

Municipality of Swakopmund

AGENDA ORDINARY COUNCIL MEETING

ON
TUESDAY
29 APRIL 2025
AT
19:00



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

Enquiries: **Ms A Kahuika**

23 April 2025

The Chairperson and Members
of the Management Committee
Municipality of SWAKOPMUND

Dear Sir / Madam,

NOTICE: ORDINARY COUNCIL MEETING

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

DATE : THURSDAY, 29 APRIL 2025

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

TIME : 19:00


Alfeus Benjamin
CHIEF EXECUTIVE OFFICER

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(C/M 2025/04/29- 5/2/1/1/2)

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None.

6.

PETITIONS

None.

7.

MOTIONS OF MEMBERS

None.

8.

ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN

None.

9.

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10.

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10.1

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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 **Tuesday, 01 April 2025** at **19:00**.

PRESENT:

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

OFFICIALS:

Mr A Benjamin	:	Chief Executive Officer
Mr M Haingura	:	General Manager: Corporate Services & HC
Mr V S Kaulinge	:	General Manager: Economic Development Services
Mr C McClune	:	General Manager: Engineering and Planning Services
Mr H !Naruseb	:	General Manager: Finance
Ms L N Mutenda	:	General Manager: Health Services and SWM
Ms D Hannes	:	Personal Assistant to the Mayor
Ms A Kahuika	:	Administrative Officer
Mr U Tjiurutue	:	Corporate Officer: Administration

ALSO PRESENT:

Seven (7) members of the public.

1. OPENING BY PRAYER

Dr van Dyk opened the meeting with a prayer.

2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL

(C/M 2025/04/01 - 5/2/1/1/2)

On the proposal of Councillor W O Groenewald, seconded by Councillor H H Nghidipaya, it was:

RESOLVED:

That the agenda be adopted.

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

3.1 Application for leave of absence:

- Councillor M Henrichsen : Approved
- Councillor P Shimhanda : Approved

3.2 Declaration of interest:

- Councillor H H Nghidipaya : Items 11.1.7 and 11.1.8
- Councillor E Shitana : Item 11.1.7
- Councillor S M Kautondokwa : Item 11.1.7

4. **CONFIRMATION OF MINUTES**

(C/M 2025/04/01 - 5/2/1/1/2)

4.1 **MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 30 JANUARY 2025**

(C/M 2025/04/01 - 5/2/1/1/2)

On the proposal of Councillor W O Groenewald seconded by Councillor H H Nghidipaya, it was:

RESOLVED:

That the minutes of the Ordinary Council Meeting held on 28 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 2025/04/01 - 5/5/2)

Honourable Councillors, Mr. Afeez Benjamin, the Chief Executive Officer, General Managers, Managers and officials of Council, Pastor JP Archer, Members of the Junior Town council, Members of the community, Members of the media, ladies and gentlemen

Good evening once again:

Welcome to the February Announcements. Thank you so much for joining us this evening.

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Honourable Councillors, Fellow residents of Swakopmund:

On the 8th of February this month, our nation bid farewell to a visionary leader whose unwavering dedication shaped the course of our history. As Swakopmund mourned alongside the rest of the country, we were reminded of the unity and strength that our Founding Father always championed. His dream was for a nation that stands together, and in his memory, we must continue to uphold that spirit. As we prepare to lay him to rest on 1 March, we extend our heartfelt gratitude to all residents for their patience and respect during this time of mourning. Let us honor his legacy by remaining united, ensuring that the values he instilled in us continue to guide our community forward.

Additionally, we would like to extend our gratitude to the Namibian government who saw it befitting to host memorial services in all the regions. We were indeed fortunate to attend the Erongo Regional memorial service and pay homage to the Father of the Namibian nation. May his soul rest in eternal peace.

Ladies and gentlemen

Whilst we are remembering and celebrating our selfless leader, I would like to use this opportunity to take this moment to highlight the Community Angels Project, an initiative by the Swakopmund Municipality that recognizes and celebrates individuals who make a difference in our community. These selfless citizens embody the very principles that our Founding Father stood for which is compassion, unity, and service to others.

Tonight, we have invited Ms Justina Hamukwaya who is the founder of the Miss Teen Mondesa and Miss Mondesa Beauty Pageant, a youth empowerment initiative that grooms young women for future opportunities, including Miss Namibia.

Beyond the stage, Justina leads charity programs such as soup drives, sanitary pad donations, school support, and community upliftment projects, making a meaningful impact in Mondesa. Her dedication to youth development and community service makes her a true Community Angel! As we welcome her on stage to receive her certificate acknowledging her commitment to service, let us please her a round of applause.

On behalf of Council, I would like to thank Mrs Hamukwaya for her service to Swakopmund. May you continue to inspire many others to make a difference in our society.

Ladies and gentlemen

In this same spirit, I hereby announce that on 19 February 2025, the Municipality of Swakopmund donated a total of 670 wheellie bins to the Stampriet Village Council. These wheellie bins were distributed to the residents who were truly grateful for this generous gesture.

This donation followed a visit by a delegation from Swakopmund to the Stampriet Village Council in the Hardap Region, aimed at benchmarking and exploring innovative agricultural development projects and their impact on the local community and economy. During the visit, a shortage of refuse storage facilities in the council area was identified, hence these donations.

Ladies and gentlemen

As Council, we remain committed to supporting emerging sister councils by facilitating technical and skills transfer, as well as providing essential donations.

I am sure that you will all agree with me that sanitation is not just a local concern, but it is a national priority. Therefore, while we continue to enhance waste management in Swakopmund and the Erongo region, we recognize that access to proper sanitation is essential for the health, dignity, and development of communities across Namibia. Clean environments contribute to safer, healthier, and more sustainable towns and villages. It is through collaboration, shared responsibility, and proactive initiatives that we can ensure a cleaner and healthier future for all Namibians.

And we are indeed grateful for the opportunity to have provided this essential resource to the Stampriet village council.

Honourable Councillors,

Just as we prioritize waste management to improve public health, we also remain committed to enhancing safety and security within our communities. In this regard, we are pleased to announce the upcoming inauguration of the DRC Police Station, scheduled to take place on 6 March 2025 at the newly built station. This milestone marks a significant step towards strengthening law enforcement presence and ensuring the well-being of residents in one of Swakopmund's fastest-growing areas.

We eagerly anticipate this significant occasion and are confident that the establishment of the safety and security cluster in the DRC area will help curb the high levels of criminal activity.

Honourable Councillors, Ladies and Gentlemen,

That concludes our announcements for today. We will now proceed with the agenda items.

Thank you for your time and attention.

MAYOR

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

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

(C/M 2025/04/01 - 5/2/1/1/2)

RESOLVED:

That the report to Council on the resolutions taken by Management Committee meetings held on 17 March 2025 be noted.

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

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 17 MARCH 2025**

11.1.1 **LIST OF LEASED PROPERTIES RESORTING UNDER CORPORATE SERVICES & HUMAN CAPITAL**

(C/M 2025/04/01 - 3/2/9, 3/11/2/2/5)

RESOLVED:

That Council takes note of the updated list of properties leased by the Corporate & Human Capital Services Department updated on 21 February 2025.

11.1.2 **RESUBMISSION: APPLICATION FOR A BUILD TOGETHER LOAN TO CONSTRUCT A HOUSE ON ERF 7184, SWAKOPMUND, EXTENSION 26 BY MS HAESES**

(C/M 2025/04/01 - E 7184)

RESOLVED:

- (a) That Council takes note that Ms Haeses' request for financial assistance was approved at the Management Committee meeting of 15 July 2021 under item 7.11 but was not implemented.
- (b) That Council takes note that Ms Haeses 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.
- (c) That Council repeals the resolution of 15 July 2024 under item 2.1 and approves Ms Haeses' application for Build Together loan for construction of a house on Erf 7184, Swakopmund, Extension 26, considering that she applied for housing through the Build Together Programme.
- (d) That Ms Haeses may construct a Container house, unless she proves to be financially able to construct a L-Shape house.
- (e) That Ms Haeses be informed to first surrender the original Title Deed of Erf 7184, Swakopmund, Extension 26 to Council to enable registration of the Build Together bond.
- (f) That all bond registration fees, insurance and any other incidental costs as a result of this transaction be paid by Haeses.
- (g) That Ms Haeses be informed to sign a Cession Agreement for the cost of building material to be paid directly to the supplier.

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11.1.3

GHERON BUILDING CONSTRUCTION (PTY) LTD: CURRENT STATUS

(C/M 2025/04/01 - 16/1/4/2/1/14)

RESOLVED:

- (a) That due to the non-compliance with item 11.1.13 of the Council resolution taken on 28 November 2024 by Gheron Building Construction (Pty) Ltd; it be noted that:
- (i) *Gheron Building Construction (Pty) Ltd has been afforded various extensions of time in the past and failed to comply with the concessions granted.*
 - (ii) *Allowing further extensions of time and or concessions will result in preferential treatment of Gheron Building Construction (Pty) Ltd.*
 - (iii) *Council therefore confirms the cancellation of the development agreement between Council and Gheron Building Construction (Pty) Ltd for the development of Extension 38, Swakopmund.*
- (b) That with reference to the future development of Extension 38, Swakopmund, Council:
- (i) *Calls for development proposals for the installation of services and construction of houses subject to the criteria approved by Council on 29 June 2023 under item 11.1.20, point (d), keeping in mind:*
 - 1. *that the eastern boundary is occupied by informal households;*
 - 2. *the location and status of the development on Matutura Proper by Quintessential Trading & Consultancy (Pty) Ltd for middle-income earners; and*
 - 3. *that the widely published development proposals invitation for Extensions 4 and 5, Matutura resulted in only one proposal being received.*
- (c) That the remaining part of Erf 9821, Swakopmund, which does not form part of the development proposal, be considered to be reserved e.g. for housing based on the outcome of a geotechnical report.

11.1.4

REVIEW THE SALE OF ERF 9239, SWAKOPMUND TO HAIDA AND HAIDA CC

(C/M 2025/04/01 - E 1608, E 2805, E 9239, E 9240)

RESOLVED:

- (a) That Council takes note that the statutory process for the subdivision of the Remainder of Erf 2805 (Rakotoka Street) into Erf 9239, Swakopmund and RE/Erf 2805 and consolidation thereof with Erf 1608, Swakopmund into Erf 9240 has been finalized and the diagrams are approved.
- (b) That Council takes note that the correct size of Erf 9239, Swakopmund measures 1 449m² and not 1 241m² as it was estimated and approved by Council on 25 October 2012 under item 11.1.6.

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- (c) That Council approves the purchase price of Erf 9239, Swakopmund calculated as follows: $1\,449\text{m}^2$ less (the size for the right of way servitude) 312.16m^2 ($1\,136.84\text{m}^2 \times \text{N\$ } 605/\text{m}^2 = \text{N\$ } 687\,788.20 + 15 \text{ VAT\% (N\$ } 103\,168.23) = \text{N\$ } 790\,956.43$
- (d) That Council takes note that the purchaser paid an amount of N\$ 863 425.75 in respect of the estimated size of the erf resulting in an over payment of N\$ 72 469.32 which amount be refunded to Haida & Haida CC.
- (e) That a deed of sale for the sale of Erf 9239, Swakopmund be compiled and signed by and between Swakopmund Municipal Council and Haida & Haida CC.
- (f) That permission be granted to register the consolidated Erf 9240, Extension 7, Swakopmund in the Deeds Office simultaneously with the transfer of Erf 9239, Swakopmund to Haida & Haida CC.
- (g) That the following conditions be registered against the consolidated Erf 9240, Swakopmund, Extension 7:
 - (i) *a 6 metre wide right of way servitude be surveyed and registered over Erf 9240 Swakopmund, Extension 7 in favour of Erf 2819, Swakopmund, Extension 7; and*
 - (ii) *a 7 metre wide services servitude be surveyed and registered over Erf 9240, Swakopmund, Extension 7 in favour of the Local Authority.*

11.1.5

PROGRESS: BLUE BOYS FOOTBALL CLUB RETURN ERF 4346, MONDESA TO COUNCIL IN EXCHANGE FOR A PORTION OF ERF 1143, MATUTURA

(C/M 2025/04/01 - M 4346, E 1143 M)

RESOLVED:

- (a) That Council takes note of the efforts made since the passing of the resolution on 23 February 2023 under item 11.1.11 to obtain a reply from Blue Boys Football Club; and that a conditional acceptance of Council's conditions was received on 23 October 2024.
 - (b) That Council takes note of the conditional acceptance by Blue Boys Football Club as set-out below:
 - (i) *Writing Off of the Debt on Erf 4346, Mondesa; and*
 - (ii) *Grace Period for the payment of rates and taxes for the to be created portion of Erf 1143, Matutura.*
 - (c) That Council accepts the conditional acceptance by Blue Boys Football Club not to further delay the exchange transaction based on the following:
 - (i) *that should Blue Boys Football Club in the past annually applied for the exemption from payment of assessment rates in terms of section 75 of the Local Authorities Act, Act 23 of 1992, as amended they would have complied as an amateur sporting organisation.*
1. *That the arrears rates and taxes in the amount of N\$ 321 331.27 be written off.*

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2. That point (f) of Council's decision passed on 23 February 2023 under item 11.1.11 be repealed.
- (ii) That Blue Boys Football Club be informed to apply annually when published in terms of section 75 of the Local Authorities Act, Act 23 of 1992, as amended for the exemption from payment of assessment rates on the to be created portion of Erf 1143, Matutura as an amateur sporting organisation.
- (d) That subject to approval of point (c), the Corporate Services and Human Capital Department attend to point (g) and Engineering & Planning Services Department attends to point (h) of Council's decision passed on 23 February 2023 under item 11.1.11.
- (e) That once a Surveyor-General approved diagram is issued for the newly created portion of Erf 1143, Matutura, the exchange of ownership of the two erven be finalized.
- (f) That Blue Boys Football Club presents their status, future plans and development concepts to the Management Committee in order not to encounter delays in development for the newly created portion as was the case with Erf 4346, Mondesa since 2008.

11.1.6

POWERCOM (PTY) LTD APPLICATION FOR 2 NEW SITES TO ERECT TELECOMMUNICATION TOWERS IN SWAKOPMUND

(C/M 2025/04/01 – 4/1/17; E 7240, S and E 626, T)

RESOLVED:

- (a) That Council approves the application by PowerCom (Pty) Ltd dated 24 May 2024 for the following 2 new lease sites zoned "Public Open Space" for the erection of telecommunication towers and appurtenant equipment rooms:

Location	Erf Number	Erf Size	BTS Size
Mondesa	7240	2 485m ²	100 m ²
Tamariskia	626	7 538m ²	100 m ²

- (b) That Powercom (Pty) Ltd be granted permission to sublease space on all towers indicated in the table above as it forms part of their business model.
- (c) That Powercom (Pty) Ltd adheres to the following requirements:
- Consent letter from the neighbours
 - Environmental Impact Assessment (EIA)
 - A maximum height of 25m for the towers
- (d) That the following standard lease conditions be applicable to the leasing of the lease portions in (a) above.
- (i) Lease period of 5 years.
- (ii) That building plans of all proposed buildings must be submitted to the Engineering and Planning Services Department.
- (iii) That the portion of land is leased on the explicit condition that the lessee indemnifies Council against any claim for damages resulting from its occupation by the lessee.

