

Portion 96 is zoned "undetermined" and is situated north of the Mile 4 Caravan Park, east of the Atlantic Ocean, and south of the salt pans in Swakopmund. It measures 15 hectares (150 000m²) in extent.

5. Access

Portion 96 is currently accessible via a gravel road from the Mile 4 Caravan Park turning circle. Future road reserves have been planned which surround Portion 96 as follows: Southern boundary: Remainder of Portion B (10m) and

Farm No.270 (20m) which provides a combined road reserve of 30m between the Mile 4 Caravan Park and Portion 96. Eastern boundary: Farm No.270 provides a 20m road reserve which is wide enough for a collector road. Northern boundary: A 20-metre-wide right-of-way access servitude over Farm No. 265 (vide Diagram No. A610/2019). Western boundary: No road reserve is provided as this is a public beach reserved for pedestrians and/or bicycles only - no motorised vehicles. Access to Portion 96 will be taken from the eastern, southern and/or northern boundaries.

6. **Municipal Services**

The site is yet to be supplied with the municipal infrastructure. The nearest service network line is the Seaside Hotel and Myl 4 camping area. The design, installation and supply of bulk services to Portion 96 including internal services to each erf will be provided at the cost of the developer to the satisfaction of the General Manager: Engineering and Planning Services and Erongo Red.

7. **Advertisement**

The proposed township establishment was advertised on the 28th June & 5th July 2024, in the Namibian and Namib Times. A notice was placed on site, at the Councils notice board and lastly in the Government Gazette No 8388 dated 1st July 2024 for public comments. Adjacent landowners and the Ministry of Fisheries and Marine Resources were notified by registered post.

The closing date for objections or comments was on the 30th of July 2024 and no objection was received.

8. **Need and Desirability**

The number of senior citizens has increased in Namibia and surrounding countries such as South Africa, and population demographics indicate that it will continue to increase for the next 20 to 50 years due to the broad youthful population. Many South Africans have business and/or family ties in Namibia and are likely to relocate to Namibia for their retirement.

Individuals or couples who are near retirement will be looking to sell their large family home and relocate to a smaller house and garden. A location that is safe, well-maintained, and within walking distance of amenities such as restaurants, doctors, clinics, and frail care facilities is preferred. A well-planned retirement village can provide all of these amenities in one place.

Many people have chosen Swakopmund as their retirement destination, making it a desirable town for retirement. The selected site for Olive Park is desirable as it is located in a quiet area north of Swakopmund and next to the Atlantic Ocean. Portion 96 is within walking distance to the beach, the salt pans, and the Seaside Hotel. All of these factors will help contribute to a healthy and peaceful lifestyle.

Olive Park will provide security and personalised care for peace of mind. The retirement village will be designed to accommodate people aged 55 and older who are independent enough to live in their own homes. A frail care facility will be provided for those who require assisted living care options. Exceptions will also be made for individuals who are younger but need special care. The age restriction will help make the township exclusive for senior citizens which is desirable as retirement housing options are

already limited. Making it open to the whole market will defeat the objective of a retirement village.

Due to these emerging trends, the owner has identified a strong market need and demand for a retirement village and related frail care facilities in Swakopmund.

9. **Environmental Clearance**

Creation of streets and infrastructure are listed activities in terms of the Environmental Management Act, 2007 (Act 7 of 2007). Such activities cannot be undertaken without obtaining an environmental clearance certificate from the Environmental Commissioner. ON 23 May 2023, the Commissioner had issued the ECC, which is set to expire after three years (23 May 2026). The certificate is attached as **Annexure B**.

10. **Proposed Development**

The proposed development is indicated in the attached layout plans in **Annexure C**. The development comprises a total number of 206 erven.

Zoning	Number of erven
<i>Single Residential</i>	184
<i>General Residential 1</i>	3
<i>General Business</i>	1
<i>Institutional</i>	1
<i>Special (sectional title garages and storage units)</i>	1
<i>Parastatal</i>	1
<i>Local Authority</i>	1
<i>Public open space</i>	13
<i>Street</i>	1

10.1 Design Features

The owner has appointed a civil and electrical engineer to design the installation and supply of bulk services to Portion 96 including internal services to each erf. The appointed consultant will consult Erongo RED and the Local Authority regarding servicing requirements.

10.2 Access and Street Width

All land portions within Portion 96 will obtain access from internal streets rather than from the external road reserves. The main entrance or exit to the township will be linked to the existing traffic circle at Dr. Schwietering Street, which is 30 metres wide. This access will be constructed concurrently with municipal services, in accordance with a development agreement between the applicant and Council, which is yet to be drawn up once the general plan has been approved. The ring street and the internal streets are 13 metres and 12 metres in width, respectively.

10.3 Infrastructural Provision

Municipal infrastructure services provision required will be provided by extension of the existing networks.

10.4 Residential sites

A total of 184 single residential plus three general residential 1 erven have been created. Most erven range from 367m² to 650m² in size. In addition, there will be options for sectional title which will help provide a variety of housing choices in the retirement market.

The applicant did not propose any density zoning. Therefore, a density of 1:300m² is allocated for single residential properties.

There are three "general residential 1" sites along the main entrance to benefit from its convenience and to support its usage. A density zoning of 1:250m² is recommended for the general residential erven.

10.5 Institutional sites

An institutional site has been created, however no indication yet what is it reserved for. It will be utilized for institutional activities to be specified when the need of such purpose arises.

10.6 Business sites

One business site (Erf 187) has been created and it is believed to be for a frail care facility. Same with the residential, no bulk factor was applied for, it is therefore suggested that a bulk factor of 2.0 be allocated.

10.7 Parastatal and Special

Two sites are earmarked to accommodate one: Erongo Red substation and another site has been earmarked for special uses for sectional title garages and storage units.

10.8 Local Authority

Erf 192 has been reserved as local authority to accommodate a pump station. It is however located at a higher elevation above sea level, but due to smell associated with the prevailing wind, the identified site is suitable to carry any foul odour away from the residents.

10.9 Public Open Space (POS)

The establishment will have thirteen (13) public open spaces serving different functions. Pedestrian corridors of five (5) metres in width serving as beach links and easy beach access have been created. Amongst these public open spaces, a centrally located multi-functional public open space on Erf 200 has been earmarked for a park. It will help promote social interaction with the residents of Olive Park Retirement Village and the public at large. Moreover, there is one public open space that serves as a green belt, which may be utilized as a walkway.

The provision of the public open space for developable land for high density areas is 10-15% and 5-10% for medium and low-density areas. Provision of 10.33% of public open space has been made in the proposed township layout in accordance with the required planning standard and design guidelines.

11. Servitude

Portion 96 has a 5-meter-wide underground electric cable servitude on the northeast. This servitude was surveyed in terms of Diagram No. A422/94 but is not shown on Diagram No. A803/2007 nor was it registered as a servitude in terms of Deed of Transfer No. T1683/2009. It was confirmed with Erongo RED that the cable does exist and serves the salt pans to the north. The servitude currently occupies about 1089m² of land that must be kept open for maintenance purposes unless the cable is relocated.

12. Township Name

The developer has proposed the township to be known as "Olive Park Retirement Village". The Street Naming Advisory Committee may, after council approval, adopt the name of the township.

13. Conditions of Establishment

The following are the proposed conditions of the establishment.

- A. The following conditions shall be registered against the title deeds of all erven except those are zoned as "Public Open Space" and those are zoned "Local Authority":

The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act (Act 5 of 2018).

- B. The following conditions shall be registered against the title deeds of "Single Residential, General Residential and General Business" zoned erven:

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;

The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act (Act 5 of 2018).

- C. The following conditions shall be registered against the title deeds of "Institutional" zoned erven:

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least two (2) times the municipal valuation of the erf;

14. Conclusion

The need and desirability to establish a township on Portion 96 and the layout conforms to the Town Planning Standard and Urban Design Guidelines and can therefore be supported and recommended for approval.

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

RECOMMENDED:

- (a) That the township establishment on Portion 96, of Swakopmund Town and Townlands Number 41 be approved.
 - (b) That the proposed township's name "*Olive Park*" be approved and be submitted to the Street Naming Advisory Committee for adoption.
 - (c) That the latest version of the subdivisional township layout plan on Portion 96, Swakopmund, dated 25 January 2025, be approved.
 - (d) That a density of 1:300m² be allocated to "*Single Residential*" erven.
 - (e) That a density zoning of 1:250m² be allocated for "*General Residential*" erven.
 - (f) That the general business erf be assigned a bulk zoning of 2.0.
 - (g) That the implementation plan and infrastructure design be to the satisfaction of the General Manager: Engineering and Planning Services.
 - (h) That all public places, including streets, be transferred to Council without compensation and free of other costs.
 - (i) That the conditions of Establishment be as follows:
 - (a) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":*
 - (i) *The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*
 - (b) *The following conditions shall be registered against the title deeds of "single residential, general residential and general business zoned erven:*
 - (i) *The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*
 - (ii) *The building value of the main building, excluding the outbuilding to be erected on the erf, shall be at least four (4) times the municipal valuation of the erf.*
 - (c) *The following conditions shall be registered against the title deeds of "Institutional" zoned erven:*
 - (i) *The building value of the main building, excluding the outbuilding to be erected on the erf, shall be at least two (2) times the municipal valuation of the erf.*
 - (j) That the 5-meter-wide underground electric cable be rerouted at the cost of the applicant.
-

29

16/14/21/16
16/14/4

PLANNING APPLICATION

OLIVE PARK – RETIREMENT VILLAGE - SWAKOPMUND

- PORTION 96 OF SWAKOPMUND TOWN AND TOWNLANDS NO.41:
TOWNSHIP ESTABLISHMENT AND LAYOUT APPROVAL ON PORTION 96
COMPRISING OF 215 LAND PORTIONS AND THE REMAINDER (STREETS).



Date:

30 August 2024

Prepared by:

Stewart Planning
PO Box 2095
Walvis Bay, 13013

Prepared for:

Namibia Oysters (Pty) Ltd
PO Box 2921
Swakopmund, 13001

Submission to:

Municipality of Swakopmund
PO Box 53
Swakopmund, 13001



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Attachments

- Annexure A: Proof of consultation and comments received
- Annexure B: Preliminary Engineering Services Report
- Annexure C: Locality and township layout plan
- Annexure D: Special Power of Attorney and Company Resolution
- Annexure E: Deed of Transfer No. T1683/2009 and Diagram A803/2007
- Annexure F: Proof of payment of application fee



STEWART PLANNING

TOWN & REGIONAL PLANNERS

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Tel: +2647 261 775
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1. Purpose

The purpose of this application is to obtain approval from the Swakopmund Council for the proposed township establishment and layout approval on Portion 96 of Swakopmund Town and Townlands No.41, subject to conditions.

2. Introduction

Stewart Planning has been appointed by Namibia Oysters (Pty) Ltd to apply to the Swakopmund Municipality, Ministry of Urban and Rural Development, and the Environmental Commissioner for the approval of the following:

- [1] Portion 96 of Swakopmund Town and Townlands No 41. Township establishment and layout approval on Portion 96 comprising of 215 land portions and the Remainder (Streets) in terms of the Urban and Regional Planning Act of 2018; and
- [2] Application for an Environmental Clearance Certificate for the proposed township on Portion 96 in terms of the Environmental Management Act of 2007.

3. Planning Proposal

This planning proposal is split into two parts: township establishment and the environmental clearance applications:

Township establishment

The owner intends to develop a beachfront retirement village on the land situated north of the *Mile 4 Caravan Park* which is known as Portion 96. The intention is to subdivide Portion 96 into 215x land portions and the Remainder (Streets). These intentions require township establishment and layout approval which require consent from the Local Authority and approval from the Urban and Regional Planning Board in terms of the Urban and Regional Planning Act of 2018.

The township layout is further discussed under the Site Development Plan on page 15.

Environmental clearance

Township establishment will result in the creation of internal streets and a change in zoning which are listed activities which may not be undertaken without an environmental clearance certificate. An environmental scoping report and environmental management plan will be prepared and submitted to the Environmental Commissioner to obtain an environmental clearance certificate.

4. Background

Portion 96 was bought from the Municipal Council of Swakopmund in 2006 to establish an oyster farm and was transferred in the name of Namibia Oysters (Pty) Ltd (the owner). The project was initially thought to be feasible and practical to implement and significant investments have been made in providing the necessary infrastructure as indicated in Figure 1.

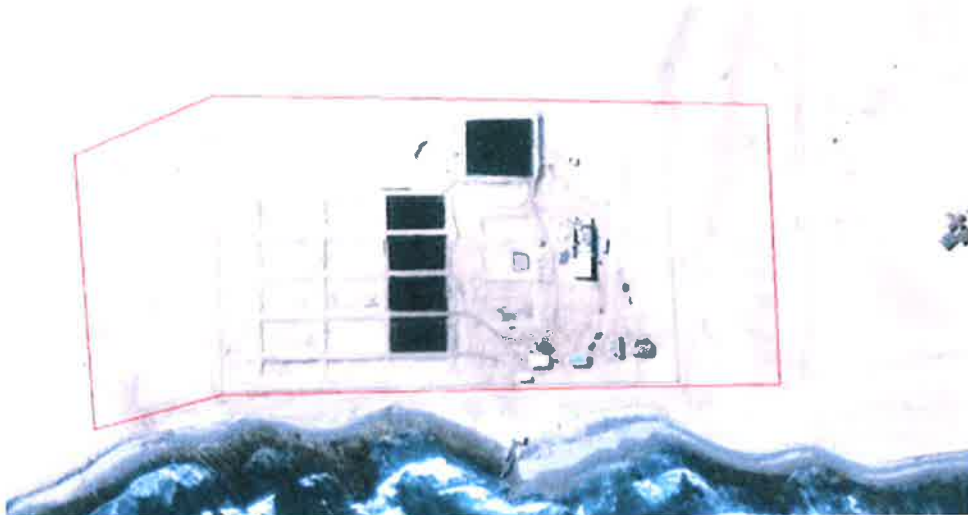


Figure 1. Historical image of the oyster farm ponds on Portion 96 dated May 2006 (Credit: Google Earth)

The owner realised that due to unfavourable environmental conditions, oysters were dying which resulted in huge financial losses. This is due to the frequent outbreaks of algal blooms (red tide) along the coast and directly opposite the site. Red tide causes low oxygen and hydrogen sulphide which is deadly for oysters.

An aquaculture expert from South Africa (Mr E. Hinrichsen of AquaEco) was appointed to investigate the problem and potential solutions. However, it was determined that the site and surrounding areas are not suitable for mariculture or aquaculture farming.

This has led the owner to consider alternative development options for Portion 96 such as establishing a residential township. A previous township layout was prepared for consideration and an environmental clearance certificate (ECC) was granted in 2023 by the Ministry of Environment, Forestry, and Tourism. This was a low residential density township with erf sizes ranging between 800m² to 1200m². However, this township layout has not been submitted to the Swakopmund Council to date.

Due to changing market demands, the owner has revised the development proposal into a retirement village which has led to a complete redesign of the township layout. The purpose of this submission is to consider the latest township layout for approval by the Swakopmund Council.

The retirement village will be known as *Olive Park*.

5. Need and Desirability

The planning proposal is motivated by the growing need and demand for retirement living and frail care facilities in Swakopmund, and the desirability of the project to help meet this market demand

Need and demand

The number of senior citizens have increased in Namibia and surrounding countries such as South Africa, and population demographics indicate that it will continue to increase for the next 20 to 50 years due to the broad youthful population. Many South Africans have business and/or family ties in Namibia and are likely to relocate to Namibia for their retirement.

In Namibia, the elderly population (aged 65+) experienced a notable increase from 108,490 individuals in 2011 to 139,106 in 2023, representing a 28% growth. Similarly, those near retirement (aged 50-64) saw a substantial increase from 150,187 individuals in 2011 to 249,382 individuals in 2023, reflecting a total increase of 66%. This historical growth is expected to continue over the next decade, as there are currently 291,967 individuals aged between 40-49.¹

South Africa is experiencing similar patterns. In RSA, the elderly population grew by 45% from 2.77 million in 2011 to 4 million in 2022. The near retirement bracket (50-64) increased from 5.4 million in 2011 to 7.36 million in 2022, representing a total increase of 36%.² Additionally, there are approximately 7.5 million individuals aged between 40-49 in South Africa, indicating a significant market that will be entering retirement in the next 15 years.

Individuals or couples who are near retirement will be looking to sell their large family home and relocate to a smaller house and garden. A location that is safe, well-maintained, and within walking distance of amenities such as restaurants, doctors, and clinics. A well-planned retirement village can provide all of these amenities in one place.

The Swakopmund Retirement Village (SRV) contains approximately 200 fully developed and/or occupied erven. As a result, the options for retirement housing and facilities are limited. This scarcity of available retirement options highlights the demand for retirement living in Swakopmund.

Due to these emerging trends, the owner has identified a strong market need and demand for a retirement village and related frail care facilities in Swakopmund.

Site desirability

Swakopmund continues to leave a positive impression on residents and visitors alike. Many people have chosen Swakopmund as their retirement destination due to town's desirable amenities and weather.

A lack of retirement options and frail care facilities can significantly increase costs. Providing additional facilities can help meet market demand, improve competitive costs, and benefit cost-conscious senior citizens.

¹ Namibia Statistics Agency. Census data from 2011 and 2023.

² Stats SA. Census data from 2011 and 2022.

The selected site for *Olive Park* is desirable as it is located in a quiet area north of Swakopmund and next to the Atlantic Ocean. Portion 96 is within walking distance to the beach, the salt pans, and the Sea Side Hotel. All of these factors will help contribute to a healthy and peaceful lifestyle.

The planned open spaces between erven will help improve accessibility to neighbours and the beach which promote social interactions and walking opportunities. Residents will enjoy a vibrant sense of community and remain active and young at heart.

Olive Park will provide security and personalised care for peace of mind. The retirement village will be designed to accommodate people aged 55 and older who are independent enough to live in their own homes. A frail care facility will be provided for those who require assisted living care options. Exceptions can be made for individuals who are younger but need special care.

The age restriction will help make the township exclusive for senior citizens which is desirable as retirement housing options are already limited. Opening it to the whole market will defeat the objective of a retirement village. However, any person of legal age can buy a property, allowing younger generations to purchase property for their parents and/or future retirement.

In conclusion, the site is desirable for the development of a retirement village as the receiving environment will have a positive lifestyle impact on residents.

6. Site Description

The following section provides a description of Portion 96 (the site) and the surrounding environment in terms of its location, property information, and the physical environment which influences the design of the township layout.

Location

The site is situated north of the Mile 4 Caravan Park, south of the salt pans, along the ocean at coordinates: -22 621503, 14 522498.

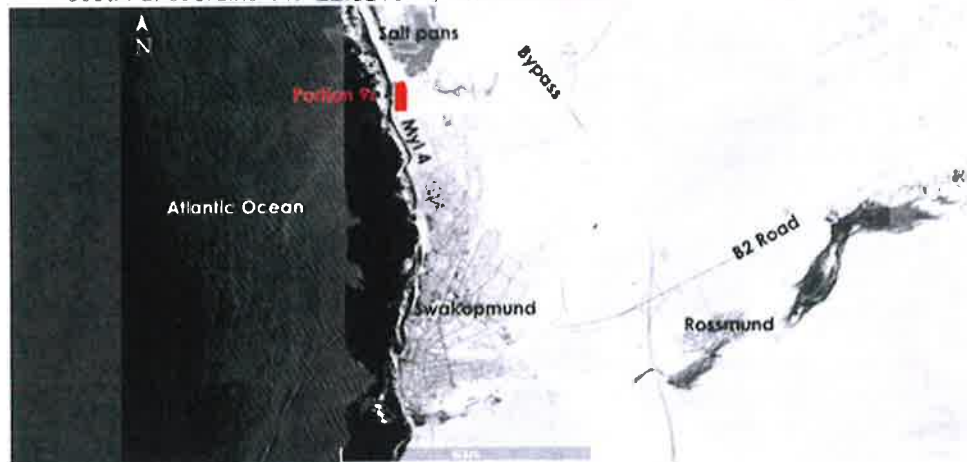


Figure 2 Portion 96 (red block) is located north of Myi 4, Swakopmund, Erongo Region, Namibia

The site is situated close to existing amenities and services offered by Swakopmund and is thus suitable and desirable for urban expansion.



Figure 3 Locality of the site north of the Mile 4 Caravan Park and frequent wind directions

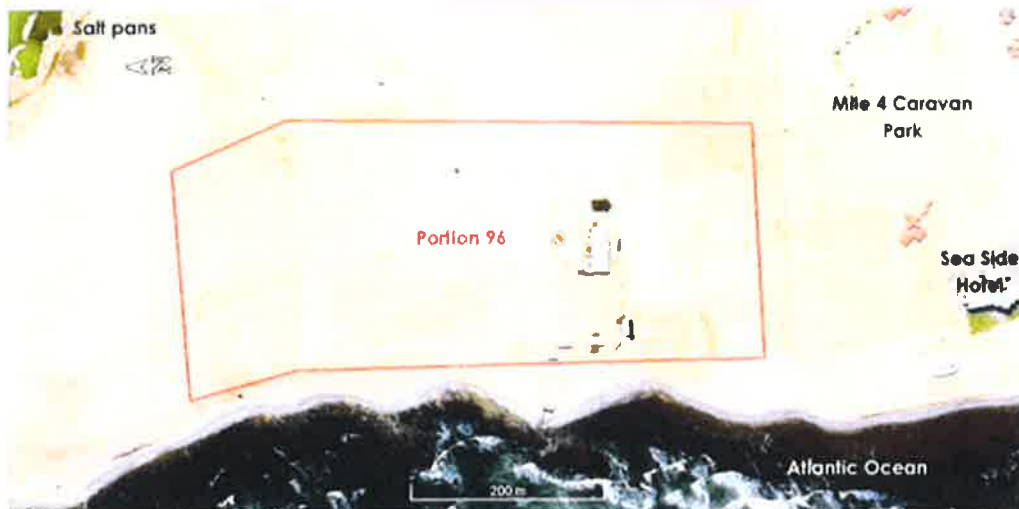


Figure 4 Approximate cadastral boundaries of Portion 96 in red.

Surveyed boundaries

Portion 96 measures exactly 15 hectares (150,000m²) in extent as surveyed vide Diagram No. A308/2007. The eastern border of Portion 96 has a height above mean sea level of 7 to 11.5 metres which slopes downwards to the western border at about 3.5 to 4 metres. The slope varies between 1:30 to 1:90.

Portion 96 has an irregular rectangular shape with an average length and width of $\pm 600\text{m} \times \pm 250\text{m}$. The longer side is aligned in a north-to-south direction and parallel to the Atlantic Ocean whereas the shorter boundaries are aligned in a west-to-east direction.

The surveyed boundaries, servitudes, and contours are indicated in Figure 5. The shoreline (the high water tide mark in blue) is curved resulting in a public beach that varies in width between 15 to 50 metres up to the western boundary of Portion 96.

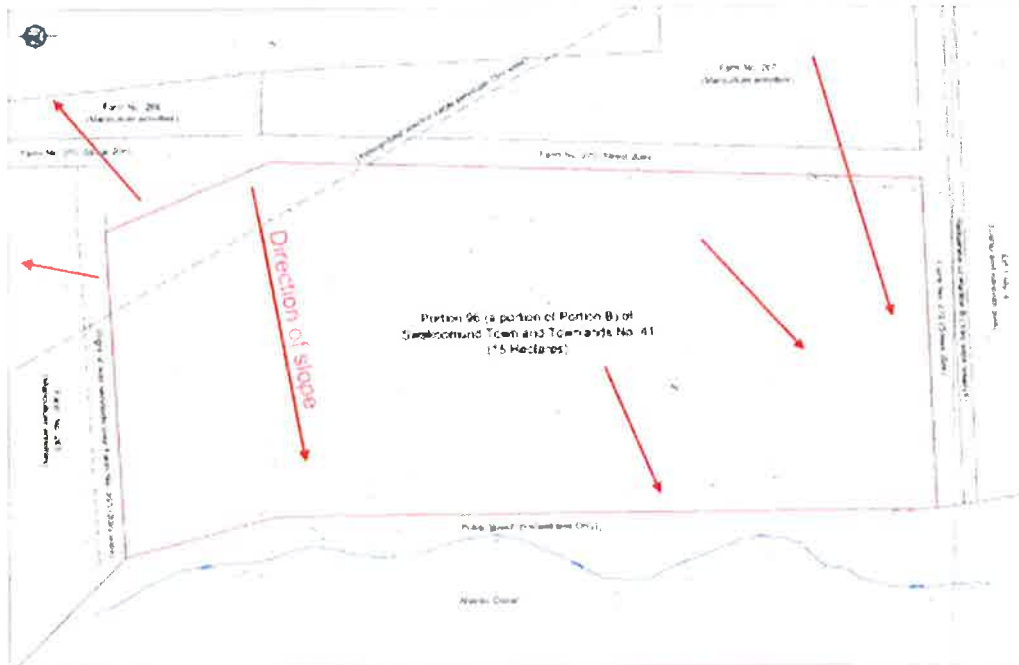


Figure 5. Surveyed boundaries, servitudes, and contours of Portion 96 and surrounding land portions

Portion 96 has a 5-meter wide underground electric cable servitude on the northeast. This servitude was surveyed in terms of Diagram No. A422/94 but was never registered as a servitude in terms of Deed of Transfer No T1683/2009. It was confirmed with Erongo RED that the cable does exist and serves the salt pans to the north. The servitude currently occupies about 1089m² of land that must be kept open for maintenance purposes unless the cable is relocated.

Access and planned roads

Portion 96 is currently accessible via a gravel road from the *Mile 4 Caravan Park* turning circle. Future road reserves have been planned which surround Portion 96 as follows

Southern boundary:	Remainder of Portion B (10m) and Farm No.270 (20m) which provides a combined road reserve of 30m between the <i>Mile 4 Caravan Park</i> and Portion 96.
Eastern boundary:	Farm No 270 provides a 20m road reserve which is wide enough for a collector road.
Northern boundary:	A 20-metre wide right-of-way access servitude over Farm No. 265 (vide Diagram No. A610/2019).
Western boundary:	No road reserve is provided as this is a public beach reserved for pedestrians and/or bicycles only – no motorised vehicles.

Access to Portion 96 can be taken from the eastern, southern and/or northern boundaries.

Registered name and owner

Registered name: Portion 96 (a portion of Portion B) of Swakopmund Town and Townlands No. 41

In the Municipality of Swakopmund
Registration Division "G"
Erongo Region

Registered owner: Namibia Oysters (Proprietary) Limited
Company Number: 2005/736

Conditions of title

The following conditions are registered against Portion 96 as per Deed of Transfer No. T1683/2009 (Annexure E). A note is provided after each condition.

A. **SUBJECT** to the following conditions imposed in terms of the Town Planning Ordinance, Ordinance 18 of 1954, as amended, namely: -

IN FAVOUR OF THE LOCAL AUTHORITY

1. The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to, the provisions of the Swakopmund Town Planning Scheme prepared and approved, in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.
2. The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the municipal valuation of the erf.

Note A: This is the standard short condition which does not prevent or restrict the possibility of a new township being established on the property and can be deleted.

B. **FURTHER SUBJECT** to the following condition imposed in terms of Section 21 of the Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963), as amended, namely: -

The zoning of Portion 96 be changed to Aquaculture.

Note B: This special condition relates to when the land was initially sold for an oyster farm and is no longer materially relevant to township establishment application, and can be deleted. In any case, it is not possible to implement this condition as there is no "Aquaculture" zone in Scheme No. 12 and can only be implemented upon the next Scheme review, such as Scheme No. 71 which is pending approval.

C. **AND FURTHER SUBJECT** to a pre-emptive right in favour of the Municipal Council of Swakopmund ("the Council"), to wit:

The Transferee shall not be entitled to alienate the property or any subdivision thereof until and unless the Property has been first offered to the Council in writing at a price as determined hereinafter and the Council has rejected the offer in writing. Council shall accept or reject the offer in writing. Council shall accept or reject the offer in writing within 60 (sixty) days of date of receipt thereof.

The price shall be equal to the purchase price paid to the Council in respect of the property and the market value of those improvements effected to the Property after 31 July 2007, which the Council, in its sole discretion, deems useful, which discretion shall not be exercised unreasonably.

Note C: This condition will potentially restrict or prevent any subdivision (such as township establishment) if the pre-emptive right is not waived or if an alternative agreement has not been reached.

The owner or representatives of the owner, have previously engaged the Council on alternative financial contributions without a final agreement. The owner's representatives will further engage the Council to finalise these agreements which will result in condition C being waived

In principle, the township establishment process can continue, subject to a final agreement between the owner and the Council and the waiving of condition C. These negotiations will not form part of the scope of this report

Land use and zoning

Portion 96 is currently zoned "Undetermined" in terms of Swakopmund Zoning Scheme No.12 (and draft Zoning Scheme No 71) but have been reserved for "abalone farming". In terms of draft Zoning Scheme No.71, surrounding block portions are provisionally zoned or reserved for "Aquaculture/Mariculture", "Local Authority", and "Special". The beach is partially reserved "Undetermined" and "Nature Conservation area".



Figure 6. Zoning map of Portion 96 and surrounding properties (retrieved from Swakopmund Zoning Scheme No 71)

The current "Undetermined" zoning does not permit any primary use or building(s) without the written consent of the Council or unless the zoning is changed. In this case, township establishment will result in different zoning allocations to the land portions. The current zoning does not limit the potential for township establishment.

Physical environment

The site falls in a desert climate with little to no rainfall. Fresh water is sourced from non-perennial rivers which have a limited supply. Water is pumped via bulk pipelines to urban areas at the coast.

Water scarcity, together with the infertile topsoil, limits the creation of large open spaces and parks which are unsustainable. Smaller open spaces and gardens will be more suitable given the environmental limitations of the coast

The site frequently experiences fog which cools down the ambient air temperature and provides essential moisture to adapted plants and insects. Temperatures are regulated by the cold Benguela current which makes living at the coast convenient as the temperature is not too cold or hot.

The site frequently experiences the south-westerly wind and on occasion strong bergwinds (east wind) as shown in Figure 3 on page 7. Building design and orientation play a crucial role in mitigating the inconvenience of wind.

Portion 96 was inspected on 29 February and 21 August 2024 and the following photos and observations were made of the physical environment:

Figure 7: The site is largely undeveloped and has good potential to be developed into a retirement village given the proximity to the Atlantic Ocean and potential for sea views. The site slope downwards to the ocean so non-beachfront erven will have a partial sea view. The soil conditions are soft and suitable for urban development



Figure 7 View of Portion 96 and the Atlantic Ocean

Figure 8: The site has excellent views of the salt pans to the northeast, is situated well above the lower salt pans, and is unlikely to be flooded.



Figure 8 View of the lower salt pans to the northeast of Portion 96 and the sparsely vegetated terrain

Figure 9: The site contain infrastructure which were previously used for the oyster farm project. These structures will be removed prior to township development, which will help improve the aesthetic qualities of the area.



Figure 9 Current infrastructure and buildings on Portion 96 that were previously used for the oyster farm project

Figure 10: The site is sparsely vegetated with very few plants and no trees. No flora of any conservation value was observed on Portion 96.



Figure 10: Portion 96 is sparsely vegetated and contains no trees or plants that are of any conservation value

Figure 11: The area north and south of Portion 96 is used by the public as parking spots and other recreational activities. As a consequence, the area is slightly polluted. If Olive Park is developed, then undesirable and/or unlawful beach activities will better monitored by residents however the areas will remain open to the public.



Figure 11 Surrounding areas of Portion 96 are slightly polluted but will remain open to the public

Figure 12: The site has a rocky shoreline which limits potential swimming or surfing activity but has the benefit of keeping the shoreline stable and less susceptible to shoreline erosion



Figure 12 The beach has a rocky shoreline which provides natural protection from erosion (Date taken: 29 Feb 2024, 12h28)

Figure 13: The beach contains rocks which help dissipate wave energy and provide an extra layer of protection against erosion. No rocks should be removed to retain this natural protection.



Figure 13 The land is elevated above the ocean and the beach contains many rocks which help dissipate wave energy

Figure 14: There is a wide public beach between the shoreline and Portion 96 which provides unrestricted pedestrian movement along the beach. This public beach will remain open to the public and for non-motorised traffic. The beach also provides large natural open space for recreational purposes.



Figure 14 Photo of a wide public beach situated between the shoreline (left) and the western boundary of Portion 96 (fence on the right)

On 19 August 2024, Namibia experienced a super full moon³ which created higher tides than usual and turbulent seas. The extremely rough seas caused significant infrastructure damage from Walvis Bay to Swakopmund as reported in the Namib Times⁴. The site was inspected two days later (Figure 15) and minor portions of the beach were waterlogged, but no significant flooding or erosion was observed. Portion 96 was completely dry and unaffected.



Figure 15 The extremely rough seas of 19 August flooded small portions of the beach but did not affect Portion 96 (Date taken 21 August 2024 at 16h56)

The receiving environment has been taken into account and has influenced the design of Olive Park in the following manner:

- The layout should aim to maximise the potential views of the ocean and salt pans as natural assets.
- The long edge of residential erven to be north facing to maximise the number of receiving sunlight for gardens and solar panels. This will also maximise the number of erven facing the ocean.
- Buildings will be designed in such a way that outside areas and patios face away from the south-westerly and east winds.
- Due to the slope and difference in height, non-beachfront erven will have a partial sea view increasing the site's desirability for township establishment.
- The public beach is sufficient in width (15 - 50 metres) to allow free public access, which eliminates the need to create a wide greenbelt along beachfront erven.
- The extremely rough seas of 19 August did not cause any major flooding or erosion. The rocky shoreline provides natural protection against erosion and storm surges which eliminates the need to provide a wide beachfront greenbelt or building setback for protection. Increasing the natural ground level and/or building a retaining wall will provide sufficient protection for urban development.

³ <https://moon.nasa.gov/news/197/super-blue-moons-your-questions-answered/>

⁴ Page 2 of Namib Times dated 23 August 2024

7. Site Development Plan

The draft site development plan which was used during public consultation are shown in Figure 16. This site development plan was prepared by the architect, taking into account the receiving environment.

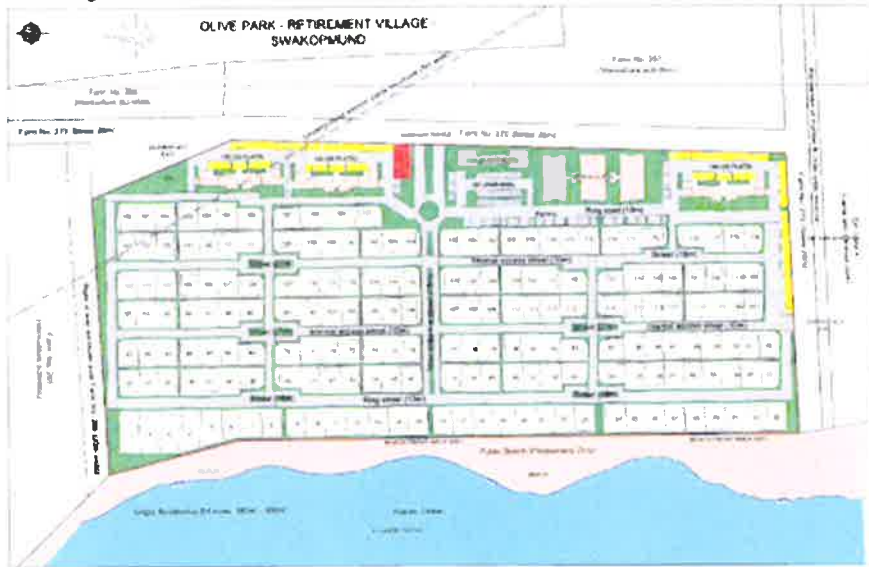


Figure 16: Draft site development plan for Portion 96 (Credit: Cobus Lotter Architects)

The site development plan was used to inform the design of the township layout. Minor adjustments were made to the layout and the latest layout dated 21 August 2024 is attached Annexure C (Figure 17). Additional detail such as contours, street widths, erf sizes, and the zoning schedule is provided on the attached township plan.



Figure 17: Proposed township layout plan for Portion 96 (see Annexure C)

The following will describe the number of land portions and sizes, the internal streets and widths, open spaces, beachfront greenbelt/shoreline protection, electric cable servitude, and services.

Number of land portions and sizes

The township layout comprise of the following land portions:

- 192x Land portions for the development of 192x detached dwelling houses with erf sizes ranging between 380m² to 650m² for independent living, to be zoned "Single Residential" with a density of dwelling unit per erf to prevent further subdivisions as this was a request from the owner.
- 3x Land portions (Portions 193, 194, and 197) for the development of 78x flats/apartments for independent or semi-independent living, to be zoned "General Residential 1" with a density of 1 dwelling unit per 100m².
- 1x Land portion (Portion 196) for a frail care facility with an ancillary and related services/amenities which will serve the retirement village, to be zoned "Institutional" with a bulk factor of 1.5
- 1x Land portion (Portion 195) for business use to serve the retirement village, to be zoned "General Business" with a bulk factor of 1.5
- 1x Land portion (Portion 198) for garages that can be bought by those in need of additional storage space, to be zoned "Special" to permit sectional title garages and storage units.
- 1x Land portion (Portion 199) reserved for the construction of a substation to serve the retirement village, to be zoned "Parastatal" which will be transferred to Erongo RED by the owner.
- 15x Land portions (Portions 200 to 214) are reserved as open space to improve pedestrian movement and access between neighbours and the beach, for services, and to create building setbacks for aesthetical purposes. These portions will be zoned "Public Open Space".

According to the attached preliminary *Engineering Services Report* (Annexure B), the sewer network should drain towards the lowest point on the western side of Portion 96. A pump station must be constructed at this point which will pump the sewerage into the existing municipal infrastructure. No "Local Authority" erf has been provided in the layout and is subject to review/input/comments from the Swakopmund Municipality. Portion 34 could be sacrificed or the pump station can be developed within the adjacent road reserve which is 30 metres wide.

Internal streets and widths

All land portions within Portion 96 will obtain access from internal streets rather than from the external road reserves. The main entrance/exit to the township will be from the eastern boundary with a secondary entrance/exit on the northern and southern boundaries

The street widths are for the entire road reserve and not only for vehicle lanes. Included in the road reserve will be:

- Space for pedestrians (footways or sidewalks);

- Landscaping (trees and/or plants) and street furniture;
- Vehicle parking; and
- Essential services (water, sewerage, electricity, street lights, telecommunication lines)

The following road reserves are proposed within the township layout:

- Main entrance: 18 metres (10m for cars, 4m for pedestrians/services, 4m for a middle island/palm trees).
- Ring street: 13 metres (8m for cars and 5m for pedestrians/services)
- Access streets: 10 metres (6m for cars and 4m for pedestrians/services)

Certain intersections have a wider street reserve of 18 to 20 metres to allow for landscaping and parking purposes.

Corner splays of 3.5m have been provided to create compact intersections that promote slower vehicle turning speeds, creating a safer environment for pedestrians/residents. The CSIR Red Book⁵ recommends a minimum corner splay of 3.5 metres, therefore, the provided corner splay meets this guideline.

No cul-de-sac streets are provided in the layout to ensure optimal accessibility for a retirement village.

The provided road reserve minimums are fully in accordance with the *Ministerial Town Planning Standards and Urban Design Guidelines for Principle Layout Plans* and the *Guidelines for Human Settlement Planning and Design (CSIR Redbook)* – see evaluation in Table 1 on page 21 of this report.

Open spaces

The retirement village will have numerous open spaces serving different functions as summarised below:

- >2.5 Meter wide open space links (Portions 202 to 213) between erven to allow neighbours to easily reach each other on foot and to create space for essential services. These open links will also add a setback distance between buildings to retain a certain aesthetical character.
- Five beach links (Portion 214) to allow easy access to the beach. Portion 214 provides a 2.5m wide greenbelt which will be a walkway.
- The percentage of open space is 6.73% which falls within the Ministerial standards which recommend between 5% to 10% for low to medium density areas.
- A higher percentage of public open space is not provided due to the following reasons:
 - Olive Park is located in a desert environment with limited water supply, therefore, it is not practical and sustainable to create large green parks.
 - The public beach situated west of Portion 96 will provide sufficient open space for recreational purposes. The beach area measures about

⁵ See page 30 of Chapter 7, Volume II

18,800m² in extent. If the beach area is taken into account as open space, then the fallout open space will be ±17.12%.

Beachfront Greenbelt/Shoreline Protection

Sediment deposits and erosion due to longshore drift is a natural process that can alter the position of a sandy shoreline. Shoreline erosion poses a significant risk to urban development and buildings.

Typically a wide greenbelt is provided along the beachfront boundary of townships to provide a safe setback distance from the shoreline for protection. At the same time, it creates a wider beach area for the public to access.

In this case, Portion 96 has a rocky shoreline that provides natural protection against shoreline erosion. Based on historical Google Earth imagery, the shoreline has not shifted significantly over two decades, therefore, the shoreline is stable and less likely to negatively impact dwelling units.

The western boundary of Portion 96 is situated 15 to 50 metres from the high-water tide mark. This is a sufficient setback distance for a rocky shoreline and will provide sufficient space for pedestrians to walk along the beach. This eliminates the need to provide a wide greenbelt.

Height above sea level ranges between 3.5 to 11.5 metres. The owner is proposing to increase the natural ground level of beachfront properties by at least a metre which adds further protection from the storm surges. Final recommendations will be made by the consulting engineer to provide suitable mitigations.

Due to the above reasons, a smaller 2.5 metre wide greenbelt (Portion 214) is provided in front of the beachfront even as this will provide a walkway for *Olive Park* residents. A wider greenbelt is not needed for protection against the shoreline.

Electric cable servitude

The underground electrical cable servitude as discussed on page 8 poses a development constraint. However, the township layout and design have not taken this servitude into account as the owner has decided to supply and install a new electric cable east of Portion 96 and within the planned road reserve at the cost of the owner and to the satisfaction of Erongo RED. This will permit the owner to develop a servitude area without restriction.

Services

The owner will appoint Lithon Project Consultants to design the installation and supply of bulk services to Portion 96 including internal services to each erf. The consultant has provided a preliminary *Engineering Services Report* which is attached Annexure B.

The provision, relocation, and/or supply for bulk and internal services will be provided at the cost of the owner to the satisfaction of Erongo RED and the Local Authority.

8. Applicable Policy/Legislation

The proposal has been evaluated in accordance with the following legislation and/or policies

Swakopmund Structure Plan 2020-2040

- o The Structure Plan was approved by the Minister of Urban and Rural Development on 26 April 2022 and Gazetted on 1 August 2022.
- o According to page 12 of the Structure Plan, it states:
 "The plan is to be used pro-actively and responsive to the expected development needs, giving it a high degree of flexibility to respond to the market demands experienced. A Structure Plan is a 'live' document and as such will be reviewed and updated at least every five to ten years in order to respond to changing market forces and address changing social and economic trends."
 Therefore, although a legal document, the policies and plans should not be interpreted strictly as it encourage a high degree of flexibility.
- o The owner has provided sufficient evidence to establish that an oyster farm is not financially feasible due to the receiving ocean environment and that the development of a residential township is needed and desirable. Therefore, changing the land use from a maricultural farming activity to a retirement village is acceptable as it is in response to a change in environmental and economic factors.
- o According to Figure 77 on page 93 of the Structure Plan, the southern half of Portion 96 falls in a 'low density residential area' which calls for densification through different housing typologies. Different housing densities will be provided in *Olive Park*, ranging from freehold plots to high-rise apartments.
- o Under point 6.8.3 *Swakop Salt Pans* (on page 99 of the Structure Plan) it identifies the area north of the recently planned and formalised residential area can accommodate an upmarket and new residential edge, which can capitalise on the magnificent view over the salt pans and its associated bird life. The same policy can apply to Portion 96.
- o On page 119, under A. Low Residential Density, it identifies a new precinct to be included in this area which is the **Mile 4 residential precinct** that is about 60 hectares in extent. This precinct is to be developed in a way that the residential units have unrestricted visual access to view that is the salt pans. Portion 96 is well-positioned to form part of this new residential precinct.
- o In terms of Figure 85, the Shoreline Precinct on page 100 of the Structure Plan, it recommends that access to the bird area be retained. *Olive Park* will not remove this access. Furthermore, it recommends a public node and tourism destination area. This will not be implemented, as the owner has not identified a market demand for this. It further recommends that permanent buildings should be set back 200m from the sea. The township layout does not meet this requirement as the appointed engineer will provide alternative mitigations to address coastal hazards.
- o According to Map 7 on page 124, it appears Portion 96 is excluded from the residential zone "A1" and "A" and part of the eco-zone "P". This appears contrary

to Figure 99 on page 93 of the very same Structure Plan. It could be argued that *Olive Park* is not fully in accordance with the Structure Plan. However, this will be a rigid and inflexible interpretation, which is also contrary to policy on page 12 of the Structure Plan which encourages "a high degree of flexibility" to respond to changing market demands. Portion 96 is well positioned to be included in zones "A" or "A1" and form part of the new Mile 4 residential precinct.

- Section 63(2) of the Urban and Regional Planning Act of 2018, states that the establishment of a township in a local authority area which does not have an authorised planning authority or which is not in accordance with the urban structure plan which has been approved in terms of the Act must be approved by the Minister of Urban and Rural Development in accordance with Part 2 of Chapter 9 of the Act.
- It is implied that a township establishment application can be supported, even if it is not in accordance with the urban structure plan. It just means that the township establishment must be submitted to the Minister for approval which will be implemented once consent has been received from the Swakopmund Council.
- In conclusion, *Olive Park* is in accordance with some policies and plans of the Swakopmund Structure Plan and in some cases, it is not. Whatever the case may be, the Structure Plan does allow for a "high degree of flexibility" to respond to changing market demands. The owner has provided sufficient evidence to suggest that Portion 96 is no longer financially viable for oyster farming, and is better suited to be developed into a retirement village.

Swakopmund Property Policy of 2012

- Paragraph 11 of the Property Policy sets out how endowment fees are levied which are applicable for the establishment of a new township. The relevant extracts are provided below:
 1. *That where a subdivision involves no rezoning and no streets or other public places are created by reason thereof an endowment of 7.5% of the land value (market value as determined by the Municipal Valuer) of the first 10 erven and 1% of the value of additional erven created by the subdivision (but excluding the remainder) shall be payable.*
 3. *That upon the establishment of a new township, streets and other public places reserved for municipal purposes shall be transferred free of any compensation, transfer fees or any other costs whatsoever to the Municipality and an endowment as provided for in 1. above shall be payable in respect of the balance of the erven in the township.*
 6. *That no endowment or betterment be levied on land transferred to the local authority.*
- It is recommended that the above endowment/compensation fee be levied and that it should form part of the condition of approval for township establishment provided further that the Registrar of Deeds be requested not to register or transfer any erf until endowment/compensation has been paid to the Swakopmund Municipality.

Swakopmund Strategic Plan 2022-2026

- *Olive Park* will aim to align with the strategic objectives of the Council.
- Solar panels will be incorporated in the development budget which can help contribute to the Council's Renewable Energy Initiatives.

- Namibia Oysters (Pty) Ltd has assembled a professional team to implement and develop the township, which reduces the workload on municipal staff to implement township development projects.

Ministerial Town Planning Standards and Urban Design Guidelines

- The township layout, erf sizes, street widths, and public open space are fully in accordance with the Ministerial guidelines as evaluated in Table 1 below. The first column contains the applicable standard/guideline whereas the second column is the evaluation of whether the town planning layout meets that standard or not

Table 1 Evaluation of township layout in terms of the Ministerial Town Planning Standards and Urban Design Guidelines

STANDARD/GUIDELINE	EVALUATION
MINIMUM ERF SIZES	
<ul style="list-style-type: none"> • <i>The minimum erf size for single family housing (single residential) remain at 300m²</i> • <i>A range of residential erf sizes be planned for all future Principle Layout Plans to cater for alternative housing options, and</i> • <i>The Minister of Regional and Local Government, Housing and Rural Development may approve smaller erven for informal upgrading projects or ultra-low income housing projects or other special justified cases</i> 	<ul style="list-style-type: none"> • No single residential erf in <i>Olive Park</i> is smaller than 300m² and thus will comply with this guideline • Single residential erf sizes range between 380m² to 650m² and there will be sectional title options with or without frail care facilities which will help provide a variety of housing options in the retirement market and will comply with this standard • It is noted that <i>Olive Park</i> is a retirement village and the purpose is not to provide affordable housing
STREET LAYOUT AND WIDTHS	
<p><i>In terms of general street layouts, the street network should lead to a central public place or activity node. Furthermore, the street layout should complement the natural landscape and promote access and vistas to public areas.</i></p> <p><i>Street widths are subject to the level of development of land (vacant land vs in situ formalisation / upgrading). In this regard, the following is proposed</i></p> <ul style="list-style-type: none"> • <i>For vacant land, a minimum street width of 10m (6m for cars and 4m) for pedestrians and services required in street reserve), and</i> • <i>For in situ formalisation / upgrading, a minimum street width of 4m is acceptable for short access streets and 6m for longer access streets.</i> <p><i>Transport and movement systems design and used in urban areas are classified in terms of its function and purpose of form a clearly distinguished street hierarchy. In this regard, three basic classifications are used as follows</i></p> <ul style="list-style-type: none"> • <i>The highest order streets are called major arterials or traffic distributors and generally have a width of 20-30m,</i> • <i>The middle order streets are called neighbourhood arterials or collector streets and generally have a width of 13-20m, and</i> 	<p><i>Olive Park</i> has a street layout which complements the ocean as all erven are orientated to face the ocean. The main entrance and ring street leads to the public beach and open space links add ocean view corridors. Therefore, <i>Olive Park</i> will comply with the general street layout guidelines</p> <p>Portion 96 is surrounded by external road reserves/servitudes with widths between 20 to 30 metres but no direct access will be taken from these higher order streets</p> <p>The smallest internal road reserve will be 10 metres and will provide access to a limited number of single residential erven. The ring street will be 13 metres wide and will act as a collector of traffic, giving access to a wider range of single residential and non-residential erven, and finally, the main entrance will have a road reserve of 18 metres which is a typical middle order street. <i>Olive Park</i> will comply with street width minimums</p> <p>The road reserves will include space for pedestrians (sidewalks), services, vehicle parking, and municipal services, and will comply with this guideline.</p>

STANDARD/GUIDELINE	EVALUATION																				
<ul style="list-style-type: none"> The lowest order streets are referred to as access streets and are generally 10-13m wide <p>The street widths are for the entire street reserve and not only for driving lanes for vehicles. Included in the street reserve must be:</p> <ul style="list-style-type: none"> space for pedestrians (footways); landscaping (planting) & street furniture; bicycle lanes; vehicle parking; and municipal services (water, sewerage, communication, electricity, lighting) 	<p>The layout makes provision for a total of three access points, the main entrance from the east, and emergency access on the northern and southern boundaries</p> <p>In conclusion, the general street layout and minimum street widths of Olive Park are fully compliant with the Ministerial Town Planning Standards and Urban Design Guidelines of 2013</p>																				
PUBLIC OPEN SPACE																					
<p>Public Open Spaces should not only be provided for sufficiently in the layout plan but should also be developed and maintained in such a way to be multi-functional and promote social interaction and accessibility (neighbourhood parks should be within 500m walking distance and 1km for vehicle access at a ratio of 1 park per 300m erven)</p> <p>Erf prices should include development costs of public open spaces. Private developers (via private public partnerships) can contribute to fund and develop open spaces before the construction of projects commences. However, spending of funds by the authorities should focus on the provision and strengthening of public areas and facilities.</p> <p>The current standard for provision of public open spaces in terms of percentage of developable land is 10-15% for high density areas and 5-10% for medium to low density areas (and industrial areas) at a ratio of at least one open space per neighbourhood. Local Authorities should compile Public Open Space Policies and should ensure that these recreation / nature / public areas remain useful for its purposes</p> <p>Open Spaces are planned for various purposes like, nature parks, sports / recreation fields, social interaction spaces (urban squares), integrated movement systems, storm water drainage systems, etc. and are not 'vacant' land for residential or other urban infill development</p> <p>The table below indicates general design standards for public open space provision</p> <table border="1" data-bbox="411 1624 778 1765"> <thead> <tr> <th>Type</th> <th>Area per 200 house holds (1000 people)</th> <th>Size (sq/ / ha)</th> <th>Spatial distribution ratio</th> </tr> </thead> <tbody> <tr> <td>Play parks</td> <td>0.3 ha</td> <td>250-1000 m²</td> <td>1 per 1 km</td> </tr> <tr> <td>Linear parks</td> <td>0.4 ha</td> <td>4000 m²/ha</td> <td>1 per 1-2 km</td> </tr> <tr> <td>Neighbourhood parks</td> <td>0.5 ha</td> <td>500-1000 m²</td> <td>1 per neighbour hood</td> </tr> <tr> <td>Sports fields</td> <td>0.8 ha</td> <td>400-800 m²</td> <td>1 per neighbour hood</td> </tr> </tbody> </table>	Type	Area per 200 house holds (1000 people)	Size (sq/ / ha)	Spatial distribution ratio	Play parks	0.3 ha	250-1000 m ²	1 per 1 km	Linear parks	0.4 ha	4000 m ² /ha	1 per 1-2 km	Neighbourhood parks	0.5 ha	500-1000 m ²	1 per neighbour hood	Sports fields	0.8 ha	400-800 m ²	1 per neighbour hood	<p>A variety of public open spaces are provided in the layout to serve different functions and purposes as described below</p> <p>Portions 200 and 201 will help promote views of the ocean and salt pans, Portion 200 is 782m² and can be used as a playpark or for landscaping purposes</p> <p>Portions 202 to 213 are linear open spaces between erven to promote social interaction between neighbours and improve walkability throughout the layout. It also adds spacing between buildings and will meet the architectural vision of Olive Park.</p> <p>Portion 214 is a 25m wide greenbelt and walkway between beachfront erven and the beach. It has 5 pedestrian links to the beach each at least 5 metres wide. These links are aligned with the street to promote ocean-view vistas.</p> <p>A typical play park is not provided in the layout as Olive Park is situated adjacent to a public beach area which is about 18,800m² in area. This reduces the need to provide a play park within the township boundary as fallout open space is sufficient</p> <p>Olive Park is considered a medium-density area and a total of 6.73% of public open space as a percentage of developable area is provided. This meets the required guideline of 5-10% for medium to low density areas</p> <p>In conclusion, the provision of public open space within Olive Park is fully compliant with the Ministerial Town Planning Standards and Urban Design Guidelines of 2013.</p>
Type	Area per 200 house holds (1000 people)	Size (sq/ / ha)	Spatial distribution ratio																		
Play parks	0.3 ha	250-1000 m ²	1 per 1 km																		
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Sports fields	0.8 ha	400-800 m ²	1 per neighbour hood																		

Guidelines for Human Settlement Planning and Design (CSIR Red Book)

- The Ministerial guidelines are based on the Redbook guidelines, therefore, the township layout is fully in accordance with the Redbook as well.

ALAN Panhandle Guidelines

- There are no panhandles or servitudes in the township layout. Therefore, the ALAN Panhandle Guidelines do not apply.

Swakopmund Zoning Scheme

- The use of land or the use of buildings will be subject to the provisions of the Swakopmund Amendment Scheme No.12, as amended.
- Portion 96 is currently zoned "Undetermined" which permits the establishment of a township with consent from the Council.
- Different zones have been allocated to the land portions which are consistent with the zoning scheme, therefore, the township layout will not conflict with the Swakopmund Zoning Scheme, as amended.
- Portion 198 will be zoned "Special" for sectional title garages and storage units. Residents will then have the option to purchase a garage for additional storage space if needed.

Urban and Regional Planning Act of 2018:

- The establishment of a township will be implemented in accordance with Part 2 of Chapter 9 of this Act.

Environmental Management Act of 2007

- Township establishment and the creation of new internal roads are listed activities which require an Environmental Clearance Certificate. A scoping report will be submitted to the Environmental Commissioner to obtain an ECC. A valid ECC will be required by the Urban and Regional Planning Board before the township establishment will be approved. In the meantime, Swakopmund Municipality can provide a positive recommendation for the proposed township establishment as it will not conflict with the Environmental Management Act of 2007.

9. Potential Impacts

The following potential impacts have been identified and are addressed as follows:

Impact on services, traffic, and access

- The owner has appointed Lithon Project Consultants to prepare a preliminary *Engineering Services Report* which is attached Annexure B.
- The report adequately covers the required services which will be undertaken by the owner. Sufficient essential services can be provided.
- The development is not expected to create a traffic or access issue.

Impact of shoreline erosion/storm surges

- Shoreline erosion and storm surges are coastal hazards that can damage urban development. However, shoreline erosion is mitigated due to the natural rocky

formations (Figure 12) and rocky beach (Figure 13) which provide natural protection against erosion.

- 6. Lithon Project Consultants provided the following assessment for the protection against coastal hazards (see Annexure B):

“Appropriate measures to protect Portion 96 against coastal hazards, erosion and rising sea levels will be investigated as part of the detailed design and mitigation measures proposed where required. Measures that could be considered if it is required are:

- a *The construction of Revetments (Engineered embankments of large armour rock) against the beachfront or alternatively,*
- b *the construction of retaining walls combined with appropriate bulk earthworks to raise the low-lying erven to a safe level above the current natural ground level. (NGL)*

The above will be covered in the detail Design Report to be compiled.”

- 7. Implementing a larger setback/wider greenbelt was considered a potential mitigation measure, but was deemed not necessary as alternative mitigation measures will be implemented by the owner as recommended by the appointed engineer.

Impact of wind

- 8. The architect confirmed that houses will be developed in such a such that door openings and outside areas will face away from the south-westerly and east wind. The houses will be north-facing which will help keep homes warm and dry during sunny days.

Socio-economic impacts

- 9. Positive comments were received during public consultation between 28 June and 30 July (see Table 2 on page 25) which indicate general support for a retirement village.
- 10. Based on Council reports from 2022⁶, there have been back-and-forth discussions regarding the future use of the land (aquaculture vs a residential township) and who should benefit financially from such development.
- 11. The land was sold in 2006 for aquaculture purposes, and a pre-emptive right was registered against the title deed to ensure the owner does not obtain prime beachfront land under false pretences at a low price (N\$675,000) and then develop the land into a township. The Council may consider waiving their rights for a fair exchange or financial contribution such as returning 33% of the serviced erven back to the Council among other requirements.
- 12. These negotiations have not been finalised to date, therefore, a separate agreement still needs to be reached. In principle, the Council can recommend the township for approval, provided that a written agreement has been reached to resolve this outstanding matter.

Aesthetical impacts

- 13. The existing oyster pump station, existing buildings and fence will be removed which will eliminate potential negative impacts.
- 14. Olive Park will be subject to aesthetical guidelines which aim to provide a visually pleasing township that is developed in harmony with the receiving environment.
- 15. The proposed desalination plant pipeline may create a minor visual impact (see below).

⁶ OCM Item 11.1.46 of 27 January 2022 and OCM Item 11.1.19 of 30 June 2024.

Desalination Plant

- Based on discussions with HDF Energy (Table 2), they intend to construct a desalination plant north of Portion 96 on Farm No. 265 in support of their *Renewable Green Energy Project* in Swakopmund. Construction is expected to happen Q42025.
- Apart from minor visual and noise impacts, which can be mitigated, the proposed desalination plant is not expected to have a major negative impact on *Olive Park* or vice versa.
- Further discussions will be held with HDF Energy regarding their site development plans for the desalination plant.
- Preliminary suggestions are to locate the noise generator and pipeline as far north as possible to mitigate noise and visual impacts.

10. Public Consultation

The application was advertised in accordance with the Urban and Regional Planning Act of 2018.

A notice was placed in the Government Gazette on 1 July 2024, in the Namib Times and Namibian on 28 June and 5 July. Notices were on display at the site, near the Mile 4 Caravan Park turning circle, on the fence of Portion 96, and at the beach west of Portion 96 which were partially⁷ on display between 28 June and 30 July 2024. A notice was on display at the Swakopmund Municipality from 1 July to 30 July 2024. Lastly, adjacent landowners and the Ministry of Marine and Resources were notified by registered post on 5 July 2024. NamWater and Erongo RED were notified by email on 5 July 2024 to provide their input on the proposed township establishment. The deadline for objections was 17:00, Tuesday, 30 July 2024. Proof of consultation is attached in Annexure A.

No written objections to the proposed township establishment were received from adjacent owners or members of the public by the deadline date.

The following table provides a summary of comments and input received on the project:

Table 2: Summary of comments received during public consultation and response to each comment

Comments received	Response
<p>Janine Vorster (NamWater) Email dated 05 July 2024</p> <p>"Dear Johann</p> <ol style="list-style-type: none"> 1 Portion 96 Olive park will have no impact on NamWater infrastructure. 2 Just consult HDF Energy. They were looking to build a small Desalination plant here for the Green Energy plant of Swakopmund. Charmelle Fortuin-Ndlovu, Business Developer, Phone +264 81 7942766 3 For Portion 27, I will visit the site and get back to you on our assessment. <p>Regards Janine Vorster Operations Manager BU Coastal"</p>	<p>Mr Johann Otto (Stewart Planning) Email dated 08 July 2024</p> <p>"Dear Janine,</p> <p>Thanks for your prompt response and feedback on Portion 96. I have, as advised, made contact with HDF Energy regarding their desalination plant and requested their input/comments as well. Note that Charmelle Fortuin-Ndlovu has relocated to Kenya. The Namibia contact person is Iyaloo Akuaake iyaloo.akuaake@hdf-energy.com or 081 246 3337</p> <p>In the meantime I look forward to receiving your assessment for Portion 27 after your site visit</p> <p>Kind regards, Johann"</p>

⁷ The notice on the fence on Portion 96 went missing on 10 July and was replaced on 11 July 2024. However, the notice at the turning circle was on display from 28 June to 30 July 2024.

Comments received	Response
<p>Mrs A Oosthuizen (Interested Party) Whatsapp dated 10 July 2024</p> <p><i>'Good evening I saw your notice board about the planned retirement village north of Mile 4 I am very much interested in a plot, preferably a sea front plot! I do not know if you will be the developers as well, but PLEASE keep me posted Kindest regards, Anne Oosthuizen'</i></p>	<p>Mr Johann Otto (Stewart Planning) Whatsapp dated 12 July 2024</p> <p><i>'Good morning Anne,</i></p> <p><i>Thank you for your comment and interest in the retirement village north of Mile 4. I will send your request/interest to the developers and keep you posted with progress with the project</i></p> <p><i>We are currently in the public consultation phase which will end on 30 July 2024. During this time, we determine if there is any public support or objection to the project. Should you wish to show your support for the project, then you can submit a short statement in which you express your interest and support in the project. This can be submitted to me either via Whatsapp or via email otto@sp.com.na</i></p> <p><i>I will also be sharing with you the background information document/planning application, which will provide further background to what the project entails. If you have any questions, then please do not hesitate to contact me</i></p> <p><i>Yours sincerely, Johann Otto Stewart Planning'</i></p>
<p>Iyaloo Akuaake (HDF Energy) Email of 9 July 2024</p> <p><i>'Dear Johann</i></p> <p><i>Document well received. We will review and respond with any additional comments. Our EIA is available online for further details on the proposed desalination plant, link.</i></p> <p><i>Best regards Iyaloo Akuaake''</i></p>	
<p>Mrs Tashiya Walenga (HDF Energy) Email dated 17 July 2024</p> <p><i>'Dear Iyaloo,</i></p> <p><i>Can we get the scoping report or draft EIA for our review if already ready? We need to see how this venture affects our parcel and routes.</i></p> <p><i>Regards,</i></p> <p><i>Mrs. Tashiya Walenga'</i></p>	<p>Mr Johann Otto (Stewart Planning) Email dated 17 July 2024</p> <p><i>'Dear Mrs Walenga,</i></p> <p><i>I presume you are looking for the scoping report/draft EIA for proposed township on Portion 96. The scoping report/draft EIA has not been prepared yet – only the background information document is available for your review which is attached. Hopefully there is sufficient information in the BID to evaluate whether the project affects your parcel and/or routes.</i></p> <p><i>I have also been informed by the developer that the previous township layout on Portion 96 was granted an ECC as well.</i></p> <p><i>Kind regards, Johann'</i></p>

Comments received	Response
<p>Mrs Tashiya Walenga (HDF Energy) Email dated 17 July 2024</p> <p><i>Dear Johann,</i></p> <p><i>Thank you for the information Olive Parks seems posh 😊 We will have a look and get back to you in the second week of August if it is not too late Unfortunately, our Head of Technical will only be available then We will however try to give you feedback ASAP</i></p> <p><i>Regards, Mrs Tashiya Walenga</i></p>	<p>Mr Johann Otto (Stewart Planning) Email dated 17 July 2024</p> <p><i>Dear Tashiya,</i></p> <p><i>Thank you for your preliminary comments The deadline for comments, representations, suggestions or objections is before or on 17 00, Tuesday, 30 July 2024 so it will be appreciated if you can provide your feedback before this date as our submission will be during the first week of August</i></p> <p><i>The Olive Park developer is also interested regarding the exact position and design of the desalination plant, therefore, lets keep an open dialogue and keep each other up to date on the projects</i></p> <p><i>Regards, Johann</i></p>
<p>Iyaloo Akuaake (HDF Energy) Email dated 01 August 2024</p> <p><i>Dear Johann</i></p> <p><i>Thank you for the information provided regarding your proposed development We hope our EIA was able to give you some more detail on our project, particularly the desalination plant Our Renewable Project has explored various water sources with desalination being one of the them The image below illustrates the location of the proposed desalination plant in relation to Portion 96</i></p>  <p>IWS</p> <p><i>Some of the comments we have regarding our proposed development, are as follows</i></p> <ul style="list-style-type: none"> <i>• Most of the components for the desalination plant will be containedised.</i> <i>• The operations are expected to have a certain level of noise, this will be worth your consideration since you will be developing a residential area and the quietness of the area was an attraction to your development The noise as per our consultant will be somewhat</i> 	<p>Mr Johann Otto (Stewart Planning) Email dated 01 August 2024</p> <p><i>Dear Iyaloo,</i></p> <p><i>Many thanks for your email and comments on your project and for sharing the plan I will pass on this information to the Portion 96 developers Do you perhaps have a PDF copy of the plan shown in your email?</i></p> <p><i>Kind regards, Johann</i></p>

Comments received	Response
<p><i>minimised due to the containerised nature of the components</i></p> <ul style="list-style-type: none"> • <i>Operations are expected to occur over a 24 hour period</i> • <i>The pipeline from the desalination plant to project site does not at any point cross over the boundaries of Portion 96.</i> • <i>There will be an abstraction pipeline from the ocean to the desalination plant however the visual impact of this will be minimised. The best route with the least impact has been selected based on alternatives explored during the EIA study</i> • <i>Desalination remains our last option as we consider other reliable and secure water options for the Renewable Power Plant</i> • <i>Construction of the desalination plant, if selected, would be expected around Q4 2025</i> <p><i>Based on the comments above, we advise that you do consider the noise that will occur during the construction and operation phase of our project</i></p> <p><i>We do not foresee a negative impact of your proposed development on the proposed desalination plant</i></p> <p><i>Best regards Iyaloo Akuaake"</i></p>	

11. Conclusion

The following provides a summary of the report:

1. **Namibia Oysters (Pty) Ltd** is the registered owner of a 15-hectare plot situated north of the *Mile 4 Caravan Park* which is known as Portion 96 of Swakopmund Town and Townlands No.41.
2. Portion 96 was bought from the Municipal Council of Swakopmund (the Council) in 2006 to establish an oyster farm. However, oysters often died due to outbreaks of algal blooms (red tide) rendering the project a complete loss. An aquaculture expert was consulted to find possible mitigations, however, the expert confirmed that no feasible mitigations could be implemented and that the selected site is not suitable for any type of maricultural farming activity.
3. To recoup from the financial loss of the oyster farm investment, the owner has identified a need to develop a residential township. In particular, there is a growing demand for retirement living in Swakopmund, therefore, the intention is to establish an up-market retirement village which will be known as *Olive Park*.
4. The owner has appointed Stewart Planning to obtain the Council's consent to establish a new township on Portion 96 in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).
5. Portion 96 is considered a desirable location next to the ocean, in a quiet area, and has fantastic views of the salt pans. The soil conditions and topography are suitable

for township establishment and the rocky shoreline provides excellent protection against coastal hazards.

6. The proposed township is in accordance with some policies and plans of the Swakopmund Structure Plan and some cases, it is not. Whatever the case may be, the Structure Plan does allow for a "high degree of flexibility" to respond to changing market demands.
7. A township layout has been prepared which is based on the site development plan and urban design from the appointed architect. The township layout is indicated in Figure 17 on page 15 which is attached under Annexure C. The township will comprise 215 land portions of which 192 will be residential, 3 will be general residential, 1 general business erf, 1 institutional erf, 1 special erf for sectional garages, 1 parastatal erf for Erongo RED, and the rest as streets and public open spaces.
8. The township layout plan will be fully compliant with policies and laws such as the *Ministerial Town Planning Standards and Urban Design Guidelines of 2013*, *Guidelines for Human Settlement Planning (CSIR Red Book)*, *ALAN Panhandle Guidelines*, the *Swakopmund Zoning Scheme*, and the *Urban and Regional Planning Act of 2018*.
9. Potential impacts of shoreline erosion, storm surges, services, traffic, access, wind, socio-economic impacts, aesthetical impacts, and the proposed desalination plant north of Portion 96 have been taken into account. The owner will implement suitable measures to mitigate negative impacts.
10. The planning application was advertised between 28 June and 30 July 2024 and received positive comments from the public. No written objections or concerns to the proposed township have been received by the deadline date.
11. The owner has previously engaged the Council on alternative financial contributions with regards to waiving condition C of Deed of Transfer No. T1683/2009 without a final agreement. In principle, the township establishment can be recommended for approval, provided that the owner and the Council reach a final agreement. These negotiations will not form part of the scope of this report.
12. In conclusion, the establishment of a township on Portion 96 is considered needed and desirable and can be recommended for approval subject to conditions as provided on the following page.

12. Recommendation

After due consideration, it is recommended that:

1. The establishment of a township on Portion 96 (a portion of Portion B) of Swakopmund Town and Townlands No.41 be recommended for approval in terms of Section 109(2)(a) and 105(1)(b) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) subject to the following conditions:
 - a) Namibia Oysters (Pty) Ltd ('the owner') and the Municipal Council of Swakopmund ('the Council') must enter into a written agreement before the pre-emptive right registered under condition C of Deed of Transfer No. T1683/2009 will be waived, and the owner may not alienate or sell the property, or any portion thereof until the pre-emptive right has been waived by the Council.
 - b) the Registrar of Deeds be requested not to register and transfer any erf before confirmation has been received from the Council by way of a receipt or certificate under the hand of the Chief Executive Officer that condition C has been waived
 - c) that conditions A and B registered against Deed of Transfer No. T1683/2009 be deleted
 - d) that streets and public open spaces shall be transferred free of any compensation, transfer fees or any other costs whatsoever to the Council and that a compensation/endowment fee of 7.5% of the land value (market value as determined by the Municipal Valuer) of the first 10 erven and 1% of the land value of the remaining erven shall be payable to the Council
 - e) the Registrar of Deeds be requested not to register and transfer any erf before confirmation has been received from the Council by way of a receipt or certificate under the hand of the Chief Executive Officer that compensation/endowment has been paid

2. The township layout plan as indicated on drawing number PTN96/TE/11 dated 21 August 2024, be recommended for approval in terms of Section 109(2)(a) and 105(1)(b) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) subject to the following conditions:
 - a) amendments to the township layout is permitted provided that the number and size of the erven shall not vary by more than 10% provided that the percentage of Public Open Space shall not be less than 5%, and that the road reserves shall not be reduced in width.
 - b) the owner shall implement suitable mitigation measures to protect the township from coastal hazards as recommended by the consulting engineer.
 - c) that the following portions of land be reserved as follows:
 - i) Portions 1 to 192 be zoned Single Residential with a density of 1 dwelling unit per erf (1 ERF) and no further subdivisions be permitted.
 - ii) Portion 198 be zoned Special for sectional title garages and storage units.
 - iii) Portion 199 be zoned Parastatal and be transferred to Erongo RED at the cost of the owner
 - iv) Portions 200 to 214 be zoned Public Open Space and be transferred to the Council at the cost of the owner
 - v) Portion 215 and the Remainder of Portion 96 of Swakopmund Town and Townlands No 41 be reserved as Street for the Council.

Yours sincerely,


Bruce Stewart
Town & Regional Planner



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


Johann Otto
Town & Regional Planner



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

ANNEXURE B - ENVIRONMENTAL CLEARANCE CERTIFICATE

ECC - 2300426

Serial:231LkbV426



REPUBLIC OF NAMIBIA
MINISTRY OF ENVIRONMENT, FORESTRY AND TOURISM

OFFICE OF THE ENVIRONMENTAL COMMISSIONER

ENVIRONMENTAL CLEARANCE CERTIFICATE**ISSUED**

In accordance with Section 37(2) of the Environmental
 Management Act (Act No. 7 of 2007)

TO

Namibia Oysters (Pty) Ltd
 P.O.Box 2921, Swakopmund

TO UNDERTAKE THE FOLLOWING LISTED ACTIVITY

**Township Establishment on Portion 96 (a Portion of Portion B) of
 Swakopmund Town and Townlands No. 41, Erongo region.**

Issued on the date: 2023-05-23
 Expires on this date: 2026-05-23

ENVIRONMENTAL COMMISSIONER

(See conditions printed over leaf)

This certificate is printed without erasures or alterations



ECC –

CONDITIONS OF APPROVAL

- 1 This environmental clearance is valid for a period of 3 (three) years, from the date of issue unless withdrawn by this office
- 2 This certificate does not in any way hold the Ministry of Environment, Forestry and Tourism accountable for misleading information, nor any adverse effects that may arise from these activities. Instead, full accountability rests with the proponent and its consultants
- 3 This Ministry reserves the right to attach further legislative and regulatory conditions during the operational phase of the project



REPUBLIC OF NAMIBIA

MINISTRY OF ENVIRONMENT, FORESTRY AND TOURISM

Tel (00 26461) 284 2111
 Fax (00 26461) 232 057

Off Robert Mugabe A
 Dr. Werner H. Schmidt Street
 Private Bag 13092
 Windhoek
 Namibia

OFFICE OF THE ENVIRONMENTAL COMMISSIONER**NOTIFICATION OF DECISION****REF NUMBER: ECC2300426****DATE OF ISSUE: 23 May 2023****DETAILS OF PROPONENT:**

VAN DER WESTHUIZEN TOWN PLANNING & PROPERTIES CC
 PO BOX 1598 SWAKOPMUND

Dear Sir/ Madam

SUBJECT: NOTIFICATION ON APPLICATION FOR ENVIRONMENTAL CLEARANCE TO UNDERTAKE THE PROPOSED LISTED ACTIVITY: TOWNSHIP ESTABLISHMENT ON PORTION 96 (A PORTION OF PORTION B) OF SWAKOPMUND TOWN AND TOWNLANDS NO. 41

Notice is herewith given in accordance with section 37(2) of the Environmental Management Act, Act 7 of 2007 and Environmental Impact Assessment Regulations of 2012 (GG 4878); that a decision in respect to your application No. APP 230316001138 for Environmental Clearance Certificate to undertake a listed activity has been reached.

DECISION

An Environmental Clearance Certificate (ECC) to undertake the listed activities specified in the environmental assessment report and draft management plan dated March 2022, is granted (ECC2300426). The applicant / proponent is therefore advised to comply with conditions of approval set out in **Section C** of this notification.

A. DETAILS OF THE PROPOSED ACTIVITY**AI: TITLE OF THE PROPOSED ACTIVITY**

TOWNSHIP ESTABLISHMENT ON PORTION 96 (A PORTION OF PORTION B) OF SWAKOPMUND TOWN AND TOWNLANDS NO. 41 ERONGO REGION



"Stop the poaching of our rhinos"

All official correspondence must be addressed to the Executive Director

A2: DETAILS OF ASSESSMENT PRACTITIONER

Andrew van der Westhuizen (TOWN PLANNER & EAP) | 0811224661 (T)
N/A (F) | 0811224661 | andrew@vdtwp.com

A3: LOCATION OF PROPOSED ACTIVITY

(Annexure A - proposed site map)

B. RELEVANT LISTED ACTIVITIES

Legislation	Description of Listed Activity	Relevance to Proposed Activity
Regulation 29 of Government Notice No. 29 of 2012	LAND USE AND DEVELOPMENT ACTIVITIES 5.1 The rezoning of land from - (a) residential use to industrial or commercial use; (b) light industrial use to heavy industrial use; (c) agricultural use to industrial use; and (d) use for nature conservation or zoned open space to any other land use. 5.2 The establishment of land resettlement schemes. 5.3 Construction of veterinary protected area or game proof and international boundary fences. capacity of more than 30 cubic meters at any one location	TOWNSHIP ESTABLISHMENT ON PORTION 96 (A PORTION OF PORTION B) OF SWAKOPMUND TOWN AND TOWNLANDS NO. 41 ERONGO REGION

C. CONDITIONS**C1: Conditions of Approval**

1. This certificate does not in any way hold the Ministry of Environment, Forestry and Tourism accountable for misleading information, nor any adverse effects that may arise from these activities. Instead, full accountability rests with the proponent and its consultants.
2. This Ministry reserves the right to attach further legislative and regulatory conditions during the operational phase of the project.
3. Regular environmental monitoring and evaluations on environmental performance should be conducted. Targets for improvements should be established and monitored throughout this process.

C2: Clearance Certificate Validity

1. This environmental clearance is valid for a period of 3 (three) years, from the date of issue unless withdrawn by this office.

2. On expiry of the ECC, the proponent is required to submit within a period not exceeding one month, and in the prescribed form and manner an application to the Office of the Environmental Commissioner for the renewal of the ECC.
3. Failure to renew an expired environmental clearance certificate shall result in permanent termination of the environmental clearance certificate.

C3: Compliance with authorization under other laws

4. All other applicable and required permits or authorization from relevant competent authorities must be obtained prior to commencing the proposed activities and accordingly adhered to.

C4: Implementation and Monitoring

5. The granting of the Environmental Clearance Certificate (ECC) constitute, an approval for the implementation of mitigation measures proposed in your approved Environmental Management Plan (EMP), hence making the approved EMP legally binding document.
6. The proponent shall appoint a suitably experienced environmental control officer, or site agent where appropriate, before the commencement of any listed activities to ensure compliance with the conditions of approval and mitigation stipulated in the approved EMP
7. A copy of the Environmental Clearance Certificate (ECC), EMP, Environmental Audit and monitoring reports must be kept at the site of the authorized activity and readily available for inspection by officials of the Ministry and registered Interested and affected Parties (I&APs) on request.
8. Should any heritage remains be exposed during excavations or any other actions on the site, these must immediately be reported to the National Heritage Council of Namibia. Heritage remains uncovered or disturbed during earthworks must not be further disturbed until the necessary approval has been obtained from National Heritage Council.
9. Using the best and affordable methodology, the Proponent must ensure that all listed activity's operations footprints are thoroughly rehabilitated prior to closure of the operation. Wherever possible, the Proponent must proceed with the rehabilitation process concurrently with the progression of the project rather than wait until the damage is far beyond the available means of management.
10. The general standard for all rehabilitation processes must at all costs aim at restoring the natural character of the environment to the satisfaction of the Ministry of Environment, Forestry and Tourism. Such rehabilitation processes shall be inspected and certified satisfactory or unsatisfactory by the Ministry of Environment, Forestry and Tourism. Where a certificate of unsatisfactory is issued, the Proponent shall be advised to carry-out certain tasks to meet the requirements. Failure to meet the basic rehabilitation requirements shall be regarded by this Ministry as a breach of this contract and of which serious consequences shall follow.
11. Officials of the environmental commissioner's office may from time-to-time conduct spot-inspection (non-auditing) without prior notice and or Auditing Inspection (dates to be agreed prior to arrival to the site), hence access to the site and the aforementioned documentation must be granted to any authorized official representing the Office of the Environmental Commissioner and Registered Interested and Affected Parties (I&APs)
12. Any changes to, or deviations from the scope of the alternative described in section B above must be accepted or approved, in writing, by the Office of the Environmental Commissioner before such changes or deviations




may be implemented. In assessing whether to grant such acceptance/ approval or not, the Competent Authority may request information in order to evaluate the significance and impacts of such changes or deviations, and it may be necessary for the holder to apply for further authorisation in terms of the applicable legislation.