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- (iv) *That the lease be at the current tariff of N\$ 42.05/m² per month with an annual escalation of 7% every July (first being 1 July 2025).*
 - (e) **That the Engineering & Planning Services Department provides a lay-out plan for the exact location on the identified erven to be used for the 100m² lease portions.**
 - (f) **That due to Council's intention to sell the Remainder of Erf 626, Extension 1, Tamariskia (see Council's resolution of 28 July 2022 under item 11.1.11), Powercom (Pty) Ltd be responsible for the formal subdivision of the portion which will be leased to them.**
 - (g) **That Powercom (Pty) Ltd installs their own electrical meter so that any expenses and costs generated be allocated to Powercom (Pty) Ltd.**
 - (h) **That the proposed lease of the sites be dealt with in terms of section 63 of the Local Authorities Act 23 of 1992, as amended.**
 - (i) **That Council's standard lease conditions be made applicable to the leases.**
 - (j) **That all costs relating to the lease, including, but not limited to advertising costs, be for the account of the lessee.**
 - (k) **That the following conditions be made applicable in addition to point (d) above:**
 - (i) *That Council will not reimburse Powercom (Pty) Ltd for any costs relating to the installation or removal of its properties or any other expense incurred during or after the termination of the lease agreement.*
 - (ii) *That any damages that may be caused to the lease site be for the account of Powercom (Pty) Ltd and shall be repaired at their cost and on demand.*
 - (iii) *That Powercom (Pty) Ltd be responsible for the proper maintenance of the equipment, failure to maintain the water tower and equipment on a structural and aesthetic level satisfactory to the GM: Engineering and Planning Services will result in the cancellation of the lease and the removal of the lease equipment at the cost of the lessee.*
 - (iv) *That Council be indemnified of any and all possible claims.*
 - (l) **That all costs relating to the lease, including, but not limited to advertising costs, be for the account of the lessee.**
-

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11.1.7

**APPLICATION FROM SWAPO PARTY OF NAMIBIA TO ACQUIRE ERF 6945
EXTENSION 6, SWAKOPMUND**

(C/M 2025/04/01 - E 6945)

During the discussion of this item, Councillor H H Nghidipaya, Councillor E Shitana and Councillor S M Kautondokwa declared their interest in the matter and left the chambers, it was:

RESOLVED:

- (a) That Council takes note of the application dated 15 August 2024 by SWAPO Party of Namibia to purchase Erf 6945, Extension 25, Swakopmund (2 452m²) zoned "General Business".
- (b) That Council approves the application by SWAPO Party of Namibia dated 15 August 2024 to acquire Erf 6945, Extension 25, Swakopmund as reserved in terms of the following two Council decisions:
 - 29 September 2022, under item 11.1.9, point (d)
 - 26 January 2023, under item 11.1.2, point (b)
- (c) That Council's standard conditions of sale for the sale of land to organizations registered with the Electoral Commission be applicable including the reverting clause (attached as Annexure "D").
- (d) That the purchase price remains at N\$110.00/m² which is the cost for the installation of services to Extension 25, Swakopmund, ie. N\$ 269 720.00, 15% VAT excluded.

11.1.8

**SALE OF ERF 4770 (A PORTION OF ERF 4362), MONDESA TO HAFENI
TOURISM GROUP (PTY) LTD: EXECUTION OF COUNCIL'S DECISION PASSED
ON 14 NOVEMBER 2024 UNDER ITEM 11.1.36**

(C/M 2025/04/01 - M 4770)

During the discussion of this item, Councillor H H Nghidipaya declared his interest in the matter and left the chambers, it was:

RESOLVED:

- (a) That Council takes note that Hafeni Tourism Group (Pty) Ltd secured the purchase price in the amount of N\$1,121 250.00 (inclusive of 15% VAT) as follows:
 - (i) On 29 January 2025 a bank guarantee was issued by Bank Windhoek by letter of undertaking No. 01-20250130-370-02, securing 2/3 (N\$784,875.00) of the purchase price.
 - (ii) Hafeni Tourism Group (Pty) Ltd paid the remaining 1/3 in the amount of N\$336 375.00 in cash on 04 February 2025.
- (b) That Council condones the receipt of the 1/3 cash portion on 04 February 2025; i.e. after the due date of 31 January 2025.
- (c) That Council takes note that Council's conveyancer is attending to the registration of Erf 4770, Swakopmund as a transferable erf and the registration of transfer of ownership of Erf 4770, Swakopmund to Hafeni Tourism Group (Pty) Ltd.

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- (d) That it be noted that the property must be developed within 24 months from the date of transfer (clause 8.2.5) and that the property may not be alienated within 24 months unless a completion certificate has been issued (clause 8.2.3)

11.1.9 **NAMPOL - REPORT FOR THE 2024/25 FESTIVE SEASON OPERATIONS FROM 15 DECEMBER 2024 UNTIL 06 JANUARY 2025**
(C/M 2025/04/01 - 15/2/7/1/2, 3/15/1/1)

RESOLVED:

- (a) That Council takes note of the post operational report for the 2024/2025 Festive Season by NAMPOL Special Reserve Force from 15 December 2024 until 06 January 2025 in Swakopmund.
- (b) That Council express their gratitude towards the Special Reserve Force for their presence during the Festive Season 2024/25.
- (c) That Council grant permission to the General Manager: Economic Development Services to request the assistance from the Regional Commander, Commissioner Kupembona, to avail twenty (20) Special Reserve Force for the upcoming Easter and May holidays from the 14-30 April 2025 and 4- 10 May 2025.
- (d) That Council grant permission to the General Manager: Finance to defray all costs associated (Accommodation and meals= N\$149 191.63) with this exercise from Vote: 101016509500 (Accommodation Namibian Police), where N\$235 927.25 is available.
- (e) That the Ministry of Safety and Security ensure that the Special Field Force is full-time deployed in Swakopmund during the dates mentioned in (c).
- (f) That NAMPOL be requested to submit a report of their activities for the periods of 14 -30 April 2025 and 4- 10 May 2025 to Council.

11.1.10 **REPORT: LIFEGUARD OPERATIONS CONDUCTED BY MONARCH LIFEGUARD AND EMERGENCY SERVICES CC ON THE BEACH AREA**
(C/M 2025/04/01 - 16/1/2)

RESOLVED:

That the report of the lifeguard Operations conducted by Messrs Monarch Lifeguard and Emergency Services CC on the beach area be noted.

11.1.11 **REPORT: CCTV SURVEILLANCE SMART CITY-LITE PILOT PROJECT**
(C/M 2025/04/01 - 4/1/2/3)

RESOLVED:

- (a) That the report of the CCTV Surveillance smart city-lite pilot project be noted.
- (b) That crime hotspots in Mondesa, DRC and Matutura be prioritized.
- (c) That Council request Erongo RED to install mast lights in dark areas as a crime prevention measure.

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- 11.1.12 **OUTCOME OF THE SALE OF 07 FEBRUARY 2024: 4 X ERVEN ZONED "GENERAL BUSINESS" LOCATED IN EXTENSION 25, SWAKOPMUND**
(C/M 2025/04/01 - Erf 6946, Erf 6947, Erf 6948, Erf 6949, S)

RESOLVED:

That Council takes note of the outcome of the closed bid sale held on 07 February 2025 of the 4 "general business" erven located in Extension 25, Swakopmund.

- 11.1.13 **SECOND AUDIENCE: HDF ENERGY NAMIBIA**
(C/M 2025/04/01 - 17/2/11/2)

RESOLVED:

That Council takes note of the second briefing by HDF Energy Namibia on the status, progress and future timelines with regard to the development and establishment of a hydrogen-to-power plant for solar energy generation, hydrogen production, storage and refueling.

- 11.1.14 **REQUEST FOR AN AUDIENCE: COASTAL GENOCIDE REPARATION WALK**
(C/M 2025/04/01 - 3/15/1/1; 15/2/2/1/4)

RESOLVED:

- (a) That Council duly acknowledges and takes note of the presentation by the Coastal Genocide Committee, recognizing its historical and cultural significance towards the envisaged Coastal Genocide Reparation Walk.
- (b) That Council condones the sponsorship for the venue and the provision of water to the Coastal Genocide Committee in support of their event.
- (c) That the request for chairs, tables, a podium, and exemption from the prescribed deposit fee be regrettably declined.
- (d) That the organizers be formally informed, in writing, that overnight accommodation at the sports field is strictly prohibited, and they are expected to adhere to all relevant regulations and guidelines.

- 11.1.15 **UNSOLICITED APPLICATIONS: PROCESSING OF APPLICATIONS**
(C/M 2025/04/01 - 17/1/4/2/1/7, 17/1/4/2/1/11)

RESOLVED:

- (a) That Council confirms that as standard operating procedure it is proposed that the Corporate and Human Capital Department determines the purpose of applications for:
 - (i) *established erven (general residential, single residential, business, industrial and institutional); and*
 - *Reply that Council will publish closed bid sales if and when erven becomes available (standard resolutions Annexure "B", on file);*
 - (ii) *townships development (low-, medium- and high income); and*

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- Reply that Council will call for proposals should assistance be required for the establishment and or servicing of townships (standard resolutions Annexure "C", on file);

(iii) and business ventures the applicant deems as exceptional; and

- Reply that the applicant completes the investors proposal check list for submission to the Investment Coordination Committee (resolution for the establishment of the standing committee is attached as Annexure "D").

- (b) That Paradan Investment CC be requested to confirm the purpose of their application, if other than township development, they be requested to complete the investor proposal check list for submission to the Investment Coordination Committee.

11.1.16 **MAYORAL STAKEHOLDER ENGAGEMENT PROGRAMME**
(C/M 2025/04/01 - 12/5/1)

RESOLVED:

- (a) That Council condones the travel of the Mayor to Windhoek.
- (b) That the following estimated expenditure for travelling and subsistence expenses be defrayed from the Conference Expenses
Vote: 101015505500 where N\$83,444.13 is available:

SUMMARY OF EXPENDITURE					
Item	Lunch Tarif (3x400,00)	Overnight Allowance 1000,00 (3)	Accommodation 1000,00 (3)	Transport Cost (N\$5.00/Km)	Total
S&T (N\$2000,00) x 2 Windhoek	N\$1200.00	N\$2000.00	N\$2000.00	N\$3700.00	N\$16,900.00
		N\$2000.00	N\$2000.00		
Mayor, Chief Executive Officer and PA to the Mayor		N\$2000.00	N\$2000.00		
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS				-	N\$16,900.00

11.1.17 **SERVICING OF MUNICIPAL PREMISES FIREFIGHTING EQUIPMENT**
(C/M 2025/04/01 - 16/4/2)

RESOLVED:

- (a) That approval be granted on condition that an assessment be done for potential inhouse capabilities and training to maintain fire safety instruments, equipment and tools to avoid reliance on external service providers.
- (b) That the report mentioned in (a) above be submitted to Council for consideration.
- (c) That the General Manager: Finance be permitted to avail additional funds in the amount of N\$412 280.10 for the maintenance of Fire Safety Instruments, Equipment, and Tools for the listed Municipal premises, Vote: 350015511000.

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11.1.18

SUBDIVISION OF ERF 717, TAMARISKIA, EXTENSION 3 INTO PORTION A AND REMAINDER

(C/M 2025/04/01 - T 717)

RESOLVED:

- (a) That the subdivision of Erf 717, Tamariskia, Extension 3 into Portion A and Remainder as per the table below be approved:

Portion Number	Size in m ²	Zoning
Portion A	626.48	Single Residential
Rem/717	629.39	Single Residential
Total	1256	Single Residential

- (b) That conditions registered against Erf 717, Tamariskia, Extension 3 be retained and be registered against the newly created Portion A and the Remainder of Erf 717, Tamariskia Extension 3.
- (c) That the panhandle be not less than 4m in width and be in accordance with the national design standards,
- (d) That the subdivision of Erf 717, Tamariskia 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.
- (e) 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.
- (f) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation (endowment) fee for the subdivision has been received by Council.
- (g) That the applicant provides proof that the subdivision of Erf 717, Tamariskia, Extension 3 into Portion A and Remainder has been approved by the Minister of Urban and Rural Development and provide Council with approved diagram before any submission of building plans to the Engineering and Planning Services Department for approval, and
- (h) That the on-site parking requirements be as per the Swakopmund Zoning Scheme.

11.1.19

CONSOLIDATION OF ERVEN 875 AND 876, TAMARISKIA, EXTENSION 3 INTO CONSOLIDATED ERF X

(C/M 2025/04/01 - T 875, T 876)

RESOLVED:

- (a) That the consolidation of Erven 875 and 876, Tamariskia, Extension 3 into Consolidated Erf X measuring 2067 m² in extent be approved.
- (b) That any upgrades or additional services as a result of the development be for the account of the owner, to the satisfaction of the General Manager: Engineering and Planning Services.

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- (c) That the title deed conditions registered against Erven 875 and 876 Tamariskia Extension 3 be retained for Consolidated Erf X 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.*

11.1.20 **REZONING OF ERF 3079 MONDESA, EXTENSION 6 FROM SINGLE RESIDENTIAL WITH THE DENSITY OF 1:300M² TO GENERAL BUSINESS WITH A BULK OF 2 AND CONSENT TO OPERATE A SHEBEEN WHILE THE REZONING IS IN PROGRESS**
(C/M 2025/04/01 - M 3079)

RESOLVED:

- (a) That the rezoning of Erf 3079, Mondesa, Extension 6 from “Single Residential” with a density of 1:300m² to “General Business” with a bulk of 2.0 be turned down.
- (b) That the consent to operate a shebeen on Erf 3079, Mondesa, Extension 6 while the rezoning is in progress be turned down.
- (c) That the applicant be informed of this decision and their rights that they may appeal the 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.
- (d) That the objectors be informed of this decision and their rights that they may appeal the 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,

11.1.21 **PROPOSAL FOR FNB'S "PAINT THE TOWN TURQUOISE" CAMPAIGN IN SWAKOPMUND**
(C/M 2025/04/01 - 15/1/1/4,15/1/4/1)

RESOLVED:

- (a) That Council approves the proposal by FNB Namibia to paint and refurbish public spaces in Swakopmund as part of their “Paint the Town Turquoise” Campaign.
- (b) That Council enters into a partnership agreement with FNB to refurbish, repair and maintain the Independence play park.
- (c) That the General Manager: Economic Development Services identifies additional public sites in need of refurbishment, provided they contribute to the repair, development, and upgrading of the designated areas.

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11.1.22 **INVITATION TO JAPAN NATIONAL DAY AND DR HGG COMMEMORATIVE BANKNOTE**
(C/M 2025/04/01 - 12/5/1)

RESOLVED:

- (a) That Council condones the attendance by the Mayor at the Dr Hage Geingob Commemorative banknote launch and the Japan National Day.
- (b) That the following estimated expenditure for travelling and subsistence expenses be defrayed from the Conference Expenses Vote: 101015505500, where N\$78,244.13 is available.

SUMMARY OF EXPENDITURE					
Item	Lunch Tariff (2x400,00)	Overnight Allowance (2x1000,00 (1))	Accommodation (2x1000,00 (1))	Transport Cost (N\$5.00/Km)	Total
Overnight allowance in Windhoek (N\$2000.00) x 2	N\$400.00	N\$2000.00	N\$2000.00		N\$4400.00
Mayor					
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS				-	N\$4400.00

11.1.23 **PHASE 1: DONATION OF ERVEN TO RESIDENTS IN EXTENSION 28, SWAKOPMUND**
(C/M 2025/04/01 - 15/2/1/2)

RESOLVED:

- (a) That point (c) of Council's resolution passed on 08 October 2024, item 11.1.9, be repealed:

That the overspill residents and unauthorized occupants in Extensions 27, 29, and 30 with high and middle income be a priority during the allocation of erven in Extension 28 and Extension 31 South.

And replaced with

Approving the allocation of the erven in Extension 28, Swakopmund, to informal settlers who are already occupying the erven and who have an income ranging from N\$3,000.00 to N\$6,000.00. In exceptional cases, the maximum income limit is N\$8,500.00.

- (b) That Council approves the first phase of donation of 71 Single Residential erven in Extension 28 to the residents with high and middle income and who are occupying the erven currently as follows:

No.	Erf No	Erf Sizes	Land Value	Zoning	Allocated	New Erf/SN	Income Category	Registration	MWL (Y/N)
1	7549	305	NAD 54,000.00	Single Residential	Mathew Mahongo Tyana	7549 (3/3)	High Income	15-Jan-2024	Y
2	7550	306	NAD 54,000.00	Single Residential	Pius Hailona	7550 (1/2)	High Income	30-Jan-2024	N
3	7551	315	NAD 56,000.00	Single Residential	Erwin Sivambo Muhongi	7551 (2/2)	Middle Income	21-Sep-2023	N
4	7552	315	NAD 56,000.00	Single Residential	Robert Kondjashili Haihambo	7552 (1/1)	Middle Income	29-Sep-2023	N
5	7553	315	NAD 56,000.00	Single Residential	Jafeta Teofelus Abed	7553 (1/3)	High Income	11-Oct-2023	N
6	7555	316	NAD 56,000.00	Single Residential	Kativa Mukuti Mukuti	7555 (1/2)	Middle Income	21-Sep-2023	Y
7	7558	316	NAD 56,000.00	Single Residential	Laudika Atusheni Ovanhu Lasarus	7558 (1/1)	Middle Income	11-Jan-2024	N
8	7559	316	NAD 56,000.00	Single Residential	Luben Indeni Lasarus	7559 (1/2)	High Income	11-Jan-2024	Y
9	7562	324	NAD 60,000.00	Single Residential	Hilma Amputu	7562 (1/2)	High Income	5-Dec-2023	Y
10	7563	321	NAD 58,000.00	Single Residential	Lukrensia Tutala Ishitile	7563 (1/3)	Middle Income	21-Sep-2023	Y
11	7572	315	NAD 56,000.00	Single Residential	Andreas Antind	7572 (1/6)	High Income	15-Jan-2024	N
12	7575	315	NAD 56,000.00	Single Residential	Staslas Sharon Muyunda	7575 (1/2)	High Income	25-Sep-2023	N

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No	Erf No	Erf Sizes	Land Value	Zoning	Allocated	New Erf/SH	Income Category	Registration	MWL (Y/N)
13	7578	315	NAD 56,000.00	Single Residential	Martin Nghoobopeke Shetulimba	7578 (1/4)	High Income	25-Sep-2023	N
14	7580	306	NAD 54,000.00	Single Residential	William Joseph Ndjamba Makayi	7580 (1/1)	High Income	20-Sep-2023	Y
15	7585	315	NAD 54,000.00	Single Residential	Jonas Uyage Nambundunga	7585 (1/1)	High Income	20-Sep-2023	Y
16	7586	305	NAD 54,000.00	Single Residential	Stefanus Haihembo	7586 (1/1)	Middle Income	23-Jan-2024	N
17	7587	305	NAD 56,000.00	Single Residential	Kahare Mukuti	7587 (1/1)	Middle Income	20-Sep-2023	Y
18	7588	306	NAD 54,000.00	Single Residential	Stefanus Kampungu Namushira	7588 (1/3)	Middle Income	20-Sep-2023	Y
19	7595	315	NAD 56,000.00	Single Residential	Abdel Salim Tutyani Shishaki	7595 (1/4)	Middle Income	20-Sep-2023	N
20	7596	315	NAD 56,000.00	Single Residential	Disha Petrus Mbambo	7596 (1/2)	High Income	21-Sep-2023	N
21	7597	315	NAD 56,000.00	Single Residential	Astrij Rukunde Mponde	7597 (1/2)	Middle Income	20-Sep-2023	Y
22	7598	303	NAD 54,000.00	Single Residential	Ulrich Eton Namaseb	7598 (3/3)	High Income	10-Nov-2023	N
23	7599	306	NAD 54,000.00	Single Residential	Edward Mudumbi Mbumbo	7599 (1/2)	Middle Income	21-Sep-2023	N
24	7601	319	NAD 56,000.00	Single Residential	Thuzenela Kunugas	7601 (2/3)	High Income	17-Jan-2024	N
25	7632	314	NAD 56,000.00	Single Residential	Michael Guzab	7632 (1/1)	Middle Income	12-Jan-2024	N
26	7633	315	NAD 56,000.00	Single Residential	Petrina Hoo-Khaos	7633 (1/1)	Middle Income	26-Oct-2023	Y
27	7634	315	NAD 56,000.00	Single Residential	Samuel Uutoni	7634 (3/4)	High Income	10-Oct-2023	Y
28	7639	313	NAD 56,000.00	Single Residential	Mikael Hangula Kashela	7639 (3/3)	Middle Income	20-Sep-2023	N
29	7655	375	NAD 68,000.00	Single Residential	Kasholo Samuul	7655 (1/2)	Middle Income	23-Oct-2023	N
30	7656	315	NAD 56,000.00	Single Residential	Reinhold Vaino Nahale	7656 (2/5)	High Income	29-Jan-2024	Y
31	7657	315	NAD 56,000.00	Single Residential	Josef Mwaamenange Lukas Kamutuwete	7657 (2/2)	Middle Income	11-Oct-2023	N
32	7663	315	NAD 56,000.00	Single Residential	Esau Oaseb	7663 (2/3)	Middle Income	4-Oct-2023	N
33	7665	345	NAD 62,000.00	Single Residential	Gabriel Nghifrikwa	7665 (1/1)	Middle Income	4-Oct-2023	N
34	7666	315	NAD 56,000.00	Single Residential	Ashlen Auhanti Iauxas	7666 (3/3)	High Income	4-Oct-2023	N
35	7667	315	NAD 56,000.00	Single Residential	Jakobina Igale	7667 (1/2)	Middle Income	24-Jan-2024	N
36	7668	315	NAD 56,000.00	Single Residential	Mathias Shikongo	7668 (1/2)	High Income	5-Oct-2023	N
37	7672	315	NAD 56,000.00	Single Residential	Rambonde Abraham	7672 (1/3)	Middle Income	5-Oct-2023	N
38	7675	329	NAD 60,000.00	Single Residential	Malakia Ipinge Amagulu	7675 (2/4)	Middle Income	17-Jan-2024	N
39	7679	315	NAD 56,000.00	Single Residential	Telika Tjikongo	7679 (1/1)	Middle Income	26-Sep-2023	N
40	7681	303	NAD 54,000.00	Single Residential	Lukas Kasandji	7681 (3/3)	Middle Income	23-Jan-2024	Y
41	7685	315	NAD 56,000.00	Single Residential	Rachel Jevika Afrikaner	7685 (1/1)	High Income	19-Aug-2024	N
42	7686	315	NAD 56,000.00	Single Residential	Albertina Komesho Shipinge	7686 (1/2)	Middle Income	26-Sep-2023	N
43	7743	315	NAD 56,000.00	Single Residential	Secilia Kalimba	7743 (1/2)	Middle Income	26-Sep-2023	Y
44	7744	315	NAD 56,000.00	Single Residential	Trace David	7744 (4/5)	Middle Income	26-Sep-2023	N
45	7753	315	NAD 56,000.00	Single Residential	Lukas Nandago	7753 (1/2)	Middle Income	16-Jan-2024	Y
46	7755	315	NAD 56,000.00	Single Residential	Essalina Hauke	7755 (1/2)	High Income	6-Oct-2023	N
47	7759	315	NAD 56,000.00	Single Residential	Petrus Tukondjeni Kahunga	7759 (1/2)	High Income	4-Dec-2023	N
48	7762	360	NAD 64,000.00	Single Residential	Martha Luganda	7762 (1/2)	Middle Income	18-Jan-2024	N
49	7764	378	NAD 68,000.00	Single Residential	Johanna Kaino Mahakko Asino	7764 (3/3)	High Income	26-Sep-2023	N
50	7767	315	NAD 56,000.00	Single Residential	Ruben Emvula	7767 (2/2)	Middle Income	28-Sep-2023	N
51	7768	303	NAD 54,000.00	Single Residential	Matias Ndeshipanda Edhiga	7768 (1/1)	Middle Income	27-Sep-2023	Y
52	7769	302	NAD 54,000.00	Single Residential	Petrus Shaukwanyama Nghidinwa	7769 (1/2)	High Income	29-Sep-2023	N
53	7770	315	NAD 56,000.00	Single Residential	Eben Gamsab	7770 (1/1)	Middle Income	29-Jan-2024	Y
54	7773	329	NAD 62,000.00	Single Residential	Fillemon Panduleni Kapiya	7773 (1/3)	High Income	28-Sep-2023	N
55	7784	303	NAD 54,000.00	Single Residential	Rosalie Dute Mupandeki	7784 (2/2)	Middle Income	28-Sep-2023	Y
56	7788	347	NAD 64,000.00	Single Residential	William Harry Nawesab	7788 (1/2)	Middle Income	2-Apr-2024	N
57	7790	315	NAD 56,000.00	Single Residential	Iwana Heibes	7790 (2/2)	Middle Income	22-Jan-2024	N
58	7793	315	NAD 56,000.00	Single Residential	Eino Angulo	7793 (1/2)	High Income	28-Sep-2023	Y
59	7794	315	NAD 56,000.00	Single Residential	Thomas Salom	7794 (2/3)	High Income	15-Jan-2024	N
60	7796	315	NAD 56,000.00	Single Residential	Tangeni Shindume	7796 (3/4)	High Income	11-Oct-2023	N
61	7797	315	NAD 56,000.00	Single Residential	Gabriel Nghiyasha Thomas	7797 (2/3)	High Income	23-Oct-2023	Y
62	7798	303	NAD 54,000.00	Single Residential	Josephina Ngeleenge	7798 (2/2)	Middle Income	29-Sep-2023	N
63	7801	315	NAD 56,000.00	Single Residential	Elizabeth Ndahala Ndemuhonga	7801 (2/3)	Middle Income	29-Sep-2023	N
64	7804	315	NAD 56,000.00	Single Residential	Nafal Nafal	7804 (1/2)	High Income	24-Jan-2024	Y
65	7805	315	NAD 56,000.00	Single Residential	Dennis Desmond Gariseb	7805 (1/1)	High Income	5-Oct-2023	Y
66	7807	315	NAD 56,000.00	Single Residential	Manfred Nowotob	7807 (1/2)	High Income	11-Oct-2023	Y
67	7808	315	NAD 56,000.00	Single Residential	David Eichab	7808 (1/1)	Middle Income	5-Oct-2023	Y
68	7809	343	NAD 66,000.00	Single Residential	Justus Ameh	7809 (1/2)	Middle Income	3-Oct-2023	Y
69	7810	426	NAD 76,000.00	Single Residential	Leonard Ndaetapo Frans	7810 (1/5)	High Income	3-Oct-2023	N
70	7811	399	NAD 72,000.00	Single Residential	Mathus Nashongo	7811 (1/6)	High Income	3-Oct-2023	Y
71	7813	315	NAD 58,000.00	Single Residential	Leo Uukongo	7813 (1/3)	High Income	4-Dec-2023	N

(c) The following standard conditions be approved in addition to those passed on 8 October 2024, Council under item 11.1.9:

- (i) That the DONEE may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia. That it be explored to see the past marital implications and be forwarded to the Management Committee for consideration.
- (ii) That after allocation and transfer, the DONEE may not evict other occupants on the erf until such time Council avails land to offer tenants to be resettled.
- (iii) That the DONEE must be on the Master Waiting List or reside on the erf for a minimum period of 3 years.

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- (iv) **The DONEE must provide proof of income ranging from N\$3,000.00 to N\$6,000.00, and in exceptional cases, the maximum income limit is N\$8,500.00 per month.**
 - (v) **That all costs related to this transaction, which may include the cost for the compilation of the deeds of donation, bond, and transfer registration, be for the account of the DONEE**
 - (vi) **That should it be found at any time, that a DONEE has not been honest with Council in obtaining housing or erven, whilst they have owned or own fixed property, the transaction be cancelled, and all payments made in respect of the transaction be forfeited and the erf be repossessed if necessary and allocated to the next qualifying DONEE."**
 - (vii) **That should any DONEE not comply with the conditions of donation, they be replaced with another qualifying DONEE from the list (Annexure "D") on file.**
 - (viii) **That Ministerial approval be obtained for the transfer of the properties.**
 - (d) **That a deeds search be conducted to verify all DONEES selected for donation are indeed first-time property owners.**
 - (e) **That all qualifying DONEES pay an administrative fee of N\$ 1,000.00.**
 - (f) **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 Extension 28.**
 - (g) **That the 10-year period in respect of the restriction of sale of improved erven commences from the date of transfer of the property.**
 - (h) **That should the DONEES wish to sell their erven after the expiry of 10 years, and the erven are un-improved, the erven first be offered to Council.**
 - (i) **That DONEES who construct houses, and receive completion certificates, may not sell the property for a period of 10 years from the date of the completion certificate. Upon expiry of the 10-year period, the DONEES may sell the erven without first offering it to Council.**
 - (j) **That the DONEES be informed that they will not qualify for low-cost housing scheme again if they sell the erven.**
 - (k) **That no temporary structures may be constructed on the erven.**
 - (l) **That the occupants of Extension 28 who cannot be accommodated in the said Extension due to unemployment or income below N\$ 3,000.00 (ultra-low) be relocated to the New Reception area at the Northern Wedge once the site is ready for occupation.**
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11.1.24 **PHASE 2: DONATION OF ERVEN IN EXTENSION 31 (SOUTH) TO RESIDENTS OCCUPYING THE ERVEN**
(C/M 2025/04/01 - 15/2/1/2)

RESOLVED:

- (a) That point (e) of the Council resolution of 08 October 2024, item no. 11.1.9 be deleted as it is a duplication of point (c).
- (b) That Council repeals point (c) of the Council resolution of 8 October 2024 under item 11.1.9 that reads:

That the overspill residents and unauthorized occupants in Extension 27, 29, and 30 with high and middle income be a priority during the allocation of erven in Extension 28 and Extension 31 South.

And replaced with

That Council approves the allocation of the erven in Extension 31, Swakopmund, to informal settlers who are already occupying the erven and who have an income ranging from N\$3,000.00 to N\$6,000.00. In exceptional cases, the maximum income limit is N\$8,500.00.