13. Officials representing the Office of the Environmental Commissioner must be, in possession and or by request and for the purpose of inspection referred to in C4(11) present their staff identification card in order to gain entry to the premises
14. The proponent is required, from the date of commencing implementation of project activities, to compile and submit environmental monitoring reports (on project progress and the environmental management profile) on a bi-annual basis to Office of Environmental Commissioner
15. Any changes to, or deviations from the scope of project activities approved in respect to the assessment received and reviewed for the purpose of granting this ECC Number (ECC2300426) are subject to an amendment application and approval by the Environmental Commissioner prior to adopting / implementing any such changes / deviations.
16. For the purpose of amending and or transferring the ECC, the proponent submit in the prescribed form and manner an application to the Office of the Environmental Commissioner, clearly indicating the need for amendment and or transfer of the ECC
17. Non-compliance with a condition of this Environmental Clearance Certificate or EMP may render the Proponent liable to criminal prosecution.

D. DISCLAIMER

The decision taken by the Office of Environmental Commission is based mainly on information provided by the proponent or their representative, therefore, it must be noted here that the proponent is accountable for any wrong and misleading information that may have been presented in the environmental assessment documents.

Yours Sincerely,



Timoteus Mafeti
ENVIRONMENTAL COMMISSIONER



PROPOSED TOWNSHIP ESTABLISHMENT ON PORTION 96 (A PORTION OF PORTION B) OF SWAKOPMIND TOWN AND TOWNSHIP NO. 41 COMPRISING OF 206 LOTS AND THE REMAINDER (STREET)	
CLIENT: TOWNSHIP ESTABLISHMENT	CONSULTANT: MUNICIPAL PLANNING
DRAWING NO: 2025/01	DATE: 2025/01
SCALE: 1:500	DRAWN BY: [Name]
CHECKED BY: [Name]	APPROVED BY: [Name]

ANNEXURE D - LETTER TO THE CONSULTANT

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

Ref: 17/1/4/2/1/14 & 17/1/4/1/5

Enquiries: J. Heita

15 January 2025

Stewart Planning Town and Regional Planners
P.O. Box 2095
WALVIS BAY
13013
Namibia

Dear Mr. B Stewart

TOWNSHIP ESTABLISHMENT ON PORTION 96 OF SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41 AND LAYOUT APPROVAL (17/1/4/2/1/14 & 17/1/4/1/5)

Your application dated 30th August 2024 and served at the Management Committee meeting on the 14th of November 2024 bears reference.

The layout accompanied the application had been scrutinized and the following aspects need to be attended to, to ensure compliance with the Town Planning Standard and Urban Design Guidelines and Council Standards and Guidelines, before the resubmission of the application to the Management Committee.

(a) Access to the development from the existing road network be clearly defined and indicated.

The current layout plan does not indicate direct access from the existing road network, clarification is needed on whether access roads will be constructed concurrently with the municipal services on the erf.

Council has maintained a standard of not less 12m street width. This is evident in the new townships such as Matutura, Swakopmund Extensions 14, 32, 33 and 36 and Myl 4 Extension 1 and 2. Therefore, the width of 10m for the internal streets cannot be considered for the proposed development.

lta




(b) That the public open spaces be provided for as per the Town Planning Standards and Urban Design Guidelines.

According to the Town Planning Standard and Urban Design Guidelines, public open spaces should not only be provided for meeting the required percentage but should be developed and maintained in such a way to be multi-functional and promote social interaction and accessibility.

The provision of the public open space for developable land for high density areas is 10-15% and 5-10% for medium and low density areas. The current layout made provision just for 6.73%, however this is a high density area, given the sizes of erven.

(c) That the 5-meter-wide underground electric cable be rerouted at the cost of the applicant

I trust that you will find the contents of this letter in order. Should you require clarification, please do not hesitate to contact the Manager, Town Planning at telephone number (064) 4104403 or email jh@ta.govt.nz

Yours faithfully,

C McClune
GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES
JA



11.1.4 **ALLOCATION OF ERF 7102, SWAKOPMUND, EXTENSION 26 TO THE NEXT QUALIFYING BUILD-TOGETHER BENEFICIARY**
(C/M 2025/02/27 - E 7102)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.4** page **67** refers.

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

1. **INTRODUCTION**

The purpose of this submission is to approve the next qualifying Build Together beneficiary for allocation of Erf 7102, Swakopmund, Extension 26.

This item was discussed at the Build Together Committee (BTC) meeting on **13 November 2024** under item 6.1.

2. **BACKGROUND AND DISCUSSION**

On **30 April 2024** under item 11.1.10 Council resolved the following:

- (a) ...
- (b) ...
- (c) *That Erf 7101, Extension 26, Swakopmund be allocated to Ms. Prieska Karipo instead of Erf 7105 currently being occupied by Messrs Mervin Dennis Domestic Solution CC.*
- (d) *That Erf 7105, Ext 26, Swakopmund, and remaining vacant Erf 7102, Extension 26, Swakopmund be re-allocated to the next Build Together Beneficiary in line from the Master Waiting List once Messrs Mervin Dennis relocates its operations to Erf 7979 and 7980.*
- (e) ...
- (f) ...

With reference to point (d) Erf 7105, Swakopmund is still occupied by Mervin Dennis and has not yet been relocated to the two approved zoned business erven. However, the allocation of Erf 7102, Swakopmund is now being executed as resolved above.

The allocation of the qualifying beneficiary will be administered according to the Build Together repayment schedule attached as **Annexure "B"**. According to the Build Together Guideline, the beneficiary will be required to fall between the income bracket of **N\$3,000.00 to N\$6,000.00**.

The beneficiary will be notified of that the maximum repayment loan amount of **N\$80,000.00** that is excluding all rates and taxes and bond insurance.

3. **CURRENT SITUATION**

According to the Project Identification Report (PIR), the next qualifying beneficiary is:

A	B	C	D	E	F	G	H	I	J
SURNAME	NAMES	ID	INCOME	LOAN AMOUNT	REF	REF.	APPLICATION DATE	REMARKS	
28 Nghitonywa	Maria Ndiishi - Nghitonywa	71080200924	NAD 4 615.08	NAD 80 000.00	BT	393	2010/04/26	called on 14.10.2024- agree to bring updated payslip on 15.10.2024 Resides in DRC	

The following assessment criteria were followed to select the beneficiary (Ms Maria Nghitonywa):

- The beneficiary is a Namibian citizen (Swakopmund resident) and is above 21 years of age;
- The beneficiary lives in an informal settlement (a shack) **or** low-income families, i.e. income that is not exceeding **N\$6,000.00** or low- middle-income earner who does not have access to credit from any financial institution;
If the beneficiary is 50 years old and above, they should have a co-applicant whose monthly

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

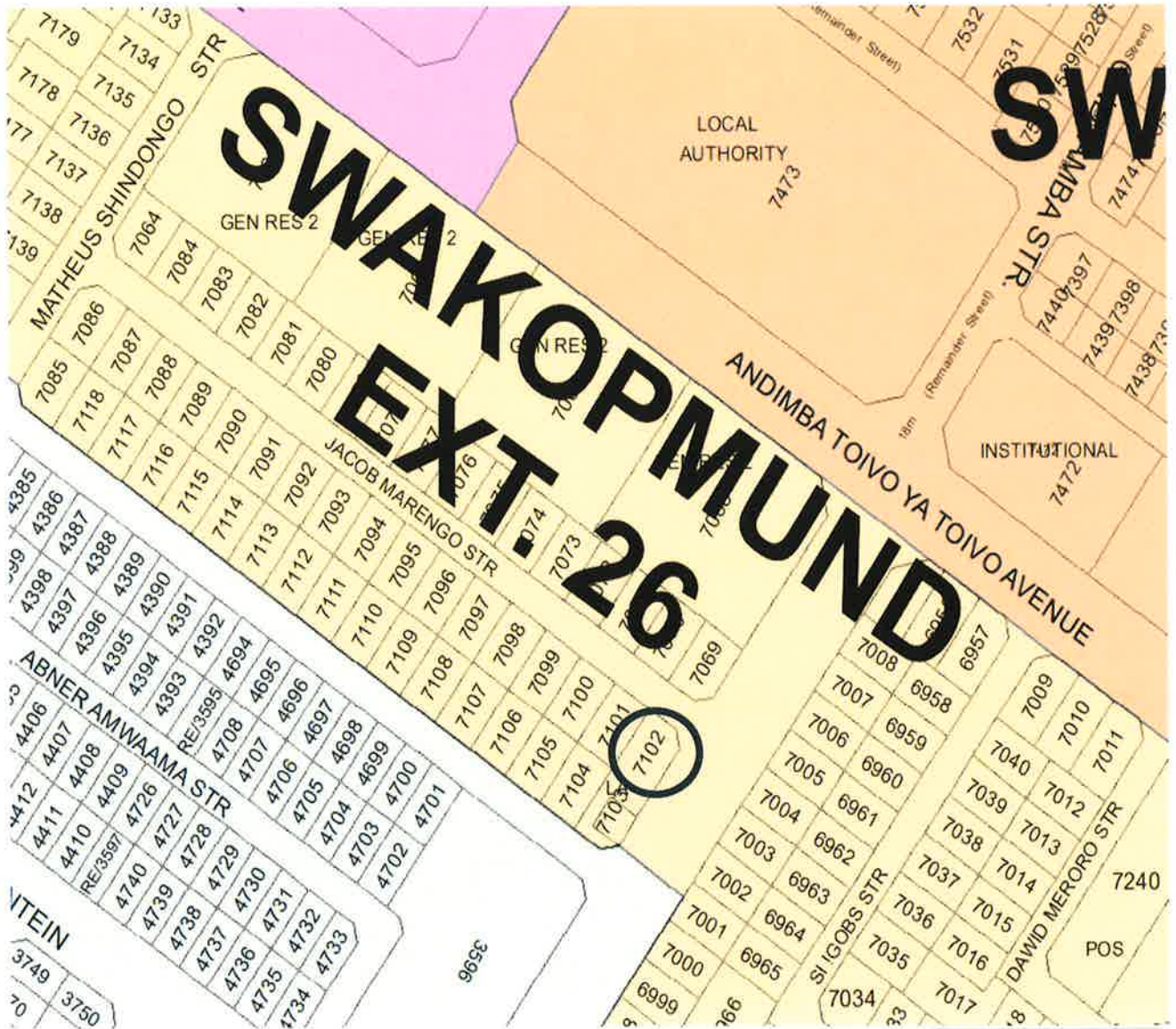
RECOMMENDED:

- (a) That Council approves the allocation of Erf 7102, Swakopmund, Extension 26 to Ms Maria Nghitonywa as follows:

No.	Name and Surname	Erf No.	Size	Zone	Purchase Price
1	Maria Nghitonywa	7102	414	Single Residential	N\$9,200.00

- (b) That Council takes note that an assessment criterion was conducted before allocation of the erf.
- (c) That Ms Nghitonywa qualifies for a maximum loan amount of N\$80, 000.00 and must repay N\$620.24 per month excluding charges on her services account.
- (d) That the erf purchase price of N\$ 9 200.00 be deducted from the loan amount of N\$ 80 000.00.
- (e) That Ms Nghitonywa may construct a Container house unless she proves to be financially able to construct an L-shaped house.
- (f) That the beneficiary takes note that Council will not consider any appeals for assistance from beneficiaries who are not able to finish construction of the house within the prescribed period.

ANNEXURE "A"



41,000							317.87
42,000							325.63
43,000							333.38
44,000							341.13
45,000							348.88
46,000							356.64
47,000							364.39
48,000							372.14
49,000							379.9
50,000							387.65
51,000							395.4
52,000							403.16
53,000							410.91
54,000							418.66
55,000							426.41
56,000							434.17
57,000							441.92
58,000							449.67
59,000							457.43
60,000							465.18
61,000							472.93
62,000							480.69
63,000							488.44
64,000							496.19
65,000							503.94
66,000							511.7
67,000							519.45
68,000							527.2
69,000							534.96
70,000							542.71
71,000							550.46
72,000							558.22
73,000							565.97
74,000							573.72
75,000							581.47
76,000							589.23
77,000							596.98
78,000							604.73
79,000							612.49
80,000							620.24

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

11.1.5

OBJECTION BY MS EVA KAPENA MATUNDU FOR DONATION OF ERF 9536 TO MR SIMION KAO IN EXTENSION 37, SWAKOPMUND

(C/M 2025/02/27 - E 9536)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.5** page **73** refers.**A. This item was submitted to the Management Committee for consideration:****1. INTRODUCTION**

The purpose of this submission is to inform Council of an objection received from Ms Eva Kapena Matundu regarding the donation of Erf 9536, Extension 37 to Mr Simion Kao.

2. BACKGROUND

On **03 September 2024**, under item 11.1.24, Council approved the donation of **124** out of **209** erven in Extension 37, Swakopmund to residents residing on the erven as part of the first phase which will be followed by a second and third phases.

“(a) That Council approves the first phase of donation of 124 out of 209 erven in Ext 37 to the residents with high and middle income as follows:

38	9490 (7/7)	363	Filipus Shafokulua	Paulus	9490 (7/7)	363	95070800699	N\$66 000.00	NAD 4 857.76	Middle Income	25/Jan/2023
39	9491 (2/2)	375	Festus	Sheetheni	9491 (2/2)	375	86090200484	N\$68 000.00	NAD 33 772.33	High Income	6/Feb/2023
40	9492 (1/1)	375	Timoteus	Nangolo	9492 (1/1)	375	80123100038	N\$68 000.00	NAD 6 500.00	High Income	6/Feb/2023
41	9493 (2/2)	375	Rispa Nepemba	Kapolo	9493 (2/2)	375	79121310335	N\$68 000.00	NAD 5 380.79	Middle Income	6/Feb/2023
42	9494 (3/3)	375	Jeremia	Kapulwa	9494 (3/3)	375	78101310266	N\$68 000.00	NAD 5 281.05	Middle Income	14/Mar/2023
43	9495 (1/2)	375	Leonard	Mateus	9534	375	70102000875	N\$68 000.00	NAD 3 600.00	Middle Income	22/Feb/2023
44	9496 (1/1)	375	Abiatar	Hango	9496 (1/1)	375	80032210310	N\$68 000.00	NAD 5 790.00	Middle Income	6/Feb/2023
45	9501 (4/4)	493	Zenouanga	Ndukireepo	9501 (4/4)	493	84100910417	N\$88 000.00	NAD 3 386.00	Middle Income	7/Feb/2023
46	9503 (1/2)	375	Aloisa	Ama-Goas	9503 (1/2)	375	54072200123	N\$68 000.00	NAD 3 198.66	Low Income	7/Feb/2023
47	9504 (1/5)	375	Hilja	Kafita	9504 (1/5)	375	81082210226	N\$68 000.00	NAD 26 027.00	High Income	7/Feb/2023
48	9506 (2/2)	364	Ela	Hoko	9506 (2/2)	364	68050400697	N\$66 000.00	NAD 3 132.75	Middle Income	6/Feb/2023
49	9508 (2/2)	387	Vilho Nghidanenwa	Mwafenge	9508 (2/2)	387	72080400657	N\$70 000.00	NAD 20 150.00	High Income	20/Jan/2023
50	9509 (2/4)	400	Maiakia Tuunyengendje	Amunkete	9509 (2/4)	400	84091110614	N\$72 000.00	NAD 7 500.00	High Income	20/Jan/2023
51	9510 (2/2)	400	Lukas Natangwe	Iimbili	9510 (2/2)	400	97112900069	N\$72 000.00	NAD 3 200.00	Middle Income	23/Jan/2023
52	9511 (2/2)	400	Justus Shalimba	Shangula	9511 (2/2)	400	77101500277	N\$72 000.00	NAD 4 347.31	Middle Income	24/Jan/2023
53	9512 (4/4)	861	Junias Angula	Mwalengwanasho	9512 (4/4)	861	80120810115	N\$154 000.00	NAD 10 775.00	High Income	24/Jan/2023
54	9515 (2/2)	363	Timoleus Nghinaunyo	Ndweda	9515 (2/2)	363	83031410057	N\$66 000.00	NAD 12 509.87	High Income	24/Jan/2023
55	9520 (1/1)	440	Christof	Boois	9520 (1/1)	440	89052800235	N\$80 000.00	NAD 3 500.00	Middle Income	24/Jan/2023
56	9521 (9/11)	426	Martina	Muzanima	9521 (9/11)	426	78022500054	N\$76 000.00	NAD 12 921.17	High Income	24/Jan/2023
57	9523 (2/2)	400	Lukas	Inane	9523 (2/2)	400	85052710720	N\$72 000.00	NAD 3 982.00	Middle Income	23/Jan/2023
58	9525 (1/3)	400	Kavakerua	Tjirambi	9525 (1/3)	400	90031301134	N\$72 000.00	NAD 10 560.00	High Income	23/Jan/2023
59	9528 (1/7)	363	Absalom	Tjenda	9528 (1/7)	363	83021610692	N\$66 000.00	NAD 6 665.27	High Income	25/Jan/2023
60	9530 (1/2)	375	Nicodemus Hanganee	Nambimbo	9530 (1/2)	375	77122700275	N\$68 000.00	NAD 4 000.00	Middle Income	18/Jan/2023
61	9533 (2/2)	375	Aina Ndapandula	Kadhila	9533 (2/2)	375	87062300427	N\$68 000.00	NAD 4 160.00	Middle Income	6/Feb/2023
62	9536 (3/5)	375	Simon	Kao	9536 (3/5)	375	76041400459	N\$68 000.00	NAD 4 233.00	Middle Income	9/Feb/2023
63	9538 (1/2)	362	Lourens	Ndura	9578	375	81111610169	N\$68 000.00	NAD 3 500.00	Middle Income	18/Jan/2023
64	9540 (1/3)	376	Naftaline Nacky Venalye	Mburuu	9540 (1/3)	376	76062600325	N\$68 000.00	NAD 3 653.74	Middle Income	19/Jan/2023
65	9545 (5/5)	375	Eliphas Nghudilwash	Kandudulu	9545 (5/5)	375	81031500065	N\$68 000.00	NAD 5 518.68	Middle Income	25/Jan/2023
66	9547	375	David Nghililwa	Nghilwa	9547	375	77050500763	N\$68 000.00	NAD 5 584.35	Middle Income	9/Feb/2023
67	9548 (8/12)	375	Honesa Nghitila	Eliaser	9548 (8/12)	375	90010700927	N\$68 000.00	NAD 4 933.30	Middle Income	20/Jan/2023
68	9549 (1/3)	363	Shipingana Gebhard	Kephas	9549 (1/3)	363	91031300570	N\$66 000.00	NAD 5 137.36	Middle Income	24/Jan/2023
69	9550 (2/7)	363	Johannes Velishavo	Kamukwatange	9550 (2/7)	363	92061100732	N\$66 000.00	NAD 8 010.80	High Income	22/Feb/2023
70	9551 (2/4)	375	Mathias Navatale	Gerson	9551 (2/4)	375	91101001402	N\$68 000.00	NAD 4 800.00	Middle Income	18/Jan/2023

- (b) That should any beneficiary not comply with the conditions of sale within the period of 120 days from Ministerial approval to transfer the properties, they be replaced with other beneficiaries from the list.
- (c) That Ministerial approval be obtained for the transfer of the properties.
- (d) The following standard conditions be approved:
 - (i) That the BENEFICIARY may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia.
 - (ii) That the BENEFICIARY must be on the Master Waiting List or reside on the erf for 3 years or longer.
 - (iii) That should it be found that a beneficiary did not reveal that they own or previously owned immovable property, and it is discovered after the agreement is signed or the property has been transferred, the beneficiary be disqualified from the process, the transaction be terminated, all monies paid in respect of the transaction be forfeited and the property be transferred back to Council.
- (e) That a deeds search be conducted to verify all residents selected for donation of 124/209 single residential erven are indeed first-time property owners.
- (f) That all qualifying beneficiaries be informed to pay an administrative fee of N\$1,000.00.
- (g) That a restriction be placed on the sale of erven for 10 years and a pre-emptive right be included in the Deed of Donation for all erven to be donated in Extensions 37.
- (h) That the 10-year period in respect of the restriction of the sale of improved erven commences from the date of transfer of the property.
- (i) That should the beneficiaries wish to sell their erven after the expiry of 10 years, and the erven are un-improved, the erven first be offered to Council at the original cost of service.
- (j) That beneficiaries who construct houses, and receive completion certificates, may not sell the property for 10 years from the date of the completion certificate. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to the Council.
- (k) That the beneficiaries be informed that they will not qualify for the low-cost housing scheme again if they sell the erven.
- (l) That no temporary structures may be constructed on the erven.
- (m) That a submission be tabled to Council to consider the donation of 85/209 Single Residential erven in the second phase.
- (n) That the residents whose earnings are below N\$ 3,000.00 be relocated to the New Reception area at the Northern Wedge once the site is ready for occupation.

3. **ADVERTISEMENT FOR OBJECTIONS**

The list of names and **124** erven to be donated to residents in Extension 37 Swakopmund was published in the Namib Times and the Namibian newspapers on **11 October 2024** and **18 October 2024**. Inviting interested and affected parties to raise objections by **29 October 2024**.

4. **DISCUSSION**

An objection was received from Ms Eva Matundu on **28 October 2024**, regarding the allocation of Erf 9536 to Mr Simion Kao.

Ms Matundu explained in her letter of objection that her cousin, Mr Simion Kao only came to visit them and decided to reside permanently with them when he got employment but that she was the first person to settle on Erf 9536, Extension 37, Swakopmund.

According to Ms Matundu, her employer is willing to build a house for her to live comfortably.

One of the allocation criteria used were to select residents with high or middle income for donation of erven, especially if such occupants reside alone or with another occupant who opted to purchase an erf in Ext. 31 North. The income of Mr Kao is N\$ 4 233.00 while the income of Ms Matundu that was submitted is N\$ 3 500.00. Since Mr Kao's income was slightly higher Erf 9536 was allocated to him. This created a dispute between the relatives.

During the socioeconomic survey Ms Matundu did not include the income of the spouse but only submitted her payslip. This was due to the misunderstanding that a person qualifies to retain the erf when the household income is N\$3 000.00 (middle income), therefore she did not see a need to include the income of her husband. A copy of marriage certificate is attached for ease of reference **Annexure C**.

The total combined income of Ms Matundu and her husband is N\$12 594.00 which categorizes them in the high-income bracket.

Mr Kao's response

On **15 January 2025** a letter (**Annexure D**) was received from Mr Simon Kao wherein he expressed himself that he wants the next available erf and that the Erf 9536 be allocated to Ms Matundu.

5. **PROPOSAL**

It is proposed that Council repeals the allocation of Erf 9536 to Mr Simon Kao and upholds the objection of Ms Matundu and re-allocate the Erf 9536 to her. It is further proposed that the application of Mr Kao together with the rest of remaining residents are considered during the second phase when the majority of residents relocate to their newly purchased erven in Ext. 31 North, Swakopmund.

No.	Residing Erf No.	SQM	Name	Surname	ID Number	Land Value	Salary	Income	Registration
62	9536/ (3/5)	375	Kapena Eva	Matundu	67052300133	N\$68 000.00	NAD12 594.00	High Income	10/Oct/2013

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

RECOMMENDED:

- (a) That Council takes note of the list of names and erven approved at the Council Meeting dated 03 September 2024, under item 11.1.24, which were advertised, and an objection was received from Ms. Kapena Eva Matundu, an occupant of Erf 9536 Extension 37, Swakopmund.
 - (b) That Council repeals the allocation of Erf 9536 from Mr Simon Kao and re-allocates it to Ms Eva Kapena Matundu.
 - (c) That Ministerial approval be obtained to enable the transfer of the properties in terms of Section 30(1)2 of the Local Authority Act.
 - (d) That the initial conditions of allocation as approved at the Council Meeting of 03 September 2024 be upheld.
-



MUNICIPALITY OF SWAKOPMUND

Donation of 124 erven to residents in Extension 37.

Notice is hereby given in terms of the provision of section (30) (1) (z) (ii) of the Local Authorities Act, Act 23 of 1992 as amended, that Council donates 124 single residential erven to the listed residents in Ext. 37, as per Item 11.1.24 of the Council meeting held on 3 September 2024.

No.	Residence Ext. No.	Name	Surname	Acquired Ext. No.
1	9446 (1/6)	Hessou Ursula Temutala	Temut	9446 (1/6)
2	9447 (3/7)	Erica Henghal	Skakolo	9447 (3/7)
3	9448 (2/2)	Hartie	Avuapath	9448 (2/2)
4	9450 (2/3)	Gideon	Nandjalo	9450 (2/3)
5	9451	Jatton	Ndokosho	9451
6	9452 (2/7)	Anna Maria	Johannes	9452 (2/7)
7	9453 (3/0)	Selma Ndabidzha	Shinda	9453 (3/0)
8	9454 (2/2)	Sofia Ndipandula Karubastelus	Karubinga	9454 (2/2)
9	9455	Fidaris Ngandikus	Kiva	9455
10	9459 (1/3)	Herold	Ullenkala	9459
11	9460 (2/8)	Joana	Kamat	9460
12	9461 (2/9)	Johannes Inakela	Kayutha	9461
13	9462 (3/6)	Engelber Shalongo	Shalongo	9462
14	9464 (4)	Ida Verbruggen	Kaana	9464
15	9467 (2/6)	Leoni Shippe	Annosh	9467 (2/6)
16	9468 (1/2)	Bia Mandume	Nyhamwa	9468 (1/2)
17	9469 (2/5)	Kapuluwe	Kavan	9469 (2/5)
18	9471 (2/7)	Vano Tuyen	Leonor	9471 (2/7)
19	9472 (2/2)	Ignasi Luatzi	Tjarko	9472 (2/2)
20	9473 (3/3)	Caroline	Tjanku	9473 (3/3)
21	9484 (3/5)	Nataniel Jason	Ndjalala	9484 (3/5)
22	9485 (1/9)	Eddy Herman Noyce	Shawther	9485 (1/9)
23	9490 (2/4)	Lutz	Arnoldo	9490 (2/4)
24	9496 (1/1)	Ranbolt	Mwabunguaye	9496 (1/1)
25	9499	Heinric	Pa	9499
26	9477 (1/5)	Klaus Shoye	Tau	9477
27	9477 (1/1)	Namengand	Mungande	9477 (1/1)
28	9478 (1/2)	Elizabeth	Vatone	9478 (1/2)
29	9479 (1/1)	Albert	Kamujama	9479 (1/1)
30	9480 (1/4)	Erwin	Katshana	9480
31	9481 (3/4)	Rudolf Veronimus	Ruhumbi	9481 (3/4)
32	9482 (1/5)	Veljko	Makandi	9482 (1/5)
33	9483 (2/3)	Devi	Yarnoo	9483 (2/3)
34	9484 (3/3)	Uperanga	Ngayoni	9484 (3/3)
35	9485 (2/6)	Batsaba	Nguyenengwa	9485 (2/6)
36	9486 (3/2)	Primo Hebe Njinhidak	Sem	9486 (3/2)
37	9489 (1/3)	Eveline	Tjuonjoko	9489 (1/3)
38	9490 (7/7)	Filippus Shatokuwa	Paulus	9490 (7/7)
39	9491 (2/2)	Festus	Shewther	9491 (2/2)
40	9492 (1/1)	Timoteus	Nangolo	9492 (1/1)
41	9493 (2/2)	Ricco Nepembe	Kapolo	9493 (2/2)
42	9494 (3/3)	Jerome	Kapuluwe	9494 (3/3)
43	9496 (1/2)	Leopold	Mateus	9496
44	9496 (1/1)	Abibat	Hango	9496 (1/1)
45	9501 (4/4)	Zenouanga	Ndukorepo	9501 (4/4)
46	9503 (1/9)	Aloise	Anna-Goas	9503 (1/9)
47	9504 (1/5)	Maja	Kalifa	9504 (1/5)
48	9506 (2/2)	Eia	Hoko	9506 (2/2)
49	9508 (2/2)	Vilho Njhedanemas	Mwafanga	9508 (2/2)
50	9509 (2/4)	Melissa Tuonyenganga	Arnunkela	9509 (2/4)
51	9510 (2/2)	Lukas Nalanguwe	limbi	9510 (2/2)
52	9511 (3/2)	Justus Shalamba	Shanguta	9511 (3/2)
53	9512 (4/4)	Junias Anjala	Mwalengwanasho	9512 (4/4)
54	9515 (2/2)	Miclaus Njhaunne	Noydeva	9515 (2/2)
55	9520 (1/1)	Christof	Boos	9520 (1/1)
56	9521 (9/11)	Martina	Muzenims	9521 (9/11)
57	9523 (2/2)	Ludac	Inane	9523 (2/2)
58	9525 (1/3)	Kavakarua	Tjirambi	9525 (1/3)
59	9528 (1/7)	Abesalom	Tjanga	9528 (1/7)
60	9530 (1/2)	Nicoemus Hanganee	Njomombac	9530 (1/2)
61	9533 (2/2)	Aina Ndapandula	Kaoni	9533 (2/2)
62	9536 (3/5)	Simon	Koo	9536 (3/5)
63	9538 (1/2)	Lourens	Ndura	9538
64	9540 (1/3)	Nefusina Hacky Verduye	Mburuc	9540 (1/3)
65	9545 (5/5)	Eliphas Ngiludivishi	Kandodulu	9545 (5/5)
66	9547	David Njhalawa	Nghiswe	9547
67	9548 (8/12)	Honess Jephthah	Edapar	9548 (8/12)
68	9549 (1/3)	Shiphanga Gobang	Kaphes	9549 (1/3)
69	9550 (2/7)	Johannes Verduye	Kamkawatango	9550 (2/7)
70	9551 (2/4)	Mathias Njavale	Gerson	9551 (2/4)
71	9557 (1/1)	Lovine	Edwerc	9557 (1/1)
72	9561 (1/3)	Theodora Prince	Gurites	9561 (1/3)
73	9562	Michael	Nawiseli	9562
74	9563 (2/2)	Sonia	Naris	9563 (2/2)
75	9564 (3/3)	Festus	Gooat	9564 (3/3)
76	9568 (1/2)	Anne Lydia	Gawites	9568 (1/2)
77	9569 (3/3)	Reinhard Rose	Sishes	9569 (3/3)

No.	Residence Ext. No.	Name	Surname	Acquired Ext. No.
78	9567 (4/4)	Wendelndro Stevino	Groenewald	9567 (4/4)
79	9568 (2/2)	Rahkor Mshonale	Shamus	9568 (2/2)
80	9569	Roland Ruwaneyi	Goroseb	9569
81	9570 (1/2)	Erwin Kamana	Katwa	9570 (1/2)
82	9571	Willem	Gieseb	9571
83	9572 (1/4)	Marlus Nghoush	Labasus	9572 (1/4)
84	9576 (2/2)	Petrus	Mariusus	9576 (2/2)
85	9578	Andreas	Shkolalye	9578
86	9580 (1/3)	Joseph Mwalundenge	Mwafala	9580 (1/3)
87	9581 (4/4)	Jan	Gambob	9581 (4/4)
88	9582	Hans	Neidel	9582
89	9584 (3/5)	Aron Nghwisepo	Mwalengwanasho	9584
90	9605 (2/3)	Rudolf Gollieb	Nambonde	9605 (2/3)
91	9610	Theophilus Nghipopho	Shikolo	9610
92	9611	Nqubulanda	Mucunan	9611
93	9613	Sakana Kondeni Shwovani	Abraham	9613
94	9614 (1/2)	Selma Ndapanda Shambwila	Nangolo	9614 (1/2)
95	9615 (1/2)	Lempie Nambro	Maphane	9615 (1/2)
96	9616 (2/6)	Cornelius Ngungunhoni	Kondola	9616 (2/6)
97	9617 (2/3)	Simon Mahoye	Elogo	9617 (2/3)
98	9618 (1/3)	Filippus Tadeus	Noyevaya	9618 (1/3)
99	9619 (4/4)	Jonathan	Jonathan	9619 (4/4)
100	9621 (1/2)	Rum Melen	Nalibat	9621 (1/2)
101	9622 (1/2)	Troyen Ketunuwelo	Hambulanga	9622 (1/2)
102	9626	Uerikobokera	Kozohura	9626
103	9628	George	Nalabas	9628
104	9627	Nande	Arntjonywa	9627
105	9629	Mohammed Nore	Bushney	9629
106	9630	Linus Shuvani	Tedulus	9630
107	9632 (1/4)	Hilmi	Paulus	9632 (1/4)
108	9634 (1/3)	Festus Shilila	Nicolus	9634 (1/3)
109	9636 (4/6)	Mothaus	Vilho	9636 (4/6)
110	9638 (1/3)	Taim Naango	Teepopi	9638 (1/3)
111	9639	Eli Lee	Nashima	9639
112	9642	Loder Isak	Gaoseb	9642
113	9663 (3/3)	Magdalene	Tjukkere	9663
114	9664	Shiluleni	Petrowella	9664
115	9667 (2/2)	Ndamonoghenda	Elieser	9667 (2/2)
116	9668 (1/2)	Jerobeam	Shivite	9668 (1/2)
117	9669 (1/2)	Faemon Nghilavazi	Shiyelekani	9669 (1/2)
118	9670 (3/3)	Calvin Mangunda	Hangura	9670 (3/3)
119	9671 (1/2)	Daniel Masi	Kuboy	9671 (1/2)
120	9675 (3/3)	Jerome Joorenen	Kaoloo	9675 (3/3)
121	9676 (2/2)	Jakona	Titas	9676
122	9678 (1/2)	Phillipus Nghongoloo	Teepopi	9678 (1/2)
123	9681 (2/2)	Faemon	Nangongo	9681 (2/2)
124	9685 (4/6)	Luisa Ndapewashah	Felenandu	9685 (4/6)

Full particulars of the above transaction will lie for inspection at the Municipal Head Office situated at the corner of Rakotoka Street, and Daniel Kamho Avenue Swakopmund, Room BO-09 (Mr C Awaseb), ground floor, between 07:30 - 18:00 weekdays until Friday, 23 October 2024.

Any person objecting to the proposed sale, may lodge such objection in writing, duly motivated, to the Chief Executive Officer, not later than 12:00 on Tuesday, 29 October 2024.

Please take note that NO objections via e-mail will be accepted. Objections must be made by delivering a hard copy to the office of the Chief Executive Officer and supplying a return postal address and telephone number.

Only enquiries at the email address below will be considered:

Enquiries: Mr C Awaseb
 E: cawaseb@swkmun.com.na

Tel: 064-410 4231

Notice No: 90/2024

A Benjamin
 Chief Executive Officer

NT 11/10/24



MUNICIPALITY OF SWAKOPMUND

Donation of 124 erven to residents in Extension 37.

Notice is hereby given in terms of the provision of section (30) (1) (z) (ii) of the Local Authorities Act, Act 23 of 1992 as amended, that Council donates 124 single residential erven to the listed residents in Ext. 37, as per item 11.1.24 of the Council meeting held on 3 September 2024.

No.	Household Ref No.	Name	Surname	Allocated Erf No.
1	9446 (1/4)	Titus	Luyeni Tsaluta	9446 (1/4)
2	9447 (2/1)	Elias	Henghal	9447 (2/1)
3	9448 (2/2)	Hertha		9448 (2/2)
4	9450 (2/3)	Green	Nardus	9450 (2/3)
5	9451	Jasen	Nkoshu	9451
6	9452 (2/7)	Anna	Mans	9452 (2/7)
7	9453 (3/3)	Sidon	Nkandoro	9453 (3/3)
8	9454 (2/2)	Estia	Nkandoro	9454 (2/2)
9	9456	Pitso	Nkandoro	9456
10	9456 (1/3)	Herold	Lindato	9456 (1/3)
11	9456 (2/5)	Jonas	Karai	9456 (2/5)
12	9458 (2/9)	Jonathan	Inakala	9458 (2/9)
13	9459 (3/6)	Engelbert	Shikongo	9459 (3/6)
14	9459 (1/1)	Ric	Nkandoro	9459 (1/1)
15	9457 (2/3)	Leah	Shoobe	9457 (2/3)
16	9458 (1/2)	Ella	Mankomo	9458 (1/2)
17	9460 (2/3)	Rapokaka	Nendi	9460 (2/3)
18	9461 (2/7)	Vanno	Luyeni	9461 (2/7)
19	9462 (2/2)	Ignatia	Ducziwa	9462 (2/2)
20	9463 (3/3)	Caroline	Tjandru	9463 (3/3)
21	9464 (3/5)	Nataniel	Jeson	9464 (3/5)
22	9465 (1/2)	Eddy	Homon Nanda	9465 (1/2)
23	9466 (2/4)	Lukas	Amutoko	9466 (2/4)
24	9468 (1/1)	Remond	Machangweh	9468 (1/1)
25	9469	Hilipo	Pai	9469
26	9474 (1/5)	Refas	Shooya	9474 (1/5)
27	9477 (1/1)	Mungandje		9477 (1/1)

No.	Household Ref No.	Name	Surname	Allocated Erf No.
28	9478 (1/2)	Elizabeth	Vandja	9478 (1/2)
29	9479 (1/1)	Albert	Kamurame	9479 (1/1)
30	9480 (1/4)	Efram	Kalushena	9480 (1/4)
31	9481 (3/4)	Rudolph	Vanomunjo	9481 (3/4)
32	9482 (1/5)	Vetsoavivi	Muyand	9482 (1/5)
33	9483 (2/3)	Davico	Nyambo	9483 (2/3)
34	9484 (3/3)	Ungisa	Nkandoro	9484 (3/3)
35	9485 (6/6)	Batsaba	Nkandoro	9485 (6/6)
36	9486 (3/3)	Patso	Haka Nkandoro	9486 (3/3)
37	9489 (1/1)	Eveline	Sam	9489 (1/1)
38	9490 (1/7)	Filipa	Shalovuta	9490 (1/7)
39	9491 (2/2)	Fredrick	Shelani	9491 (2/2)
40	9492 (1/1)	Timoteus	Nandjo	9492 (1/1)
41	9493 (2/2)	Jessie	Nepemba	9493 (2/2)
42	9494 (3/3)	Jeremia	Kapolo	9494 (3/3)
43	9495 (1/2)	Leonard	Kapula	9495 (1/2)
44	9496 (1/1)	Abel	Heng	9496 (1/1)
45	9501 (4/4)	Zenouanga	Nkandoro	9501 (4/4)
46	9503 (1/2)	Aloha	Ama-Goas	9503 (1/2)
47	9504 (1/5)	Hilla	Kalifa	9504 (1/5)
48	9506 (2/2)	Ellie	Holo	9506 (2/2)
49	9508 (2/2)	Miho	Nkandoro	9508 (2/2)
50	9509 (2/4)	Mtsho	Tuonyangende	9509 (2/4)
51	9510 (2/2)	Lukas	Nalanga	9510 (2/2)
52	9511 (2/2)	Justus	Shalamba	9511 (2/2)
53	9512 (4/4)	Jonas	Angula	9512 (4/4)
54	9515 (2/2)	Timoteus	Nkandoro	9515 (2/2)

No.	Household Ref No.	Name	Surname	Allocated Erf No.
55	9520 (1/1)	Onisiof	Boos	9520 (1/1)
56	9521 (9/11)	Martina	Muzanina	9521 (9/11)
57	9523 (2/2)	Lukas	Inano	9523 (2/2)
58	9525 (1/3)	Kavakera	Tjandru	9525 (1/3)
59	9528 (1/7)	Abalom	Tjandru	9528 (1/7)
60	9530 (1/2)	Nicodemus	Hanganee	9530 (1/2)
61	9533 (2/2)	Aina	Ndipandula	9533 (2/2)
62	9536 (3/5)	Simon	Kao	9536 (3/5)
63	9538 (1/2)	Lourens	Ndum	9538 (1/2)
64	9540 (1/3)	Martina	Nacki Venayi	9540 (1/3)
65	9543 (5/5)	Elphes	Nkandoro	9543 (5/5)
66	9547	David	Nkandoro	9547
67	9548 (8/12)	Honiso	Nkandoro	9548 (8/12)
68	9546 (1/3)	Shingani	Gebhard	9546 (1/3)
69	9550 (2/7)	Johannes	Velshvoro	9550 (2/7)
70	9551 (2/4)	Mthas	Navatalo	9551 (2/4)
71	9557 (1/1)	Lovina	Edward	9557 (1/1)
72	9561 (1/3)	Theodora	Patison	9561 (1/3)
73	9562	Michael	Nkandoro	9562
74	9563 (2/2)	Sylvia	Nani	9563 (2/2)
75	9564 (3/3)	Festus	Gaob	9564 (3/3)
76	9565 (1/2)	Anna	Lydia	9565 (1/2)
77	9566 (3/3)	Remember	Rose	9566 (3/3)

No.	Household Ref No.	Name	Surname	Allocated Erf No.
78	9567 (4/4)	Wheethaldr	Stevino	9567 (4/4)
79	9568 (2/2)	Roskei	Meshontale	9568 (2/2)
80	9569	Roland	Rovaneley	9569
81	9570 (1/2)	Enin	Kamaha	9570 (1/2)
82	9571	Wileen	Gaob	9571
83	9572 (1/4)	Martus	Nkandoro	9572 (1/4)
84	9576 (2/2)	Petrus	Mankomo	9576 (2/2)
85	9579	Andreas	Shikolaye	9579
86	9580 (1/3)	Joseph	Mwalundanga	9580 (1/3)
87	9581 (4/4)	Jen	Gambo	9581 (4/4)
88	9583	Hans	Nedel	9583
89	9584 (3/5)	Aron	Nkandoro	9584 (3/5)
90	9585 (2/3)	Rudolf	Gottlieb	9585 (2/3)
91	9586	Theodorus	Nkandoro	9586
92	9587	Nguelkanda	Mupuru	9587
93	9588	Sakana	Kondjeni Shuvovano	9588
94	9589 (1/2)	Selma	Ndipandula	9589 (1/2)
95	9590 (1/2)	Lempie	Naambo	9590 (1/2)
96	9591 (2/5)	Onesmus	Ngunqumaneni	9591 (2/5)
97	9592 (2/3)	Simon	Nehoya	9592 (2/3)
98	9593 (1/3)	Petrus	Taloko	9593 (1/3)
99	9594 (4/4)	Jonathan		9594 (4/4)
100	9595 (1/2)	Rian	Melen	9595 (1/2)

No.	Household Ref No.	Name	Surname	Allocated Erf No.
101	9596 (1/2)	Luyeni	Ketulumeko	9596 (1/2)
102	9597	Uenkolokera		9597
103	9598	George		9598
104	9599	Nande	Amutenya	9599
105	9600	Mohammed	Nora	9600
106	9601	Linus	Shuvuni	9601
107	9602 (1/4)	Hilani		9602 (1/4)
108	9603 (1/3)	Festus	Shililo	9603 (1/3)
109	9604 (4/5)	Matheus		9604 (4/5)
110	9605 (1/3)	Taimi	Naango	9605 (1/3)
111	9606	Ella	Lee	9606
112	9607	Lexer	Isak	9607
113	9608 (3/3)	Magdalena		9608 (3/3)
114	9609	Shituli		9609
115	9610 (2/2)	Ndamononghenda		9610 (2/2)
116	9611 (1/2)	Jerobeam		9611 (1/2)
117	9612 (1/2)	Fillemon	Nkandoro	9612 (1/2)
118	9613 (3/3)	Calvin	Mangundu	9613 (3/3)
119	9614 (1/2)	Daniel	Mpas	9614 (1/2)
120	9615 (3/3)	Jeremia	Joorore	9615 (3/3)
121	9616 (2/2)	Jelkonia		9616 (2/2)
122	9617 (1/2)	Philippus	Nkandoro	9617 (1/2)
123	9618 (2/2)	Fillemon		9618 (2/2)
124	9619 (4/6)	Luisa	Ndipawashali	9619 (4/6)

Full particulars of the above transaction will lie for inspection at the Municipal Head Office situated at the corner of Rakotoka Street, and Daniel Kamho Avenue Swakopmund, Room BC-09 (Mr C Awaseb), ground floor, between 07:30 - 16:00 weekdays until Friday, 25 October 2024.

Any person objecting to the proposed sale, may lodge such objection in writing, duly motivated, to the Chief Executive Officer, not later than 12:00 on Tuesday, 29 October 2024.

Please take note that NO objections via e-mail will be accepted. Objections must be made by delivering a hard copy to the office of the Chief Executive Officer and supplying a return postal address and telephone number.

Only enquiries at the email address below will be considered:

Enquiries: Mr C Awaseb

✉: cawaseb@swkmun.com.na

Tel: 064-410 4231

Notice No: 90/2024

A Benjamin
Chief Executive Officer

NT 18/10/24



MUNICIPALITY OF SWAKOPMUND



Donation of 124 erven to residents in Extension 37.

Notice is hereby given in terms of the provision of section (30) (1) (z) (ii) of the Local Authorities Act, Act 23 of 1992 as amended, that Council donates 124 single residential erven to the listed residents in Ext. 37, as per item 11.1.24 of the Council meeting held on 03 September 2024.

Table with columns: No, Residing Erv No, Name, Surname, Allocated Erv No, and details of the donation. The table lists 124 entries, each with a number, a residential erv number, a name, a surname, and an allocated erv number. The names and surnames are listed in two columns, with the allocated erv numbers in a third column. The table is organized into two main sections, one on the left and one on the right, separated by a vertical line.

Full particulars of the above transaction will lie for inspection at the Municipal Head Office situated at the corner of Rakotoka Street, and Daniel Kamho Avenue Swakopmund, Room BO-09 (Mr C Awaseb), ground floor, between 07:30 - 16:00 weekdays until Friday, 25 October 2024.

Any person objecting to the proposed sale, may lodge such objection in writing, duly motivated to the Chief Executive Officer, not later than 12:00 on Tuesday, 29 October 2024.

Please take note that NO objections via e-mail will be accepted. Objections must be made by delivering a hard copy to the office of the Chief Executive Officer and supplying a return postal address and telephone number. Only enquiries at the email address below will be considered:

Enquiries: Mr C Awaseb
Email: cawaseb@swakopmund.com.na
Tel: 064-410 4231

Notice No: 90/2024
A Benjamin
Chief Executive Officer

Handwritten signature: Nam Walton



MUNICIPALITY OF SWAKOPMUND



Donation of 124 erven to residents in Extension 37.

Notice is hereby given in terms of the provision of section (30) (1) (z) (ii) of the Local Authorities Act, Act 23 of 1992 as amended, that Council donates 124 single residential erven to the listed residents in Ext. 37, as per item 11.1.24 of the Council meeting held on 03 September 2024.

No.	Residing	Erft No.	Name	Surname	Allocated Erf No.
1	9442 (1/2)		Hesperus Muzyla Lemata	Temus	9442 (1/2)
2	9447 (3/7)		Ellen Henckell	Stalder	9447 (3/7)
3	9449 (2/2)		Herrlich	Amisgoff	9449 (2/2)
4	9450 (2/2)		Wendlin	Nankala	9450 (2/2)
5	9451		Jessie	Nagelmann	9451
6	9452 (2/7)		Anne Marie	Stanzel	9452 (2/7)
7	9453 (2/2)		Grace Neelands	Shunda	9453 (2/2)
8	9454 (2/2)		Sofia Philippus Kalkbrenner	Kalkbrenner	9454 (2/2)
9	9454		Fritsje Gysbers	Wess	9454
10	9455 (1/2)		Harald	Umscheid	9455 (1/2)
11	9456 (2/2)		James	Wess	9456 (2/2)
12	9456 (2/2)		Johannes Heide	Kaylitz	9456 (2/2)
13	9456 (2/2)		Engelbert Birkhoff	Stalder	9456 (2/2)
14	9456 (1/2)		Jan Verbeek	Wessels	9456 (1/2)
15	9457 (2/2)		Leobold Spicker	Enslin	9457 (2/2)
16	9458 (1/2)		Lisa Mandum	Nyemela	9458 (1/2)
17	9460 (2/2)		Katharina	Faas	9460 (2/2)
18	9461 (2/2)		Victor Jagers	Stalder	9461 (2/2)
19	9462 (2/2)		Johann Lottus	Tierke	9462 (2/2)
20	9463 (2/2)		Geertjan	Tierke	9463 (2/2)
21	9464 (2/2)		Natalie Jager	Nyemela	9464 (2/2)
22	9465 (1/2)		Edy Horstmann Nankala	Stanzel	9465 (1/2)
23	9466 (2/4)		Luzia	Krusch	9466 (2/4)
24	9468 (1/7)		Reinhold	Meeuwendeveit	9468 (1/7)
25	9469		Hilke	Wess	9469
26	9474 (1/2)		Keris Eboze	Tlou	9474 (1/2)
27	9474 (1/2)		Vanangombe	Muygenbe	9474 (1/2)
28	9476 (1/2)		Elisabeth	Stalder	9476 (1/2)
29	9478 (1/1)		Albert	Kaunzinger	9478 (1/1)
30	9480 (1/2)		Ernst	Kaunzinger	9480 (1/2)
31	9481 (3/4)		Fluopph Vermeulen	Schubert	9481 (3/4)
32	9482 (1/2)		Willynefer	Wessels	9482 (1/2)
33	9483 (2/2)		Georg	Jambo	9483 (2/2)
34	9484 (1/1)		Ursula	Wessels	9484 (1/1)
35	9485 (4/4)		Berndt	Nyemela	9485 (4/4)
36	9485 (4/4)		Pavlo Nelo Nyakhalak	Wess	9485 (4/4)
37	9489 (1/1)		Conrad	Tjundela	9489 (1/1)
38	9490 (2/7)		Philus Engelhus	Wessels	9490 (2/7)
39	9491 (2/2)		Paulus	Wessels	9491 (2/2)
40	9492 (1/1)		Tristram	Nyemela	9492 (1/1)
41	9493 (2/2)		Reep Neelands	Wessels	9493 (2/2)
42	9494 (3/3)		Jonas	Rajhwa	9494 (3/3)
43	9495 (1/2)		Leonard	Matus	9495 (1/2)
44	9496 (1/1)		Abel	Hango	9496 (1/1)
45	9501 (1/4)		Zenoua	Nyemela	9501 (1/4)
46	9502 (1/2)		Akwa	Am-Goss	9502 (1/2)
47	9504 (1/2)		Hila	Kalke	9504 (1/2)
48	9506 (2/2)		Elu	Hilke	9506 (2/2)
49	9508 (2/2)		Vito Nyemela	Mwende	9508 (2/2)
50	9509 (2/1)		Malala Tuymyngenda	Am-Goss	9509 (2/1)
51	9510 (2/2)		Lukas Namque	Imbi	9510 (2/2)
52	9511 (2/2)		Justus Shalinta	Shangwa	9511 (2/2)
53	9512 (1/4)		Janus Angula	Mwende	9512 (1/4)
54	9515 (2/2)		Timonius Nyemela	Nwende	9515 (2/2)
55	9520 (1/1)		Christof	Boos	9520 (1/1)
56	9521 (2/1)		Marion	Muzema	9521 (2/1)
57	9523 (2/2)		Lukas	Wess	9523 (2/2)
58	9525 (1/2)		Elisaveta	Tjandela	9525 (1/2)
59	9528 (1/7)		Abelton	Tjandela	9528 (1/7)
60	9530 (1/7)		Neodertus Mangane	Nyemela	9530 (1/7)
61	9533 (2/2)		Kate Majaerula	Nyemela	9533 (2/2)
62	9536 (3/3)		Simon	Faas	9536 (3/3)
63	9538 (1/2)		Lourens	Nyemela	9538 (1/2)
64	9540 (1/2)		Natigame Nacky Wilage	Mbusu	9540 (1/2)
65	9545 (4/5)		Etienne Nyemela	Nyemela	9545 (4/5)
66	9547		David Nyemela	Wess	9547
67	9550 (2/2)		Heinrich Nyemela	Wess	9550 (2/2)
68	9550 (2/2)		Johnnie Wessels	Wessels	9550 (2/2)
69	9551 (2/1)		Mathias Nyemela	Wessels	9551 (2/1)
70	9551 (1/1)		Lodovico	Edward	9551 (1/1)
71	9551 (1/2)		Theodora Penke	Gulitz	9551 (1/2)
72	9551		Michael	Wessels	9551
73	9553 (2/2)		Dylio	Wess	9553 (2/2)
74	9554 (3/5)		Felix	Wessels	9554 (3/5)
75	9555 (1/2)		Anna Lydia	Wessels	9555 (1/2)
76	9555 (3/3)		Reinhold Ross	Wessels	9555 (3/3)
77	9557 (4/4)		Wessels	Wessels	9557 (4/4)
78	9558 (2/2)		Wessels	Wessels	9558 (2/2)
79	9559 (1/2)		Wessels	Wessels	9559 (1/2)
80	9560 (2/2)		Wessels	Wessels	9560 (2/2)
81	9561 (1/2)		Wessels	Wessels	9561 (1/2)
82	9562 (1/2)		Wessels	Wessels	9562 (1/2)
83	9563 (1/2)		Wessels	Wessels	9563 (1/2)
84	9564 (1/2)		Wessels	Wessels	9564 (1/2)
85	9565 (1/2)		Wessels	Wessels	9565 (1/2)
86	9566 (1/2)		Wessels	Wessels	9566 (1/2)
87	9567 (1/2)		Wessels	Wessels	9567 (1/2)
88	9568 (1/2)		Wessels	Wessels	9568 (1/2)
89	9569 (1/2)		Wessels	Wessels	9569 (1/2)
90	9570 (1/2)		Wessels	Wessels	9570 (1/2)
91	9571 (1/2)		Wessels	Wessels	9571 (1/2)
92	9572 (1/2)		Wessels	Wessels	9572 (1/2)
93	9573 (1/2)		Wessels	Wessels	9573 (1/2)
94	9574 (1/2)		Wessels	Wessels	9574 (1/2)
95	9575 (1/2)		Wessels	Wessels	9575 (1/2)
96	9576 (1/2)		Wessels	Wessels	9576 (1/2)
97	9577 (1/2)		Wessels	Wessels	9577 (1/2)
98	9578 (1/2)		Wessels	Wessels	9578 (1/2)
99	9579 (1/2)		Wessels	Wessels	9579 (1/2)
100	9580 (1/2)		Wessels	Wessels	9580 (1/2)
101	9581 (1/2)		Wessels	Wessels	9581 (1/2)
102	9582 (1/2)		Wessels	Wessels	9582 (1/2)
103	9583 (1/2)		Wessels	Wessels	9583 (1/2)
104	9584 (1/2)		Wessels	Wessels	9584 (1/2)
105	9585 (1/2)		Wessels	Wessels	9585 (1/2)
106	9586 (1/2)		Wessels	Wessels	9586 (1/2)
107	9587 (1/2)		Wessels	Wessels	9587 (1/2)
108	9588 (1/2)		Wessels	Wessels	9588 (1/2)
109	9589 (1/2)		Wessels	Wessels	9589 (1/2)
110	9590 (1/2)		Wessels	Wessels	9590 (1/2)
111	9591 (1/2)		Wessels	Wessels	9591 (1/2)
112	9592 (1/2)		Wessels	Wessels	9592 (1/2)
113	9593 (1/2)		Wessels	Wessels	9593 (1/2)
114	9594 (1/2)		Wessels	Wessels	9594 (1/2)
115	9595 (1/2)		Wessels	Wessels	9595 (1/2)
116	9596 (1/2)		Wessels	Wessels	9596 (1/2)
117	9597 (1/2)		Wessels	Wessels	9597 (1/2)
118	9598 (1/2)		Wessels	Wessels	9598 (1/2)
119	9599 (1/2)		Wessels	Wessels	9599 (1/2)
120	9600 (1/2)		Wessels	Wessels	9600 (1/2)
121	9601 (1/2)		Wessels	Wessels	9601 (1/2)
122	9602 (1/2)		Wessels	Wessels	9602 (1/2)
123	9603 (1/2)		Wessels	Wessels	9603 (1/2)
124	9604 (1/2)		Wessels	Wessels	9604 (1/2)

Full particulars of the above transaction will lie for inspection at the Municipal Head Office situated at the corner of Rakotoka Street, and Daniel Kamho Avenue Swakopmund, Room BO-09 (Mr C Awaseb), ground floor, between 07:30 - 16:00 weekdays until Friday, 25 October 2024.

Any person objecting to the proposed sale, may lodge such objection in writing, duly motivated, to the Chief Executive Officer, not later than 12:00 on Tuesday, 29 October 2024.

Please take note that NO objections via e-mail will be accepted. Objections must be made by delivering a hard copy to the office of the Chief Executive Officer and supplying a return postal address and telephone number. Only enquiries at the email address below will be considered:

Enquiries: Mr C Awaseb
 Email: cawaseb@swkmun.com.na
 Tel: 064-410 4231

A Benjamin
 Chief Executive Officer

Notice No: 90/2024 Nam 18/10/24

ANNEXURE "C"

19-02-08-9536

E 7536

PL Box 26

Development

AKL 4836

28 10 2024



Subject: Formal objection regarding Allocation of ref 1936

Dear Mr Willem Benjamin

I hope this letter finds you well. I am Eva Kiepana Mbatanda, ID 645 23 172. I am writing to formally object the recent decision made by your office regarding the allocation of ref 1936 AKL seaside.

I come to Auckland from Mozambique. I need to be able to work in NZ. In 2012, I was registered with the Municipal of Development having registration form D 10055. By the time I was staying with Sylvia because my husband Kibwele. In 2011 my cousin came to NZ. I offered him a place to stay until he later got a job.

In January last year (2024) we registered again. By then the Municipal office told us that if you stay in more than 3500 you can qualify to get the plot/lot.

It has come to my attention that the plot (AKL 1936) has been allocated to my cousin Simon. I am able to visit me. I respectfully request a review of this decision and give me the opportunity to present my case. In further detail I am willing to provide any additional information or documentation required to support my claim.

I appreciate your attention to this matter and hope for a fair and positive resolution.

Thank you for your time and consideration. I look forward to your response.

Yours

Kiepana Eva Mbatanda

02 29 29 6 24 cell



Swakop Body Works cc

Spraypainting-Panelbeating-Rustprotection

Shop 4 Bohr Street
P.O Box 1206
Swakopmund
Tel: 064-463550
Fax: 064-463663

Mr JJ Theron: 081 128 9933

Mr JD Marias: 081 129 3023

Vat Reg No: 068 3829 015
CC/94/218

ALL WORK DONE BY Swakop Body Works cc CARRY A GUARANTEE AGAINST
FAULTY MATERIAL & DEFECTIVE WORKMANSHIP FOR TWELVE MONTHS!!

Pay Slip as per : 27/09/2024

For **Ruhode Solomon**

Id No	Inc Tax No	Category	Age Sex	Status	Chidren	Std Hrs	Occupation	Clock No
670714	NO TAX		57 Male	Single	2	0 00	Welding	007
Earnings		Pre Tax Deductions	Post Tax Deductions	Post Tax Additions	Accumulations			
Salary	10,030.38		Rent Payment	630.00				

Gross Income	10,030.38
Pre Tax Ded	0.00
Inc Tax Basis	10,030.38
Inc Tax	305.47
Sub Total	9,724.91
Post Tax Ded	630.00
Sub Total	9,094.91
Post Tax Add	0.00
Nett Income	9,094.91

Hours Worked	
Hours Overtime	0.00
Holiday	0.00
Hours Sunday	0.00

+ 305.47
9400.38



MUNICIPALITY OF SWAKOPMUND
HOUSING REGISTRATION FORM

Registration number

DI 0055

Registration Date: (dd/mm/yyyy) 10-10-2023 Gender M F

Surname Matunida

First Names Eva Keipera

Date of Birth 1967-05-23 Identity Number 67052300133 Passport Number N/A

Marital Status Single Married Divorced Widower

Date of Marriage (dd/mm/yyyy) N/A Name of Spouse/Partner N/A

Address Box: 1216 Swakopmund Erf Number: N/A Street N/A

Property Owners Name	
Years at current address	<u>2 years</u>
Monthly rental NS	

Names of Lodgers	
1	<u>Sigrida Tjitemisa</u>
2	<u>Elizabeth Kahwe</u>
3	<u>Pocky Hanguri</u>

Telephone No (H) N/A Cell Number 081 2929029

Do you own property elsewhere in Namibia Yes If yes where: N/A

Monthly Income N\$2000-00 Source of Income Grant Self Employed Employed

I declare that on the date of signing this registration forms that:
 (a) I am a registered occupant of the Erf belonging to the Swakopmund Town Council in the Democratic Resettlement Community
 (b) I am renting/occupying space from a registered resident in Mondesa or the Democratic Resettlement Community
 (c) I am occupying Swakopmund Town Council Property without consent of the Swakopmund Town council
 (d) I am renting / co-occupying space in Swakopmund

Declaration

In signing this registration form I agree that I will adhere to Swakopmund Municipal Town Councils request to relocate when called upon to do so and I will be given first option to either return to my original erf or be given an alternative erf

I further agree that should I fail to relocate within a reasonable time(21 days) to a designated area indicated by Swakopmund Town Council that Council has the right to evict me from the land I occupy

I further declare that on the date of signing this declaration I own no other immovable property in any Municipal area, Town council or Village council in Namibia and should any information become available that indicates that my declaration is or was untruthful that Council has the right to void this registration.

This registration pertaining to income, marital status and employment were correct at the date of signature

Date 10-10-2023

[Signature]
Municipal Officials Name

[Signature]
Signature of Municipal Official

[Signature]
Signature of applicant

This form shall only be valid if the information is printed and signed by both the registrant and a duly authorized Municipal official. The registrant shall be issued with one original and the Municipality shall retain one original for safe keeping. The registrant is advised to keep their original document in a safe and secure place.





MUNICIPALITY OF SWAKOPMUND

HOUSING REGISTRATION FORM

Registration number

DR 1480

Registration Date: (dd/mm/yyyy) 25-01-2023 Gender M F

Surname Mutanda

First Names Eva Kapung

Date of Birth 23-03-1967 Identity Number 67052300130 Passport Number /

Marital Status Single Married Divorced Widower

Date of Marriage (dd/mm/yyyy) 04-10-2003 Name of Spouse/Partner Rubick Sison

Address Box: / Erf Number: 4536 3/5 Street /

Property Owners Name	
<u>Mutanda Eva Kapung</u>	
Years at current address	<u>13</u>
Monthly rental NS	<u>/</u>

Names of Lodgers	
1	<u>Elizabeth Sagario (Adu)</u>
2	
3	

Telephone No (H) / Cell Number 0812129029

Do you own property elsewhere in Namibia Yes No If yes where: /

Monthly Income Employed (Partner) Source of Income Grant Self Employed Employ

I declare that on the date of signing this registration forms that:

(a) I am a registered occupant of the Erf belonging to the Swakopmund Town Council in the Democratic Resettlement Community

(b) I am renting/occupying space from a registered resident in Mondesa or the Democratic Resettlement Community

(c) I am occupying Swakopmund Town Council Property without consent of the Swakopmund Town council

(d) I am renting / co-occupying space in Swakopmund

Declaration

In signing this registration form I agree that I will adhere to Swakopmund Municipal Town Council's request to relocate when called upon so and I will be given first option to either return to my original erf or be given an alternative erf

I further agree that should I fail to relocate within a reasonable time(21 days) to a designated area indicated by Swakopmund Town Council has the right to evict me from the land I occupy

I further declare that on the date of signing this declaration I own no other immovable property in any Municipal area, Town council or council in Namibia and should any information become available that indicates that my declaration is or was untruthful that Council has right to void this registration.

This registration pertaining to income, marital status and employment were correct at the date of signature

Date 25-01-2023

Lucille Friedel
Municipal Officials Name

101

Tito

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

11.1.6

MAYORAL DEVELOPMENT FUND: COMPREHENSIVE

(C/M 2025/02/27 - 5/5/5/2)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.6** page **88** refers.

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

The Mayoral Development Fund was established in 2004 with the aim to provide assistance to families, individuals and organisations. The Fund is geared towards assisting those who are less fortunate in its efforts to improve their livelihoods. The focus areas are sports and recreation; health and education; arts and culture; environment and community or special events.

As part of raising funds, the Office of the Mayor had undertaken various activities through the Mayoral Development Fund. This report provides a detailed statement of all expenses incurred dating back to 2023 for the Leading Ladies Conference to the end of **December 2025**.

The report is outlined as follows:

1. *Comprehensive report from January 2024 to December 2024.*
2. *Total Approved and Paid for the year 2024*
3. *Total income for the Mayoral Development Fund 2024 through various sponsorships/events*
4. *Leading Ladies Event Full Report*
5. *Current balance as at January 2025*

Comprehensive Report- January to December 2024 Monthly activities:

Month	Applicant Name	Sponsorship Required	Status Of Application	Reason For Approval/Decline
January	1. Ms Brijana Awases 2. Suzelle Pronk,	1. Financial support towards her athletic journey to be able to cover costs such as training equipment, coaching fees, training expenses and competition fees. 2. A karate athlete, wishes to part take in the All-African Games in March 2024 for karate. Seeking assistance with a contribution towards her flight and accommodation.	1. Declined 2. Declined	1. Declined as preference should be given to a wide range of stakeholders and not for individual gain. 2. Declined as preference should be given to a wide range of stakeholders and not for individual gain.
February	None			
March	None			
April	1. Mr Izzy Eichab 2. Mrs Mariane Uises 3. Ms Zeeva De Vos	1. 8 th Octavia members to study towards Maritime Labour Certificate 2. Application for funding towards renovation of Kindergarden 3. Donation towards tuition fees	1. Declined 2. Declined 3. Declined	1. That the applicant be informed in writing that the payment of tuition fees is not in line with the Mayoral Development Fund criteria 2. Declined as there was no damage was done to the work.

Ordinary Council Meeting - 27 February 2025

		payment at a special school		
May				
June	1. Ms Johanna 2. Mr Gerson Awaseb	1. Donation towards the payment of diapers for a child living with disability. 2. Sponsorship towards flight tickets to participate in Germany for the Swakopmund Brass Band	1. Approved amount of N\$7632.00 2. Approved amount of N\$38493.00	1. The MDF makes provision to cater for individuals living with disability. 2. The MDF approved as the brass band serves the community of Swakopmund through arts and culture and represented the town on an international platform in Germany.
July				
August				
September				
October				
November	1. Mr Andre Ross 2. Chriszelda Mouton 3. Erenstine Campbell 4. Ms Hillaria Ouses	1. Donation of branded apparel to use for the 100-mile Fundraising run 2. Application towards tuition fees 3. Application to cover costs towards Tennis tournament trip to Cape Town. 4. Application to cover costs towards Tennis tournament trip to Cape Town	1. Approved- N\$5739.40 2. Approved- N\$22,010.00 3. Declined 4. Declined	1. Approved as the funds raised will be geared towards the Mayoral Development Fund 2. Approved as student is the daughter of a pensioner and an unemployed mother. Her grades were also exceptional. 3. Declined due to the processing period of 4 to 6 weeks required for applications, and the Council being on recess, application could not be processed in time for the travel date of 12 December 2024
December				

Total Approved and Paid for the year 2024

Beneficiary	Purpose	Amount
Mr Gerson Awaseb	Swakopmund Acapella trip to Germany	N\$38493.00
Mr Andre Ross	100-mile run - Fundraising towards MDF	N\$5739.40
Ms Chriszelda Motinga	Tuition fees	N\$22010.00
Total		N\$66,242.40

Total income for the Mayoral Development Fund 2024

Date	Receipt No.	Vote Number	Stakeholder/Event Details	Amount
05/02/2024	574975	200521006000	LLC 011 EENHANA TOWN COUNCIL50	4500.00
07/03/2024	280633	200521006000	HAFENI TOURISM GROUP/ CEO & PRE50	1500.00
08/03/2024	577698	200521006000	LLC 2023 GOSPEL MISSION MINISTRIES50	2745.50
12/03/2024	577733	200521006000	LLC 004 MUNICIPALITY OF WALVIS BAY50	5000.00
26/04/2024	285227	200521006000	OSCAR50	390.00
26/04/2024	285228	200521006000	DELINDA50	260.00
26/04/2024	583211	200521006000	LLC2023 - M KROHNE50	2000.00
15/05/2024	381510	200521006000	EMMA HASLUND - HURIB !NISA TARADI50	250.00
16/05/2024	385415	200521006000	CHRISTOPHA N NEKONGO50	250.00
16/05/2024	385416	200521006000	INVESTMENT SEASIDE MUSIC PRODUCTION- STANLEY HAM50	250.00
16/05/2024	385419	200521006000	INVESTMENT SEASIDE MUSIC PRODUCTION - STANLEY HAM50	250.00
21/05/2024	385724	200521006000	WILHELMINA (WILMA) GARISES - 081294628750	250.00
24/05/2024	385822	200521006000	MILDRED50	130.00

24/05/2024	385864	200521006000	N.U.H KAPANA - NOLDE HAMBUREE50	250.00
05/06/2024	588925	200521006000	ERONGO RED PO150	10 000.00
13/06/2024	590073	200521006000	ROSSING / AFRICA DAY50	1500.00
02/07/2024	592637	200521006000	LLC 027 LEONE VAN JAARVELD50	1000.00
23/08/2024	598936	200521006000	BANNERMAN MIN - PROJECT SHINE50	15 000.00
01		200521006000	Lions Club	5000.00

Leading Ladies Event Full Report

The expenses related to the Women in Leadership Conference (Leading Ladies Conference), which took place on 12 August 2023, were funded through the Mayoral Development Fund.

The event was expected to be self-financing through ticket sales and intended to generate additional revenue for the fund.

Revenue generated from the conference amounted to N\$120,258.00, comprising N\$81,500.00 from ticket sales and N\$38,785.00 from pledges, with an outstanding amount of N\$14,170.00 yet to be collected.

The total expenditure incurred for the event was N\$193,339.00. After accounting for revenue, the net expenditure stands at N\$73,081.00. This amount includes costs associated with in-kind donations for ten women from the DRC informal settlement who attended the event at no charge, as well as expenses related to staff members who were on duty during the event.

Below, are all the Income and Expenditure Sheets indicating the amounts received for the ticket sales and pledges as well as the detailed list of all expenses incurred from the Fund.

Ticket sales

	Leading Ladies Conference: Finances		Income from Ticket sales		
Tickets from Institutions					
Name Of Institution	Number Of Tickets	Unit Price	Total	Payment Status	Paid Amount
Municipality of Walvis Bay	10	1500	15000	Paid	15000
Namdia Foundation	10	1500	15000	Paid	15000
Rossing Foundation	10	1500	15000	Paid	15000
Swakop Uranium	10	1500	15000	Paid	15000
Eenhana Town Council	3	1500	4500	Paid	4500
Karibib Town Council	1	1500	1500	Paid	1500
Erongo Regional Council	5	1500	7500	Paid	7500
Namwater	2	1500	3000	Paid	3000
Total			76500		76500
Individual Seats	Number Of Seats	Unit Price	Total	Payment Status	
Rotary Club	5	500	2500	Paid	2500
Lions Club	7	500	3500	Unpaid	0
Florence N Tchisuku	1	500	500	Paid	500
Twahafa Neshuku	2	500	1000	Paid	1000
Rauna Kaufula	1	500	500	Paid	500
Waldrud	1	500	500	Paid	500
Total			8500		5000
			85000		81500

Pledge

Name Of Pledge	Amount (N\$)	Amount Paid	Remaining Balance
Swakop Uranum	10 000	10000	
McClean Family	1000	1000	
Lions Club	2000	1000	
Leoni Van Jaarsveld	1000	1000	
SU Women	1450	750	700
Gospel Mission	1000	1000	
McLean Foundation	1000	1500	1500
Cllr Hafeni	3000	1500	1500
Municipal staff	1000	780	220
Dr Rauna Kafula (Prosmile Dental Practise)	1000	1000	
Elite Dental Care	1500	0	1500
Zenea Morkel	500	0	
Lady Bonita	500	500	
Mr Irvine Simaata	3000	3000	
Ms Inge Zaamwani	3000	3000	
Ms Maryke Krohne	2500	2000	500
Ms Ronel Peters	5000	0	5000
Wilma Nekundi	500	500	
Linda Mupupa	500		500
Municipality of Walvis Bay	5000	5000	
DRC School	500		500
Tswana Group	500	500	
Beverley Coussment	1000	1000	
Britt Klews	1000		1000
Gisela Garoes	500		500
Erica (Ovaherere Traditional Authority)	500		500
Roswita	250		250
Mr Alfeus Benjamin	1000	1000	
Gospel mission contributions by church members		2755	
Total amount of Pledges	N\$49 700	38785	14170

Expenses

Name of Supplier	Description	Amount Quoted	Invoice
Swakopmund Hotel and Entertainment Centre	Venue, Catering, Sound and Décor	149000	138619.30
Floodgate Media	Photography	4700	4700
Beatrice Schultz	MC	15000	10000
Motswana Cultural Group	Entertainment	4500	4500
Municipality of Swakopmund Corporate Services	Corporate gift (T-shirts)	18527.4	13514.4
Mr Price Home	Corporate gift (gift bags)	2155.2	2155
Mr Tsuseb	Corporate gift bags (Makalanis)	7500	7500
The Rendezvous Group	Event Marketing and Branding	12350	12350
Total		213,733	193,339

Total costs:

Detail	Amount	Detail	Amount
Ticket sales income	81500	Expenses incurred by MDF	193338.72
Pledge income	38785		
Total income	120285		
Total incurred by MDF	73053.72		

Total transaction

The table below stipulates the Financial breakdown for the year 2023, with a specific focus on the **Leading Ladies Conference**.

2023

MAYORAL RELIEF FUND VOTE: 200515578000

				N\$435,860.02
Other Income (Leading Ladies Event)				N\$120,285.00
Operating Expenditure				
Commitments				
Contributions to MDF per operational budget				
GRAND TOTAL:				
				\$556,145.02
Date				
2 0 2 3	Beneficiary	Purpose	Amount	
Months				
Jan-23	Benjamin Pretorius	REQUEST FOR FINANCIAL SUPPORT TO COVER MEDICAL BILLS OF BENJAMIN PRETORIUS	N\$20,000.00	
February	None	None	-	
March	None	None	-	
April	None	None	-	
May	None	None	-	
June	None	N/A	-	
July	Mr. Paulus Peyohambo	Boxing Exhibition	N\$11,279.40	
	Ms Rayne Sadler	Trip to the USA	N\$10,000.00	
August	Women in Leadership Conference	Fundraising event	N\$193,338.72	
September	None	N/A	-	
October	None	N/A	-	
November	None	None	0	
December	None	N/A	-	
			N\$234,618.12	
TOTAL EXPENDITURE TO DATE:				
				N\$321 526.90

2024

MAYORAL RELIEF FUND VOTE: 200515578000

				N\$321,526.90
Other Income				-
Operating Expenditure				
Commitments				
Contributions to MDF per operational budget				-
GRAND TOTAL :				
				N\$321,526.90
Date				
2 0 2 5	Beneficiary	Purpose	Amount	
Months				
January	None	None	-	
February	None	None	-	
March	None	None	-	
April	None	None	-	

May	None	None	-	
June	Gerson Awasseb	Flickets tickets for Swakopmund Brass band members to Germany-	N\$38,493.00	
July	None	None	-	
August	None	None	-	
September	None	None		
October	None	None	-	
November	Andre Ross	Branded apparel for MDF fundraising 100-mile run	N\$5,739.40	
November	Chriszelda Motinga	I-care tuition fees	N\$22,010.00	
December	None	None	-	
October	None	None	-	
November	None	None	0	
December	None	None	0	
		TOTAL EXPENDITURE TO DATE:	N\$66,242.40	
INCOME LESS EXPENDITURE				N\$255,284.50

CURRENT BALANCE AS OF 2025 JANUARY

Opening Balance January 2024				N\$255,284.5
Other Income				N\$17,750.00
Operating Expenditure				
Commitments				
Contributions to MDF per operational budget				
GRAND TOTAL :				N\$273,034.50

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

RECOMMENDED:

That Council takes note of the Mayoral Development Fund Comprehensive Report.

11.1.7 **WOERMANN HAUS PREMISES: OCCUPATION OF ROOMS D24-25 AT WOERMANN HAUS**
(C/M 2025/02/27 - 13/3/1/3,E 1308)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.7** page **96** refers.

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

The purpose of this submission is to rectify points (a) and (b) of Council's resolution, item 11.1.44 passed on **28 November 2024** regarding the occupation of rooms D24- D25 at the Woermann Haus:

- "(a) That Council takes note that Ms B /Uiras trading as Adel's Creation is occupying Rooms D 24 and 25 illegally as well as 28 up to 33 at the Woermann Haus premises for which the rental of rooms D 28 until 33 are in arrears in the amount of N\$517 426.67 as on 23 September 2024.
- (b) That Council takes note that it is not known how Ms B /Uiras acquired access to occupy Rooms D 24 and 25 illegally as Council did not approve the exchange of the rooms for Rooms D 28 until 33 on 30 September 2021 under item 11.1.7 and accordingly no lease agreement was signed."

Attachments:

Annexure "A"		Layout of the Woermann Haus
Annexure "B"	:	Locality Map of Woermann Haus

2. **BACKGROUND**

An initial site visit was conducted on **09 October 2024**. It was noticed that rooms D 24 and D 25 are occupied and it was concluded that it's by Adel's Creation since there are application letters on Council's records to rent rooms D 24 and 25.

Upon receiving an email from Ms Lynette van Niekerk trading as Primal Art Namibia another site visit was conducted.

3. **CURRENT STATUS**

On **03 December 2024**, a site visit was conducted to identify and confirm the rooms occupied by Adel's Creation. Adel's Creation occupies rooms D 28 to D 33 at Woermann Haus and they are only levied rental for these rooms.

It is further confirmed that rooms D 24 and D 25 are occupied by Omle Security CC (Council's current security service provider). The keys to the rooms were issued to them by the previous security business which occupied the rooms.

The previous security business obtained the keys for room D 25 from Hafeni Cultural Tours when their lease period lapsed (1 December 2015 to 30 November 2020). Rooms D 24 and D 25 are connected with a door. There is no lease agreement in place for Omle Security CC and neither is an indemnity signed.

Hafeni Cultural Tours rented Room D 25 since 2011. On **29 June 2017** under item 11.1.1 Council approved that exchange of Room D 25 with the office (garage) located at Anker Platz. The lease of this room commenced July 2017.

A letter dated **04 July 2017** was issued to Hafeni Cultural Tours informing them of the Council resolution quoted as follows:

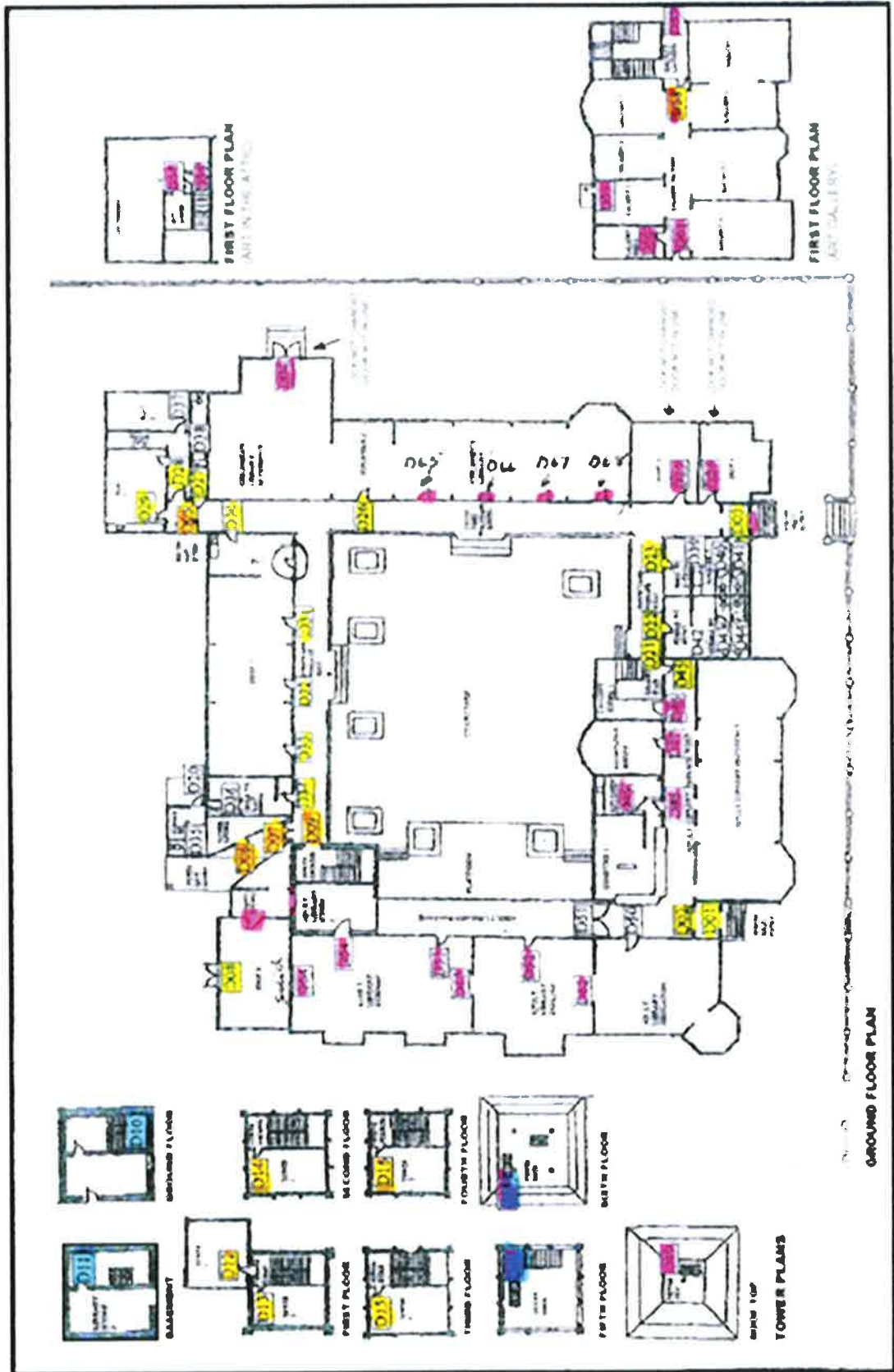
- (a) That in terms of Council's resolution passed on 29 May 2008 under item 11.1.2 the Management Committee allocates the office next to Ankerplatz (square meters 25.74 m²) at a rental tariff of N\$1 152.07 per month for a period of 5 years to Messrs Hafeni Tours and Travels CC taking into consideration that the intention is to lease the rooms to SME's and not well-established business.
- (b) That the terms and conditions of the lease agreement as Annexure "E" (on file) be applicable.
- (c) That Messrs Hafeni Tours and Travels CC be informed that the lease agreement shall commence on the date of Council's approval and lapsing 30 November 2020.
- (d) That Council takes note of the motivation raised by Mrs. Woermann to consider Ms Tuwilika Chindawanyika who will trade as Messrs Boiling Pot Art as per Annexure "J" (on file) should it be considered.
- (e) That Messrs J J General Services CC be informed that their proposal is not in line with the purpose to lease a room as approved by Council on 23 February 2017, under item 11.1.5.
- (f) That the unsuccessful applicants be informed of Council's decision.
- (g) That Council takes note that proposals have not been received for the following rooms and that proposals will be invited from the public to express their interest:
- | | | |
|------------|---|-------------------|
| • Room D06 | - | 5m ² |
| • Room D12 | - | 5m ² |
| • Room D13 | - | 9.5m ² |
- (h) That Room D25 (currently occupied by Messrs Hafeni Tours and Travel) be advertised together with the rooms under point (g) to invite the public to express their interest.

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

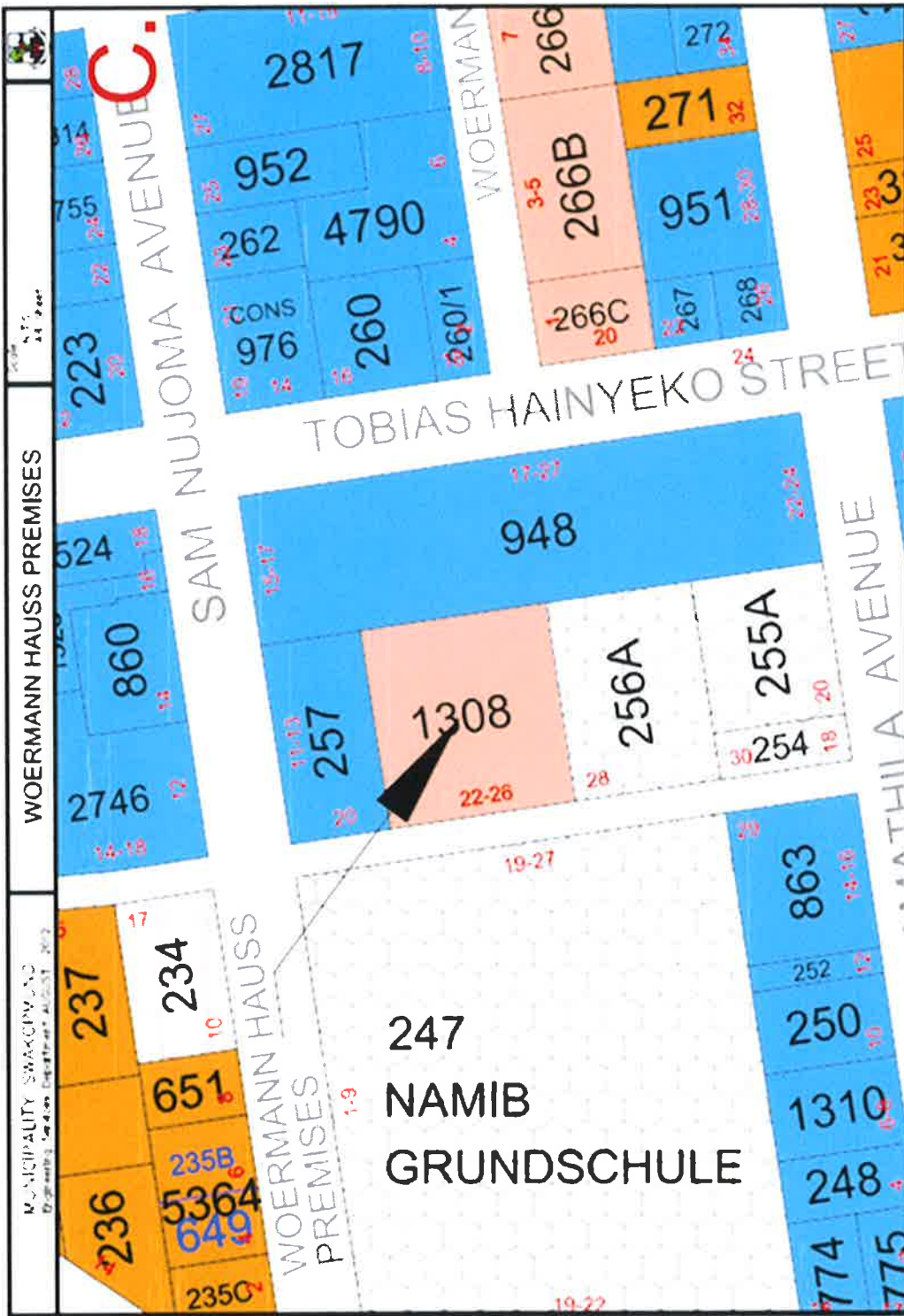
RECOMMENDED:

- (a) That Council takes note that Ms B /Uiras trading as Adel's Creation is not occupying rooms D 24 and 25 at the Woermann Haus premises as recorded in points (a) and (b) of Council's resolution, item 11.1.44 passed on 28 November 2024.
- (b) That Council takes note that Ms B /Uiras of Adel's Creation is not levied rental for rooms D 24 and D 25.
- (c) That Council takes note that Omle Security CC occupies rooms D 24 and D 25 with no lease agreement, no signed indemnity form, and is not paying rent.
- (d) That Mr H H Nghidipaya t/a Hafeni Cultural Tours (the previous lessee of Room D 25) be requested to confirm in writing the sequence of events and authority which led to the handing over of the keys to the security business.
-

ANNEXURE "A"



ANNEXURE "B"



11.1.8

REQUEST FOR SPONSORSHIP TOWARDS TUITION FEES-MAYORAL DEVELOPMENT FUND

(C/M 2025/02/27 - 5/5/5/2)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.8** page **100** refers.**A. This item was submitted to the Management Committee for consideration:****Purpose**

This submission seeks for condonation for the payment towards Ms. Chriszelda Motinga's tuition fees through the Mayoral Development Fund.

Introduction and background

Ms Chriszelda Motinga applied for sponsorship towards the payment of her tuition fees in **November 2024**. Although the Mayoral Development Fund (MDF) typically does not cover tuition fees, as outlined in the criteria, it was requested that an exception be made in the case of Ms. Motinga. Ms. Motinga is a dedicated and hardworking student who has consistently demonstrated academic excellence and a strong commitment to her studies. However, due to significant financial constraints, she was at risk of being unable to complete her education. This could have limited her future opportunities and her ability to improve both her circumstances and those of her family.

As a result of this, during the **Mayoral Development Fund Committee Meeting** held on **15 November 2024**, it was resolved:

- (a) *That the Mayoral Development Fund Committee approves the request for financial assistance towards the tuition fees of Ms Chriszelda Motinga.*
- (b) *That the amount of N\$22,010.00 be paid directly to the service provider.*
- (c) *That the item be referred to the Management Committee for condonation as it exceeds the Mayoral Development Fund of N\$10,000.00.*
- (d) *That the approved amount be defrayed from Mayoral Development Fund Vote 960120408709 where N\$254 584.90 is available*

Considering the above, the Mayoral Development Fund requests approval for the condonation of the tuition fee payment. The payment was made in advance as the applicant needed to sit for examinations in November, which occurred after the most recent Management Committee meeting.

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

- (a) **That Council approves the payment of N\$22,010.00 towards the tuition fees of Ms Chriszelda Motinga.**
- (b) **That the approved amount be defrayed from Mayoral Development Fund Vote: 960120408709, where N\$254 584.90 is available.**

11.1.9

REQUEST FOR MEMBERSHIP TO BE PART OF THE ZERO WASTE NETWORK

(C/M 2025/02/27 - 18/7/1)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.9** page **101** refers.

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

On 5 December 2024, Zero Waste Network Namibia (ZWNN) held a meeting with the Mayor and officials of the Health Service & Solid Waste Department. ZWNN is an organization with an interest in waste management. Their main goal is to reduce waste sent to landfill by at least 90% in the next 5 to 10 years. ZWNN's proposed overall objectives are as follows:

- *Establish community-based-led recycling and composting program*
- *Reduce single-use plastic and encourage reusable products*
- *Partner with local businesses to support sustainable practices*
- *Raise awareness and educate residents on waste reduction*

In order to realize the above-mentioned objectives, ZWNN will require financial commitment from Council with an estimated cost of N\$1 147 000.00 (One Million One Hundred and Forty-Seven thousand Namibian Dollars). The estimated cost will cover the following:

- *Community Engagement & Education*
- *Infrastructure Development*
- *Incentives Programs & Partnerships*
- *Monitoring and Evaluation*
- *Administrative Costs*

The above estimated costs exclude an annual membership fee of N\$38 250.00, allowances, travel, accommodation, meals, and car rental at a total of N\$240 250.00 (consultation program).

It is unclear whether ZWNN is a registered company or what the qualifications of the proponents are. Logically Council cannot just give money to individuals based on an idea.

This highly ambitious business concept is aimed at assisting Council to achieve its shared vision of a clean, green, and beautiful Namibia. There is no evidence of successful implementation of cooperation in any Namibian towns to support the feasibility or credibility of this project. It should be noted that this proposal is a duplication of the National Strategy Solid Waste Management led by the Ministry of Environment, Forestry, and Tourism, which Council is very committed to.

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

RECOMMENDED:

- (a) That Council takes note of this membership proposal from Namibia Zero Waste Network, that it carries financial burdens.
 - (b) That Council takes note of the financial commitment (annual fee, estimated costs, and consultation program costs) if it wishes to be part of this membership. There are no budgetary provisions in this financial period.
 - (c) That Council takes note that the Health Services & Solid Waste Management Department has made financial commitments in its annual operational and capital budget for continuous projects aimed at improving provisions of waste management as stipulated in Section 30(1) (a) of the Local Authority Act No.23 of 1992.
 - (d) That Council take note of other similar project proposals without any financial burdens that will soon kickstart in Swakopmund, such as The National Youth Climate Action of Namibia (Youth4CAN).
 - (e) That Council takes note that there is no evidence of success in any of the Namibian towns to support the feasibility or viability of this project.
 - (f) That Council declines the request to join the network.
-



ZERO WASTE NETWORK NAMIBIA

Email: namibiazerowastenetwork@gmail.com | Contact 081 801 4445

January 23, 2025

Chief Executive Officer Swakopmund Municipality SWAKOPMUND

Subject: Follow-up on December 5, 2024, Meeting with the Mayor

Dear CEO

I hope this message finds you well.

Following our meeting on December 5, 2024, with the Mayor, your Strategic Executive, and officials from the Health Department, we are writing to reference key points from the discussion and provide further details:

1. **Presentation:** Attached is the presentation we shared during the meeting for your review.

2. **Requests:** We kindly request the following:

A. For the Municipality to join the Namibia Zero Waste Network. Membership categories for municipalities are detailed in the attached document (Part 1).

B. Approval to initiate a six-month consultation program (March–August 2025). This program will include allowances, travel, accommodation, meals, and car rental at a total cost of N\$240,500. This fee is exclusive to members, as we do not charge consultation fees. After the consultation period, the project will be handed over to the community for long-term ownership.

We look forward to partnering with the Municipality in achieving our shared vision of a clean, green, and beautiful Namibia.

Thank you for your time and consideration. Please don't hesitate to reach out if you have any questions or require further information.

Sincerely,

Paul Shimunghent
Executive Director



NAMIBIA ZERO WASTE NETWORK

Email: namibiazerowastenetwork@gmail.com | Contact 081 801 4445

Membership category 2024/25

Municipality Part 1.	N\$ 38 250
Municipality Part 11.	N\$ 35 000
Town Council.	N\$ 15 250
Village Council.	N\$ 10 900



Zoe Kehaa
Secretariat

11.1.10

ERONGO RED : MANDATE FOR COUNCIL'S REPRESENTATIVES : ANNUAL GENERAL MEETING : 28 FEBRUARY 2025

(C/M 2025/02/27 - 9/1/4/2)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.10** page **105** refers.

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

Notice has been given that the Annual General Meeting of shareholders of Erongo Regional Electricity Distributor Company (Proprietary) Limited (Erongo RED) is to be held at Swakopmund Hotel & Entertainment Centre, Swakopmund on **Friday, 28 February 2023 at 10:00.**

Council at an ordinary meeting held on **2 February 2016**, item 11.1.4 resolved as follows:

That the following Councillors attend all Erongo RED Shareholder meetings:

- *Chairperson of Management Committee*
- *Alternate Chairperson of Management Committee (Secundi)*
- *Any other member of the Management Committee in the absence of the secundi*

Council's representative will have to speak and vote on Council's behalf or to abstain from voting at the **Annual General Meeting**, Management Committee/Council is requested to furnish their representatives being the Chairperson of the Management Committee and the Chief Executive Officer with mandates with regards to the matters listed below; one vote per share:

		For	Against	Abstain
1.	To approve the minutes of the previous Annual General Meeting held on 29 February 2024			
2.	To receive, consider, and adopt the Annual Financial Statements of Erongo Red for the year ended 30 June 2024			
3.	To receive and note the Finance Report			
4.	To confirm dividends declared for the year ended 30 June 2024			
5.	To appoint/confirm the appointment of Auditors.			
6.	To receive and adopt the reviewed board sitting fees and retainer fees			
7.	To receive and note the Board Effectiveness Report 2024.			
8.	Appoint/confirm the appointment of Directors in terms of the Shareholders' agreement.			

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

RECOMMENDED:

- (a) That the Chairperson of the Management Committee, Councillor W. Groenewald, and Chief Executive Officer, Mr A Benjamin, be mandated to represent Council at the Erongo RED Annual General Meeting to be held on 28 February 2025 in Swakopmund, be approved.
- (b) That the mandate be condoned for the matters as set out in the table below for the Annual General Meeting:

		<i>For</i>	<i>Against</i>	<i>Abstain</i>
1.	<i>To approve the minutes of the previous Annual General Meeting held on 29 February 2024</i>			
2.	<i>To receive, consider, and adopt the Annual Financial Statements of Erongo Red for the year ended 30 June 2024</i>			
3.	<i>To receive and note the Finance Report</i>			
4.	<i>To confirm dividends declared for the year ended 30 June 2024</i>			
5.	<i>To appoint/confirm the appointment of Auditors.</i>			
6.	<i>To receive and adopt the reviewed board sitting fees and retainer fees.</i>			
7.	<i>To receive and note the Board Effectiveness Report 2024</i>			
8.	<i>Appoint/confirm the appointment of Directors in terms of the Shareholders' agreement.</i>			

- (c) That Council delegates be mandated to request Erongo RED to declare dividends.
-



**ERONGO REGIONAL ELECTRICITY DISTRIBUTOR COMPANY
(PROPRIETARY) LIMITED - REG NO. 2004/074
(Incorporated in the Republic of Namibia)**

NOTICE OF THE ANNUAL GENERAL MEETING

SHAREHOLDERS:

Municipality of Walvis Bay represented by Ms Victoria Kapenda

Municipality of Swakopmund represented by Mr. Wilfried Groenewald

NamPower represented by Mr. S Haulofu

Municipality of Henties Bay represented by Proxy Ms. Ignasia Neis

Arandis Town Council represented by Mr. Stanley Norris

Municipality of Omaruru represented by Hon.Cllr Vincent Kahua

Usakos Town Council represented by Mr. Lesley Goraseb

Karibib Town Council represented by Hon.Cllr Lazarus Kanelombe

Uis Village Council represented by Mr Mupenzeni Ntelamo

Erongo Regional Council represented by Mr Mupenzeni Ntelamo

REGISTERED ADDRESS:

91 Hage Geingob Street

Walvis Bay

Namibia

AUDITORS:

Ernst & Young

NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given that the Annual General Meeting for the Shareholders of Erongo Regional Electricity Distributor Company (Proprietary) Limited (Erongo RED) will be held at The Swakopmund Entertainment Centre, 2 Theo-Ben Gurirab Avenue, Swakopmund, on Friday, 28 February 2025 at 10h00 to consider, and if approved, pass the following resolutions with or without modification.

AS ORDINARY RESOLUTIONS

1. Opening of the meeting:
 - 1.1 Welcome by the Chairperson
 - 1.2 Attendance and Proxies
 - 1.3 Adoption of Agenda
2. To approve the minutes of the previous Annual General Meeting held on 29 February 2024 (Enclosure 1).
 - 2.1 Matters arising from the previous Annual General Meeting held on 29 February 2024 (Enclosure 1).
3. To receive and adopt the Annual Financial Statements of Erongo RED for the financial year ended 30 June 2024 together with the reports of the directors and auditors thereon (Enclosure 2).
4. To receive the Finance Report of Erongo RED by the Finance Executive Manager. (Enclosure 3).
5. To receive and adopt the Declaration/Non-Declaration of Dividends for the year ended 30 June 2024 (Enclosure 4).
6. To appoint/confirm the appointment of independent external auditors.(Enclosure 5)
7. To receive and adopt the reviewed board sitting and retainer fees. (Enclosure 6).
8. To receive the Board Effectiveness Report 2024. (Enclosure 7)
9. To appoint/confirm the appointment of directors in accordance with the Shareholders Agreement. (Enclosure 8)
10. Other business that may be transacted at an Annual General meeting.
11. Closure of meeting

QUORUM

No business shall be transacted at the General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, the quorum for any general meeting of the Shareholders of the Company is at least 1 (one) duly authorised representative from each Shareholder, present in person or by proxy.

APPROVALS REQUIRED FOR RESOLUTIONS

Resolutions enumerated under points 2 – 9 above require approval of at least 75% (seventy-five percent) of the number of Shareholders entitled to vote, regardless of the weighted average of Shareholding held by each Shareholder.

ATTENDANCE AND VOTING OF SHAREHOLDERS

Any Shareholder is entitled to attend and vote at the meeting or to appoint a representative to attend, speak, and vote in their stead. The person so appointed need not be as Shareholder of the Company. The Shareholders entitled to vote may, at any Shareholder Meeting, only vote on a poll.

The Chairperson of the Meeting of Shareholders does not have a second and casting vote in addition to his ordinary vote as a representative of a Shareholder.

A company or body corporate may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of any company by which it is a member or at any meeting of any class of members of that company.

Kindly note that Council Resolutions must accompany all proxies.

Resolutions and proxies must be forwarded to Ms Kauli Nghishitende of Erongo RED at knghishitende@erongored.com.na or by fax + 264 64 214673 by no later than **Friday, 21st February 2025 at 10:00**

BY ORDER OF THE BOARD OF DIRECTORS


Ms ZOE YN NAMBAHU
CHAIRPERSON

WALVIS BAY
28 January 2025

**ERONGO REGIONAL ELECTRICITY DISTRIBUTOR COMPANY
(PROPRIETARY) LIMITED - REG NO. 2004/074**

PROXY

I/We, representing the shareholder
..... of Erongo Regional Electricity Distributor Company
(Proprietary) Limited hereby appoint
as my proxy to act for me at the annual general meeting of shareholders of the company
to be held at The Swakopmund Entertainment Centre, 2 Theo-Ben Gurirab Avenue,
Swakopmund, on Friday, 28 February 2025 at 10h00 and at any adjournment thereof.

As my/our proxy to attend, speak, and vote for me/us and on my/our behalf or to abstain
from voting at the Annual General Meeting of the Company and at any adjournment
thereof, as follows:

I

	Insert an "X" or the number of votes exercisable (one vote per share)		
	In favour of	Against	Abstain
1. To approve the minutes of the previous Annual General Meeting held on 29 February 2024.			
2. To receive and adopt the Annual Financial Statements of Erongo RED for the year ended 30 June 2024.			
3. To receive and note the Finance Report.			
4. To receive and adopt the declaration/non-declaration of dividends for the year ended 30 June 2024.			
5. To appoint/confirm the appointment of Auditors			
6. To receive and adopt the reviewed board sitting fees and retainer fees			
7. To receive the Board Effectiveness Report 2024.			
8. To appoint/confirm the appointment of Directors in terms of the Shareholders Agreement.			

SIGNED ATTHIS DAY OF2025

SIGNATURE:

11.1.11

REQUEST FOR FUNDS - FEASIBILITY STUDY TO INVESTIGATE THE INTRODUCTION OF PUBLIC BUS SERVICES IN SWAKOPMUND

(C/M 2025/02/27 - 3/1/1/1/1)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.11** page **111** refers.

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

This submission seeks Council's approval to allocate funds for research on the introduction of a public transportation system in Swakopmund. The study will evaluate the town's transportation needs, potential social and economic benefits, environmental impacts, and financial viability. The anticipated assessment will provide data that will support the Council in making well-informed decisions.

2. Background

On 9 February 2025, during deliberations on the aforementioned matter, the Council resolved, among other ***"That General Manager: Economic Development Services carry out the necessary feasibility study regarding the use of bus services as a mode of public transport"***.

The above decision was shaped by the understanding that public transportation is an essential system that can be created to address the transportation needs of our community. This system includes shared modes of transportation such as buses, trains, etc. which operate on fixed routes and schedules, providing a dependable and affordable alternative to private vehicle ownership.

Consequently, the economic development department began with a desktop research focused on implementing a public transportation system. However, during the initial stages, it became evident that a more comprehensive approach was required—one that involves a detailed assessment conducted by multi-disciplinary experts. This in-depth analysis will provide critical insights into the existing transportation challenges, the mobility needs of residents and visitors, and the most effective solutions for addressing them.

This assessment is essential to the success of this initiative, as it will provide evidence-based decision-making and strategic planning. Beyond addressing immediate transportation needs, this initiative represents a long-term investment in Swakopmund's infrastructure.

3. A need for comprehensive research

The anticipated research for the implementation of the public transportation system should encompass a comprehensive analysis to ensure its successful implementation and sustainability. This research will therefore involve analyzing various critical factors including - population density, urban development trends, environmental impact, financial sustainability, and potential user demand. The following key aspects should be addressed in the research:

- **Feasibility and Demand Analysis:** This includes a detailed study of current commuting habits, population demographics, and projected growth trends. The research will evaluate the extent to which a public transportation system can alleviate existing transportation challenges, reduce congestion, and provide reliable options for residents and visitors.
- **Route and Network Planning:** Researchers will identify strategic routes and networks that connect high-demand areas, such as residential zones, business districts, schools, healthcare facilities, and tourist attractions. Emphasis will be placed on minimizing travel time, ensuring connectivity, and maximizing coverage to meet the needs of diverse user groups.
- **Infrastructure Development Needs:** The study will assess the physical infrastructure required to support the system, such as bus stops, terminals, parking facilities, and the condition of roads and other transit pathways. Recommendations will include upgrades and new construction where necessary.
- **Financial Viability and Funding Mechanisms:** The research will estimate the cost of developing, implementing, and maintaining the system. Additionally, it will identify potential funding sources, such as municipality investment, private investments, public-private-partnership (PPP) to ensure that the project is economically sustainable.
- **Regulatory and Policy Considerations:** The research will examine the legal and regulatory framework required to facilitate the smooth operation of the public transportation system. This includes licensing, safety regulations, labor laws, and compliance with transportation standards.
- **Community and Stakeholder Engagement:** Engaging with the public, local businesses, and other stakeholders will form a crucial part of the research. Workshops, surveys, and public consultations will be conducted to gather insights, ensure transparency, and build support for the initiative.
- **Operational and Management Models:** The study will evaluate various operational approaches, such as fully Council-operated systems, private-public partnerships, or privatized models, to determine the most suitable and effective management structure for Swakopmund.
- **Long-Term Sustainability and Resilience:** Finally, the assessment will address the long-term sustainability and resilience of the public transportation system. This includes planning for future population growth, expanding routes as the town grows, and adapting to changing environmental conditions or technological advancements.

4. Financial Commitment

To carry out an anticipated comprehensive and effective research study, it is essential to assemble a multidisciplinary team of experts from a range of fields. The research must integrate the expertise of professionals from economics, social sciences, electrical and civil engineering, project management, and environmental studies. Each discipline will bring valuable perspectives to ensure that the transportation system is not only technically feasible but also socially equitable, economically sustainable, and environmentally responsible.

To achieve our goals, it is crucial that sufficient funding is made available to finance investments in - data collection, surveys, modelling, expert consultations, and the development of detailed feasibility studies.

5. Conclusion

In view of the above, it has become increasingly evident that the implementation of a public transportation system is a highly intricate and multifaceted undertaking that requires not only meticulous planning but also extensive and comprehensive research to evaluate its long-term viability.

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

RECOMMENDED:

That the Economic Development Services Department consults with local stakeholders and benchmarks against other local authorities who have already implemented a bus service, with a full report to Council before the feasibility is considered.

11.1.12 **PROPOSAL FOR THE IMPLEMENTATION OF A SWAKOPMUND ECONOMIC BAROMETER**

(C/M 2025/02/27 - 3/1/1/1/1, 6/1/3)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.12** page **111** refers.

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

1. Introduction

This submission seeks Council's approval for the implementation of an Economic Barometer for a trial period of one year. The Economic Barometer will serve as a critical tool in enhancing the municipality's economic intelligence, enabling evidence-based decision-making and strategic planning for sustainable economic growth.

2. Background

On **11 April 2024**, Council received a proposal from High Economic Intelligence (HEI) to provide a comprehensive short-term analysis of the economic climate in Swakopmund of which they presented in the form of a Swakopmund Economic Barometer (SEB) and resolved the following under item 10.2:

- (a) *That Management Committee takes note of the presentation by High Economic Intelligence (HEI) for the provision of the Swakopmund Economic Barometer (SEB) to the Swakopmund Municipality.*
- (b) *That due to budgetary constraints, Council sources funding from potential donors / sponsors.*

The SEB is increasingly essential in the management of local authority's economies which serve as a dynamic resource, providing real-time data and analysis on key economic metrics such as employment rates, consumer spending patterns, business sentiment, and industry performance. By leveraging this information, the Swakopmund Municipality can better understand economic trends, identify areas for growth and development, and respond effectively to economic challenges and opportunities.

The barometer involves gathering, analyzing, and utilizing economic data to make informed decisions. By adopting this tool, the municipality will be equipped with actionable data to guide its policies, improve resource allocation, and enhance service delivery. For municipalities, this ability is instrumental in identifying risks, assessing potential impacts, and crafting effective strategies to foster economic resilience and development.

The benefit of implementing an Economic Barometer is outlined below:

1. **Enhanced Economic Intelligence:**
 - *Provides a structured framework for collecting and analyzing economic data.*
 - *Identifies emerging economic risks and opportunities.*
 - *Enhances the municipality's capacity for proactive economic planning and policy development.*

2. **Informed Decision-Making:**
 - Supports data-driven decisions regarding infrastructure investments, public services, and economic development initiatives.
 - Enables Council to better understand the economic impact of proposed projects and policies.
3. **Improved Resource Allocation:**
 - Guides strategic allocation of municipal resources by highlighting priority areas for economic development.
 - Enhances fiscal planning through accurate economic forecasting.
4. **Stakeholder Engagement:**
 - Strengthens collaboration with businesses, investors, and other stakeholders by sharing transparent and credible economic data.
 - Supports private sector growth through insights into consumer behavior and market trends.
5. **Economic Performance Monitoring:**
 - Tracks key indicators such as GDP growth, unemployment rates, inflation, and consumer confidence.
 - Provides timely updates on economic trends to support adaptive management.

In light of the above Messrs HEI proposed a comprehensive framework for implementing an Economic Barometer, including quarterly reports, monthly updates, and consultancy services for a pilot period of 1 year at an estimated cost of **N\$600,000.00**.

3. Implementation Plan and Budgeting Proposal

The successful implementation of the Swakopmund Barometer will require a collaborative effort between the Swakopmund Municipality and the selected service provider, adhering to the public procurement process. The service provider's key responsibilities will include providing monthly updates to the Municipality, delivering quarterly presentations, and generating ad hoc reports as needed. This ensures consistent tracking of economic trends and the timely availability of actionable insights.

Enabling Factors for Success

To achieve the desired outcomes, the following enabling factors must be addressed:

- (a) **Budget Allocation:** Sufficient funding is critical for acquiring tools, training staff, and covering operational expenses, particularly for long-term support in economic analysis.
- (b) **Capacity Building:** Equipping municipal staff with skills in economic data analysis will enhance local ownership and continuity of the project.
- (c) **Technology Integration:** Employing advanced analytics software will ensure the accuracy and reliability of the data collected and analyzed.
- (d) **Stakeholder Collaboration:** Partnerships with key local entities, such as Swakopmund Business Chambers and research institutions, will strengthen data inputs and foster community buy-in.
- (e) **Monitoring Framework:** Establishing benchmarks and key performance indicators (KPIs) will enable effective tracking of progress and provide a mechanism for evaluating the impact of the Barometer on Swakopmund's economic development.

4. Discussion

After the presentation of Messrs HEI to Council, Messrs Simonis Storm at the 2024 business breakfast meeting gave a comprehensive presentation on Swakopmund's economy along with analytic data speaking on Swakopmund's market trends, the local business environment, the state of economic health and effectiveness of implemented policies. They did however lament the lack of data available on business in Swakopmund confining the Namibia Statistics Agency.

In light thereof, Economic Development Services continued to engage the company and held a meeting to discuss a free service where the

municipality will provide information to Messrs Simonis Storms, who would compile and analyze statistics into real economic data to guide growth and development and respond effectively to economic challenges and opportunities, especially with new developments such as green hydrogen and the oil and gas discovery nearby. Messrs Simonis Storms proposes that a pilot project could be done without cost to Council.

Messrs Simonis Storms was informed that Council is required to obtain services through the Procurement Act and that the discussions does not warrant any future commitments in terms of finances based on this understanding the company agreed to assist Council with a pilot study in this regard. The pilot project could produce substantial results similar to the SEB proposed by HEI.

5. **Conclusion**

The Swakopmund Economic Barometer presents an opportunity to enhance the municipality's ability to make informed, data-driven decisions that will drive sustainable economic growth. Council can explore a cost-effective and strategic approach to implementing this critical tool. Council will have the opportunity to assess the potential of the Barometer in a structured and comprehensive proposal through Council's tender process as a long-term solution for ongoing economic intelligence needs. By approving this submission, Council will enable the Municipality to:

- *Test the viability and practicality of the Economic Barometer concept.*
- *Leverage advanced data analytics to improve planning and resource allocation.*
- *Strengthen stakeholder collaboration and investor confidence through credible insights.*

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

RECOMMENDED:

- (a) **That Council allocates an annual budget of N\$600,000.00 for the procurement of a Swakopmund Economic Barometer that should include the cost of training municipal staff in economic data analysis and interpretation and for the acquisition of advanced software and tools for data analytics and visualization.**
 - (b) **That the General Manager: Finance makes necessary budget provisions during the next financial year to procure consultancy services to produce an Economic Barometer.**
 - (c) **That the services be procured in accordance with the Public Procurement Act, Act 15 of 2015, as amended.**
 - (d) **That should (c) above be approved, Messrs High Economic Intelligence be advised to apply as per the Act.**
 - (e) **That additional funds be made available for training municipal staff in economic data analysis and interpretation and acquisition of advanced software and tools for data analytics and visualization**
 - (f) **That the outcome of the Economic Barometer be shared with Council to inform future decisions on the continued use and expansion of this critical tool and services.**
 - (g) **That Council takes note of the offer from Simonis Storms to embark on the pilot study.**
-



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COST PROPOSAL

PROVISION OF THE SWAKOPMUND ECONOMIC BAROMETER (SEB) TO THE SWAKOPMUND MUNICIPALITY



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Who We Are

HIGH ECONOMIC INTELLIGENCE (HEI) is an independent research entity specializing in economic and financial services. The entity has created a diversified portfolio that presents the optimal balance between the current return on investment and future growth. We are focused on identifying suitable business opportunities in alliance with strategic partners, in order to facilitate the transfer of skills and technology and thereby promote the growth of the Namibian economy. Hei Investments differentiates itself from competitors in terms of research, technology, experience, and business model.

About Us

We can provide regular pieces of written economic research, which are available in packages for an annual subscription, and can give presentations to management groups or at larger venues and guests. We also undertake bespoke research projects commissioned by companies, local authorities, government agencies, and trade associations.

We can also provide a comprehensive short-term analysis of the Namibian economy for company executives in areas that have a crucial impact on company performance and profitability.

1. SWAKOPMUND ECONOMIC BAROMETER (SEB)

The SEB is a compilation of economic variables that measure economic activity in the town of Swakopmund.

2. Value Proposition to the Swakopmund Municipality

2.1 Evidence-Based Decision Making

Evidence-based decision-making is a process for making decisions that is grounded in the best available research evidence and informed by experiential evidence from the field and relevant contextual evidence.

2.2 Efficient Allocation of Resources

Efficiency implies a state in which every resource is optimally allocated to serve each individual or entity in the best way while minimizing waste and inefficiency.



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2.3 Monitoring and Evaluation

Monitoring and Evaluation is the ability to measure the work that has been carried out against the intended targets.

3. Sectoral Data

3.1 Secondary Sector

- 3.1.1 Construction Sector
- 3.1.2 Electricity Generated

3.2 Tertiary Sector

- 3.2.1 Financial Sector
- 3.2.2 Tourism & Transport
- 3.2.3 Retail Sector

3.3 Primary Sector

- 3.3.1 Manufacturing

3.4 Stress Index

- 3.4.1 Unemployment
- 3.4.2 Inflation

4. Deliverables

- 4.1 Collection of Quality Data
- 4.2 Cleaning of the Data Collected (Volatility & Outliers)
- 4.3 Preparation of Data
- 4.4 Consistency in the Data
- 4.5 Analysing of the Data and Economic Modelling (Trends, Comparative, Historical & Forecasting)
- 4.6 Packaging of the Information (Presentations etc)
- 4.7 Report Writing
- 4.8 Monitoring and Evaluation



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Additional Indices to be collected See Annexure A

5. Cost Proposal

5.1 Roles & Responsibility

- Monthly Updates to the Municipality
- Quarterly Presentations & Reports
- Ad hoc reports or presentations as and when required by the Swakopmund Municipality

PROVISION OF THE SWAKOPMUND ECONOMIC BAROMETER (SEB) TO THE SWAKOPMUND MUNICIPALITY			
KEY PERSONNEL	NO. OF HOURS SPENT ON WORK	COST/HOUR	TOTAL COST PER MONTH IN N\$
Head of Research	3	2,500.00	7,500.00
Senior Economist	7	1500	10,500.00
Economist	14	1000	14,000.00
Data Modeler	7	1000	7,000.00
Data Analyst	11	1000	11,000.00
Total per month	42		50,000.00



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info@hei.com.na

www.hei.com.na

6. KEY PERSONNEL EXPERIENCE

Name	Responsibility	Years with firm	Prior Industry Experience	Academic Qualifications
Salomo Hei	Head of Research	9	15 +	Masters in Development Finance B Comm. Honors Economics BA Economics and Industrial Relations
Monika Kristof	Senior Economist	5	5	Master in Applied Econometrics (2024-2025) BA-Economics Honours
Turimuye Uandara	Economist	3	3	BA-Economics Honours Diploma in Entrepreneurship and New Venture Management
Asnath Tjözongoro	Data Analyst	1	1	Master in Applied Econometrics (2024-2025) BBA-Economics Honours
Pombili Haitamba	Data Modeler	2	5	Master in Data Science (2023-2024) BSc Honours (Mathematics and Computer Science)

Annexure "B"

Michelle Uwites

From: Monica Kristof <monika@hei.com.na>
 Sent: Thursday, 04 April 2024 08:43
 To: Oscar Homateni
 Cc: salomo@hei.com.na; Michelle Uwites
 Subject: Invitation to Present Proposal: Swakopmund Economic Barometer (SEB)

Good Morning Oscar,

Thank you for extending an invitation to High Economic Intelligence (HEI) to present our proposal for the provision of the Swakopmund Economic Barometer (SEB). We are pleased to have garnered significant interest from the Swakopmund Municipality.

We hereby accept the invitation to present our proposal to the Council at the Management Committee Meeting. Thank you once more and we look forward to presenting our case and discussing the possibilities of working with the Swakopmund Municipality on this assignment.

Regards,



Ms. Monika Kristof

Senior Economist
 High Economic Intelligence

15 Garden Street, Asspapplatz/Windhoek
 P.O. Box 24867, Windhoek | +264 61 507 708
 monika@hei.com.na | www.hey.com.na

From: Oscar Homateni <ohomateni@swkmun.com.na>
 Sent: Thursday, 4 April 2024 08:43
 To: monika@hei.com.na
 Cc: salomo@hei.com.na; Michelle Uwites <muwites@swkmun.com.na>
 Subject: Invitation to Present Proposal: Swakopmund Economic Barometer (SEB)

Good Morning

I hope this email finds you well. I am writing to extend an invitation to High Economic Intelligence (HEI) to present its proposal for the provision of the Swakopmund Economic Barometer (SEB).

As a leading expert in economic intelligence and analysis, HEI's proposal has garnered significant interest from our municipality.

Ordinary Council Meeting - 27 February 2025

Dear Mr. ...

Meeting Details:

Date: Thursday, 11 April 2024
Time: 08H00
Venue: Management Council Boardroom
Swakopmund Municipality Head Office

We look forward to hearing your presentation for a potential collaboration between FBI and the Swakopmund Municipality for the implementation of the SEB

Thank you for your attention to this matter. Should you have any questions or require further information, please do not hesitate to contact me.

Kind regards,



OSCAR HOMATEN
Mayor of Swakopmund Municipality

Swakopmund Municipality
P.O. Box 1000
Swakopmund, Namibia

Signature

11.1.13 **FEEDBACK REPORT: REGULATION OF MOBILE FOOD KIOSKS IN SWAKOPMUND**
(C/M 2025/02/27 - 15/1/3/1)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **7.13** page **124** refers.

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

1. Introduction

This submission serves to provide an update on the progress made regarding the regulations of mobile food trucks along the beach and in general.

2. Background & Council resolutions taken regarding the regulation of mobile food kiosks in Swakopmund

2.1. Council held a brainstorming exercise on **20 September 2022** to evaluate the current food truck sites and to review all documents related to the Food Trucks i.e. leasing agreements, Standard Operating Procedures, Council resolutions, etc. to ensure conformity to all statutory requirements.

2.2. Following the brainstorming exercise, Council on **27 October 2022**, under item 11.1.8 resolved as follows:

- (a) *That all applications to lease the mobile kiosk sites are not renewed.*
- (b) *That mobile kiosks be categorized into two groups i.e., those cooking on-site (mobile restaurant) and those serving ready-to-eat food.*
- (c) *That the mobile kiosks cooking on-site be required to have extractor fan and fat traps in their trucks.*
- (d) *That owners of mobile kiosks ensure that their vehicles are properly licensed and permitted to operate in terms of all applicable laws before any lease agreement (new or renewal) is signed.*
- (e) *That like any other food preparation building, food trucks be inspected by the health department to review and verify that the food is being prepared, maintained, and created in a safe manner.*
- (f) *That the fire brigade section be required to do routine inspections of all mobile kiosks, especially those using cooking equipment on board to ensure that they comply with fire regulations.*
- (g) *That a checklist for registering mobile kiosks be developed to ensure that applicants adhere to all legal instruments before a lease agreement is signed.*
- (h) *That mobile kiosk sites be allowed at the following sites: north of aquarium, tennis court, parking area opposite the Statehouse, Saturday Market (Daniel Kamho Ave) erf 118 opposite Swakopmund Prison.*
- (i) *That the Engineering and Planning Services department identifies new mobile kiosk sites in all suburbs and Industrial Area and that sufficient electrical points and fixed ablution facilities be developed in these areas.*
- (j) *That the mole and old skateboard area only be used for special events and the current kiosks in these areas be moved to the newly created area.*

- (k) That a notice be placed on various notice boards, and on social media informing the public that Council has reviewed the mobile kiosk area effective from February 2023.
- (l) That the Municipality of Swakopmund develops a policy that guides mobile kiosk businesses in Swakopmund.

2.3. Subsequent to the above resolution, a mobile kiosk policy was compiled and submitted to Council on **23 February 2023** under item 11.1.5 where it was resolved as follows:

- (a) That Council condones the Mobile Food Kiosks Policy (on file) for Swakopmund and that the proposed policy be reviewed by Council's Legal Advisor.
- (b) That the existing mobile kiosks that need to relocate in respect of Council's decision be given the first preference to reapply and select their preferred sites in the newly demarcated area.
- (c) That Council approves a new mobile kiosks site at Erf 626, Tamariskia, Erf 2349, Matutura.
- (d) That the mobile kiosk sites at the DRC Settlement be delayed until the complete decongestion process has been finalized.
- (e) That Council takes note that no suitable trading areas have been identified at the following suburbs / areas:
 - Industrial Area
 - Ocean view
 - Mile 4
 - DRC & Mondesa
- (f) That the policy be implemented in phases to be announced.
- (g) That Council provides public consultation.
- (h) That the reasons for relocation of the mobile food kiosks be stated in a press release.
- (i) That a time frame be put in place for the current mobile food truck for relocation.

2.4. Mobile Food Kiosks vendors were notified of the Council decision regarding the reviewed operations of the mobile food kiosks. A public petition was received, opposing the Council's decision. After receiving a public petition pertaining to the relocation of mobile food kiosks, Council on **31 August 2023** under item 11.1.32 resolved the following:

- (a) That Council take note of the petitions and objections lodged by the affected stakeholders against the relocation of mobile food kiosks.
- (b) That the Council takes note that there is no proof that the Town Planning Scheme was complied with when permission was granted for the utilization of the current mobile kiosk locations.
- (c) That a comprehensive public scoping exercise be carried out with all interested and affected parties, in consideration for the mobile kiosks currently operational within the beach area.

Ordinary Council Meeting - 27 February 2025

- (d) That comments, inputs, and concerns raised by the relevant stakeholders during the public scoping exercise in I above, be submitted to the Council for consideration.
- (e) That the comments, inputs, and concerns be investigated within the framework of the policy and regulations before Council takes a final decision.

2.5. Following the Council resolutions outlined above, the following activities took place:

- Mobile Food kiosk policy was compiled and approved.
- Mobile Food kiosks policy was forwarded to Council attorney for scrutiny and advice. The attorney's advised that Mobile food kiosks being part of the informal trading activities cannot be regulated separately since they form part of the informal trading regulation which was still under review and in the process to be formalized. The mobile food kiosks policy was therefore reviewed and aligned to the draft informal trading regulation (**See Attached Annexure "B"**).
- All mobile kiosks vendors were informed of the Council resolution through written notices and requested to adhere to the requirements.
- Public announcement regarding the Council resolution was done through social media platforms i.e. Municipal Facebook page
- Layout plans for the mobile kiosks' sites at the Tennis Court and Amphitheatre Parking area were done.
- Demarcations for five additional sites at the Tennis Court Parking area as well as three sites at the Amphitheatre parking area were done.
- A cost estimation to upgrade the electricity supply at the Tennis Court parking area was also received from Erongo Red which was submitted to Council and funds were approved.
- A public scoping exercises as outlined in the Council resolution of **31 August 2023**, were carried out on **25 & 26 October 2023** where about 22 (mobile kiosks tenants & other affected stakeholders) attended.

2.6. Following the public scoping exercise, Council on **12 December 2023**, resolved that:

"Council apply for consent use in terms of Town Planning Scheme (Clause 6 - Consent use) for all mobile kiosk sites as per Council resolution of 27 October 2022, under item 11.1.8 and on 23 February 2023, under item 11.1.5".

Advertisement for Consent use as per Council resolution

- Public notices for consent use were advertised twice in the two newspapers (i.e. Namib Times and the Namibian) on **19th & 26th January 2024**.
- Objections were received after the advertisement and submitted to Council which on **02 April 2024**, under item 11.1.16 resolved as follows:
 - (a) That Council takes note of the objection received from various stakeholders objecting against creating new mobile kiosk sites as per Notice 07/2024.
 - (b) That Council takes note that the objection from Ms. Ursula Klein, objecting against keeping the Mobile Food Kiosks at the Strand Street (Old

Skateboard Area) was received in November 2023 before the Notice 07/2024 was placed in the newspaper.

- (c) That Council approves alternative sites, not in dispute.
- (d) That Mobile Kiosk Regulations be enforced, and lease (rental) fees be determined.
- (e) That a six (6) month grace period be given for compliance purposes.

After various objection received from stakeholders against moving the kiosks to new identified sites, Council decided to keep all mobile food kiosks at their current location subject to that they comply with all the requirements as outlined.

2.7. Site inspections and enforcement of the Mobile Food Kiosks requirements to ensure compliance.

- A meeting between Swakopmund Municipality officials and mobile food kiosks vendors took place on **18 April 2024** where the vendors were informed of the council resolution and given 6 months grace period to comply to all the requirements of trading as a mobile food kiosks.
- On **22 August 2024**, first joint operation was carried out by the officials from the Emergency & Law enforcement section, Economic Development services & Health and Solid Waste department to check on the compliance of all mobile food kiosks.
- All mobile food kiosks found not fully compliant were issued with a notice informing them of the defects that they need to rectify before the end of the grace period.
- Final site inspection was carried out on the **18 October 2024**, all mobile food kiosks found not fully compliant were issued with the final notice to rectify or vacate the site if not compliant by **30 October 2024**.

In conclusion, it is important to highlight that Council twice issued a public notice in several newspapers, seeking consent use for the proposed mobile kiosk sites in accordance with the provisions of the town planning scheme and as per the Council resolution dated **27 October 2022**. The identified sites included North Aquarium, the Tennis Courts, the parking area opposite the Statehouse, and the Saturday Market (Daniel Kambi).

During a subsequent Council meeting held on 23 February 2023, resolved not to proceed with the proposed new mobile kiosk sites. Instead, the decision was made to maintain the existing arrangements, thereby preserving the status quo.

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

RECOMMENDED:

That the feedback report for regulation of Mobile Food Kiosks in Swakopmund be noted.

MOBILE FOOD TRUCKS/TRAILES REQUIREMENTS CHECKLIST**1. ADMINISTRATIVE (ECONOMIC DEVELOPMENT SERVICES)**

- Certified copy of Vendor Applicant ID
- Certified copy of Assistant
- Certified copy of a valid work permit for non-Namibians Applicants
- Two ID photos for both Applicant & Assistant
- Copy of Vehicle Registration Certificate & License
- Copy of a valid Business Registration & Fitness Certificates
- Copy of a valid Fire safety Compliance Certificate
- Copy of a valid food Handlers Certificate

2. OPERATIONAL REQUIREMENTS**2.1 Law Enforcement & Emergency Services**

- Displaying of Business Registration & Fitness Certificate
- Displaying of a valid License disc
- Functioning lights and indicators
- Tyres in good conditions
- General roadworthiness of a vehicle
- Fire protection (fire extinguishers/fire blankets)
- First Aid Kit

2.2 Health Service & Solid Waste Management

- Adequate ventilation/extraction
- Adequate lighting
- Sink
- Personal hygiene
- Medical fitness
- Protective clothing for food handlers
- Effective cleaning materials
- Effective pest control measures
- Refuse removal measures.
- Effective grey water removal measures
- Fat traps (optional)

SWAKOPUND MUNICIPALITY MOBILE FOOD KIOSK



Compiled by: Economic Development Service Department



January 2023

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1. INTRODUCTION

Council first approved the allocation of specific sites for mobile food kiosks on **26 April 2001**. This decision followed applications that were regularly received from members of the public to allow them to sell food from Mobile Food Kiosks throughout town. It was then decided to demarcate various sites in town for this purpose. The Mobile Food Kiosks have been regulated based on the standard conditions outlined in the Council Property Policy, Section 9.2.6.

Council intends to further regulate Mobile Food Kiosks and informal trading more formally through promulgation of Informal Trading Regulations.

2. PURPOSE

The purpose of the Mobile Food Kiosks policy is to regulate all mobile food trading activities within the local authority area of Swakopmund as envisaged in the Informal Trading Regulations. It further aims to control mobile food kiosks and outline the terms and condition under which Mobile Food Trading may operate in harmony with the Informal Trading Regulations.

3. OBJECTIVES

3.1. The objectives of this policy is to:

- 3.1.1. Acknowledge informal food traders as a legitimate and emerging sector of the food industry in Swakopmund.
- 3.1.2. Recognize that mobile food trading plays a significant role in Swakopmund and provides a valuable economic, social and cultural benefit to the community.
- 3.1.3. Accommodate trading by mobile food traders within the local authority area of Swakopmund in a manner which will:
 - 3.1.3.1. Complement established Fixed Food Businesses;
 - 3.1.3.2. Provide the community and visitors with additional diversity and variety of food and beverage options;
 - 3.1.3.3. Provide sites which are safe and convenient in terms of access, facilities and attraction, and which do not unreasonably interfere with the purpose and security of other public assets or

inconvenience the function or amenity of other uses and the environment; and

- 3.1.3.4. Provide all mobile food traders with an equal opportunity to trade within the local authority area of Swakopmund.
- 3.2. This policy must at all times comply with the provisions of the Informal Trading Regulations.

4. DEFINITIONS AND INTERPRETATION

- 4.1. Unless inconsistent with the context, the words and expressions set forth below, shall bear the following meanings and cognate expressions shall bear the corresponding meanings:
- 4.1.1. "**Applicant / Lessee**" means a person who sells or offers for sale food and other beverages, or distributes food and beverages free of charge, from a Mobile Food Kiosk in any public, private or restricted space.
- 4.1.2. "**Business Day**" means any day, excluding Saturdays, Sundays, and officially recognised public holiday in Namibia in terms of the Public Holidays Act, 26 of 1990.
- 4.1.3. "**Council**" means the Local Authority Council of Swakopmund
- 4.1.4. "**Day**" means any calendar day, including Saturdays, Sundays, and officially recognised public holiday in Namibia in terms of the Public Holidays Act, 26 of 1990.
- 4.1.5. "**Fixed Food Business**" means any business with a primary purpose of which is to retail sale of food or beverages that is operating within a fixed premise. Fixed food businesses include cafes, restaurants, takeaway food businesses, butchers, hotels, supermarkets and in some circumstances, service stations.
- 4.1.6. "**Local Authorities Act**" means the Local Authorities Act, 22 of 1992, as amended.
- 4.1.7. "**Mobile Food Kiosk**" means trailers; bicycles; caravans; mobile kiosks; light delivery vehicles; food trucks, carts, vans; or any other vehicle that have been equipped to cook and sell food, including but not limited to converted vans,

buses or other vehicles, irrespective of whether such trailer, caravan, mobile kiosk, vehicle, or converted vehicle can move on its own, be towed, pulled, self-propelled or move with little to no effort. Mobile Food Kiosk may also include any other towable device or object. It will exclude immovable structures such as containers, Wendy houses etc.).

4.1.8. **“NATIS”** means a subdivision of Transport Information and Regulatory Services.

4.1.9. **“Special Events”** means events that are hosted at areas other than those designated sites for Mobile Food Kiosks for a continuous period of not more than 25Days.

4.2. Unless inconsistent with the context or save where the contrary is expressly indicated, when any number of Days is prescribed in this policy, same shall be reckoned exclusively of the first and inclusively of the last, unless the last Day falls on a Day which is not a Business Day, in which case the last day shall be the next succeeding Business Day.

5. APPLICABLE LEGISLATION

- (i) Local Authorities Act, 23 of 1992, as amended;
- (ii) General Health Regulation (121 of 1969);
- (iii) Informal Trading Regulations;
- (iv) Local Authority Fire Brigade Services Act, 5 of 2006;
- (v) Road Transport Traffic Act, 22 of 1999; and
- (vi) Road Transport Traffic Regulation, 53 of 2001.

6. SCOPE

This policy applies to mobile trading, as defined in the Informal Trading Regulations, insofar as such mobile trading relates to food, conducted within the local authority area of Swakopmund, in the informal trading sector.

7. CONDITION AND TERMS OF LEASE

The Applicant may lease a designated area from the Council on the terms and conditions set out in the lease agreement annexed to the Informal Trading Regulations (which agreement is annexed hereto as "Annexure B").

8. APPLICATION AND ALLOCATION

- 8.1. The Administrative officer at Health & Waste Management Services Department may provide an Informal Trader Registration form and an Informal Trading Permit application form to the Applicant. An application fee and/or registration fee may be payable at the cashiers.
- 8.2. The Applicant completes an application form to be registered as an informal trader and to apply for an informal trading permit, and in doing so must provide the following supporting documents:
 - i. A certified copy the license disc of a roadworthy Mobile Food Kiosk, in cases where the Road Transport Traffic Act, 22 of 1999, requires such Mobile Food Kiosk to be registered with NATIS;
 - ii. A certified copy the certificate of registration of a roadworthy Mobile Food Kiosk, in cases where the Road Transport Traffic Act, 22 of 1999, requires such Mobile Food Kiosk to be registered with NATIS;
 - iii. A copy of a Namibian Identity document or passport; or
 - iv. Letter from a medical practitioner indicating the Applicant's health status with respect to handling of food;
 - v. Valid business visa (for non-Namibian); and
 - vi. 2 Passport Photos for the Informal Trader and all assistants of the Informal Trader.
- 8.3. The Applicant must return the original Informal Trader Registration form and Informal Trading Permit form together with the receipts of the application fees paid to the Administrative Officer. The Administrative Officer must sign the Informal Trader Registration form and Informal Trading Permit form to confirm that the documents were returned to him/her and provide a stamped and signed copy to the Applicant.
- 8.4. An application for registration as an informal trader and informal trading permit must be considered and the outcome must be communicated to the Applicant within 45 Days of receipt thereof as envisaged in the Informal Trading Regulations.
- 8.5. The Applicant must pay the **rental fees as per approved tariff** within three (3) Business Days from the date of submitting the application to secure a site

and must provide proof of payment to the municipal official.

- 8.6. Once proof of payment of the rental fee is received, the responsible municipal officer shall make copies and a draft lease agreement will be compiled by the municipal official.
- 8.7. The Applicant must take a copy of the signed application for informal trader registration and application for informal trading permit or proof of payment and the lease agreement (even if it is only signed by him/her at that stage) back to the municipal official.
- 8.8. The municipal official must send the lease agreement for signing to the relevant municipal signatories.

- 8.9. The municipal official must, within 3 Business Days of the lease agreement being signed by the relevant municipal signatory, provide a copy of the duly signed lease agreement to the Applicant together with the informal trader registration certificate and informal trading permit approved in respect of the Applicant. The original lease agreement will be kept at the municipality for safekeeping.
- 8.10. The municipal official shall keep a spread sheet of the allocations as the lease period varies from Applicant to Applicant.
- 8.11. The municipal official must diarize all lease periods for various successful applications until the period of lease lapses to avoid double booking.
- 8.12. Upon termination of the lease agreement, a new agreement may be signed on the same terms and conditions as the lease agreement annexed to the Informal Trading Regulations (which agreement is annexed hereto as "Annexure B"), subject to a review of the rental payable by the Applicant.

9. GENERAL CONDITIONS / RULES

- 9.1. No new Mobile Food Kiosks will be allowed in the central business district (CBD).
- 9.2. No Mobile Food Kiosks will be allowed in the vicinity of government institutions, schools and institutions of higher learning where provision for cafeterias have been made.
- 9.3. Mobile Food Kiosks will not be endorsed in front or next to formal shopping centers where similar products are provided for by Fixed Food Businesses.
- 9.4. No Mobile Food Kiosks in residential areas, traders are advised to apply for a homeshop/ tuckshops permit with department of Health & Waste Management Services.
- 9.5. No Mobile Food Kiosks will be sanctioned within 15 meters of any intersection which might lead to hindrance of traffic flow.
- 9.6. No Mobile Food Kiosks will be endorsed along major roads, unless safe parking is available.
- 9.7. Distance of 5 meters need to be kept between Mobile Food Kiosks at a designated areas for the purpose of sustainability of mobile food trading.
- 9.8. Mobile Food Kiosks may be lodged on private commercial properties, subjected to approval from the owner of the property and surrounding

businesses, provided that there is no conflict between the activities of the existing businesses.

- 9.9. Mobile Food Kiosks must be maintained in proper working conditions and should be free of visible damages, including but not limited to rust, dents, cracked or broken glass and chipped paint.
- 9.10. Mobile Food Kiosks cooking on site must have an extractor fan and fatty trap fixed on or in the kiosks.

10. FEES AND CHARGES

- 10.1. A rental fee will apply to a Mobile Food Kiosk.
- 10.2. An application fee will be payable in respect of:
 - 10.2.1. An application for registration as an informal trader or the renewal thereof; and
 - 10.2.2. An application for an informal trading permit or the renewal thereof.
- 10.3. Council will set the fees annually in accordance with the Local Authorities Act.
- 10.4. Applicants will be required to make payment for any connection and use of water and electricity on site.

11. SPECIAL EVENTS

Mobile Food Kiosks will be permitted to operate at various Special Events. To participate in such events, vendors should apply directly to the relevant department in charge of the event, usually the Economic Development Service.

12. VIOLATION

- 12.1. The Council may refuse an application for an informal trading permit if the Applicant has had an informal trading permit revoked or suspended in a period of 2 years before the application.
- 12.2. The Council shall have the power to suspend or revoke a trader's informal trading permit and cancel its lease agreement for any violation of the Informal Trading Regulations or any conditions of its informal trading permit. Before an informal trading permit is revoked or suspended, the Council must give reasonable notice to the Applicant and grant the Applicant an opportunity to make written submissions on why the permit should not be revoked or suspended.
- 12.3. Any Applicant that loses its informal trading permit for any such violation outlined in (12.2) above, will be prohibited from reapplying for a new informal trading permit for a period of six (6) months from the date of the revocation or suspension of the original permit.
- 12.4. Applicants who are suspended or removed from the site for violation outlined above (12.2) will not be entitled to a refund of any application or other such fees paid.

- 12.5. No informal trading fee or rental shall be payable during the period of suspension of an informal trading permit.
- 12.6. The Applicant will be guilty of an offence if it contravenes any provision of the Informal Trading Regulations or any condition on its informal trading permit. Upon conviction, the Applicant will be liable to a fine not exceeding N\$ 6,000-00 or imprisonment for a period not exceeding 6 months.

13. DEMARCATED SITES/ AREA FOR MOBILE FOOD KIOSKS

Council will from time to time review and approve Mobile Food Kiosk sites as the need arise.

14. CHECKLIST OF REQUIREMENTS / COMPLIANCE

14.1. Certified copy of Applicant's ID or Passport	
14.2. Valid business visa (for non-Namibian)	
14.3. Certified copy of mobile food kiosks license disk from NATIS, in cases where the Road Transport Traffic Act, 22 of 1999, requires such Mobile Food Kiosk to be registered with NATIS	

14.4. Certificate of registration of the mobile food kiosks from NATIS, in cases where the Road Transport Traffic Act, 22 of 1999, requires such Mobile Food Kiosk to be registered with NATIS	
14.5. Two Passport Photos for the Informal Trader and all assistants of the Informal Trader	
14.6. Letter from a medical doctor indicating Applicant's health status with respect to handling of food	
14.7. Extractor fan and fatty trap for on-site cooking Mobile Food Kiosks	

Annexure "B" –LEASE AGREEMENT

LEASE AGREEMENT
CONCLUDED BETWEEN

COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND

Herein duly represented by **ALFEUS BENJAMIN** and **WILFRIED GROENEWALD OR CLAUS-WERNER GOLDBECK**

In their respective capacities as **CHIEF EXECUTIVE OFFICER** and **CHAIRPERSON OF THE MANAGEMENT COMMITTEE OR ALTERNATE CHAIRPERSON OF THE MANAGEMENT COMMITTEE**

and acting by virtue of authority granted in terms of section 31(A)(a) of the Local Authorities Act, 23 of 1992, as amended
(hereafter referred to as the "Council")

AND

Full Names and Surname:
Identity no:
Marital status and regime:
Full names of spouse:
(if married in community)
(hereafter referred to as the "Informal Trader")

LETTING AND HIRING

1. The Council hereby leases to the Informal Trader the following informal trading site, with number or described as:

.....

situated at: as indicated on the attached plan ("the Hired Property"), for the purpose of conducting informal trading as described in the

informal trading permit issued on (date of permit);

RENTAL PERIOD

2. This Agreement will commence from (date) , despite the date of its signature, and shall endure for-

2.1. a period of 12 (twelve) months from such date; or

2.2. until the Informal Trader’s informal trading permit expires, is suspended or revoked;

2.3. the lease becomes terminated on one month’s prior written notice by any of the parties; or

2.4. the lease becomes otherwise terminated in terms of the applicable law.

3. Parties may cancel this Agreement by giving the other party one month’s written notice to that effect.

RENTAL

4. The Informal Trader shall pay to the Council a monthly rental in the sum of

N\$, or any such amount as the Council may from time to time determine.

5. The rental will be payable without any deduction or set-off in advance on or before the seventh business day of each and every month.

6. If the Informal Trader does not use the Hired Property for the entire duration of this Agreement, the Informal Trader will have no claim to be refunded, in full or in part, of any monies paid to the Council.

RIGHTS AND DUTIES OF INFORMAL TRADER

7. The trading hours shall be in accordance with the trading hours prescribed in the Informal Trading Regulations from time to time. The Informal Trader shall not overnight on the Hired Property.

8. The Informal Trader shall comply with the terms and conditions of the informal trading permit

issued to him/her, the provisions of the Informal Trading Regulations and any other applicable laws.

9. The Informal Trader shall comply with the terms and conditions of the informal trading permit issued to him/her, the provisions of the Informal Trading Regulations and any other applicable laws.
10. No open fires are allowed.
11. The Informal Trader shall keep the Hired Property clean and tidy at all times.
12. At the termination of this Agreement the Informal Trader shall restore the Hired Property to the same condition it was received in at the commencement of this Agreement, save for reasonable wear and tear, to the satisfaction of the Council.
13. Any noise shall be restricted to the immediate surrounding area. The Council may cancel this Agreement in the event of any legitimate complaints are received from the public due to noise or misbehaviour.
14. The Informal Trader shall arrange for ablution facilities if required.
15. The Informal Trader must indicate to the Council, in writing, whether the Informal Trader requires refuse bins, and if so, the Informal Trader shall pay the Council, in addition to the rental payable in respect of the Hired Property, for the lease of such refuse bins and refuse removal in accordance with the prescribed tariffs.
16. The Informal Trader shall be responsible to pay charges of consumption of water and electricity to the relevant service provider.

PROVISIONS IN RESPECT OF FOOD TRADING

17. For purposes of this part, trailers, bicycles, caravans, mobile kiosks, light delivery vehicles, food trucks, carts, vans, or other vehicles used in mobile trading (as defined in the Informal Trading Regulations) and other immovable structures, such as stalls, wendy houses, trading booths or modified shipping or other containers used in informal trading are referred to as “Kiosks” .
18. Kiosks may overnight at the Hired Property, subject thereto that it is well maintained.
19. Kiosks shall be to the satisfaction of the standards and conditions set by the Council’ s fire brigade.

20. Food preparation shall be conducted inside Kiosks.
21. Kiosks may provide folding outdoor seating facilities which can be packed away at the end of the trading day.
22. The Informal Trader must provide facilities to safely dispose of grease, used water, solid waste or other refuse.
23. The Informal Trader shall register with the Health Services Department of the Council.

BREACH

24. Should the Informal Trader fail to comply with any of the terms and conditions of this Agreement and fail to remedy such breach within 14 (fourteen) calendar days after the date of written notification from the Council to do so, the Council shall be entitled to cancel this Agreement with immediate effect. All outstanding amounts then owing to the Council in respect of this Agreement, shall immediately become payable upon such cancellation.
25. If the Informal Trader remains in possession or occupation of the Hired Property after the Council has cancelled this Agreement, the Informal Trader shall continue to pay the monthly rental to the Council as set out hereinabove until the Informal Trader vacates the Hired Property. Acceptance by the Council of such rental shall not affect the Council's right to cancel this Agreement.
26. Cancellation of this Agreement by the Council due to any breach by the Informal Trader shall not affect the Council's right to claim damages or any other remedies which the Council may have in law against the Informal Trader.
27. The Council shall be entitled to recover all legal expenses from the Informal Trader incurred by the Council arising from the breach of the Informal Trader of this Agreement on an attorney-and-own-client scale.

IMPROVEMENTS

28. No improvements, changes or any other work on the Hired Property may be done by the Informal Trader without the prior written consent from the Council.

ACCESS

29. The Council, its employees and representatives shall at all reasonable times be entitled to have access to the Hired Property for purposes of inspection or any other lawful purpose.

SUB-LETTING

30. The Informal Trader will under no circumstances sub-lease the trading site or transfer, cede or assign any of his/her rights or obligations in terms of this Agreement.

INDEMNITY

31. The Informal Trader hereby indemnifies the Council against and holds it harmless for any damage, injury, loss or legal costs suffered whatsoever by the Informal trader, assistant, any employee or any third party arising from this Agreement, irrespective of any such claim arising from the negligent act or omission of the Council, its employees or representatives.

32. The Informal Trader hereby also acknowledges and assumes the risk associated with the storage or use of any food, goods, items, objects, devices and dangerous or hazardous substances on or at the Hired Property. The Informal Trader hereby indemnifies the Council against and holds it harmless for any damage, injury, loss or legal costs suffered whatsoever by the Informal trader, assistant, any employee or any third party as a result of the storage, usage, malfunction etc of such food, goods, items, objects, devices and dangerous or hazardous substances.

DOMICILIUM

33. The parties chooses their respective *domicilium citandi et executandi* at the following address:

Informal Trader:

The Council: The Office of the Chief Executive Officer, Municipal Office Complex, Rakotoka Street, Swakopmund.

WHOLE AGREEMENT AND NON-VARIATION

34. This Agreement constitutes the whole agreement between the parties and no amendment, addition or omission hereto shall be binding upon the parties, unless reduced to writing and signed by both parties and no indulgence which either party may show to the other party, shall in any way be constructed as a waiver or novation of this agreement by that party.

JURISDICTION

35. The parties agree to the jurisdiction of the Magistrate's Court in respect of any action which may arise from this agreement, the cancellation thereof or any other related matter.

.....
Signed by the Informal Trader

Date Signed:

Place Signed:

.....
Signed by the Council

Date Signed:

Place Signed:



8 Swakopmund Municipality

(064)
53 Swakopmund
NAMIBIA
www.swkmuni.com.na

Ref No: 13/3/1/6

Enquiries:

Date

CERTIFICATE OF INDEMNITY

I/We

in my / our capacity / capacities as

of

hereby unconditionally indemnify the MUNICIPAL COUNCIL OF SWAKOPMUND against all and any claims in respect of damage to property and / or bodily injury to / loss of life of people or animals that may arise from the utilization of the municipal property during the use of municipal facilities as fromuntil, by myself or any participants or people making use of any commodities which are linked to this public area:


➔ Site located

Thus signed at Swakopmund this..... day of 2020.

As witnesses

1.

2.
..... t/a



Municipality of Swakopmund

CONSENT USES FOR ALLOCATION OF MOBILE FOOD KIOSKS ON VARIOUS DESIGNATED SITES IN ACCORDANCE WITH THE PROVISIONS OF THE SWAKOPMUND ZONING SCHEME

Notice is hereby given in terms of Clause 6 of the Swakopmund Zoning Scheme Regulations that the Municipal Council considers the following consent uses, erection of buildings and use of land, details of which are obtainable from the General Manager: Economic Development Services.

Swakopmund Municipality herewith intends to permit the operation of Food Mobile Kiosks on the following area

- 5 additional sites Tennis Court (erf 450,245) parking area
- 3 sites Thomas Hamunyela Amphitheater Parking Area, Erf 1018 Swakopmund
- 3 sites at North of Aquarium parking area (Erf 2809)
- 2 sites at Daniel Kamho Avenue
- 3 sites at Erf 826 Tamariskia
- 3 sites at Erf 4349 Matulura
- 5 sites at Erf 118 (opposite Homecorp)

Any person having any objection against such application should lodge such objections in writing and within 14 days of the test publication to the Swakopmund Municipality, during normal business hours.

Closing date for objections or comments is 09 February 2024.


Contact Person Rauna Shipunda Tel: 064 - 4104612 Email: rauna@swakopmund.na

Mr. VS Kaulinge (General Manager: Economic Development Services)
Tel: +264 (64) 4104600.

Notice 07/2024

Nam
26/01/2024

Alfeus Benjamin
CHIEF EXECUTIVE OFFICER



Municipality of Swakopmund

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Notice 07/2024

NT
26/01/2024

Alfeus Benjamin
CHIEF EXECUTIVE OFFICER



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Mr. VS Kaulinge (General Manager: Economic Development Services)

Tel: +264 (64) 4104600.

Notice 07/2024

NT
19/01/24

Aifeus Benjamin

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Notice 07/2024

Naam
19/01/24

Aifeus Benjamin

CHIEF EXECUTIVE OFFICER

11.1.14 **REQUEST BY MS TILLITJIE ISAAK TO DONATE ERF 1632, MATUTURA, EXTENSION 8 TO HER DAUGHTER**
(C/M 2025/02/27 - E 1632 M)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **8.1** page **03** refers.

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

1. **INTRODUCTION**

The purpose of this submission is to request Council's approval to allow Ms Tillitjie Isaak to donate Erf 1632, Matutura, Extension 8 to her daughter Ms. Hendrika Magerie Van Neel.

Attached as **Annexure "A"** is a letter from Ms. Isaak requesting to donate Erf 1632, Matutura, Extension 8 to her daughter.

2. **BACKGROUND**

Ms Isaak purchased Erf 1632, Matutura, Extension 8 under the Mass Housing Development Programme on **20 November 2024** from NHE as per the attached Cash Sales Agreement (**Annexure "B"**). The erf was donated to the beneficiary in terms of a Tripartite Agreement between Council, NHE, and the beneficiary. The Tripartite Agreement, however, was not signed, as a letter dated **26 September 2024**, was received from Ms. Tillitjie Isaak requesting to transfer the erf originally donated to her to her daughter due to a serious health condition.

As per **Annexure "A"** Ms Isaak is requesting Council to waive the pre-emptive right over Erf 1632, Matutura, Extension 8 as stipulated under the criteria of low-cost housing projects. The applicant has been facing significant health challenges over the past couple of years and is currently undergoing emergency treatment for a newly discovered medical condition. The medical report for Ms. Isaak is on file.

3. **PRE-EMPTIVE RIGHT**

The Tripartite Agreement between the Beneficiary, Council, and NHE states that the sale of any improved erf is subjected to certain conditions, in particular, clause 2.3.1:

"The Council and/or the NHE may cede and assign their rights and obligations in terms of this agreement to any other person, provided they have given written notice thereof to the beneficiary. The Beneficiary may not cede and assign any rights or obligations under this agreement for the duration for the 10 (ten) year period... "

Therefore, the purchaser is not allowed to sell the property to a third party before the 10-year period has lapsed or, unless it is first offered to Council.

The Tripartite Agreement between the Council, NHE, and Ms. T. Isaak was not signed because, during the preparation for its execution, Ms. T. Isaak submitted a letter to the Council requesting permission to donate Erf 1632, Matutura, Extension 8, to her daughter, Ms. Hendrika Magerie Van Neel.

4. **PREVIOUS RESOLUTIONS WITH REFERENCE TO SALES TO THE THIRD PARTIES**

On **08 October 2024**, under item 11.1.13 Council approved as follows:

- (a) *That the Council approves to waive the pre-emptive right over Erf 4045, Mondesa by allowing Mr. Angamba to sell the erf to Mr Haimbondi based on Mr. Angamba being unemployed and experiencing financial difficulties and money has been exchanged between the two parties.*
- (b) *That the Council takes note that Mr Haimbondi already owns Erf 702, Mondesa, Extension 2, and is not a first-time time-homeowner.*
- (c) *That the donation of Erf 4045 be revoked and the land value of N\$68,000.00 be paid back to the Council by Mr. Angamba.*
- (d) *That the N\$68,000.00 be deducted from the remaining amount of N\$120,000.00 which must be paid to Mr Angamba by Mr Haimbondi.*
- (e) *That NHE issues the title deed to Mr Haimbondi after the full amount of N\$68,000.00 is recovered by the Council for the land value.*

While the pre-emptive right is a standard provision in low-cost housing projects to ensure equitable distribution, exceptional circumstances may warrant exemptions.

5. **DISCUSSION**

Ms. Isaak's health condition can be accepted as a mitigating factor and the pre-emptive right in favor of Council can be waived. Ms. Isaak is married in the community of property to Mr. Jonas Isaak (**Annexure "C"**).

Annexure "D" is a letter from Mr Isaak giving consent that Erf 1632, Matutura, Extension 8 be donated to his eldest daughter Mrs. Hendrika Magerie Van Neel. A meeting was further held between Council and the family, (**Annexure "E"** is the attendance register) to seek consensus and confirm the validity of the letters submitted.

Below is an evaluation of whether Ms. Hendrika Magerie Van Neel meets the criteria to be considered for the donation:

The Third-Party Criteria	Do They Comply
1. <i>He or she must be on the Master Waiting List</i>	No
2. <i>Must reside in Swakopmund</i>	No
3. <i>Must be a first-time homeowner</i>	Yes
4. <i>Must earn at least N\$ 6000.00 or more</i>	Yes

Mrs. Hendrika Magerie Van Neel (daughter of Ms. T Isaak) does not appear on the Master Waiting List as she has not made any housing applications in Swakopmund, however, Ms Isaak's case is considered a special case, and hence the request to Council. **Annexure "F"** includes Mrs. Hendrika Magerie Van Neel's information, such as her payslip, copies of her voter's ID and identification documents, a copy of the founding statement of the business she is a member of, and a copy of a sectional title registered under the business she is associated with.

The development cost of the erven was **N\$125.00** per m² (**N\$125.00 × 434 sqm = N\$ 54 250.00**) at the time. The current municipal land value for Erf 7604 is **N\$69 000.00** for the sale and **N\$150 528.00** for improvements. Since the owner paid **N\$ 72 788.00** for the erf, such amount can be deducted from the current erf value meaning, the seller must refund the amount of **N\$69 000.00** to Council to waive the pre-emptive right to sell Erf 1632 Matutura, Extension 8.

6. **PROPOSAL**

It is proposed that Ms. Isaak's request to waive the pre-emptive right to donate Erf 1632, Matutura, Extension 8 to her daughter be approved.

It is further proposed that a penalty be applicable, and payment of the current land value be made by Ms. Isaak.

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

RECOMMENDED:

- (a) **That Council approves the request by Mr. J Isaaks and Mrs. T Isaak to waive the pre-emptive right over Erf 1632, Matutura, Extension 8, in order to donate the erf to their daughter Ms. Hendrika Magerie Van Neel based on Ms. Isaak medical condition.**
 - (b) **That the donation of Erf 1632, Matutura, Extension 8 be revoked and the land value of N\$69 000.00 be paid back to Council by Mr. & Ms. Isaak.**
 - (c) **That all costs related to this transaction be for the account of the purchasers, such as (but not limited to) the cost for the deed of donation, bond, and transfer registration.**
-

ANNEXURE "A"

Transfer Erf 1623 Matutura



Ricky Tang <ricky86tang@gmail.com>
To: Raurovandu Rukoro; Hendreka

Reply Reply All Forward ...
Wed 2024/09/11 11:36 AM

You replied to this message on 2024/09/11 11:36 AM.



Transfer Erf 1623 Matutura.doc
51 KB

Good Day, Mr. Rukoro

Thanks for taking my call today and your assistance with this matter, as per our discussion please find attached the draft letter as discussed can you please advise whether this is in order?

Kind Regards,

Sedney Van Neel

The CEO / Councillor
Municipality of Swakopmund
C/o St & Daniel Kamho Ave, Rakotoka
Swakopmund
Namibia

26 September 2024

Dear, Sir / Madam

DONATION OF PROPERTY: Erf 1632 Matutura

I Tillitjie Isaak, Identity Number 631031 0030 2 hereby write to for your humble consideration to donate my property purchased through the Mass Housing Cash Sale Agreement dated the 20th November 2023 of a certain Erf 1632 Matutura in the Municipality of Swakopmund ("Property") to my eldest daughter Hendrika Magerie Van Nee? (nee 'IGorases'), Identity Number 870927 0026 4 who is married out of community of property.

The reasons I want to donate the Property are:

1. that I am married in community of property, though my husband and I are currently leading separate lives and have purchased this property on my own for my children and in the event of my demise I would like my daughter to have ownership as she is of sound mind and working, she is currently taking care of me and my other children and grandchildren;
2. I have been battling cancer for the past couple of years and am currently undergoing emergency chemotherapy with a new cancerous lump discovered recently. In my ongoing battle with cancer getting the house into the name of my daughter will give me peace of mind and enable me to concentrate on my recovery as this will set my mind at ease; and
3. I am retired and used my 1/3 lump sum of my pension to purchase the property cash. However the house is too small to accommodate my children and grandchildren currently and my daughter is willing to extend the house to accommodate myself and my other children.

I hereby humbly ask for your consideration to have the property registered in her name only, and that she be the legal owner of the property.

Please find all relevant documents attached for your consideration

Kind Regards

Yours faithfully,

Tillitjie Isaak

Mobile: 081 702 0549

MASS HOUSING

Cash Sales Agreement

entered into by and between

NATIONAL HOUSING ENTERPRISE
(Constituted under Act 5 of 1993)
7 General Murtala Muhammed Avenue, Eros
P.O.Box 20192
Windhoek
Tel: +264-61-276 100
Fax: +264-61-276 120

(Herein represented by MR DONALD TJKUNE in his capacity as
REGIONAL MANAGER: WEST and duly authorized thereto)

(Herein referred to as the SELLER)

AND

PURCHASER: TILLIETJI ISAAK
IDENTITY NUMBER: 63103100302

PO BOX 3316
SWAKOPMUND, VINETA

TEL NO: +264
CEL NO: 081- 7020549

MARITAL STATUS: SINGLE
(Herein referred to as the PURCHASER)

DT

AG TJ.