- (c) That Council approves the donation of 40 erven in Extension 31, Swakopmund (South) to the following residents/occupants with high and middle income, as it will require less movement of people and reduce conflict:

No	Erf No	Erf Size M2	Land Value	Zoning	Allocated	New Erf/SN	Income Category	Registration	MWL (Y/N)
1	8571	428	NAD 78,000.00	SR	Mario Malilo Johannes	8571 (2/2)	Middle Income	30-Nov-23	N
2	8575	315	NAD 56 000.00	SR	David Kelenipunya Palyowala Naidila	8575 (1/1)	Middle Income	4/Sep/2023	Y
3	8576	303	NAD 54,000.00	SR	Matheus Shigwedha	8576 (2/2)	High Income	5/Sep/2023	N
4	8577	302	NAD 54 000.00	SR	Tomas Shiwana Ndoma Hahwendo	8577 (2/2)	Middle Income	2/Oct/2023	N
5	8580	315	NAD 56 000.00	SR	Kristofina Ndendelago Namakwa	8580 (1/1)	High Income	5/Sep/2023	Y
6	8581	494	NAD 88,000.00	SR	Hilkie Hitilavali Shikongo	8581 (2/2)	High Income	5/Sep/2023	N
7	8582	315	NAD 56,000.00	SR	Lucky Likeke Matheus	8582 (1/1)	Middle Income	4/Sep/2023	N
8	8583	315	NAD 56 000.00	SR	Bartholomeus Kalunga Kalyangu	8583 (2/3)	High Income	12/Sep/2023	N
9	8584	315	NAD 56,000.00	SR	Leonard Shoopala Abraham	8584 (3/3)	Middle Income	4/Sep/2023	N
10	8586	315	NAD 56,000.00	SR	Abraham Nangolo	8586 (2/2)	Middle Income	7/Dec/2023	Y
11	8589	303	NAD 54,000.00	SR	Teelani Nokrimas Kashoondoxa Haimbodi	8589 (2/3)	Middle Income	4/Sep/2023	N
12	8591	315	NAD 56 000.00	SR	Rafael Shaalukeni Amakali	8591 (1/2)	High Income	5/Sep/2023	Y
13	8593	315	NAD 56,000.00	SR	Vilho Gideon	8593 (1/2)	High Income	30/Nov/2023	Y
14	8596	315	NAD 56 000.00	SR	Klamens Nanyeni	8596 (1/1)	Middle Income	12-Sep-23	N
15	8598	301	NAD 54 000.00	SR	Leonard Malima Mekondjo Ugungwana	8598 (1/1)	Middle Income	7/Sep/2023	Y
16	8599	303	NAD 54 000.00	SR	Abraham Handjaba Nghipangelwa	8599 (1/3)	Middle Income	7/Sep/2023	Y
17	8600	316	NAD 56 000.00	SR	Kolekelandje Angula	8600 (3/3)	Middle Income	12/Sep/2023	N
18	8609	461	NAD 82 000.00	SR	Nicanol Matias	8609 (1/2)	Middle Income	30/Nov/2023	N
19	8613	315	NAD 56,000.00	SR	Besuzetha Elmounia Gowases	8613 (1/1)	Middle Income	27/Dec/2023	N
20	8615	303	NAD 54 000.00	SR	David Kalimba Amwaama	8615 (1/1)	High Income	8/Sep/2023	Y
21	8620	314	NAD 56 000.00	SR	Jonas Nakapipi	8620 (2/3)	High Income	8/Sep/2023	Y
22	8624	417	NAD 76 000.00	SR	Pendukeni Hendjala	8624 (1/1)	Middle Income	12/Sep/2023	N
23	8626	314	NAD 56,000.00	SR	Malakia Wilbard	8626 (1/1)	Middle Income	12/Sep/2023	Y
24	8627	303	NAD 54,000.00	SR	Johannes Uupindi	8627 (1/2)	Middle Income	30/Nov/2023	N
25	8628	303	NAD 54 000.00	SR	Kondjeni Aiyumba	8628 (1/3)	High Income	7/Sep/2023	N
26	8629	315	NAD 56,000.00	SR	Natalia Tandaveleni Nghifinwa	8629 (1/1)	Middle Income	13/Sep/2023	N
27	8634	331	NAD 60 000.00	SR	Teofelus Imene	8634 (1/3)	High Income	6/Sep/2023	Y
28	8638	316	NAD 56 000.00	SR	Engelbert Pandeinge Endjala	8638 (1/1)	High Income	6/Sep/2023	N
29	8639	315	NAD 56,000.00	SR	Lydia Simon	8639 (3/3)	Middle Income	12/Sep/2023	N
30	8640	303	NAD 54 000.00	SR	Hilya Ndawapaka Kamati	8640 (1/1)	Middle Income	8/Apr/2024	N
31	8642	315	NAD 56 000.00	SR	Amakali Konias Komeya	8642 (1/1)	High Income	22/Jen/2024	Y
32	8647	315	NAD 56,000.00	SR	Martin Keven Mulipo	8647 (3/3)	Middle Income	12/Sep/2023	N
33	8649	315	NAD 56 000.00	SR	Paulus Ilonga	8649 (1/2)	Middle Income	13/Sep/2023	N
34	8653	353	NAD 64 000.00	SR	Likius Shilunga	8653 (1/1)	Middle Income	5/Sep/2023	N
35	8654	353	NAD 64 000.00	SR	Immanuel Shipingana	8654 (1/2)	High Income	13/Sep/2023	N
36	8655	353	NAD 64 000.00	SR	Michael Ashipala	8655 (1/2)	High Income	6/Sep/2023	Y
37	8658	318	NAD 56 000.00	SR	Ombandja Aszer	8658 (2/3)	High Income	6/Sep/2023	Y
38	8659	308	NAD 56 000.00	SR	Kristof Haufiku Kristof	8659 (3/3)	High Income	7/Sep/2023	N
39	8661	364	NAD 66 000.00	SR	Goliata Mbwale Mulamba	8661 (2/2)	Middle Income	6/Sep/2023	N
40	8662	363	NAD 66 000.00	SR	Mikka Shopangeli Petrus	8662 (1/2)	Middle Income	6/Sep/2023	N

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- (d) The following standard conditions be approved in addition to those passed on 8 October 2024 by Council under item 11.1.9:
- (i) *That the DONEE may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia that it be explored to see the past marital implication and be forwarded to Management Committee for consideration.*
 - (ii) *That after allocation and transfer, the DONEE may not evict other occupants on the erf until such time Council avails land to offer tenants to be resettled.*
 - (iii) *That the DONEE must be on the Master Waiting List or reside on the erf for 3 years or longer.*
 - (iv) *That the DONEE must provide proof of ranging from N\$3,000.00 to N\$6,000.00, and in exceptional cases, the maximum income limit is N\$8,500.00 per month.*
 - (v) *That all costs related to this transaction be for the account of the DONEE, such as (but not limited to) the cost for the compilation of the deeds of donation, bond and transfer registration.*
 - (vi) *That should it be found at any time, that a beneficiary has not been honest with Council in obtaining housing or erven, e.g. they have owned or own fixed property, the transaction be cancelled, and they forfeit all payments made in respect of the transaction and the erf be repossessed if necessary and allocated to the next qualifying beneficiary."*
 - (vii) *That should any DONEE does not comply with the conditions of donation, they will be replaced with other beneficiaries from the list. (on file)*
 - (viii) *That Ministerial approval be obtained for the transfer of the properties.*
- (e) That a deeds search be conducted to verify that all residents selected for donation are indeed first-time property owners.
- (f) That all qualifying DONEES 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 Extension 31.
- (h) That the 10-year period in respect of the restriction of sale of improved erven commences from the date of transfer of the property.
- (i) That should the DONEES 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 DONEE'S who construct houses and receive completion certificates, may not sell the property for a period of 10 years from the

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date of the completion certificate. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to Council.

- (k) That the *DONEE'S* 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 the occupants of Extension 31, Swakopmund (South), who cannot be accommodated in the said Extension, be relocated to the New Reception area at the Northern Wedge once the site is ready for occupation.
- (n) That during Phase II, the remaining 53 erven in Extension 31, South Swakopmund, be donated based on the allocation criteria to the residents occupying the erven.

11.1.25

AGENDA POINT FOR SHAREHOLDERS' MEETING: TRANSFER AGREEMENT BETWEEN ERONGO REGIONAL ELECTRICITY DISTRIBUTOR COMPANY (PTY) LTD AND MUNICIPAL COUNCIL OF SWAKOPMUND

(C/M 2025/04/01 - 12/6/3)

RESOLVED:

- (a) That Council takes note:
 - (i) That property forming part of the Transfer Agreement listed in Schedule B are transferred to Erongo RED at zero purchase price, but all costs related to the transfer of ownership be for the account of Erongo RED.
 - (ii) That erven not forming part of Schedule B of the Transfer Agreement be sold to Erongo RED at the purchase price equal to the costs for installation of services per square metre (this includes substation erven in new townships).
 - (iii) That Erongo RED by signing the Transfer Agreement (Schedule A) accepted the transfer of related powers, rights, services, duties, and functions in terms of section 52 to 55 of the Local Authorities Act, Act 23 of 1992, as amended, section 52 (a) is quoted below:

"(a) establish, acquire, construct or provide, for purposes of the supply of electricity and gas to the residents in its area, any works and machinery whether within or outside its area, and maintain and carry on such works and machinery;"
- (b) That Council approves point (a) (ii) as an item to be discussed at the Shareholders' meeting scheduled for 18 March 2025.

11.1.26

WELWITCHIA HEALTH TRAINING CENTRE - FEEDBACK ON PROGRESS STATUS

(C/M 2025/04/01 - E 3342)

RESOLVED:

That Council takes note of the presentation by Messrs Welwitchia Health Training Centre.

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11.1.27

REGIONAL CONSULTATION FOR INPUTS ON THE URBAN LAND REFORM, PROGRAMMES AND STRATEGY DEVELOPMENT IN KEETMANSHOOP 27-28 MARCH 2025

(C/M 2025/04/01 - 9/2/1)

RESOLVED:

- (a) That the Manager: Properties and Housing and the Manager: Town Planning, Mr Mahne Kruger and Mr John Heita, respectively, be permitted to attend the Regional Consultative meeting on the draft Urban Land Policy, Programmes and Strategies development during 27-28 March 2025 in Keetmanshoop.
- (b) That the following estimated expenditure for travelling and subsistence expenses be defrayed from the Conference Expenses Vote of Corporates Services 150515505500, where N\$7016.92 is available, and Engineering and Planning Services 500015505500, where N\$17530.31 is available.

Item	Lunch Tariff (2x400,00)	Overnight Allowance (6x1000,00)	Accommodation (6x1000,00)	Transport Cost (N\$5.00/Km)	Total
Overnight allowance in Keetmanshoop (N\$6000.00) x 6	N\$800.00	N\$6000.00	N\$6000.00	(2X 1728km XN\$5.00) N\$17280.00	N\$30080.00
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS FOR THE TWO OFFICIALS (MANAGER: PROPERTIES AND HOUSING, AND MANAGER: TOWN PLANNING					N\$30080.00

- (c) That the General Manager: Finance source additional funds of N\$8,023.08 and transfer to the Conference Expense Vote: 150515505500.
- (d) That the Manager: Properties and Housing and the Manager: Town Planning submit a report to the Management Committee regarding the workshop.

11.1.28

ALAN LOCAL GOVERNMENT CONVENTION AND LAUNCH OF THE SPORTS AWARDS CEREMONY 23-25 APRIL 2025 TO BE HOSTED IN SWAKOPMUND

(C/M 2025/04/01 - 12/6/1)

RESOLVED:

- (a) That Council approves participation at the ALAN Local Government Convention and Launch of the Sports Awards Ceremony scheduled to take place as from 23 to 25 April 2025.
- (b) That the following estimated expenditure for the registration fees be approved.

Registration Fees	Number Of Delegates	Total
N\$2500.00	10	N\$25,000.00

- (c) That the General Manager: Finance avail funds for registration fees.

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11.1.29

REQUEST FOR AMENDMENT OF THE INVESTMENT COORDINATION COMMITTEE: TERMS OF REFERENCE AND FUNCTIONS TO INCLUDE AN ADDITIONAL MEMBER

(C/M 2025/04/01 - 15/1/1/1)

RESOLVED:

- (a) That the Terms of Reference outlining the role and responsibilities of the Investment Coordination Committee be amended to include the position of Manager: Properties and Housing as a member.
- (b) That the protocol for the addition of new members to the investment Coordination Committees composition, outlining the criteria for membership expansion and the process for seeking Council's approval, be approved.
- (c) That Council re-consider the inclusion of Councillors in the administrative committee.

11.1.30

THE ALLOCATION OF 97 SINGLE RESIDENTIAL ERVEN IN EXT 13 MATUTURA TO DEVELOPERS UNDER THE 40/40 HOUSING PROGRAMME

(C/M 2025/04/01 - 15/2/1/2)

RESOLVED:

- (a) That Council repeals point (b) of the Council resolution of 24 February 2024 under item 11.1.21 that reads:

"That the Credit-Link Housing Project be suspended until the relocation of inhabitants in the townships is finalised, and erven become available."

And replace it with:

That Council approves the reactivation of the Credit-Link project under the 40/40 Housing Programme.

- (b) That the continuation of the 40/40 Housing Programme is subject to availability of serviced erven and implementation in a phased approach until all qualifying contractors have been allocated 16 erven each for the entire project, including the previous, currently proposed, and future phases respectively.
- (c) That Council approves the sale of 97 single residential erven in Extension 13, Matutura, to beneficiaries who are first-time homeowners, who are residents of Swakopmund should be registered on the Master Waiting List (MWL).
- (d) That the sale of erven will be advertised in newspapers to invite first-time homeowners from the Master Waiting List (MWL) as beneficiaries for this project. Interested individuals will be required to submit bank pre-approvals, sworn declarations of first-time homeownership, and proof of residence, and allocations will be made on a first-come, first-served basis.
- (e) That Council repeals point (a) of the Council resolution of 30 January 2020, under item 11.1.3, that reads:

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"That beneficiaries be allowed to choose their own preferred contractor (among the 28 selected contractors), which will encourage competitive house prices among contractors."

And replace it with:

That the allocated beneficiaries will be assigned to a contractor under the 40/40 Housing Programme, that has been allocated fewer than 16 erven in the previous phase, while capping their total allocation to 16 erven across both phases. The assigning of the contractor will be based on the listed sequence.

- (f) That a deeds search be undertaken by the transferring attorneys to confirm first-time homeownership status, and any false declarations should lead to the cancellation of the transaction, and payments made by the purchaser in respect of the sale be forfeited by Council.
- (g) That Council enters into a Development Agreement with the following contractors, under Phase 1 and which should address all relevant aspects, including house specifications, payment terms, construction (costs per m²), performance clauses, and termination clauses:

Name Of Developer	Houses Completed	Proposed No. Of Erven To Be Allocated
Alfresco Developers	12	0
Kenneth Investment	13	0
Trecon Pty Ltd	9	0
Dalt Investment CC	8	0
Aradio Concrete Developer	12	0
Haler Investment CC	11	0
PD Bricks	7	0
Versatile Trading	6	0
Yoshi Trading	8	0
Hadago Investment	12	0
Ehangano Building Construction CC	4	2
Bay Engineering	4	2
Onghoshi Trading	4	2
Wato Investment	4	2
Embamba Investment CC	3	3
Hakuna Matata	3	3
Hydraform Interlocking Building Solution	2	4
Oiputa Investment	2	4
Aritz Sons Building Construction	2	4
Noria Trading	2	4
Pro-Housing	2	4
Neka Projects	1	5
Namibia Property Group (NPG)	0	6
Jjipp's Properties	0	6
Arobes Investment cc	0	6
Ronnie's construction	0	6
Turnkey Building and Engineering Consultant ss (TEBEC)	0	6
Thytek	0	6
OCB Builders cc	0	6
Keller Z CC	0	6

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P Skrywer Civils and Investment CC	0	5
M Ngesheya CC	0	5

- (h) That Contractors who have not previously been allocated erven must first be assigned a single erf to demonstrate their capability. Upon successful completion of the first house within the prescribed timeframe, the remaining deficit erven up to 6 erven will then be allocated.
- (i) That the 97 erven be allocated to the contractors be allocated to a contractor who successfully completes the allocated houses in this phase, provided they do not exceed the maximum total allocation of 6 Credit Link erven in the proposed phase and 13 erven cumulatively combined with the previous phase.
- (j) That contractors who were blacklisted due to disputes, non-performance, or voluntary surrendering of projects in the initial phase be excluded from this allocation to maintain programme integrity.
- (k) That contractors be required to conform to the statutory requirement of submission of Namra Tax Good Standing Certificate; Social Security Commission Good Standing Certificate, Employment Equity Good Standing and Founding Statement for the companies.
- (l) That Council repeal point (c) of the Council resolution of 24 February 2024, item 11.1.21 that reads:

"That whilst the project is suspended, Council approves that only one type of house at a rate of N\$5 000.00/m² be approved for future construction."