PL

On the other hand
(Hereinafter jointly referred to as "the Parties")

Should the Purchaser be:

- (a) a *Juristic Person*, it will be necessary –
 - (i) to furnish the full names and official capacity and resolution by the Board of the designating the *person* authorized to execute this Agreement on behalf of such *Juristic person*.
 - (ii) in event of any other *Juristic Person* than a registered company, a certified copy of the constitutive documents of such *juristic person*.
- (b) a NATURAL PERSON, the full names and date of birth must be furnished; and if a FEMALE, her marital status and previous surname if any.

WHEREAS:

- 1) The SELLER is the rightful owner of improved dwelling on ERF 1632 MATUTURA.
- 2) SELLER is desirous to sell the said improved dwelling on ERF 1632 MATUTURA to the PURCHASER, on the terms and conditions set out underneath;
- 3) PURCHASER is desirous to purchase the said dwelling on ERF 1632 MATUTURA from the SELLER, on the terms and conditions set out underneath.

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NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

The Seller hereby sells to the Purchaser who hereby purchases:

1. DESCRIPTION OF PROPERTIES:

Erf: 1632

MEASURING : 434m²

HELD BY : The MUNICIPALITY OF SWAKOPMUND which by virtue of a Deed of Donation, it has, or will donate to the Purchaser of the property on erf 1632 Matufura, Swakopmund.

THE PROPERTY/ Plot : ERF 1632

SITUATED in the MUNICIPALITY OF SWAKOPMUND
Registration Division: NAMIBIA ""

SUBJECT : To the conditions therein contained

2. SALE:

The SELLER hereby sells the PROPERTY as described in Paragraph 1 to the PURCHASER who hereby purchases same. This sale is subject to all the conditions and servitudes mentioned or referred to in the current or prior Title Deeds of the said PROPERTY, and to all such other conditions and servitude's which may exist in regard hereto, whether imposed by the Local Authority (i.e. the Town Planning Scheme) or any other person or body, whomsoever, upon the terms and conditions set out in this Agreement.

DT
AG T.I. PL

3 PURCHASE PRICE

Purchase Price for the PROPERTY is the amount of N 72 788.00 (Seventy two thousand seven hundred and eighty eight Namibian Dollars) and shall be paid cash should the PROPERTY be financed by another financial institution other than the SELLER which price exclusive all the transfer fees on the date of transfer by the seller free of exchange upon registration of the said property into the name of the Purchaser. Where the PROPERTY herein sold is financed by the NHE, the PURCHASER shall be subjected to a mortgage bond in favor of SELLER which mortgage bond shall simultaneously be registered with the transfer of the Erf to the PURCHASER through a Deed of Donation.

PARTIES agree that where SELLER finances the PROPERTY, NHE shall build into the monthly instalments, interest applicable on the loan and premiums for insurance purposes. The monthly installment applicable on the PROPERTY shall be N\$ () calculated at 0% () rate of interest per month, plus N\$ () for home owner's Insurance and Bond Insurance Policy bringing the total monthly installment for the time being at N\$ ().

Where applicable, installments payable shall be adjusted from time to time with regard to changing interest rates or inflation. Any market related adjustments may automatically be applied without prior communication to the PURCHASER.

PARTIES further agree that bond and transfer costs, if any, applicable on the transfer by way of Donation and Bond registration of the Improved dwelling shall be added to the total loan amount herein applicable.

4 POSSESSION DATE

Possession of the Dwelling shall be given to the PURCHASER and the PURCHASER shall be obliged to take possession thereof, on the date of a simultaneous transfer and Bond Registration of the said purchase into the name of the PURCHASER from which date the PURCHASER shall be liable for all municipal rates and taxes and/or fees payable on the PROPERTY, and from which date the PROPERTY shall be the sole risk of the PURCHASER. Where a Dwelling is financed by SELLER in terms of a mortgage agreement as contemplated in Clause 3 and more fully set out below, the SELLER shall be required to commence with installment payments in repayment of the Mortgage Bond in addition to all other payment obligations provided for in this Clause 4.

DT
AG T.J. P

4.1 MORTGAGE BOND

Notwithstanding anything that may appear contrary in this Agreement, the PURCHASER shall only be entitled to take transfer of the PROPERTY and against simultaneous registration of a first Mortgage Bond over the Improved PROPERTY in favour of the SELLER for the outstanding amount at the time and interest in terms of this Agreement. It is hereby agreed that a Mortgage Bond shall become necessary only where the SELLER finances the PROPERTY sold under this Agreement.

Should the SELLER have made any payment which legally the PURCHASER would have been liable to pay, whether before or after taking up possession, he shall be entitled to a refund thereof pro rata to the period of prepayment.

5. VOETSTOOTS

- 5.1 The improvements on the PROPERTY are sold voetstoots and the SELLER shall not be liable for any defects, patent, latent or otherwise in the PROPERTY nor for any damage occasioned to or suffered by the PURCHASER by reason of such defect. The Purchaser admits having inspected the PROPERTY to his satisfaction and that no guarantees or warranties of any nature were made by the SELLER or his agent regarding the condition or quality of the PROPERTY.
- 5.2 The PURCHASER herewith expressly acknowledges that no guarantee, representations or undertakings were given or made to him in respect of any attributes of the PROPERTY.

6. SANITATION, WATER AND ELECTRICITY

The Purchaser shall be liable for the payment of the basic tariff for sanitation services, basic tariff for water, electricity services and refuse removal, as from the date of transfer and simultaneous Bond registration. The Seller shall be liable to settle the account in full for the rates and taxes charges on the PROPERTY and improvements.

DT
AG T.I. PL

7. CANCELLATION

- a. Should the PURCHASER, fail to pay the full purchase price referred to in Clause 3, or fail to furnish acceptable guarantee to the SELLER, immediately upon registration of the Improved Property, into his or her name, where the IMPROVED PROPERTY is financed by another financial institution other than the SELLER, the SELLER shall without prejudice and with reservation of its all other rights at law be entitled forthwith, to cancel this Agreement and immediately demand that the PURCHASER vacate the IMPROVED PROPERTY within seven days (7) days after being issued with a written notice to vacate. The SELLER shall not incur any liability to the PURCHASER as a result of it having cancelled this Agreement on good cause and in good faith, or at the instance of the PURCHASER's non-performance in accordance with this Agreement.

7.1 Upon the expiration of such notice the PURCHASER shall immediately vacate the IMPROVED PROPERTY and give the SELLER peaceful and legal possession thereof, and the SELLER shall be entitled to alienate the IMPROVED PROPERTY and DONATED PLOT to a third party.

7.2 The SELLER shall furthermore be entitled to claim a penalty amount (whichever might be the highest) from the PURCHASER, which may be at the option of the SELLER -

7.2.1 The SELLER shall retain all such sums of money as the PURCHASER may have paid under this Agreement as a consideration for the payment of the purchase price or interest on it where legally such payments are refundable.

Provided further that the SELLER hereby reserves the right to claim damages from the PURCHASER.

8. INDULGENCES

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

DT
AG T.L. 

9. VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or canceling this agreement, and no waiver whether specifically, implicitly or by conduct of any right to enforce any term of this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties. The parties agree that this Deed of Sale constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein and signed by the parties hereto.

10. TRANSFER AND COSTS:

It being the SELLER'S prerogative to do so, the SELLER will appoint a conveyancer or conveyancers to carry out all conveyancing work in connection with the transfer of the IMPROVED PROPERTY to the PURCHASER. The SELLER shall pay transfer duty, stamp duty and all expenses of transfer, including Conveyancer's charges, and Bond fees, where applicable.

Transfer shall be effected as soon as possible after all required documents have been signed by the PURCHASER and the PURCHASER having satisfied the SELLER's Conveyancers that the full purchase price is on call for the SELLER'S benefit.

11 REVERSIONARY RIGHT

PARTIES agree that the PURCHASER, PURCHASER'S HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS shall not sell, or dispose the PROPERTY herein sold, to any person within a period of TEN (10) years calculated from the date of purchase, which period includes weekends and public holidays. Should the PURCHASER, PURCHASER'S HEIRS EXECUTORS, ADMINISTRATORS OR ASSIGNS intend or wish to sell or dispose the PROPERTY, the NHE shall then buy back the PROPERTY from the PURCHASER, PURCHASER'S EXECUTORS, ADMINISTRATORS OR ASSIGNS at a market related price.

DT
AG TJ PL

12. DOMICILIUM

12.1 All notices intended for the Purchaser shall be sent by registered mail to:

**ERF 1632 Matutura, Swakopmund
PO BOX 3316
Swakopmund, Vineta**

which address is selected as the *domicilium citandi et executandi* and any such notices shall be deemed to have been duly delivered to the Purchaser 5 (FIVE) days from date of posting thereof by the SELLER or his agent.

12.2 The SELLER chooses *domicilium citandi et executandi* for any action which may flow from this Agreement at:

**7 General Murtala Muhammed Avenue, Eros
Tel: +264-61-276 100
Fax: +264-61-276 120**

or at any other address of which the SELLER shall from time to time inform the PURCHASER in writing. The SELLER further agrees that a registered letter posted to **P O BOX 20192, WINDHOEK** shall be deemed to have been received by the addressee within 5 (FIVE) days from the date on which it was posted.


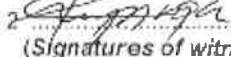
DT
AG II PL

13 JURISDICTION

13.1. For the purpose of resolving any dispute, which may exist or occur between the parties such disputes may be instituted either in the High Court of Namibia or the Magistrate's Court whichever has jurisdiction in regard to the dispute, being a court otherwise competent and with jurisdiction over the person of the parties in that each of them either resides, carries on business, or is employed within its area of jurisdiction.

SIGNED at WALVIS BAY on this day of 2024

Witnesses:

1

2

(Signatures of witnesses)


.....
(Signature of SELLER)

SIGNED at WALVIS BAY on this 20th day of November 2023

Witnesses:

1

2

(Signatures of witnesses)

Y. ISAAC
.....
(Signature of Purchaser)
.....
(Signature of Spouse)

ANNEXURE "D"

The CEO / Councilor
Municipality of Swakopmund
C/o St & Daniel Kamho Ave, Rakotoka
Swakopmund
Namibia

26 September 2024

Dear, Sir / Madam

DONATION OF PROPERTY: Erf 1632 Matutura

I Jonas Isaak, Identity Number 661202 0040 1 hereby write to for your office to give my consent to my legal wife Tallietje Isaak, Identity Number 531031 0030 2 to donate the property purchased through the Mass Housing Cash Sale Agreement dated the 20th November 2023 of a certain Erf 1632 Matutura in the Municipality of Swakopmund ("Property") to my oldest daughter Hendrika Magerie Van Neel (nee "Gorases"), Identity Number 870927 0026 4 who is married out of community of property.

I hereby consent to humbly ask for your consideration to have the property registered in her name only, and that she be the legal owner of the property.

Please find all relevant documents attached for your consideration.

Kind Regards

Yours faithfully,

Jonas Isaak

Mobile: 081 632 7202





**DONATION OF ERF 1632, MATUTURA, EXT 8
ATTENDANCE REGISTER**

Date: 13 November 2024

Start 11h00

NAME:	POSITION	SIGNATURE
H.H. Kuyler	Manager Housing & Properties	<i>[Signature]</i>
H.H. VAN NELLE	" "	<i>[Signature]</i>
J. VAN NELLE	" "	<i>[Signature]</i>
J. VAN NELLE	" "	<i>[Signature]</i>
R. RUIZ	ENGINEER	<i>[Signature]</i>
S. BARKER	" "	<i>[Signature]</i>

END...!!!

Payslip_Namibia



Emp. Code	7157	Workday ID:	0010015606	Pay Period	2024/12/31
Emp. Name	Ms HM Van Neel	Date Engaged	2020/11/17	Co. Name	SMEC Namibia Consulting Engineers (Pty) Ltd
Known As	Hendrika	Job Title	Systems and Project Administrator	Co. Address	54 Blumarck Street
ID Number	87092700264	Job Grade			
Emp. Address	4 Wesvalle Flats Scheepmann Street Pioniersperk Windhoek 9000	Rate Per Hour	195.38		Windhoek 0000
Income Tax No.	5692371	Termination Date		PAYE Ref. No.	0153180014
		Account No.	8040056301	UIF Reg. No.	
		Branch No.	483671		
		Payment Type	ACB		

Earnings		Deductions	
Description	Amount	Description	Amount
Cash	32 213.97	PAYE Tax	3 903.02
Site Allowance	-15 500.00	SSC - Social Security	81.00
Housing Non Taxable	5 166.57	Pension	1 932.84
Housing Taxable	10 333.33	Group Life	550.04
Total Earnings	32 213.97	Funeral Cover	6.05
		Loans	4 089.23
		Total Deductions	10 562.78
		Net Pay	21 651.19

Company Contributions		Year To Date Totals	
Description	Amount	Description	Amount
SSC - Social Security	81.00	Tax Paid	38 665.28
VET Levy	340.62	Taxable Earnings	269 001.06
Pension	1 449.63	Taxable Company Contributions	0.00
Accidental Death Cover	89.30	Fringe Benefits	0.00
Dreaded Disease	20.49	Tax Deductible Deductions	19 340.16
Risk Benefit	208.09	Provisions	0.00
Total Company Contributions	2 189.13	Private Contributions	0.00



Package	
Description	Amount
Cash	32 213.97
Pension	1 449.63
Risk Benefit	208.09
Total Package	33 871.69
Additional	
Description	Amount
PENSIONABLE SAL	32 213.96
Total Additional	32 213.96

Loan Detail				
Description	Reference	Opening Balance	Period Instalment	Closing Balance
Old Mutual	5758170001	45 400.14	4 089.23	41 310.91
Totals		45 400.14	4 089.23	41 310.91

Leave Balances					
Description	Entitlement	Balance B/Fwd	Accrued	Taken	Balance C/Fwd

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

11.1.15 **WAIVER CLAUSE 6.5.1 OF THE TRIPARTITE AGREEMENT REQUIREMENT (NAMIBIAN CITIZENSHIP REQUIREMENT)**
(C/M 2025/02/27 - E 2445 M)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **8.2** page **38** refers.

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

1. **INTRODUCTION**

This submission deals with a request for an exception to be made and that Council waives the condition that a purchaser of low-cost housing must be a Namibian citizen on date of allocation of the property.

2. **BACKGROUND**

Ms Diessie was allocated Erf 2445, Matutura, Extension 11 on 04 December 2017, as evidenced by the attached Home Loan agreement (**Annexure "A"**). The Tripartite Agreement governing the allocation of this property stipulates (that the beneficiary must be a Namibian citizen at the time of allocation and throughout the repayment period.)

On **2 February 2017** Ms Daleen Diessie obtained German citizenship and in terms of the Namibian Citizenship Act 14 of 1990 section 26, no Namibian citizen shall also be a citizen of a foreign country, thus she had to forfeit her Namibian Citizenship.

3. **CONDITIONS OF THE TRIPARTY AGREEMENT**

The Tripartite agreement provides in clause 6.5.1:

"That the purchaser must be a Namibian citizen at the time of the conclusion of the said agreement and will remain a Namibian citizen during the period when any portion of the construction cost remains unpaid."

The Mass Housing Programme is a government-funded i.e. subsidized housing project designed for Namibian citizens. Therefore, the beneficiaries weren't Namibian citizens, otherwise, the government would be funding foreign citizens.

4. **CURRENT SITUATION**

On **05 August 2024**, a letter (**Annexure "B"**) was sent to NHE to obtain their position regarding the matter. **Annexure "C"** is an email from Mr. Nghipevali stating that Council is the transferor in the above matter and NHE attends to the bond registration. Thus, Council has the power to withhold the transfer on the basis that the client was not a Namibian citizen when she acquired the property.

Erf 2445, Matutura, Extension 11 is currently being occupied by the family of Ms Diessie and she is residing in Germany.

5. **DISCUSSION**

At the time of allocation of Erf 2445, Matutura, Extension 11, Ms. Diessie was already a German citizen. Article 4 of the Namibian Constitution states that

"no person who is a citizen of Namibia by birth or descent may be deprived of Namibian citizenship by such legislation".

Annexure "D" is a certified copy of Ms Daleen Diessie's birth certificate confirming that she was born in Kunene Region, Opuwo, Namibia.

Annexure "E" is an email confirming that Ms Diessie has fully paid her account at NHE, meaning that she has no obligation towards NHE.

6. **FINANCIAL IMPLICATIONS**

Ms. Diessie has fully repaid the loan for the erf, therefore there is no outstanding financial obligations to NHE. Given the circumstances of this case and the significant investment made by Ms. Diessie, transferring ownership of Erf 2445 to her would be fair and an equitable solution. This would ensure the continued occupation of the property by her family.

7. **PROPOSAL**

In view of the above, it is proposed that Council grant an exemption from the standard allocation criteria and approve the transfer of ownership of Erf 2445, Matutura, Extension 11, to Ms. Diessie.

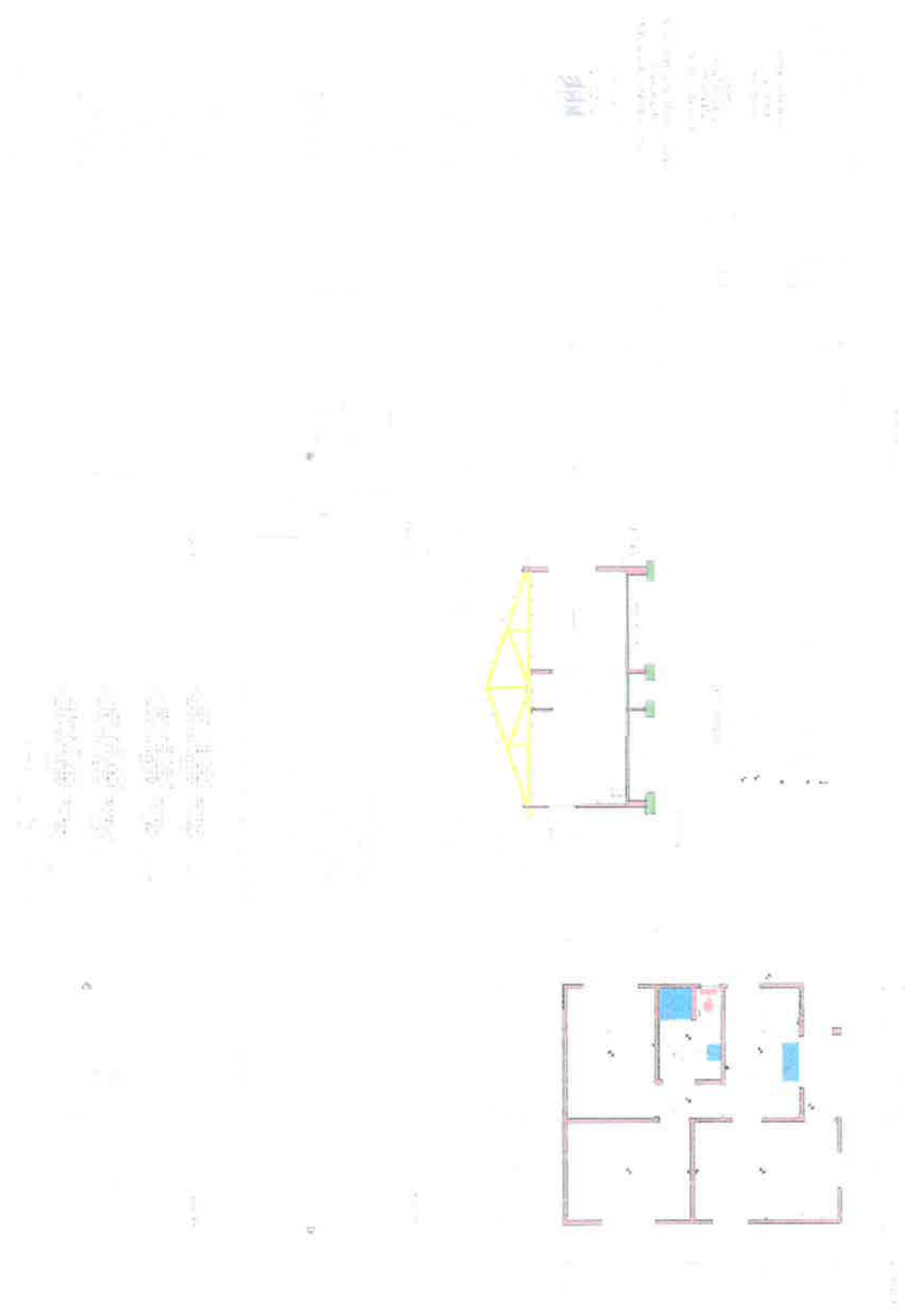
It is further proposed that Council takes note of the precedent set by NHE and ensures that, in the future, any errors, breaches of contracts, or violations of conditions outlined in the Mass Housing Programme are addressed by requiring full payment of the land's value as a penalty.

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

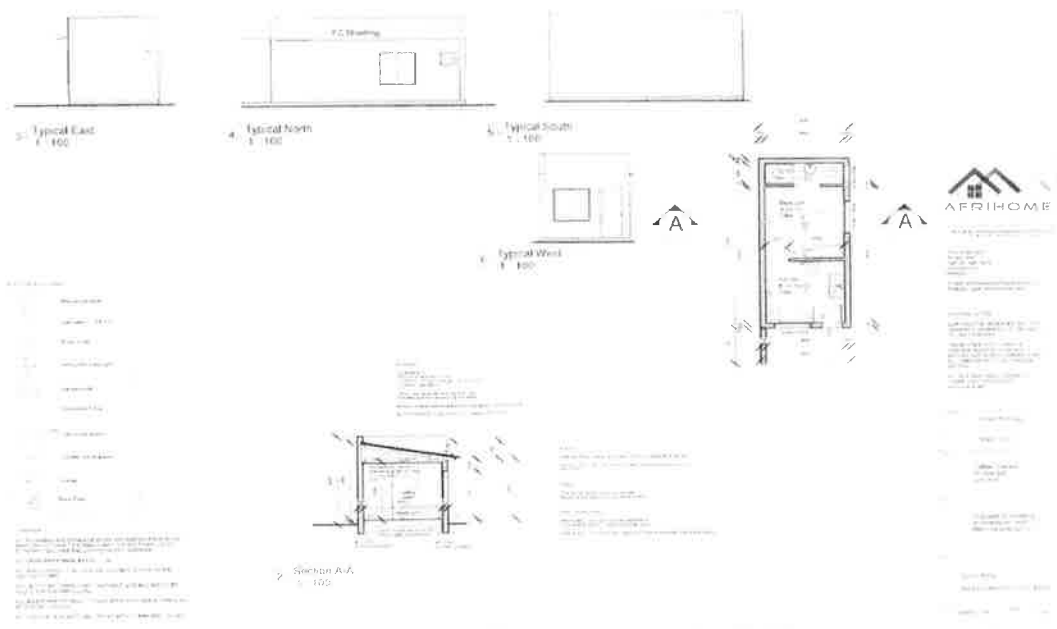
RECOMMENDED:

- (a) **That Ms. Daleen Diessie, who benefitted under the Mass Housing Development Programme, be exempted from the allocation criteria defined under clause 6.5.1 of the approved standard tripartite conditional donation agreement and ownership of the property be registered, subject to point (c) below.**
 - (b) **That in future, beneficiaries under the Mass Housing Development Programme who are found to not being Namibian citizens have their transactions cancelled, and that they forfeit all payments made in respect of the transaction and that the erf be allocated to the next qualifying beneficiary, and that the above case is not regarded as a precedent but rather an exception.**
 - (c) **That in the future, any negligent or intentional oversight by NHE or the parties be penalised by paying to council the current land value of the property in question.**
-

ANNEXURE "F"



ANNEXURE "G"



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

11.1.16 **DRAFT INFORMAL TRADING REGULATIONS POLICY AND REGULATIONS**
(C/M 2025/02/27 - 1/1/2/25)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **8.3** page **56** refers.

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

Introduction

Attached is the proposed Informal Trading Regulations Policy and Regulations for Council's information and approval.

Background

The number of hawkers trading on the pavements in Mondesa (especially at U-Save Shoprite, Woermann Brock and the public open space opposite the open markets on Erven 1823 and 3193) are escalating by the day and this might be the opportune time to implement control measures.

The hawkers are not registered with the Health Department, as the areas which they are trading on are not demarcated for conducting business activities. The hawkers are also trading on municipal pavements which disturbs free movement for pedestrians, forcing them to walk in the street. This poses a risk to the safety of both the hawkers and pedestrians should a driver lose control of their vehicle.

The Swakopmund Municipality has constructed an open market for the hawkers, but they refuse to move to the facility as they believe that the area does not cater for their customers. This might have been the case when the Taxi Rank was not in full operation, however the current improved management of the taxi rank has contributed to an increase in passengers which will lead to possible increased sales by the informal traders.

In addition, the hawkers are trading in unhygienic conditions as provisions are not made for waste and ablution facilities at the current trading areas. The conditions at these trading areas contravene the applicable regulations such as, amongst others, the Public and Environmental Health Act 1 of 2015 and the General Health Regulations 121 of 1969 (As Amended).

It was further noted that traders emigrate from other towns in Namibia where fresh produce is more abundant and use Mondesa as a market to sell their produce. These traders often do not have accommodation in Swakopmund and revert to erecting illegal shelters in the backyards of local residents or in the informal settlement area. This increases the social challenges that Council is already overburdened with in the mentioned areas.

The hawkers are not regulated currently, and the Health Services & Solid Waste Management Department regularly receives complaints regarding the unhygienic conditions they are trading in. It is against this background that Informal Trading Regulations were developed as part of control measures by Council to regulate informal trading in Swakopmund.

The objectives of the Informal Trading Regulations are to:

- (a) *develop and enable micro businesses to conduct informal trading in designated informal trading areas within the local authority area.*

- (b) *develop and enable markets for small scale home-made goods or foods, crafters, seasonal produce and small-scale farmers.*
- (c) *regulate and control informal trading by means of a registration and permit system.*
- (d) *harmonize the relationship between the informal and the formal trading sector.*
- (e) *ensure the health and safety of the public engaged in informal trading and enforce and provide for penalties for the breach of these regulations.*

The Health Services & Solid Waste Management Department therefore recommends in accordance with Local Authorities Act, (Act 23 of 1992), under Section 94(1) which states that "A local Authority Council may, after consultation with the Minister, make regulations by notice in the **Gazette** in relation to-:

- (aj) *the prohibition, restriction, regulation, and control of the conducting of any trade or occupation or other activity for gain, including -*
 - (i) *the prohibition of the conducting of any business or occupation or other activity for gain on or from any premises which are not registered with the local authority council;*
 - (ii) *the prohibition of the conducting of any business or occupation or any other activity for gain in or alongside streets and other public places, except in an area or at a place allocated by the local authority council for the purpose or otherwise than under the authority of a permit obtained from the local authority council;*

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

RECOMMENDED:

- (a) That Council approves the Informal Trading Policy.**
 - (b) That Council considers and approves the proposed Informal Trading Regulations.**
 - (c) That copies of the policy and the regulations be made available to all employees and Councillors.**
-

1. Definitions

In these regulations, unless the context indicates otherwise, the words or expressions below will be interpreted with the meanings assigned to them below and cognate words or expressions will have a similar meaning:

- 1.1. **“authorised official”** means a person authorised by the Council or the law to implement or enforce these regulations, including –
 - 1.2.1. peace officers as contemplated in section 334 of the Criminal Procedure Act, 51 of 1977;
 - 1.2.2. the head of the department or any other Council employees, including an environmental health officer, with delegated authority from the head of the department responsible for implementation and managing informal trading activities;
 - 1.2.3. the agents, delegated nominees, representatives, and service providers of the Council that are specifically authorised by the Council in this regard;
 provided that for the purposes of search and seizure and impoundment, where such person is not a peace officer, such person must be accompanied by a peace officer;
- 1.2. **“beach area”** includes all areas situated within 50 metres landwards of the bathing area which are not privately owned, and to which the public has access;
- 1.3. **“beach trading”** means informal trading that is conducted on a beach, including informal trading in areas adjacent to the beach;
- 1.4. **“business registration certificate”** means a certificate issued to a person in terms of Council's business registration regulations for the registration and carrying on of a business in the municipal area;
- 1.5. **“the Council”** means the local authority council for the Municipality of Swakopmund and “the Municipality” shall, depending on the context, have a similar meaning;
- 1.6. **“event”** shall include any event, exhibition, celebration, commemoration, fair, festival, gathering, or market, of an artistic, cultural, fund-raising, organisational, political, recreational, religious, (amateur) sporting, welfare, or similar nature or aim which is hosted at a public place, a public venue or along a route or within their respective precincts within the municipal area;
- 1.7. **“food”** means an article of food intended for human consumption, as defined in section 1 of the Public and Environmental Health Act, 1 of 2015;
- 1.8. **“goods”** means any movable property displayed or kept by a person used or intended to be used in connection with carrying on the business of informal trading and includes any article, container, vehicle, movable structure, or living thing;
- 1.9. **“resident occupation”** means any commercial or industrial use conducted within a dwelling and carried on by the inhabitants thereof as prescribed in the Swakopmund Town Planning Scheme;
- 1.10. **“illegal goods”** means –

- (a) goods which may not lawfully be sold or bought including, counterfeit goods being goods that have been manufactured, produced, or made anywhere in violation of intellectual property rights subsisting in Namibia;
 - (b) goods that are bought or sold in an unlawful manner; or
 - (c) goods that have been acquired, prepared, manufactured, transported, or kept in an unlawful manner;
- 1.11. **"informal trader"** means a person who carries on the business of informal trading;
- 1.12. **"informal trading"** means the trading in goods and services or the offering of entertainment to the public for gain in the informal sector and not by means of a registered business, in terms of a business registration certificate or any other form of regulated business or entertainment activity, typically including the following types of unregistered trading or entertainment in, by or at the beach; streets; pedestrian malls; public markets or flea markets; transport interchanges; public places; mobile trading, such as trading from trailers, caravans, mobile kiosks, light delivery vehicles; trading from kiosks, stalls, trading booths or modified shipping or other containers; seasonal trading in agricultural produce; trading in small-scale home-produced hand-made goods, crafts or foods; mobile car washing; hair dressing; photography; other roving traders or entertainers, such as trading from trolleys; and trading or entertainment at events;
- 1.13. **"informal trading area"** means the geographic areas within the municipal area identified by Council where it may permit informal trading or permit a specific form of informal trading in terms of an approved informal trading plan;
- 1.14. **"informal trading permit"** means a written permit issued by Council on application to a natural person to allow him or her to conduct informal trading within the municipal area, including a temporary informal trading permit issued to a person or organisation or association, in terms of these regulations;
- 1.15. **"intersection"** means the area embraced within the prolongation of the lateral boundary lines of two or more public roads, open to vehicular traffic, that join one another at any angle, whether or not one such public road crosses the other;
- 1.16. **"kerb line"** means the boundary between the shoulder and the verge or, in the absence of a shoulder, the part between the edge of the roadway and the verge;
- 1.17. **"litter"** includes any container, wrapping, or other waste, which has been discarded or left behind by an informal trader or by his or her customers or person attending an informal trading market or site;
- 1.18. **"micro business"** means a business owned by a natural person or conducted by no more than two natural persons in partnership and assisted by no more than 3 other persons, as employees or otherwise, conducting informal trading in the municipal area;
- 1.19. **"municipal area"** means the local authority area of the Municipality of Swakopmund;
- 1.20. **"municipal property"** means property owned by, leased by, or under the control of

the Council, which includes a public place;

- 1.21. **"national monument"** means any national monument or any heritage object with its immediate surrounding area, as referred to in Part IV of the National Heritage Act, 27 of 2004;
- 1.22. **"non-municipal property"** means property that is situated within the municipal area but which is not owned by, leased by, or under the control of the Municipality;
- 1.23. **"nuisance"** means any activity, conduct, or behaviour by any person or the use, keeping, producing, by-producing, harbouring, or conveying, as the case may be, of any item, substance, matter, material, equipment, tool, vegetation or animal or causing, undertaking any activities or creating any situation or condition in or on private property or in a public place or anywhere in the municipal area which causes damage, annoyance, inconvenience or discomfort to the public or to any person, in the exercise of rights common to all or of any person;
- 1.24. **"obstruct"** means to do anything which blocks or impedes, or is likely to block or impede vehicular or pedestrian traffic flow on a public road or at a public place;
- 1.25. **"one-off event"** means an event of a limited duration that occurs once every year, seasonally, or at intervals of no less than one month;
- 1.26. **"park"** means a garden, park, or open area on municipal property to which the public has a right of access, and "garden" has the same meaning;
- 1.27. **"permit-holder"** means an informal trader who holds an informal trading permit in terms of these regulations, or, depending on the context, an assistant informal trader who has been registered in terms of these regulations;
- 1.28. **"prescribed"** means the determinations made by resolution of the Council or its delegated employee from time to time for purposes of implementing and giving effect to these regulations;
- 1.29. **"public building"** means a building belonging to or occupied solely by any sphere of the government, including the Council or a state-owned enterprise;
- 1.30. **"public parking space"** means any public place designated by the Council for the parking of motor vehicles;
- 1.31. **"public place"** means –
 - (a) a trading market;
 - (b) the beach;
 - (c) a public road, a public parking area, or a public parking space;
 - (e) any public square, park, garden, recreational ground or area, sports ground, sanitary lane, pier, open space, marketplace, shopping centre on municipal land, unused or vacant municipal land, cemetery, and, generally, any land which has been provided, reserved or set apart for use by the public;
 - (f) an area of interchange for public transportation; or
 - (g) any other municipal property, premises, or facility to which the public has access,

- excluding public land that has been leased or otherwise alienated by the Council;
- 1.32. **"public road"** means any road, street or thoroughfare, or any other place, whether a thoroughfare or not, which is commonly used by the public or to which the public or any section thereof has a right of access, and includes -
- (a) the verge of any such road, street or thoroughfare;
 - (b) any bridge traversed by any such road, street or thoroughfare; and
 - (c) any other work or object forming part of or connected with or belonging to such road, street or thoroughfare, including a pier;
- 1.33. **"roadway"** means that portion of a road, street or thoroughfare improved, constructed or intended for vehicular traffic which is between the edges of the roadway;
- 1.34. **"sell"** includes bartering, exchanging or hiring out; displaying, exposing, offering or preparing for sale; storing on a public road or in a public place with a view to selling; and providing a service for reward with **"sale"** or **"selling"** having a corresponding meaning;
- 1.35. **"service"** means the performance of an act or the offering of an amenity or entertainment to any person for appreciation, gain, or reward;
- 1.36. **"shoulder"** means that portion of a road, street or thoroughfare, between the edge of the roadway and the kerb line;
- 1.37. **"sidewalk"** means that portion of a verge intended for the exclusive use of pedestrians;
- 1.38. **"street trading"** means the selling of goods or the supply of services for reward near or on a public road;
- 1.39. **"trading hours"** means the prescribed hours within which informal trading may be conducted;
- 1.40. **"trading market"** means an area designated as a public trading market on a informal trading plan and managed and co-ordinated by the Council to allow informal trading by permit-holders thereat;
- 1.41. **"trading site"** means, depending on the context -
- 1.41.1. an area, position, place or premises within an informal trading area where a permit-holder may conduct informal trading; or
 - 1.41.2. **"an exclusive trading site"** which means a specific demarcated area within an informal trading area or at a trading market on municipal property, with an allocated number or description assigned to an informal trader for exclusive occupation and use to conduct informal trading;
- 1.42. **"trolley"** means a wheeled cart or any other mobile to transport or advertise goods or services;
- 1.43. **"verge"** means that portion of a road, street or thoroughfare, including the sidewalk, which is not the roadway or the shoulder as defined in the Road Traffic and Transport Act, 22 of 1999;

- 1.44. **"vehicle"** means a vehicle as defined in section 1 of the Road Traffic and Transport Act, 22 of 1999, that is road-worthy;

2. Objects

- 2.1. The objects of these regulations are to provide measures to -
- 2.1.1. develop and enable micro businesses to conduct informal trading in designated informal trading areas within the local authority area;
 - 2.1.2. develop and enable markets for small scale home-made goods or foods, crafters, seasonal produce and small-scale farmers;
 - 2.1.3. regulate and control informal trading by means of a registration and permit system;
 - 2.1.4. harmonise the relationship between the informal and the formal trading sector;
 - 2.1.5. ensure the health and safety of the public engaged in informal trading and
 - 2.1.6. enforce and provide for penalties for the breach of these regulations.

3. Application of regulations

- 3.1. These regulations apply to -
- 3.1.1. informal trading conducted in the municipal area, other than trading in terms of a business registration certificate;
 - 3.1.2. persons who conduct informal trading or who assist in the conduct of informal trading.
- 3.2. The Council may in writing exempt any person, organization or trading at a once-off event from compliance with these regulations.

4. Informal trading in the municipal area requires registration and permits

- 4.1. Subject to the conditions of an informal trading permit and these regulations, persons who have a valid informal trading permit or a temporary informal trading permit may conduct informal trading on municipal property, non-municipal property or from a home shop, within the municipal area.
- 4.2. A person who intends to conduct informal trading within the municipal area -
- 4.2.1. must apply for and be registered as an informal trader; and
 - 4.2.2. apply for an informal trading permit as provided for in these regulations.
- 4.3. A person who intends to assist a permit holder in conducting informal trading within the municipal area, including an employee of the informal trader, must apply to be registered as an assistant to a registered informal trader, as provided for in these regulations.
- 4.4. A person may only conduct informal trading or assist an informal trader in conducting informal trading in the municipal area -
- 4.4.1. if he or she is registered as an informal trader or an assistant informal trader;
 - 4.4.2. in terms of a valid informal trading permit;
 - 4.4.3. in such goods or services as permitted by a valid informal trading permit;
 - 4.4.4. in an informal trading area, at a trading market, at a trading site or from a home

- shop, as indicated on an informal trading permit;
- 4.4.5. in compliance with the terms and conditions on which an informal trading permit has been issued; and
- 4.4.6. otherwise in compliance with the laws applicable to the informal trading activities.
- 4.5. The provisions of regulations 4.2 to 4.3 do not apply to informal trading exempted in terms of regulation 3.2 or conducted in terms of a temporary informal trading permit relevant to a once-off event.

PART A - INFORMAL TRADING POLICY

- 5. Adoption of informal trading policy
- 5.1. The Council may adopt an informal trading policy or amend an existing informal trading policy. Reference to the policy hereunder shall be a reference to such informal trading policy.
- 5.2. An informal trading policy may include a strategic plan for the management of informal trade, particularly in areas where there -
 - 5.2.1. is a significant overlap between formal and informal trading;
 - 5.2.2. are significant tourist or recreational facilities or beaches;
 - 5.2.3. is of a cultural, historical or environmental significance;
 - 5.2.4. are a limited number of registered businesses catering for the immediate community's needs;
 - 5.2.5. is a community demand or need for the socio-economic benefits of informal trading.
- 5.3. An informal trading policy may provide guidelines for permitting and regulating informal trading conducted -
 - 5.3.1. on municipal property;
 - 5.3.2. on non-municipal property, subject to the rights of the owners of the property;
 - 5.3.3. from home shops;
 - 5.3.4. public markets, flea-markets, festivals, fetes or fairs.
- 5.4. An informal trading policy must include an informal trading plan which describes, demarcates and prescribes the geographic boundaries of -
 - 5.4.1. informal trading areas;
 - 5.4.2. trading markets within informal trading areas;
 - 5.4.3. trading sites, within informal trading areas or at trading markets;
 - 5.4.4. informal trading areas applicable to home shops;
 - 5.4.5. public places for events,
 where informal trading may be conducted in terms of these regulations.
- 5.5. The Council may, by resolution, extend, reduce or de-establish any informal trading area, trading market, trading site or public space for events.
- 5.6. The informal trading policy may prescribe:

- 5.6.1. the maximum or minimum number of informal traders per area within an informal trading area or at a trading market;
- 5.6.2. the different types of informal trading in different informal trading areas, trading sites or different trading markets.
- 5.7. The informal trading policy may prescribe other matters governing informal trading, including but not limited to -
 - 5.7.1. trading hours for different informal trading areas, trading markets, trading sites or certain types of informal trading;
 - 5.7.2. the manner in which the socio-economic development of the informal traders may be facilitated;
 - 5.7.3. how tourist, recreational, historical and environmental areas within the informal trading area will be protected;
 - 5.7.4. how any trading markets within an informal trading area will be developed, managed and operate;
 - 5.7.5. minimum requirements and guidelines, which may differ from one informal trading area to another, for -
 - 5.7.5.1. conducting informal trading of a particular type, in or at a particular informal trading area, trading market or trading site;
 - 5.7.5.2. kiosks, vehicles, trailers, trolleys, caravans, booths, installations, containers and the like used for displaying or holding goods or from which informal trading takes place;
 - 5.7.5.3. conducting informal trading at a once-off event, public flea-market or public fair in terms of a temporary informal trading permit;
 - 5.7.5.4. structures adjacent to or separate from residential dwellings for accommodating home shops;
 - 5.7.5.5. informal trading by selling food prepared for consumption by the public.
- 5.8. The informal trading policy must comply with the provisions of these regulations.
6. Trading hours and conditions
- 6.1. The Council may in its informal trading policy and must with the issue of informal trading permits and at any time thereafter but then on reasonable notice to the permit-holder-
 - 6.1.1. prescribe trading days and trading hours that may apply to different informal trading areas, trading sites or types of informal trading; and
 - 6.1.2. impose conditions, not in conflict with these regulations, to ensure regulated and orderly informal trading.
- 6.2. Until otherwise prescribed, the trading hours for informal trading shall be -
 - 6.2.1. on Mondays to Saturdays between 07h00 to 20h00 and for home shops between 10h00 and 22h00 only; and

- 6.2.2. on Sundays and public holidays between 10h00 and 14h00 and between 18h00 to 22h00 only.
7. Public participation
- 7.1 The Council must consult with interested and affected persons, including representatives of the informal and formal trading sectors, business owners and residents in the anticipated informal trading areas regarding the contents of any proposed informal trading policy, before it is adopted or informal trading in an area is permitted.
- 7.2 This consultation process must materially comply with the provisions set out in regulations 7.3 to 7.9 below.
- 7.3 If the Council considers that an informal trading policy is desirable or intends to permit informal trading in a defined area, the Council must compile a draft informal trading policy and publish a notice -
- 7.3.1 informing the public that the draft informal trading policy is available for inspection at a specified location and between specified hours;
- 7.3.2 inviting written comments and objections from the public, to be received by the council by a specified date not less than 30 (thirty) days after the publication of the notice;
- 7.3.3 inviting interested and affected persons to attend a public meeting.
- 7.4 The notice referred to in sub regulation 7.3 must -
- 7.4.1 contain a summary of the key aspects of the draft informal trading policy;
- 7.4.2 give a description of the informal area envisaged; and
- 7.4.3 be published in 2 local daily newspapers that circulate in the municipal area and on the Council's website, at least 7 (seven) days prior to the public meeting.
- 7.5 The Council must hold a public meeting within the proposed informal trading area concerned or within 7 (seven) kilometres of the boundary thereof, and not less than 7 (seven) days or not more than 60 (sixty) days after the date of the publication of the notice referred to in sub regulation 7.3.
- 7.6 At the public meeting, the Council must present and explain the draft informal trading policy, reasonably respond to any queries related to the draft informal trading policy, give interested and effected parties an opportunity to make comments and to lodge oral and written objections and keep a summarised minute of the meeting.
- 7.7 The Council must consider all objections or comments received from the public regarding the draft informal trading policy.
- 7.8 After having considered the comments and objections, the Council must, within a reasonable period from the commencement of the public participation process in respect of the relevant draft trading plan -
- 7.8.1 adopt the draft informal trading policy;
- 7.8.2 amend and adopt the draft informal trading policy; or

- 7.8.3 reject the draft informal trading policy.
- 7.9 If the council adopts an informal trading policy, the policy must be published on its website.
- 7.10 The Council may materially amend or revoke an adopted informal trading policy, provided that it -
- 7.10.1 follows the public participation process set out in regulations 7.3 to 7.9 above;
and
- 7.10.2 affords any person whose existing rights are adversely affected by a proposed amendment or revocation the rights to fair and reasonable administrative action; and
- 7.10.3 must of its own volition review and take remedial steps towards informal trading policies from time to time, as the Council deems fit.
8. Trading markets and trading sites
- 8.1. The Council may on municipal property and within an informal trading area -
- 8.1.1. develop and maintain trading markets for informal trading by permit-holders;
- 8.1.2. demarcate and allocate trading sites and exclusive trading sites for informal trading to permit-holders.
- 8.2. The Council or its delegate must manage and co-ordinate the trading and other public activities at and near the trading markets, to give effect to these regulations.
- 8.3. The Council may develop and maintain basic amenities and services at the trading markets for the use and the benefit of the permit-holders and the public attending trading markets and may charge and collect fees thereto, as may be prescribed by policy.
- 8.4. The Council may manage and co-ordinate an informal trading market for a limited duration to provide *inter alia* for seasonal informal trading.

PART B - INFORMAL TRADING PERMITS

9. Applications for informal trading permits
- 9.1. A person may apply to the Council for approval and the issue of -
- 9.1.1 an informal trading permit to allow informal trading on municipal property or from non-municipal property, within an informal trading area;
- 9.1.2 a temporary informal trading permit to allow informal trading by a person or an organisation or association on municipal or non-municipal property at a once-off event and limited to the duration thereof.
- 9.2. An application for an informal trading permit or a temporary informal trading permit must be made on the form prescribed by the Council from time to time. The application form may require the information necessary to consider the application, to effectively regulate informal trading and call for submission of any documents or further information to support or consider the application.
- 9.3 The Council must consider an application for an informal trading permit, within 45 days

- of the receipt thereof, and may -
- 9.3.1 grant the application with or without imposing conditions;
 - 9.3.2 request that additional information or documents in support of the application be furnished within a specified time;
 - 9.3.3 suspend the application procedure on notice to the applicant to gather information;
 - 9.3.4 suspend the processing of an application pending an enquiry into matters affecting its outcome; or
 - 9.3.5 reject the application and provide reasons thereof.
- 9.4 A person may apply to the Council to be allocated an informal trading permit applicable to -
- 9.4.1 a trading site; or
 - 9.4.2 an exclusive trading site.
- 9.5 An informal trader to whom a trading site had been allocated, shall enter into a written lease agreement with the Council, which must include the material terms in Appendix "A" to these regulations.
- 9.6 The informal trading permit shall *prima facie* indicate the permit holder's permission to occupy and to conduct informal trading from a trading site and the type of informal trading and names of any assistants to the informal trader, as described therein.
- 9.7 Authorized informal traders will be issued with permit holder identity cards bearing their photo, name, trading site number as well as period of validity.
- 9.8 Once issued with a trading permit, informal traders and assistant informal traders shall, while conducting informal trading, retain such permit on their site and keep the permit holder identity card on their persons and shall produce them to any authorised official who may call for them at a trading site.
- 9.9 A permit holder may apply in writing for the amendment of a valid informal trading permit, which the Council must consider as provided for in sub regulation 9.3.
10. To whom permits may be issued
- 10.1 The Council may approve an application to register as an informal trader and issue an informal trading permit to an applicant who -
- 10.1.1 is a natural person who conducts a micro business in his/her name or in partnership with one other natural person;
 - 10.1.2 does not already hold an informal trading permit or a business registration certificate relevant to any informal trading or business conducted within the municipal area;
 - 10.1.3 does not have any commercial interest in any other informal trading or registered business conducted in the municipal area, unless the permit

relates to:

- a) the sale of seasonal fresh produce grown within the municipal area in its natural or preserved form, crafts and hand-made goods manufactured within the municipal area or food produced on site for consumption by the public as *street food*;
 - b) the sale of seasonal fresh produce or crafts and hand-made goods not grown or manufactured within the municipal area, but for a limited duration and aimed at the demand of seasonal visitors or tourists;
 - c) seasonal recreational activities or entertainment of a limited duration aimed at visitors or tourists; or
 - d) trading at an event or in terms of a temporary trading permit.
- 10.1.4 in respect of a home shop, is the registered owner or the lawful and permanent resident of the residential property and will personally conduct the informal trading concerned, as part of a micro business;
- 10.1.5 is a Namibian citizen or a person with such immigration status that allows the person to reside and work in Namibia.
- 10.2 The approval of an application for registration as an informal trader, to conduct informal trading or the issue of an informal trading permit, shall not grant a person any rights whatsoever beyond the permission recorded in an informal trading permit and beyond the duration of the permit.
11. Factors relevant to considering applications for informal trading permits
- 11.1 The Council may take the following factors into account when considering an application for an informal trading permit -
- 11.1.1 the contents of the informal trading policy and plan applicable to the informal trading area, the trading site and type of informal trading envisaged;
 - 11.1.2 if the applicant, in the two year period prior to the application, has had an informal trading permit revoked or suspended or has otherwise contravened the conditions of an informal trading permit;
 - 11.1.3 if the goods or services to be sold complements or competes with those sold by permit holders in the informal trading area or on offer by registered businesses in close proximity of the intended informal trading site or home shop;
 - 11.1.4 if granting of the informal trading permit meets the ideal number and distribution of informal traders envisaged in the informal trading policy;
 - 11.1.5 the applicant's ability to meet the trading hours applicable to the relevant informal trading area or trading activity in terms of the informal trading policy;
 - 11.1.6 the applicant's ability to meet the general requirements for the type of informal trading in terms of the policy; and

- 11.1.7 the need to give preference to applicants who are unemployed; applicants who have been socially, economically and educationally disadvantaged; are applicants entering the informal sector for the first time and do not share a household with an existing permit-holder, unless not a dependant or financially reliant upon that permit-holder; applicants that are physically challenged;
 - 11.1.8 any other factor that the Council may regard as relevant to the objects of these regulations, the effective management and control of orderly informal trading, the management of business registrations in the municipal area and the reasonable interests of those that may be affected thereby.
12. Factors relevant to home shops
- 12.1 The Council must consider the following factors in addition to those in regulation 11.1, when considering an application for an informal trading permit for a home shop -
- 12.1.1 the informal trading must be conducted by the registered owner or the lawful and permanent resident of the residential property where the home shop is situated;
 - 12.1.2 the home shop shall be confined to one third of the total floor area of the said dwelling.
 - 12.1.3 no permanent structures erected on the property may be used for informal trading, unless approved by the Council and any such structures must comply and be approved in terms of the Swakopmund Zoning Scheme No 12, building regulations and the guidelines set in the informal trading policy applicable to the informal trading area concerned;
 - 12.1.4 the informal trading activities must not interfere with pedestrian or vehicular movement, or with any municipal utility services or otherwise adversely affect the health and safety of the public.
13. Imposing of conditions
- 13.1 The Council may impose reasonable conditions to an informal trading permit, including but not limited to -
- 13.1.1 minimum or maximum trading hours;
 - 13.1.2 restrictions regarding the type of goods or services in which the permit-holder is permitted to trade;
 - 13.1.3 the duration of or expiry date for the permit;
 - 13.1.4 the method employed or manner in which the informal trading is to be undertaken;
 - 13.1.5 the equipment or property to be used or not to be used in the informal trading;
 - 13.1.6 health and safety considerations in the interest of the permit holders, the public and the environment;

- 13.1.7 the type of installations, structures or other devices which may be used or erected on an informal trading site or in an informal trading area;
 - 13.1.8 and any other conditions which the Council may reasonably regard as relevant to achieve the objects of these regulations, the management and control of orderly informal trading, the management of business registrations and the reasonable interests of those that may be affected thereby.
14. Limitations on areas, rights of persons, and duration
- 14.1. An informal trading permit -
- 14.1.1. must refer to and shall apply to a specified informal trading area, a trading market, trading site or exclusive trading site;
 - 14.1.2. gives only the permit-holder and his or her registered assistant informal traders and nobody else, permission to conduct informal trading and to occupy and use the applicable informal trading area or trading site;
 - 14.1.3. shall endure for a period stated in the permit but no longer than 12 months, whereafter it may be renewed on application to the Council in terms of the prescribed procedure.
15. Temporary informal trading permits
- 15.1. The Council may approve an application and issue a temporary informal trading permit to a person or organisation responsible to organise or hosting a once-off event on municipal property or non-municipality property.
- 15.2. A temporary informal trading permit may allow multiple persons to conduct informal trading -
- 15.2.1. at an event;
 - 15.2.2. for a limited period only, not exceeding the duration of the event or for a specified period.
- 15.3. An application for a temporary informal trading permit may be rejected or issued subject to conditions as provided in terms of regulation 13.
- 15.4. The person or organisation or association to whom a temporary permit is issued must take reasonable steps to ensure the informal trading activities at the event are in compliance with these regulations.
16. Informal trading fees
- 16.1 The Council is entitled to charge -
- 16.1.1 an application fee to the applicant for an informal trading permit or the renewal thereof, as determined in the informal trading policy;
 - 16.1.2 a trading fee to any permit-holder per annum or other period;
 - 16.1.3 a periodic rental to any permit-holder leasing a trading site.
- 16.2 Until the application fees, annual informal trading fees or periodical rentals have been paid -
- 16.2.1 the Council may not issue or renew an informal trading permit or a temporary

- informal trading permit;
- 16.2.2 the applicant or permit-holder may not conduct informal trading.
- 17. Transfer of informal trading permits
 - 17.1 An informal trading permit is non-transferable and may not be leased, sold or otherwise disposed of except with the prior consent of the Council in terms of these regulations.
 - 17.2 A permit may, with the prior written approval of the Council, be temporarily or permanently transferred to a person nominated by a permit-holder in writing; provided that the nominated person meets the requirements for holding an informal trading permit, no compensation of any nature is paid for the transfer and subject to the provision of any information which the Council may reasonably require from the transferee from time to time.
 - 17.3 If the Council consents to the temporary or permanent transfer of an informal trading permit -
 - 17.3.1 the Council may impose requirements and conditions to the consent, as it deems fit;
 - 17.3.2 the permit must be endorsed accordingly; and
 - 17.3.3 the person replacing the permit-holder will be entitled to conduct the permitted informal trading for the duration of the validity period or any other period indicated by the Council.
- 18. Removal and suspension of informal trading permits
 - 18.1 The Council may, on reasonable notice to an informal trader and after having granted the informal trader an opportunity to make written representations, revoke or suspend an informal trading permit, if the informal trader -
 - 18.1.1 acts in breach of any conditions of the informal trading permit;
 - 18.1.2 acts in breach of the provisions of these regulations or any other law applicable to the informal trading activities;
 - 18.1.3 trades in illegal goods or by providing a service unlawfully;
 - 18.1.4 refuses to comply with the reasonable request or instructions of an authorised officer;
 - 18.1.5 wilfully supplied incorrect information to the Council in any application or when required to provide information in terms of these regulations; or
 - 18.1.6 when, in the Council's discretion, it is otherwise reasonably necessary to achieve the objects of these regulations, the efficient management and control of orderly informal trading and the system of business registrations or if in the reasonable interests of those that may be affected thereby.
- 19. Temporary relocation and suspension
 - 19.1 The Council may, on reasonable notice to an informal trader and without any claim for compensation by an informal trader, temporarily -

- 19.1.1 relocate a permit-holder to another informal trading area, trading market or trading site;
 - 19.1.2 suspend the validity of a permit; or
 - 19.1.3 suspend informal trading from an informal trading area, trading market or trading site or a home shop,
- in case of a special event or if the continuation of trading therefrom is impractical or inconvenient to the activities of the Council, any sphere of government or any public entity, including their respective service providers or otherwise reasonably necessary to achieve the objects of these regulations and the management and control of orderly informal trading in the municipal area.
- 19.2 No informal trading fee nor rental shall be payable during any period where the validity of an informal trading permit is suspended or informal trading is suspended or prohibited, without an alternate trading site being provided to the permit-holder concerned.
 - 20. Removal and suspension of informal trading permits
 - 20.1 A permit-holder must immediately return the informal trading permit to the Council when the permit expires or if -
 - 20.1.1. the Council revokes the permit, refused permission to transfer the permit; or
 - 20.1.2 the permit-holder ceases trading for a period of 25 (twenty five) or more days, no longer wishes to trade as an informal trader from the relevant informal trading area or trading site; or
 - 20.1.3 the permit-holder employs more than 3 (three) persons in conducting the permitted informal trading by his/her micro-business.

PART C - RESTRICTIONS AND PROHIBITIONS ON INFORMAL TRADING

- 21. Restricted or prohibited areas
 - 21.1. The Council may resolve to restrict or prohibit informal trading in any area or specific place, despite it being located in a larger informal trading area.
 - 21.2. The Council may, accordingly, prohibit or restrict in any area or specific place all forms of informal trading; informal trading in specified goods or services; and/or the number of informal traders.
 - 21.3. The Council may erect signs, surface markings or other indicators of the prohibition, restrictions or boundaries of informal trading, informal trading areas, trading markets or informal trading sites.
 - 21.4. Any sign erected in terms of these regulations, shall serve as *prima facie* notice to of the prohibition or restriction indicated thereby.
 - 21.5. No person may conduct informal trading in any area, at any place or in a manner that is prohibited or restricted in terms of these regulations.
- 22. Restricted conduct by informal traders
 - 22.1. A permit holder must not -

- 22.1.1. erect, use or devise any moveable or immovable structure, property or device in pursuance of informal trading, unless approved by the Council;
- 22.1.2. sleep overnight at or near the place where informal trading is conducted;
- 22.1.3. on concluding business for the day, leave any goods at an informal trading site, which is part of a public road or public place, except in any structure or facility permitted by the Council;
- 22.1.4. offer or continue offering goods or services to a member of the public who has indicated no interest therein or denied the offer or in any other manner advance or engage any member of the public in a manner that is rude, offensive or otherwise discomforting to them;
- 22.1.5. enter into or enforce any arrangement with other informal traders resulting in the limitation of their rights or abilities to lawfully conduct informal trading.

23. Restricted conduct - the location of trading

- 23.1. Unless expressly permitted by the Council, a permit holder must not conduct informal trading or place any goods in pursuance of informal trading-
 - 23.1.1. on a public road;
 - 23.1.2. on a sidewalk or a verge contiguous to -
 - a) a public building, a church, other place of worship or a national monument;
 - b) a building in which business is being carried on by any person who sells goods or services of a similar nature to the goods or services on offer by the permit holder, if that person objects to informal trading taking place at that location;
 - c) a building that is being used for residential purposes, if the owner or any residential occupier of that building objects to informal trading taking place at that location;
 - 23.1.3. over an activity area that covers more than 6 (six) square metres or is greater than 3 (three) metres in length;
 - 23.1.4. on a sidewalk or verge where the width of the sidewalk or verge is less than 3 (three) metres;
 - 23.1.5. in a manner that obscures any -
 - a) sign, road traffic sign road markings displayed in terms of the Road Traffic and Transport Act 22 of 1999, or other traffic laws;
 - b) display window of a business premises or advertisements or marketing materials lawfully displayed;
 - 23.1.6. in a manner that obstructs or hinders or limits access to -
 - a) vehicular traffic, pedestrian traffic or a pedestrian crossing, pedestrian walkways, arcades or malls;
 - b) the view of CCTV cameras covering public areas or private property;

- c) parking, loading bays or other facilities for vehicular traffic;
 - d) access to vehicles, refuse disposal bins, an automatic teller machine or public furniture, installations or facilities intended for the use of the public;
- 23.1.7. within 5 (five) metres of an intersection or fire hydrant or any other firefighting equipment;
- 23.1.8. below the high water mark on a beach;
- 23.1.9. using trolleys, kiosks, vehicles, trailers, caravans, installations, devices containers, which had not been approved by the Council; or
- 23.1.10. on any sidewalk without leaving an unobstructed space for pedestrian traffic of not less than 2 (two) metres wide when measured from any contiguous building to the goods or area of activity and 0.5 (nil point five) metres wide when measured from the kerb line to the goods or area of activity;
- 23.1.11. in or from any mobile or fixed trading booth not approved by the Council.
- 23.2. Any person trading in goods or services or displaying goods or services in a public place will be regarded as engaging in informal trading.
24. Restricted conduct - display and storage of goods
- 24.1. A permit holder must not –
- 24.1.1. place or stack any goods in such a manner that it constitutes a danger to any person or property, or is likely to offend or injure any person or cause damage to any property;
 - 24.1.2. store or dispose of any goods or litter in a manhole, storm water drain, public toilet, public structure or in a tree.
25. Other restricted conduct
- 25.1. A permit holder must not, unless approved by the Council-
- 25.1.1. make a fire at any place and then only to prepare foodstuffs by utilising safe open-flame fire or gas-fired equipment in compliance with the conditions for the approval and, in any event, not in circumstances where it could harm any person or damage any building, structure, vehicle or other property or cause a nuisance to others;
 - 25.1.2. dispose of litter and waste water generated by the informal trading activities otherwise than in a refuse receptacle approved or supplied by the Council;
 - 25.1.3. attach any goods or advertising materials by any means to any building, structure, pavement, tree, parking meter, lamp pole, electricity pole, telephone pole, traffic sign, public bench or any other street furniture in or on a public road or public place;
 - 25.1.4. manufacture, consume, sell or promote alcoholic products;
 - 25.1.5. use bells, hooters, amplified equipment or similar devices which emit sound, in order to attract or entertain customers; and

- 25.1.6. use any electrical supply or a power generator.
- 25.2. A permit holder must not carry on informal trading -
 - 25.2.1. at a place or in an area in contravention of any prohibition or restriction imposed by the Council;
 - 25.2.2. in such a manner as to -
 - a) create a nuisance;
 - b) damage or deface the surface of any public road or public place, or any public or private property;
 - c) create a traffic or health hazard or a health risk;
 - d) contravene any of the terms and conditions of an informal trading permit; or
 - e) cause a disturbance of the reasonable peace, comfort or convenience and well-being of any other person.
- 26. Environmental health and safety
 - 26.1. A permit holder must when conducting informal trading -
 - 26.1.1. keep and maintain the informal trading site or the area he or she occupied in a clean and sanitary condition, free of any litter, waste or debris;
 - 26.1.2. keep any goods in a clean and sanitary condition;
 - 26.1.3. ensure that, on completion of business each day his or her goods are collected and removed from any public road or public place or otherwise suitably stored in a manner or facility approved by the Council;
 - 26.1.4. take necessary precautions to prevent the spilling of fat, oil or grease onto a public road, or public place, into the sewerage system or a storm water drain;
 - 26.1.5. ensure that no smoke, fumes or other substance, odours, or noise cause pollution of any kind;
 - 26.1.6. carry on business in a manner which does not cause a threat to public health or public safety; and
 - 26.1.7. at the request of an authorised official of the Municipality, move or remove any object so that the informal trading area or an informal trading site may be cleaned.
- 27. Informal trading involving food
 - 27.1. A permit holder who conducts informal trading in any kind of food must -
 - 27.1.1. ensure that all food intended to be sold, prior to such sale, remain in or on a hygienic container, display-stand or receptacle and not come in direct contact with the ground or the surface of a public road;
 - 27.1.2. only keep or convey any food for the purpose of offering it for sale to the public in or on any vehicle, trolley, or other conveyance, approved by the Council's health officer to be fit for the purpose of conveying such goods.
 - 27.2. No person may prepare, store, make available or serve food for human consumption as part

of informal trading activities, if such food contains any of the components in excess of the following bacteriological standards:

Standard plate count	100 000 / gm
Coliforms organisms	10 / gm
Escherichia coli	0 / gm
Staphylococcus aureus	0 / gm
Salmonella	0 / gm
Clostridium	0 / gm
Vibrio parahacmolyticus	0 / gm
Vibrio cholera	0 / gm
Pathogenic organisms	0 / gm

28. Obligation of owners of non-municipal property
- 28.1. An owner of non-municipal property where informal trading takes place must -
- 28.1.1. ensure that such informal trading complies with these regulations;
 - 28.1.2. permit any authorised official access to such property for the purpose of ensuring compliance with these regulations;
 - 28.1.3. at no cost to the Council, bring about such alterations, modifications and installations to the property, as may be instructed by an authorised official, to bring the property in compliance with the prescribed requirements and guidelines for informal trading at such property;
 - 28.1.4. at no cost to the Council, ensure that sufficient services are provided to maintain acceptable hygienic conditions in respect of the informal trading at the property.

PART D - RECONSIDERATION

29. Reconsideration of the Council's decisions
- 29.1. A person who is aggrieved by the Council's decisions taken under these regulations may, within 7 (seven) days of receiving or otherwise gaining knowledge of that decision, apply to the Council for reconsideration of the decision.
- 29.2. An application for reconsideration must be in writing, specify the grounds on which the decision is to be reconsidered and include relevant additional supporting information.
- 29.3. On receipt of an application for reconsideration, the Council must reconsider its decision, and may -
- 29.3.1. confirm the decision;
 - 29.3.2. rescind the decision;
 - 29.3.3. rescind the decision and impose conditions; or
 - 29.3.4. take any other action in terms of these regulations, which may be necessary and reasonable in the circumstances.

- 29.4. A person who is aggrieved by Council's decisions taken under these regulations may, within 14 (fourteen) days of receiving or otherwise gaining knowledge of that decision, apply to the Council for reconsideration of that decision.
- 29.5. An application for reconsideration must be considered by the Chief Executive Officer or his or her delegate.

PART E - ENFORCEMENT

30. Powers of an authorised official to enter and gathering information
- 30.1. An authorised official may at all reasonable times enter any municipal or non-municipal property on which informal trading takes place or is reasonably suspected to take place in contravention of these regulations and may –
- 30.1.1. inspect or monitor the property and activities thereat;
 - 30.1.2. question the owner, occupier or person appearing to be in control of the property, trading market or trading site;
 - 30.1.3. serve any notice to the informal trader, the owner of the property or person in control of the informal trading activities;
 - 30.1.4. take photos or samples of any items found to be engaged or used in the informal trading; and
 - 30.1.5. otherwise gather evidence in respect of any informal trading.
- 30.2. An authorised official may, in respect of informal trading at a public place, instruct a person orally or by written notice to cease any act or conduct *prima facie* in breach of these regulations, with immediate effect or within a reasonable time determined by the official.
- 30.3. When issuing a written notice, the authorised official must deliver or otherwise bring the notice to the offending or addressed person's attention. Upon the person's refusal to accept the notice, it may be left at a prominent place at the premises where the informal trading takes place or is suspected to take place.
- 30.4. Any person who receives from an authorised official a written notice to cease any act or conduct *prima facie* in breach of these regulations, must comply therewith and take reasonable steps to ensure compliance therewith.
31. Recovery of costs
- 31.1. If an informal trader contravenes any provisions of these regulations, an applicable informal trading policy or an informal trading permit and fails or refuses to cease the contravention or fails to take immediate steps to rectify any contravention, then the Council may take those steps itself and recover the costs from the informal trader. These costs are in addition to any fine which may be imposed on the informal trader.
32. Offences and Penalties
- 32.1. Any person who, within the municipal area –
- 32.1.1. conducts informal trading without an informal trading permit;
 - 32.1.2. conducts informal trading in contravention of the conditions of an informal

trading permit or in contravention of these regulations;

- 32.1.3. fails to comply with a lawful instruction given in terms of these regulations;
- 32.1.4. after being instructed orally or in writing by an authorised officer, fails to comply or take reasonable steps to ensure compliance with such instructions;
- 32.1.5. intentionally makes a false statement when making an application or providing information under these regulations;
- 32.1.6. threatens, resists, hinders or obstructs an authorised officer or any other staff member of the Council in the performance of their functions under these regulations;
- 32.1.7. continues with any other conduct in contravention of these regulations after notice has been served in terms of these regulations to cease such conduct, is guilty of an offence and is liable on conviction to a fine not exceeding N\$5,000.00 (six thousand Namibia Dollars) or to imprisonment for a period not exceeding 5 months.

33. Impoundment of goods

33.1 Council may take reasonable steps to remove goods from an informal trader, or the person in control of the business if they-

- 33.1.1 fail to comply with any condition imposed by the Council;
- 33.1.2 materially deviates from the activities, as described in the application; or
- 33.1.3 deviates from the manner of undertaking the activities, as described in the application.

34. Short title and commencement

34.1. These regulations are called the Swakopmund Municipality Informal Trading Regulations and takes effect 30 (thirty) days from the date of publication thereof in the Government Gazette.

Appendix A to Informal Trading Regulations

Material terms of lease applicable to a trading site

LEASE AGREEMENT
CONCLUDED BETWEEN

COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND

Herein duly represented by

In his capacity as

(hereafter referred to as the "Council")

AND

Full Names and Surname:

Identity no:

Marital status and regime:

Full names of spouse:

(if married in community)

(hereafter referred to as the "Informal Trader")

1. The Council hereby leases to the Informal Trader the following informal trading site, with number or described as:

situated at:

for the purpose of conducting informal trading as described in the informal trading permit issued on (date of permit).

2. This Agreement will commence from (date), despite the date of its signature, and shall endure for-

- 2.1. a period of 12 (twelve) months from such date; or
2.2. until the Informal Trader's informal trading permit expires, is suspended or revoked;
2.3. the lease becomes terminated on one month's prior written notice by any of the parties; or
2.4. the lease becomes otherwise terminated in terms of the applicable law.

3. The Informal Trader shall pay to the Council a monthly rental in the sum of N\$, or any such amount as the Council may from time to time determine.

The rental will be payable without any deduction or set-off in advance on or before the seventh working-day of each and every month.

- 4. The Informal Trader shall comply with the terms and conditions of the informal trading permit issued to him/her, the provisions of the Informal Trading Regulations and any other applicable laws.
- 5. Should the Informal Trader fail to comply with any of the terms and conditions of this lease and fail to remedy such breach within 14 (fourteen) days after the date of written notification from the Council to do so, the Council shall be entitled to cancel this lease with immediate effect. All outstanding amounts then owing to the Council in respect of this lease, shall immediately become payable upon such cancellation.
- 6. Parties may cancel this Agreement by giving the other party one month's written notice to that effect.
- 7. The Informal Trader will under no circumstances sub-lease the trading site or transfer, cede or assign any of his/her rights or obligations in terms of this lease.
- 8. The Informal Trader hereby indemnifies the Council against and holds it harmless for any claims, legal costs, which may arise from the existence of this lease, including personal damages to the trader or any employee, and against any damages suffered by any third party, irrespective of any such claim arising from the negligent act or omission of the Council, its workers or agents.
- 9. The parties choose their respective *domicilium citandi et executandi* at the following address:
- 10. Informal Trader:
- 11. The Council: The Office of the Chief Executive Officer, Municipal Office Complex, Rakotoka Street, Swakopmund.
- 12. This agreement constitutes the whole agreement between the parties and no amendment, addition or omission hereto shall be binding upon the parties, unless reduced to writing and signed by both parties and no indulgence which either party may show to the other party, shall in any way be constructed as a waiver or novation of this agreement by that party.
- 13. The parties agree to the jurisdiction of the Magistrate's Court in respect of any action which may arise from this agreement, the cancellation thereof or any other related matter.

.....

Signed by the Informal Trader

Date Signed:

Place Signed:

.....

Signed by the Council

Date Signed:

Place Signed:

11.1.17 **PROPOSED BRANDING PARTNERSHIP FOR SWAKOPMUND PROMENADE**
(C/M 2025/02/27 - 12/2/4/5; 17/2/9/4)

Ordinary Management Committee Meeting of 13 February 2025, Addendum
10.3 page **00** refers.

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

1. Purpose

The purpose of this submission is to present to Council a proposal by Messrs Hollard Insurance Company of Namibia Limited (Hollard Namibia) on a branding partnership along the beach walkway.

2. Introduction

In October 2024, Messrs Hollard Namibia submitted a proposal for a branding partnership for the Swakopmund Promenade. In November 2024, an inspection was conducted by the General Manager: Engineering and Planning Services with the Executive Head: corporate Affairs of Hollard Namibia to get clarity and further understanding of their proposal. During the site visit, it was found that the focus of the proposal is centered around the beach walkway, which extends from the Mole up to Platz Am Meer. The proposal is attached under **Annexure A**.

3. Proposed Partnership

Messrs Hollard Namibia proposes a branding relationship in which Messrs Hollard will contribute N\$150 000 annually, for a period of 3 years, to the upkeep and preservation of the walkway. In exchange, Council to allow Messrs Hollard Namibia to display their brand along the route.

This partnership will benefit both Council and Messrs Hollard Namibia,

- *Preservation of Heritage*
- *Enhance Tourist Experience*
- *Financial Relief, and*
- *Corporate Social Responsibility*

Understanding the significance of preserving the walkway's distinct identity, Messrs Hollard Namibia advises that their branding will be classy and inconspicuous, with a focus on subtle brand exposure rather than product promotion. What this means is that the walkway will not be covered in their brand but will be included into the current signage facilities and mentioned/recognized at events that are organized by Council, for example.

The proposal is also aimed to elevate Swakopmund's position as a leading innovative tourism destination. By implementing smart solutions, Swakopmund can offer tourists a more personalized and seamless experience through accessing information via QR code display on the branding, promoting sustainability, and preserving cultural heritage.

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

RECOMMENDED:

- (a) That Council approves Messrs Hollard Insurance Company of Namibia Limited's proposal for a Branding Partnership along the route of the beach walkway, which extends from the Mole up to Platz Am Meer.
 - (b) That Council enters into an agreement with Messrs Hollard Insurance Company of Namibia Limited.
 - (c) That the agreement be for a period of 3 years with an option of renewal.
 - (d) That Council accepts the annual contribution of N\$150 000.00 for the 3-year period by Messrs Hollard Insurance Company of Namibia Limited for the upkeep and preservation of the beach walkway, which extends from the Mole up to Platz Am Meer.
 - (e) That the General Manager: Corporate Services and Human Capital attend to the drafting of the Agreement and, upon agreement by Messrs Hollard Insurance Company of Namibia Limited, the Chairperson of the Management Committee, and the Chief Executive Officer to sign the agreement.
 - (f) That Messrs Hollard Insurance Company of Namibia Limited be engaged for the possibility of providing refuse bins along the beach walkway as part of the partnership.
-



Annexure A

Mr. Archie Benjamin
 Chief Executive Officer
 Swakopmund Municipality
 Swakopmund
 Namibia
 BY EMAIL: abenjamin@swkmun.com.na

25 October 2024

Dear Mr. Benjamin,

Subject: Proposed Branding Partnership for Swakopmund Promenade

I am delighted to write to you on behalf of the Hollard Namibia Group, to suggest a collaborative and mutually beneficial proposition with the Swakopmund Town Council for the walkway from the Promenade at Platz Am Meer Mall leading past the Strand Hotel up until the Jetty at The Tug Restaurant. Our proposal seeks to conserve and enhance this famous monument, ensuring that it continues to play an important role in Swakopmund's rich history and thriving tourism industry.

Historic Significance and Tourism Value

The Promenade has significant cultural and historical value, dating back to Swakopmund's founding in 1892 as a harbour for German Southwest Africa. For more than a century, this picturesque route has been a central element of Swakopmund's scenery, harmoniously merging colonial charm and seaside beauty.

As one of Swakopmund's most popular attractions, the Promenade connects to other renowned sites like the Jetty and the Mole, providing tourists with an immersive sense of the town's distinct character. Maintaining and improving this asset is critical to preserving the town's character and ensuring its continued attraction to both local and international visitors.

Proposed Partnership

Hollard Namibia proposes a branding relationship in which we would finance the upkeep and preservation of the Promenade for three years. In exchange, we would be able to display our brand along the route, guaranteeing a balance of exposure and historical relevance.

Specifically, Hollard Namibia would like to contribute to the upkeep and maintenance of the Promenade.

Benefits for Swakopmund

This agreement would provide numerous significant advantages to the Swakopmund Town Council and the local community:

www.hollard.com.na

HOLLARD INSURANCE COMPANY OF NAMIBIA LIMITED
 Registration number: 2003/049

Hollard, c/o Jan Inker Avenue & Thorer Street, Windhoek, Namibia
 PO Box 5077, Ausspannplatz, Namibia

T +264 61 422 300
 info@hollard.com.na

Directors: GJHJeske (Chairman), JCampbrecht (Finance/Managing), RMPKapaga*, YZKNaibutu, RPZantula, JSVermeulen (Alternate),
 *South African

11.1.18 **REQUEST FOR APPROVAL TO ESTABLISH A CONTAINER FOOD PARK IN SWAKOPMUND**
(C/M 2025/02/27 - E 5370,15/1/1/1)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **8.4** page **81** refers.

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

1. Introduction

On the **29 October 2024** Council received a visit from NIPDB, where they proposed a partnership to establish a Container Food Park. This submission seeks Council's approval for the establishment of the Swakopmund Container Food Park as per the attached proposal (**Annexure A**), which will be a collaborative initiative between the Namibia Investment Promotion and Development Board (NIPDB) and the Swakopmund Municipality. The project aims to repurpose shipping containers as food outlets to support MSMEs, enhance tourism, and contribute to local economic growth.

2. Background

The Swakopmund Container Food Park is designed as an innovative space for local entrepreneurs to operate food and beverage outlets in repurposed containers. The park will utilize repurposed shipping containers as food outlets, providing Micro, Small, and Medium Enterprises (MSMEs) with a platform to sell food to tourists and locals. This project aligns with Swakopmund's Structural Development Plan and strategic goals to:

- *Foster entrepreneurship and economic inclusion.*
- *Provide a sustainable and environmentally friendly development model.*
- *Promote community engagement and social interaction*
- *Enhance job creation*
- *Enhance Swakopmund's position as a leading tourism destination.*

3. Discussion

(a) Proposed Location

The initial request for the establishment of the Container Food Park considered sites within the Seaside or CBD areas. However, after consultations with the Engineering and Town Planning Departments, **Erf 118**, designated as "Undetermined", (**as per annexure 'B'**) has been identified as the most suitable site for the following reasons:

(a) Strategic Benefits of the Location

- **Foot Traffic:** *The site is situated in a high-traffic area frequented by both locals and tourists, ensuring consistent visibility and patronage for businesses.*
- **Accessibility:** *It has excellent access to public parking and nearby ablution facilities, which are critical for ensuring convenience and comfort for visitors.*
- **Infrastructure Readiness:** *The site is already connected to the electric grid, making it cost-effective to install and*

upgrade essential services, such as water and electricity connections, compared to alternative locations.

- **Cost Efficiency:** *Minimal additional infrastructure investment is needed, reducing overall project costs.*

(b) Alignment with Development Goals

This location aligns with Swakopmund's Structural Development Plan, which prioritizes the integration of community spaces into urban activities. The concept for the site (as shown in Annexure C) incorporates green space, seating areas, and shading to create a vibrant hub that blends well into the urban fabric. This synergy promotes a sustainable and socially inclusive development model.

(c) Design Considerations

The Engineering Department may need to redesign the site to accommodate 10 to 15 containers while making provisions for essential amenities, including:

- *Seating and shading for customer comfort.*
- *Pathways to ensure smooth pedestrian flow.*
- *Landscaping to enhance the overall aesthetic appeal.*

(d) Potential Challenges and Mitigation

Due to the site's central location and high density, there is a risk of traffic congestion, particularly during peak tourist seasons. Additionally, parking availability may become a concern during busy periods.

To address these challenges:

- *The Traffic and Law Enforcement must be involved in formulating a site development plan that includes solutions such as traffic flow management, designated parking areas, and entry/exit strategies to minimize congestion.*
- *Consideration should be given to encouraging alternative transportation modes, such as walking, cycling, or shuttles, to reduce reliance on private vehicles.*
- *Signage and parking attendants may be employed during peak times to ensure smooth operations and visitor satisfaction.*

Implications of the Proposed Location

1. Economic Impact:

By situating the Container Food Park in a high-visibility area, it will attract both locals and tourists, increasing economic activity and contributing to the growth of MSMEs.

2. Urban Planning and Infrastructure:

- *The site's strategic location and existing infrastructure reduce the need for significant development costs.*

- *The integration of green spaces enhances Swakopmund's urban landscape, aligning with the municipality's broader goals for sustainable development.*

3. **Environmental Considerations:**

The incorporation of green spaces and environmentally conscious design minimizes the environmental footprint of the project while creating a functional and attractive urban hub.

4. **Traffic and Parking Management:**

While the site offers numerous advantages, proactive traffic and parking solutions must be implemented to prevent congestion and ensure accessibility during peak seasons.

(b) Implementation and Stakeholders

As part of the partnership between the Namibia Investment Promotion and Development Board (NIPDB) and the Swakopmund Municipality, the following roles and responsibilities are identified:

Namibia Investment Promotion and Development Board NIPDB:

- *Develop a sustainability plan to ensure the long-term viability of the project.*
- *Conduct stakeholder engagement to secure additional funding and resources.*
- *Coordinate feasibility studies and promotional campaigns to enhance the project's visibility and impact.*

Swakopmund Municipality

- *Extend and upgrade the necessary infrastructure, including water, electricity, sewage systems, and road access, to the proposed area.*
- *Ensuring the availability of funds for the servicing, and maintenance of the proposed site.*
- *Build capacity for MSMEs through training and mentorship programs to support local entrepreneurs.*
- *Oversee daily operations at the park to ensure its smooth functioning.*
- *Ensure the design, landscaping, and ongoing maintenance of the green space adjacent to the Container Food Park to create an attractive and functional area. This includes the installation of benches, pathways, with minimal environmental impact and alignment with the overall project goals.*
- *Align the project with the Swakopmund Structural Plan through comprehensive planning and collaboration with relevant departments.*

Financial Implications

NIPDB has committed to source funds for the project to the value of **N\$2,866,600.00**, which includes container customization, site preparation, and basic infrastructure. This estimate is subject to change, as accurate costing requires a complete set of plans and

layouts to develop a Bill of Quantity (BOQ) with detailed specifications.

A preliminary cost breakdown is as follows:

Description	Unit	Unit Cost (N\$)	Estimated Cost (N\$)
Administration Costs	1	250,000.00	250,000.00
Containers	15	60,000.00	900,000.00
Outdoor Furniture	12	18,000.00	216,000.00
Paint Works	1	50,000.00	50,000.00
Structure Works (Plumbing, Electrical, etc.)	1	850,000.00	850,000.00
Container Customization	15	10,000.00	150,000.00
Handover and Grand Opening	1	190,000.00	190,000.00
Sub Total			2,606,000.00
Contingency (10%)			260,600.00
Total			2,866,600.00

The cost to the municipality will include extending and upgrading the necessary infrastructure, including water, electricity, sewage systems, and road access, to the proposed area.

4. Conclusion

The Swakopmund Container Food Park is an innovative project that supports local entrepreneurship and tourism development. By leveraging the identified location and partnering with NIPDB, this initiative can serve as a model for sustainable urban development, benefiting both the local community and the economy.

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

RECOMMENDED:

- (a) **That Council approves the project concept for the development of the Container Food Park in Swakopmund at the proposed site, as per Annexure C (on file) and for the Namibia Investment Promotion Development Board (NIPDB) to source funds for the project to the value of approximately N\$2 900 000. 00, which includes container customization, site preparation, and basic infrastructure.**
- (b) **That Council approves the selection of Erf 118, designated as "Undetermined as identified in Annexure B (on file), as the proposed site for the establishment of the Container Food Park, due to its strategic location, accessibility, and alignment with Swakopmund's Structural Development Plan.**

- (c) **That Council acknowledges the potential challenges of traffic congestion and parking issues at the proposed site and mandates that the General Manager: Engineering and Town Planning Services include traffic management strategies in the site development plan to mitigate these concerns.**
 - (d) **That Council agrees to establish a partnership with NIPDB, subject to the finalization of a Memorandum of Understanding (MoU).**
 - (e) **That Council approves the allocation of funds for extending and upgrading the necessary infrastructure (water, electricity, sewage systems, and road access) to the proposed site.**
 - (f) **That the General Manager: Engineering and Planning Services drafts detailed plans and layouts for the project site and prepares an updated cost breakdown based on a comprehensive Bill of Quantities for submission for budgeting purposes.**
 - (g) **That Council grants authorization to NIPDB to commence stakeholder engagement, promotional activities, and preparatory groundwork related to the project.**
 - (h) **That Council endorses the inclusion of a landscaped green space as a complementary feature to enhance the overall appeal, functionality, and sustainability of the Container Food Park, with minimal additional costs to be assessed in the final Bill of Quantities.**
 - (i) **That Council engages NIPDB for the development of an additional container food park in Mondesa.**
-



Enquiries: Dino Balletti
 Email: dino.b@nipdb.com
 Tel: +264 (0) 83 333 8613

11 November 2024

CONCEPT NOTE FOR THE SWAKOPMUND CONTAINER FOOD PARK

1. Purpose

This proposal, initiated by the Namibia Investment Promotion and Development Board (NIPDB) in partnership with the Swakopmund Municipality to establish a Container Food Park along the Swakopmund seaside. The park will utilise repurposed shipping containers as food outlets, providing Micro, Small, and Medium Enterprises (MSMEs) with a platform to sell food to tourists and locals. This initiative is critical for increasing MSME income generating, employment creation, and improving market access for businesses in the food and beverage sector.

2. Background and Objective


The Swakopmund Container Food Park is an innovative project aimed at creating a vibrant, sustainable food hub in Swakopmund which will be managed by the Swakopmund Municipality, supported by the Namibia Investment Promotion and Development Board (NIPDB). The project will promote local entrepreneurship, enhance tourism, and offer a unique dining experience by repurposing shipping containers into a variety of food outlets.


3. Implementation and Stakeholders


Swakopmund Municipality along with NIPDB, the Hospitality Association, Business Support Organisations (BSO) and the private sector are key to unlock the needed capital to realise this project as well as the technical expertise to support the successful realisation of the Container Food Park project.


The NIPDB will be responsible for the following:

- Develop a sustainability plan to ensure long-term impact
- Identify and engage key stakeholders to unlocking funding and position the project
- Manage logistics for the feasibility study
- Support in project planning, execution, as well as monitoring and evaluation
- Ensure active participation and engagement during planning and implementation

 C/O Garten Street
& Dr. A. B. May Street

 info@nipdb.com
www.nipdb.com

 Private Bag 13340,
Windhoek, Namibia

 +264 (0) 83 333 8600

Advisory board Members: HB Gerdes - EY Hilger - D Honsbein - S Hugo - JY Mnyuoe - VJ Mungunda - KP Ndilula - MK Shipanga
Executive Board Members: RN Gaandja (Chairperson and CEO) - MC Custave - JJ Hauuanqa - RN Lukonqa - J Muetudhana - FH van Schalkwyk
 (Non-profit Association Incorporated under Section 21) • Registration Number: ZI/2020/0929



- Coordinate travel to Swakopmund including all key stakeholders to oversee the project
- Identify service providers for the Container Food Park
- Lead design promotional materials
- Raise awareness through social media platforms

The Swakopmund municipality will be responsible for:

- Identify and provide a suitable location (preferably along the seaside) for the Container Food Park
- Ensure local participation and interest from the community
- Provide sector specific capacity building, including food safety, finance and operation management for the successful MSME occupants of the Container Food Park
- Organise public amenities, including restrooms
- Oversee daily park operations

4. Features and Layout of the Container Food Park

The Container Food Park will consist of refurbished shipping containers (with vibrant designs and colours) serving as food stalls and spaces. Key features will include:

- **Food Containers (Stalls):** A range of traditional and local food vendors offering diverse cuisine
- **Sustainability Focus:** Use of solar power, recycling systems, and eco-friendly materials
- **Public Amenities:** Communal seating, entertainment areas (possible stage for festivals), restrooms, and family zones
- **Live Entertainment:** Regular performances by local artists and cultural groups to enhance the atmosphere

5. Targeted MSMEs and Selection

Announcements will be made by Swakopmund Municipality / NIPDB social media platforms and local media outlets, with support from the Hospitality Association and selected Business Support Organisations. Both formal and informal MSMEs in Swakopmund will be encouraged to apply and given preference based on experience in the food and beverage sector, as well as having operated for more than 6 months.

6. Expected Outcomes of the Project



The Project aims to:

- Generate local employment and support MSME growth in the food and beverage industry
- Create a platform for local food entrepreneurs to showcase their culinary talents
- Offer a variety of food and beverages, celebrating both Namibian and international cuisines
- Attract local and international tourists with an eco-friendly food park concept
- Promote sustainability through renewable energy and waste reduction

7. Impact and Vision

- The Container Food Park will become a major attraction in Swakopmund, offering a distinctive culinary experience for both residents and tourists. By empowering local businesses, championing sustainability, and providing entertainment, the park is positioned to contribute significantly to the town's economic and social development.
- This Container Food Park will act as a benchmark to be replicated in other regions
- This project aligns with Swakopmund's vision of positioning itself as a leading hub for innovation, culture, and sustainable tourism in Namibia

8. Project Timeline

- **Month 1** – Position the concept note to identified strategic partners and key stakeholders
- **Month 2** - Secure funding
- **Month 3-4** - Secure permits, finalise layout and MSME selection
- **Month 5-9** – Setting up actual container park
- **Month 10-11** – Finalisation of selection and training
- **Month 12** - Official Launch and Grand Public Opening



9. Financial Implications

The estimated budget for the project is N\$ 2,866,600.00 with the breakdown as follows:

Budget breakdown	Unit	Unit cost	Est. Cost (N\$)
Administration costs: incl. Delivery services, Architecture design etc	1	250,000.00	250,000.00
Containers	15	60,000.00	900,000.00
Outdoor furniture	12	18,000.00	216,000.00
All paint works	1	50,000.00	50,000.00
All Structure works: incl. plumbing, electrical works, fencing, etc	1	850,000.00	850,000.00
Container customization	15	10,000.00	150,000.00
Handover and Grant Opening	1	190,000.00	190,000.00
Sub Total			2,606,000.00
Contingency @10%			260600.00
Project Total			2,866,600.00

Disclaimer: The project costs are estimated based on current figures and are subject to change to reflect macroeconomic factors.

10. Recommendation

The proposal was approved by the Executive Committee of the NIPDB and therefore will be tabled for consideration by the Swakopmund Municipality Council for initial endorsement where the NIPDB will be responsible for fundraising and stakeholder engagements.

11. Actions Required

The following action is expected from Council

- 11.1 Council Approval of the concept document
- 11.2 Council Approval of the partnership with NIPDB
- 11.3 Council Approval of next steps as outlined in the Project Timeline



12. Contact Persons concerning this Project:

Mr. Dino Ballotti

Temporary Technical Consultant to the CEO
Namibia Investment Promotion & Development Board
dino.ballotti@nipdb.com

Mr. Oscar Homateni

Investment & Tourism Officer
Swakopmund Municipality
ohomateni@swkmun.com.na

13. Annexure for Potential Features and Layout of the Container Food Park



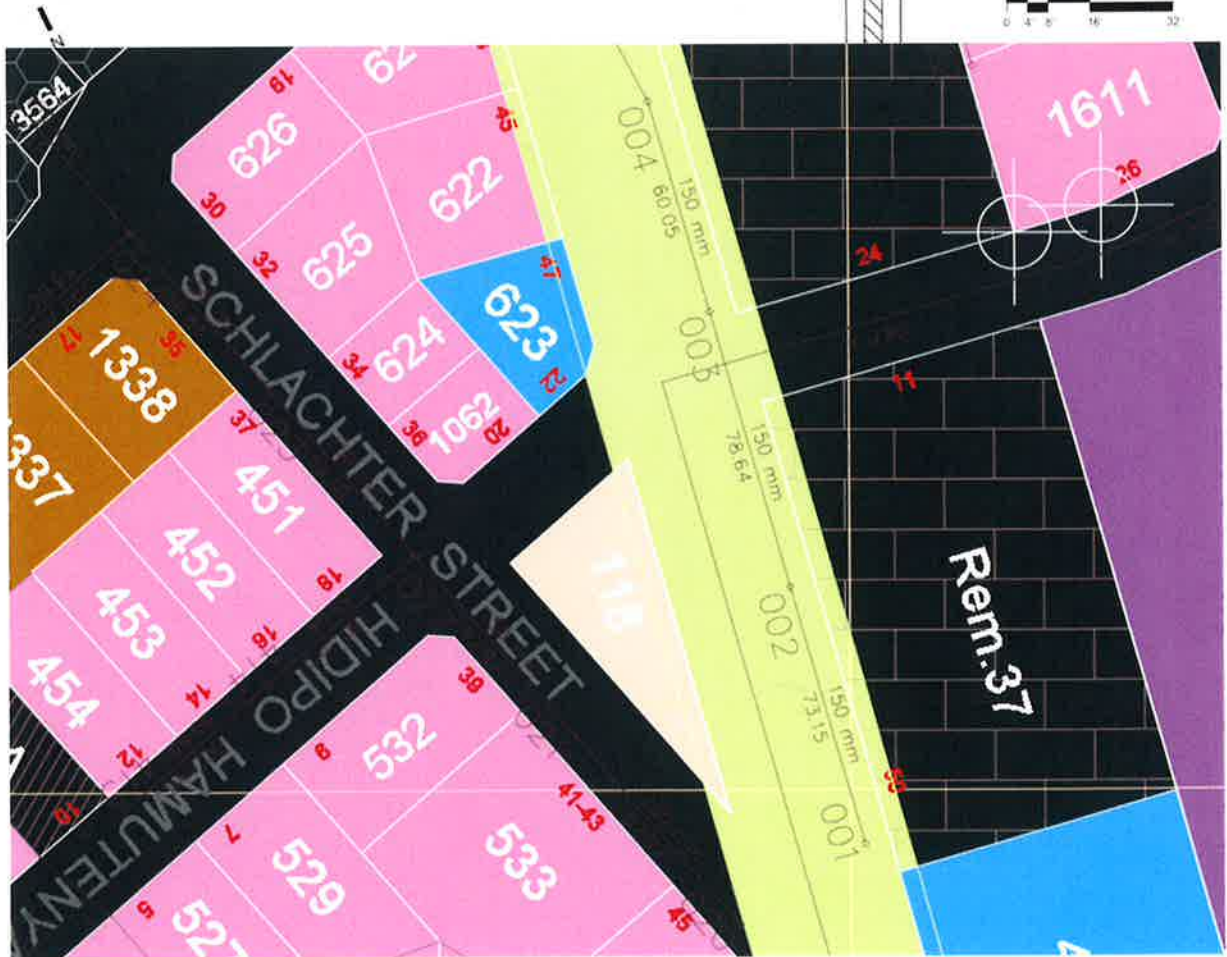
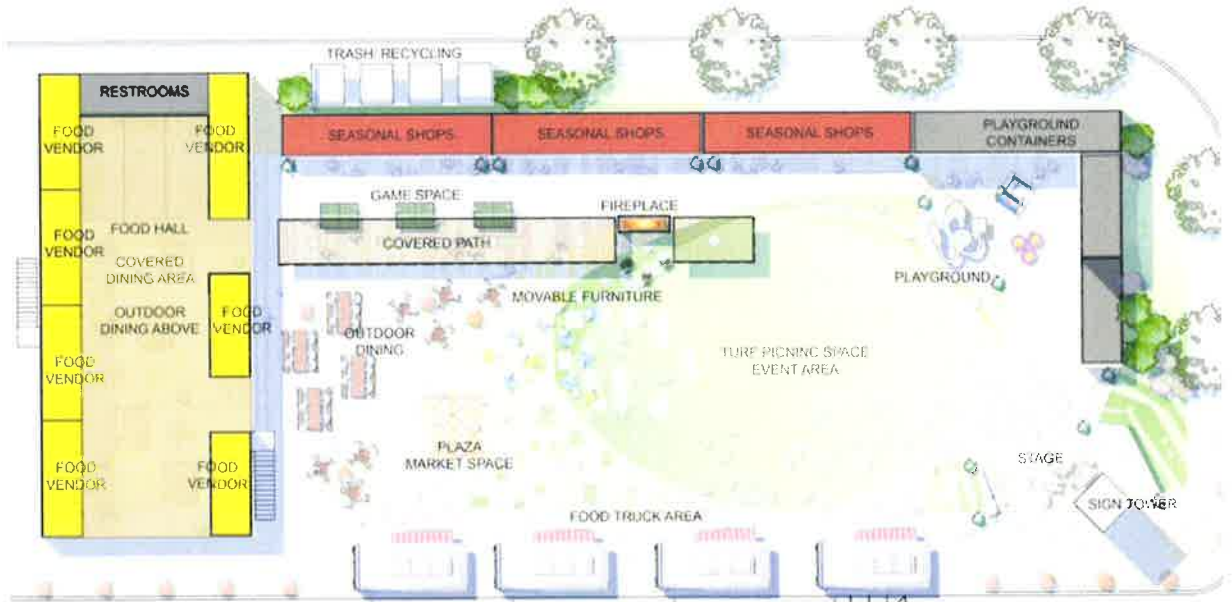




ANNEXURE B



ANNEXURE C



11.1.19 **SUBDIVISION OF ERF 285, ROSSMUND INTO PORTION 1 AND REMAINDER**
(C/M 2025/02/27 - RM 285)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **8.5** page **94** refers.

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

1. Purpose

The purpose of this submission is for Council to consider an application to subdivide Erf 285, Rossmund into Portion 1 and Remainder in terms of Section 105 (1) (e) (ii) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).

2. Introduction and Background

An application to subdivide Erf 285, Rossmund into Portion 1 and Remainder was received by the Engineering and Planning Services from Dunamis Consulting (Pty) Ltd, applying on behalf of the registered Messrs Rossmund Golf Course cc, represented by Mr. Willem Arie van der Plas. The application is attached as **Annexure A**.

3. Ownership

Ownership of Erf 285, Rossmund is held in the Certificate of Consolidated Title T 6776/2016 and vests in Rossmund Golf Course cc. Proof of ownership has been attached together with the application.

4. Zoning, Locality and Size

Erf 285, Rossmund is zoned "Single Residential" as indicated in Figure 1 below. The erf is situated at the corner of Bazzard and Owl Streets. It measures 1363m² in extent. The Erf currently vacant.

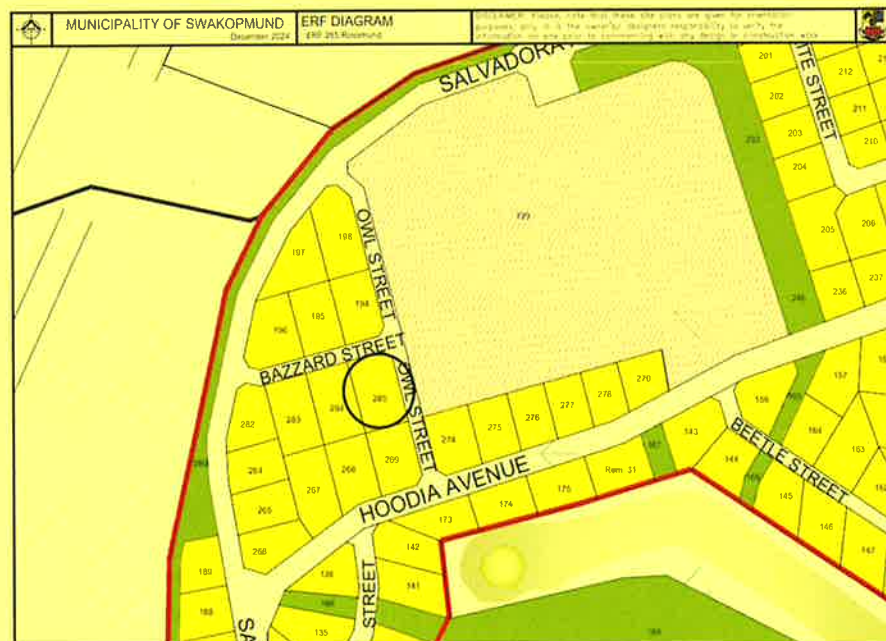


Figure 1: Erf 285, Rossmund locality and zoning map

5. **Access and municipal services**

Portion 1 will obtain its access from either Bazzard or Owl Street, whilst the Remainder of Erf 285 will be accessed via Owl Street.

The property is already connected to the existing municipal service networks. Any further extension or upgrading of services due to this subdivision should be done to the satisfaction of the General Manager: Engineering and Planning Services, at the cost of the applicant (landowner).

6. **Public Consultation**

In terms of the Urban and Regional Planning Regulations Section 10 (4) for subdivision, only the affected neighbouring property owners must be notified. No publication of notices in newspapers and government gazette is required. The property has seven (7) abutting properties however only four (4) could be consulted as the other three (3) belongs to the applicant (Golf Course cc).

The closing date for objections/comments was Wednesday, 27th of **November 2024**. No objections were received.

The public consultation report is attached as **Annexure B**.

7. **Proposal**

The owner intends to subdivide the property into a portion and a remainder to create an additional freestanding residential property.

The table below illustrates the subdivision proposal:

Erf Number	Size in hectares	Zoning
<i>Portion 1</i>	<i>681</i>	<i>Single Residential</i>
<i>Remainder 285</i>	<i>682</i>	<i>Single Residential</i>
Total	1363	

8. **Evaluation**

Erf 285, Rossmund has a density of 1:600m² which means even after the subdivision, the properties maintain the same density zoning given its extent. Therefore, the proposed subdivision is not expected to perturb the character of the neighbourhood.

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

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

The current title deed conditions registered against Erf 285, Rossmund should be retained and be registered against the newly created Portion 1 and the Remainder of Erf 285, Rossmund.

10. **Conclusion**

The proposed subdivision of Erf 285, Rossmund into Portion 1 and Remainder is not foreseen to have any adverse impacts on the area. It can therefore be supported.

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

- (a) That the subdivision of Erf 285, Rossmund into Portion 1 and Remainder as per the table below be approved:

Portion Number	Size in m²	Zoning
Portion 1	681	Single Residential
Rem/285	682	Single Residential
Total	1363	Single Residential

- (b) That conditions registered against Erf 285, Rossmund be retained and be registered against the newly created Portion 1 and the Remainder of Erf 285, Rossmund.
- (c) That the subdivision of Erf 285, Rossmund be subject to a compensation fee (endowment fee) of 7.5% as provided for in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) as well as the Municipality of Swakopmund Property Policy.
- (d) That all additional infrastructure to be required as a result of the proposed development be for the account of the applicant and in accordance with the specifications of the General Manager: Engineering and Planning Services.
- (e) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation (endowment) fee for the subdivision has been received by Council.
- (f) That the applicant provides proof that the subdivision of Erf 285, Rossmund into Portion 1 and Remainder has been approved by the Minister of Urban and Rural Development and provides Council with approved diagram before any submission of building plans to the Engineering and Planning Services Department for approval, and
- (g) That the on-site parking requirements be as per the Swakopmund Zoning Scheme.
-

ANNEXURE A - APPLICATION

TOWN, REGIONAL PLANNERS AND DEVELOPERS

Your Integrity, Our Standard

Date 31/10/2024

Manager: Engineering & Planning Services

Municipality of Swakopmund
 cnr Rakotoka Street & Daniel Kamho Avenue
 P.O. Box 53
 Swakopmund, Namibia

Attention: J. Heita

Dear sir,



SUBDIVISION OF ERF 285 C/O OWL AND BAZZARD STREETS ROSSMUND
 INTO PORTION 1 AND REMAINDER

1. Application

Dunamis Consulting (Pty) Ltd was appointed by Rossmund Golf Course cc represented by Willem Arie van der Plas, the undersigned owner of Erf 285 c/o Owl and Bazzard Streets Rossmund to apply to the Municipality of Swakopmund for.

- ❖ Subdivision of Erf 285 (1363m²) c/o Owl and Bazzard Streets Rossmund into Portion 1 (682m²) and Remainder (681m²) in terms of Section 105(e) of the Urban and Regional Planning Act, 2018 (Act. No. 5 Of 2018)

The Power of Attorney is herewith attached.

2. Erf/Site Information

Erf 285 Rossmund is located at corner of Owl and Bazzard Streets. The property is currently zoned "Single Residential" with a density of 1:600 with and measuring ±1363m² and is still vacant.

2.1. Municipal Services and Street Access

This Erf is already connected to the Swakopmund municipal reticulation network for the Rossmund townships as it is located in a built-up area. All additional and extensions of municipal services such as sewer, water and electricity for the proposed subdivision development, will be in line with the municipal service requirements and all costs will be to the client's account. On-site parking as required in terms of the Swakopmund Zoning Scheme will be provided upon submission of individual building plans. It is proposed that Portion 1 obtains access from Bazzard or Owl Street, while the Remainder Erf 285 will obtain access from Owl Street.

2.2. Registered conditions

The conditions of Erf 285 Rossmund are contained in the attached copy of Deed of Transfer No. T6776/2016. There are no special conditions or servitudes to take into account with the proposed development of the sites.

3. Development Proposal

Erf 285 c/o Owl and Bazzard Streets Rossmund is currently zoned "Single Residential" with a density of 1:600 and is vacant. This Erf measures 1363m² in extent.

3.1. Subdivision

It is the intention of the owner of Erf 285 c/o Owl and Bazzard Streets Rossmund to subdivide the Erf into one Portion and Remainder. The purpose of the proposed subdivision is to create an additional free-standing Residential Erf and put it up for sale. The new Erf sizes will not be smaller than 600m².

Below is the table with the proposed subdivision

Erf	Size	Zoning & Density
285	1363m ²	Residential 1:600
1/285	682m ²	Residential 1:600
Re/285	681m ²	Residential 1:600

The Subdivision Plans are attached.

4. Public Consultation and Objections

The subdivision applied for, is in terms of Section 105(1)(e) of the Urban and Regional Planning Act, Act 5 of 2018 and in terms of Section 107(1)(a) and Section 10(1)(4) of the regulations, which requires that notifications be given to the neighbours in writing on the intention of the application.

The subdivision notices will be sent to the immediate neighbors via NamPost Courrier in line with neighbor details as received from the Municipality.

A sample copy of these neighbor notice forms, is herewith attached.

5. Motivation

5.1. Need and Desirability

Erf 285 c/o Owl and Bazzard Streets Rossmund is located within an area that is predominantly characterized by residential land uses. Zoning found within the immediate proximity to this Erf, is a block for General Residential use on Erf 199 which is located directly opposite the subject Erf 285.

Given the area's density factor of 1:600, the scale of the proposed development, good access, provision of enough parking on site of each new Erf, the proposed subdivision of Erf 285 c/o Owl and Bazzard Streets Rossmund for a housing development is not foreseen to have any adverse impact on this neighborhood as it will further accentuate the single residential precinct of this area.

6. Concluding remarks

The Swakopmund Municipal Council generally supports owner' initiatives of maximizing development potential on their properties, provided that such development does not infringe on the surrounding area's set-up.

The proposed "Single Residential" zoning already exists in this area's development make-up and is thus not expected to perturb the existing surroundings. In the context of the current Zoning Planning directives, the proposed housing development of Erf 285 c/o Owl and Bazzard Streets Rossmund, can be allowed provided that a corresponding bulk service infrastructure is implemented to make provision for the bulk services needed for the additional new residential Erf.

To ensure that the proposed development take effect on Erf 285 c/o Owl and Bazzard Streets Rossmund, it is recommended that an application is submitted to the Municipality of Swakopmund as follows:

- Subdivision of Erf 285 c/o Owl and Bazzard Streets Rossmund into Portion 1 and Remainder.

7. Attachments

7.1. Two (2) complete copies of application comprising:

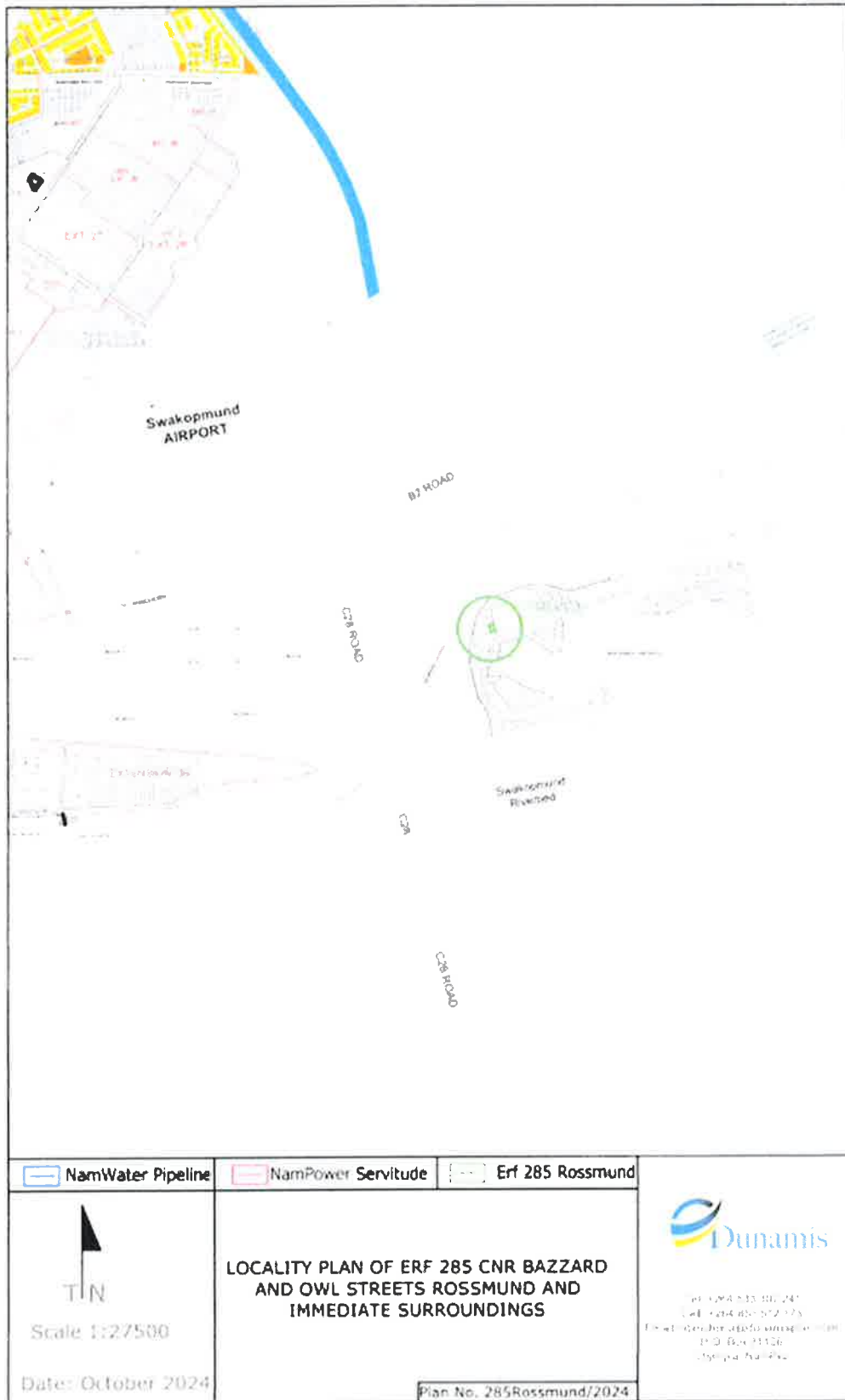
- Application and Subdivision Form
- Locality and Subdivision Plans
- Conditions to be registered
- Proof of Neighbor Consultations
- Power of Attorney
- Copy of Deed of Transfer
- Copy of Founding Statement

Considering the above the motivation, the Municipality is herewith requested to support the application.

Yours faithfully,



Petrine Ndimuhona Sem (Pr. TRP/NCTRP No 28)





Tel: +27(0)33(0)4481
 Cell: +27(0)82331133
 Email: info@dynamis.co.za
 P.O. Box 41797
 10174 Johannesburg

Erf 285 Rossmund

**SUBDIVISION LAYOUT PLAN OF ERF 285 CNR
 BAZZARD AND OWL STREETS ROSSMUND INTO
 PORTION 1 (682m²) AND REMAINDER (682m²)**

Plan No. 285Rossmund/2024

Subdivision

Erf	Size in m ²
285	1363m ²
Ptn 1	682m ²
R/285	681m ²



Scale 1:1000

Date: October 2024



SPECIAL POWER OF ATTORNEY

I/we, the undersigned,

WILLEM ARIE VAN DER PLAS, being duly authorised by
ROSSMUND GOLF COURSE CC
Registration Number: CC/95/00491

Being the registered owner of:

CERTAIN: ERF NO. 285 ROSSMUND
SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION
MEASURING: 1 363 (ONE THREE SIX THREE) SQUARE METERS
HELD BY: CERTIFICATE OF CONSOLIDATED TITLE NO. T 6776/2016
("the Property")

do hereby nominate, constitute and appoint:

DUNAMIS CONSULTING (PTY) LTD

as Town, Regional Planners and Developers, with power of Substitution, to be my lawful Attorney and Agent in my name, place and stead, to make the necessary application to the Municipality of Swakopmund and to the Urban and Regional Planning Board and/or the Ministry of Urban and Rural Development for the:

SUBDIVISION OF THE PROPERTY INTO PORTION 1, (COMPRISING APPROXIMATELY 682m²), AND THE REMAINDER, (COMPRISING APPROXIMATELY 681m²), IN TERMS OF SECTION 105(e) OF THE URBAN AND REGIONAL PLANNING ACT, 2018 (ACT NO. 5 OF 2018)

And generally, for effecting the purpose aforesaid, to be done whatsoever shall be requisite, as fully and effectively, for all intents and purposes I might or could do if personally present and acting herein-hereby ratifying, allow and confirm all and whatsoever my said agent shall lawfully do or cause to be done, by virtue of these present.

THUS, DONE AND SIGNED at SWAKOPMUND on the 03rd day of JUNE 2024.

AS WITNESSES:

1.

2.

Prepared by
[Signature]
CONVEYANCER
KOTZE W.C.

6776 1 2018

CERTIFICATE OF CONSOLIDATED TITLE

(Issued under section 40 of the Deeds Registries Act, 1937 (Act 47 of 1937))

WHEREAS

ROSSMUND GOLF COURSE CC
(Registration Number, CC/95/00491)



has applied for the issue to it of a Certificate of Consolidated Title (under the provisions of section 40 of the Deeds Registries Act, 1937)

[Handwritten marks: a vertical line, a checkmark, and initials]

AND WHEREAS IT IS THE REGISTERED OWNER OF

1. CERTAIN: ERF NO. 272 (A PORTION OF ERF NO. 37) ROSSMUND
 SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND
 REGISTRATION DIVISION "G"
 ERONGO REGION
 HELD BY CERTIFICATE OF REGISTERED TITLE NO. 1 *6773* /2016

and

2. CERTAIN: ERF NO. 193 (A PORTION OF ERF NO. 177) ROSSMUND
 SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND
 REGISTRATION DIVISION "G"
 ERONGO REGION
 HELD BY CERTIFICATE OF REGISTERED TITLE NO. 1 *6773* /2016

which have been consolidated into the land hereinafter described

NOW, THEREFORE, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at Windhoek do hereby certify that the said

ROSSMUND GOLF COURSE CC
(Registration Number: CC/95/00491)

its Successors in Title or Assigns, is the registered owner of

* CERTAIN: ERF NO. 285 ROSSMUND
 SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND
 REGISTRATION DIVISION "G"
 ERONGO REGION

MEASURING: 1 363 (ONE THOUSAND THREE HUNDRED AND SIXTY THREE) SQUARE METRES as indicated on the annexed Diagram No. A1315/2015

A vertical line is drawn on the left side of the signature area. To the right, there is a handwritten signature and a circular stamp containing illegible text.

11.1.20

SUBDIVISION OF ERF 366, MYL 4, EXTENSION 1 INTO 7 PORTIONS AND REMAINDER AND SUBSEQUENT REZONING OF THE NEWLY CREATED PORTIONS FROM "GENERAL RESIDENTIAL" WITH A DENSITY OF 1:250 TO "SINGLE RESIDENTIAL" WITH A DENSITY OF 1:300 AND CONSENT TO PROCEED WITH THE DEVELOPMENT WHILE THE REZONING IS BEING PROCESSED

(C/M 2025/02/27 - M4 E 366)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **8.6** page **112** refers.

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

1. Purpose

The purpose of this submission is for the Council to consider the application for the subdivision of Erf 366, Myl 4 Extension 1 into 7 Portions and Remainder and subsequent rezoning of the newly created Portions from "General Residential 1" with a density of 1:250 to "Single Residential" with a density of 1:300.

2. Introduction and Background

An application was received by the Engineering and Planning Services Department for the above mentioned statutory procedures on Erf 366, Myl 4 Extension 1 from !Nora Town and Regional Planners, on behalf of the registered owner. The application is attached as **Annexure A**.

3. Ownership

Currently, the ownership of Erf 366, Myl 4, Extension 1 currently vests in the Ocean Culture Investments CC as endorsed under the Deed of Transfer No. T3771/2024. See **Annexure A**.

4. Zoning and Locality

The Erf is zoned "General Residential 1" and measures 3 406m² in extent. Erf 366, Myl 4 Extension 1 is located at Eagle Close Street and Dr Schwietering Street. See insert on the next page.

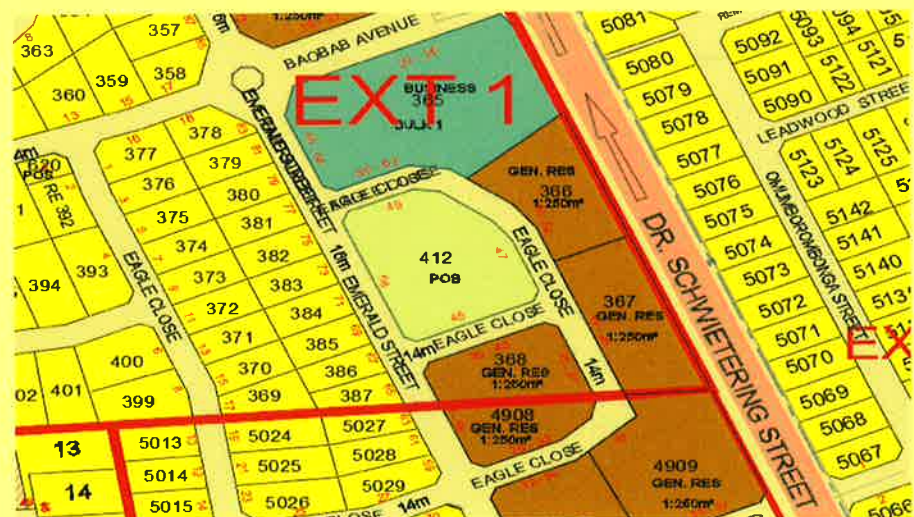


Figure 1: Location of Erf 366, Myl 4 Extension 1

5. **Access and Infrastructure services**

Access to Erf 366, Myl 4, Extension 1 is obtained from Eagle Close Street (14m in width).

Parking for the proposed development will be provided in accordance with the provision of the Swakopmund Zoning Scheme.

Erf 366, Myl 4 is already connected to the existing infrastructural services, however, should additional services be required, the applicant is to provide those to the satisfaction of the General Manager: Engineering and Planning Services.

6. **Public consultation**

In terms of the Urban and Regional Planning Act, 2018, Section 107, subdivision and rezoning are subject to the public consultation process.

The proposed subdivision and rezoning were advertised on the 11th and 18th November 2024 in the Market Watch and on the 8th and 15th in the Namib Times. A notice was placed on site and one (1) notice was on display on the municipal notice board. Additionally, a notice was published in the Government Gazette, dated 15th November 2024 notice No. 741 see **Annexure B**.

Seven (7) neighbouring property owners were notified of the intention to subdivide and rezone Erf 366, Myl 4 via registered letters.

The closing date for comments and/or objections was on the 9th December 2024. Attached as **Annexure B** is the list of neighbours consulted via registered mail. No objections have been received after lapsing of the closing date.

7. **Proposal**

The owner of Erf 366, Myl 4, Extension 1 intends to subdivide Erf 366, Myl 4 into 7 Portions and Remainder.

The proposed subdivision will enable the creation of 8 single residential zoned erven to create distinct and manageable parcels of land which allows for the development of *Single Residential* properties. The subdivision will facilitate the issuance of freehold land tenure titles for each erf, promoting ownership and enabling more sustainable development within the area.

As a result, thereof, the applicant also intends to rezone the newly created erven from "*General Residential 1*" with a density of 1:250 to "*Single Residential*" with a density of 1:300.

8. **Discussion**

8.1 **Subdivision and rezoning**

Erf 366, Myl 4, Extension 1 is proposed to be subdivided into 7 Portions and the Remainder and subsequently rezone from "*General Residential 1*" with a density of 1:250 to "*single residential*" with a density of 1:300.

The portion will be subdivided as per the table below:

PORTION NUMBER	APPROXIMATE AREA (m²)	PROPOSED USE
Erf 366	3406	General residential 1
Portion 1	420	Single residential
Portion 2	578	Single residential
Portion 3	366	Single residential
Portion 4	557	Single residential
Portion 5	326	Single residential
Portion 6	455	Single residential
Portion 7	400	Single residential
Remainder/4666	305	Single residential

See the subdivision plans attached as **Annexure C1**.

9. Evaluation

Myl 4 Extension 1 was created as a medium - low density area with a density of 1:600 for single residential and a density of 1:250 for general residential erven. Note should be taken that the surrounding townships also all accommodate low residential characters with similar density as that in Myl 4 Extension 1.

Therefore, although the rezoning will not have detrimental effects to the surrounding neighbourhood as it remains residential in nature it is important that the development conforms to the existing density of the area.

If the applicant's intentions are to create sustainable land and does not create high-density erven as one could than maintain the existing density zone to achieve the desired single residential development and ownership of the portions being created.

The proposed development aims at addressing the demand for more manageable and individually owned residential properties, while enhancing the property value and resident satisfaction by providing secure freehold tenure without radically changing it into a high dense area.

However, the applicant's request to have the property rezoned from "general residential 1" with a density of 1:250 to "single residential" with a density of 1:300 cannot be supported as the area is predominately of medium-low-density. Instead of the requested density, a density of 1:600 is proposed.

Similarly, the request for consent to proceed with development while the rezoning is in progress, cannot be supported because it will be contrary to the zoning scheme provisions and ministerial directives. Only once the rezoning process is completed, including full payment of the endowment fees, then development proposals in accordance with the new zoning and density may be submitted for consideration.

4.1 Compensation

The rezoning of Erf 366, Myl 4, Extension 1 is not subject to a compensation fee payable upon approval by the Urban and Rural Planning Board. This is because the fees are levied in order to allow the Council to carry out works for the general upkeep of infrastructure as well as increase in pressure on council's infrastructure. The proposed development, however, aims at downscaling the initial density and the applicant intends on rezoning the erf from general residential to single residential.

However, the subdivision of Erf 366, Myl 4 Extension 1 into 8 portions is subject to a 7.5% compensation fee with respect to endowment calculated according to Section 9 (b) of Regulations relating to the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) in conjunction with the Swakopmund Municipality Property Policy.

9.1 Title Conditions

That the title deed conditions registered against Erf 366, Myl 4 Extension 1 be retained for the newly created 7 Portions and Remainder Erf 366, Myl 4 Extension 1 as follows:

- (i) *The erf shall only be used or occupied for purposes which are in accordance with and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018);*
- (ii) *The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the municipal valuation of the erf.*

10. Conclusion

The subdivision and rezoning of Erf 366, Myl 4 Extension 1 from "General Residential 1" with a density of 1:250 To "Single Residential 1" with a density of 1:600 is more favourable for the area and the applicant to resubmit the subdivision layout to be in line with the Swakopmund Zoning Scheme and the Swakopmund Structure Plan 2020-2040.

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

RECOMMENDED:

- (a) **That the rezoning of Erf 366, Myl 4, Extension 4 from "General Residential 1" to "Single Residential" with a density of 1:300 and consent to proceed with development while the rezoning is in progress be turned down.**
- (b) **That the subdivision of Erf 366, Myl 4, Extension 1 into 7 Portions and Remainder be turned down.**
- (c) **That instead, Erf 366, Myl 4, Extension 4 be rezoned from "General Residential 1" to "Single Residential" with a density of 1:600.**
- (d) **That the applicant be requested to submit a revised subdivision layout to consist of four (4) Portions and Remainder in accordance with the suggested density of 1 dwelling per 600m² to the satisfaction of the General Manager: Engineering and Planning Services before submission of the application to the Urban and Regional Planning Board.**
- (e) **That the rezoning of Erf 366, Myl 4, Extension 1 from "General Residential 1" with a density of 1:250 to "Single Residential" with a density of 1:600 is not subject to a compensation fee.**

- (f) That the subdivision of Erf 366, Myl 4, Extension 1 be subject to a 7.5% subject to a compensation fee with respect to endowment calculated according to Section 9 (b) of Regulations relating to the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) in conjunction with the Swakopmund Municipality Property Policy, be paid in full by the applicant (owner) before submission of any business registration application, building line relaxation application and/or building plans submission to the Engineering and Planning Services Department for approval.
 - (g) That if there be a need for upgrading the municipal services, it be for the account of the applicant, and it must be designed to the satisfaction of the General Manager: Engineering and Planning Services.
 - (h) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve; shall be tolerated,
 - (i) That no access will be obtained from Dr Schwietering Street.
 - (j) That the applicant provide proof that the subdivision and rezoning has been approved by the Minister and promulgated and provide approved erf diagrams from the Surveyor General's Office before any business registration and/or submission of building plans to the Engineering and Planning Services Department for approval.
 - (k) That the applicant provides proof that the subdivision has been approved by the Minister and provides approved erven diagrams from the Surveyor General's Office before any business registration application, building line relaxation application, and/or building plans submission to the Engineering and Planning Services Department for approval.
 - (l) That the title deed conditions registered against Erf 366, Myl 4 Extension 1 be retained for the newly created 7 Portions and Remainder Erf 366, Myl 4 Extension 1 as follows:
 - (i) *The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018);*
 - (ii) *The building value of the main building, excluding the outbuilding to be erected on the erf, shall be at least four times the municipal valuation of the erf.*
-

ANNEXURE A


19-03-09-366

M4 E 366

24

APPLICATION FOR REZONING OF ERF 366, MYL 4, EXTENSION 4			
FORM 1			
CHECKLIST FOR TOWN PLANNING APPLICATIONS			
Please submit the application and supporting documents in the sequence indicated below:			
NO.	REQUIRED DOCUMENT	ANNEXURE	ATTACHED (YES or NO or N/A)
1.	Full Application with motivation by Consultant including the prescribed Urban and Regional Planning Board Form.	ANNEXURE A	YES
2.	A. Locality and Detailed Plans (Illustrating the whole boundary of the Local Authority area under which the application is made)	ANNEXURE B	YES
	B. Existing Zoning Plan		YES
	C. Subdivision and Intended Zoning Plan		YES
	Conditions to be Registered (if applicable – this is mandatory for all subdivision applications)		YES
3.	Special Power of Attorney including Revenue Stamps with relevant initials	ANNEXURE C	YES
4.	Copy of Title Deed, Deed of Transfer or Certificate of Registered Title	ANNEXURE D	YES
5.	Company Founding Statement	ANNEXURE E	YES



NTRP	
!Nora Town and Regional Planners	
<p>Reg. No. CC/2022/07092 P.O. Box 6945, Ausspannplatz, Windhoek, Namibia 30, Aschenborn, Pionierspark, Windhoek, Namibia Tel: +26461 402 949 • Fax: 264 61 88 614 373 Cell: +264 814921170 - Email: noratrp@gmail.com</p>	

NTRP Ref: 366/Myl4/Swakopmund
Enquiries: N. Naruses

15 October 2024

The Chief Executive Officer
Swakopmund Municipality
P. O. Box 13001
Swakopmund,
NAMIBIA



cc: Town Planning Officer

Dear CEO

- 1) **SUBDIVISION OF SUBDIVISION OF ERF 366, MYL 4, EXTENSION 1 INTO 7 PORTIONS AND THE REMAINDER,**
- 2) **SUBSEQUENT REZONING OF THE NEWLY CREATED PORTIONS FROM 'GENERAL RESIDENTIAL' WITH A DENSITY ZONING OF 1:250m² TO 'SINGLE RESIDENTIAL' WITH A DENSITY OF 1:300m².**
- 3) **CONSENT TO PROCEED WITH THE DEVELOPMENT WHILE THE REZONING IS BEING PROCESSED.**

1. INTRODUCTION

!Nora Town and Regional Planners (NTRP) has been appointed by **Ocean Culture Investments CC**, the registered owner of Erf 366, Myl 4, Extension 1 to submit an application to the Swakopmund Municipality for the subdivision and rezoning of their erf. See attached Deed of Transfer No. 3771/2024.

The !Nora Town and Regional Planners is hereby applying in accordance with Section 105 (a)(e) of the Urban and Regional Planning Act, Act No. 5 of 2018 for the following statutory processes:

- i. **Subdivision of Subdivision of Erf 366, Myl 4, Extension 1 into less than ten single residential erven.**
- ii. **Subsequent rezoning of the newly created portions from 'General Residential' with a density zoning of 1:250m² to 'Single Residential' with a density of 1:300m²**
- iii. **Consent to proceed with the development while the rezoning is being processed.**

2. ERF INFORMATION

Erf 366, Myl 4, Extension 1 is located in Swakopmund in a predominantly residential area situated approximately 4 kilometers north of the town's central business district. The suburb features a diverse range of land uses, including permanent residential housing, holiday accommodations, and limited commercial facilities, such as convenience stores and restaurants. The area is well-connected to the CBD and offers a quiet, low-density living environment, making it suitable for residential development and supporting tourism-related activities. The subject erf measures approximately 3 406 m² in extent. The property is currently vacant. According to the Swakopmund Zoning Scheme, Erf 366, Myl 4, Extension 1 is zoned 'General Residential' with a density of 1:250.

The topography of Mile 4 in Swakopmund is generally flat to gently sloping, with an elevation that gradually rises from the coastline towards the inland areas. The terrain is characterized by sandy soils typical of coastal regions, with sparse vegetation mainly consisting of low-lying shrubs and grasses adapted to the arid climate. There are no significant elevation changes or steep slopes, making the area suitable for various types of development, including residential, commercial, and recreational uses. The inset below shows the locality Erf 366, Myl 4, Extension 1.

will facilitate the issuance of freehold land tenure titles for each individual erf, promoting ownership and enabling more flexible and sustainable residential development within the area. The intent is to optimize the land use by adapting the zoning to better align with the demand for single residential housing, while maintaining the neighbourhood's character and enhancing its residential appeal.

3.2 Future access and parking provision

Erf 366, Myl 4, Extension 1 will continue gaining access from the existing street network which has enough capacity to accommodate the proposed development of as a result of the subdivision and rezoning.

3.3 Future Infrastructure

The existing services are expected to be adequate to accommodate the proposed development. Any additional sewer, water or electricity requirements or cost arising from the submission of this application will be borne by the applicant. All other storm water conditions, if any, will be met in accordance.

4. MOTIVATION

The proposed subdivision of Erf 366, Myl 4, Extension 1 into 7 portions and the remainder, followed by the rezoning of these erven from 'General Residential' with a density of 1:250m² to 'Single Residential' with a density of 1:300m², is aimed at addressing the demand for more manageable and individually owned residential properties. Single residential zoning is preferred over general residential due to the complexities and challenges associated with communal living in body corporates, such as shared maintenance responsibilities, management disputes, and limited autonomy in property use. Single residential erven offer residents greater privacy, ownership control, and a more traditional family living environment, which aligns better with the community's preferences. This development will promote sustainable land use and contribute to the orderly growth of the suburb while enhancing property value and resident satisfaction by providing secure freehold land tenure for each individual erf.

4.1 Need

There is a significant need for single residential erven in the Myl 4 area due to the increasing

demand for properties that offer individual ownership and autonomy. The current availability of general residential properties, which are often associated with high-density living arrangements such as flats and apartment complexes, does not meet the preferences of many prospective homeowners seeking more space, privacy, and control over their properties. This need is further emphasized by the challenges faced in communal living environments, including the complexities of managing body corporates and shared spaces. By providing single residential erven, this development will cater to the demand for housing options that are more suited to family living and long-term residency.

4.2 Desirability

The desirability of single residential properties in this area is reinforced by the suburban character and tranquil environment of Myl 4, which is ideal for family-oriented living. The proposed rezoning and subdivision will enhance the area's residential appeal, offering properties that align with the lifestyle aspirations of potential buyers. Additionally, the provision of freehold land tenure will attract investors and homeowners looking for secure and individually owned properties, free from the constraints and management complexities of sectional title schemes. The development will not only increase the availability of desirable housing options but will also contribute to the aesthetic and functional growth of the neighbourhood, supporting a cohesive community environment.

4.3 Swakopmund Zoning Scheme

According to the Swakopmund Zoning Scheme, the area is demarcated for single residential erven with a density of 1:600m². However, the proposed density of 1:300m² is sought to better accommodate the growing demand for single-family housing while still adhering to the suburban character of the locality. This request is motivated by the need for a balanced approach that allows for slightly higher density without compromising the quality of living or the overall aesthetics of the neighbourhood. By permitting a density of 1:300m², the development can provide more viable and practical housing options for families while still maintaining adequate open space and community amenities. This adjustment aligns with the strategic objectives of the zoning scheme to foster sustainable urban growth and meet the evolving needs of the Swakopmund community.

I trust that you will consider this application favourably. Should you need additional information or would like to discuss the proposal, please contact our office at one of the above numbers.

Yours Truly,



.....

**NARIKUTUKE NARUSES
TOWN AND REGIONAL PLANNER**



SPECIAL POWER OF ATTORNEY

I/we, the undersigned

Mr Lewis Naudamwa Kapoti

in my/our capacity as member/s of Ocean Culture Investments CC (CC/2022/04904) the registered owner of Erf 366, Myl 4 (Extension 1)

do hereby nominate, constitute and appoint,

!Nora Town and Regional Planners cc
P.O. Box 6945,
Ausspannplatz

with power of substitution, to be my lawful Attorney and Agent in my name, place and stead, to make the necessary application to the Municipal Council of Swakopmund, Urban and Regional Planning Board, Ministry of Urban and Rural Development for the;

- Subdivision of Subdivision of Erf 366, Myl 4, Extension 1 into less than ten single residential erven.
• Subsequent rezoning of the newly created portions from 'General Residential' with a density zoning of 1:250m² to 'Single Residential' with a density of 1:300m² to secure freehold land tenure titles on individual erven.
• Facilitate any other activity required to obtain town planning and statutory approval.

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

Signed at Windhoek this 26th day of September 2024 in the presence of the undersigned witnesses.

[Signature]

SUBSCRIBER

AS WITNESSES

1. [Signature]

2. [Signature]

NAME OF CORPORATION OCEAN CULTURE INVESTMENTS CC

REGISTRATION NUMBER

PART C

MEMBERS ONE (1)

Full names and surname LEWIS KAVAAMWA KAPOFI

Identity number or date of birth (i) Year Month Day 8 2 0 3 0 5 1 0 0 1 7
Registration number (ii)

Percentage of interest 100% Particulars of contribution N\$ 1000
Residential address ERF 796 HENTIES STREET, KLEINE KUPPE, WINDHOEK, NAMIBIA

Postal address P. O. BOX 80511 OLYMPIA, NAMIBIA

Email address: lewiskapofi@gmail.com

Signature of member or representative

Full names and surname

Identity number or date of birth (i) Year Month Day
Registration number (ii)

Percentage of interest Particulars of contribution
Residential address

Postal address

Email address:

Signature of member or representative

Witness Signature Date of signature 13 JUNE 2022

Full names LYDIA CORNELIA DE WAAL

Residential address NO 5 KLEINE PALACE STREET, KLEINE KUPPE, WINDHOEK

Business address NO 7 NEWTON STREET, WINDHOEK

Postal address P O BOX 2607, WINDHOEK

Email address: lcdewaal@condam.com.na

4.86.5.7.11.1.3.1

DEED OF TRANSFER NO.

T 3771 / 202

ERF NO. 366 MYL 4 (EXT 1)

Conradie Incorporated
Legal Practitioners & Conveyancers
P.O. Box 2607
Windhoek, Namibia
Tel: (061) 224415

Handwritten signature
JANNEYA SCHEE
STOLZE R 11

REGISTRATION NO. 2165 / 2023
REGISTERED VALUE 2 313 000.00
DATE 21/11/2023
BY [Signature]

DEED OF TRANSFER

T 3771 / 2024

BE IT HEREBY MADE KNOWN:

THAT HELMUT DEVILLIERS STOLZE AND/OR PHILIPPUS JACOBUS SWANEPOEL
appeared before me, Registrar of Deeds, at Windhoek he, the said appearer, being duly authorised
thereto by a Power of Attorney granted to him by

MUNICIPAL COUNCIL OF SWAKOPMUND

dated the 1ST day of NOVEMBER 2023 and signed at SWAKOPMUND

Handwritten initials: I, W, N, H, B

AND the said appraiser declared that his said Principal had truly and lawfully sold on
20TH JANUARY 2023

AND that he in his capacity aforesaid, did, by these presents, cede and transfer, in full and free
property, to and on behalf of

OCEAN CULTURE INVESTMENTS CC
REGISTRATION NUMBER CC/2022/04904

Its Successors-in-Title or Assigns,

CERTAIN ERF NO. 366 MYL 4
(EXTENSION NO. 1)

SITUATE IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION

MEASURING 3406 (THREE FOUR NIL SIX) SQUARE METERS

~~AND~~ HELD BY CERTIFICATE OF CONSOLIDATED TITLE NO T 3598/2017 WITH
GENERAL PLAN S.G. No A 1385/2015 RELATING THERETO

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

IN FAVOUR OF THE LOCAL AUTHORITY

- a) The erf must only be used or occupied for purposes which are in accordance
with, and the use or occupation of the erf shall at all times be subject to, the provisions
of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and
Regional Planning Act, 2018 (Act No 5 of 2018).
- b) The building value of the main building, excluding the outbuilding to be erected
on the erf shall be at least four times the prevailing valuation of the erf.

WHEREFORE the appearer renouncing all the rights and title which the TRANSFEROR heretofore had to the premises, did in consequence also acknowledge it to be entirely dispossessed of, and disentitled to the same and that, by virtue of these presents the said TRANSFEREE

Its Successors-in-Title or Assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State, however, reserving its rights; and finally, acknowledging that the purchase price is the sum of N\$ 2 300 000 00

SIGNED at WINDHOEK, on 2024-07-11
together with the appearer, and confirmed with my seal office.



SIGNATURE OF APPEARER

In my presence:



LIST OF REGISTERED ITEMS POSTED



by Name, Town & Registered Postmark for E-1 366 MytA

Sender's reference no.	Addressee's name and address	Registration no.
E-1 366 Single Article Saskatoon	[Handwritten address]	[Barcode] BA 002 873 139 NA
E-1 366 Single Article Saskatoon	[Handwritten address]	[Barcode] BA 002 873 125 NA
E-1 366 Single Article Saskatoon	[Handwritten address]	[Barcode] BA 002 873 111 NA
E-1 366 Single Article Saskatoon	[Handwritten address]	[Barcode] BA 002 873 108 NA
E-1 366 Single Article Saskatoon	[Handwritten address]	[Barcode] BA 002 873 099 NA
E-1 366 Single Article Saskatoon	[Handwritten address]	[Barcode] BA 002 873 085 NA
E-1 366 Single Article Saskatoon	[Handwritten address]	[Barcode] BA 002 873 071 NA

Number of items _____ Received by _____ Date-stamp _____

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

Herewith we are submitting proof of Public Notification in adherence to Section 107 and Regulations 10-12 of the Urban and Regional Planning Act, 2018.

2. Public Notification

The rezoning and subdivision application for Erf 366, Myl 4, Extension 1 was advertised in accordance with statutory requirements through the following channels:

1. Newspaper Publications

- o Notices were published in the *Namibian Sun* and *Republikein* newspapers on 11 and 18 November 2024.
- o Additional notices were published in the *Namib Times* on 08 and 15 August 2024.

2. Government Gazette

- o A notice regarding the rezoning was published in the Government Gazette on 15 November 2024.

3. Physical Notices

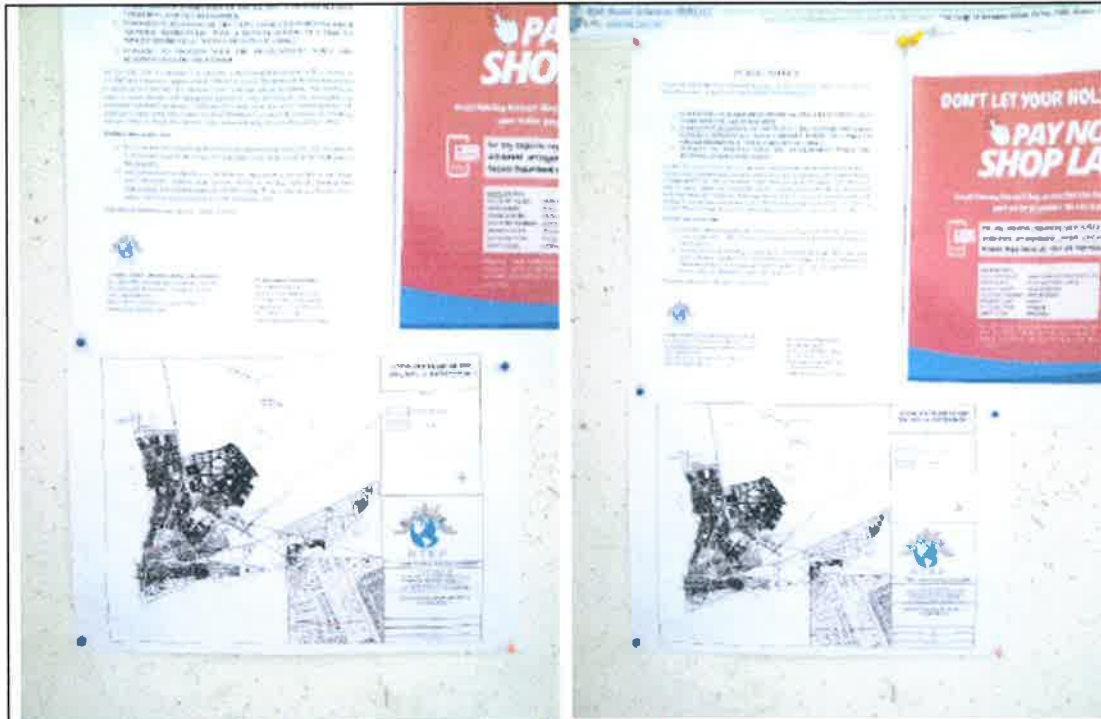
- o A notice was placed on the site of Erf 366, Myl 4, Extension 1 and on the notice board of the Municipality of Swakopmund to inform the public of the intended rezoning. Please see attached images.

4. Notices to Adjacent Property Owners

- o Personal particulars of the adjacent erf owners were obtained from the Swakopmund Municipality. Notices were served to all adjacent property owners via email and registered mail. Proof of delivery is attached.
- Notices were sent to owners of Erven 365, 367, 5079, 5078, 5076 and 5075 in Myl 4, Extension 1.
- No objections were received during the 21-day objection period. However, one resident submitted a written comment indicating that they were "not objecting."

3. Conclusion

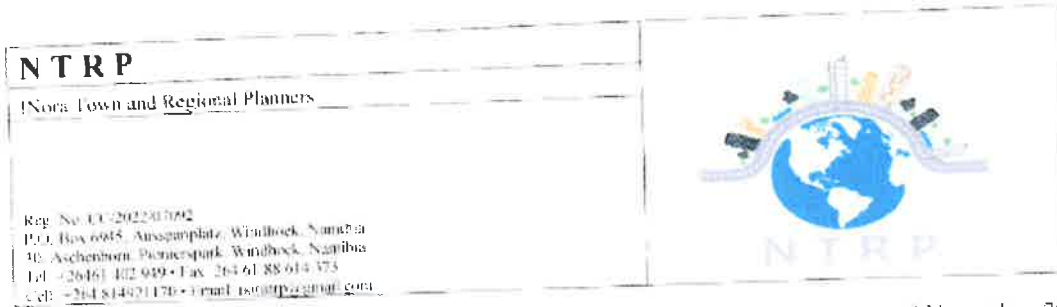
In conclusion, the rezoning and subdivision of Erf 366, Myl 4, Extension 1 warrants thoughtful consideration from the municipal council. As it is essential to recognize the evolving needs and dynamics of the community. By carefully evaluating the potential benefits of the rezoning, such as stimulating economic growth, meeting the demand for essential services, and enhancing community vibrancy, the council can make informed decisions that align with the long-term interests of residents and stakeholders. Moreover, this flexibility in zoning can pave the way for innovative and sustainable development strategies that adapt to changing circumstances while fostering a resilient and inclusive urban landscape. Therefore, the council is urged to deliberate thoughtfully on this matter and explore



Notice on Swakopmund Municipality Notice board



Notice on site (Erf 366, Myl 4, Ext. 1.) Swakopmund



Date: 08 November 2024

NTRP Ref: 366/My1 4
Enq: N. Naruses
Tel: 061 - 290 2042

ADJACENT NEIGHBOURS OWNERS OF ERF 366, MYL 4, EXTENSION 1

Dear Sir/Madam

NOTICE OF INTENTION TO APPLY FOR SUBDIVISION AND REZONING

Please take note that **Nora Town and Regional Planners** intends to apply to Swakopmund Municipality and Urban and Regional Planning Board (Ministry of Urban and Rural Development) for the:

- **SUBDIVISION OF SUBDIVISION OF ERF 366, MYL 4, EXTENSION 1 INTO 7 PORTIONS AND THE REMAINDER,**
- **SUBSEQUENT REZONING OF THE NEWLY CREATED PORTIONS FROM 'GENERAL RESIDENTIAL' WITH A DENSITY ZONING OF 1:250m2 TO 'SINGLE RESIDENTIAL' WITH A DENSITY OF 1:300m2.**
- **CONSENT TO PROCEED WITH THE DEVELOPMENT WHILE THE REZONING IS BEING PROCESSED.**

Further take notice that:

- (a) For more enquiries regarding the subdivision and rezoning of Erf 366, Myl 4 Extension 1, the locality map of the erf lies for inspection on the notice board at the Swakopmund Municipality.
- (b) Any person having objecting to the proposed application as set out above may lodge such objections together with grounds thereof in writing, with the Swakopmund Municipality and with the applicant (NTRP), within 21 days after the application of this notice, which is scheduled to end on 09, December 2024.

However, should you have any queries, please do not hesitate to contact noratrp@gmail.com

PROOF OF RECEIPT OF THE NOTICE	
ERF NUMBER:	366
TOWNSHIP/AREA:	Ext 1
NAME:	Stefc Trust
SIGNATURE:	<i>[Signature]</i>
DATE:	3 Dec 2024

[Handwritten signature]

NOTICES & VACANCIES

VACANCIES

Private School Swakopmund

is offering the following positions as of January 2025

**PHYSICS AND CHEMISTRY IGCE TEACHER
HIGH SCHOOL PHASE HEAD (Grade 8-13)**

Interested candidates are invited to follow the link below for full details of the vacancies: <https://www.pss.com.na/afst/afstvacancies/buyk/Buykopen>

Closing date for applications: 05 November 2024

Please note that only shortlisted candidates will be contacted.
PO Box 4053, Windhoek, Tel: 064 463180, E-Mail: vacancies@pss.com.na

VACANCY: EXECUTIVE DIRECTOR

THE COMPANY:
The Walvis Bay Child & Family Centre, known as Sunshine Centre for Centre for Differently Able Children, Youth and Adults, making them physically disabled for intellectual and/or physical/handicapped persons. The Centre has been in operation since 1976 and is administered by an independent Board of Directors. The Centre has a day care programme and a staff complement of 57 staff members (some employed staff members and some volunteers) who work at the Centre in the provision of services under the supervision of the Executive Director.

The post of the Executive Director has become vacant recently, therefore the Board of Directors is now seeking for a dynamic individual to lead and direct our day care centre and to work in close with the EXECUTIVE DIRECTOR. We have a current Financial Plan in place for 2025 and we strive to be a Place of hope and Strength for people with special needs and their families.

THE POSITION:
The successful candidate will lead a coordinated approach to the management of all services from the Centre and ensure an integrated approach in the delivery of all services. He/she will be required to work closely with the Centre staff and volunteer in relation to projects for the Social Care Division quality assurance, coordination of voluntary sector equity and welfare evaluation.

FUNCTIONS:
To manage the services provided for people with special needs;
To ensure equitable distribution of available resources and equity of access to quality services;
Working with stakeholders to identify service requirements and play a significant role in strategic planning and initiating change;
To oversee the development and delivery of projects to benefit for persons with special needs;
To ensure effective oversight and management of resources and budgets associated with the role;
To ensure strategic planning for services delivery, person centered and value for money initiatives and configuration of existing services to deliver person centered care.

REQUIREMENTS:
Minimum requirements you must have:
BA Degree in Business Administration and/or Social Sciences.

THE FOLLOWING CRITERIA WILL BE USED TO ASSESS FOR SUITABILITY FOR THE POSITION:
The applicant's knowledge and ability (including high standards of integrity and management ability) for the proper discharge of the duties of the office;
Experience of working in the social care and/or other care services to the role;
Significant operational experience in the management of volunteer services that has involved managing staff and budgets;
Experience of delivering change in complex environment as relevant to the role;
Experience of strategic and/or a collaborative way with multiple internal and external stakeholders, as relevant to the role;
Experience in team management and development and in motivating change.

CHARACTER:
Each candidate for and any person holding the office must be of good character, interested persons, who are suitably qualified, are Namibian Citizens of their Permanent Residence, may apply in confidence by forwarding their CV to:

The Chairperson, Walvis Bay Child & Family Centre, PO Box 4841, Walvis Bay.

MUNICIPALITY OF WALVIS BAY

Notice is hereby given in terms of section 63(2)(b) of the Local Authorities Act, 1992 (Act 25 of 1992), that the Municipality of Walvis Bay intends to lease, by private transaction a Portion of Farm 38 to King Charcoal Namibia (Pty) Ltd.

Description:
a Portion of Farm 38

Area (m ²)	Purchase Amount Excluding 15% VAT
33 000	N\$ 35 310,00

Full particulars pertaining to the lease will be for inspection by interested persons until **Tuesday, 19 November 2024** at room 29, Municipal Offices, Kuisebmond.

For more information Mrs Marinda Keis can be contacted at telephone (064) 2013232 during office hours.

Any person objecting to the proposed sale, may in writing lodge an objection together with the grounds thereon to the Manager, Planning and Property at the above address to Private Bag 5017, Walvis Bay before or on **Friday, 22 November 2024** at 12:00.

Jack Manale
Manager: Housing and Properties
Tel: (064) 201 3338
Email: jackmanale@walvisbaycc.org.na

NOTICE OF THE CONSENT APPLICATION IN TERMS OF THE WALVIS BAY TOWN PLANNING SCHEME

CONSENT: Sunny Steps Daycare & Pre-Primary ON ERF NO: 7130 TOWNSHIP (AREA): Kuisebmond STREET NAME & NO: Khomasaschland Street

In terms of the Walvis Bay Town Planning Scheme, notice is hereby given that I/we, the undersigned, have applied to the Municipality of Walvis Bay for permission to erect/establish on the site also known as Sunny Steps Daycare & Pre-Primary

Plans may be inspected or particulars of this application may be obtained at Town Planning, First Floor, Room 101 & 105, Civic Centre.

Any person having any objection to the approval of this application, must lodge such objection, together with grounds thereof, with the General Manager, Roads and Building Control, (Town Planning), Private Bag 5017, Walvis Bay and the applicant, in writing, not later than **22 November 2024**.

NAME OF APPLICANT: Tunelago Kandjila
POSTAL ADDRESS: PO Box 3148, Walvis Bay
EMAIL ADDRESS: sunnysteps74@gmail.com

NOTICE

Industrial and Mining Services herewith intends to apply to the Swakopmund Municipal Council for the "Resident Occupation Special Consent", to operate an "administrative office" on the premises of Erf 5075, Swakopmund Extension 29 (Southern Street) in accordance with the provisions of Clause 6 of the Swakopmund Zoning Scheme. Details of which are obtainable from the General Manager, Engineering & Planning Services.

Any person having any objection against such application should lodge such objection in writing and within 14 days of the last publication to the applicant and the Swakopmund Municipality, during normal business hours.

Closing date for objections or comments is: **29th November 2024**

Contact Person: Mr P van Eck, Cell: 081 272 2582 or Mr J. Heils (Manager: Town Planning) Tel: +264 (64) 410 4403

PUBLIC NOTICE

Please take notice that I/we, Town and Regional has been appointed by the owner of Erf 346, Mx1 4 Extension 1 to apply to the Municipality of Swakopmund for:

- Subdivision of Subdivision of Erf 346, Mx1 4, Extension 1 into 7 Portions and the Remainder;
- Subsequent Rezoning of the Newly Created Portions From "General Residential" with a Density Zoning of 1:1250m² to "Single Residential" with a Density of 1:1300m²;
- Consent to Proceed with the Development while the Rezoning is being Processed.

Erf Erf 346, Mx1 4 Extension 1 is a residential zoned (General Residential) with a density of 1:250m² and it covers approximately 1400 m² in extent. The proposed development is to subdivide Erf 346, Mx1 4, Extension 1 into 7 portions and the remainder. This subdivision aims to create distinct and manageable parcels of land allowing for the development of individual (residential) properties. Following the subdivision, the newly created portions will undergo rezoning from their current General Residential zoning to the density of 1:1250m² and 1:1300m² to Single Residential with a density of 1:1300m² for 7 dwelling units per 1000m².

Further take notice that:

- For more information regarding the subdivision and rezoning of Erf 346, Mx1 4 Extension 1, the locality map of the sites for inspection on the office located at the Swakopmund Municipality;
- Any person having objection to the proposed application as set out above may lodge such objections together with grounds thereof in writing, with the Swakopmund Municipality and with the applicant (NHW) within 21 days after the application of this notice, which is hereby lodged on **7 December 2024**. For further information and queries, kindly contact:

NOTICE OF THE CONSENT APPLICATION IN TERMS OF THE WALVIS BAY TOWN PLANNING SCHEME

CONSENT: Home based office (Cash Loan) ON ERF NO: 3006 TOWNSHIP (AREA): Kuisebmond STREET NAME & NO: Samual Manutoro Street

In terms of the Walvis Bay Town Planning Scheme, notice is hereby given that I/we, the undersigned, have applied to the Municipality of Walvis Bay for permission to erect/establish on the site also known as Home based Office (Cash Loan)

Plans may be inspected or particulars of this application may be obtained at Town Planning, First Floor, Room 101 & 105, Civic Centre.

Any person having any objection to the approval of this application, must lodge such objection, together with grounds thereof, with the General Manager, Roads and Building Control, (Town Planning), Private Bag 5017, Walvis Bay and the applicant, in writing, not later than **22 November 2024**.

NAME OF APPLICANT: Danni Rinnato Danke Gogwees
POSTAL ADDRESS: PO Box 2319, Walvis Bay
EMAIL ADDRESS: gogweesdanni@gmail.com

NOTICE OF THE CONSENT APPLICATION IN TERMS OF THE WALVIS BAY TOWN PLANNING SCHEME

CONSENT: Accommodation Establishment (Self Catering Unit) ON ERF NO: 4281 Unit 18 TOWNSHIP (AREA): Fairway STREET NAME & NO: Orwandi Street, Getacmere Complex Unit 18.

In terms of the Walvis Bay Town Planning Scheme, notice is hereby given that I/we, the undersigned, have applied to the Municipality of Walvis Bay for permission to erect/establish on the site also known as Accommodation Establishment (Self Catering Unit).

Plans may be inspected or particulars of this application may be obtained at Town Planning, First Floor, Rooms 101 & 105, Civic Centre.

Any person having any objection to the approval of this application, must lodge such objection, together with grounds thereof, with the General Manager, Roads and Building Control, (Town Planning), Private Bag 5017, Walvis Bay and the applicant, in writing, not later than **29 November 2024**.

Town and Regional Planners
PO Box 4945, Swakopmund
M. A. G. van der Merwe, Director of Town and Regional Planning

Swakopmund Municipality
M. J. van der Merwe, Senior Town Planning Officer
PO Box 1302, Swakopmund

NOTICE OF THE CONSENT APPLICATION IN TERMS OF THE WALVIS BAY TOWN PLANNING SCHEME

CONSENT: Home based office (Cash Loan) ON ERF NO: 3006 TOWNSHIP (AREA): Kuisebmond STREET NAME & NO: Samual Manutoro Street


In terms of the Walvis Bay Town Planning Scheme, notice is hereby given that I/we, the undersigned, have applied to the Municipality of Walvis Bay for permission to erect/establish on the site also known as Home based Office (Cash Loan)

Plans may be inspected or particulars of this application may be obtained at Town Planning, First Floor, Room 101 & 105, Civic Centre.

Any person having any objection to the approval of this application, must lodge such objection, together with grounds thereof, with the General Manager, Roads and Building Control, (Town Planning), Private Bag 5017, Walvis Bay and the applicant, in writing, not later than **22 November 2024**.

VACANCIES & NOTICES

MARINE ELECTRONICS, POWER SOLUTIONS, NAVIGATION SYSTEMS, COMMUNICATION SOLUTIONS



RADIO ELECTRONIC (PTY) Ltd has a vacant position for a **Warehouse Assistant** (Walvis Bay based)

Supporting the daily operations of the warehouse, ensuring that goods are efficiently received, stored, organized and dispatched

The ideal candidate will be responsible for:

- Receiving and inspecting deliveries
- Checking incoming goods for accuracy and reporting for any damages
- Organizing and placing goods in designated locations to maintain order and accessibility within the warehouse
- Preparing and packing items based on order lists for shipment or delivery
- Inventory management and keeping accurate stock records, often through data entry and barcode scanning
- Maintaining cleanliness and safety, ensuring that the warehouse is organized and that safety guidelines are followed
- Assisting sales, technical and administration personnel where required or requested
- Assist with stock taking
- Present work experience in this field will be an advantage

If you have the above skills, we are looking forward to offering an exciting work environment and are eager to welcome you to our dynamic team!

Please email your CV and motivational letter with salary expectations to the manager:

info@re.com.na

Closing date: 31 November 2024
Only shortlisted candidates will be contacted.

PUBLIC NOTICE

Please take notice that (New Town and Regional) has been appointed by the owner of Erf 106, Myl 4 Extension 1 to apply to the Municipality of Swakopmund for:

1. Subdivision of Subdivision of Erf 106, Myl 4 Extension 1 into 7 Portions and the Remainder.
2. Subsequent Rezoning of the Newly Created Portions From 'General Residential' with a Density Zoning of 1:250m² To 'Single Residential' with a Density of 1:100m².
3. Consent to Proceed with the Development while the Rezoning is being Processed.

Erf 106, Myl 4 Extension 1 is currently zoned General Residential with a density of 1:250m² and a maximum development area of 1400 m². The proposed development entails to subdivide Erf 106, Myl 4 Extension 1 into 7 portions and the remainder. This subdivision aims to create 7 individual residential parcels of land, allowing for the development of individual residential properties. Following the subdivision, the newly created portions will undergo rezoning from their current General Residential zoning with a density of 1:250m² to Single Residential with a reduced density of 1:100m² zoning category.

For further information that:

- 1) Further enquiries regarding the subdivision and rezoning of Erf 106, Myl 4 Extension 1, the locality map of the erf has for steps below the notice board at the New Ground Municipality.
- 2) Any person having objection to the proposed application as set out above may lodge such objection together with grounds thereof in writing to the Swakopmund Municipality and with the applicant (NTRP) within 21 days after the application of this notice, which shall be dated on 11 December 2024.

For further information and queries, kindly contact:

	New Town and Regional Planners P.O. Box 1041 Aasvoorn St. Antonies, Windhoek Cell: +264 81 243433 Tel: +264 81 243440 Fax: +264 81 811111 Windhoek, Namibia Email: info@ntr.com.na	Swakopmund Municipality Municipal Engineer Service and Planning Office P.O. Box 11007 Department House Eemweg Tel: +264 14 241111 Swakopmund Email: planning@swakopmund.com.na
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VACANCY:

Assistant Chef Vacancy

Goederting Restaurant - Walvis Bay is looking for an assistant chef to help in our busy kitchen. Someone who will prepare, organize and arrange the food and their section.

Duties include: Preparing, cleaning kitchen, monitor food stock, cleaning, preparing certain dishes, such as salads, dressings and some light pastas.

The ideal candidate should have the following attributes:

- Grade 12
- Minimum 6 months of chef's qualification or 2 years' experience working in a hotel or restaurant kitchen
- Good command of English, both spoken and written
- Good basic math skills

Company and employment expectations:

- Full-time position
- 24 hours contact to call in
- Restaurant is based in Walvis Bay - the ideal candidate should be a main residence in Walvis Bay or be willing to relocate at own cost
- Market related salary and benefits
- Young and vibrant

Please email a short CV, motivating cover letter and copy of ID and police clearance to info@goederting.com.na

MUNICIPALITY OF WALVIS BAY

Notice is hereby given in terms of section 67(2)(b) of the Local Authorities Act, 1995 (Act 123/1995), that the Municipality of Walvis Bay intend to lease, by private transaction a Portion of Farm 38 to King Charcoal Namibia (Pty) Ltd.