And replace it with:

That the rate of construction per square meter be increased to N\$ 5,500.00 due to escalation of prices of building material subject to inflationary adjustments.

- (m) The Engineering and Planning Services Department should budget for servicing Extension 13 Matutura in the financial year, 2025/2026.
- (n) That the Engineering and Planning Services Department should determine the development cost after the installation of services for the determination of the purchase price for the erf.
- (o) The land purchase price be paid to Council, while the improvements cost will be paid to the developer.
- (p) That the combined cost of the erven and the improvements do not exceed N\$ 800,000.00 total.
- (q) That the dwelling footprint minimum permissible extent be 100 square meters to ensure that the area conforms to the middle-income residential segmentation status.

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11.1.31

PROPOSAL FOR FUNDING SWAKOPMUND'S PARTICIPATION AT THE UNITED NATIONS OCEAN CONFERENCE IN NICE, FRANCE - 7-8 JUNE 2025
(C/M 2025/04/01 - 12/5/1)

RESOLVED:

- (a) That the Mayor and Chief Executive Officer be permitted to attend the United Nations Ocean Conference in Nice, France as from 7-8 June 2025.
- (b) That it be noted a funding proposal had been submitted to the organizers, however, there was no feedback received.
- (c) That the following estimated expenditure for travelling and subsistence expenses be approved.

Item	Lunch Tarif (2x400,00)	Overnight Allowance (2x1000,00)	Accommodation (2x1000,00)	Transport Cost (N\$5.00/Km)	Total
Overnight allowance in Windhoek (N\$2000.00) x 2 For two persons	N\$800.00	N\$2000.00 N\$2000.00	N\$2000.00 N\$2000.00	-	N\$8,800.00
Overnight allowance visiting beyond SADC (N\$2100.00) x 5 For two persons	0	N\$14,900.00 N\$14,900.00	N\$30,000.00 N\$30,000.00	-	N\$89,800.00
Return ticket (estimate) X 2 persons				N\$40,000.00	N\$40,000.00
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS				-	N\$138,600.00

- (d) That Council seeks Ministerial approval for the travel authorization of the Mayor and Chief Executive Officer.
- (e) That the General Manager: Finance, avail funds for the travel authorization of the Mayor and Chief Executive Officer to attend the United Nations Ocean Conference.

11.1.32

CESSION OF RIGHTS IN THE LEASE AGREEMENT FOR A PORTION OF ERF 2747, SWAKOPMUND, FROM PETER SCHNEIDER TO DESERT TAVERN CC AND CONFIRMATION OF USE AS A BAR AND RESTAURANT AND NOT AS A PLACE OF AMUSEMENT
(C/M 2025/04/01 - E 2747)

RESOLVED:

- (a) That Council takes note that following a hearing regarding noise complaints due to live shows, the Magistrate on 12 February 2025, cancelled the liquor license of the establishment located on a Portion of Erf 2747, Swakopmund, operating as Desert Tavern.
- (b) That Council takes note that in order for Desert Tavern to reapply for the reinstatement of the liquor license, the following confirmation is required:
 - (i) that the establishment operates as a restaurant and bar, and not as a place of amusement; and

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- (ii) *that the identity of the lessee be amended to read Desert Tavern CC /2009/3506.*
- (c) That Council takes note that the business is currently closed pending the reinstatement of the liquor license and this has dire effect on the employees and limits the financial liquidity of the lessee to pay Council the monthly rental in the amount of N\$ 22 540.30 + 15% VAT in the amount of N\$3 381.05.
- (d) That due to the urgency of the matter, the Management Committee approves for condonation by Council, the cession of rights in terms of clause 8.1 of the lease agreement entered into between Municipal Council of Swakopmund and Mr Peter Schneider to Desert Tavern CC for leasing a building (previously known as "pizza box") located on a portion of Erf 2747, Swakopmund (municipal bungalows) to continue operating a restaurant and bar.
- (e) That the lease period remains from 01 July 2019 until 31 May 2029.
- (f) That Desert Tavern CC provide the operating schedule and hours stipulating that no live performance will be entertained / held after 18:00 daily, and non on Sundays and public holidays.
- (g) That an addendum to the lease agreement be compiled and signed to:
 - (i) *reflect the change of name of the lessee as Desert Tavern CC represented by Natascha Stabler as the sole member of the close corporation; and*
 - (ii) *point (e) above.*
- (h) That the approval be subject to the lease account of Peter Schneider t/a Desert Tavern being paid up to date.

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

None.

The meeting adjourned: **20:05.**

Minutes to be confirmed on: **24 April 2025.**

Councillor Blasius R !Goraseb
MAYOR

Mr Alfeus Benjamin
CHIEF EXECUTIVE OFFICER

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

10.1 (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 15 APRIL 2025**

2. **CONFIRMATION OF MINUTES**

(M/C 2025/04/15 - 5/2/1/1/2)

2.1 **MINUTES OF THE MANAGEMENT COMMITTEE MEETINGS HELD ON 17 MARCH 2025**

On the proposal of Councillor M Henrichsen and seconded by Councillor E Shitana, it was:

RESOLVED:

That the Minutes of the Management Committee meetings held on 17 March 2025 be confirmed as correct.

2.2 **MINUTES OF THE MANAGEMENT COMMITTEE MEETINGS HELD ON 01 APRIL 2025**

On the proposal of Councillor W O Groenwald and seconded by Councillor E Shitana, it was:

RESOLVED:

That the Minutes of the Management Committee meetings held on 01 April 2025 be confirmed as correct.

2.3 **MATTERS ARISING FROM THE PREVIOUS MINUTES**

None.

8. **POLICY MATTERS**

8.1 **SUBDIVISION OF PORTION 3 OF FARM NO. 166 SWAKOPMUND INTO 13 PORTIONS AND REMAINDER, REZONING OF PROPOSED PORTIONS A TO G AND PORTION H FROM BUSINESS TO SINGLE RESIDENTIAL AND GENERAL RESIDENTIAL WITH A DENSITY OF 1:900M² AND 1:250M², RESPECTIVELY AND SUBSEQUENT REGISTRATION OF A RIGHT OF WAY SERVITUDE OVER THE REMAINDER OF PORTION 3 IN FAVOUR OF PORTION A TO J, L AND M**

(M/C 2025/04/15 - PTN 3 OF FARM 166, 17/1/4/2/1/7)

RESOLVED:

That this item be referred back and that the General Manager: Engineering and Planning Services advise the applicant to submit a detailed motivation requesting the Corporate Services and Human Capital Department to consider the reasons for change of the development proposal.

- 8.2 **SUBDIVISION OF THE REMAINDER OF ERF 1794 MONDESA PROPER (ZONED EXISTING STREET) INTO PORTION A, B, AND REMAINDER, PERMANENT CLOSURE OF PORTION A AND B OF THE REMAINDER OF ERF 1794 MONDESA AS "STREET", CONSOLIDATION OF PORTION A WITH REMAINDER ERF 1797 INTO ERF X AND PORTION B WITH ERF 3209 MONDESA INTO ERF Y AND SUBSEQUENT REZONING OF THE CONSOLIDATED ERFEN X AND Y FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:200M² TO GENERAL BUSINESS WITH A BULK OF 2.**

(M/C 2025/04/15

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M 1797, M 3209)

RESOLVED:

That this item be referred back for further investigation of the traffic conditions and zoning.

- 8.7 **REQUEST FOR FUNDS TO PROCURE THE CENTRAL HEATING SYSTEM FOR THE MUNICIPAL REST CAMP**

(M/C 2025/04/15

-

3/1/1/1/1; 5/2/7/1/4)

RESOLVED:

That this item be referred back until the report on the state and condition of the Municipal Rest Camp is submitted to Council.

- 8.10 **APPLICATION FOR RELAXATION OF REAR BUILDING LINES AND SET-BACK ON ERF 5705, SWAKOPMUND, EXTENSION 18**

(M/C 2025/04/15

-

E 5705)

RESOLVED:

- (a) That the application for "Special Consent" to relax the building line on Erf 5705, Swakopmund Extension 18, from three (3) metres to zero (0) metres on the rear boundary line be approved.
- (b) That the application for setback on the first floor from five (5) metres to zero (0) metres on the rear boundary line be approved on condition that the firewall is extended by 2 metres wide.
- (c) That the applicant demolishes the internal boundary wall separating the main house from the proposed sub-dwelling, constructed without approval, before a completion certificate is issued.
- (d) That the objectors be informed of their rights to 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 terms of Clause 8.7 of the Swakopmund Zoning Scheme.
- (e) That the applicant be informed of their rights to 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 terms of Clause 8.7 of the Swakopmund Zoning Scheme.

10.4 **OUTCOME OF THE INVITATION FOR DEVELOPMENT PROPOSALS FOR EXTENSIONS 4 AND 5, MATUTURA**

(M/C 2025/04/15 - 17/1/4/2/1/14)

RESOLVED:

- (a) That Council takes note that Notice 74/2024 for the invitation of installation of services to Extensions 4 and 5, Matutura, was widely published and that only one proposal was received.
- (b) That Council takes note of the development proposal received from R and S Property Developers and Construction CC for the installation of services as summarized under points 3.3 and 3.4 above.
- (c) That Council on request of the Management Committee chairperson refer back the proposal in (b) above to the next Management Committee meeting.
- (d) That Extension 5 Matutura be put in abeyance pending finalization of Northern wedge documentation. .
- (e) That the remaining conditions approved by Council on 29 June 2023 under item 11.1.20, including the criteria approved on 31 August 2021 under item 11.1.15, be retained without amendment.

10.7 **REQUEST FOR SPONSORSHIP OF BRANDED GOLF SHIRTS**

(M/C 2025/04/15 - 3/15/1/1)

RESOLVED: (For Condonation by Council)

- (a) That Council approves the request for sponsorship of 28x golf shirts, the value of N\$4,991.00 to the Swakopmund Brass Group.
- (b) That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000, where N\$216 032.91 is available.
- (c) That the logo of the Swakopmund Municipality be embroidered on the left corner of the sponsored 28x golf shirts as proof of acknowledgement, commitment and recognition of the sponsorship.
- (d) That the golf shirts be officially handed over by the Mayor/Councillors at a date to be determined by the Chief Executive Officer.
- (e) That the wording "*Sponsored by Swakopmund Municipality*" be prominently displayed on the sponsored items.

10.12 **REQUEST FOR PERMISSION FOR SWAKOPMUND MUNICIPALITY TO PARTICIPATE IN THE 14TH NALASRA 2025 GAMES- KATIMA MULILO**

(M/C 2025/04/15 - 13/6/3)

RESOLVED:

- (a) That this item be referred back for the Municipal Sport and Social Club to clarify on the size of the delegation, cost of accommodation, meals and transport.
- (b) That NALASRA's audited financial statements for the last two financial years be submitted to Council for familiarisation and noting.

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

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 15 APRIL 2025**

11.1.1 **REQUEST FOR DONATION OF TABLES AND CHAIRS FOR SWAKOPMUND INMATES' REHABILITATION PROGRAMMES**

(C/M 2025/04/29 - 3/15/1/1, 17/2/5/4)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **8.3** page **78** refers.

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

1. INTRODUCTION

Attached is a letter dated **07 October 2024** from Ms. Felicity Mwiya, Officer in Charge at the Swakopmund Correctional Facility, requesting donations of broken tables and chairs for inmates' rehabilitation programmes.

2. BACKGROUND

The Swakopmund Correctional Facility has rehabilitation programs designed to provide inmates with educational, vocational, and therapeutic activities that aid in their reintegration into society. However, due to limited resources, the facility is unable to effectively facilitate these programs.

In light of the above, the facility is seeking donations of tables and chairs (even used ones) from the Municipality of Swakopmund. The lack of adequate infrastructure hinders full participation by inmates, which can diminish the potential benefits of these critical programs.

3. DISCUSSION

The Swakopmund Correctional Facility is actively engaged in rehabilitation programs, namely educational, vocational, and therapeutic activities that are essential for helping inmates develop the skills and mindset necessary for a successful transition into society after release. By donating used tables and chairs, Council would significantly enhance the capacity of these programs, ensuring that inmates can participate fully and benefit from the opportunities provided.

Council resolved that all broken items or those not in working condition be offered on public auction. In most cases, the written-off items are broken or no longer in use. These inmates involved in vocational training programs could learn valuable skills by repairing and refurbishing these items for their use. It is thus proposed that the written-off broken tables and chairs be donated to the Swakopmund Correctional Facility as a commitment to social betterment.

4. CONCLUSION

The Swakopmund Correctional Facility has requested a donation of tables and chairs. Through this initiative, Council would directly contribute to

rehabilitation efforts, promote social responsibility, and invest in the future of the community. This simple yet impactful initiative could create lasting changes, helping inmates reintegrate into society as productive members, ultimately benefiting everyone.

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

RECOMMENDED:

- (a) That Council take note of the request from the Swakopmund Correctional Facility to donate chairs and tables for inmate rehabilitation programs.**
 - (b) That Council donates written-off off broken chairs and tables from the Municipal Rest Camp to the Swakopmund Correctional Facility for their rehabilitation programme.**
-

ANNEXURE A



NAMIBIAN CORRECTIONAL SERVICE

Enquiries: S/SUPT F Mwiya
Tel No: (+264) 81 954 7401
Email address: Felicity.Mwiya@ncs.gov.na

Office of the Officer in Charge
Swakopmund Correctional Facility
Private Bag 5008
Swakopmund,
Namibia

My Ref: 6/2/2/2 Your Ref:

07 October 2024.

Office of the Chief Executive Officer

Swakopmund Municipality

P.O. Box 53

Swakopmund.

Dear Sir,



SUBJECT: REQUEST FOR DONATION OF TABLES AND CHAIRS FOR INMATES' REHABILITATION PROGRAMMES

I hope this letter finds you well. I am writing to you on behalf of Swakopmund Correctional Facility to kindly request your support in donating tables and chairs for the rehabilitation programs currently being conducted at the facility. These programs are designed to provide inmates with educational, vocational, and therapeutic activities that aid in their reintegration into society.

Unfortunately, our current resources are limited, and we are in urgent need of basic furniture, such as tables and chairs (even used ones), to facilitate these programs more effectively. The absence of adequate infrastructure hinders the full participation of inmates, which can diminish the potential benefits of these critical programs.

Your generosity in donating tables and chairs, would greatly improve the learning environment and provide the inmates with the tools they need to actively engage in their rehabilitation. We believe that even small contributions can make a significant difference in the lives of those striving for a second chance.

We would be more than happy to recognize your support publicly and provide updates on the impact of your donation.

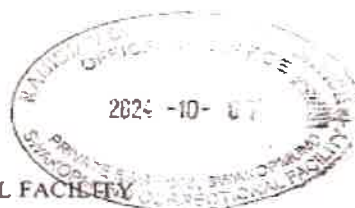
Thank you for considering our request. Your contribution would not only support the facility but also play a part in the transformative journey of these individuals.

All official correspondence must be addressed to the Officer in Charge

We look forward to your positive response and hope to collaborate on this important cause.

Warm regards,


.....S/SUPT
F MWIYA
OFFICER IN CHARGE
SWAKOPMUND CORRECTIONAL FACILITY



11.1.2

INVITATION TO THE STAMPRIET VILLAGE COUNCIL FOR THE HANDOVER OF WHEELIE BIN

(C/M 2025/04/29 - 12/5/1)

Ordinary Management Committee Meeting of 15 April 2025, Addendum 8.4 page 80 refers.

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

INTRODUCTION

The submission seeks condonation for the attendance of the Deputy Mayor to the **18-21 January 2025**.

BACKGROUND

The Municipality of Swakopmund donated a total of 670 wheelie bins to Council, and this donation was delivered to Stampriet on **18 February 2025**. Stampriet Village Council invited. Following this, Council was invited to attend the delivery of wheelie bins and the clean-up campaign in Stampriet.

The Chief Executive Officer and the Mayor attended this event, where they provided an educational session on the proper handling and maintenance of the wheelie bins. They participated in the clean-up campaign held by the village Council and distributed the wheelie bins to the houses.

The below are costs incurred during this trip:

SUMMARY OF EXPENDITURE					
Item	Lunch Tariff (2x400,00)	Overnight Allowance (1000,00 (3)	Accommodation (1000,00(3)	Transport Cost (N\$5.00/Km)	Total
Overnight allowance in Stampriet (N\$6000.00) x 2	N\$800.00	N\$3000.00	N\$3000.00	N\$7350.00	N\$20,150.00
Mayor and Chief Executive Officer		N\$3000.00	N\$3000.00		
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS					N\$20,150.00

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

RECOMMENDED:

- (a) That Council condones the attendance by the Mayor and Chief Executive Officer to the Wheelie bin handover ceremony and clean-up campaign held in Stampriet.
- (b) That the following estimated expenditure for travelling and subsistence expenses be defrayed from the Conference Expenses Vote: 101015505500, where N\$83,444.13 is available.

SUMMARY OF EXPENDITURE					
Item	Lunch Tariff (2x400,00)	Overnight Allowance (1000,00 (3)	Accommodation (1000,00(3)	Transport Cost (N\$5.00/Km)	Total
Overnight allowance in Stampriet (N\$6000.00) x 2	N\$800.00	N\$3000.00	N\$3000.00	N\$7350.00	N\$20,150.00
Mayor and Chief Executive Officer		N\$3000.00	N\$3000.00		
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS					N\$20,150.00

11.1.3

WRITING OFF REDUNDANT ITEMS AT THE MUNICIPAL REST CAMP

(C/M 2025/04/29 - 17/2/5/1)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **8.5** page **82** refers.

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

1. Introduction:

This submission is seeking permission from Council to write off forty three (43) micro wave holders, five (5) telecom phone holders, three (3) decoder holders, ninety one (91) tv stands, thirty nine (39) electrical/solar geysers, two hundred and thirty three (233) 1m brown wooden pieces, six (6) DSTV dish, five (5) chairs, fifteen (15) braai stands, ten (10) fridges, eleven (11) microwaves, eight (8) 2 plate stoves, four (4) tires and one hundred and nine (109) old brooms and sell them by means of public auction.

2. Background:

During the year 2024, the Rest Camp undertook an assessment of non-utilized equipment across various houses within the facility. As a result of this evaluation, the following items were identified as old, broken, and beyond repair, rendering them unsuitable for use in any capacity at the facility.

No	Description	Quantity
1	Microwave holder	43
2	Telecom phone wooden holders	5
3	Decoder wooden holders	3
4	TV wooden stands	91
5	Electrical/Solar geysers	39
6	Brown wooden pieces (1m)	233
7	DSTV Dish	6
8	Chairs (wooden & plastic)	5
9	Braai Stands	15
10	Fridges	23
11	Microwaves	11
12	2 Plate Stoves	10
13	4 or 3 plate stoves	8
14	Tires	4
15	Old Brooms	109

3. Proposal:

In light of the above, the Economic Development Department proposes that Council write off the-listed items and sell them by means of a public auction.

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

RECOMMENDED:

- (a) That Council approves the writing-off of the following items from the Rest Camp - Economic Development Services Department as listed below:

No	Description	Quantity
1	Microwave holder	43
2	Telecom phone wooden holders	5
3	Decoder wooden holders	3
4	TV wooden stands	91
5	Electrical/Solar geysers	39
6	Brown wooden pieces (1m)	233
7	DSTV Dish	6
8	Chairs (wooden & plastic)	5
9	Braai Stands	15
10	Fridges	23
11	Microwaves	11
12	2 Plate Stoves	10
13	4 or 3 plate stoves	8
14	Tires	4
15	Old Brooms	109

- (b) That the written-off items indicated in (a) above be sold by means of a public auction by the Council.
-

11.1.4

WRITING OFF OF REDUNDANT VEHICLES AT THE HEALTH SERVICES & SOLID WASTE MANAGEMENT DEPARTMENT

(C/M 2025/04/29 - 17/2/5/1)

Ordinary Management Committee Meeting of 15 April 2025, Addendum 8.6
page 84 refers.

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

The vehicles listed below have become redundant and need to be written off.

Vehicles:

No	Reg No	Make	Year Model	Fleet No	Vehicle Reg / VIN / Engine No	Remarks
1	N21250S	Chevrolet Cruze	2015	TH0309	SHJ531H KL1JF69E9FK037260 / F16D4150840332	Old, requires constant repair, high costs
2	N5356S	Volkswagen Hatchback	2009	TH0161	RVZ227H AAVZZZ17Z9U015841 / AGY119776	Old, requires constant repair, high costs

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

- (a) That Council approves the writing-off of the following redundant vehicles from the Health Services & Solid Waste Management Department:

Vehicles:

No	Reg No	Make	Year Model	Fleet No	Vehicle Reg / VIN / Engine No	Remarks
1	N21250S	Chevrolet Cruze	2015	TH0309	SHJ531H KL1JF69E9FK037260 F16D4150840332	Old, requires constant repair, high costs
2	N5356S	Volkswagen Hatchback	2009	TH0161	RVZ227H AAVZZZ17Z9U015841A GY119776	Old, requires constant repair, high costs

- (b) That the Chief Executive Officer and the Chairperson of the Management Committee determine the upset prices for the redundant vehicles and equipment.

11.1.5

ATTEND THE 3RD IRAN AFRICA ECONOMIC COOPERATION AND 7TH EXPORT POTENTIAL EXHIBITION (7TH IRAN EXPO) IN TEHRAN- 27 MAY-1 JUNE 2025

(C/M 2025/04/29 – 12/5/1)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **8.8** page **90** refers.

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

1. INTRODUCTION

The submission seeks Council's approval for the Mayor to attend the **3rd** Iran-Africa economic cooperation and **7th** export potential exhibition (**7th** Iran expo) in Tehran, Iran, from **27 May to 1 June 2025**.

2. BACKGROUND

The Iran-Africa Economic Cooperation and Export Potential Exhibition is a significant international event that aims to strengthen economic relations between Iran and African nations. The exhibition provides a platform for networking, trade discussions, and investment opportunities. This event will present a unique opportunity for the Municipality of Swakopmund to explore potential partnerships in trade, infrastructure development, and other sectors beneficial to the town's economic growth.

3. DISCUSSION

The Mayor's participation in this event will enhance Swakopmund's international relations and economic partnerships. It will also create opportunities for trade and investment, benefiting local businesses while fostering knowledge exchange on economic development strategies and best practices. Additionally, it will position Swakopmund as a prime destination for international investors and trade initiatives.

4. FINANCIAL IMPACT

The Embassy of Iran has formally indicated that they will cover all costs related to the Mayor's participation, including:

- (i) *Return flight tickets to and from Tehran, Iran*
- (ii) *Accommodation for the duration of the event*
- (iii) *Meals and other associated hospitality expenses*

As a result, there will be no financial burden on the Municipality for the Mayor's participation in this event. However, the Mayor needs to be paid an overnight allowance of **N\$2100.00** per night for the five (**5**) nights.

Below is a summary of the potential financial implications this may have for the Council for the Mayor's overnight allowance beyond SADC.

Item	Lunch Tariff (2x400,00)	Overnight Allowance (2x1000,00)	Accommodation (2x1000,00)	Transport cost (N\$5.00/km)	Total
Overnight allowance in Windhoek (N\$2000.00) x for 1 person	N\$400.00	N\$2000.00 N\$2000.00	N\$2000.00	-	N\$4,400.00
Overnight allowance visiting beyond SADC (N\$2100.00) x 5 nights as from 26-02 June 2025 For two persons	-	N\$10,500.00	-	-	N\$10,500.00
Return ticket (estimate) X 2 persons	-	-	-	-	-
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS					N\$14,900.00

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

RECOMMENDED:

- (a) That the Mayor be permitted to attend the 3rd Iran-Africa economic cooperation and 7th export potential exhibition (7th Iran expo) in Tehran, from 27 May to 1 June 2025.
- (b) That the following estimated expenditure for travelling and subsistence expenses be approved.

Item	Lunch Tariff (2x400,00)	Overnight Allowance (2x1000,00)	Accommodation (2x1000,00)	Transport cost (N\$5.00/km)	Total
Overnight allowance in Windhoek (N\$2000.00) x for 1 person	N\$400.00	N\$2000.00	N\$2000.00	-	N\$4,400.00
Overnight allowance visiting beyond SADC (N\$2100.00) x 5 nights as from 26-02 June 2025 For two persons	-	N\$10,500.00	-	-	N\$10,500.00
Return ticket (estimate) X 2 persons	-	-	-	0	-
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS					N\$14,900.00

- (c) That Council seeks Ministerial approval for the travel authorisation of the Mayor and Chief Executive Officer.
- (d) That the following estimated expenditure for travelling and subsistence expenses be defrayed from the Conference Expenses Vote: 101015505500, where N\$67,765.87 is available.



**EMBASSY OF THE ISLAMIC REPUBLIC OF IRAN
WINDHOEK**

27 March 2025

His Excellency Mr. Goraseb Blasius
Mayor of Swakopmund
Swakopmund
Namibia

Dear Mr. Goraseb Blasius,

Subject: Invitation to Attend the 3rd Iran Africa Economic Cooperation Conference & 7th Export Potential Exhibition (7th Iran Expo 2025) in Tehran

On behalf of the Embassy of the Islamic Republic of Iran, it is with great pleasure that I extend a formal invitation to you to attend the *3rd Iran Africa Economic Cooperation Conference* and the *7th Export Potential Exhibition (7th Iran Expo 2025)* in Tehran, Iran. The event is scheduled to take place from [27 May 2025 to 1 June 2025] in Tehran, Iran.

We are honoured to invite you as the esteemed Mayor of Swakopmund, as our special guest, to partake in this distinguished event. As a token of our appreciation for your participation, the Embassy will be pleased to cover the cost of your **air tickets, hotel accommodation, and meals** throughout your stay in Tehran.

We deeply value your involvement in this conference and exhibition, which will provide an excellent platform for fostering cooperation, business opportunities, and economic partnerships between Iran and Namibia. We assure you that your visit will be a memorable one, with every effort made to ensure your stay is comfortable and fruitful.

The Embassy is committed to making your participation in this event a remarkable experience, and we are confident that your presence will greatly contribute to the success of this conference and exhibition.

We kindly request that you confirm your attendance at your earliest convenience, so we can make the necessary arrangements for your visit.

Should you have any questions or require further assistance, please do not hesitate to contact us.

We look forward to welcoming you to Tehran and to a successful collaboration during this event.

Yours sincerely,

Mohammad Abili
Charged' Affaires
The Embassy of The Islamic Republic of Iran





HEAD OFFICE
Southport Building, First Floor 13 A
Hosea Kutako Drive, Southern Industrial
P.O. BOX 9355, Windhoek- NAMIBIA
Tel: +264-61 228809 | Fax: +264-61 228009
E-mail: ncciinfo@ncci.org.na | Website: www.ncci.org.na

Registration Number: 21/2002/507

Enquiries: Antorja Dumbu M: +264 817321421 E-mail: adumbu@ncci.org.na

25 March 2025

Hon. Blasius Goraseb
His Worship the Mayor
Swakopmund
NAMIBIA

Dear Your Worship,

SUBJECT: INVITATION TO THE 3RD IRAN-AFRICA ECONOMIC COOPERATION CONFERENCE & 7TH IRAN EXPO 2025

The Namibia Chamber of Commerce and Industry (NCCI), in collaboration with the Iran Chamber of Commerce, Industries, Mines, and Agriculture, are pleased to invite you and businesses from Swakopmund in the agriculture, construction, and health & wellness sectors to participate in the 3rd Iran-Africa Economic Cooperation Conference and the 7th Iran Expo 2025 scheduled to take place from 27 April to 1 May 2025, at the Tehran International Permanent Fairground in Tehran, Iran.

This prestigious event will bring together over 2,400 business leaders and government officials from 94 countries, providing a platform to explore new trade and investment opportunities in key industries.

Why Attend?

- ✓ **Expand Your Business** – Connect with investors, suppliers, and buyers from Iran and Africa.
- ✓ **High-Level Networking** – Engage with key decision-makers and government officials.
- ✓ **Market Access** – Learn about emerging trends in agriculture, construction, healthcare, and manufacturing.
- ✓ **B2B Meetings & Exhibitions** – Gain valuable insights and partnerships.

What is Provided for Free?

- ✓ **Conference & Expo Entry**
- ✓ **Participation in Business-to-Business (B2B) Meetings**
- ✓ **Local Transportation within Iran**

DIRECTORS:

G. Uirah (President); S. Collard (1st Vice-President); P. Karuishi-Martin (2nd Vice-President); A. Schmidt; B. Houtwang; B. Eiseb; C. Lutombi; E. Kamatoto; V. Mungunda; M. Munsira; P. Nesoilo; S. Katti; S. Haulofu; S. Thieme. HONORARY: I. Zambani-Kamwi; L. Hangala.

ACTING CHIEF EXECUTIVE OFFICER: Helena Mootseng

NATIONAL CORPORATE MEMBERS:

AB InBev Namibia; Bank Windhoek; Bartoworld Namibia; British American Tobacco Namibia; DHL Namibia; Fishcor; FNB Namibia; Mobile Telecommunications; Namcor; Namib Mills; Namibia Airports Company; Namibia Diamond Trading Company; Namibia Training Authority; Namport; Namrebe; NamPower; Namibia Wildlife Resorts; Nedbank Namibia; Ohlthaver & List; Old Mutual; Pupkewitz Group; Reconnaissance Energy Namibia; Road Fund Administration; Roads Authority; Shell Namibia Upstream B.V.; Spar Group Ltd; Standard Bank Namibia; Total Namibia; Whale Rock Cement.



All official correspondence must be addressed to the Chief Executive Officer

What Participants Must Cover Themselves:

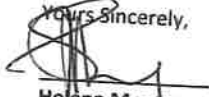
- ✗ Flight tickets & visa costs
- ✗ Accommodation & personal expenses

We encourage you and Swakopmund's business community to seize this unique opportunity to expand trade networks, establish new partnerships, and gain strategic insights into international markets. Kindly confirm your attendance by 20 March 2025.

For further details or to confirm participation, please contact us. We look forward to your positive response.

I assure you of my highest consideration.

Yours Sincerely,


Helena Mootseng
ACTING CHIEF EXECUTIVE OFFICER



Cc: Bisey Uirab, NCCI President

11.1.6

REQUEST FOR SPONSORSHIP TO HOST A WELLNESS EVENT FOR THE YOUTH AT THE MULTIPURPOSE CENTRE

(C/M 2025/04/29 – 15/2//3/3/1)

Ordinary Management Committee Meeting of 15 April 2025, Addendum 8.9
page 95 refers.

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

1. INTRODUCTION

Attached is a letter from Ms. Suzeth Ngutonua, Founder and Director of the Growing in Community Initiative, requesting sponsorship to make use of the **Mondesa Multipurpose Hall to host a Wellness Event, which is free to the public**, focusing on mental health, primarily targeting young people, scheduled for **28 June 2025**.