Description:
a Portion of Farm 38

Area/Size:
3100m²

Parcels Amount/ Enclosure/Size/VAL No:
35/110/01

All information pertaining to the land will be for inspection by interested persons until **Thursday, 19 November 2024** at room 219, Municipal Offices, Swakopmund.

Anyone interested in Mrs. Merinda Jelen can be contacted at telephone (064) 2011212 during office hours.

Any person objecting to the proposed sale, may file a written objection together with the grounds of objection in the office of the Manager, Housing and Properties at the above address to **Friday, 15 November 2024** at 12:00.

Jack Marais
Manager, Housing and Properties
Tel: (064) 201 1118
Email: jackmarais@wabis.gov.na

VACANCY:

Bar attendant vacancy

Goederting Restaurant - Walvis Bay is looking for a full-time bar attendant to work in our busy bar.

Position description:

To prepare all beverages ordered during service in a timely manner and according to company standards and recipes.

To prepare you section for service by making sure your section is clean, well stocked and all equipment is in good order and running correctly.

Company and employment expectations:

- Full-time position
- 3 - 6 months of school to start
- Restaurant is based in Walvis Bay - the ideal candidate should either reside in Walvis Bay or be willing to relocate at own cost
- Market related salary and benefits
- Young and vibrant

Please email a short CV, motivating cover letter, copy of ID and police clearance to info@goederting.com.na

EMBWINDA

Quality Control Officer in Walvis Bay

We are seeking a detail and motivated professional with a passion for Food Safety and Quality Control to be part of a cross-functional team in order to achieve effective food safety & quality in all the production processes.

General Scope of Duties

- Ensure that factory inspections and monitoring are done correctly and ensure compliance with the food safety and HACCP policies of the company, as well as according to the regulatory requirements.
- Communicate daily with QS in a structured way and receive operational or employment contributions.
- Ensure that proper reporting is conducted on a daily, weekly and monthly basis to the QS.
- Ensure to give daily and urgent feedback to the QS.
- Ensure that problems occur at all times, being guided by the required standards and conformances. Monitor the processes to ensure proper processing is happening at all times.
- Compile daily, weekly and monthly monitoring reports for the Quality Manager.

Minimum Requirements


- Bachelor's degree in Fisheries and Aquatic Sciences or a Bachelor's degree in Food Science and Technology (or equivalent qualification)
- Must have at least 2 years' experience as a Quality Controller in the food processing industry
- Must have good knowledge of HACCP hygiene and good manufacturing practice (GMP)
- Knowledge about ISO (family of standards)
- Must have a good insight into health and safety legislation
- Must work accurately and must be detail-oriented
- Be able to use own initiative and take quick decisions independently
- Must be able to support and co-operate with others
- Must be able to analyse and interpret information
- Must have a calm and systematic planning and organizational skills
- Must be able to work under pressure and be able to adapt to change
- Must be well organized and must have good communication skills
- Must be able to participate and influence and make and network with others
- Computer literate in MS-office
- Must have high verbal and numerical ability
- Must be willing to work overtime when required
- Potentially driver's license
- Potentially Namibian citizen

Benefits

We offer a market related salary and benefit package, including health care coverage and retirement saving plan. Additionally, you will be part of a collaborative and innovative team, contributing to the success and growth of a successful food company in the fishing sector.

Please send your confidential application to info@embwinda.com.na by **not later than 22 November 2024**. Only shortlisted candidates will be notified. No applications will be returned. Your privacy and personal information is always protected.

Embwinda: 064 2721500



WE ARE HIRING

CAREER OPPORTUNITY

At Bokomo Namibia, a joint venture between the Fams Intongo Group (Namibia) and PepsiCo Inc, you get the best of both worlds: an entrepreneur's mindset plus reach and resources through our worldwide network. Bring your unique perspective. Bring joy, passion, and drive. We'll give you a platform to be testing.


Bokomo Namibia has the following vacancies:

- **Head: Safety, Health, Environment and Quality**
- **Manager: Senior Brand**

Please follow the link below for more information:
<https://bokomoinamibia.com.na/careers/>

Closing date: 19 November 2024

Submit Your Application
hr@bokomoinamibia.com.na




Quality Control Officer in Walvis Bay

We are seeking a detail and motivated professional with a passion for Food Safety and Quality Control to be part of a cross-functional team in order to achieve effective food safety & quality in all the production processes.

General Scope of Duties

- Ensure that factory inspections and monitoring are done correctly and ensure compliance with the food safety and HACCP policies of the company, as well as according to the regulatory requirements.
- Communicate daily with QS in a structured way and receive operational or employment contributions.
- Ensure that proper reporting is conducted on a daily, weekly and monthly basis to the QS.
- Ensure to give daily and urgent feedback to the QS.
- Ensure that problems occur at all times, being guided by the required standards and conformances. Monitor the processes to ensure proper processing is happening at all times.
- Compile daily, weekly and monthly monitoring reports for the Quality Manager.

Minimum Requirements

- Bachelor's degree in Fisheries and Aquatic Sciences or a Bachelor's degree in Food Science and Technology (or equivalent qualification)
- Must have at least 2 years' experience as a Quality Controller in the food processing industry
- Must have good knowledge of HACCP hygiene and good manufacturing practice (GMP)
- Knowledge about ISO (family of standards)
- Must have a good insight into health and safety legislation
- Must work accurately and must be detail-oriented
- Be able to use own initiative and take quick decisions independently
- Must be able to support and co-operate with others
- Must be able to analyse and interpret information
- Must have a calm and systematic planning and organizational skills
- Must be able to work under pressure and be able to adapt to change
- Must be well organized and must have good communication skills
- Must be able to participate and influence and make and network with others
- Computer literate in MS-office
- Must have high verbal and numerical ability
- Must be willing to work overtime when required
- Potentially driver's license
- Potentially Namibian citizen

Benefits

We offer a market related salary and benefit package, including health care coverage and retirement saving plan. Additionally, you will be part of a collaborative and innovative team, contributing to the success and growth of a successful food company in the fishing sector.

Please send your confidential application to info@embwinda.com.na by **not later than 22 November 2024**. Only shortlisted candidates will be notified. No applications will be returned. Your privacy and personal information is always protected.

Embwinda: 064 2721500

025 Regional planning Legal Notices

NOTICE This notice that Wiphan Town and Regional Planning... in terms of the Urban and Regional Planning Act, 1995...

WITHDRAWAL OF ALL PREVIOUSLY CREATED SMALL SCALE DIAGRAM AND GENERAL PLANS THAT EXIST AS A RESULT OF PREVIOUSLY OBTAINED STATUTORY APPROVALS...

APPROVAL OF THE LAYOUT PLANS ON FARM NO. 2070, FARM NO. 2071, 2072 AND THE REMAINDER OF PORTION 4 OF THE FARM EPUKIRO RESERVE NO. 320...

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027 Regional planning Legal Notices

IN THE High Court of Namibia, Main Division, Case No. HC-MD-CV-ACT-CON-2024/0367...

NOTICE OF SALE IN EXECUTION OF SALE OF IMMOVABLE PROPERTY...

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028 Regional planning Legal Notices

NOTICE OF APPLICATION TO A MAGISTRATE IN TERMS OF THE LIQUOR ACT, 1995...

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TENDER INVITATION

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH is owned by the Federal Republic of Germany and works worldwide in international cooperation for sustainable development and international education...

- Sustainable Economic Development
Natural Resource Management
Inclusive Urban Development

Considering the above, GIZ is inviting eligible and professional companies to participate in the following tenders:

- Supply and delivery of Electrical Equipment
Supply and delivery of Water Infrastructure Equipment (loc 1&2)

BID MUST BE REQUESTED VIA EMAIL TO: NA_INQUIRY@GIZ.DE Please indicate the bid number as a reference in the email subject when requesting the bid document.

The deadline for submission of Bids is 20th November 2024 at 10:00 a.m. Bids must be hand-delivered to the following address: Procurement Unit, GIZ-Office Namibia, No. 88 John Meinert Street, Windhoek, West.



PUBLIC NOTICE

Date: 04 November 2024

PERMANENT CLOSURE OF PORTIONS 1 AND 6 OF THE REMAINDER OF ERIT 616, SARIRE STREET, ACADÉMIA AS PUBLIC OPEN SPACE

Notice is hereby given in terms of Section 83(3)(a) of the Local Authorities Act, 1992 (Act No. 23 of 1992), as amended, that the Municipal Council of Windhoek proposes to permanently close the aforementioned portions as indicated on the attached plan of closure...

PERMANENT CLOSURE OF PORTION A (1181M) AND PORTION B (1188M) OF THE REMAINDER OF ERIT 616, SARIRE STREET, ACADÉMIA AS PUBLIC OPEN SPACE

The Municipal Council of Windhoek proposes to permanently close the aforementioned portions as indicated on the attached plan of closure...

Interested parties to the proposed closure are to be served on the Secretary, the Urban and Regional Planning Board, Private Bag 59, Windhoek, within 14 days after the appearance of this notice...

Table with 3 columns: Applicant (City of Windhoek), Board (Windhoek Municipality), and Secretary (Urban and Regional Planning Board). Includes contact details for the Secretary.

MONDAY 18 NOVEMBER 2024

Regulating/ingwilo Legal Notices

IN THE High Court of Windhoek... NOTICE OF SALE IN EXECUTION... IN THE High Court of Windhoek... NOTICE OF SALE IN EXECUTION...

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LOSING CONTROL? ALCOHOLIC ANONYMOUS NAMIBIA. Windhoek: 081 379 6366. Swakopmund: 081-243 2649.

Market Watch. Om te adverteer skakel! Klein advertensies. 081 379 6372

STAMPRIET TOWN CARE. DARE TO CARE. 18 NOVEMBER. Market Watch TO ADVERTISE CALL CLASSIFIEDS 081 379 6372



GOVERNMENT GAZETTE
OF THE
REPUBLIC OF NAMIBIA

N\$44.00

WINDHOEK - 15 November 2024

No. 8507

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with the adjacent Erf 1406 and the Remainder of Erf 389, Osona Village Extension 2

The plan of the erf lies for inspection at the Osona Village Property Management Company (OPMC) and on the Town Planning Notice Board at the Municipality of Okahandja, 65 Martin Neib Street, Okahandja.

Any person objecting to the proposed use of the land as set out above may lodge such objection together with the grounds thereof, with the Municipality of Okahandja and with applicant in writing within 14 days of the last publication of this notice (final date for objections 6 December 2024).

Applicant: Plan Africa Consulting CC, Town and Regional Planners
P.O. Box 4114
8 Delius Street Windhoek (West)
Tel: (061) 212096 Cell: 0812716189
Fax to Mail: 06614262 Email: pafrica@mweb.com.na

No. 741

2024

SUBDIVISION OF ERF 366, MYL 4 EXTENSION 1

!Nora Town and Regional Planners has been appointed by the owner of Erf 366, Myl 4 Extension 1 to apply to the Municipality of Swakopmund for:

- Subdivision of Erf 366, Myl 4 Extension 1 into 7 Portions and the remainder,
- Subsequent rezoning of the newly created portions from "general residential" with a density zoning of 1:250m² to 'single residential' with a density of 1:300m²; and
- Consent to proceed with the development while the rezoning is being processed.

Erf 366, Myl 4 Extension 1 is currently zoned general residential with a density of 1:250 and it measures approximately 3406m² in extent. The proposed development intends to subdivide Erf 366, Myl 4, Extension 1 into 7 portions and the remainder. This subdivision aims to create distinct and manageable parcels of land, allowing for the development of individual residential properties.

Following the subdivision, the newly created portions will undergo rezoning from their current "general residential" zoning with a density of 1 dwelling unit per 250m² to "single residential" with a reduced density of 1 dwelling unit per 300m².

Further take notice that –

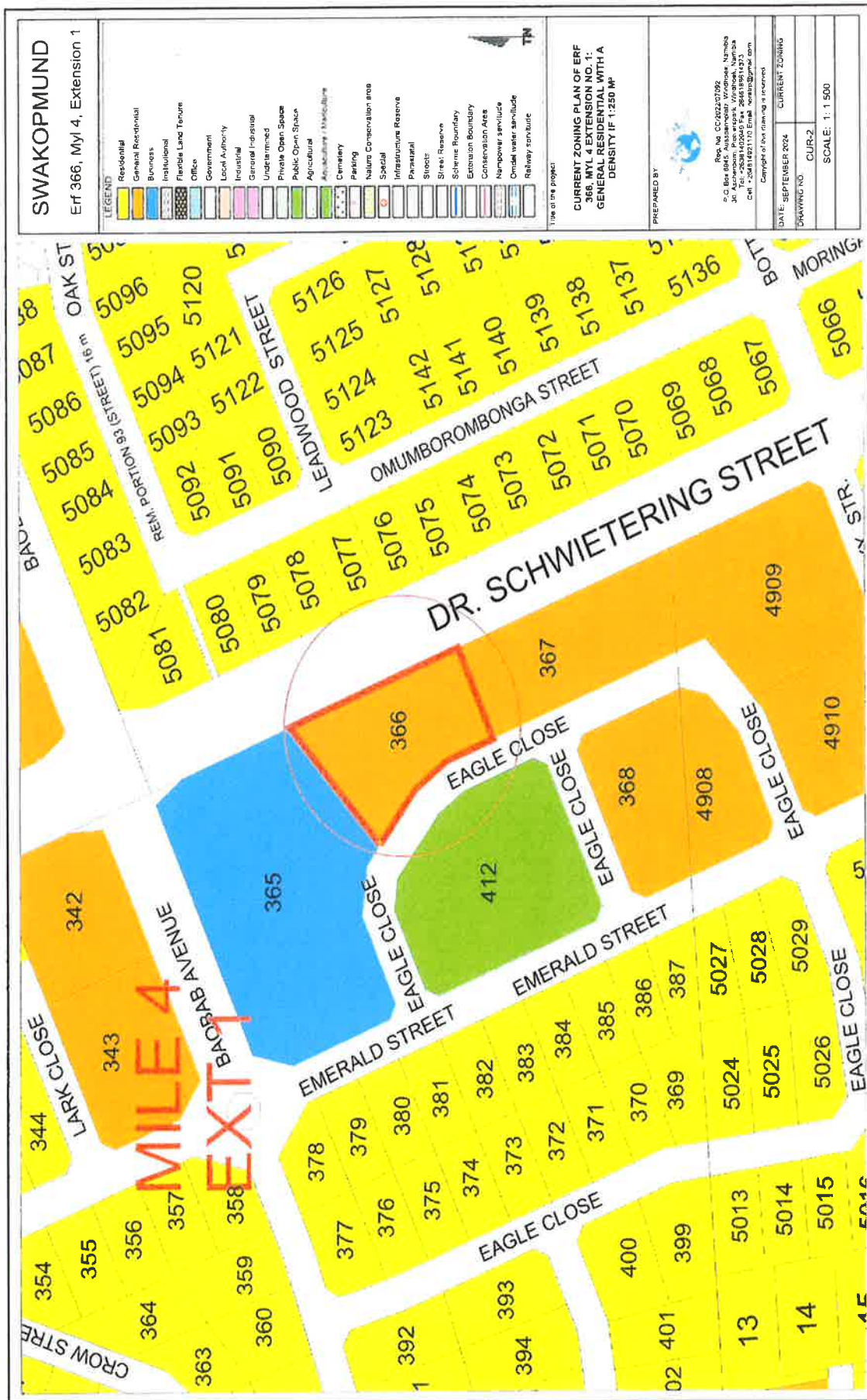
- (a) For more enquiries regarding the subdivision and rezoning of Erf 366, Myl 4 Extension 1, the locality map of the erf lies for inspection on the notice board at the Swakopmund Municipality.
- (b) Any person having objecting to the proposed application as set out above may lodge such objections together with grounds thereof in writing, with the Swakopmund Municipality and with the applicant (NTRP), within 21 days after the publication of this notice, which is scheduled to end on 9 December 2024.

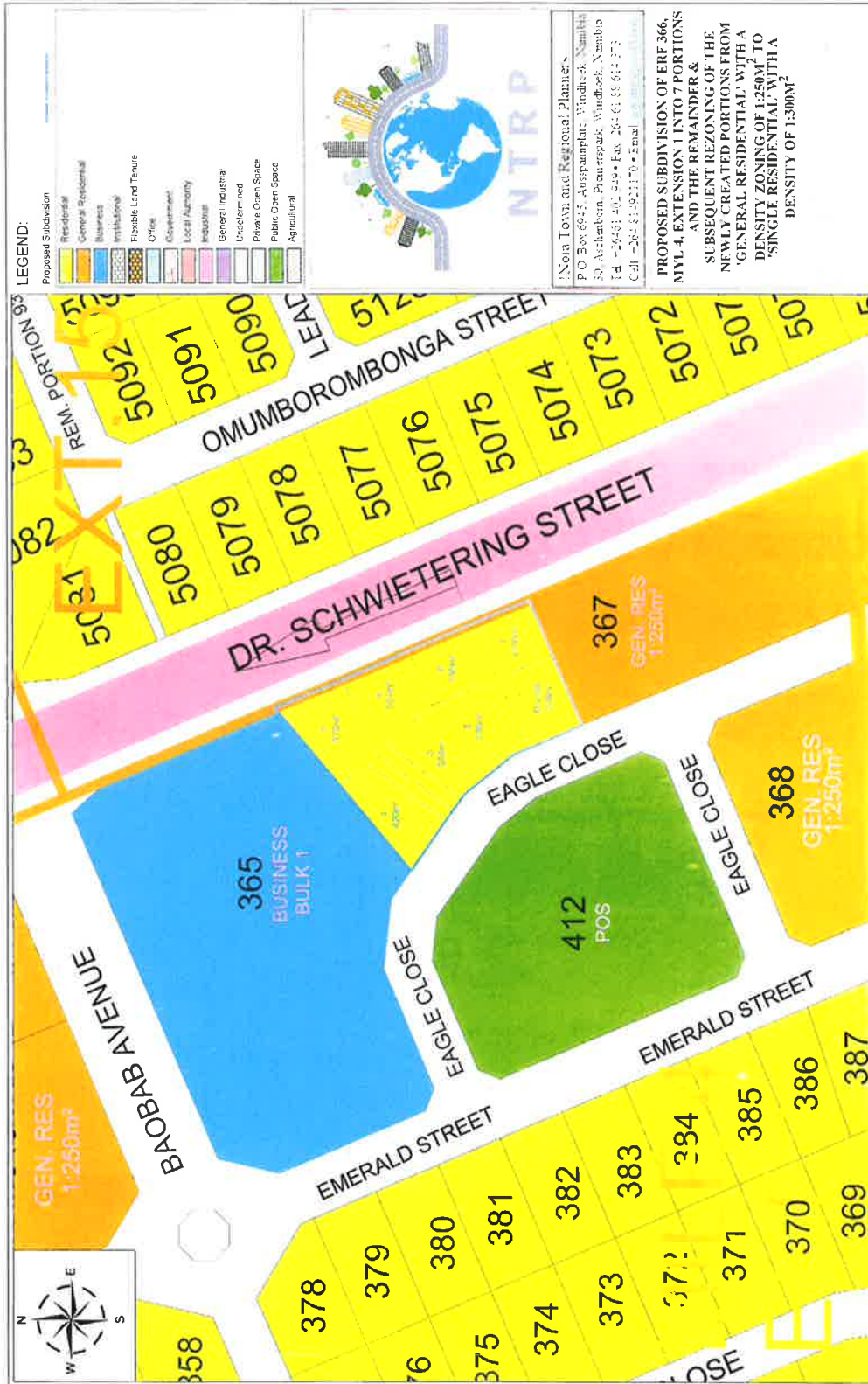
For more information and queries, kindly contact:

Applicant:
!Nora Town and Regional Planners
P. O. Box 6945, Ausspanplatz
Windhoek, Namibia

Swakopmund Municipality
J. Angolo
Senior Town Planning Officer







11.1.21

REZONING OF ERF 5003, SWAKOPMUND, EXTENSION 14 FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:600M² TO SINGLE RESIDENTIAL WITH A DENSITY OF 1:300M² AND SUBSEQUENT SUBDIVISION INTO PORTION 1 AND REMAINDER

(C/M 2025/02/27 - E 5003)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **8.7** page **143** refers.

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

1. Purpose

The purpose of this submission is for the Council to consider the application for the rezoning of Erf 5003, Swakopmund Extension 14 from single residential with a density of 1:600m² to single residential with a density of 1:300m² and subsequent subdivision into Portion 1 and remainder in terms of Section 105 (1) (a) and (e) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).

2. Introduction and Background

An application for rezoning and subsequent subdivision of Erf 5003, Swakopmund Extension 14 was received by the Engineering and Planning Services from Stewart Planning Town and Regional Planners on behalf of the registered owner **Ms. Beata Aveshe Ovange Venondubo**. The application is attached as **Annexure A**.

3. Ownership

Ownership of Erf 5003, Swakopmund Extension 14 is held in the Deed of Transfer T2185/2024 and vests in Ms. Beata Aveshe Ovange Venondubo. Proof of ownership has been attached together with the application.

4. Zoning, Locality and Size

Erf 5003, Swakopmund Extension 14 is zoned "single residential" with a density of 1:600m² as indicated in the figure below. The erf is situated in Onyx Street, behind Atlantic Villa Guesthouse. It measures 714m² in extent. The Erf is currently vacant.



Figure 1: Locality plan for Erf 5003, Swakopmund

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

Access to Erf 5003, Swakopmund Extension 14 is obtained via Onyx Street. However, access to the Remainder of Erf 5003, Swakopmund Extension 14 will be obtained via a 4m wide panhandle onto Onyx Street. Parking for the proposed will be provided as stipulated by the Swakopmund Zoning Scheme. The Erf is already connected to the service networks. However, all additional infrastructure resulting from the proposed development shall be the responsibility of the owner of the property, to the satisfaction of the General Manager of the Engineering and Planning Services.

6. **Advertisement**

The proposed rezoning was advertised on the 25th of October 2024 and 1st November 2024, in the Namibian and Namib Times Newspapers, respectively.

A notice was also displayed on site and on municipal notice board for public comments. The neighbouring property owners were notified of the intent via registered mails. Additionally, a notice was published in the Government Gazette No 8494 dated 1st November 2024.

The closing date for objections or comments to the proposal was Thursday, 21st November 2024. No objections were received by the closing date.

7. **Proposal**

The owner intends to create an additional property for single residential purposes, to be sold individually. The current density zone for the property is 1:600m². that means the density needs to be changed to a higher density that would suit the properties sizes after the subdivision.

Erf Number	Area (m²)	Zoning	Proposed Density
Portion 1	340	Single Residential	1:300
Rem/5003	374	Single Residential	1:300
Erf 5003	714	Single Residential	1:600

8. **Evaluation**

All single residential properties in Swakopmund Extension 14 have a density of 1:600m². even the immediate township, Myl 4, Extension 1 has the same density. These are low-density areas. Rezoning of Erf 5003, Swakopmund Extension 14 may have a significant implication which would transform the area from a low-density to a high density, a scenario which is not desirable at the moment.

There had been previous applications to densify in the same area which Council turned down at its ordinary meetings of 26th January 2023 and 30th April 2024. A particular case is Erf 5025, Swakopmund Extension 14. With this application, comments were provided for from the engineering perspective that *"the municipal services were designed and installed to the specifications of the current zonings and to change them will require Council to upgrade the existing services to accommodate the increase of activity in terms of sewerage and roads might not be possible rendering the services non-functional at the end. Additionally, provision has been made for general residential erven to separate or allow for more focused and concentrated control on a dense development. It is against this background that it was advised that the application not be considered as well as possible similar*

requests to increase the density unless a proposed change stands to benefit the township such as for example, a change to business."

9 / 2023

11.1.9

REZONING OF ERF 5025, SWAKOPMUND, EXTENSION 14 FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:600M² TO GENERAL RESIDENTIAL 2 WITH A DENSITY OF 1:100M² AND CONSENT TO COMMENCE WITH THE CONSTRUCTION OF SELF-CATERING APARTMENTS WHILE THE REZONING IS BEING FORMALLY PROCESSED

(C/M 2023/01/26 - E 5025)

RESOLVED:

GM: EPS

- (a) That the rezoning and densification of Erf 5025, Swakopmund, Extension 14 be turned down.
- (b) That it be noted that Municipal services in this area were designed and installed to the specifications of the current zonings, changes to accommodate the increase of activity in terms of sewerage and roads may render the services non-functional at the end.
- (c) That future similar request in Swakopmund, Extension 14 and surrounding extensions be only considered if changes to accommodate the increase of activity in terms of sewerage and roads are first put to effect by the Council.
- (d) That the applicant be informed of Council's decision and that they may appeal to the Minister against Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.
- (e) That the objectors be informed of Council's decision.

11.1.3

APPLICATION FOR THE REZONING OF ERF 5025, SWAKOPMUND, EXTENSION 14 FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:600M² TO GENERAL RESIDENTIAL 2 WITH A DENSITY OF 1:200M² AND CONSENT TO COMMENCE WITH THE CONSTRUCTION OF RESIDENTIAL UNITS WHILE THE REZONING IS BEING FORMALLY PROCESSED

(C/M 2024/04/30 - 5025)

GM: EPS

RESOLVED:

- (a) That the rezoning of Erf 5025, Swakopmund, Extension 14 from "Single Residential" with a density of 1:600 to "General Residential" with a density of 1:200 be turned down.
- (b) That it be noted that municipal services in this area were designed and installed to the specifications of the current zonings, changes to accommodate the increase of activity in terms of sewerage and roads may render the services non-functional at the end.
- (c) That future similar request in Swakopmund, Extension 14 and surrounding extensions be only considered if changes to accommodate the increase of activity in terms of sewerage and roads are first put to effect by the Council.

Ordinary Council Meeting - 30 April 2024

- (d) That the applicant be informed of Council's decision and that they may appeal to the Minister against Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

Given the background above, Council strives to be consistent in the appraisal of development proposals to higher densities as per the standards and previous decisions taken.

Although the Swakopmund Structure Plan 202-2040 advocates for densification, not all areas can be densified as it hampers the infrastructure and may lead to a significant changed characteristics of the area. By approving this application, it creates a precedent that Council will not be able to control future applications of similar nature.

9. **Conclusion**

The proposed rezoning of Erf 5003, Swakopmund Extension 14 from single residential with a density of 1:600m² to single residential with a density of 1:300m² and subsequent subdivision of Erf 5003, Extension 14 into Portion 1 and Remainder is not supported due to the previous Council decisions (C/M 2023/01/26) and (C/M 2024/04/30) and its potential impact on the cartelistic of the area.

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

RECOMMENDED:

- (a) **That the rezoning of Erf 5003, Swakopmund, Extension 14 from single residential with a density of 1:600m² to single residential with a density of 1:300m² and subsequent subdivision of Erf 5003, Swakopmund, Extension 14 into Portion 1 and Remainder be turned down.**
 - (b) **That Council uphold and be consistent with its previous decisions (C/M 2023/01/26 and C/M 2024/04/30).**
 - (c) **That the applicant be informed of Council's decision and that they may appeal to the Minister against Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.**
-

ANNEXURE A - APPLICATION

22-03-07-5003

6-5003

13

REZONING AND SUBDIVISION APPLICATION

ERF 5003 SWAKOPMUND EXTENSION 14:
 REZONING FROM "SINGLE RESIDENTIAL" (1:600m²) TO "SINGLE RESIDENTIAL"
 (1:300m²) AND SUBSEQUENT SUBDIVISION INTO PORTION 1 AND THE REMAINDER

Date: 5 December 2024

Prepared for: Beata Venondubo

Prepared by: Stewart Planning
 PO Box 2095
 Walvis Bay, 13013

Submission to: Swakopmund Municipality
 PO Box 53
 Swakopmund, 13001
 and
 Urban and Regional Planning Board
 Ministry of Urban and Rural Development
 Private Bag 13289
 Windhoek, 10005

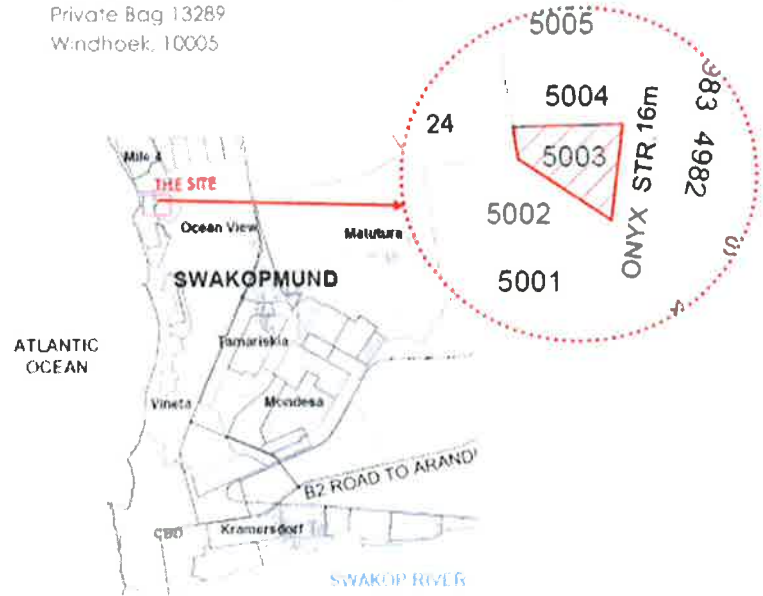


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ATTACHMENTS

- Annexure A: Copy of Power of Attorney Form
- Annexure B: Copy of Title Deed
- Annexure C: Locality Map, Zoning Plan and Subdivision Plan
- Annexure D: Conditions to be registered
- Annexure E: Proof of Consultation



First Floor, 222 2nd Floor
177 Sir Norman Avenue
Waverley

P.O. Box 2135
Tel: 0861244770
Email: info@stewartplanning.co.za

1. Introduction

Stewart Planning has been appointed to apply to the Swakopmund Municipality and the Ministry of Urban and Rural Development to rezone and subdivide Erf 5003 Swakopmund Extension 14 (the site). Application is made in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) under the following Sections:

- Section 105(1)(a) for the Rezoning of Erf 5003 Swakopmund Extension 14 from Single Residential with a density of 1:600m² to Single Residential with a density of 1:300m² and,
- Section 105(1)(e) for the Subdivision of Erf 5003 Swakopmund Extension 14 into 2 Portions (Portion 1 and the Remainder).

2. Planning Proposal

It is the intent of the owner to create an additional erf for single residential purposes. According to the Swakopmund Zoning Scheme, Erf 5003 is zoned "Single Residential" with a density of 1 unit per 600m² which restricts development potential to a detached dwelling with a subsidiary unit /granny flat that cannot be sold separately.

With the site measuring 714m², it is theoretically possible to achieve the creation of an additional erf if a zoning density of 1 dwelling unit per 300m² is obtained. It is also physically possible to subdivide the site as it is vacant/undeveloped with no physical constraints. It is therefore proposed to rezone Erf 5003 Swakopmund Extension 14 to "Single Residential" with a density of 1:300m² which will allow a subdivision into 2 >300m² portions (Portion 1 and the Remainder), each portion permitting a dwelling house that can be sold individually.

No change in the use of land is proposed, it will remain residential with the intent of developing a detached dwelling house on each portion as per the Single Residential Zone requirements set out in the Swakopmund Zoning Scheme. The proposed rezoning and subdivision is shown in Figure 1 and 2 on the next page.

The Zoning and Subdivision Plan is also attached as Annexure C and the conditions to be registered as part of the subdivision proposal is attached as Annexure D.

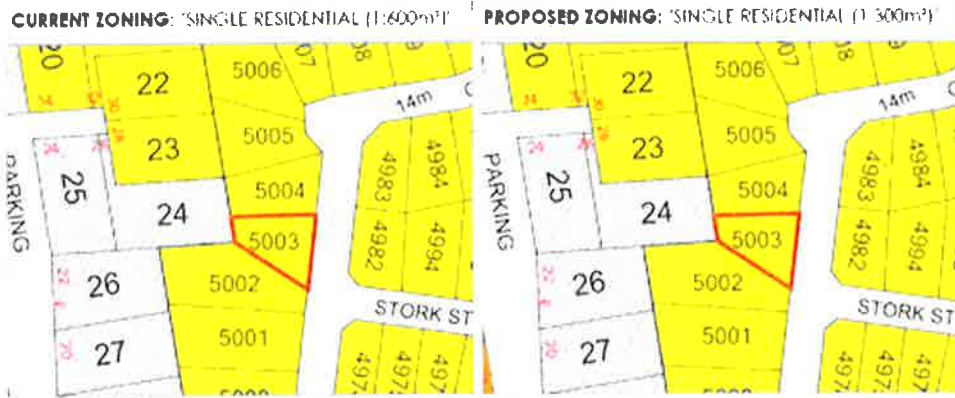


Figure 1: Proposed rezoning of Erf 5003 Swakopmund Extension 14.

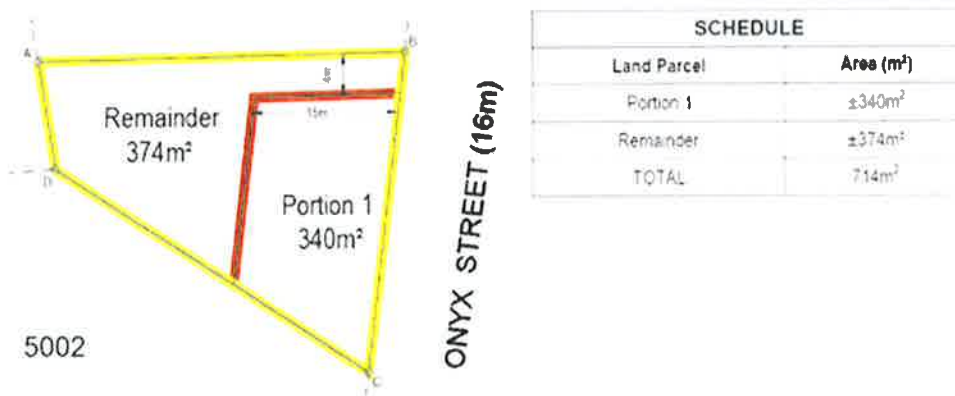


Figure 2: Proposed subdivision of Erf 5003 Swakopmund Extension 14.

3. Site Development Plan

The site is vacant/undeveloped. Upon approval of the rezoning and subdivision application, future development on the 2 portions will be subject to building plan approval. Any development will be subject to the provisions and restrictions of the Swakopmund Zoning Scheme such as coverage, density, height, building lines, and parking in terms of the "Single Residential" zone as set out below:

- Coverage: Maximum 60%.
- Height: Except with the special consent of the Council no building in this zone may exceed a height of 8 metres.
- Density: 1:300m² allowed.
- Building lines: Five (5) metres from any street boundary and Three (3) metres from any rear or side boundary.
- Parking: Dwelling House – As determined by Council

4. Site Location

The site is situated at 31 Onyx Street, behind Atlantic Villa Guesthouse in Swakopmund. The site is located in a predominantly residential area with a variety sized and shaped residential erven. The Locality Plan is attached as Annexure C.



Figure 3: Locality of Erf 5003 Swakopmund Extension 14

5. Need and Desirability

Erf 5003 Swakopmund Extension 14 can be favourably considered for rezoning of the Single Residential density zone and subdivision due to the following factors:

1. The site is easy accessible and has a large street frontage (30m), therefore suitable access to each portion can be achieved without impacting the residential traffic flow;
2. The shape of the site is ideal to create a panhandle access to one portion, which not only gives adequate space to develop a dwelling house on each portion, but also achieves a perpendicular access point which creates good visibility when turning into the street;
3. The size of the site (714m²) is suitable to achieve 2 ≥300m² erven with the rezoning of the Single Residential density zone from 1:600m² to 1:300m²;
4. The character of the surrounding neighbourhood will not be negatively affected by the subdivision as the dwelling houses on each portion will be subject to the building value condition contained in the conditions of establishment of Swakopmund Extension 14, which will also be incorporated in the Title Deed conditions of each Erf;
5. The subdivision will not set a precedent for allowing subdivision of all properties in this neighbourhood, as it is subject to the evaluation of each site's desirability and suitability for subdivision.

In conclusion, the location, shape and size of the site makes it suitable for rezoning of the Single Residential density zone and subdivision in order to achieve an additional residential property, which will not negatively impact the character of the surrounding neighbourhood.

6. Registered Owner or Applicant

Name: Beata Aveshe Ovange Venondubo
Address: Erf 2230 Otjwarongo Extension 8

The owner has appointed Stewart Planning for the rezoning and subdivision application. A copy of the Power of Attorney form is attached as Annexure A and a copy of the Title Deed is attached as Annexure B.

7. Environmental Impact Assessment

The proposed rezoning and subdivision is not a listed activity in terms of the Environmental Management Act, 2007 (Act No. 7 of 2007). Therefore, the owner/applicant does not need to apply for an Environmental Clearance Certificate.

8. Applicable Policy/Legislation

The proposal is evaluated in accordance with the following legislation and/or policies:

- Swakopmund Urban Structure Plan

The Structure Plan ensures that the Swakopmund Municipality follows an integrated and holistic future-orientated planning approach that promotes sustainability and maximises the development potential of Swakopmund. It is a spatial planning tool which can be used as a guideline to inform and direct future planning within a town.

In Chapter 5, which relates to spatial vision and development proposals, one of the development objectives for Swakopmund is aimed at creating liveable spaces through urban densification within developed areas, while preserving the integrity and homogeneity of existing residential areas. This development objective is achieved with the proposed rezoning and subdivision of Erf 5003 Swakopmund Extension 14 as it is aimed at creating smaller, more affordable housing opportunities on existing land in a good and well located residential area. The 2 newly created erven will continue to be used for residential purposes, thus preserving the integrity and homogeneity of the neighbourhood.

An ongoing challenge cities and towns face, remains urban sprawl. Therefore, one of the spatial strategies for Swakopmund in Chapter 6 is focussed on densification. Densifying urban residential areas has the following advantages:

- Creates jobs to local construction industries and/or small scale building contractors;
- Property values may increase and provides an additional income for owners;
- The housing backlog is reduced through private initiatives;
- Maintenance of utility services such as water, sewer and electricity becomes more affordable to the local authority due to higher rates and taxes (as well as compensation fees)

Furthermore, the rezoning of the Single Residential density zone from 1:600m² to 1:300m² can be supported as the site is situated in the recommended low density residential Zone A as per Figure 4 on the next page. A density of 1:300m² is accepted as low density and is the most common sized residential property.



Figure 4: Locality of Erf 5003 Swakopmund Extension 14 in Zone A.

In conclusion, the proposed development is in line with the spatial vision, development proposals and spatial strategies set out in the Swakopmund Urban Structure Plan as infill development is achieved on a site within an existing residential neighbourhood that is suitable for the creation of 2 minimum $\geq 300\text{m}^2$ erven to be utilised for housing purposes.

- Swakopmund Zoning Scheme

Erf 5003 Swakopmund Extension 14 is zoned Single Residential with a density of $1\ 600\text{m}^2$. The proposed rezoned residential density of $1\ 300\text{m}^2$ is allowed under the Single Residential land use zone requirements set out in Clause 5A of the Swakopmund Zoning Scheme. Any future development on the newly created erven will be subject to the Single Residential land use requirements set out in Clause 5A.

- Urban and Regional Planning Act of 2018

- Application for rezoning of the residential density from $1\ 600\text{m}^2$ to $1\ 300\text{m}^2$ is made in terms of Section 105(1)(a) of the Urban and Regional Planning Act, 2018;
- Application for subdivision is made in terms of Section 105(1)(e) of the Urban and Regional Planning Act, 2018.

- ALAN Pandhandle Guidelines

When taking into consideration the shape and size of Erf 5003 Swakopmund, it is recommended for the Remainder portion to be accessed via a pandhandle to achieve 2 minimum 300m^2 developable erven. With reference to the ALAN Panhandle policy for panhandles widths in residential subdivisions, the proposed panhandle complies with the guidelines as indicated in Figure 5 on the next page.

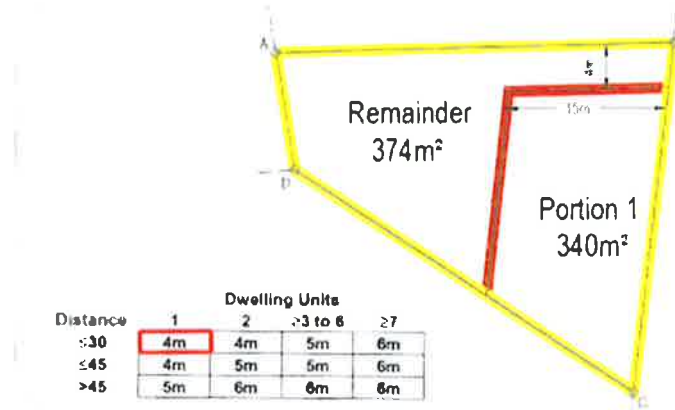


Figure 5. Compliance with the ATAN Panhandle Guidelines.

- Other

With reference to the Town Planning and Urban Design Guidelines introduced by the Ministry of Urban and Rural Development in 2013, town planning and urban design should aim to:

“facilitate increase of choices between private and public spaces as well as housing types. The free market determines the range of erf sizes provided for in layout plans, according to the needs and affordability. The focus of planning and design guidelines must be aimed towards human settlements that on one hand adhere to principles promoting the public good and on the other hand can develop and grow over time within the framework of local contextual and environmental challenges”.

The proposed development aims to address the demand, need and desirability for smaller, more affordable freehold title detached housing in good and well located residential neighbourhoods

9. Preliminary Potential Impacts

The following potential impacts have been identified and is addressed as follows:

- Impact on the neighbourhood

The 2 newly created Erven will continue to be used for Single Residential land use purposes and provide an additional housing opportunity for a single family in a well located residential neighbourhood. The proposed development will therefore strengthen the residential character by making optimal use of land that is available for residential purposes.

- Impact on services such as water, sewerage, and refuse removal

Any new additions, alterations, and/or relocation of services will be the responsibility of the owner to the satisfaction of the Local Authority and Erongo RED. The potential increase in the use of services will be compensated through the payment of Endowment fees to the Local Authority who is responsible for allocating the fees to the maintenance and upgrading of services in Swakopmund. There will also be an increase in municipal service charges and revenue generation for the Local Authority.

- Impact of increased traffic on roads

The development of the site will result in new traffic flow to and from the site, however, Onyx Street is a wide (16m) and suitable road to accommodate residential traffic. Furthermore, the Local Authority is compensated through the payment of rates, taxes, and service charges of which a portion of this revenue should be allocated to the maintenance of roads.

- Impact of parking and access

The site is easily accessible and has a large street frontage (30m), therefore suitable access to each subdivided portion can be achieved without impacting the residential traffic flow. Furthermore, the panhandle access in the subdivision layout creates a perpendicular access point which creates good visibility when turning into the street. All parking and access to and from the site will be indicated on the building plans and will be evaluated in terms of the Swakopmund Zoning Scheme requirements to the satisfaction of the Local Authority.

10. Public Consultation

The public was notified of the application in accordance with the Urban and Regional Planning Act, 2018 as well as the Swakopmund Zoning Scheme. The public participation period started on Friday, 1 November 2024 and the cut-off date to submit comments and/or objections was Thursday, 21 November 2024. The public was given 15 working days to provide comments and/or objections. No comments/objections were received by the cut-off date. The proof of consultation is attached as Annexure E.

11. Recommendation

After consideration of the motivation given in this report as well as no comments and/or objections received against the proposed application, it is recommended that the Swakopmund Municipality approves the following:

- Rezoning of Erf 5003 Swakopmund Extension 14 from Single Residential with a density of 1:600m² to Single Residential with a density of 1:300m² and;
- Subdivision of Erf 5003 Swakopmund Extension 14 into Portion 1 (340m²) and the Remainder (374m²).

Furthermore, it is recommended that only Endowment fees be levied, and not Betterment fees as well. The rezoning and subdivision proposal achieves the same result, 1 additional residential erf. Therefore, the owner should pay compensation fees related to the additional load that 1 additional residential erf will create, and should therefore not be expected to pay double compensation.

Yours sincerely,



Melissa Kroon

Town Planner

Tel: +264 64 280 770 | Email: melissa@stsp.com.na



Bruce Stewart

Town Planner

Te: +264 64 280 770 | Email: bruce@stsp.com.na

SPECIAL POWER OF ATTORNEY



I, the undersigned,

BEATA AVESHE OVANGE VENONDUBO

Identity Number . 90092900275

in my capacity as the registered owner of ERF NO. 5003 SWAKOPMUND EXTENSION 14 do hereby nominate, constitute and appoint

**STEWART TOWN PLANNING CC
PO BOX 2095
WALVIS BAY**

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

Rezoning of Erf 5003 Swakopmund Extension 14 from Single Residential (1:600m²) to Single Residential (1:300m²), and subsequently subdivide the Erf into 2 Portions (Portion 1 and the Remainder).

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

Signed at OTJWARONGO on 03 DECEMBER 2024,
in the presence of the undersigned witnesses

Signature *Beata Venondubo*
BEATA AVESHE OVANGE VENONDUBO

Witness 1

Witness 2

Name Inapandula Klemens

Name *Alfred de Bruijn*

Signature *[Handwritten Signature]*

Signature *[Handwritten Signature]*

Prepared by *mt*

[Handwritten Signature]
CONVEYANCER
ROSSOUW, WJ

DEED OF TRANSFER

T 2185 / 2024

BE IT HEREBY MADE KNOWN

THAT WILLEM JACOBUS ROSSOUW
appeared before me Registrar of Deeds at Windhoek, he/she the said
Appearer being duly authorised thereto by a Power of Attorney granted to
him/her by the

MUNICIPAL COUNCIL OF SWAKOPMUND

dated the 05th day of April 2024 and signed at SWAKOPMUND

[Handwritten Signature]
[Handwritten Initials]

- 2 -

and the said Appearer declared that his said constituent had truly and legally sold on **19 February 2024** and that he in his capacity aforesaid, did by these presents, cede and transfer, in full and free property, to and on behalf of

BEATA AVESHE OVANGE VENONDUBO
Identity Number: 900929 0027 5
Unmarried

Her Heirs, Executors, Administrators or Assigns

CERTAIN Erf No. 5003 Swakopmund
(Extension No. 14)

SITUATE In the Municipality of Swakopmund
Registration Division "G"
Erongo Region

MEASURING 714 (Seven One Four) Square Metres as indicated on
General Plan S.G. No. A 1386/2015

HELD by Certificate of Registered Title No. T 7097/2017

SUBJECT to the following conditions imposed in terms of
Government Notice 326 of 2017, namely.

IN FAVOUR OF THE LOCAL AUTHORITY

- (a) The erf must only be used or occupied for purposes which are in accordance with the provisions of the Swakopmund Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954), and.
- (b) The building value of the erf, including the outbuilding to be erected on the erf must be at least four times the previous valuation of the erf.

FOR INFORMATION ONLY

M

Handwritten marks and scribbles on the right side of the page.

WHEREFORE the Appearer renouncing all the right and title which the said TRANSFEROR heretofore had to the premises, did, in consequence also acknowledge the said TRANSFEROR to be entirely dispossessed of, and disentitled to, the same, and that by virtue of these presents the said TRANSFEREE her heirs, executors, administrators or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights, and finally acknowledging that the purchase price is the sum of N\$ 512 650,00

07 MAY 2024

SIGNED at WINDHOEK, on _____, together with the Appearer, and confirmed with my seal of office.



Signature of Appearer

Transfer Duty Exemption Certificate No. 26170465
Issued by the Receiver of Revenue at Walvis Bay on 16 April 2024

(Checked) 1. Bundak 2. [Signature]

I the undersigned, WILLEM JACOBUS ROSSOUW, Conveyancer hereby certify in terms of Section 78 of Act 23 of 1992 that all rates leviable in respect of such immovable property in terms of this Act, and all the fees, charges and other moneys due to the local authority council in respect of any service, amenity or facility supplied to such property in terms of this Act, inclusive of any availability charge and minimum charge, provided for in section 30(1)(u) has been paid up to and including the date of registration hereof. No building compliance was issued, because the immovable property is unimproved.

CONVEYANCER

FOR INFORMATION

[Handwritten mark]





SCALE: 1:500

PROPOSED SUBDIVISION:

The figure A B C D represents Erf 5003 Swakopmund Extension 14 measuring 714m² in extent which is to be subdivided into two portions as set out in the schedule below

SCHEDULE	
Land Parcel	Area (m ²)
Portion 1	±340m ²
Remainder	±374m ²
TOTAL	714m ²

EXPLANATORY NOTES:

- 1 Erf 5003 Swakopmund Extension 14 is proposed for rezoning from Single Residential 1 600m² to Single Residential 1 300m², which will allow subdivision of the site into 2 >300m² portions.
- 2 All measurements and sizes are approximate and subject to survey.

DWG NO	5003_1SP
DATE	2 JUL 2024
SCALE	AS SHOWN
DRAWN	M. KROON

TITLE	SUBDIVISION PLAN: Erf 5003 Swakopmund (Onyx Street)		
Version	V1	mf@stewartsp.com.na	064 280 770

STEWART PLANNING
TOWN & REGIONAL PLANNERS

Access to the erf will remain from the existing street network and on-site parking will be provided in accordance to the Oranjemund Planning Scheme

The plan of the erf lies for inspection on the Notice Board of the Oranjemund Town Council Property Offices and Municipal Notice Board.

Any person objecting to the proposed use of land as set out above may lodge such objection together with the grounds thereof, with Council and with the applicant in writing within 14 days after the appearance of this notice. The last day for objections will be Friday, 22 November 2024.

SWIB Trading CC
P. O. Box 14123, Outapi
Cell: +26481 790 0374
Email: swibtradingcc@gmail.com

No. 696

2024

REZONING AND SUBDIVISION OF ERF 5003, SWAKOPMUND EXTENSION 14

Stewart Planning Town and Regional Planners intends to apply, on behalf of the registered owners, to the Municipal Council of Swakopmund, the Urban and Regional Planning Board, and the Ministry of Urban and Rural Development for the following:

Erf 5003, Swakopmund Extension 14 (Onyx Street). The erf measures 714m² and is proposed for rezoning from single residential with a density of 1:600 to single residential with a density of 1:300 and subsequent subdivision into Portion 1 (340m²) and the Remainder (374m²).

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

Take note that –

- (a) the application lies open for inspection at the Town Planning Department of the Municipality of Swakopmund, corner of Rakotoka and Daniel Kambo Street, Swakopmund. An electronic copy can be requested from M. Kroon: melissa@sp.com.na.
- (b) any person having comments or objections to the application, may in writing lodge such objections and comments, together with the grounds thereof, with the Chief Executive Officer of the Municipality of Swakopmund and with Stewart Planning within 14 days of the last publication of this notice.
- (c) Written objections must be submitted before or on 17h00 Thursday, 21 November 2024.

Applicant:
Stewart Planning
Town and Regional Planners
P. O. Box 2095, Walvis Bay
Tel: +264 64 280 773
melissa@sp.com.na

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

12 NAMIB TIMES

REZONING OF ERF 1423, WALVIS BAY

Notice is hereby given that Town & Regional Planning intends to apply to the Municipality of Walvis Bay, and to the Urban and Regional Planning Board, and to the Ministry of Development, Forestry and Tourism, for:
1. Consent to operate a Home Based Business (Office) on Erf 1423, No 346 Tsamako Mbumba Drive, Walvis Bay
2. Rezoning Erf 1423 Walvis Bay from "single residential" with a density of 1:500 to "general business" with a bulk factor of 1.
3. Application for an environmental clearance certificate for the proposed rezoning.

The above application is submitted in terms of the Walvis Bay Zoning Scheme, the Urban and Regional Planning Act, 2018 (Act No. 3 of 2018), and the Environmental Management Act, 2007 (Act No. 7 of 2007).
1. The information contained in the application and planning application has been open for inspection during normal office hours, at Room 101, Town Planning Section of Municipality of Walvis Bay, Civic Centre, and at Street Planning, 122 Jan Smuts Avenue, Walvis Bay. An electronic copy can also be requested from Mr JH Lind (064)6201173.
2. Interested and affected parties can register with Street Planning and submit their written comments, representations, input and/or objections to the planning application together with grounds thereof.
3. The deadline to register with Street Planning and to submit written comments, representations, input and/or objections will be on or before 17:00 Friday, 27 November 2024.

Street Planning
Town & Regional Planning
P.O. Box 204 Walvis Bay
0646201173
0646201173
0646201173

REZONING AND SUBDIVISION OF ERF 503 SWAKOPMUND EXTENSION 14

Notice is hereby given that Town & Regional Planning intends to apply, on behalf of the registered owner, to the Municipal Council of Swakopmund, the Urban and Regional Planning Board, and the Ministry of Urban and Rural Development for the following:
Erf 503 Swakopmund Extension 14 (Onyx Street) The Erf measures 7,74m and is proposed to be rezoned from Single Residential with a density of 1:500 to Single Residential with a density of 1:300 and subsequent subdivision into Portion 1 (0,34ha) and the Remainder (0,37ha).

The above mentioned application is submitted in terms of the Urban and Regional Planning Act, 2018 (Act No. 3 of 2018) and the Swakopmund Zoning Scheme, as amended.
1. The information contained in the application and planning application has been open for inspection during normal office hours, at Room 101, Town Planning Section of Municipality of Swakopmund, Civic Centre, and at Street Planning, 122 Jan Smuts Avenue, Walvis Bay. An electronic copy can also be requested from Mrs Melissa Kruse (064)6201173.
2. Interested and affected parties can register with Street Planning and submit their written comments, representations, input and/or objections to the planning application together with grounds thereof.
3. The deadline to register with Street Planning and to submit written comments, representations, input and/or objections will be on or before 17:00 Thursday, 21 November 2024.

Local Authority: Swakopmund
Chief Executive Officer: Ms Melissa Kruse
Manager of Development: Mrs Melissa Kruse
Town & Regional Planning: Mrs Melissa Kruse
Street Planning: Mrs Melissa Kruse
0646201173
0646201173

NOTICE OF THE CONSENT APPLICATION IN TERMS OF THE WALVIS BAY TOWN PLANNING SCHEME.

CONSENT: Accommodation Establishment (Self-Catering) ON ERF NO 1012 TOWN-SHIP AREA: Mooring STREET NAME & NO: Alliance Street, 5
In terms of the Walvis Bay Town Planning Scheme, notice is hereby given that I/we, the undersigned, have applied to the Walvis Bay Municipality for permission to erect/establish on the site also: Accommodation Establishment (Self-Catering).
Plans may be inspected on particulars of this application may be obtained at Town Planning First Floor, Rooms 101 & 105, Civic Centre.

Any person having any objection to the approval of this application, must lodge such objection, together with grounds thereof, with the General Manager, Roads and Building Control, Town Planning, Private Bag 5017, Walvis Bay and the application, in writing, not later than 15 November 2024.
NAME AND ADDRESS OF APPLICANT:
Mama Turengilus Hampele, P O Box 2210, Walvis Bay
email: mtamangil@walvisbaycc.org.na

SGM VACANCY CLEARING & FORWARDING CONTROLLER WALVIS BAY, NAMIBIA
A position has become available at Seacrest Container Maritime (Namibia) Pty, Ltd for a motivated and results driven individual to join our Clearing & Forwarding Department in Walvis Bay.
Reporting directly to the C&F Manager, the successful applicant will include, but are not limited to the following:
- Processing of Customers and Port related documents (invoices and exports)
- Compiling of invoices and tariffs
- Keeping principals updated daily and ensure deadline are met
- Working with all Service Providers, Principals, Shipping Lines, Customs and Port Authorities on an ongoing basis
- Processing and submission of relevant 3rd party documentation
- Customs Filing
- Knowledge of the Import and Export Clearing processes and procedures for various shipping and transport modes and cargo types
- In-depth understanding of the terms
- Adhering to local and international trade regulations and the Namibian Revenue Authority's (NamRA) requirements
- Effectively deal with queries
We invite applications from candidates who meet the following minimum criteria:
Qualifications & Experience:
- Matric / Grade 12
- Minimum 5 years Clearing & forwarding experience
- Relevant industry-related training and/or relevant course in the maritime field an advantage
- Experience working on Xtralis
Required skills:
- Excellent communication, organization and administrative skills
- Able to work well under pressure
- Effective problem-solving
- Able to deal effectively with client queries and ensure queries are completed
- Computer knowledge: Microsoft Excel, Word, Outlook
Apply to: Land Use (V&T) at the HR Department on email: hr@seacrestmaritime.com
Please state the following as reference in the subject line of your application:
C&F CONTROLLER -MAM - OCT 2024
Applications close 8 November 2024

Swakopmund Municipality Procurement Management Unit
OPEN NATIONAL BIDDING
PROCUREMENT NO: SWAKOPMUND/2024/001
DESCRIPTION: SUPPLY, DELIVERY AND INSTALLATION OF A 1000L PORTABLE WATER TANK AT SMALL, MIDDLE AND LARGE SCHOOLS AND COLLEGES.
SCOPE: Supply, delivery and installation of a 1000 litre plastic portable water container with base for the Swakopmund Small Holdings, including hydraulic concrete base and mesh pillars.
PREREQUISITES: Bidders must demonstrate to have completed works of a similar nature and not in excess of the last two years or an equivalent stated in the BIDD and ensure that they be contacted for further information on those contracts.
PRE-BID MEETING: Friday 15 November 2024, at 09:30 in the Engineering Board Room of the Swakopmund Municipal Building, 60 Rukhsha Street & Doris Kambho Avenue Swakopmund.
SITE INSPECTION: After the pre-bid meeting.
CLOSING DATE: Monday, 8 January 2025 at 11:00
DOCUMENTS: Documents are available on the Municipal website at www.swakopmund.org.na and the E-Procurement Procurement Portal: <https://eprocure.swakopmund.org.na/>
LEVY: R6 300 R0 (Non-refundable VAT incl.)
REQUIRES: 16:2 Bidders, Manager Water and Sewerage Works Municipality of Swakopmund
TEL: 064 - 04 - 410 4479 or email: proc@swakopmund.org.na
The bids (One Original and document and One Electronic form of the bid) documents and a USB must be in sealed envelopes and clearly marked: "THE SUPPLY, DELIVERY AND INSTALLATION OF A 1000L PORTABLE WATER TANK AT SMALL, MIDDLE AND LARGE SCHOOLS AND COLLEGES" and submitted to the Head of the Procurement Management Unit, Binnert Park & address must be clearly marked on the back of the sealed envelopes. Bids must be placed in the BIDD bid box on the Ground Floor of the Swakopmund Municipal Office, 60 Rukhsha Street & Doris Kambho Avenue. Sealed envelopes to be posted to the Head of the Procurement Management Unit, P.O. Box 53, Swakopmund.
Notice No: 06/2024
H. A. Berjesh
Chief Executive Officer

1 NOVEMBER 2024

NOTICES & VACANCIES

8 NUMBER TIMES

COMMUNITY NEWS

15 OCTOBER 2024

Lions Club Windhoek Alte Feste Launches Exciting 2024 Advent Calendar Fundraising Project to support community needs!

Get ready for a festive season filled with excitement and goodwill!

The Lions Club is excited to announce its 2024 Advent Calendar Fundraising project, a unique opportunity for you to contribute your skills while supporting a noble cause. With only 2,000 calendars available, it's a chance to make a difference! Each calendar features a unique design, and the first 24 days each day from December 1st to December 24th, with a unique design each day.

The industry is all about giving back, and your calendar will support 1000 meals for needy families. The Price of Service Project include child food, medical, diabetes, educational, essential

mental contribution budget, medication, basic care, youth and nutritional support. With only 2,000 calendars available, it's a chance to make a difference! Each calendar features a unique design, and the first 24 days each day from December 1st to December 24th, with a unique design each day.

businesses, with our non-commercial duty. Choosing your price is simple! Join present our original calendar in the spirit of doing good. Keep it mind, due to the limited supply, prices are not guaranteed. Don't miss out on this chance to support a noble cause. Purchase your calendar today and help us spread hope and joy this festive season!

Who can and Member only, where Calendar day in Windhoek, where the calendar will be sold in Windhoek. Adigna Whiteman & Black Store. Making it convenient for everyone to purchase Calendars are also available at various Groceries, Windhoek, Lantana Hair Design, Windhoek, Harriet Mary's Ladies, Svalopmond Club, Gutcher Lovers Club, Svalopmond Lions Club, Walvis Bay & Toppo Club, Walvis Bay.

Each year's calendar is part of the holiday magic. Where to get your calendar?

NOTICE OF THE CONSENT APPLICATION IN TERMS OF THE WALVIS BAY TOWN PLANNING SCHEME

CONSENT Application for Extension of Sewerage on Erf No. 1423, Town Ship Area, Walvis Bay Street Name & No. Walvis Bay.

In terms of the Walvis Bay Town Planning Scheme, notice is hereby given that your application has been referred to the Walvis Bay Municipality for processing in terms of the Act and the Administrative Procedures of the Scheme.

Plans may be inspected at the offices of the applicant at the following address: 1423 Walvis Bay Street, Walvis Bay.

Any person having an objection to the approval of the application must lodge such objection with the Council Manager, Growth and Building Control, Town Planning, Walvis Bay, Walvis Bay, before the application is being considered on the 15 November 2024.

NAME AND ADDRESS OF APPLICANT:
Alina Thuyetnam Hoang, P.O. Box 2208, Walvis Bay.
email: rthuyetnam@adignaweb.org.za



REZONING OF ERF 1423, WALVIS BAY

Notice is hereby given that the following application for the rezoning of Erf 1423, Walvis Bay, is being considered by the Municipal Council of Walvis Bay and the Urban and Regional Planning Board, under the Provisions of the Urban and Regional Planning Act (1995) No. 107 of 1995, and the Townships (Amendment) Act (2007) No. 47 of 2007. The rezoning is as follows:

1. Current rezoning: Residential (General)
2. Proposed rezoning: Residential (General)

The above application is submitted in terms of the Urban and Regional Planning Act, 1995 (Act No. 107 of 1995) and the Townships (Amendment) Act, 2007 (Act No. 47 of 2007). This notice is:

- (a) for the proposed rezoning, and the planning application, to be open for inspection during normal office hours at Erf No. 1423, Walvis Bay, from 11:00 AM to 17:00 PM, from 11:00 AM to 17:00 PM, on 11 November 2024.
- (b) to allow any person who has an objection to the rezoning application, to lodge such objection with the Council Manager, Growth and Building Control, Walvis Bay, before the application is being considered on the 15 November 2024.

The rezoning application is submitted in terms of the Urban and Regional Planning Act, 1995 (Act No. 107 of 1995) and the Townships (Amendment) Act, 2007 (Act No. 47 of 2007). This notice is:

- (a) for the proposed rezoning, and the planning application, to be open for inspection during normal office hours at Erf No. 1423, Walvis Bay, from 11:00 AM to 17:00 PM, from 11:00 AM to 17:00 PM, on 11 November 2024.
- (b) to allow any person who has an objection to the rezoning application, to lodge such objection with the Council Manager, Growth and Building Control, Walvis Bay, before the application is being considered on the 15 November 2024.

Walvis Bay Planning Town & Regional Planning, P.O. Box 2075, Walvis Bay, 9130. 021 41 1580, 021 41 281 151, 021 41 45 754 & 740

REZONING AND SUBDIVISION OF ERF 5801 SWAKOPMUND EXTENSION 14

Notice is hereby given that the following application for the rezoning of Erf 5801, Swakopmund Extension 14, is being considered by the Municipal Council of Swakopmund and the Urban and Regional Planning Board, under the Provisions of the Urban and Regional Planning Act (1995) No. 107 of 1995, and the Townships (Amendment) Act (2007) No. 47 of 2007. The rezoning is as follows:

1. Current rezoning: Residential (General)
2. Proposed rezoning: Residential (General)

The above application is submitted in terms of the Urban and Regional Planning Act, 1995 (Act No. 107 of 1995) and the Townships (Amendment) Act, 2007 (Act No. 47 of 2007). This notice is:

- (a) for the proposed rezoning, and the planning application, to be open for inspection during normal office hours at Erf No. 5801, Swakopmund Extension 14, from 11:00 AM to 17:00 PM, from 11:00 AM to 17:00 PM, on 11 November 2024.
- (b) to allow any person who has an objection to the rezoning application, to lodge such objection with the Council Manager, Growth and Building Control, Swakopmund, before the application is being considered on the 15 November 2024.

The rezoning application is submitted in terms of the Urban and Regional Planning Act, 1995 (Act No. 107 of 1995) and the Townships (Amendment) Act, 2007 (Act No. 47 of 2007). This notice is:

- (a) for the proposed rezoning, and the planning application, to be open for inspection during normal office hours at Erf No. 5801, Swakopmund Extension 14, from 11:00 AM to 17:00 PM, from 11:00 AM to 17:00 PM, on 11 November 2024.
- (b) to allow any person who has an objection to the rezoning application, to lodge such objection with the Council Manager, Growth and Building Control, Swakopmund, before the application is being considered on the 15 November 2024.

Walvis Bay Planning Town & Regional Planning, P.O. Box 2075, Walvis Bay, 9130. 021 41 1580, 021 41 281 151, 021 41 45 754 & 740

Public Notice

REMOVAL OF BOAT WRECKAGE

The Municipality of Walvis Bay hereby notifies the public of a marine vessel wrecked in the waters located between the Langberg and Fisherman's Bay. The vessel was discovered on 11 October 2024. The Municipality will proceed with removing and demolishing the wreck at the local expense.

This notice is issued by the Municipality of Walvis Bay to advise the public and to publicise the removal of the wreck.

Drafted by:
Urban Services
Public Relations
Department: Roads & Engineering, Tel: 021 41 1580

Classifieds

Tel: +264-61-279 632 / 279 646 • Fax: +264-61-22 9206 • email: classifieds@namibian.com.na



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Business & Finance

Opportunities
 We are looking for a person to manage the day-to-day operations of our business. The successful candidate will be responsible for all aspects of the business, including financial management, marketing, and customer service. If you are a motivated individual with a proven track record, we would like to hear from you. Please send your CV and cover letter to: hr@namibian.com.na

Employment

Offices
 We are seeking a person to manage the day-to-day operations of our business. The successful candidate will be responsible for all aspects of the business, including financial management, marketing, and customer service. If you are a motivated individual with a proven track record, we would like to hear from you. Please send your CV and cover letter to: hr@namibian.com.na

Disputes

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 We are seeking a person to manage the day-to-day operations of our business. The successful candidate will be responsible for all aspects of the business, including financial management, marketing, and customer service. If you are a motivated individual with a proven track record, we would like to hear from you. Please send your CV and cover letter to: hr@namibian.com.na

Housing & Property

For Sale
 We are seeking a person to manage the day-to-day operations of our business. The successful candidate will be responsible for all aspects of the business, including financial management, marketing, and customer service. If you are a motivated individual with a proven track record, we would like to hear from you. Please send your CV and cover letter to: hr@namibian.com.na

Services

Services
 We are seeking a person to manage the day-to-day operations of our business. The successful candidate will be responsible for all aspects of the business, including financial management, marketing, and customer service. If you are a motivated individual with a proven track record, we would like to hear from you. Please send your CV and cover letter to: hr@namibian.com.na

Wanted

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Education & Training

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Grants

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Housing & Property

For Rent
 We are seeking a person to manage the day-to-day operations of our business. The successful candidate will be responsible for all aspects of the business, including financial management, marketing, and customer service. If you are a motivated individual with a proven track record, we would like to hear from you. Please send your CV and cover letter to: hr@namibian.com.na

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BANK REPO & FLEET AUCTION
 Thursday 14 November 2024 @ 10:00
 Windhoek Convention Centre

AUTOMOTIVE **AUTOMOTIVE**

REGISTRATION & BIDDING at www.sucor.com.na and at the Windhoek Convention Centre, 14 November 2024 @ 09:00

AUTOMOTIVE **AUTOMOTIVE**

REGISTRATION & BIDDING at www.sucor.com.na and at the Windhoek Convention Centre, 14 November 2024 @ 09:00

NOTICE OF DISBURSEMENT OF THE PROCEEDS OF THE AUCTION OF THE ASSETS OF THE BANK OF NAMIBIA (BOB) IN LIQUIDATION

The Bank of Namibia (BOB) is pleased to announce the successful completion of the liquidation process. The proceeds of the auction of the assets of the BOB are being distributed to the creditors of the BOB. The distribution will be made in accordance with the provisions of the Insolvency Act, No. 22 of 1989, and the provisions of the BOB Liquidation Order, No. 1 of 2024.

The distribution will be made in the following order of priority:

- Secured creditors
- Unsecured creditors
- Employees
- Other creditors

The distribution will be made in the form of cash payments. The creditors of the BOB are requested to provide the necessary information to the liquidator in order to receive their share of the proceeds. The liquidator's contact details are as follows:

Liquidator: liquidator@bob.com.na
Address: Windhoek Convention Centre, Windhoek, Namibia

DISCLAIMER - All notices and advertisements are the responsibility of the advertiser. The advertiser is responsible for the accuracy and completeness of the information provided. The advertiser is also responsible for any legal consequences arising from the publication of the notice or advertisement.

Classifieds



Tel: +264 61 279 632 / 279 648 • Fax: +264 61 22 9236 • email: classifieds@namibian.com.na

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Business & Finance

• Import/Export •

REPAIR URGENTLY NEEDED! Car for sale. 2015 Ford Focus. 1.6L. 100,000 km. Call: +264 61 279 632

Jobs & Careers

• Available •

Join Namibia

FRONT LINE & SUPPORT SERVICES

4 ANNOUNCEMENTS

4 ANNOUNCEMENTS

4 ANNOUNCEMENTS

Jobs & Careers

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Business & Finance

• Import/Export •

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Jobs & Careers

• Available •

VACANCY ANNOUNCEMENT

Production Control Manager

Senior Manager

Senior Manager

Jobs & Careers

• Available •

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Senior Manager

Senior Manager

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Business & Finance

• Import/Export •

REPAIR URGENTLY NEEDED! Car for sale. 2015 Ford Focus. 1.6L. 100,000 km. Call: +264 61 279 632

DISCLAIMER

301
Ordinary Council Meeting - 27 February 2025

30 OCTOBER 2024

LIST OF REGISTERED ITEMS POSTED



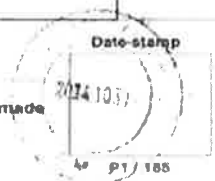
Sender's Reference No	Addresser's Name and Address	Registration No
1 ERF 5204	MELISSA KHOON - STEWART PLANNING PO BOX 2095 WALVIS BAY WINDHOEK, 10085	ERF 5003 SWAKOPMUND EXT 14
2 ERF 4982	AN SHAKETANGE PO BOX 20687 WINDHOEK, 10085	
3 ERF 4974	EJV & CM JUNIUS PO BOX 11953 KLEIN WINDHOEK, 10012	
4 ERF 5002	JS & WJ DOS SANTOS PO BOX 40229 AUSSPANPLATZ, 10017	
5 ERF 24	ANE'S GUEST HOUSE CC PO BOX 552 SWAKOPMUND, 13001	
	VOGELSTRAND INVESTMENTS PO BOX 552 SWAKOPMUND, 13001	

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Number of items 5/5 Received by [Signature]

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

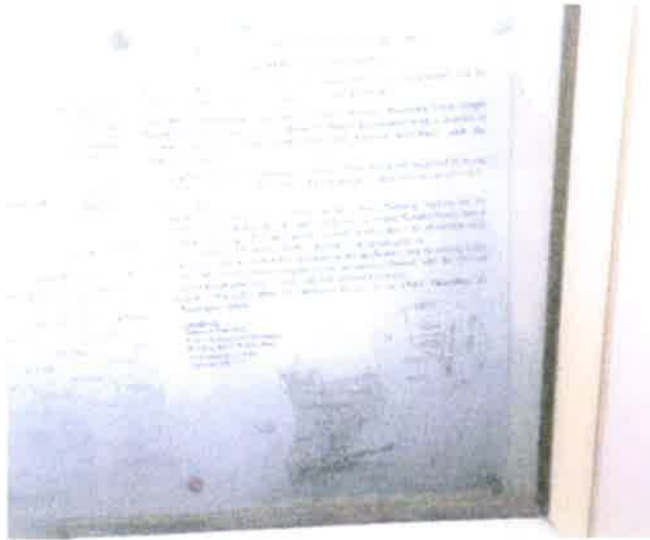




Stewart Planning (Pty) Ltd
121 Phisofoane Avenue
Wolfsburg

121 Phisofoane Avenue
Wolfsburg, 7612
021 524 8887

Photos of Notices that was put up



**REZONING AND SUBDIVISION OF ERF 5003
SWAKOPMUND EXTENSION 14**

Stewart Planning intends to apply to the Municipality of Swakopmund and the Ministry of Urban and Rural Development for the following:

Erf 5003 Swakopmund Extension 14 (Dora Street): Rezoning from Single Residential with a density of 1:600m² to Single Residential with a density of 1:300m² and subsequent subdivision into Portion 1(±340m²) and the Remainder(±374m²)

The planning application is submitted in terms of the Urban and Regional Planning Act 2018 (Act No. 1 of 2018), and/or Swakopmund Zoning Scheme, as amended.

Take note that:

- (a) the HUD file open for inspection at the Town Planning Section of the Swakopmund Municipality corner of Ruiterska & Daniel Kamilo Street, and at Stewart Planning 121 Phisofoane Avenue, Wolfsburg. An electronic copy can be requested from Mrs Melissa Knoke mkn@stplanning.com.na
- (b) any person having comments/objections to the application may in writing lodge such objections/comments together with the grounds thereof, with the CEO of the Swakopmund Municipality and with Stewart Planning;
- (c) written objections must be submitted before or on 17:00 Thursday, 21 November 2024.

Annexure
Stewart Planning
Town & Regional Planners
PO Box 2395, Wolfsburg
mkn@stplanning.com.na
+264 64 200 177





Planning Unit, 111, King
George's Highway,
Wellington

111, King George's Highway,
Wellington



REZONING AND SUBDIVISION NOTICE

Stewart Planning intends to apply to the Municipality of Swakopmund and the Ministry of Urban and Rural Development for the following:

Erf 4003 Swakopmund Extension 14 (Onyx Street) Rezoning from Single Residential with a density of 1:600m² to Single Residential with a density of 1:500m² and subsequent subdivision into Portion 1 (±340m²) and the Remainder (±374m²).

The planning application is submitted in terms of the Urban and Rural Planning Act 2015 (Act No. 5 of 2015) and the Swakopmund Zoning Scheme is amended.

Please note that:

- (a) The RHD has opened for inspection at the Town Planning Section of the Swakopmund Municipality, corner of Rotersky & Dorsal Karabe Street and at Stewart Planning, 122 Sida-Narobai Avenue, Weltevye Bay, a full electronic copy can be requested from Ms Melvina Koon, melvina@stewartplanning.co.na
- (b) Any person having comments/objections to the application may, in writing, lodge such objections/comments together with the grounds thereof with the CEO of the Swakopmund Municipality and with Stewart Planning.
- (c) Written objections must be submitted before or on **17:00 Thursday, 21 November 2024**.

Local Authority
Chief Executive Officer
Municipality of Swakopmund
P.O. Box 53 Swakopmund
info@swakopmund.na
(064) 634401

Applicant
Stewart Planning
Town & Regional Planners
P.O. Box 2095, Weltevye Bay
info@stewartplanning.co.na
(064) 283 773



11.1.22 **APPLICATION FOR CONSENT TO OPERATE A PLACE OF AMUSEMENT - LIVE MUSIC ON ERF 317, SWAKOPMUND**
(C/M 2025/02/27 - E 317)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **8.8** page **170** refers.

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

1. Purpose

The purpose of this submission is for Council to consider the special consent application for the operation of a place of amusement on Erf 317, Swakopmund Proper.

2. Introduction and Background

An application for consent to operate a place of amusement for live music on Erf 317, Swakopmund Proper was received by the Engineering and Planning Services Department from Van Der Westhuizen Town and Planning & Properties CC on behalf of their client Altstadt Restaurant CC. The application is attached as **Annexure A**. Erf 317, Swakopmund Proper is zoned "general business" and is located in the central business district (CBD) along the corner of Anton Lubowski and Hendrik Witbooi Street. **(See map below).**

On the 13th February 2024, a joint site inspection was conducted on Erf 317, Swakopmund by municipal officials of different departments, attending to grievances lodged with the Municipality of Swakopmund by the neighbouring property owners of the adjoining properties.

As a result of the investigation, a letter dated 11th March 2024 was served to the owner(s) of Erf 317, Swakopmund informing on various issues pertaining to health section, building plans, parking and wastewater just to mention a few, that should be resolved.

Furthermore, it was discovered that live music performances take place on the site for which approval was not granted. The applicant was advised to apply for consent in terms of Clause 6 of the Swakopmund Zoning Scheme and to suspend noise emission in terms of section 56 of the Public and Environmental Health Act, 2015. It is against this background that the application is submitted as live performances are considered under the definition of a "place of amusement", for which provision was not made.



Map: Erf 317, Swakopmund

3. Swakopmund Zoning Scheme Provisions

According to the Swakopmund Zoning Scheme, a place of amusement is defined as

"any building or land where persons congregate for amusement or for social, recreational or sporting purposes and where an admission fee is generally levied and includes a night-club/ discotheque, restaurant where entertainment is provided".

4. Advertisement

The proposed consent was advertised in the Republikein Newspaper on the 13th and 20th September 2024. A notice was also placed on the Municipal Notice Board and on site. The neighbouring property owners were requested for comments. The closing date for objections or comments for the proposed activity was the 11th October 2024. By the closing date for objections, a total of 13 objections against the proposed activity were received.

Proof of advertisement as well as the site notice is attached as **Annexure C**.

5. Discussion

5.1 Objection

A total of 13 objections pertaining to the proposed consent for the place of amusement for live music were received from neighbouring properties and general public. These objections have been outlined below:

1. Erf 435, Swakopmund

- Brings a lot of noise and rowdy behaviour after hours into the neighbourhood.

2. Erf 619, Swakopmund

- If there was no previous registration for a place of amusement, how much more noise is to be tolerated when this is granted.
- Altstadt has no sound proofing. The last old years eve was so loud and someday within a kilometer distance was able to escape the noise.
- There should be no places of amusement in residential areas.

- The same applies to Desert Tarven and Sound Garden that have live music without being registered for places of amusement.
- Not much point in having the registration if nobody wants it.

3. Erf 605, Swakopmund

- To much noise.

4. Erf 3541, unit 3

- Goes along with obnoxious laughing, chatting, music after workinh hours and weekends/ public holidays and its unacceptable to her as a direct neighbour.

5. Erf 3541, unit 8

- It has not been mentioned about when or which days or whether its during the day or at night and/or how long as occasional stated is not enough. Not sure what we would be consenting to.
- It is everyday including Sundays? Would it be 10 hours (12h00 to 22h00) of music/entertainment.
- City police is supposed to enforce noise control and disturbances, are not able to and are bribed or not willing to enforce the laws.
- Many drunkards frequent the streets around such places, using corners and lamppost as ablutions. And shout around, disturbing the peace and irritating all dogs in the area.

6. Erf 604, Swakopmund

- Bought private house to live in a quiet area and surrounding without constant noise.
- Should remain/stay a family restaurant
- They own a self-catering for tourists and the noise experienced on Saturdays is not acceptable for their clients and them as pensioners.

7. Erf 485/1, Swakopmund

- The establishment is located in purely residential area.
- Contravention since being established in 2018 which includes offering live music regularly without consent. This based on the numerous complaints lodged and not just them but other residents in the area that were severally inconvenienced by their unconsented activities for the last 6 years.
- Law enforcement has had to attend regularly.
- On more than one (1) occasion there has been fireworks within the Municipal areas which was ignored by Altstadt by firing fireworks in their garden on new years eve.
- Municipality has only recently started to enforce regulations, and it already has a positive effect on the well-being of the neighbourhood.
- In a letter dated 25 June 2024 issued to the applicant from the Municipality prohibiting them from having live music as they have no consent. However, despite that notification they proceeded to plan yet another live music event for Saturday 7 September 2024. After threats by the municipality to shut the event down, was the live music postponed.
- Besides the bisturnabce of peace by live music and other entertainment offered, these events always lead to other inconveniences as well, such as illegal parking on pavements in the surrounding area and in front residents driveways. The current parking arrangements are still not compliant to the Town planning Scheme after more than six years and is only being scrutinised now.

- *Despite their intentions stated in the application, Altstadt has clearly demonstrated many times previously and recently that they do not abide by regulations and restrictions and with consent as "place of amusement" they would have consent to have live music daily until 02:00 in the morning, according to the conditions of their Liquor License.*
8. **Erf 425, Swakopmund**
 - *Disturb sleep and peace in our residences.*
 - *Music has been blaring out of speakers at such volumes is totally unacceptable.*
 - *Traffic noise is enough, and their bedroom is in the direction of the restaurant with no obstruction in between.*
 9. **Erf 602, Swakopmund**
 - *Leave down the road from the applicants' establishment and music disturbs all residents living close by.*
 10. **Erf 372, Swakopmund**
 - *Noise pollution - live entertainment in a garden is highly problematic as it should be in an acoustically appropriate indoor space.*
 - *Time - no indication given i.r.o intended hours of such events.*
 11. **Erf 3541, Swakopmund**
 - *Intended noise (loudness) and business hours are not clearly stipulated.*
 - *No live music beyond 22h00 and none on Sundays.*
 12. **Erf 3541, Swakopmund unit 6**
 - *The application is unclear, e.g hours, days, etc.*
 - *Would not agree to any live music or loud music on Sundays.*
 13. **Erf 603, Swakopmund**
 - *Place of amusement can generate significant noise from music, and crowds disrupting the peace in nearby residential areas.*
 - *Safety hazards, a higher risk of crime, vandalism and increased litter might impact property values.*
 - *Parking is already a problem with current restaurant, noisy drunk people park in front of houses.*
 - *A decline in the overall quality of life of residents due to increased commercialization and a shift in the neighbourhood's character.*

The objections are attached as **Annexure B**.

5.2 Applicant's response to the objection

The applicant responded to the objection in the submission to Council where they addressed the concerns of the objectors. The response has been summarised below and attached as **Annexure A**.

- *The applicant is discrediting and stated that some objections fail or are not supported on the basis that the erven are situated blocks away from the applicant's property and that there are streets and other properties in between.*
- *The objection is wide and with unsubstantiated statements with no merits. Laws are in place and enforced where necessary. Objector is making*

serious claims against public officials without providing the relevant evidence in support of such statements.

- Some objectors were influenced by the owner of Erf 485/1, Swakopmund as he forwarded the documentation of Erf 485/1, Swakopmund along with his objection.
- The averment that live entertainment in the garden would be highly problematic due to the noise pollution is just a suspicion and not substantiated.
- There is just as much noise from the traffic and no proof that the sound from the intended live entertainment would negatively impact the objecting properties.
- In terms of the intended hours, the occasional live music is not intended to surpass 18h00 on any given day. The live music is not planned for everyday of the week and it will not be a full band just one- or two-persons providing background music to the restaurant patrons.
- The character of the restaurant is that that the people visit such establishment to eat and converse, thus live music would not be so loud to disturb conversations of guests. The establishment does not intend to become a club with loud music and dancing but rather just provide background live music by a local artist.
- Much closer neighbouring properties to the applicant's erf do not complain of possible disturbances by music.
- Objector cannot generalise and aver that the intended music which is not yet supplied disturbs all residents living close by.
- The establishment has security guards outside to protect the establishment and its patrons against unpleasant behaviour.
- Ample parking is already available in the surrounding area. Security guards on duty will ensure that patrons do not obstruct private driveways or entrances.
- The only additional activity now is providing live entertainment during the day, the capacity will remain the same.
- Property is situated in the CBD and majority of properties in this area constitute mixed use. With about 4 other properties zoned general business, numerous general residential and institutional erven around.
- There is no evidence that patrons of Altstadt urinate, litter, throw up or commit traffic violations in the neighbourhood or adjoining properties. Such behaviours would not be tolerated by management of the establishment. Patrons can consume alcohol on the premises until the end of the business hours as stipulated by their liquor License.
- Objectors did not supply any proof of past disturbances, and none were reported by the Municipality.
- Residential properties within the CBD will all disappear in the near future. The need for growth and the expansion of the economy will as a matter-of-fact place pressure on lower intensity uses to change to higher intensity uses.
- No proof provided that the noise on Saturdays can be attributed to the activities of Altstadt Restaurant. Given that both the applicant and the objector are situated within the CBD it is logical that the area will be busier and noisier than the purely residential area. Property owners should make peace with the fact that the area will definitely change in the near future. The whole CBD should be treated the same.
- The applicant lastly stated that Erf 604, Swakopmund enjoys business activities on a single residential zoned property. Thus displays the natural transformation from residential to business.

5.3 Evaluation

Although both the objectors and the applicant have made some valid arguments, note should be taken that the purpose of the central business district (CBD) is to provide a centralized and condensed space for businesses to operate. This is why a concentration of office buildings, banks, places of amusements and other businesses are often found and established in the CBD.

The CBD is an area of densely concentrated with commercial activities that forms the core of economic and population density. CBDs have been the national productivity powerhouses for decades but have been sorely challenged by COVID-19 shutdowns as well as developments elsewhere in the towns and Swakopmund is of no exemption. It is therefore important, that after these effects, the Swakopmund CBD can reclaim its economic role by reviving the life of the city centre as is promoted by the Swakopmund Structure Plan 2020-2040.

To achieve the above-mentioned aspects and characteristics, whilst taking into consideration the objectors concerns, it is suggested that several mitigating factors be put in place.

Permanent security staff were employed for the monitoring of customers and their vehicles. The suggested live performance operating time slots are in line with the normal working hours. The workforce and the upliftment of the town through this venue that can be enjoyed by locals and tourists.

Although the Swakopmund Zoning Scheme makes provision for the operation of a place of amusement by consent on sites zoned "general business", the complaints received from objectors are valid and should be taken into consideration, even though some objections may be generic. The applicant has repeatedly mentioned that some of the objectors have been influenced by others, however, note should be taken that anyone (immediate neighbours, locals and outsiders) is entitled to comment or object irrespective of where the information came from as notice are also published in the newspapers, on-site and on the Municipal notice board.

The main concern from the objectors has been the noise factor, and the applicant stated that the loudness of the music is merely to provide a soothing background for the restaurant patrons and not loud music as a typical club. The applicant has also mentioned that the live music performances will be restricted to no later than 18h00 and no live music on Sundays as stated by the applicant.

The application for the proposed place of amusement can therefore be considered provided that the applicant should be able to prove that indeed noise proofing has been done and/or a report by a certified sound engineer to that effect has been submitted to both the Engineering and Planning Services Department as well as the Health Services and Solid Waste Management Department.

The applicant should also confirm in writing that they will not host live music after 18h00 and potential frequencies of performances.

6. **Parking**

Prior to the completion of the development on Erf 317, Swakopmund, Premier Construction cc submitted a letter to the Municipality dated 8 August 2018. In this letter, they applied to alter the parking area in front of the restaurant to 45-degree parking. they mentioned that these parking's be

permanently allocated to the erf (on a lease basis) and that all siteworks will be on their account.

This application was brought about the lack of on-site parking on the erf as stipulated in the Swakopmund Zoning Scheme. Erf 317, Swakopmund is zoned "general business" which requires one (1) parking per 33,33m² of floor area developed.

An in-principal approval by the acting CEO was granted in response to the above letter as per the approval letter dated 20 August 2018 (attached hereto as **Annexure D**).

However, note should be taken that this application was not presented to Council for their consideration. It is as a result thereof, that this matter has been brought forth to have Council relax the parking requirements applicable to the zone as stipulated in the Swakopmund Zoning Scheme Clause 8.20.3, which states the below:

8.20.3 Notwithstanding the provision of this Scheme, the Council may relax the parking requirements applicable to any zone and enter into a written agreement with the owner of the site concerned whereby the owner shall:

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

The current development on Erf 317, Swakopmund requires that the facility makes provision for 11 on-site parking bays, however none have been provided. The applicant in their letter dated 8 August 2018, have proposed occupying 14 on street parking bays (see **Annexure D**).

Therefore, Council is hereby requested to relax the requirements as per the above point 8.21.3 (a) and grant the applicant a chance to enter into a lease negotiation with Council to finalise the leasing of the 14 street parking bays as per their application.

Although, it is not a norm for the Corporate Services and Human Capital Department to lease street parking, this one exception can be made as the street parking's are right in front of the establishment and will be used whether Council charges or not. In addition, parking in the CBD has been a big challenge for many existing establishments.

As a result thereof, it be recommended that Corporate Services and Human Capital Department to prepare and provide the applicant with necessary documentation to finalise the lease agreement.

7. Conclusion

The proposed consent for a place of amusement on Erf 317, Swakopmund Proper is foreseen to have a negative impact in terms of noise pollution on the area as a whole and to neighbouring properties.

However, until or unless corrective measures have been implemented as the setup of the establishment is that of outdoor nature and the sound system to be utilised is unknown. The application should therefore be supported on condition that the applicant is able to submit proof of sound proofing technics, parking lease agreement to be finalised and live performance schedule to be made available.

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

- (a) **That consent to operate a place of amusement on Erf 317, Swakopmund Proper, be approved subject to the submission of a report that is to the satisfaction of the General Manager: Engineering and Planning Services Department as well as General Manager: Health Services and Solid Waste Management certifying that the area from which the proposed live performances will be conducted from is soundproof,**
- (b) **That once (a) has been complied with, approval be granted subject to the following conditions:**
- ***That the owners of Erf 317, Swakopmund, provide the operating schedule and hours stipulating that no live performances after 18h00 and excluding Sundays.***
 - ***That Council reserves the right to cancel a consent use should there be valid complaints.***
 - ***That the applicant must operate within the Swakopmund Zoning Planning Scheme provisions.***
 - ***That consent is not transferable.***
 - ***That the applicant finalizes the lease agreement for parking space with Corporate Services and Human Capital in order to have sufficient parking provided for the development or the applicant to propose an alternative site close to the establishment to accommodate the parking for their establishment.***
 - ***That no on-street parking outside the 14 mentioned parking bays will be tolerated.***
- (c) **That the objectors be informed of Council's decision and his right to appeal to the Minister against Council's Resolution in respect of resolution (a) above in terms of Clause 8 of the Swakopmund Zoning Scheme within 28 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry of Urban and Rural Development, as well as Council within the said period.**
-

[Handwritten Signature]

TOWN PLANNING & PROPERTIES

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Email: info@swakopmund.na

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

21 October 2024

Dear Sir,

APPLICATION FOR "CONSENT TO OPERATE A "PLACE OF AMUSEMENT" ON ERF 317, SWAKOPMUND.

Application is herewith made, on behalf of the registered owner/s of Erf 317, Swakopmund, Altstadt Restaurant CC, for consent to operate a Place of Amusement from Erf 317, Swakopmund.

1. LOCALITY

Erf 317 is located along Hendrik Witbooi Street in, Swakopmund Proper (**Annexure A**). The property is located in a well-established mixed-use area consisting of both business and residential nature.

2. ZONING AND ERF SIZE

The property is zoned as General Business and currently accommodates the Altstadt Restaurant. The property measures approximately 1003m² in extent and is situated in what is identified as the Central Business District or CBD in short.

In terms of the Swakopmund Town Planning Scheme, under the consent use provisions for the relevant zoning, it makes provision for the owners of the property to apply for a place of amusement license.

3. ACCESS TO THE PROPERTY

Currently the property is accessible from two streets being Anton Lubowski Avenue and Hendrik Witbooi Street. Due to the fact that the property is already occupied by a well-established business, there is no need to amend the current access points. Any additional access requirements that might arise in future shall be communicated to the Swakopmund Municipality for consideration.

4. PARKING

With regards to the parking on the property, which is also a concern to the neighbouring property, please be advised that there is as part of this application a submission from the Engineering

Department. The parking issue was previously dealt with by the Municipality and is only to be concluded and as such we will not deliberate on the matter.

5. INFRASTRUCTURE

The property is already connected to the existing infrastructure, any possible future needs shall be communicated to the relevant institutions in this regard. It is not foreseen that the intended application for a Place of Amusement will have any significant impact on the existing infrastructure.

6. ADVERTISEMENTS

Advertisements for the consent use for Erf 317 Swakopmund, was placed in the Republikein, on the 13th & 20th September 2024 (**Annexure B**). The closing date for objections was on the 11th of October 2024. Neighbouring properties have also been requested for comments. Attached please find copies of letters to neighbours via registered post and objections received. (**Annexure C**). A Notice was also placed on the Erf and on the Municipal Notice Board for public comments (**Annexure D**). By closing time for objections, a total of 12 objections were received against the proposed application (**Annexure E**).

7. OBJECTIONS AND RESPONSES FROM NEIGHBOURING PROPERTIES

The closing date for objections and responses/comments was on the 11th of October 2024. By the closing of the objection period, 12 objections were received (**Annexure E**), 8 properties responded by offering their support (**Annexure F**), and 2 properties did not respond to the notice.

Annexure G indicates the objecting properties in red and those in support of the application in yellow.

We wish to point out that the owner of Erf 485/1 in our opinion has a personal vendetta against the owners of Erf 317. We state for the record, and as a matter of fact, that Mr Poser did in fact instigate a number of the objections by influencing them to support his narrative. We have, due to our prior knowledge of Mr. Posers infatuation with Altstadt, sent him the consent letter first via email to exactly prove this point. Mr Poser forwarded his notice to numerous people in an attempt to gain support for his personal crusade against Altstadt and the owners.

We have noted that 4 of the objections received contained a copy of the official notice sent to Mr Poser. The evidence points to the fact, that without a doubt, that these objectors were influenced by Mr Poser. The objection of Erf 602 was also received before the official notices were sent to the rest of the properties, meaning that they had to be informed by "someone". The true nature of the extent that Mr Poser went to obtain support we can only assume went much further than the support obtained by him.

The questionable objections that were received are as follows:

Erf 425, (situated 2 blocks away)
 Erf 372, (situated 2 blocks away)
 Erf 603, (Situated across the street)
 Erf 602, (Situated 60m away, Across the street), and
 Erf 435, (situated 3 blocks away).

Other objections Received:

Erf 485/1, (Direct neighbour to the West, Mr Wilfried Poser)

Erf 3541, Unit 8, (Situating App. 50m away with 2 houses in between, Mrs Britta Lohrke)
 Erf 3541, Unit 6, (Situating App. 50m away with 2 houses in between, Mrs Anika van der Vaart)
 Erf 3541, Unit 3 (Situating app. 50m away with 2 houses in between, Ms I. Scholz).
 Erf 604, (Situating across the street, Family Garbade)
 Erf 619 (not notified, as this property is not in the immediate neighbourhood, M. Brand)
 Erf 605 (situating across the street, Mr H. Hoffmann)

We wish to point out that 3 of the objections received, being Erf 425, Erf 435 and Erf 372, are not neighbouring properties, but are situated more than one block away from the applicant property and as a matter of fact were influenced by Mr Poser. This is evident in the objection document received.

However, as the objections offered by these 3 properties are similar to those of the other neighbouring properties, their objections will be included as part of the required process.

The intentions have received the support of the following 8 erven in the area (**Annexure G**):

Erf 614, (Situating 3 properties to the north, Mr. Harold Kolb)
 Erf 316, (Direct northern neighbour, Mr. Werner Gossow)
 Erf 618, (Situating 3 properties to the South, Mrs Steffi Kreiner)
 Erf 3661, (Across the street Eastern side, Mrs. Verena Franclik)
 Erf 3660, (Across the street Eastern side, Mr. Reinhard Kubirske)
 Erf 313, A (Across the street Eastern side, Mr. Erich Weiss)
 Erf 606, (Across the street Southern side, Mr. Goeffrey Gird)
 Erf 325, (Situating a block away, Mr. Armin Manfred Fritsch)

Erven that did not respond to our Notice (no objection):

Erf 315, (Situating 2 properties to the North, Messer EE KAHL)
 Erf 485, (Situating 2 properties to the West, Messer S Sander).

We take note of the objections, but taking a look at the attached Plan (**Annexure G**), you will note that a number of the objections received are situated rather significant distance away from Erf 317 and will not be affected by the intentions of our client. Numerous properties being direct neighbours gave their support in them matter, these are marked in **Yellow**.

We also take note of the fact that 5 of the objections received were coerced by Mr. Poser, as it is evident from the documentation received.

Taking the above into consideration, "those in favour" of the proposed intentions amount to a total of 10, and those "Against" a total of 12, of which at least 5 is questionable due to the actions of Mr Poser.

Taking the above figures and facts into consideration, excluding the questionable coerced objections, then approximately 60 % of the properties in the area are in favour of the application. It leaves one to question that, if Erven, 425, 372, 602, 435 and 603 were not coerced into forwarding objections, would any objections have been from these erven received at all?

It is our professional opinion that due to the actions of Mr Poser, in his personal crusade against Altstadt and the owners, he negatively influenced the application. Mr Poser has over time now proven himself to be a nuisance to both the owners of Altstadt and the Municipality and as such these actions should be noted by Council.

Below please find all of the objections with our comments thereto:

7.1. Objection received from Erf 425 (Messrs Linow) (not a neighbouring property, but responding to the notice that was sent to Erf 485/1):

"We are residents needing our rest and peace and not more noise in the area. We don't object against the operation of a restaurant but WITHOUT live music!!! We have enough noise from the traffic alone. Our bedrooms face in the direction of the restaurant with no obstruction in between."

Our response: Erf 425 is not a neighbouring property – in fact, it is situated 2 blocks away from the applicant property. The argument that the bedrooms face in the direction of the restaurant with no obstruction in between therefore needs to fail, as there are streets and other properties in between. The objection is a wide and unsubstantiated statement with no merits, and can therefore not be supported.

This objector was influenced by the owner of Erf 485/1, as he forwarded the documentation of Erf 485/1 along with his objection.

7.2. Objection raised by Erf 372 (Mr Jaco Wasserfall) (not a neighbouring property – but responding to the notice that was sent to Erf 485/1):

"Noise pollution: live entertainment in garden highly problematic – should be in an acoustically appropriate indoor space. Time: no indication given i.r.o intended hours of such events."

Our response: Erf 372 is not a neighbouring property – in fact, it is situated 2 blocks away from the applicant property. The averment that live entertainment in the garden would be highly problematic due to the noise pollution it would cause is therefore just a suspicion, and not substantiated. There is just as much noise from traffic, and no proof that the sound from the intended live entertainment would actually negatively impact the objecting property. With regards to the concern surrounding the intended hours of such events, such concerns can be allayed by the fact that such occasional live music as intended will not surpass 18h00 on any given day. It should also be noted that the live music is not planned for every day of the week, and it will also not be a full band, but just one- or two-persons providing background music to the restaurant patrons. As is the character of a restaurant, people visit such an establishment to eat and converse, and thus the live music would not be so loud as to disturb the conversations of visiting patrons. This establishment does not intend to become a club with loud music and dancing – the intention is to provide background live music by a local artist.

The objection with regards to possible noise pollution and the concern with regards to the hours of live music has, in our opinion, been allayed, and can therefore not be supported.

7.3 Objection raised by Erf 602 (Mr. Pascal Paulsmeier)

"Our tenants live down the road and the music disturbs all residents living close by".

Our response: This is a generalised statement, as it supposes that the music will disturb all residents living close by. Neighbouring properties (much closer to the applicant property) do not complain of possible disturbance by music. The objector cannot just generalise and aver that the intended music (not yet supplied) already disturbs all residents living close by. In any case, as stated earlier, the music will not be so loud as to disturb restaurant patrons in their conversations, so there is no argument that it will disturb residents living close by. Also, of importance to note is that the live entertainment will be conducted during the day until 18:00 only.

The objection is not supported as the objector fails to prove that their daily lives will be detrimentally impacted by the intentions of our client. The operating time requested are in line with normal working hours.

7.4. Objection raised by Erf 3541, Unit 8 (Mrs Britta Lohrke)

Objection 1: *"Intended noise (loudness) and business hours are not clearly stipulated. No live music beyond 22h00, and none on Sundays! It does not say when, which days, what hours, days or nights, or how long ("occasional" is not enough)".*

Our response: The "loudness" of the music has been addressed above. As stated, it will be music to provide a soothing background for the restaurant patrons, and not such loud music as typical of a dance club. With regards to the hours when live music will be presented, hours will be restricted to 18h00. It should also be noted that the live entertainment will not be a daily occurrence.

Objection 2: *What days? Would 10 hours (12h00 to 22h00) of loud (or not so loud) music or entertainment not be very disturbing, if you actually stay close by?*

Our response: This objection has been addressed in the discussions above.

Objection 3: *City police, or whoever is supposed to enforce noise control and disturbances, are not able to, and are bribed and not willing to enforce the laws.*

Our response: This is a generalised and unsubstantiated objection, which must be rejected. The laws are in place and enforced where necessary. The objector is also making serious claims against public officials without providing the relevant evidence in support of such statement.

Objection 4: *Many drunkards frequent the streets around such places, using corners and lampposts as ablutions. And shout around, disturbing the peace and irritating all dogs in the area.*

Our response: Again, this is a general and unsubstantiated averment/observation. The applicant establishment is not a night club where drunkards hang out, shout or urinate. In fact, it has security guards outside to protect the establishment and its patrons against such unpleasant behaviour. There are therefore no grounds for this objection.

Objection 5: *Parking for any 'big events' at Altstadt would definitely affect us on the southern side of Strandperle complex.*

Our response: Ample parking is already available in the surrounding area. Security guards on duty will ensure that patrons do not obstruct private driveways or entrances.

Note should be taken of the fact that the establishment can only allow a certain amount of people due to the set seating arrangement of the establishment. Numerous nights the establishment is fully occupied with guests enjoying a meal there. The only additional activity now is providing live entertainment during the day. The capacity will remain the same.

The reason for objection can therefore not be supported.

Objection 6: *Travelling noise would affect us. Proof are the Sound Garden and Desert tavern that are much further away. Parts of Altstadt erf 317 are nearly bordering the Strandperle erf i.e. nearly directly bordering the back wall of our garages. Noise travels and has been over X-mas periods. If at all allowed, Altstadt would have to enclose their areas by roofs and sound proof structures, to alleviate complaints and petitions of houses in the wider area even.*

Our response: From a detailed satellite map it is clear that the averment referring to close proximity "nearly directly bordering" is not relevant. The parking garages referred to are not bordering the applicant property, and sound would not have an effect on the area where the garages are situated.

The objection cannot be supported.

Objection 7: *"A noisy neighbourhood would also lose its attraction and property values"*.

Our response: The neighbourhood area already has other restaurant establishments with live music. Therefore, the applicant establishment's proposed live music occasionally would not cause the neighbourhood to become noisy or cause neighbourhood properties to lose its attraction and value.

As a matter of fact, the mere rezoning approval of 317 from Single Residential to General Business has already increased the property values of surrounding properties. The consent use applied for is a limited use during what can be considered as working hours and will not negatively affect property values.

7.5. Objection raised by Erf 3541 Unit 6 (Mrs Anika van der Vaart)

Objection 1: *"The application is unclear, e.g. hours, days, etc. Would not agree to any live music or loud music on Sundays."*

Our response: As mentioned above, when live music is provided to the patrons of the establishment, it would only be until 18h00. Live music is not planned for every day, but occasionally. As also pointed out above, the music will not be so loud as to be harmful or disruptive, as restaurant patrons visit the establishment to eat and converse. The live music will therefore not be of such a nature that it could be considered as disturbing sounds which would adversely affect the health and well-being of people in the immediate vicinity.

This objection not supported.

7.6. Objection raised by Erf 485/1 (Mr. Winfried Poser)

It is prudent to note that Mr Poser, objecting for Erf 485/1, is not permanently residing on said property. From correspondence it seems that he visits Swakopmund a few times a year, for example in May 2024 he arranged with the Municipality that he would be at said property only in August of 2024. The objections received from Mr Poser raise the following concerns:

Objection 1: *"Allstadt Restaurant CC is located in a purely residential area. All its direct neighbours are residential properties, as are all properties in surrounding area."*

Our response: This statement by the objector is incorrect. Both the applicant property and the objecting property are situated in the Central Business District. The majority of properties in this area constitute mixed use. In the same block as the 2 relevant properties are 4 other properties zoned as General Business, apart from the numerous General Residential erven and the Institutional erven. This objection has thus no merit and cannot be supported.

Objection 2: *"Besides the disturbance of peace by live music and other entertainment offered, these events always lead to other inconveniences as well, such as illegal parking on pavements in the surrounding area and in front of resident's driveways. The current parking arrangements are still not compliant to the Town Planning Scheme after more than six years, and are only being scrutinised now."*

Our response: Objection noted, but the situation concerning parking was dealt with by the municipality previously and will once again serve before Council to finalise the previous

arrangements that are still outstanding. The intentions of the client will not result in an increase of parking problems as stated by the objector due to the limited seating.

Objection 3: *"The consumption of liquor is promoted at these events with "Specials" on alcoholic beverages and this inevitably leads to intoxicated and unruly patrons from these events disturbing the peace in the neighbourhood later, e.g. littering inside properties in the area, urinating in public against our and other adjoining properties boundary walls and fences, throwing up in public spaces in the surrounding areas, and various traffic violations e.g. drunk drivers doing "doughnuts" in the unasphalted streets. These have been observed regularly in the past at events from Altstadt and also at other establishments."*

Our response: This is a generalised and unsubstantiated averment which offers no concrete evidence in its support. It seems to apply to behaviour in the past at other establishments to the future possible behaviour of patrons of the applicant establishment. There is no evidence that patrons of Altstadt urinate, litter, throw up or commit traffic violations in the neighbourhood or adjoining properties. In any case, such behaviour would not be tolerated by the management of the applicant establishment either, because it is unacceptable to them as well. The fact that there will be live music for entertainment for the restaurant guests does not mean that this establishment will now become a night club with drunkards visiting it.

Patrons can consume alcohol on the premises until the end of the business hours as stipulated by the Liquor License. People may consume alcohol in any quantity without the promotion thereof. The promotion of alcohol, as reverberated by the objector, should be seen in the same sense as a special or discount on products you buy at the grocery store. The concept is exactly the same.

This objection not supported.

Objection 4: *"...with consent as "Place of amusement", they would have consent to have live music daily until 02:00 in the morning, according to the conditions of their liquor license."*

Our response: A consent use is subject to revocation by Council upon finding valid transgressions. To purely deny the application based on speculation is not fair to the applicant. As a matter of fact, it can be stated that the Entertainment License being applied for will only operate until 18:00 on any day excluding Sundays.

The reason for objection is not supported.

Objection 5: *"Given the extent to which Altstadt's activities have disturbed the neighbourhood in the past, facilitating them as a "Place of Amusement" would be hugely detrimental in the neighbourhood."*

Our response: The objector did not supply any proof of past disturbances, and none were reported to the Municipality. The only conclusion to be drawn here is the fact that the objector is trying to convince the audience about actions that have not taken place to the extent as expressed,

We have noted from the various communications between Mr. Poser and other parties, that Mr. Poser is quick to bring up the Swakopmund Town Planning Scheme and its provisions against our client.

We have conducted a site visit and found that Mr. Poser residential home looks far worse than the general appearance of Altstadt. You will note from the picture inserted below that it is fair to say that Mr. Poser's should first attend to his own home rather than be concerned with the owners of Altstadt.

In fact, it can be argued that the mere sight of Mr Posers residence detracts from the visual quality projected by Altstadt.

In terms of the **Swakopmund Town Planning Scheme No. 12 Page 52, Clause 8: Duties & Powers provision 8.2: Removal of Injurious Conditions it states the following:**

8.2.1. "Where the amenity in any area is adversely affected by the condition of any building, land or erf, garden or by any activity taking place in the area, the Council may serve notice on the responsible person requiring him, within a specified period of not less than 28 (twenty eight) days from the date on which notice was served, to take such action as is necessary to eliminate the source of annoyance".

Such notice is served under Clause 8.4 of the Swakopmund Town Planning Scheme.

It is evident that Mr Poser is never in Swakopmund due to the unsightly residential home on Erf 485/1, that is apart from the graffiti on the wall that is an eyesore for the area. It is rather evident that the home is old and in need of some care. It can be argued that due to the visual nature of the home Erf 485/1 and the fact that it is empty most of the time it attracts vagrants and wrong elements.

Taking the above into consideration, it is recommended that Mr Poser be notified to attend to the visual appearance of his property as a matter of urgency.

We also don't foresee that Mr Poser will be affected negatively by the intentions as he is very seldomly in Swakop as it appears and the chance of an event during the day when he is here is also highly unlikely.

7.7. Objection raised by Erf 603 (Harold Schmidt)

It must be noted that this objection was e-mailed to me together with the notice sent to Erf 485/1, which indicates that the Erf 603-objection was influenced/instigated by Erf 485/1. The following concerns were raised in the objection by Erf 603:

Objection 1: "Place of amusement can generate significant noise from music and crowds, disrupting the peace in nearby residential areas."

Our response: This is a wide and unproven statement based on speculation, and therefore cannot be supported. It is the opinion that the objector is confusing the intention of our client with those of a nightclub that operates until the early mornings.

Objection 2: "Safety hazards, a higher risk of crime, vandalism (increased insurance costs) and increased litter might impact property values."

Our response: This is another unproven and wide supposition based on speculation, and should therefore be rejected.

Objection 3: "Parking already a problem with current restaurant, noisy, drunk people park in front of houses."

Our response: The issue around parking arrangements was already addressed by the Swakopmund Municipality and will be addressed again as part of this submission by the Municipality. It should be noted that security guards on duty at the applicant establishment ensure that patrons do not park in driveways or entrances of neighbouring properties. No proof is provided that patrons of the restaurant are drunk and noisy and park in front of houses.

It is our opinion that the reason for objection is nothing more than unsubstantiated claims and driven by the influence of another neighbouring narrative aimed at discrediting our client's establishment.

The objection cannot be supported.

Objection 4: *"A decline in the overall quality of life of residents due to increased commercialization and a shift in the neighbourhood's character."*

Our response: The applicant property, as well as the objecting property, is situated within the Central Business District. It is not a purely residential area, and therefore there will be a general trend towards more business zonings in the area.

As a matter of fact, residential properties within the CBD will all but disappear in the near future. The need for growth and the expansion of the economy will as a matter of fact, place pressure on lower intensity uses to change to higher intensity uses. The slow and steady commercialising of this area is imminent and cannot be stopped. If such intended natural growth is hampered or denied, the town will as a matter of fact stagnate and lean toward negative growth.

This objection cannot be supported.

7.8. Objection Raised by Erf 604 (Family Garbade)

These objecting owners, A and T Garbade, state that they did not receive "any information or letter from the Municipality or Mr. van der Westhuizen to react on the issue." This is simply untrue, as their notification was sent by registered post to them on the 16th of September 2024, as can be seen from the proof of registered mail attached herewith.

The following objections and concerns were raised:

Objection 1: *"We bought our private house before Altstadt came, to live in a quiet area and surrounding, without constant noise. Altstadt should stay as a family restaurant as registered."*

Our response: Both the applicant and the objecting property are situated in the Central Business District. Properties in this area constitute mixed use. In the same block as the 2 relevant properties are 4 other properties zoned as General Business. This objection has thus no merit and cannot be supported. The averment of "constant noise" is purely speculative and must be rejected.

Objection 2: *"We have a registered self-catering for tourists and the noise we have experienced on Saturdays is not acceptable for our clients and us as pensioners."*

Our response: No proof is supplied that the noise on Saturdays can be attributed to the activities of Altstadt Restaurant. As both properties are situated in the Central Business District, it is only logical that the area will be busier and noisier than a purely residential area. The property owners in the surrounding area should make peace with the fact that the area will indefinitely change in the near future. The CBD area should be dominated by commercial use and over time slowly phase out the remaining residential properties to change zoning and adapt to the surrounding, or make peace with the fact that the area around them is changing.

When the objector acquired the property, they should have been aware of the fact that the area is regarded as the CBD, meaning higher intensity uses and volumes of people. Just because you live a block away from numerous businesses does not mean that the area will not change around you. The whole of the CBD should be treated the same.

It is evident from the objection that Erf 604 already enjoys a business activity on a Single Residential property. This in itself displays the natural transformation from Residential Business. Due to the location of these erven, any of the owners in this area may apply for rezoning and as such will obtain approval.

The reason for Objection is not supported.

7.9: Objection received from Erf 435 (Ms. Gudrun Berens) (not a neighbouring property, but responding to the notice that was sent to Erf 485/1):

Objection: *"The restaurant is totally fine and I like it and the owners, but a 'place of amusement' brings a lot of NOISE and rowdy behaviour after hours into our neighbourhood."*

Our response: As already stated, there won't be after hours live music, as the occasional live entertainment will be restricted to 18h00, and would therefore not be the cause of noise and rowdy behaviour after hours in the neighbourhood.

7.10: Objection raised by Erf 619 (Ms. M Brand)

Objection 1: *"If there was no previous registration for place of amusement how much more noise is to be tolerated when this is granted? Altstadt has absolutely no sound proofing. The last old years eve was so loud that nobody within a kilometer distance was able to escape the noise."*

Our Response: The objector is making reference to one single incident on a day that the whole of Namibia celebrates the new year at their home and or restaurants and bars. To single out Altstadt is rather unfair taking into consideration what day such "supposed noise pollution" was caused. Taking into consideration where the objector lives it is safe to say that the objector could also have mistaken the noise from the establishments on and next to the Bungalows or even a home.

We once again reiterate the fact that the objector/s are situated within the CBD area and within a part of the CBD that has to and will change to higher intensity uses. This fact is inevitable if the Town of Swakopmund will have to expand in the Southern and Southeastern direction.

The objection is not supported.

Objection 2: *"There should be no places of amusement in residential areas, the same applies to Desert Tavern and Sound Garden that have live music without being registered as places of amusement. Not much point in having the registration if nobody checks it."*

Our response: the objector does not seem to understand that the area referred to as a "residential area" is in actual fact part of the Central Business District. It is also seen as a mixed-use area that will have more land use change adopted in the near future.

With regards to the comment pertaining Desert Tavern and Sound Garden, we are of the opinion that these establishments operate with the necessary approvals as the Municipality would not have approved their Business Registrations. We are of the opinion that these establishments along with future similar uses should as a matter of fact be established in this area to attract and encourage growth of the Business District of Swakopmund.

The objection has no substance and cannot be supported.

7.11. Objection raised by Erf 605 (Hattingh Property Investment CC)

Objection: *"Too much noise."*

Our response: This concern has been addressed throughout this document. It is not logical to aver in anticipation that the activities applied for will generate too much noise. The intended time of operation will be limited to 18:00 and will most probably be once or twice a month, maybe less.

The objection it seems is just a plain statement made by the objector without elaborating and arguing a specific point. No reason for the statement is provided and as such the reason for objection cannot be supported.

7.12. Objection raised by Erf 3541, Unit 3 (Ms Ingrid Scholtz)

Objection: *"A place of amusement goes along with obnoxious laughing, chatting, music (amplified by loudspeakers) generally after work hours, over weekends and public holidays, which is totally unacceptable to me as a direct neighbour."*

Our response: This is a generalised statement regarding a place of amusement. The occasional live music will not continue after 18h00, and therefore the argument that the noise after work hours will be disturbing, has been allayed.

The intended times of operation will as a matter of fact not interfere in the daily lives of the objectors or create an after-hour nuisance to the surrounding properties.

The objection is noted but not supported.

8. CONCLUSION

It is our professional opinion that the intentions being applied for will in no way negatively impact on the daily lives of the surrounding properties. We reiterate the fact that the Central Business District is not restricted to a few streets in midtown, but rather extends beyond erf 317, and as such is suitable for the intended use.

It is clear from the information above that not all objections can be taken at face value due to the fact that, in our opinion, the objectors were influenced by a single person to support his narrative.

The use applied for is a consent use and such can be withdrawn by Council, through the correct procedure, if and when valid complaints are received. It is always good practice to give the general public the benefit of doubt in these applications. Only once the use has proven itself to be a nuisance to the surrounding area may such consent from Council be revoked.

Council may, in giving its approval, lay down any condition it sees fit in regulating the use to limit the extent of its impact. In this case it is suggested that Council support the application of our client on condition that such entertainment only be done up to 18:00, excluding Sundays.

The operating times requested will in no manner interfere with the daily lives of the objectors as stated in this document. The requested consent and operating times correspond with normal working hours and as such will not have that much of an effect on the area surrounding the property.

Numerous property owners, direct neighbours and neighbours across the street have given their support for the application. Most of the objections stem from influence of Mr Poser as this is evident in the documentation.

There seems to be no justifiable reason not to approve the application of our client.

9. APPLICATION

Application is herewith made for Consent to operate a "Place of amusement" on Erf 317, Swakopmund, for the purpose of providing live entertaining and permission to operate during normal working hours until 18:00 pm excluding Sundays.

It is trusted that you will find the above Application for consent to operate a "Place of amusement" on Erf 317, Swakopmund, in order.

Yours Faithfully,



A R VAN DER WESTHUIZEN

TOWN PLANNING & PROPERTIES

PO BOX 1508
SWAKOPMUND - NAMIBIA
TEL: +264 54 122 110 W
FAX: +264 54 122 110
WWW.SWAKOPMUND.NA

CONSENT FROM ADJOINING OWNERS / NEIGHBOURS FOR BUSINESS REGISTRATION / CONSENT USE / SUBDIVISION / CONSOLIDATION / REZONING AND OR ENVIRONMENTAL CLEARANCE

I/We, Guidrun Berens the owner of Erf No: 435

Street Address	<u>26 Swakop Street</u>
Postal Address	<u>P.O. Box 239, Swakopmund</u>
Telephone No	<u>081 3155515</u>
Email Address	<u>guidruna@gecart.com</u>

am aware that an application for: special consent to operate a place of amusement from erf 317, Swakopmund

On Erf 317 by Messrs All-Street Restaurant cc

Is intended to be lodged ~~be lodged~~ at the Municipality of Swakopmund and our response is as follows:

NO OBJECTION

Signature of Owner

OBJECTION

Signature of Owner

(Please mark whichever is applicable in the block)

Against the proposed application intended by the applicant:

(If you have any objection against the said intentions then please stipulate your reasons / remarks below)

Reasons / Remarks		
<u>The restaurant is totally fine and I like it and the owners, but "a place of amusement" brings a lot of NOISE and rowdy behaviour after hours into our neighbourhood.</u>		
<u>[Signature]</u>	<u>Guidrun Berens</u>	<u>2/10/2024</u>
SIGNATURE	FULL NAME	DATE

(Please attach certified copy of I.D. to this document for verification of signature)



MUNICIPALITY SWAKOPMUND

(064) 4104421
0888519137

53 SWAKOPMUND
Namibia

Consent from adjoining owner/neighbours for Business Registration and/or Consent Use

M. B. LIND the owner of Erf 619

Street Address:	<u>Rhodes Place 32</u>
Postal Address:	<u>7680</u>
Tel No.:	<u>081 664 993352</u>
E mail Address:	<u>in namibia@gmail.com</u>

Am aware that an application for a piece of Amusement

on Erf 317 By Messrs Arvad has been applied for, at the Municipality of Swakopmund and have the following to respond:

No objection

Signature of Owner

Objection

Signature of Owner

(Please mark which ever is applicable in the block)

against the proposed consent use:

(If you have an objection please stipulate your reasons/remarks below)

REMARKS/REASONS

If there was no previous registration of piece of amusement then there is no issue to be resolved. Since there is a piece of amusement on the site it has been used in the past and it is not clear if it was ever registered. The council agrees to issue a permit for the amusement in residential area and the permit without any agreement for piece of amusement but must provide the registration of every article it.

SIGNATURE	FULL NAME	DATE
-----------	-----------	------

Contact Details: Tel. No / Cell Phone:

Please attach certified copy of Identity (signature) of the neighbour (owner of the erf).

Signature

Signature

1/10/24

TOWN PLANNING & PROPERTIES

PO BOX 1588
SWAKOPMUND, NAMIBIA

CONSENT FROM ADJOINING OWNERS / NEIGHBOURS FOR BUSINESS REGISTRATION / CONSENT USE / SUBDIVISION / CONSOLIDATION / REZONING AND OR ENVIRONMENTAL CLEARANCE

I/We, H. Hoffmann, Walling Property Investments CC the owner of Erf No.: 605

Street Address	<u>Notenkatte 27</u>
Postal Address	<u>P.O. Box 2005 Swakopmund</u>
Telephone No	<u>264-845 776 cell 281 22 2315</u>
Email Address	<u>hoffmann@wpi.com.na</u>

am aware that an application for: Occasional live entertainment, live music band service

On Erf 317 Swakopmund by Messrs Michael Restaurant CC

Is intended to be lodged be lodged at the Municipality of Swakopmund and our response is as follows:

NO OBJECTION

Signature of Owner

OBJECTION

Signature of Owner

(Please mark whichever is applicable in the block)

Against the proposed application intended by the applicant:

(If you have any objection against the said intentions then please stipulate your reasons / remarks below)

Reasons / Remarks
<u>to much noise</u>

[Signature]

SIGNATURE

Hans-Jörg Hoffmann

FULL NAME

12 Sept. 2024

DATE

TOWN PLANNING & PROPERTIES

PO BOX 1298
SWAKOPMUND, NAMIBIA
0900 000 000

CONSENT FROM ADJOINING OWNERS / NEIGHBOURS FOR BUSINESS REGISTRATION / CONSENT USE / SUBDIVISION / CONSOLIDATION / REZONING AND OR ENVIRONMENTAL CLEARANCE

I/We, Ingrid Scholz the owner of Erf No. 3541 ^{Unit 3} ^{Wolke} Swakopmund

Street Address	<u>34 Tobias Haiyeko</u>
Postal Address	<u>Box 1472</u>
Telephone No	<u>0914033594</u>
Email Address	<u>ille.scholz@gmail.com</u>

I am aware that an application for Special consent to open a Place of Amusement on Erf 317, Swakopmund

On Erf 317 by Messrs Alstadt Restaurant

Is intended to be lodged at the Municipality of Swakopmund and our response is as follows:

NO OBJECTION

Signature of Owner

OBJECTION

I. Scholz

Signature of Owner

(Please mark whichever is applicable in the block)

Against the proposed application intended by the applicant:

(If you have any objection against the said intentions then please stipulate your reasons / remarks below)

Reasons / Remarks
<u>A place of amusement goes along with obnoxious laughing, chatting, music (amplified by loudspeakers) generally after work hours, over weekends and public holidays, which is totally unacceptable for me as direct neighbour</u>

I. Scholz

INGRID F. SCHOLZ

2024-09-15

SIGNATURE

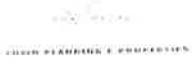
FULL NAME

DATE

(Please attach certified copy of ID to this document for verification of signature)

10/14/24, 9:41 AM

van der Westhuizen Town Planning and Properties Mail - Altstadt Restaurant cc



Andrew van der Westhuizen <andrew@vdtwp.com>

Altstadt Restaurant cc

1 message

Farm Onduno Garbade <onduno@gmail.com>
 To: andrew@vdtwp.com, swkmund@swkmund.com.na

Fri, Oct 4, 2024 at 4:29 PM

We Anka Ulla Garbade and Thodo Bernd Hermann Garbade the owner of Erf 604 Anton Lubowski Nr.27 are objecting against Altstadt Restaurant for a place of amusement. We bought our private house before Altstadt came, to live in an quite area and surrounding, without constantly noise. The Altstadt Restaurant should stay as an family restaurant as registered. We have an registered Self catering for tourists and the noise we have experienced on Saturdays is not acceptable for our clients and us as pensioners.
 .Kind regards
 Thodo and Anka Garbade
 Tel. 081 4477177
 Tel 081 2004262
 P S. We did not received any information or letter from the Municipality or Mr. van der Westhuisen to react on this issue.

Familie Garbade

P.O. Box 850
 Windhoek
 NAMIBIA

andrew@vdtwp.com

Mobil1: +264 81 3850399
 Mobil2: +264 81 6680361
 Telephone: +49-69-34871066

andrew@vdtwp.com

9/16/24, 8:34 AM

van der Westhuizen Town Planning and Properties Mail - RE: Notice of Intent: Place of Amusement Application Altstadt Erf 317...



Andrew van der Westhuizen <andrew@vdwtp.com>

RE: Notice of Intent: Place of Amusement Application Altstadt Erf 317, Swakopmund

1 message

W P <wpcool@live.com>

Wed, Sep 11, 2024 at 6:47 PM

To: Andrew van der Westhuizen <andrew@vdwtp.com>, "gerda@outdoorparadise.net" <gerda@outdoorparadise.net>, Johannes Heita <jheita@swkmun.com.na>
 Cc: Andre Louw <alouw@swkmun.com.na>, Johanna Angolo <jangolo@swkmun.com.na>, Clarence McClune <cmcclune@swkmun.com.na>

Good day Mr. van der Westhuizen and Mess. Louw and Heita and other esteemed Colleagues,

Your Notice of intent for the Consent Use Application was well received, please find our Objection attached.

@Andrew van der Westhuizen and @Johannes Heita

Can you please confirm receipt and also confirm that all required Documents attached are in order and fulfill your Requirements.

Best Regards

Wilfried Poser

From: Andrew van der Westhuizen <andrew@vdwtp.com>

Sent: Tuesday, 10 September 2024 07:49

To: wpcool@live.com

Cc: Andre Louw <alouw@swkmun.com.na>; Johanna Angolo <jangolo@swkmun.com.na>; Clarence McClune <cmcclune@swkmun.com.na>

Subject: Notice of Intent: Place of Amusement Application Altstadt Erf 317, Swakopmund

Good day Mr Poser,

Our Company was appointed by Altstadt Restaurant to apply for Consent to operate a Place of Amusement from Erf 317, Swakopmund. You are a direct neighbour and we herewith notify you of such intent.

Please see attached Notice for your attention. Should you have any further queries then please feel free to contact us.

Kind Regards,

Andrew van der Westhuizen



MUNICIPALITY SWAKOPMUND

(064) 4104421
0086519137

53 SWAKOPMUND
Namibia

Consent from adjoining owner/neighbours for Business Registration and/or Consent Use

we, Wilfried Poser / Gerda Roth the owners of Erf ... 485/1

Street Address: Anton Lubowski Str 28, Swakopmund
Postal Address: P. O. Box 9703, Windhoek
Tel. No.: W Poser 0811226021 / G Roth 081 128 7989
E-mail Address: wp@wp-pools.com / gerda@outdoorparadise.net

Am aware that an application for a Consent use as "Place of Amusement"

on Erf³¹⁷ By Messrs Altstadt Restaurant CC
has been applied for, at the Municipality of Swakopmund and have the following to respond:

No objection

Objection

Signature of Owner

[Handwritten signatures]

Signature of Owner

(Please mark which ever is applicable in the block)

against the proposed consent use:

(If you have an objection please stipulate your reasons/remarks below)

REMARKS/REASONS
Please see attached Annexure 1

[Handwritten signature]

Wilfried Poser / Gerda Roth

11/09/2024

SIGNATURE

FULL NAME

DATE

081 122 6021 / 081 128 7989

Contact Details: Tel. No / Cell Phone:

Please attach certified copy of identity (signature) of the neighbour (owner of the erf).

Annexure 1 to Objection for Consent Use as "Place of Amusement"
Application by Mess Altstadt Restaurant CC Erf 317 by Owners
W Poser and G Roth of Erf 485/1

Altstadt Restaurant CC is located in a purely residential Area. All its direct Neighbours are residential properties, as are all properties in surrounding area. We are one of the two directly adjoining Neighbours of the Restaurant.

Altstadt has been in Contravention of many Local Regulations incl. the Town Planning scheme since its inception in 2018. One of these contraventions has been offering live Music regularly, without Consent. These led to numerous Complaints from ourselves and other Residents in the area that were severally inconvenienced by their, at times unconsented, Activities for the last six years, with Law enforcement having to attend regularly. On more than one occasions the prohibition of Fireworks in the Swakopmund Municipal Area was ignored by Altstadt by firing Fireworks in their Garden on new years Eve, causing great Anxiety to pets in the Area. The Municipality has only recently started to enforce Regulations and it already has a positive effect on the well-being of the Neighbourhood.

Altstadt were officially notified in writing, as recently as 25 June 2024, by the Municipality of the prohibition of live Music as they have no consent for this. Despite that Notification they proceeded to plan yet another live Music Event for Saturday 7 September 2024. Only after threat by the Municipality to shut this event down by bringing in Law Enforcement, was the live Music postponed, not cancelled. Please see the evidence from their Facebook Page at the end, also substantiating the Claims of alcoholic Beverage "Specials" below.

Besides the disturbance of peace by live Music and other entertainment offered, these Events always lead to other Inconveniences as well, such as illegal parking on Pavements in the surrounding Area and in front of Residents driveways. The current Parking Arrangements are still not compliant to the Town Planning Scheme after more than six years, and are only being scrutinised now. The consumption of Liquor is promoted at these Events with "Specials" on Alcoholic Beverages and this inevitably leads to intoxicated and unruly patrons from these Events disturbing the peace in the Neighbourhood later, e.g. littering inside properties in the Area, urinating in public against our and other adjoining properties Boundary Walls and Fences, throwing up in public spaces in the surrounding Areas, and various Traffic Violations e.g. drunk Drivers doing "Doughnuts" in the un-asphalted Streets. These have been observed regularly in the past at Events from Altstadt and also at other Establishments.

Despite their intentions stated in the Application, Altstadt has clearly demonstrated many times previously and just last week again, that they do not abide by regulations and restrictions and with Consent as "Place of Amusement", they would have Consent to have live Music daily until 02:00 in the morning, according to the conditions of their Liquor License.

Given the extent to which Altstadt's activities have disturbed the neighbourhood in the past, facilitating them as a "Place of Amusement" would be hugely detrimental to the neighbourhood

Most of the above are well documented, also with the Municipality and such proof will be provided upon request.

SAT 7. SEP '24

Allstadt Restaurant

**SPRING
FRÜHSCHOP**

LIVE MUSIC POSTPONED

WELLWÜRSTE,
SAUERKRAUT & MASH

Allstadt Restaurant
SWAKOPMUND

DRAUGHT BEER SPECIAL N\$20.-
LUNCH SPECIAL N\$90.-

RESERVATIONS: +264 64 461 871 | +264 81 124 9507

9/16/24, 8:46 AM

van der Westhuizen Town Planning and Properties Mail - Objection to place of amusement consent erf 317

Andrew van der Westhulzen <andrew@vdwtp.com>

TO: ANDREW VAN DER WESTHULZEN
FROM: TOWN PLANNING & PROPERTIES

Objection to place of amusement consent erf 317

1 message

Seaside estates <seaside.estates16@gmail.com>
To: swkmun@swkmun.com.na
Cc: andrew@vdwtp.com

Wed, Sep 11, 2024 at 9:45 PM

Good day,

kindly find attached our objection to the application for a place of amusement at erf 317.

It is absolutely not in order to disturb our sleep and peace in our residences. The music has been blaring out of speakers at such volumes it is totally unacceptable. Our bedrooms face in that direction and our sleep is disturbed by this which causes a health risk - especially having a sick husband in the house already.

Asking you to respect the residential neighbourhood.

Kind regards

Birgit and Ralf Linow

Klaus and Hanne Linow

3 attachments



Papa ID.jpg
51K



gipf.jpg
61K

 **Notice of Intent Erf 485_1_WR Poser Linow.pdf**
687K



TOWN PLANNING & PROPERTIES

PO BOX 1598
SWAKOPMUND, NAMIBIA
Tel: +264 54 22 5000
Fax: +264 54 22 5001
www.townplanning.gov.na

CONSENT FROM ADJOINING OWNERS / NEIGHBOURS FOR BUSINESS REGISTRATION / CONSENT USE / SUBDIVISION / CONSOLIDATION / REZONING AND OR ENVIRONMENTAL CLEARANCE

I/We, Klaus Linow the owner of Erf No. 425

Street Address	44 Hendrik Witbooi str. , Swakopmund
Postal Address	Box 8243, Swakopmund
Telephone No	0812757827
Email Address	klinow@afol.com.na

am aware that an application for: place of amusement
.....
.....

On Erf. 317 by Messrs. Altstadt Restaurant CC

Is intended to be lodged be lodged at the Municipality of Swakopmund and our response is as follows:

- NO OBJECTION
Signature of Owner
- OBJECTION
Signature of Owner

(Please mark whichever is applicable in the block)

Against the proposed application intended by the applicant:

(If you have any objection against the said intentions then please stipulate your reasons / remarks below)

Reasons / Remarks
We are residents needing our rest and peace and not more noise in the area. We don't object against the operation of a restaurant but WITHOUT live music!!!! We have enough noise from the traffic alone. Our bedrooms face in the direction of the restaurant with no obstruction in between!

..... Klaus Hans Karl Linow 11.09.2024

SIGNATURE FULL NAME DATE

(Please attach certified copy of I.D. to this document for verification of signature)

TOWN PLANNING & PROPERTIES

FORM 101 - 2018

CONSENT FROM ADJOINING OWNERS / NEIGHBOURS FOR BUSINESS REGISTRATION / CONSENT USE / SUBDIVISION / CONSOLIDATION / REZONING AND OR ENVIRONMENTAL CLEARANCE

I/we, _____ the owner of Erf No. 137

Street Address: _____
 Postal Address: _____
 Telephone No: _____
 Email Address: _____

am aware that an application for _____

On Erf _____ by Messrs _____

is intended to be lodged at the Municipality of Swakopmund and our response is as follows:

NO OBJECTION Signature of Owner

OBJECTION Signature of Owner

(Please mark whichever is applicable in the block)

Against the proposed application intended by the applicant
 (If you have any objection against the said intentions then please stipulate your reasons / remarks below)

Reasons / Remarks

SIGNATURE	FULL NAME	DATE
-----------	-----------	------

(Please attach certified copy of ID to this document for verification of signature)

CONSENT FROM ADJOINING OWNER, ADJACENTOR FOR BUSINESS PURSUANT TO
CONSENT USE / SUBDIVISION / CONSOLIDATION / RESUBDIVISION AND THE
ENVIRONMENTAL CLEARANCE

DATE: 16 Feb 2025 Applicant: Wasserman Reference No: 25/22

Applicant's Name: Mr David Allen
Full Address: Box 24369, Windhoek
Telephone No: 081-124 7621
E-mail Address: daa@praxis.co

applicant has in application to CONSENT TO PERFORM A "SPACE OF AMUSEMENT" ON SITE OF SPACEMOUNTS

On this 23rd day of Feb, 2025 by ALAN REICHERT, OC

is intended to be lodged to the Mayor of the Municipality of Windhoek and our response is as follows:

NO OBJECTION

OBJECTION

Signature of Owner
[Signature]
Signature of Owner

(Please mark whichever is applicable in the block)

Against the proposed application intended by the applicant
(If you have any objection against the said information then please stipulate your reasons / remarks below)

Reasons / Remarks

- 1. Noise reduction: live entertainment in general, highly problematic - Sound, he is an acoustically appropriate indoor space
- 2. Time: no indication given i.e.o intended hours of such events

[Signature]

ALAN REICHERT 16 Feb 2025

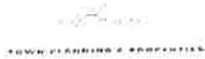
SIGNATURE

FULL NAME

DATE

9/24/24, 6:57 PM

van der Westhuizen Town Planning and Properties Mail - Fw, Objections to Altstadt "place of amusement"



Andrew van der Westhuizen <andrew@vdwtp.com>

Fw: Objections to Altstadt "place of amusement"

1 message

Britta Lohrke <humane-britta@hotmail.com>

Tue, Sep 24, 2024 at 2:46 PM

To: "andrew@vdwtp.com" <andrew@vdwtp.com>, "swkmun@swkmun.com.na" <swkmun@swkmun.com.na>

To whom it may concern,

This is to re-iterate the OBJECTION to Alstadt 'Place of amusement': (The space is too small to explain)

1. It does not say when, which days, what hours, days or nights, or how long ('occasional' is NOT enough!)
We actually do NOT know exactly what we would be consenting to
2. Would the hours of amusement be **any day**?
Or something like Friday, Saturday **AND** Sunday?
- Or even **EVERY** Friday and Saturday?
- Maybe **even on Sundays**?
- Would 10 hours (12h00 to 22h00) of loud (or not so loud) music or entertainment not be very disturbing, if you actually stay close by?
AGAIN What are we consenting to?
3. **City police**, or whoever is supposed to enforce noise control and disturbances, are not able to, and are bribed or not willing to enforce the laws.
4. **Many drunkards frequent the streets** around such places, using corners and lampposts as ablutions. And shout around, disturbing the peace and irritating all dogs in the area.
5. **Parking** for any 'big events' at Altstadt would definitely affect us on the southern side of Strandperle complex
6. We all know by now, that **noise travels**. It would definitely affect us: - Proof are the Sound Garden and Desert tavern that are much further away!
Parts of Altstadt ERF 317 are nearly bordering the Strandperle erf i.e. nearly directly bordering the back wall of our garages. Noise travels and has been over X- mas periods.
If at all allowed, Altstadt would have to enclose their areas by roofs and sound proof structures, to alleviate complaints and petitions of houses in the wider area even.
7. A noisy neighborhood would also **lose its attraction and property values** !!

I sincerely hope that our objections are seen as valid...

Kind regards
Britta Lohrke

...
K O S I E N C H A L A N D I E R S O P E R E S T E R S

100 BESS STR
SWAKOPMUND, NAMIBIA
TEL: +264 91 267 5126
FAX: +264 91 267 5127
WWW.SWAKOPMUND.NA

CONSENT FROM ADJOINING OWNERS / NEIGHBOURS FOR BUSINESS REGISTRATION
/ CONSENT USE / SUBDIVISION / CONSOLIDATION / REZONING AND OR
ENVIRONMENTAL CLEARANCE

Ww: Betta Lohke Resident
the owner of Erf No. 3541

Street Address: Swakoppele Unit 2 Anton Lubowski Str.
Postal Address: Post Box 9081 Eror Windhoek
Telephone No: +264 91 267 5126
Email Address: name - betta@hotmail.com

am aware that an application for: Consent to operate as a
place of amusement

On Erf 317 by Messrs Altstadt Restaurant

Is intended to be lodged be lodged at the Municipality of Swakopmund and our response is as follows:

NO OBJECTION

Signature of Owner

OBJECTION

Signature of Owner

(Please mark whichever is applicable in the block)

Against the proposed application intended by the applicant:

(If you have any objection against the said intentions then please stipulate your reasons / remarks below)

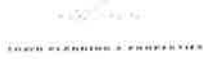
Reasons / Remarks
Intended noise (loudness) and business hours
are not clearly stipulated. No live music
beyond 22:00 and none on Sundays!

Betta Lohke Betta Lohke 23/9/2024
SIGNATURE FULL NAME DATE

(Please attach certified copy of I.D. to this document for verification of signature)

10/14/24, 9:28 AM

van der Westhuizen Town Planning and Properties Mail - Objection to Altstadt Place of Amusement



Andrew van der Westhuizen <andrew@vdwtp.com>

Objection to Altstadt Place of Amusement

1 message

Anika Van der Vaart <anikavandervaart@gmail.com>

Wed, Sep 25, 2024 at 2:01 PM

To: "andrew@vdwtp.com" <andrew@vdwtp.com>, swkmun@swkmun.com.na

Good day,

I'd like to herewith submit my formal objection to Altstadt's 'Place of Amusement' request, as the owner of Strandperle Unit 6, Anton Lubowski Street.

Please also find attached a certified copy of my ID.

Best Regards,
Anika van der Vaart

2 attachments

Objection Strandperle 6 -Altstadt.jpeg
681K



Anika Certified ID.jpeg
604K



TOWN PLANNING & PROPERTIES

PO BOX 1598
SWAKOPMUND, NAMIBIA

CONSENT FROM ADJOINING OWNERS / NEIGHBOURS FOR BUSINESS REGISTRATION / CONSENT USE / SUBDIVISION / CONSOLIDATION / REZONING AND OR ENVIRONMENTAL CLEARANCE

I/We, Harold Schmidt the owner of Erf No. 603

Street Address	25 Anton Lubowski Street
Postal Address	P.O.Box 90934, Klein Windhoek, 10012 NAMIBIA
Telephone No	+264811243876
Email Address	prestigeproperties.namibia@gmail.com

am aware that an application for: Place of Amusement

On Erf. 317 by Messrs. van der Westhuzden Town Planning

Is intended to be lodged be lodged at the Municipality of Swakopmund and our response is as follows:

NO OBJECTION

.....
Signature of Owner

OBJECTION

.....
Signature of Owner

(Please mark whichever is applicable in the block)

Against the proposed application intended by the applicant:

(If you have any objection against the said intentions then please stipulate your reasons / remarks below)

Reasons / Remarks
Place of Amusement can generate significant noise from, music, and crowds, disrupting the peace in nearby residential areas.
Safety hazards, a higher risk of crime, vandalism, (Increased Insurance Costs) and increased litter, might impact property values
Parking, already a problem with current restaurant, noisy, drunk people park in front of houses,

A decline in the overall quality of life of residents due to increased commercialization and a shift in the neighbourhood's character

..... Harold Schmidt

19 September 2024

SIGNATURE

FULL NAME

DATE

(Please attach certified copy of I.D. to this document for verification of signature)

LIST OF REGISTERED ITEMS POSTED



by Vinay D. Deshpande, Director of Planning and Research

Sender's reference no.	Addressee's name and address	Registration no.
1	Dr. Deshpande P. Box 4811 Mumbai, India	RR 015 204 481 NA
2	Dr. Deshpande P. Box 4811 Mumbai, India	RR 015 204 485 NA
3	Dr. Deshpande P. Box 4811 Mumbai, India	RR 015 204 504 NA
4	Dr. Deshpande P. Box 4811 Mumbai, India	RR 015 204 518 NA
5	Dr. Deshpande P. Box 4811 Mumbai, India	RR 015 204 521 NA
6	Dr. Deshpande P. Box 4811 Mumbai, India	RR 015 204 549 NA
7	Dr. Deshpande P. Box 4811 Mumbai, India	RR 015 204 552 NA

Slack no. 28054

Number of items 7

Received by M. K. Deshpande

Date-stamp

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



Market Watch

Republiken

Sim

Media in Zulu

5

Market Watch

Kleinadvertensies • Classifieds

SPERTYE: DEADLINES:

13:00 TWEE WERKSDAE VOOR PLASING
13:00 TWO WORKING DAYS PRIOR TO PLACEMENT

Geen advertensies sal telefonies aanvaar word nie.

TEL: 061 297 2175 FAX: 061 239 630
EMAIL: classifieds@synergi.com.na

No advertisements will be accepted telephonically.

Table with 2 columns: INHOUDSOPGAWE and CONTENTS. Lists various categories like Death Notices, Vacancies, and Legal Notices.

RATES & DEADLINES

Text detailing advertising rates and deadlines for various ad types and placements.

Vakatures Vacancies

VACANCY
Country Manager / Chief Operating Officer
An exciting opportunity for an experienced...

Vakatures Vacancies

FITTER AND TURNER
We are looking for a highly motivated and experienced...

Te huur To let

TO LET (CHORUS)
2 bedroom ground floor and garage...

Regskeningsgewings Legal Notices

IN THE High Court of Namibia
Mortgagee's Application for the Sale of Property...

Regskeningsgewings Legal Notices

IN THE High Court of Namibia
Mortgagee's Application for the Sale of Property...

WORLD JUMP DAY advertisement featuring a person jumping and promotional text.

Market Watch TO ADVERTISE CALL advertisement.

DO YOU NEED CASH?
We have a loan that can help you with your cash requirements...

IT IS NOT necessary for you to jump to get a loan...

DO YOU URGENTLY NEED CASH?
Get up to 75% of your vehicle's value in 45 minutes...

NOTICE
Please take note that the following is a notice...

NOTICE
Please take note that the following is a notice...

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Please take note that the following is a notice...

NOTICE
Please take note that the following is a notice...


TOWN PLANNING & PROPERTIESPO BOX 1598
SWAKOPMUND, NAMIBIA

Your Ref: ERF 317, SWK

ERF 315, SWAKOPMUND
EE KAHL
PO BOX 1875
SWAKOPMUND
13001

16 September 2024

Dear Sir/Madam,

NOTICE OF INTENTION IN TERMS OF CLAUSE 6 OF THE SWAKOPMUND TOWN PLANNING SCHEME NO. 12: SPECIAL CONSENT TO OPERATE A PLACE OF AMUSEMENT FROM ERF 317, SWAKOPMUND.

Please take note that Van Der Westhuizen Town Planning & Properties CC on behalf of our client/s, Altstadt Restaurant CC, herewith intends to apply to the Municipality of Swakopmund for the following:

- **CONSENT TO OPERATE A "PLACE OF AMUSEMENT" ON ERF 317, SWAKOPMUND.**

It is the intention of our client is to provide occasional live entertainment, one man band scenario, to guests visiting the existing restaurant. All activities related to the consent shall be performed in accordance with the provisions of the Swakopmund Town Planning Scheme No. 12 and Municipal Regulations.

In terms of Clause 6 of the Swakopmund Town Planning Scheme No. 12, it is required to notify neighbouring properties and provide them the opportunity to provide their comments/objections.

You are herewith formally notified of the intent of our client and urge you to provide your comments / objections to the proposed intentions on or before the closing date for objection as indicated below.

Any person having any objection against such application should lodge such objection/s or comment/s in writing within 14 days of the last newspaper publication to both the Chief Executive Officer of the Swakopmund Municipality and the Applicant during normal business hours. Closing date for objection/s or comment/s is 7 October 2024.

Should you have any further queries then please feel free to contact us directly.

Yours Faithfully,



A R VAN DER WESTHUIZEN

19.03.08

E 317

2



Premier Construction cc



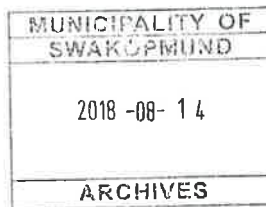
The Best Service
To Our Clients
With Integrity
And Excellence
Since 1998

To the Acting CEO
Municipality of Swakopmund
P O Box 53
Swakopmund
Namibia

8 August 2018

Attention: Mr. Marco Swarts

Dear Sir,



RE: APPLICATION OF OUTSIDE PARKING AT ERF 317, C/O HENDRIK WITBOOI STREET AND ANTON LUBOWSKI STREET, SWAKOPMUND

I refer to the meeting with the Engineering department management held (8/08/2018) regarding the above standing matter . We hereby apply for outside parking at erf 317 as per attached drawing. The cost for the siteworks will be to our's account.

We look forward to your favourable response

Yours sincerely

R W van der Plas
0811242519

15

11.1.23

HOSTING OF COUNCIL'S PUBLIC MEETINGS 2025

(C/M 2025/02/27 - 12/2/1/2/2)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **8.9** page **212** refers.

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

Introduction

This submission serves to seek approval from Council to proceed with the preparations and advertising of the Council's public meetings for the year 2025, well in advance.

Local Authorities Act 23 of 1992 states that:

Public meetings for purposes of discussion of matters of public interest

(1) Subject to subsection (1A), the chairperson of a local authority council -

- (a) shall convene at least three public meetings annually; and
- (b) shall convene, a meeting to which the public is invited for purposes of discussion of any matter of public interest contemplated in subsection (1A).

(1A) A meeting referred to in subsection (1) shall be convened by way of -

- (a) a public notice in any newspaper circulating within the local authority area; and (b) such other manner calculated to reach as many members of the public as possible, for purposes of discussion of any matter of public interest set out in the notice, and shall be held on such date and at such time and public place within the local authority area as may be determined by the chairperson and set out in the notice.

Based on the above, Council should host not less than four public meetings per annum to ensure the public is well informed on the decisions and actions taken by Council as well as discuss other matters of public interest.

Importance of Public meetings

Council's public meetings serve the critical purpose of providing a public forum for elected officials and citizens to join and discuss key issues to ensure the development of a strong and prosperous community.

The public meetings also serve the purpose of educating and informing the public thereby lessening the number of complaints brought up against Council. Therefore, all the General Managers and Managers must attend the public meetings to answer the questions inquired by the members of the public.

It is recommended that a registry of attendees be recorded at all public meetings. This measure serves the purpose of accurately recording attendance, fostering accountability, and encouraging active participation from our community members.

Every public meeting is to be chaired by an appointed Councillor as appointed by means of nomination.

To educate residents on safety and security including fire safety, it is required that Emergency & Law Enforcement makes a presentation to the community on fire safety, hazards, tips, and emergency procedures.

Representatives from the Namibian Police are to be invited to present on community safety, procedures, and enforcement of the law for crimes. This will be done to further increase the police presence in the community.

A representative from the Swakopmund Against Alcohol and Drug Abuse (SAADA) should be present at all meetings to provide guidance and support to community members regarding the issue of drug and alcohol abuse in our community.

A sign language interpreter should be available at all meetings to ensure inclusivity for residents with hearing impairments. Albertina Penoshinano Edegware, a Teacher-Interpreter from Swakopmund, is dedicated to bridging gaps in the Deaf community. She voluntarily interprets sign language at community events, emphasizing the need for equal opportunities outlined in the National Disability Council Act.

A representative from the Ministry of Health and Social Services, especially a registered Nurse or General Health Practitioner, should be invited to present to the public on general health and health services facilities in Swakopmund.

To ensure active engagement with the business community, a Swakopmund Business Breakfast Meeting will be hosted and will be chaired by the President of the Swakopmund Business Chamber. This meeting should be hosted at the MTC Dome (as per norm), and Council should contribute a total of N\$15 000.00 towards the venue and meals of the meeting. The Office of the Chief Executive Officer and the Swakopmund Business Chamber will be responsible for panels of discussion, agendas, invitees, and ticket sales for the meeting.

Public Meeting Organising Committee

The Council's Public Meeting Organising Committee, consisting of the following officials, is tasked with aiding in the preparations for the public meetings. Additionally, the officials serving during these public meetings will receive compensation for overtime worked, including officials who will be used for translation services.

1. Public Relations Officer
2. Corporate Officer: Marketing and Communications
3. Assistant: Marketing & Communications
4. Sports and Recreational Officer
5. Environmental Health Practitioner: Waste
6. Chief Fire Brigade
7. Personal Assistant: Mayor
8. Section Head: Solid Waste
9. Administrative Clerk
10. Wellness Officer/ SAADA Committee member
11. Animal Control Officer
12. Janitors
13. Road Graders; Works

- Officials prone to be changed (added or not required) based on the need and logistics required at the various public meeting venues.

Translators

- | | | | |
|----|---------------------|---|---------------|
| 1. | Mr Benneth Khaibeb | - | Khoekhoegowab |
| 2. | Ms Panduleni Shiimi | - | Oshiwambo |
| 3. | Mr Jefta Uvanga | - | Otjiherero |

Background; Public meeting scheduled for 2024

During 2024, Council approved five (5) but only two (2) sessions of meetings were held with the public. The public meetings held are tabled below:

DATE	CHAIRPERSON	TARGET AUDIENCE	VENUE	TIME	REMARK
Sunday, 25 February 2024	Her Worship the Mayor: Cllr D Namubes	Tamariskia	Swakopmund Town Hall (Tamariskia)	15H00	The meeting was cancelled due to the Funeral of the Late President, Dr H Geingob.
Sunday, 17 March 2024	Deputy Mayor: Cllr D Am-Gabeb	Mondesa	Multi-Purpose Hall (Mondesa)	15H00	The meeting did not take place due to poor attendance of public members.
Sunday, 19 May 2024	Cllr B !Goraseb	DRC Airport	TBA	15H00	The meeting was held successfully.
July 2024 (date TBA)	CEO: Mr A Benjamin	Business Breakfast Meeting	TBA	08H00	The meeting was held on 6 September 2024
Sunday, 18 August 2024	Cllr W Groenewald	Residents of Matutura - Mass Housing	Erf 2006, Ext 9, (14 Dec 23, MHDP Handover Site)	15H00	The meeting was cancelled due to the election preparations.

Proposed schedule for public meeting 2025

Public meeting dates and times are intended to be communicated to the public via various platforms over a reasonable time frame. It is therefore proposed that the following schedule be approved:

NO	DATE	TARGET AUDIENCE	VENUE	TIME	AGENDA / TOPICS
1	Sunday, 9 March 2025	Wagdaar Residents	TBA (Tent)	15H00	<ul style="list-style-type: none"> Public Education Land servicing Council's provision for services
2	Sunday, 27 April 2025	DRC (Proper) Residents	DRC Sports field (Tent)	15H00	<ul style="list-style-type: none"> Construction of houses in DRC Explanation of process (building phases) General Services delivery in DRC (proper)
3	Sunday, 18 May 2025	Tamariskia Residents	Swakopmund Town Hall	15H00	<ul style="list-style-type: none"> General Public Education on Council's services
4	Sunday, 22 June 2025	Mass Housing Residents	Erf 2006, Ext 9, Matutura (Tent)	15H00	<ul style="list-style-type: none"> General Public Education on Council's services
5	Friday, 11 July 2025	Business Breakfast meeting	MTC Dome	08H00	<ul style="list-style-type: none"> Various topics - TBC

For the year 2025, it is proposed that the public meetings be held monthly at different suburbs, as from March 2025, and that no public meetings be held as from September 2025, due to the Regional and Local election taking place during November 2025.

Venues

Council's properties such as community halls, sports fields, public open spaces, parks, etc, shall be utilised at no cost for Council's Public meetings. Tents and mobile toilets should be rented out for the meetings, where no formal structure / venue is available at various suburbs.

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

RECOMMENDED:

- (a) That Council promotes community involvement and public participation with various targeted community groups by hosting sessions of public meetings.
- (b) That the following schedule for public meetings for the year 2025 be approved:

NO	DATE	TARGET AUDIENCE	VENUE	TIME	AGENDA / TOPICS
1	Sunday, 9 March 2025	Wagdaar Residents	TBA (Tent)	15H00	<ul style="list-style-type: none"> Public Education Land servicing Council's provision for services
2	Sunday, 27 April 2025	DRC (Proper) Residents	DRC Sports field (Tent)	15H00	<ul style="list-style-type: none"> Construction of houses in DRC Explanation of process (building phases) General Services delivery in DRC (proper)
3	Sunday, 18 May 2025	Tamariskia Residents	Swakopmund Town Hall	15H00	<ul style="list-style-type: none"> General Public Education on Council's services
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5	Friday, 11 July 2025	Business Breakfast meeting	MTC Dome	08H00	<ul style="list-style-type: none"> Various topics - TBC

- (c) That a Councillor be nominated as Chairperson of the Public meetings.
- (d) That all the General Managers attend and present on matters to be discussed at these public meetings.
- (e) That the Manager: Emergency & Law Enforcement presents to the community on fire safety, hazards, tips, and emergency procedures.
- (f) That a representative from the Namibian Police be invited to present on community safety, procedures, and enforcement of the law for crimes.
- (g) That a representative from Swakopmund Against Alcohol and Drugs Abuse (SAADA) to provide guidance and support to community members regarding the issue of drug and alcohol abuse in our community.
- (h) That a representative from the Ministry of Health and Social Services be invited to present on general health and health services facilities in Swakopmund.
- (i) That a sign language interpreter should be available at all the meetings.
- (j) That the Swakopmund Business Breakfast meeting be held at the MTC Dome and chaired by the President of the Swakopmund Business Chamber.

- (k) That the Office of the Chief Executive Officer collaborates with the Swakopmund Business Chamber to compile the agenda and invite speakers and participants to the meeting.
- (l) That Council contributes the total amount of N\$15,000.00 towards the hosting of the Swakopmund Business Breakfast meeting.
- (m) That the members of the public be invited via advertisements, letters, and notices on various print media, social media, and analogue platforms, including radio and television.
- (n) That Council's properties, such as community halls, sports fields, public open spaces, parks, etc., be utilized at no cost for Council's Public meetings.
- (o) That tents and mobile toilets be rented, where applicable.
- (p) That Council's Public Meeting Organising Committee comprising of the following officials to assist with preparations:
1. *Public Relations Officer*
 2. *Corporate Officer: Marketing and Communications*
 3. *Assistant: Marketing & Communications*
 4. *Sports and Recreational Officer*
 5. *Environmental Health Practitioner: Waste*
 6. *Administrative Clerk*
 7. *Wellness Officer/ SAADA Committee member*
 8. *Animal Control Officer*
 9. *Janitors*
 10. *Road Graders; Works*
- *Officials prone to be changed (added or not required) based on the need and logistics required at the various public meeting venues.*

Translators

- | | | | |
|----|----------------------------|---|----------------------|
| 1. | <i>Mr Benneth Khaibeb</i> | - | <i>Khoekhoegowab</i> |
| 2. | <i>Ms Panduleni Shiimi</i> | - | <i>Oshiwambo</i> |
| 3. | <i>Mr Jefta Uvanga</i> | - | <i>Otjiherero</i> |
- (q) That the officials who will be on duty during the public meetings be paid overtime.
- (r) That a registry of attendees be recorded at all public meetings.
- (s) That the expenses for the public meetings be defrayed the Publicity Vote: 150515533000 where N\$216 032.91 is available.
-

11.1.24 **PROPOSAL ON THE CONTINUATION OF THE 40/40 HOUSING PROGRAM**
(C/M 2025/02/27 - 15/2/1/2)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **10.1** page **03** refers.

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

1. Purpose

The Purpose of this submission is to present a brief history of the 40/40 Housing Program, a claim by the 40/40 contractors, and to propose a way forward on the 40/40 Housing Program.

2. Introduction

Council on 30 November 2017, while discussing the allocation of Land under PPP applications, item 11.1.22 resolved, amongst others, that the applicants of housing proposals be screened to ensure that the cost remains between N\$80 000.00 and N\$150 000.00 per house. It, therefore, means that beneficiaries must earn at least N\$2,485.00 to qualify according to the Build Together guidelines.

The reason for the screening of the applicants was aimed to develop a concept that can address the housing issue related specifically to low and ultra-low-income earners. This concept was presented to the Minister of Urban and Rural Development, Honourable Peya Mushelenga. During this presentation, the Honourable Minister advised that Council ensures that each contractor be limited to a maximum of 40 houses. Consideration should thus be given to the different typologies of houses to accommodate the target market of beneficiaries earning between N\$2 486.00 - N\$6 000.00 but not excluding those residents falling in the higher income brackets.

On **31 May 2018**, under item 11.1.25, the 40/40 Housing Program was introduced through the adoption of the Land and Housing Action Plan. For ease of reference, an extract of the decision is recorded below.

- (a) ...
- (b) ...
- (c) ...
- (d) *That it be recorded that 1 986 serviced erven are available in the Matutura Area.*
- (e) *That consideration be given to allocate 40 erven to each local / Swakopmund-based developer and that the surplus be equitably distributed to the remaining developers from outside Swakopmund, taking their date of application into account.*
- (f) *That Developers be required to construct 2 (two) show houses to the satisfaction of Council before consideration is given for further allocation.*
- (g) ...

In addition to the above decision, the contractors were required to construct houses of the same size (m²), which should be clearly stipulated by Council. Further finishes of houses earmarked for low-income groups were restricted to basic standards, which included plastering (inside), painting (inside and outside), and pre-paid electricity with provision for warm water. This measure ensures that costs are kept at a level that the attainment and satisfaction of other basic needs are not compromised or threatened.

The 40/40 Housing Program required 40 contractors that were Swakopmund-based to construct 16 credit link houses and 24 social houses for beneficiaries who were on the Master Waiting List. The 16 credit link houses were earmarked for beneficiaries who can qualify for home loans, and the 24 social houses for the beneficiaries that fall in the low-income earners.

During the run of the program and up to its suspension, the program managed to deliver 260 houses, of which 48 were for the low-income category and 212 were for the credit link category. The reason why the program was suspended is due to the lack of vacant erven. Several decisions were taken to keep the program active, with the latest to have the contractors that have not completed their houses under the credit link category to compete for the few erven that is available, but this was not received well by the contractors.

3. Complaints received from 40/40 Contractors

In May 2024, a letter (**Annexure A**) was received from Mr J. Hamutenya on behalf of the 40/40 Contractors Committee. The complaint highlighted the allocation of land and compensation for incurred losses.

The author expressed dissatisfaction by the contractors on Council's decision to halt the program and proposes several ideas to mitigate the situation, namely:

1. *Council to provide each contractor with the 40 plots as stipulated in the award letters; alternatively,*
2. *Contractors to be allocated 100 hectares of un-serviced land, whereby the contractors will provide necessary services.*
3. *Quantification and compensation for losses incurred due to the unlawful demolition of structures by the Council.*

The above will be addressed point for point.