2. BACKGROUND

Growing in Community is an initiative dedicated to promoting mental and emotional well-being amongst the youth of Swakopmund. The goal of this initiative is to establish a supportive environment where young individuals can access essential mental health resources, engage in meaningful dialogue, and develop resilience. Previous events organized by Growing in Community, including the successful wellness walk held last year on the 03 of August 2024 which have demonstrated a significant need for such initiatives within the community.

3. PROPOSALS

The Growing in Community seeks a venue to host the Build to Last Wellness Event in June 2025, which is free to the public. Growing in Community identified the Multipurpose Centre Hall as an ideal venue to accommodate the anticipated attendance of 50 to 100 youth for this event. The Multipurpose Centre Hall offers an accessible and spacious environment that will facilitate the successful execution of planned activities, including workshops and panel discussions.

Key highlight of the event will be a panel discussion featuring experienced professionals in the mental health field. These experts will address critical issues relating to the emotional and mental well-being of the youth by providing valuable insights and resources that will assist them in navigating the challenges they face. The event is designed to be a safe, empowering, and supportive space for young individuals to foster open and honest conversations about mental health, reduce stigma, and promote emotional well-being.

4. DISCUSSION

This event is poised to deliver significant benefits to individuals across all age groups, with a particular focus on engaging and educating the youth. By equipping the youth with practical knowledge and effective strategies for enhancing their overall well-being, the initiative seeks to cultivate a healthier, more proactive, and resilient society for the future.

Vital components of general health are mental and emotional well-being, especially for young people overcoming a variety of social and personal obstacles. Growing in Community aims to offer training on emotional resilience, stress management strategies, and expert-led conversations. The effort seeks to lessen the stigma associated with mental health and promote proactive self-care in the community by raising awareness and providing easily available tools.

This initiative is in line with the Municipality of Swakopmund Youth Development Policy's strategic pillar on Youth Health and Welfare that advocates for youth-friendly health services, hence EDS supports the request. Equally, the request aligns with the Municipality's overarching commitment to advancing public health and fostering community development.

This item was submitted and discussed at the Sponsorship Committee meeting on **25 March 2025**, and it was approved and recommended to the Management Committee for consideration.

5. CONCLUSION

This event is expected to have a significant and positive impact on the community, particularly the youth of Swakopmund. By providing support for this initiative, Council would play a pivotal role in advancing ongoing efforts to enhance mental and emotional well-being within the community.

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

RECOMMENDED:

- (a) That Council takes note of the request from Growing in Community for sponsorship of a venue to host a Wellness Event on 28 June 2025.**
 - (b) That Council approves the sponsorship request from Growing in Community for the Multipurpose Centre Hall to host the Wellness Event targeted at local young people.**
 - (c) That it be noted that the entrance to the event is free to the public.**
 - (d) That the rental fee of N\$1,942.05 for the Multipurpose Centre Hall be defrayed from the EDS Publicity Vote: 450015533000, where N\$56 091.30 is available.**
 - (e) That Messrs Growing in Community be advised to visit the Sport and Recreational Office to make the necessary arrangements prior to the event.**
 - (f) That the event be advertised on Council's social media platforms.**
-

ANNEXURE A

P.O BOX 4004

Mondesa

Swakopmund

Namibia

03 February 2025

Chief Executive Officer

Mr A Benjamin

The Municipality of Swakopmund

P. O BOX 53, Swakopmund

Namibia

**Subject: Sponsorship request for the Growing in Community Wellness Event**

I trust that this letter finds you well. I am Suzeth Ngutonua the Founder and director of the Growing in Community initiative that aims to promote mental and emotional wellbeing, particularly among the young people in Swakopmund. I am writing this letter to inquire about the availability of the Multipurpose Centre on 28 June 2025, as we are planning to host a wellness event for the young people of Swakopmund.

Growing in Community (GIC) is an initiative established in 2024, dedicated to promoting mental and emotional wellbeing among young people. Our mission is to foster a supportive community where individuals can access essential mental health resources and engage in meaningful discussions. Through our programmes and events, we strive to create a safe and inclusive environment that empowers young people to prioritize their wellbeing and build resilience.

We are privileged to have partnered with esteemed health experts who have generously dedicated their time to engage with and educate the young people. Additionally, we have collaborated with other experts across various fields, featuring them on my Podcast channel to share their insights and knowledge. Through these discussions, we have provided valuable perspectives on mental and emotional wellbeing, helping to educate and empower our audience. However, our biggest accomplishment was the Wellness Walk we held last year. GIC successfully organized an event, where we welcomed young people to take part in a 2.5 kilometre walk. This event aimed to promote mental and emotional wellness, as well as to encourage open

conversations about mental health among the youth. Our efforts reached a number of individuals and from their satisfied responses, we are certain we created a lasting and impactful change in their lives.

This year, we plan to host another event. However, we currently do not have a venue to accommodate the gathering. Therefore, we kindly request the municipality's assistance in providing a suitable space to host this important initiative. Your support would greatly contribute to the success of the event and its positive impact on the community. We anticipate hosting an audience of 50-100 youth, and as such, we believe that the Mondesa Multipurpose Centre would be best to accommodate our audience. This event is designed to provide a safe and empowering space for the community, with a particular focus on young people. A key highlight of the event will be a panel discussion featuring various speakers, including experienced professionals in the field of mental health, who will address critical topics relevant to young people's wellbeing.

We strongly believe that this event will have a profound impact on the youth of Swakopmund, equipping them with knowledge and resources to navigate mental health challenges more effectively. With the support of the Municipality of Swakopmund, we can expand our reach and provide an enriching experience for all attendees. We sincerely request the municipality's support in ensuring the success of this event by granting us access to the Mondesa Multipurpose Centre. Your assistance in providing a suitable venue would be instrumental in facilitating this initiative and benefiting the community.

We look forward to the possibility of collaborating with you and we appreciate your consideration of our request. I am available at your convenience to discuss further details and explore how we can work together to support the wellbeing of our community.

Thank you for your time and support.

Sincerely,

Suzeth Ngutonua

Founder of Growing in Community

suzethng07@gmail.com

growingincommunity@gmail.com



085 807 1864

081 647 8992

11.1.7

APPLICATION FOR SPECIAL CONSENT TO RELAX THE BUILDING HEIGHT ON ERF 68, WATERFRONT FROM 13 METRES TO 16 METRES

(C/M 2025/04/29 - WF 68)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **8.11** page **103** 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 application for special consent to relax the building height on Erf 68, Waterfront, from 13m to 16m, in accordance with the provisions of Clause 5(D) (2.3), in conjunction with Clause 6 of the Swakopmund Zoning Scheme.

2. Introduction and Background

An application for special consent to relax the building height from 13m to 16m on Erf 68, Waterfront, was received by the Engineering and Planning Services Department from Stewart Planning Town and Regional Planners on behalf of the registered owner, Messrs The Waterfront Swakopmund Holdings (Pty) Ltd. The application is attached as **Annexure A**.

3. Ownership

The ownership of Erf 68, Waterfront vests in Malicolo Island Investments (Pty) Ltd as held by Deed of Transfer T 357/2023. The company name has been changed to the Waterfront Swakopmund Holdings (Pty) Ltd.

4. Locality, Zoning and Size

Erf 68, Waterfront is located alongside Hollam's Bird Island Street. The erf is zoned "General Business" with a bulk factor of 2.0 and measures 3469m² in extent. The erf is currently vacant.:



Figure 1: Locality plan for Erf 68, Waterfront

5. **Public Consultation**

Notices were published in Namib Times and the Namibian on the 30th August and 6th September 2024. The intent was also displayed on site, and in addition, a notice was placed at the Municipality of Swakopmund notice board. Neighbouring property owners were notified in writing via registered mail in terms of Clause 6 of the Swakopmund Zoning Scheme.

The closing date for objections or comments to the proposal was Friday, 27th September 2024. Three (3) objections were received from namely: Van Rensburg Associates on behalf of Owners of Erven 60, 61 and 71, Waterfront, another objection from Mr. de Lange, owner of Erf 74 and lastly from Mrs de Lange, owner of Erf 840, Vineta Extension 4.

6. **Development Proposal**

The owner intends to construct a mixed-use development on Erf 68, Waterfront. According to the approved building plans, dated 1st February 2024, the development is split into two blocks, Block A and Block B. The proposed development on Block A is a five-storey building with a maximum height of 13 metres, comprising parking, restaurant, reception and conference facility on the ground floor and dwelling units on the upper floors. Whilst Block B is a five-storey building as well but with a maximum height of 11 metres. It contains parking on the ground floor and self-catering apartments on the upper floors.

The owner would like to redesign the plans to increase the roof volume of each floor, to change the flat roof to a pitched timber roof for aesthetic reasons and to extend the lift shafts above the roof to enable access for roof maintenance.

7. **Objection**

One of the objectors argued that the property falls within a height restriction zone in terms of the Swakopmund Structure Plan 2020 – 2040, and for that, it is subject to urban design compatibility, traffic study, engineering service report and environmental clearance certificate. He further stressed that the approved building plans pose a health risk due to severe restriction of natural light that will result therefrom.

The objector is of the opinion that the height indicated on the approved plans are erroneously calculated from the street level, appears to be more than 15m, claiming that it is reclaimed land and not measured from the natural ground level.

Moreover, the objector argued that the issue of high-water mark surfaced during the planning and construction of the Waterfront Development, which has not been resolved to date. He stated that a substantial portion of the property in question might not fall within the scheme boundary, and the Council might not be in a position to grant permission of whatever nature to the developer.

In addition to what the objector stated above in the first paragraph, it is the view of the objector that an environmental clearance certificate be obtained for the reclamation of land from below or above the high-water mark of the sea or associated inland water, and for the infrastructure.

The second and third objections are the same, addressing the same concerns. They have indicated that they are not aware of any public consultation ongoing with regard to the proposed four-storey development. They feel that the

maximum height of three (3) storey along the coastline, as stipulated in the Swakopmund Structure Plan 2020 - 2040, should be applied. They further stressed that the Waterfront area already lacks parking.

They questioned whether the existing pump station in the area has been assessed to determine whether it has sufficient capacity to take on another load of the proposed high-density accommodation. The objectors indicated that the proposed mixed-use is an introduction of a new zoning category.

Lastly, they are concerned that the proposed height will affect the sunset view above the ocean and block the sunlight for the residents to the east of Erf 68, Waterfront.

8. Evaluation

Note should be taken that the Swakopmund Structure Plan 2020 - 2040 is a guideline, while the Swakopmund Zoning Scheme is the statutory document that should absorb concepts of the structure plan and supersedes its provisions. Therefore, development must be regulated in terms of the control measures provided by the zoning scheme. The current status of the height restrictions in terms of the Swakopmund Structure Plan 2020 - 2040 is a general guide and must first be adopted or absorbed into the zoning scheme in order to become binding. The current zoning scheme provisions have not been varied by the Swakopmund Structure Plan 2020 - 2040 proposals or concepts.

In terms of Clause 5(D) 2.3 **"Height Control"** of the Swakopmund Zoning Scheme, is stated that *"no building in this zone shall be erected to exceed a height of 13m. provided that a height relaxation up to a maximum building height of 16m may be permitted with special consent of the Council."* The approved building plans are within the provisions of the scheme with regard to the height and land uses.

The claim that the building plans were erroneously approved with a height of 15m is incorrect. The height is measured from the natural ground level or street level, and this specific development has a basement. It is possible that the objector was measured from the basement level and not from the natural ground level. The diagrams referred to by one of the objectors are applicable for slopes steeper than 1:20, which is not the case with Erf 68, Waterfront. Erf 68, Waterfront gradient is less than 1:20. and according to the scheme, *"Council may waive the requirement to submit certified contour maps as described above if, in its opinion, no uncertainties exist about the height of the building or **if the gradient of the land is less than one meter over 20 meters (1:20).**"*

One of the objectors indicated that the development is subject to urban design compatibility, traffic study, engineering services report and environmental clearance certificate. Erf 68, Waterfront is zoned "general business" and no change in zoning is proposed in the application. The averred intention to construct a hotel is just an assumption by the objector. There is therefore no need for a traffic study and environmental clearance certificate. The service capacity was already considered in the planning of the township, given the fact that the property has been a general business from the onset. In respect of the urban design, compatibility will be partially covered and taken into account during the aesthetic assessment.

According to the approved general plan, G 120, attached as **Annexure B**, Erf 68, Waterfront is above the high-water mark. This general plan was approved on the 25th of March 2014 by the Surveyor General. The claim by the objector

that the issue of high-water mark that surfaced during the planning and construction of the Waterfront Development, cannot be used against Erf 68, Waterfront as the construction has not taken place yet and there is a public open space (Erf 69, Waterfront) on the western side of Erf 68.

Public consultation means obtaining consent from the affected neighbours, publication of notices in a local newspaper to inform the general public. In this case, the notice was published in two newspapers and displaying of notices on-site and municipal notices. All these have been done, so the claim by the objector that they are not aware of any public consultation taking place is dismissed. Moreover, the developer went as far as to hold a meeting on 11 July 2024 with the affected parties, and the minutes of that meeting is herewith attached as **Annexure C**.

On the issue of parking, the proposed development is providing its own parking. A total of seventy-nine (79) parking bays are shown on the approved plans.

Erf 68, Waterfront is zoned "general business", a zoning that comes with a variety of commercial uses, which ultimately brings forth a mixed-use development. In terms of the provisions of the Swakopmund Zoning Scheme, the following activities are permitted. The proposed development on Erf 68, Waterfront, complies with the table below.

TABLE B

	1	2	3	4
	ZONE	MAP REFERENCE	PURPOSES FOR WHICH LAND MAY BE USED	PURPOSES FOR WHICH LAND OR BUILDINGS MAY BE USED WITH THE CONSENT OF THE COUNCIL ONLY
D	General Business	Blue fill	Shop, Office Building, Parking Garage, Block of Flats, Townhouses, Restaurant, Backpacker's Hostel, Bed and Breakfast, Boarding House, Self Catering Establishment, Guest House, Hotel Pension, Hotel.	Service Station, Service Industry, Launderette, Dry-cleaner, Place of Assembly, Place of Amusement, Institutional Building, Drive-in Café, Funeral Parlour and Chapel, Warehouse, Liquor Store, Campsite, Camping and Caravan Park, Rest Camp, Resort.

The developer indicated that the older sewer pump station in the middle of Erf 68, Waterfront, will be replaced, upgraded and relocated at the cost of the developer.

The height restriction for general business zoned properties, without consent, is 13m. At this height, there is already a loss of sea view vistas. Therefore, increasing it by 3m is insignificant and will not result in a major change in views.

9. **Conclusion**

The request for building height relaxation on Erf 68, Waterfront, is within the provisions of the Swakopmund Zoning Scheme and is not foreseen to be an extreme departure from the existing urban character.

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

RECOMMENDED:

That the application for special consent to relax the building height on Erf 68, Waterfront, from 13m to 16m not be approved.