1. *Several decisions were taken to keep the program active, with the latest to have the contractors that have not completed their houses under the credit link category to compete for the few erven that is available, but this was not received well by the contractors.*
2. *The 40/40 Housing Project was established to reduce the housing backlog through allowing selected contractors to build for approved beneficiaries from the Master Waiting List. Regarding land development (installation of Municipal and Electrical infrastructure) Council decided to call for expression of interest to develop large portions of land (townships), and by this proposal by the contractors is defeating the purpose of the program.*

3. Several contractors were ordered to demolish structures, namely foundations, because, according to the contractors, they received a letter from the Municipality of Swakopmund to cease construction. The affected contractor enquired on the reason for the instruction to cease but received no cooperation, and the Municipality proceed to demolish the structure(s). there is also a claim of a lost generator of the contractor. The full explanation is under **Annexure B**.

Regardless of the reason why the contractor was instructed to cease their construction, and the structure(s) be demolished, the affected contractors are to be compensated for the loss incurred because the contractor did incur the cost to build the structure and the structure was demolished not because it was found to be of poor quality and workmanship. Therefore, it will just be correct for Council to compensate the affected contractors accordingly.

Regarding the loss of a generator, the affected contractor is to seek compensation from the contractor that was assigned to demolish the structure and not Council.

4. The Challenge with the 40/40 Program

When the program was initiated, unfortunately, the model under which this program was established was not fully controlled. One of the main reasons for failure is that there was no Development Agreement between the Council, Contractor, and the Beneficiary.

There are separate agreements between the various parties, such as the,

- Letter of Award that Council issued to the Contractor
- Land Agreement between Council and the Beneficiary
- Construction Agreement between the Contractor and Beneficiary -

By having separate agreements resulted in the lack of control over this program. By having a Development Agreement that captures the roles and responsibilities of all parties can result in a very prosperous program.

5. Proposed Partnership

For the 40/40 Housing program to continue, it is proposed that the program be re-engineered and that a Development Agreement be drafted that will capture the responsibilities of the various parties and define the conditions under which the program is to be executed, citing,

- specifications for the houses,
- payment terms (if required)
- cost of construction (per square meter price)
- performance clauses
- penalty clauses
- termination clauses, etc.

The above list of requirements is not limited, but a proper Development Agreement must be drafted and signed by the parties.

On **14 November 2024**, under item 11.1.28, Council took the following decision:

(a) ...

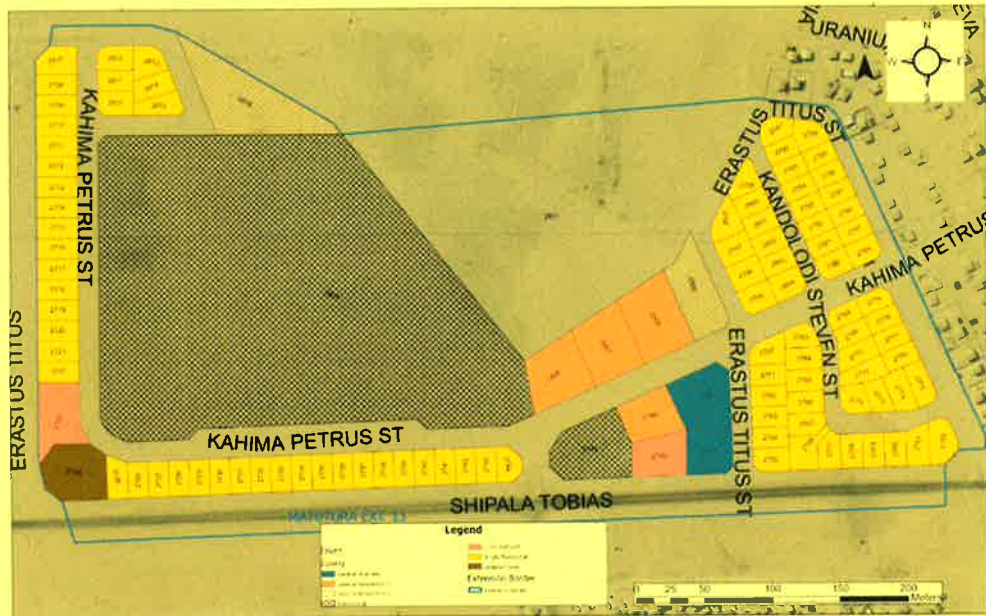
- (b) That the General Manager of Engineering & Planning Services provides cost estimates and, cash flow projections and timelines for the installation of services, keeping in mind delays caused by environmental requirements (if any).
- (c) That the General Manager of Engineering and Planning Services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

Due to the location of Extension 13, Matutura, it is planned to develop this township into a middle-income suburb; this means that there will be surfaced roads, developed parks, telecommunication, electrical infrastructure, and municipal amenities. The table below presents the distribution of erven in Extension 13, Matutura.

Zoning	Number of Erven
Single Residential	97
General Residential 1	4
General Residential 2	2
General Business	2
Local Authority	2
Institutional	2
Undetermined	1
Private Open Space	1

It can be noted that Extension 13, Matutura consists of 97 Single Residential erven and it is herewith proposed to Council to consider Extension 13 Matutura for the revised 40/40 Housing Program where Council can avail to those 40/40 contractors that were not able to commence or complete the construction of the houses under the credit link category. It is important to note that the revised 40/40 Housing Program will still cater for credit link and social housing and that the beneficiaries of this housing program will still be taken from the Master Waiting List.

Below is a map of Extension 13, Matutura Township.



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

RECOMMENDED:

- (a) That Council approves, in principle, the allocation of Extension 13 Matutura to the 40/40 Housing Program and to partner with the remaining contractors under the 40/40 Housing Program for the provision of credit link houses on Extension 13, Matutura.
 - (b) That the General Manager: Engineering and Planning Services, and the General Manager: Corporate Services and Human Capital, submit to Council in March 2025 the implementation plan (modalities) for the revised 40/40 Housing Program for consideration.
 - (c) That the 40/40 contractor that reported the loss of a generator be informed that such a claim for reimbursement or settlement cannot be expected from Council.
 - (d) That the request from the 40/40 contractors for Council to avail 100 hectares of land not be entertained.
 - (e) That all relevant resolutions for the 40/40 Housing Program that will be affected by this proposal to be resubmitted in March 2025 for Council's consideration.
-

40-40 Project Contractors

jhamuteniya@live.com

0814100017

Mr. Achie Benjamin

CEO Council of Swakopmund Municipality

P/Bag 53 Swakopmund, Namibia

15 May 2024

Handwritten notes:
 ✓ every number map of contractor
 provide a copy of maps for
 arrange a meeting
 with Mr Hamuteniya
 Mr Moller for same

Stamp:
 MUNICIPALITY OF SWAKOPMUND
 Office of the Chief Executive Officer
 15 MAY 2024

Signature:
 Received 14.02

Dear Mr. Benjamin,

RE: Concerns Regarding Land Allocations and Compensation for Losses Suffered by 40-40 Project Contractors.

We are writing on behalf of the 40-40 Project Contractors regarding the allocation of land and compensation for incurred losses.

We believe it is essential to address these issues promptly to ensure fairness and adherence to our agreements.

Initially, 40 contractors were awarded 40 plots each by the Council of Swakopmund Municipality, consisting of 16 credit link and 24 social houses.

Unfortunately, without prior consultation or agreement with the 40 contractors, and despite successful completion of approximately 260 houses, the Council decided to halt or postpone the allocation of the remaining plots.

This unilateral decision has inflicted financial, psychological, emotional, and reputational damages upon the contractors.

To resolve these issues amicably and mitigate the adverse impacts, and in accordance with the terms outlined in the award letters, the Contractors are appealing to the council for the following:

1. Council to provide each contractor with the 40 plots as stipulated in the award letters. Alternatively,
2. Contractors to be allocated 100 hectares of un-serviced land, whereby the contractors will provide necessary services.
3. Quantification and compensation for losses incurred due to the unlawful demolition of structures by the council.

In alignment with the commitment from the council and the national program aimed at alleviating the housing deficit in Swakopmund city, the committee pledges to provide and deliver affordable quality houses.

We anticipate your prompt response to this matter.

Regards,

Signature of J. Hamuteniya

J. Hamuteniya On behalf of the Committee

ANNEXURE B

From: John Hamutenya <jhamutenya@live.com>
Sent: Friday, 17 January 2025 07:48 AM
To: Clarence McClune <cmclune@swkmun.com.na>
Cc: Mipasi Haingura <mhaingura@swkmun.com.na>
Subject: Re: Demolished Structures of Erf 1141 and 1142
Importance: High

Dear Mr. McClune,

Your prompt response is noted and much appreciated.

I extend my sincere apology for the delay caused. Also, in my correspondence to you yesterday, I made some typos or, rather, paraphrases or words omission errors in paragraphs 6, 7, and 13, the omitted words have been inserted and underlined, and the unwanted words have been struck with a line.

For your convenience, I have included in this email yesterday's correspondence, inclusive of the above highlighted changes. Regards

Dear Mr. McClune,

Greetings to you and your entire Engineering Team,

- 1. I understand from fellow contractors that you require further information from us (Haler Investments cc) for your submission to the council to make a decision regarding the 40/40 Matura Project. My understanding was that your query was settled during our telephone conversation.**
- 2. Nevertheless, find below a brief tale for your perusal and consideration.**
- 3. Haler Investments CC was appointed as one of the contractors to build 16 Credit Link houses and 24 Social houses. Following a comprehensive compliance process, Haler Investments CC was awarded 16 Credit Link plots. House plans for Erf 1141 and 1140 were drawn or drafted and approved by the Municipality of Swakopmund, and construction commenced on those plots.**
- 4. However, just before casting the floor, we received a letter from Municipality of Swakopmund instructing us to cease construction. Despite our efforts to seek clarification and a meeting, the Municipality refused to engage with us and subsequently proceeded to demolish the structures.**
- 5. This resulted in significant financial losses, reputational damage, and the loss of a generator for our concrete mixer. We have no knowledge of whether the Municipality or their contracted demolition contractor took the generator.**
- 6. Moreover, the specific plots awarded to Haler Investments CC were without justification or explanation or consultation given to a contractor not listed among the 40/40 Contractors.**
- 7. This same contractor was also given another plot of Haler Investments cc other plot, plot 1133, again without applying any natural justice of any form. Council did not stop at giving Haler Investments cc plots to an unlisted contractor only, they also proceeded to give plot 1135 and 1138 to another contractor or contractors, all without consulting us.**
- 8. In total, Haler Investments cc built 11 credit link houses and was among the top-performing companies. Surprisingly, another company that had built only one house did not lose any plots at the time when we submitted the first report to the council, despite their minimal output.**
- 9. The question that I tend to now is what was the merit of removing plots from a contractor that had built 11 houses and not from a contractor who had not built two houses?**

10. **We can only conclude that these actions were conducted either maliciously or corruptly, hence our request that an independent external investigation should be conducted. We have urged the council to appoint an external entity to investigate the corruption highlighted in our report, but no action has been taken, leading us to believe that corruption is being condoned.**
11. **We earnestly pray for the council to dispense justice to us and other contractors who have suffered due to the council's actions. As a collective, contractors have requested 100 hectares to service and build affordable houses, but this request has also been ignored, however, we are seeing and hearing in the news of land allocation being given to other developers.**
12. **Again, the question is whether the council is against the 40/40 contractors, or it is just an unpleasant coincidence?**
13. **Be that as it may, we are more than 30, more Namibian families stand to benefit when land is allocated to us because we are many more than those individual companies being allocated land. We shall form a company in which all the affected contractors would become shareholders and directors appointed to run the operation on behalf of all the shareholders.**

Haler Investments CC requests the following:

14. **Compensation for the demolished structures and the loss of the concrete mixer generator.**
15. **Replacement of the 4 Credit Link plots or alternatively, compensation in the amount of N\$ 2,000,000.00.**
16. **Allocation of the 24 Social houses or alternatively, compensation in the amount of N\$ 6,000,000.00.**
17. **Again, should the council approve the 100 hectares to the collective contractors, no compensation for the 4 credit link plots and for the 24 social houses would be required because Haler Investments cc would be among the beneficiaries. However, the compensation for the demolished structure and the loss of concrete mixer generator stands.**
18. **Kindly refer to the report submitted to the council in 2023 and the letter written to the council in 2024.**
19. **We remain hopeful that this matter will be resolved amicably.**
20. **Should you have any further queries or questions, do not hesitate to contact me.**

**Regards,
J. Hamutenya
Haler Investments CC**

11.1.25 **APPLICATION BY MS ESTER MAGANO KAMULILO FOR WAIVER OF THE PRE-EMPTIVE RIGHT OVER ERF 7604, MATUTURA, EXTENSION 28**
(C/M 2025/02/27 - E 7604)

Ordinary Management Committee Meeting of 13 February 2025, Addendum **10.2** page **13** refers.

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

1. **PURPOSE**

This submission serves to request Council to consider the application of Ms. Ester Magano Kamulilo to waive the pre-emptive right registered over Erf 7604, Matutura, Extension 28, to sell it to a third party.

2. **BACKGROUND**

Erf 7604, Matutura, Extension 28, was donated to Ms. Kamulilo, and she signed the Home Loan Sales Agreement with NHE on **16 August 2018**. **Annexure "A"** is a copy of the signed Mass Housing Home Loan Sales Agreement. A Tripartite Agreement (**Annexure "C"**) regulates the transfer of the Erf, which belongs to Council. The transfer attorneys, Dr. Weder, Kauta & Hoveka INC, on **22 August 2022**, confirmed the transfer of ownership (**Annexure "B"**).

3. **PRE-EMPTIVE RIGHT**

As per the Tripartite agreement signed on **28 August 2021 (Annexure "C")** entered into by and between Ms. Kamulilo, Council, and NHE, the sale of any improved erf is subjected to certain conditions, in particular, clause 2.3.1:

"The Council and/or the NHE may cede and assign their rights and obligations in terms of this agreement to any other person, provided they have given written notice thereof to the beneficiary. The Beneficiary may not cede and assign any rights or obligations under this agreement for the duration of the 10 (ten) year period... "

Therefore, the purchaser is not allowed to sell the property to a third party before the 10-year period has lapsed or unless it is first offered back to the Council.

4. **CURRENT SITUATION**

A letter attached dated **18 November 2024 (Annexure "D")** was received from Ms. Ester Magano Kamulilo requesting Council to waive the pre-emptive right to sell Erf 7604, Matutura, Ext 28 to Mr Lukas Dumeni and Mrs. Trifilie Dumeni born Mangudu. In the same letter, Ms. Kamulilo expressed concern for her safety due to her job and living near the people she serves, who are often unhappy with the outcome of their cases at the Labour Commission.

As stated in the attached letter, Ms. Kamulilo feels unsafe at her current home and, therefore, intends to sell Erf 7604 Matutura to Mr Lukas Dumeni and Mrs. Trifilie Dumeni, who have been on the Master Waiting List (MWL) since 2013. They applied under the Mass Housing Development Programme on **29 October 2013**, attached as (**Annexure "E"**).

Ms. Kamulilo is aware of the Pre-Emptive right registered over the property, of which the 10 years will only expire on **24 August 2032**.

5. **RECENT MINISTERIAL EMPHASIS**

The Housing Act makes provision for the resale of land by Build Together recipients to 3rd parties only once a quarter of the loan period of 20 years has expired. Persons who

Have received land under the Build Together programme can, therefore only sell the erf if at least 5 years have lapsed from the date of allocation of the loan. In line with this provision, Council sold its land at the Closed Bid Sale of 2012 with a 5-year pre-emptive right. All bidders were made aware of this condition throughout the process of the sale. The intention was to prevent the resale of any land within at least 5 years from the date of transfer.

In order to address the great national demand for residential land, the Minister has recently indicated that greater emphasis will now be placed on the pre-emptive period placed on properties sold and that it is planned to even extend the period from 5 years to 10 years.

6. **DISCUSSION**

Ester Magano Kamulilo attached the information (**Annexure "F"**) of the third party (Mr Lukas Dumeni and Mrs. Trifilie Dumeni) to whom she intends to sell her property. Mr Lukas Dumeni appears on the Master Waiting List, and as previously mentioned he applied on the **29 October 2013** under reference number MO 2311.

Below is an evaluation whether the Dumeni couple meet the criteria to be considered to buy the erf:

The Third-Party Criteria		Do They Comply
1.	<i>He or she must be on the Master Waiting List</i>	Yes
2.	<i>Must reside in Swakopmund</i>	Yes
3.	<i>Must be a first-time homeowner</i>	Yes
4.	<i>Must earn at least N\$6,000.00 or more</i>	Yes

Mr Lukas Dumeni meets the abovementioned criteria; his name does appear on the Master Waiting List, and he has applied through the Mass Housing Program in 2013. **Annexure "G"** shows the sale amount of the property and approved loan amount issued by First National Bank of Namibia to Mr Lukas Dumeni and Mrs. Trifilie Dumeni.

Approving the waiver of the Pre-Emptive Right would result in Ms. Kamulilo failing to honour the conditions stipulated in the Tri-Partite Agreement, Clause 2.3.1:

"The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof or any sectional title unit or right to erect such unit thereon, for a period of 10 (ten) years as from date of registration of transfer of the Property into the name of the Beneficiary pursuant to this agreement, unless the Council has in consultation with the NHE consented to such transfer in writing and the Property was offered in writing."

Ms Kamulilo will therefore not honour the binding conditions as stipulated in the Tri-Partite Agreement.

7. **PREVIOUS RESOLUTIONS FOR SIMILAR CASES**

Following are most recent resolutions for similar requests that were passed by Council on **08 October 2024** under items 11.1.12, 11.1.13 and on **11 November 2024** under item 11.1.21 attached as (**Annexure "H"**).

8. **FINANCIAL IMPLICATIONS**

Since the property was developed at great cost and sold at a highly subsidised price, it stands to reason that if the property will be sold and a profit be realized, that Council may recover some of its investment to develop more low-cost properties. Kamulilo intends to sell at a purchase price of **N\$590,000.00**. Attached is the agreement between Ms. Kamulilo and Mr and Mrs Dumeni (**Annexure "I"**).

The current municipal land value for Erf 7604 is **N\$ 54,000.00**. The owner paid **N\$446,404.00** for the house, the seller is therefore required to refund **N\$54,000.00** to Council to waive its Pre-Emptive right to sell Erf 7604, Matutura, Extension 28.

Annexure "J" is the Pre-emptive Right waiver Certificate of Erf 7604 Matutura Extension 28, from NHE that was approved on **18 October 2024**.

9. **PROPOSAL**

It is therefore proposed that Council waives the pre-emptive right of 10-year restriction over Erf 7604, Ext 28, Matutura to enable Ms. Kamulilo to sell the said erf to Mr Lukas Dumeni and Mrs. Trifilie Dumeni. It is further proposed that the sale be approved on condition that Ms. Kamulilo reimburse Council with the full development cost of **N\$54 000.00** or as reflected on the Municipal Valuation Roll since she is in breach of 10-year restriction clause of the agreement. It is also proposed that Ministerial approval be obtained to allow Ms. Kamulilo to sell the property to Mr Lukas Dumeni and Mrs. Trifilie Dumeni.

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

- (a) **That Council approves the application of Ms. Kamulilo by waiving the 10-year restriction over Erf 7604, Matutura, Extensions 28 to allow Ms. Kamulilo to sell the said erf to Mr Lukas Dumeni and Mrs. Trifilie Dumeni.**
 - (b) **That the donation of Erf 7604 be revoked and that Ms. Kamulilo be requested to pay Council back the full development cost, which is N\$54 000.00.**
 - (c) **That Ministerial consent be obtained to allow Ms. Kamulilo to sell Erf 7604, Matutura, Extensions 28 to the third party, Mr Lukas Dumeni and Mrs. Trifilie Dumeni.**
 - (d) **That Ms. Kamulilo be informed that she no longer qualifies for allocation of an erf under the low-cost housing projects, as she is no longer a first-time property owner.**
-

MASS HOUSING

Home Loan Sales Agreement

entered into by and between

NATIONAL HOUSING ENTERPRISE
(Constituted under Act 5 of 1993)
7 General Murtala Muhammed Avenue, Eros
P.O.Box 20192
Windhoek
Tel: +264-61-292 7111
Fax: +264-61-222 301

(Herein represented by **Karl Schroeder** in his capacity as **Regional Manager, West** and duly authorized thereto)

(Herein referred to as the **SELLER**)

AND

PURCHASER: KAMULILO ESTER MAGANO
IDENTITY NUMBER: 84121510593

P.Box 1143
SWAKOPMUND
TEL NO: 064-409701
CEL NO: 0814312114

MARITAL STATUS: SINGLE
(Herein referred to as the **PURCHASER**)

EMK A 16
LH

On the other hand

(Hereinafter jointly referred to as "the Parties")

Should the Purchaser be:

- (a) a *Juristic Person*, it will be necessary –
 - (i) to furnish the full names and official capacity and resolution by the Board of the designating the *person* authorized to execute this Agreement on behalf of such *Juristic person*.
 - (ii) in event of any other *Juristic Person* than a registered company, a certified copy of the constitutive documents of such *juristic person*.
- (b) a NATURAL PERSON, the full names and date of birth must be furnished; and if a FEMALE, her marital status and previous surname if any.

WHEREAS:

- 1) The SELLER is the rightful owner of Improved dwelling on ERF 7604 , Swakopmund.
- 2) SELLER is desirous to sell the said improved dwelling on ERF 7604 , Swakopmund to the PURCHASER, on the terms and conditions set out underneath;
- 3) PURCHASER is desirous to purchase the said dwelling on ERF 7604 , Swakopmund from the SELLER, on the terms and conditions set out underneath.

EMKA

7/

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

The Seller hereby sells to the Purchaser who hereby purchases:

1. DESCRIPTION OF PROPERTIES:

Erf: 7604

MEASURING :..... m²

HELD BY : The MUNICIPALITY OF SWAKOPMUND, which by virtue of a Deed of Donation, it has, or will donate to the Purchaser of the property on erf 7604

THE PROPERTY/ Plot : ERF 7604 , Swakopmund

SITUATED in the MUNICIPALITY OF SWAKOPMUND

REGISTRATION DIVISION: "F"

SUBJECT : To the conditions therein contained

2. SALE:

The SELLER hereby sells the PROPERTY as described in Paragraph 1 to the PURCHASER who hereby purchases same. This sale is subject to all the conditions and servitudes mentioned or referred to in the current or prior Title Deeds of the said PROPERTY, and to all such other conditions and servitude's which may exist in regard hereto, whether imposed by the Local Authority (i.e. the Town Planning Scheme) or any other person or body, whomsoever, upon the terms and conditions set out in this Agreement.

EMK-A

3 PURCHASE PRICE

Purchase Price for the PROPERTY is the amount of **N\$ 446 404.00 [Four hundred and Forty Six Thousand Four Hundred and Four Namibian dollars]** and shall be paid cash should the PROPERTY be financed by another financial institution other than SELLER, on date of transfer of the PROPERTY into the name of the SELLER payable free of exchange upon registration of the said transfer into the name of the said PURCHASER. Where the PROPERTY herein sold is financed by the NHE, the PURCHASER shall be subjected to a mortgage bond in favour of SELLER which mortgage bond shall simultaneously be registered with the transfer of the Erf to the PURCHASER through a Deed of Donation.

PARTIES agree that where SELLER finances the PROPERTY, NHE shall build into the monthly installments, interest applicable on the loan and premiums for insurance purposes. The monthly installment applicable on the PROPERTY shall be **N\$ 4137.49 (Four thousand One Hundred and Thirty Seven Namibian Dollars Forty Nine cents)**, calculated at **9.5%(Nine Point Five) percent** rate of interest per month, plus **N\$ 519.80 (Five hundred and Nineteen Namibian Dollars Eighty cents)** for home owner's Insurance and Bond Insurance Policy bringing the total monthly installment for the time being at **N\$ 4657.29 (Four Thousand Six Hundred and Fifty Seven Namibian Dollars Twenty Nine cents)**

Where applicable, installments payable shall be adjusted from time to time with regard to changing interest rates or inflation. Any market related adjustments may automatically be applied without prior communication to the PURCHASER.

PARTIES further agree that bond and transfer costs, if any, applicable on the transfer by way of Donation and Bond registration of the Improved dwelling shall be added to the total loan amount herein applicable.

4 POSSESSION DATE

Possession of the Dwelling shall be given to the PURCHASER and the PURCHASER shall be obliged to take possession thereof, on the date of a simultaneous transfer and Bond Registration of the said purchase into the name of the PURCHASER from which date the PURCHASER shall be liable for all municipal rates and taxes and/or fees payable on the PROPERTY, and from which date the PROPERTY shall be the sole risk of the PURCHASER. Where a Dwelling is financed by SELLER in terms of a mortgage agreement as contemplated in Clause 3 and more fully set out below, the SELLER shall be required to commence with installment payments in repayment of the Mortgage Bond in addition to all other payment obligations provided for in this Clause 4.

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4.1 MORTGAGE BOND

Notwithstanding anything that may appear contrary in this Agreement, the PURCHASER shall only be entitled to take transfer of the PROPERTY and against simultaneous registration of a first Mortgage Bond over the Improved PROPERTY in favour of the SELLER for the outstanding amount at the time and interest in terms of this Agreement. It is hereby agreed that a Mortgage Bond shall become necessary only where the SELLER finances the PROPERTY sold under this Agreement.

Should the SELLER have made any payment which legally the PURCHASER would have been liable to pay, whether before or after taking up possession, he shall be entitled to a refund thereof pro rata to the period of prepayment.

5. VOETSTOOTS

- 5.1 The improvements on the PROPERTY are sold voetstoots and the SELLER shall not be liable for any defects, patent, latent or otherwise in the PROPERTY nor for any damage occasioned to or suffered by the PURCHASER by reason of such defect. The Purchaser admits having inspected the PROPERTY to his satisfaction and that no guarantees or warranties of any nature were made by the SELLER or his agent regarding the condition or quality of the PROPERTY.
- 5.2 The PURCHASER herewith expressly acknowledges that no guarantee, representations or undertakings were given or made to him in respect of any attributes of the PROPERTY.

6. SANITATION, WATER AND ELECTRICITY

The Purchaser shall be liable for the payment of the basic tariff for sanitation services, basic tariff for water, electricity services and refuse removal, as from the date of transfer and simultaneous Bond registration. The Seller shall be liable to settle the account in full for the rates and taxes charges on the PROPERTY and Improvements.

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7. CANCELLATION

- a. Should the PURCHASER, fail to pay the full purchase price referred to in Clause 3, or fail to furnish acceptable guarantee to the SELLER, immediately upon registration of the Improved Property, into his or her name, where the IMPROVED PROPERTY is financed by another financial institution other than the SELLER, the SELLER shall without prejudice and with reservation of its all other rights at law be entitled forthwith, to cancel this Agreement and immediately demand that the PURCHASER vacate the IMPROVED PROPERTY within seven days (7) days after being issued with a written notice to vacate. The SELLER shall not incur any liability to the PURCHASER as a result of it having cancelled this Agreement on good cause and in good faith, or at the instance of the PURCHASER's non-performance in accordance with this Agreement.
-
- 7.1 Upon the expiration of such notice the PURCHASER shall immediately vacate the IMPROVED PROPERTY and give the SELLER peaceful and legal possession thereof, and the SELLER shall be entitled to alienate the IMPROVED PROPERTY and DONATED PLOT to a third party.
 - 7.2 The SELLER shall furthermore be entitled to claim a penalty amount (whichever might be the highest) from the PURCHASER, which may be at the option of the SELLER -
 - 7.2.1 The SELLER shall retain all such sums of money as the PURCHASER may have paid under this Agreement as a consideration for the payment of the purchase price or interest on it where legally such payments are refundable.

Provided further that the SELLER hereby reserves the right to claim damages from the PURCHASER.

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8. INDULGENCES

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

9. VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or canceling this agreement, and no waiver whether specifically, implicitly or by conduct of any right to enforce any term of this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties. The parties agree that this Deed of Sale constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein and signed by the parties hereto.

10. TRANSFER AND COSTS:

It being the SELLER'S prerogative to do so, the SELLER will appoint a conveyance or conveyances to carry out all conveyance work in connection with the transfer of the IMPROVED PROPERTY to the PURCHASER. The SELLER shall pay transfer duty, stamp duty and all expenses of transfer, including Conveyance's charges, and Bond fees, where applicable.

Transfer shall be effected as soon as possible after all required documents have been signed by the PURCHASER and the PURCHASER having satisfied the SELLER's Conveyances that the full purchase price is on call for the SELLER'S benefit.

11. REVERSIONARY RIGHT

PARTIES agree that the PURCHASER, PURCHASER'S HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS shall not sell, or dispose the PROPERTY herein sold, to any person within a period of TEN (10) years calculated from the date of purchase, which period includes weekends and public holidays. Should the PURCHASER, PURCHASER'S HEIRS EXECUTORS, ADMINISTRATORS OR ASSIGNS intend or wish to sell or

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dispose the PROPERTY, the NHE shall then buy back the PROPERTY from the PURCHASER, PURCHASER'S EXECUTORS, ADMINISTRATORS OR ASSIGNS at a market related price.

12. DOMICILIUM

12.1 All notices intended for the Purchaser shall be sent by registered mail to:

**ERF 7604, SWAKOPMUND
P.Box 1143
SWAKOPMUND**

which address is selected as the *domicilium citandi et executandi* and any such notices shall be deemed to have been duly delivered to the Purchaser 5 (FIVE) days from date of posting thereof by the SELLER or his agent.

12.2 The SELLER chooses *domicilium citandi et executandi* for any action which may flow from this Agreement at:

**7 General Murtala Muhammed Avenue, Eros
Tel: +264-61-276 100
Fax: +264-61-276 120**

or at any other address of which the SELLER shall from time to time inform the PURCHASER in writing. The SELLER further agrees that a registered letter posted to **P O BOX 20192, WINDHOEK** shall be deemed to have been received by the addressee within 5 (FIVE) days from the date on which it was posted.

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13 JURISDICTION

13.1. For the purpose of resolving any dispute, which may exist or occur between the parties such disputes may be instituted either in the High Court of Namibia or the Magistrate's Court whichever has jurisdiction in regard to the dispute, being a court otherwise competent and with jurisdiction over the person of the parties in that each of them either resides, carries on business, or is employed within its area of jurisdiction.

SIGNED at WALVISBAY on this 16 day of August2018

Witnesses:

1
2
(Signatures of witnesses)

.....
(Signature of SELLER)

SIGNED at WALVISBAY on this day of 2018

Witnesses:

1
2
(Signatures of witnesses)

.....
(Signature of Purchaser)
.....
(Signature of Spouse)

Annexure "B"

E-7604 M



DR WEDER, KAUTA & HOVEKA INC
LEGAL PRACTITIONERS NOTARIES CONVEYANCERS

THE MUNICIPALITY OF SWAKOPMUND
SWAKOPMUND

Attention: Emilla Nakale,

PER EMAIL

OUR REF: MAT68732/SW/zh
DATE: 24 August 2022



Dear Madam,

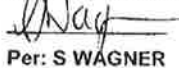
RE: TRANSFER OF ERF 7604, MATUTURA (EXTENSION NO. 28) : MUNICIPALITY OF SWAKOPMUND // E M KAMULILO

We refer to the above and wish to confirm that the transfer was registered at the Deeds Office in Windhoek on 24 August 2022.

We trust that you find same to be in order. Thank you for the opportunity that we had to assist you herein and hope to be of assistance to you again in the future.

Sincerely yours,

DR WEDER, KAUTA & HOVEKA INC – SWAKOPMUND


Per: S WAGNER

WKH HOUSE
Jon Jonker Road,
Ausspionplatz
PO Box 864/822,
Windhoek,
Namibia
Tel: +264 61 275 550
Fax: +264 61 238 802
(Conveyancing)
Tel: +264 61 220 533
(Litigation)

ONGWEDIYA
Shop No. 27
Oshana Mall
Private Bag 3725,
Ongwediva,
Namibia
Tel: +264 65 220 437
Fax: +264 65 220 638

SWAKOPMUND
Shop 208,
Platz Am Meer
PO Box 2970,
Swakopmund,
Namibia
Tel: +264 64 443 100
Fax: +264 64 443 101

GROOTFONTEIN
238 Heliyo Hamulenywa Street,
PO Box 29240,
Grootfontein,
Namibia
Tel: +264 67 248 700
Fax: +264 67 248 701

DIRECTORS

A Swanepoel, B.Com LLB
P U Kauta, B.Jur LLB
A A J Naude, B.Jur LLB
E H Yssel, B.A LLB
S F Maritz, B.Jur LLB
C P J Potgieter, B.Com LLB
F N Kishi, B.Proc
L T van den Berg, BLC LLB
* B Strauss, B.Com LLB
D Erkano, LLB
V M Hanongo-Haikali, LLB
R Dreyer, LLB
P H K Botha, B.Com LLB
B Greyvenstein, B.Proc
W H Visser, B.A LLB
C M Tjheer, B.Jur LLB
A J Molherbe, B.A LLB
M U Kuzzeke, LLB, LL.M (Taxation)
N van Schaikwyk, LLB
L Martins, B.A LLB

ASSOCIATES

M Tjheere, B.Jur LLB
E N T Shigwedha, B.Jur LLB
P M Hango, B.Jur LLB
T Luwindoo, B.Jur LLB
S Du Ploey, LLB
J G van der Marwe, B.A LLB
S Wogner, B.A LLB
A I De Sauter, B.A LLB, LL.M
S P Paulus, LLB
C Turck, LLB

DR WEDER, KAUTA & HOVEKA
INCORPORATED
Reg. No. 2006/327
VAT No. 4256169-01-5
www.wkh-law.com
Authorised and Regulated by
the Law Society of Namibia

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

THE MUNICIPAL COUNCIL OF SWAKOPMUND
(hereinafter referred to as "the Council")

and herein represented by **ALFEUS BENJAMIN**
in his capacity as Chief Executive Officer, or **HELLAO !NARUSEB** or **CLARENCE CLAUDE**
MCCLUNE or **VILHO SHOONGELENI KAULINGE** in his capacity as Acting Chief Executive
Officer

and

WILFRIED GROENEWALD and/or **CLAUS-WERNER GOLDBECK**
in his capacity as the Chairperson and/or Alternate Chairperson of the Management
Committee, and acting by virtue of the authority granted in terms of section 31A of the
Local Authorities Act 1992

AND

THE BENEFICIARY, NAMELY:

Full Name/s & Surname:	ESTER MAGANO KAMULILO		
Namibian ID Number:	841215 1059 3		
Residential Address:	ERF 7604 SWAKOPMUND (EXTENSION NO 28)		
Postal Address:	PO BOX 1143, SWAKOPMUND		
Place of Work:	MINISTRY OF LABOUR, CASE MANAGEMENT ADMIN		
Telephone Number:		Mobile:	081 431 2114
Marital Status:	MARRIED: <input type="checkbox"/>	UNMARRIED:	<input checked="" type="checkbox"/>
and if MARRIED IN COMMUNITY OF PROPERTY, or where the Property was allocated to the Beneficiary and his/her spouse, also:			
Full Name/s & Surname of spouse:	_____		
Namibian ID Number of spouse:	_____		
Place of Work:	_____		
Spouse's Telephone Number:	CELL: _____	Mobile:	_____
Date & Place of marriage:	_____		
(collectively hereinafter referred to as "the Beneficiary")			

AND

NATIONAL HOUSING ENTERPRISE
(referred to herein as "the NHE")

and herein represented by **DONALD TJKUNE**
in his capacity as **REGIONAL MANAGER: WEST COAST**

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INTRODUCTION

- A. In terms of the Mass Housing Development Program and with specific reference to Cabinet resolution no. 7/10.5.16/001, the Government of Namibia, through the NHE and local authority councils, makes available for acquisition by approved beneficiaries from applicants amongst the public, improved properties serving as their primary residences.
- B. In terms of the Mass Housing Development Program, the Council makes available suitable and, against no cost to the beneficiaries or the NHE, while the Government of Namibia has undertaken to repay the Council an agreed amount towards the costs for services the land, where applicable.
- C. The NHE, acting on directives from the Government of Namibia, administers the Mass Housing Development Program and in doing so, *inter alia*:
- C1. oversees the construction of residential dwellings on the available land, in accordance with fixed plans and specifications for approved types of residential dwellings;
 - C2. receive and evaluate the applications for housing from the public and, in accordance with allocation criteria and subject to availability, allocate housing to the beneficiaries against the beneficiaries taking up the obligation for payment to the NHE and the costs for the development and construction of the dwellings;
 - C3. enters into an agreement with the beneficiaries for the repayment of the agreed construction costs of the dwellings, by means of agreed terms for its repayment, as further set out in this agreement.
- D. The Council is the registered owner of the Property herein referred to, which has been improved with a residential dwelling built by the NHE with funds emanating from the Government of Namibia, as part of its Mass Housing Development Program.
- E. The beneficiaries applied for, and based on the application, the NHE allocated the Property to the Beneficiary under the Mass Housing Development Program.
- F. This agreement records the terms on which the parties agreed the Beneficiary will become the owner of the Property and will pay to the NHE the construction costs of the dwelling.

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1. DONATION OF PROPERTY

- 1.1 In execution of their agreement, the Council hereby donates to the Beneficiary, who hereby accepts the donation of the following Property, subject to the terms of this agreement:

CERTAIN: ERF NO. 7604 SWAKOPMUND (EXTENSION NO. 28)

SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION

MEASURING: 304 (THREE NIL FOUR) SQUARE METERS

HELD BY: CERTIFICATE OF REGISTERED TITLE NO. T 4684/2017
(hereinafter referred to as "the Property").

- 1.2 The Property is donated to the Beneficiary and his/her spouse if they are married in community of property, or to the Beneficiary and his/her spouse where the Property was allocated to both spouses, as part of the Mass Housing Development Program. Where the Beneficiary is more than one person, the Property is donated to both persons who hereby accept the donation, to become the joint-owners of the Property in the event that they are not married in community of property.
- 1.3 The parties agree that the value of the Property hereby donated shall be equal to the construction costs, as recorded in annexure "A" to this agreement.

2. CONDITIONAL DONATION

- 2.1 The donation is made on condition that the Beneficiary hereby fully complies with all the terms of this agreement, including the Beneficiary's obligations towards the NHE to make payment of the construction costs.
- 2.2 Should the Beneficiary fail to comply with all his/her obligations in terms of this agreement, the agreement may be cancelled, and/or the donation may be revoked, in addition to any other remedies available to the Council or the NHE in law. If the agreement is cancelled or the donation revoked, the Property will revert to the Council.
- 2.3 The Property is donated to the Beneficiary, subject to the following conditions and obligations, which the parties record are material terms of this agreement and which the Council or the NHE may cause to be registered against the title deed of the Property;

2.3.1 The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof or any sectional title unit

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or right to erect such unit thereon, for a period of 10 (ten) years as from the date of registration of transfer of the Property into the name of the Beneficiary pursuant to this agreement, unless the Council has in consultation with the NHE consented to such transfer in writing and the Property was offered in writing for the sale to the Council, who has in consultation with the NHE rejected the offer in writing. The Council shall, within 60 (sixty) days of the receipt of the written offer, be entitled to accept the offer to purchase the Property at the price equal to the agreed costs for the construction of the Property herein recorded, plus the reasonable costs which the Beneficiary may have incurred to further permanently improve the Property (excluding the costs of maintenance and upkeep thereof), which costs shall be determined by an independent valuator appointed by the Council, whose determination shall be final and binding on the parties. For the purposes of this clause 2.3.1, "alienation" shall not include the passing of ownership by means of marriage, inheritance or due to legal processes following divorce, sequestration or affecting the Beneficiary's legal status or capacity.

- 2.3.2 Any conditions imposed in terms of the provisions of the Townships and Division of Land Ordinance 11 of 1963 which may be applicable to the Property.
- 2.3.3 For as long as the Beneficiary (or his/her successors in title) is restrained from the alienation of the Property in terms of clause 2.3.1 above and unless the Council in consultation with the NHE has given their prior written consent thereto, which consent it may give on such conditions it deem fit at the time:
- (a) the Property shall only be occupied as a residential dwelling by the Beneficiary and his/her spouse's immediate family and at any one stage by no more than 7 (seven) persons, inclusive of any children under his/her care. For the purposes of this clause 2.3.3, "spouse" shall include the Beneficiary's permanent life partner with whom he/she co-habits, as if married. For the purposes of this agreement "immediate family" shall mean the Beneficiary's or his/her spouse's children and grandchildren; the Beneficiary's or his/her spouse's siblings with whom is shared at least one parent and their children; the Beneficiary's or his/her spouse's parents or grandparents and their children;
 - (b) the Beneficiary shall not be entitled to rent out the Property or any portion thereof;
 - (c) the Beneficiary shall not pledge, mortgage, cede or assign any of his/her rights or obligations arising from this agreement.

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3. CONSTRUCTION OF A RESIDENTIAL DWELLING

- 3.1 NHE has constructed a residential dwelling on the Property of the size, lay-out and with the finishing and specifications materially in accordance with the approved building plans and specifications accompanying the approved plans.
- 3.2 The approved plans and specifications for the dwelling in the Property are incorporated into this agreement by reference thereto.
- 3.3 The NHE hereby warrants that the dwelling has been constructed and finished in accordance with all the applicable laws, including the council's by-laws, building regulations, and those applicable to the construction of residential dwellings.
- 3.4 The NHE accepts that it is liable for and hereby warrants and guarantees the quality of the construction of the dwelling, including the foundations and structures erected, the electrical, water and sewerage systems installed, which the NHE hereby confirms to have been constructed of a satisfactory quality in a workman-like manner and with suitable materials, given a residential dwelling of its design, size, nature and location.
- 3.5 The Beneficiary shall notify the NHE in writing of any defects to the dwelling, with a period of 4 (four) months of the Registration Date, upon the receipt of which NHE shall be obliged to rectify and repair any such latent or patent defects found to have been attributable to the construction of the dwelling or the materials used, within 4 (four) months of the receipt of the notice.
- 3.6 As from the Registration Date, the risk in and to the Property and the dwelling shall rest on the Beneficiary, who shall be obliged to maintain, repair and keep the dwelling and the Property in a good condition and state of repair.
- 3.7 The NHE shall not beyond the terms of this clause 3 have any liability whatsoever towards the Beneficiary for latent or patent defects to the dwelling.
- 3.8 The Council shall have no liability of whatsoever nature towards the NHE or this Beneficiary pertaining to the dwelling of the Property, which it donates "as is" (voetstoots). Without limiting the aforesaid, the Council does not in any manner with the donation of the Property herein recorded, warrant or guarantee in whatsoever nature to the NHE or to the Beneficiary that the Property or the dwelling are suitable for the purposes of a residential dwelling for use by the Beneficiary.

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4. PAYMENT OF CONSTRUCTION COSTS

- 4.1 The parties agree that the costs of improving the Property with a residential dwelling constructed by the NHE, is the amount as indicated in annexure "A" hereto, **N\$446 404.00 (FOUR HUNDRED AND FORTY SIX THOUSAND FOUR HUNDRED AND FOUR NAMIBIA DOLLARS)**, being the sum of the costs for the land, the construction of the dwelling and the professional and other fees for services rendered to develop the Property and the dwelling thereon (collectively referred to herein as "the construction costs").
- 4.2 The Beneficiary shall pay the construction costs to the NHE without deduction or set-off and free of any banking charges:
- (a) on the Registration Date, where the Beneficiary has secured a loan thereto;
or
 - (b) by means of installments, where the NHE has agreed thereto,
- and as further recorded in annexure "A" hereto.
- 4.3 The Beneficiary shall be entitled to apply for a loan from any registered bank to finance the payment of the construction costs payable in terms of this agreement. Unless the Beneficiary has secured a loan for the payment of the constructions costs within 45 (forty five) days of the date on which this agreement is signed, this agreement shall lapse, become ineffective and no party shall have any rights or obligations in terms thereof.
- 4.4 The Beneficiary shall immediately upon signature of this agreement apply for a loan at the registered bank, supply all information and documents as the bank may reasonably require and shall diligently pursue such an application until finality. The loan shall be deemed to have been granted in the event of the bank recording in writing its willingness to finance the transaction herein recorded on its ordinary terms, commonly referred to as a "pre-approval".
- 4.5 The condition in clause 4.3 above is inserted herein for the benefit of the NHE who may waive reliance thereon.
- 4.6 The Beneficiary shall within 21 (twenty one) days of being requested by the Council's attorneys, secure the payment of the construction costs by means of delivery to the said attorneys of a bank guarantee acceptable to such attorneys, for the payment upon registration for the construction costs.

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5. POSSESSION AND OCCUPATION AND USE OF THE PROPERTY

- 5.1 The Beneficiary shall be entitled and obliged to take possession of the Property as from the Registration Date or as soon as the NHE tenders to the Beneficiary occupation thereof.
- 5.2 Upon the NHE having tendered occupation, the Beneficiary shall be deemed to have taken possession of the Property on the date of delivery of its keys to him/her or his/her assignee. Signing of the form of receipt of the keys shall serve as *prima facie* proof of the delivery of the keys in terms hereof.
- 5.3 The Beneficiary shall be liable for all municipal charges including those pertaining to water, sewerage, electricity or other and in respect of any rates and taxes payable in respect of the Property, as from the date of possession and, in any event, as owner of the Property, as from the Registration Date.
- 5.4 The Beneficiary shall maintain the buildings at a value of not less than the municipal valuation thereof, which valuation may, as part of the Council's statutory processes, be reviewed from time to time.

6. ALLOCATION CRITERIA

- 6.1 This agreement is concluded on the basis that the Beneficiary meets the criteria which the Council and the NHE determined for the allocation to Beneficiaries of properties of a similar nature, as part of its administration of and the conditions made applicable to the under the Mass Housing Development Program. Some of these criteria are listed herein below and are hereinafter referred to in this agreement as "the allocation criteria".
- 6.2 It is agreed that prior to or simultaneously with the signing of this agreement, the Beneficiary must complete the Council's and/or the NHE's standard written application to be allocated a Property as part of the Mass Housing Development Program and shall, in addition thereto, complete annexures B1 and B2, which is hereby incorporated to form part of this agreement.
- 6.3 The Beneficiary hereby confirms and warrants that the contents and the information he/she supplied in the written application and as recorded in annexures B1 and B2 are accurate, true, and correct.
- 6.4 The parties record that the Council and the NHE have agreed to enter into this agreement with the Beneficiary, on the basis of the information supplied and as the

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Beneficiary complies with and meets the allocation criteria, which the Beneficiary herewith warrants he/she meets and complies with.

6.5 In this regard, the Beneficiary (which includes his/her spouse and permanent life partner, as referred to herein) hereby specifically records and warrants that he/she complies with all of the following allocation criteria, namely:

6.5.1 The Beneficiary is a Namibian citizen at the time of the conclusion of this agreement and will remain a Namibian citizen during the period when any portion of the construction costs remains unpaid;

6.5.2 The Beneficiary is at least 21 (twenty-one) years old at the time of the conclusion of this agreement;

6.5.3 The Beneficiary is a first-time homeowner. For the purpose of this agreement, a "first-time home-owner" means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her spouse owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia and that neither the Beneficiary or his/her spouse has or had or is within the immediate future likely to acquire an interest in any entity or other arrangement, which owns or owned any immovable property anywhere in Namibia, nor has the Beneficiary or his/her spouse or permanent life partner participated in any other national housing program within the Republic of Namibia;

6.5.4 The Beneficiary acquires the Property as a domestic dwelling for occupation by himself/herself and his/her spouse and their immediate family, as referred to herein;

6.5.5 The Beneficiary does not acquire and will not take transfer or hold the Property as a nominee of another person or in terms of any agreement or arrangement in terms whereof any person other than the Beneficiary has an interest or share in or would obtain an interest or share in or benefit from the Property, to which an owner thereof may ordinarily be entitled;

6.5.6 The Beneficiary's financial information supplied with his/her application for housing is true and correct and meets the financial criteria determined for any person to be allocated and to acquire a similar property in terms of the Mass Housing Development Program;

6.5.7 During the period prior to the Registration Date, the Beneficiary is obliged and

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hereby undertakes to immediately upon becoming aware thereof, disclose to the NHE and the Council any change in his/her status or any change in his/her circumstances, which may or is likely to cause him/her not to comply with the allocation criteria.

- 6.6 In the event of the Beneficiary not complying with all of the allocation criteria, the Beneficiary shall be in breach of a material term of this agreement, entitling the Council and/or the NHE to, in addition to any other remedy it may have in law, to immediately cancel this agreement and have the Property re-transferred into the Council's name at the Beneficiary's costs.

7. TRANSFER AND BOND REGISTRATION

- 7.1 Transfer of the Property to the Beneficiary pursuant to this agreement shall be given as soon as possible after the Council is able to give transfer, the financial arrangements for the payment of the construction costs are in place as provided herein.
- 7.2 Transfer shall furthermore not be given, unless:
- 7.2.1 the NHE has concluded the construction of the dwelling in compliance with the Council's building regulations and by laws and the NHE having obtained the Council's completion certificate to that effect and a building compliance certificate;
- 7.2.2 the Beneficiary has complied with his/her obligations to participate in the transfer process, supplied the information and documents required thereto and has attended to such administrative requirements which the Council and the NHE may determine as reasonably necessary prior to transfer;
- 7.2.3 the Council has been able to comply with all the legal requirements of the town planning disciplines and processes and those applicable to the donation of immovable property in terms of the Local Authorities Act, when applicable.
- 7.3 Unless the Beneficiary has secured a loan from a registered bank to finance his/her payment obligations towards the NHE in terms of this agreement, the NHE may in its entire discretion agree with a Beneficiary on the down-payment of the construction costs in monthly installments, which repayment terms, in that event, are to be summarized in writing and attached to the agreement.
- 7.4 The Beneficiary's repayment obligations to the NHE shall be secured by a first mortgage bond to be registered over the Property in favour of the financing bank or the NHE, as the case may be, on their customary terms and conditions.

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- 7.5 Transfer of the Property shall be effected by the Council's conveyancers. The registration of the mortgage bond in favour of the NHE shall be effected by the NHE's conveyancers.
- 7.6 All documents necessary to effect transfer of the Property in the name of the Beneficiary shall be prepared by the Council's conveyancers and that pertaining to the registration of the mortgage bond shall be prepared by NHE's conveyancers.
- 7.7 All direct costs, legal expenses and moneys due in respect of the registration of transfer and registration of a bond in favour of the NHE (only) or any costs in relation thereto, including the transfer fees, stamp duty, transfer duty and any other related expenses, if any, as well as the costs of this agreement and any other legal costs related thereto, are for the cost of the NHE, and are regarded as included in the construction costs as referred to herein.
- 7.8 For the purpose of this agreement, "the Registration Date" shall mean the date on which the Property is registered in the name of the Beneficiary pursuant to the terms of this agreement.

8. FULL RECORD OF THE AGREEMENT AND NO INFORMAL AMENDMENT OR WAIVER

- 8.1 The parties acknowledge that the provisions of this agreement constitute the entire record of the terms of their agreement and that no undertakings, promises, warranties or representations have been made by either party to the other, save as is set out in this agreement.
- 8.2 No alteration, addition or amendment to, or consensual cancellation of this agreement or the waiver of any rights in terms of this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.
- 8.3 Neglect by the Council or the NHE to claim strict performance by the Beneficiary of his/her obligations in terms of this agreement or the granting of extension to the Beneficiary to fulfil any of his/her obligations in terms of this agreement, shall not prejudice the NHE's or Council's rights in terms of this agreement and shall not be deemed as a novation of the agreement or a tacit waiver of their rights in terms hereof nor shall it be applied against them by means of estoppel by representation.

9. BREACH

- 9.1 In the event of:

9.1.1 the Beneficiary failing to make any payment in terms of this agreement or any

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of the parties failing to comply with any obligations placed upon him/her in terms of this agreement ("the breach") and, generally, failing to rectify the breach with 7 (seven) days of delivery of written demand thereto by another non-defaulting party, or

- 9.1.2 the Beneficiary failing to make payment of his/her monthly installments towards the outstanding balance of the construction costs payable to the NHE, if applicable and in that event immediately.

the non-defaulting party entitled to the performance shall be entitled (but not obliged) and without prejudice to any other rights of recourse or any other remedy which it may have in law:

- 9.1.3 to claim specific performance of the obligations placed upon the defaulting party in terms of this agreement or, if applicable, to claim immediate payment of the full outstanding balance of the construction costs then still due; or

- 9.1.4 to cancel this agreement and to claim re-possession and/or re-transfer of the Property (as the case may be) and the payment of any arrear payments due in terms of this agreement together with interest thereon at the prescribed rate and/or such damages as the non-defaulting party may have suffered.

- 9.2 In the event of the cancellation of this agreement, the NHE shall be entitled to retain all payments made by the Beneficiary in terms hereof, in which event all payments made by the Beneficiary shall be regarded as compensation for the Beneficiary's enjoyment and entitlement to use the Property up to date of cancellation or towards the pre-payment of any damages the Council or the NHE may suffer in consequence thereof.

- 9.3 Any costs incurred by any party in the enforcement of the terms of this agreement and/or its remedies under this agreement shall be recoverable from the defaulting party, on a scale as between attorney and own client.

10. GENERAL

- 10.1 The Beneficiary undertakes to vacate the Property immediately on termination of this agreement, it being agreed that no right to tenancy beyond the cancellation of this agreement is created herein.

- 10.2 The Beneficiary undertakes to maintain the beacons of the Property that they remain distinguishable.

- 10.3 This agreement shall be binding on the Beneficiary's successors in title.


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- 10.4 The Council may cede and assign their rights and obligations in terms of this agreement to any other person, provided they have given written notice thereof to the Beneficiary. The Beneficiary may not cede and assign any rights or obligations under this agreement for the duration for the 10 (ten) years period as referred to in clause 2.3.1 above.
- 10.5 Where the Beneficiary, as referred to herein, is more than one person, i.e. being spouses or otherwise, such persons shall be jointly and severally liable to the NHE and the Council for the due compliance with the Beneficiary's obligations under this agreement.
- 10.6 Any claim which the NHE may in law have against the Council arising from the improvement of the land by the development and construction of a dwelling thereon, be that claim based on enrichment or otherwise, shall be limited to:
- 10.6.1 the amount of the construction costs referred to herein and in particular, the balance of the construction costs which NHE was unable to recover from the Beneficiary in terms hereof; and
- 10.6.2 to circumstances where the Council is or becomes the registered owner of the Property.

11. DOMICILIUM

- 11.1 The parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of and in connection with this agreement as follows:
- 11.1.1 the Beneficiary: The Property
The postal address on page 1 to this agreement
- 11.1.2 the Council: The Municipal Office Complex
Rakatoka Street Swakopmund
P.O. Box 53, Swakopmund
- 11.1.3 the NHE No. 7 General Murtala Muhammed Avenue, Windhoek
P.O. Box 20192, Windhoek
- 11.2 Any party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* is an address within the Republic of Namibia and such change will only be effective upon receipt of a notice to that effect.
- 11.3 All notices given in terms of this agreement shall be given in writing and may either be sent by pre-paid post, in which event it shall be deemed to be received 5 (five) days after posting, or shall be delivered to the above physical address, in which event it shall

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be deemed to have been received when so delivered. Notices may also be given by other means, in which event, however, no deeming provisions relating to its receipt shall apply.

12. JURISDICTION OF THE COURTS

The parties hereby consent to the jurisdiction of the Magistrate Court in respect of any action, which may result from this agreement, including all eviction proceedings, claims for damages and other actions as a result of the breach of this agreement by the parties. Notwithstanding such consent by the parties, they shall have the right to institute any action in the High Court according to their decision and absolute discretion.

Thus done and signed by the BENEFICIARY/S at Sekopunel on the 28 day of August 2021

AS WITNESSES:

1.	<u>[Signature]</u>	<u>[Signature]</u> THE BENEFICIARY
2.	<u>[Signature]</u>	_____ THE BENEFICIARY/S

Thus done and signed by the NHE at WALVIS BAY on the 31 day of August 2021

AS WITNESSES:

1.	<u>[Signature]</u>	<u>[Signature]</u>
2.	<u>[Signature]</u>	_____ FOR THE NATIONAL HOUSING ENTERPRISE

DT [Signature]
EMIC

Thus done and signed by the COUNCIL at SWAKOPMUND on the 06 day of July 2022

AS WITNESSES:

1. 
.....
2. 
.....


.....
CHIEF EXECUTIVE OFFICER //
ACTING CHIEF EXECUTIVE OFFICER

.....
CHAIRPERSON MANAGEMENT COMMITTEE
// ALTERNATE CHAIRPERSON
MANAGEMENT COMMITTEE

Annexure "A" to Agreement

Payment of Construction Costs

The construction costs payable by the Beneficiary to the NHE shall be the sum of:

N\$446 404.00 (FOUR HUNDRED AND FORTY SIX THOUSAND FOUR HUNDRED AND FOUR NAMIBIA DOLLARS)

Payment of the construction costs by means of instalments (if applicable) *

In the event of the construction costs being payable to NHE, by means of monthly instalments, the following shall apply:

1. The construction costs, which *inter alia* includes the Capital amount, interest, short term insurance and life insurance premium, shall be payable in monthly installment as stipulated and agreed between NHE and the Beneficiary in the Loan Agreement.
2. The Loan Agreement referred to above is an agreement duly entered by and between NHE and the Beneficiary on 16 November 2018, for the sole purpose of financing the Beneficiary's purchase of the Property.
3. The Beneficiary shall commence with the repayment of the construction costs (the loan) in monthly installment, at the offices of NHE or by payment into the nominated bank account of NHE, which payment shall clearly reflect the reference number of NHE, as from the first day of the calendar month following the Registration Date.
4. The Beneficiary shall be entitled to repay the full outstanding balance of the construction costs at any time.
5. The payment of the construction costs shall be secured by the registration of a first mortgage bond over the Property in favour of NHE on NHE's customary terms and conditions. The mortgage bond shall be registered by NHE's conveyancers at the cost of NHE.
6. Notwithstanding anything to the contrary herein contained, it is expressly agreed that in the event of the Beneficiary failing to pay the monthly installments referred to herein on the due date thereof, notwithstanding any previous acceptance or previous waiver by NHE, the full outstanding balance of the construction costs shall then immediately become due and payable to NHE.

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Annexure "B1" to Agreement

SWORN DECLARATION BY THE BENEFICIARY UNDER THE MASS HOUSING DEVELOPMENT SCHEME

(The Beneficiary and his/her spouse must each make a separate declaration)

I, the undersigned,

Full Name/s & Surname of Beneficiary: ESTER MAGANO KAMULILO
Namibian ID Number: 841215 1059 3
Full Name/s & Surname of Spouse (if any):
Namibian ID Number of Spouse (if any):

hereby states the following facts under oath:

- 1. My full names and surname (s), identity number (s) and marital status are correctly recorded above.
2. I applied for and intend to acquire immovable property from the Swakopmund Municipality as part of the Mass Housing Development Program of the Government of Namibia. This declaration is made in support of that application and the agreement concluded thereto.
3. I make this declaration knowing that any false information which I may provide herein may cause me to forfeit the Property I intend to acquire, and that furnishing false information in this declaration is wrong and is a punishable criminal offence.
4. I am 21 (twenty one) years or older at the time of signing this declaration, and I am a Namibian citizen.
5. Neither me, nor my spouse have ever owned any immovable property anywhere in Namibia and I am not likely to own such property in the near future.
6. I acquire the Property as a primary domestic dwelling for occupation by myself, my spouse and our immediate family.
7. I do not acquire the Property on behalf of anyone else or by agreement or arrangement that anyone else will have any benefits from the Property.
8. I have not participated in any other national housing program within the area of jurisdiction of any local authority within the Republic of Namibia.
9. The facts recorded in and referred to in this declaration and the application forms I completed and any supporting documents or vouchers, including any financial information provided, are to the best of my knowledge true and correct.

Signature of Beneficiary/s

I hereby certify that the above deponent(s) have signed this declaration in my presence and that the deponent(s) acknowledge that he/she/they understand the contents of this declaration; that the facts in this declaration are true and correct and that he/she/they regard the oath as binding on his/her/their conscience, where after he/she/they declared the contents of this statement is true so help me God and where after I have signed this certificate at Swakopmund (place) on this 21 day of August 2021.

SURANATHA WAGNER
SHOP 208
1st FLOOR PLATZ AM MEER
P.O. Box 2970
SWAKOPMUND
COMMISSIONER OF OATHS
PRACTISING LEGAL PRACTITIONER
NAMIBIA - TEL: +264 64-443100

Commissioner of Oaths

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Annexure "D"

Ester Mngqiso (Mam'le)
 P.O. Box 1149
 Cell: +264 81 431 2111 (8944257)M
 Swakopmund

HR 12002

The Chief Executive
 Municipality of Swakopmund

**RE: ERF 7604 Swakopmund Request for Waiving of Pre-Emptive Right Waiver -
 MHDP SWAKOPMUND**

Dear Sir

Background

In October 2018, I proudly acquired an MHDP home and cherish every moment I spend there. For the following reasons, I respectfully ask that the Councilors of Municipality of Swakopmund to waive a ten-year prescriptive right.

My home, which is in DRC, was purchased in October 2018. I work as a case manager/administrative officer at the Office of the Labour Commissioner. I handle all the issues that are presented before the OLC. Majority of my clients, if not all of them, reside in DRC and the fact that I handles their files they assumed that I am involved in decision making which I am not, and if the outcome is not in their favor upon collecting their affidavits they will remind me of where I stay and strongly threaten to deal with me outside of work, because they know where my house is.

As a single woman, living alone, I feel extremely vulnerable because of these type of threats. I also had to constantly find someone to come and stay at my place when I traveled for work. This I previously inquired with NHE (see annexure A) about the prospect of moving a house to the other matutara, which I believe to be safer.

NHE called me at the beginning of this year to let me know that they were considering me for a house, but first they needed to make sure I could afford it. They confirmed this and said they would start working on the relocation. I followed up and everything was going well, and Mr. Amal promised to give me an update in a week. Unfortunately, when I followed up after a week, I was informed that the house had been sold to someone else and that I had no chance of moving.

Because I was afraid of staying more and because I was physically, emotionally, and intellectually out of the house, I wanted to know how to proceed if I wanted to sell the house and they advised me on how to go about it (see annexure B).

NHE sent the evaluator, and after the evaluation was completed, I was advised to put in a request in case that I am in having someone but the person should be on the waiting list. I did as I was advised (Annexure C).

I continued to follow up after occasionally waiting for a response from NHE until I was told that I may also sell to a third party if I found one since NHE was not pronouncing themselves.

I managed to get a buyer which is a third party and he is also on the MWL since 2013. He is being financed by the bank (FNB) and his loan is already approved (annexure E) and NHE has also waived their pre-emptive right (annexure F) and gave me permission me to sell the property. I am aware that I will not be able to benefit under the MHDP for the next 10 years.

I hope you find the above reasons provided valid and will promptly waive your pre-emptive rights.

Yours faithfully



Ester M Kamulilo

Annexure "E"

Total No	Client Type (Individual/corporate)	First Name	Middle Name	Last Name	Marital Status	Sex	Application Type (Land/House/Land & House)	Town	Application Date	Reference Number	Remarks
9147	Individual	Meliana	Mercilla	Dixon	Married	Female	Land & House	Swakopmund	29/10/2013	MO 2836	number not reachable 28.16.21 Married MO 2658
9148	Individual	Lukas		Dumeni	married	Male	Land & House	Swakopmund	29/10/2013	MO	not assisted yet
9149	Individual	Jakobus	Johannes	Eisab	Single	Male	Land & House	Swakopmund	29/10/2013	MO	number not reachable 28.81.21
9150	Individual	Monika		Ella	Single	Female	Land & House	Swakopmund	29/10/2013	MO	number not reachable 28.13.21
9151	Individual	Gift		Enson	Single	Male	Land & House	Swakopmund	29/10/2013	MO	number not reachable 28.13.21
9152	Individual	Mervin		Fisch	Single	Male	Land & House	Swakopmund	29/10/2013	MO	number not reachable 28.13.21
9153	Individual	Paulus	Mwenvo	Francisco	Single	Male	Land & House	Swakopmund	29/10/2013	MO	number not reachable 28.13.21
9154	Individual	Erastus	Tangent	Fundeni	Single	Male	Land & House	Swakopmund	29/10/2013	MO	number not reachable 28.13.21
9155	Individual	Julitta	Touthigitwa	Gabriel	Single	Female	Land & House	Swakopmund	29/10/2013	MO	number not reachable 28.14.21
9156	Individual	Mercia	Alt	Gangos	Single	Female	Land & House	Swakopmund	29/10/2013	MO	number not reachable 28.16.21
9157	Individual	Christofine		Gairises	Single	Female	Land & House	Swakopmund	29/10/2013	MO	number not reachable 28.14.21
9158	Individual	Risika	Risika	Ganuses	Married	Female	Land & House	Swakopmund	29/10/2013	MO	number not reachable 28.16.21
9159	Individual	Selma	N/A	Gaoses	Married	Female	Land & House	Swakopmund	29/10/2013	MO	number not reachable 28.17.21

Annexure D

The Regional Manager
NHF Wajirisbay

02 September 2024

RE: RRF 7604 SWAKOPMUND - REQUEST TO SELL MHPD HOUSE TO LUKAS
SHOTETE NYALOO DUMENI & TRIFILIE DUMENI FOR AN AMOUNT OF N\$550.00.

Dear Mr Tjokane

Please refer to my earlier correspondence regarding my plan to sell my home. I, Ester Magano Kamulilo ID: 84151210593, would want to sell my residence through NHF to Lukas Shotete Nyaloo ID: 85042410635 & Trifilie Dumeni ID 8710100716. Mr. Lukas is on the NHF waiting list.

Mr. Lukas and his wife will be financed on by First National Bank.

The majority of our clients live in the DRG, thus the reasons for selling is still the same: the conditions to stay here are getting harder, as more and more "illegal structures" are built.

I should also say that this was not an easy choice because one of my greatest accomplishments was getting a house through the MHPD Scheme, but I also had to think about my safety.

Thank you



Ester Magano Kamulilo
Cell +264 81 4312114

PREVIOUS RESOLUTIONS FOR SIMILAR CASES

Following are most recent resolutions for similar requests that were passed by Council on **08 October 2024** under item 11.1.12:

- (a) *That Council waives the 10-year restriction over Erf 7688 Swakopmund, Ext 28 to allow Mr Vihanga to sell the said erf to Mr and Mrs Kativa.*
- (b) *That the donation of Erf 7688 be revoked and that Mr. Vihanga be requested to pay the Council back the full development cost which is N\$102,000.00.*
- (c) *That Ministerial consent be obtained to allow Mr. Vihanga to sell Erf 7688, Swakopmund, Extension 28 to the third party, Mr. and Mrs. Kavita.*
- (d) *That Mr. Vihanga be informed that he no longer qualifies for allocation of an erf under the low-cost housing projects, as he is no longer a first-time property owner."*

On **08 October 2024** under item 11.1.13 Council approved to waive the pre-emptive right over Erf 4045, Mondesa:

- (a) That Council approves to waive the pre-emptive right over Erf 4045, Mondesa by allowing Mr Angamba to sell the erf to Mr Haimbondi based on Mr. Angamba being unemployed and experiencing financial difficulties and money has been exchanged between the two parties.
- (b) That the Council takes note that Mr Haimbondi already owns Erf 702, Mondesa, Extension 2, and is not a first-time-homeowner.
- (c) That the donation of erf 4045 be revoked and the land value of N\$68,000.00 be paid back to Council by Mr. Angamba.
- (d) That the N\$68,000.00 be deducted from the remaining amount of N\$120,000.00 which must be paid to Mr Angamba.
- (e) That NHE issues the title deed to Mr Haimbondi after the full amount of N\$68,000.00 is recovered by the Council for the land value."

On **14 November 2024** under item 11.1.21 Council also approved to waive the pre-emptive right over Erf 7001, Extension 26:

- (a) That Council takes note that Erf 7001, Extension 26, Swakopmund was allocated to Mr Joan Eben-Ezer Sheehama through the Build Together Program Phase I for the sole purpose of constructing a house, and the Deed of Sale was signed on 17 March 2017, and the purchase price of N\$26,000.00 was paid in full on 11 April 2023.
- (b) That it be noted that Mr Sheehama is unemployed, cannot afford to pay the basic services, nor the loan to develop Erf 7001, Extension 26, Swakopmund, and has not been living in Swakopmund, for a long time.
- (c) That it be noted that Mr Sheehama donated the erf to his nephew Mr Albino Felesianu, who is paying the service account of Erf 7001, Extension 26, Swakopmund, and has made improvements on the property.
- (d) That Council takes note that Mr Felesianu is not on any of Council's lists of land applications.
- (e) That it be noted that Erf 7001, Extension 26, Swakopmund is utilized for business and residential purposes by Mr Felesianu Albino and his brother.
- (f) That Mr. Sheehama be informed that Mr Felesianu may continue assisting with payments of expenses of the property as a co-applicant, without granting him full ownership, and on condition that the erf may only be used for single residential purposes.



ALMINA Properties CC
 P O Box 3703, Swakopmund
 Cell: +264816922479
 Email: alminaproperties@gmail.com
 Registration no.: cc/2022/03669

DEED OF SALE

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN:

ESTER MAGANO KAMULILO
IDENTITY NUMBER 841215 1059 3
UNMARRIED

With his chosen *domicilium citandi et executandi* of

P O Box 1143, Swakopmund

CELL No. +264814312114

(Hereinafter called the "SELLER")

AND

LUKAS SHOTETE IYALOO DUMENI
IDENTITY NUMBER 850424 1063 5

AND

TRIFILIE DUMENI
IDENTITY NUMBER 871011 0071 6
MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER

With her chosen *domicilium citandi et executandi* of

P. O. Box 5010 SWAKOPMUND

Cell No: +264813074295 / +264813637949

(Hereinafter called the "PURCHASER")

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The Seller hereby sells to the Purchaser who hereby purchases:

CERTAIN	ERF NO. 7604, SWAKOPMUND (EXTENSION NO. 28)
SITUATE	IN THE MUNICIPALITY OF SWAKOPMUND REGISTRATION DIVISION "G" ERONGO REGION
MEASURING	304 (THREE NIL FOUR) SQUARE METRES AS WILL APPEAR FROM GENERAL PLAN NO. S.G. A364/2013
HELD BY	CERTIFICATE OF REGISTERED TITLE NO. 4684/2017
SUBJECT	TO THE FOLLOWING CONDITIONS IMPOSED IN TERMS OF THE GOVERNMENT NOTICE NO. 230/2018 NAMELY:

WHEREFORE all the right, title, and interest which the Transferor/s heretofore had to the abovementioned unit is renounced, and, in consequence it is also acknowledged that the Transferor/s is entirely dispossessed of, and disentitled to, the same and that by virtue of these presents the aforesaid Transferee/s is/are now entitled thereto, the State, however reserving its rights.

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SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**1. PURCHASE PRICE**

- 1.1 The Purchase Price of the Property is the sum of **N\$ 590 00, 00 (Five Hundred and Ninety Thousand Namibia Dollars)**, which amount includes the Purchase Price of the PROPERTY, Transfer Registration Fees, and Agent Commission (inclusive of VAT), payable by the PURCHASER as stipulated in this agreement.

The amount as afore-said consists of the following:

- **PURCHASE PRICE of the property amounting to N\$ 580 000.00 (Five Hundred and Eighty Thousand Namibia Dollars) (Inclusive of Estate Agents' Commission and VAT thereon)** payable by the PURCHASER to the SELLER on date of registration of transfer of the property to the name of the PURCHASER;
- **TRANSFER COSTS AMOUNTING TO ± N\$ 8 000.00;**
- **BOND REGISTRATION COSTS AMOUNTING TO ± N\$ 12 330.00**

The PURCHASER confirms that he/she is aware that the costs set out above are only estimates as it depends on the valuations of the transfer and bond and confirms that he/she shall pay any shortfall to the attorneys in respect of the above-mentioned transfer / bond registration costs on demand, as the costs may vary between the different banks.

The PURCHASER hereby confirms that the calculation of the transfer duty payable to the Receiver of Revenue is subject to the Receiver's confirmation that the transfer duty is only payable on the purchase consideration excluding the costs that is included in the purchase price.

- 1.2 The full Purchase Price shall be paid to the trust account of **DR WEDER, KAUTA AND HOVEKA INC. within 30 days of signature** of this agreement, free of any deductions, which amount shall be kept in trust pending transfer of the property or termination of this agreement;

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termination of this agreement;

Alternatively

The full Purchase Price shall be secured by an acceptable written guarantee from a registered financial institution **within 30 days of the signature** of this agreement to be payable to the SELLER on date of registration of the transfer of the property in the Deeds Office of Namibia.

Irrespective of the payment method or combination of payment methods chosen by the PURCHASER, the PURCHASER shall provide the SELLER'S appointed conveyancers with proof of payment to any of the trust accounts of the appointed conveyancers and/or a letter of approval of a loan which would secure the full purchase price within **30 (Thirty) days** of signature of this Agreement:

DR WEDER KAUTA & HOVEKA INC
TRUST ACCOUNT NO: 102 664 3801
BANK WINDHOEK LTD
INDEPENDENCE AVENUE
BRANCH CODE: 481 972
SWIFT CODE: BWLINANX

DR WEDER KAUTA & HOVEKA INC
TRUST ACCOUNT NO: 620 1677 2578
FIRST NATIONAL BANK
COMMERCIAL SUITE, WINDHOEK
BRANCH CODE: 281 972
SWIFT CODE: FIRNNANX

DR WEDER KAUTA & HOVEKA INC
TRUST ACCOUNT NO: 421 814 799
STANDARD BANK
MAERUA MALL
BRANCH CODE: 086 872
SWIFT CODE: SBNMNX

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2. POSSESSION

Possession of the Property shall be given to the Purchaser upon registration of the said erf into the name of the Purchaser, and the Seller will guarantee occupation and possession to the Purchaser on this date from which date the Property shall be at the sole risk, loss or profit of, the Purchaser.

3. RATES AND TAXES

The Seller shall be responsible for payment of all outstanding amounts due to the Municipality of Swakopmund until date of registration of the said erf into the name of the Purchaser, from which date it shall be the responsibility of the Purchaser.

4. TRANSFER OF PROPERTY

4.1 Transfer of the Property shall be granted by the Seller to the Purchaser as soon as the Seller tenders transfer, the Purchaser will be compelled to take all the necessary steps, and to perform all other actions in order to take transfer without any delay. The Purchaser shall provide the transferring attorneys with guarantees and/or cash deposits covering the purchase price when requested to do so as more fully set out in Clause 1.2 herein.

4.2 Transfer of the property shall be attended to by the Seller's Conveyancers Attorneys DRWEDER KAUTA & HOVEKA INC situated at, 7 Mc Hugh, Platz am Meer, Swakopmund with contact details as follows: +264 (0)64 443 100 (telephone) or +264 (0)64 443 101 (fax number) or info@wkh-law.com

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5. ESTATE AGENT'S COMMISSION

The purchase price for the immovable property is the sum of **N\$ 590 00, 00 (Five Hundred and Ninety Thousand Namibia Dollars)**, which amount includes the Purchase Price of the PROPERTY, Transfer Registration Fees, and Agent Commission (inclusive of VAT), of which an amount of N\$ 30 000.00 (THIRTY THOUSAND NAMIBIAN DOLLARS) including VAT will be paid into the Estate Agency trust account ALMINA PROPERTIES CC, STANDARD BANK, ACCOUNT NUMBER: 60006183769, BRANCH CODE 082172. The purchase price will be paid into the Trust Account of DR WEDER KAUTA & HOVEKA INC and will be payable to the Seller, after deduction of all debts against the said erf, on date of registration may reveal on re-survey nor shall the Seller benefit by any possible surplus.

6. VOETSTOOTS

The property is sold VOETSTOOTS and is described in the Title Deed. The Seller shall and is subject to all condition's servitude (if any) attaching thereto referred to in the Title Deed. The Seller shall not be liable for any deficiency in extent which may reveal on re-survey nor shall the Seller benefit by any possible surplus.

7. OCCUPATIONAL INTEREST

If by subsequent agreement between the parties the date of occupation and possession does not coincide with the date of registration on the property in the Purchaser's name, the party enjoying occupation of the property while it is registered in the name of the other party, shall in consideration thereof and for the period of such occupation, pay to the other party occupational interest in the amount of N\$nil which is payable in advance.

8. DOMICILIUM

For all purposes under this contract the Seller and the Purchaser respectively, choose

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For all purposes under this contract the Seller and the Purchaser respectively, choose *domicilium citandi et executandi* at the address mentioned above in the heading, unless all parties hereto are advised in writing of a change of address.

9. WAIVER

Notwithstanding any express with implied provisions of this Deed of Sale, latitude or extension of time which may be allowed by the Seller to the Purchaser in the respect of payment provided herein, or any matter that the purchaser is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be waiver of the Sellers rights at any time to require strict and punctual compliance with each and every provision of terms thereof.

10. ENTIRE CONTRACT

This Agreement contains the whole of the agreement between the parties and any other terms, provision or condition, whether express or implied are excluded here from and any variations, alterations or additions to this agreement shall not be of any force or effect or legal validity unless reduced to writing and signed by Seller and Purchaser

11. JURISDICTION

For the purposes of resolving any dispute which may exist or occur between the parties hereto, the parties' consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under section 28 of the Magistrate's Court Act, 32 of 1944, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to section 45 of the Magistrate's Court Act, 32 of 1944 (as amended) or any amendment thereof. Provide that the Seller shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.

EMK
L-S-I-D
T.D. E.S.

12. CANCELLATION CLAUSE

If the Purchaser commits a breach of any term or condition of this Deed of Sale the Seller shall give the Purchaser 7 days, notice in writing in prepaid registered mail to the address as chosen on page one hereof to rectify such breach within 7 days from date of such notice. Should the Purchaser fail to rectify such breach within the stipulated 7 days, the Seller shall have the right to either:

- a) Cancel the Sale by registered letter to the Purchaser, whereupon the Purchaser shall forfeit any and all amounts paid to the Seller in terms of this Agreement, without prejudice of any of the other rights and remedies of the Seller and the right to claim damages. These amounts will be paid to the Seller as "ROUKOOP".
Or
- b) Claim immediately payment of the Purchase Price and fulfilment of all terms and conditions of this Deed of Sale.

L-S-I-D

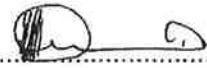
EMK

T.D

E.S

THUS, DONE AND SIGNED AT SWAKOPMUND ON THIS DAY OF 05 SEPTEMBER 2024 in the presence of the undersigned witnesses:

AS WITNESSES:

1. 



SELLER

2. T. Duxeni

THUS, DONE AND SIGNED AT SWAKOPMUND ON THIS DAY OF 05 SEPTEMBER 2024 in the presence of the undersigned witnesses:

AS WITNESSES:

1. ESTHOPIA



PURCHASER

2.

T. Duxeni

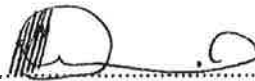
(SIGNITURE OF SPOUSE)

AS WITNESSES:

1. 



REGISTERED AGENT

2. 

Handwritten signature

CERTIFICATE

APPLICATION FOR CANCELLATION OF A PRE-EMPTIVE RIGHT

I, the undersigned, JOSEFINA NEKONGO in my capacity as of the NATIONAL HOUSING ENTERPRISE, duly authorised by a resolution dated 08 May 2018, approved by and as such acting for and on behalf of the National Housing Enterprise (Established in terms of Act No. 5 of 1993),

Do hereby

CERTIFY that the Pre-Emptive right in favour of THE NATIONAL HOUSING ENTERPRISE in respect of the undermentioned property is to be cancelled, namely

CERTAIN	Erf No. 7604
SITUATE	in the Municipality of SWAROPMUND, Registration Division "G" Erongo Region
MEASURING	304 (Three Zero Four) Square Metres
HELD	by Deed of Transfer No. T 5614/2022

SIGNED at WINDHOEK on this the 18th day of October 2024

Handwritten signature of Ms. Josefine Nekongo

Ms. Josefine Nekongo

Manager: Legal Services, Compliance & Risk / Company Secretary

Witness

1. Handwritten signature of witness 1

2. Handwritten signature of witness 2