ANNEXURE A - APPLICATION

19-03-05-68

WF 68

25

Background Information Document (BID)

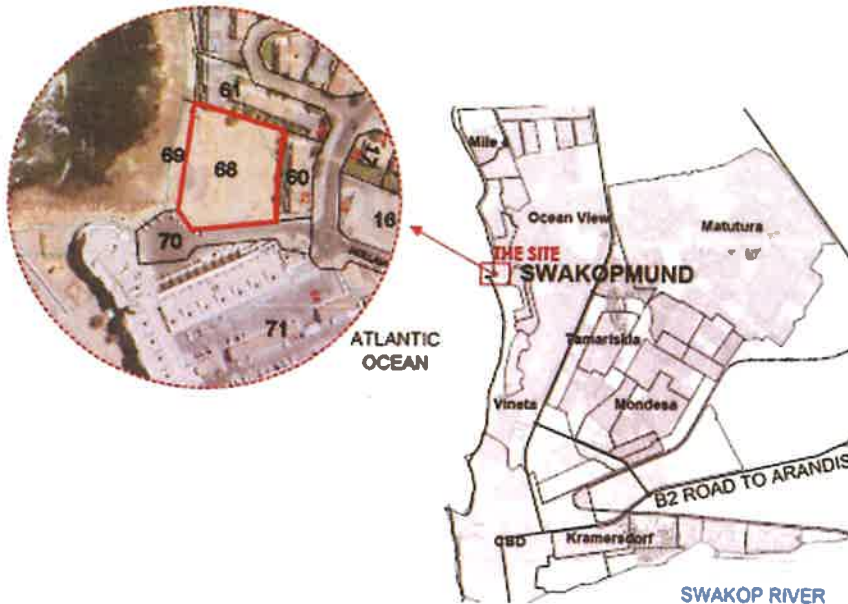
ERF 68 SWAKOPMUND WATERFRONT:
CONSENT FOR A HEIGHT RELAXATION

Date: 30 August 2024

Prepared for: The Waterfront Swakopmund Holdings (Pty) Ltd
PO Box 213
Swakopmund, 13001

Prepared by: Stewart Planning Town & Regional Planners
PO Box 2095
Walvis Bay, 13013

Submission to: Swakopmund Municipality
PO Box 53
Swakopmund, 13001





STEWART PLANNING

TOWN & REGIONAL PLANNERS

First Floor, 122 On Main Building
122 Sam Nujoma Avenue
Walvis Bay

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

Introduction

Stewart Planning has been appointed to obtain special consent from the Swakopmund Council to relax the maximum permitted height on Erf 68 Swakopmund Waterfront from 13 to 16 metres.

Application is made in terms of **Clause 2.3(i) of the General Business zone of Swakopmund Town Planning Amendment Scheme No.12.**

The purpose of this report is to register the application with the Swakopmund Municipality and to provide interested and/or affected parties with additional background information in order to submit their written comments, suggestions, objections, and/or representations to the proposed height relaxation.

Height Relaxation Proposal

Erf No. 68 Swakopmund Waterfront (the site) measures 3,469m² in extent and is currently an undeveloped property, situated north of Platz am Meer/The Pier.

The owner has appointed Howard Krogh Architects to prepare and submit building plans. Building plans were approved by the Swakopmund Municipality on 01 February 2024 as indicated in Figure 3 on page 4 of this BID.

Two buildings are proposed, Block A and Block B as summarised below:

- **Block A:**
 - This building is located at the seaside of Erf 68.
 - It contains a restaurant, reception, and conference area on the ground floor with self-catering apartments on the upper floors.
 - It is a five-storey building with a maximum height of 13 metres.
- **Block B:**
 - This building is located at the back of Erf 68 to the east, closer to Quay South.
 - It contains parking on the ground floor with self-catering apartments on the upper floors.
 - It is a five-storey building with a maximum height of 11.8 metres.

The owner has received building plan approval and intends to commence with construction no later than January 2025 and the estimated construction period will be 24 months.

However, the owner wishes to make the following changes to the design of Block A:

- To increase the roof volume of each floor – no additional units are proposed.
- To change the flat concrete roof to a pitched timber roof for aesthetic reasons.
- To extend the lift shafts above the roof to enable access for roof maintenance.

These intentions will increase the building height from 13 to 16 metres which requires a height relaxation approval from the Swakopmund Council. No changes are proposed for Block B which will remain at 11.8 metres.

No detailed plans have been prepared to indicate the height relaxation, but are generally illustrated below:

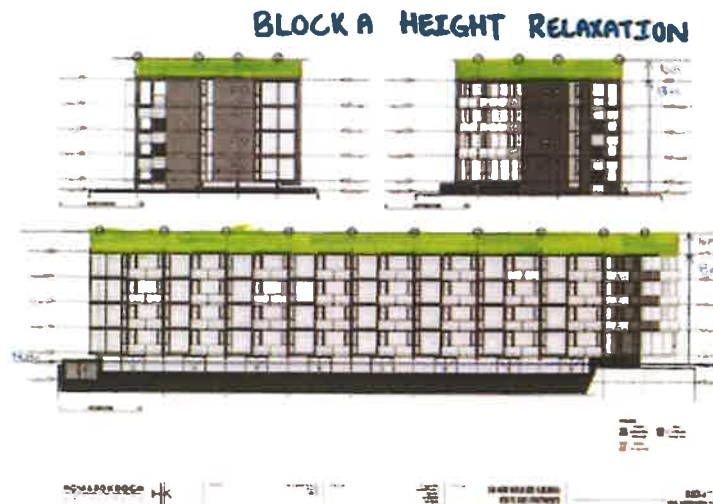


Figure 1: Elevation plan for Block A. The green area indicates the height increase to 16m.

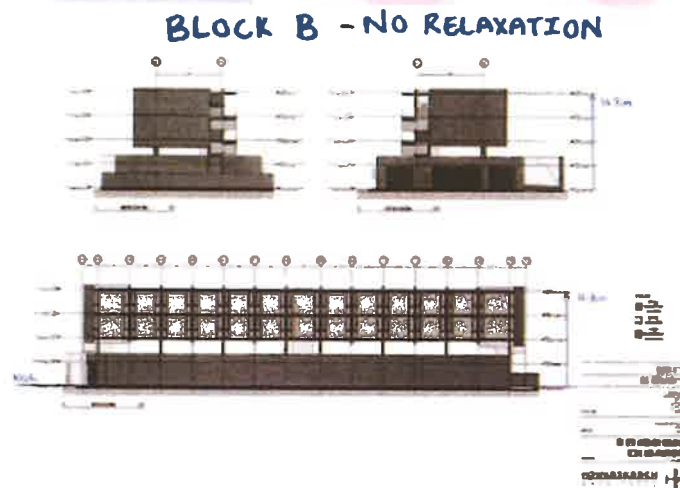


Figure 2: Elevation plan for Block B. No height relaxation is proposed.

Site Development Plan

Below is the approved site development plan with added annotations:

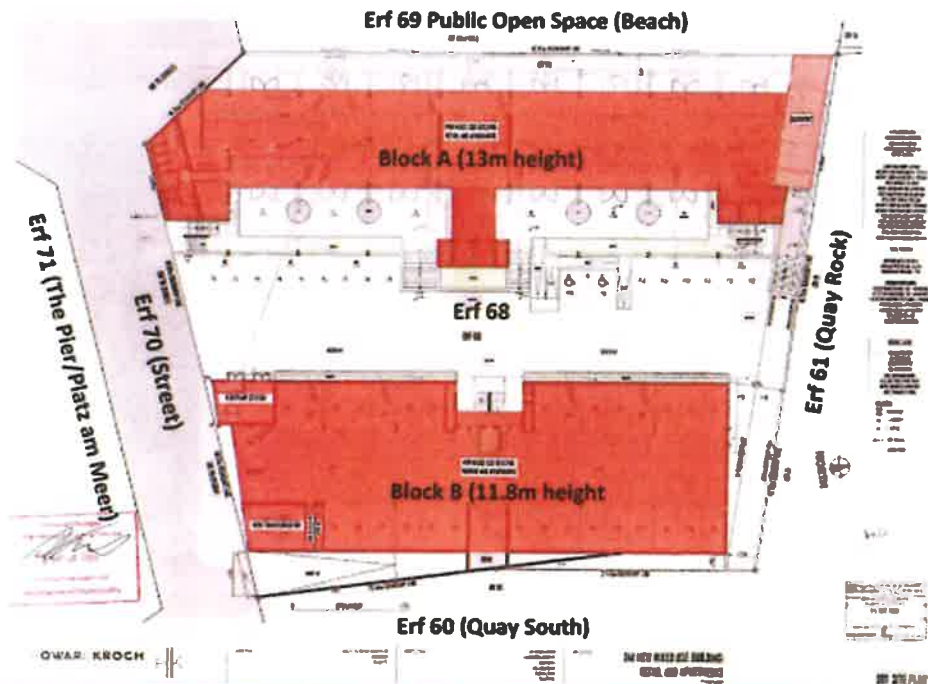


Figure 3: Site plan for Erf 68 Swakopmund Waterfront as approved by the Swakopmund Municipality.

Site Location

Erf 68 is located in the area colloquially known as the Waterfront in Swakopmund, Erongo Region, Namibia. The site is located along the beach, north of the Platz Am Meer shopping centre. The location of the site is shown below:

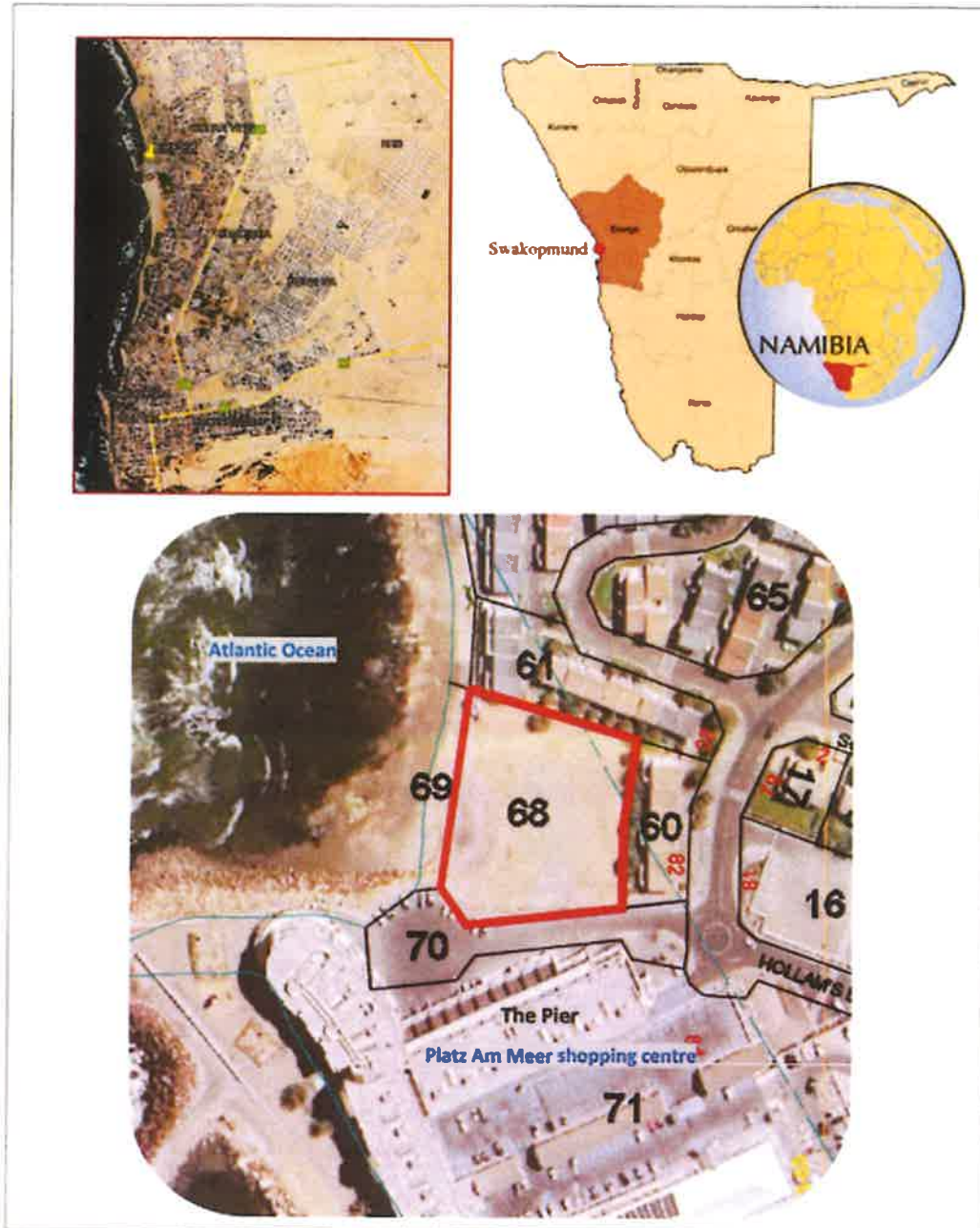


Figure 4: Location of the site (Coordinates: 22°38'39.30"S, 14°31'35.88"E)

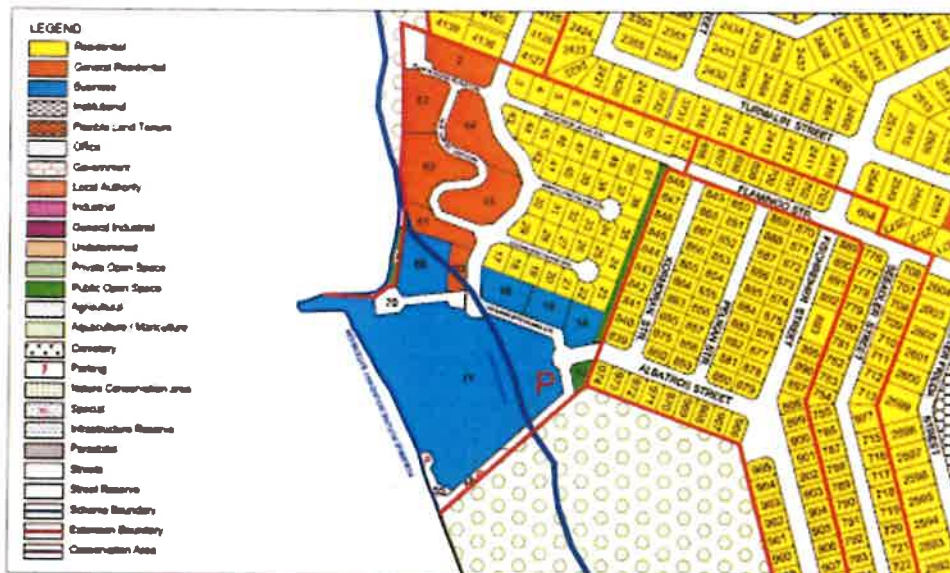


Figure 5: Zoning map of Erf 68 and surrounding properties from Scheme No.71 (Credit: Swakopmund Municipality)

Erf 68 is zoned "General Business" and surrounding properties are zoned "General Business" and "General Residential 1" and are developed. Access to Erf 68 is from Erf 70 which is zoned "Street".

Registered Owner or Applicant

Malicolo Island Investments (Pty) Ltd (Company Number 2021/0941) is the registered owner of Erf 68 (a portion of Erf 59) Swakopmund Waterfront in terms of Deed of Transfer No. T357/2023. The company name has been changed to *The Waterfront Swakopmund Holdings (Pty) Ltd* but trades under the name of the *Waterfront Square Company*.

The owner bought Erf 68 from *Safari Investments Namibia* and the transfer took place in February 2023. *Safari Investments Namibia* is the owner/developer of the *Platz am Meer* mall and *The Pier* apartments.

Environmental Impact Assessment

Erf 68 Swakopmund Waterfront was purchased as a "General Business" zoned property with the associated developmental rights and restrictions. No change in zoning will take place. Other than relaxation to maximum height restrictions, no major change to developmental rights will take place which warrants the need to undertake an Environmental Impact Assessment (EIA).

A height relaxation is not a listed activity in terms of the Environmental Management Act, 2007 (Act No. 7 of 2007) and does not require an environmental clearance certificate before the activity can be undertaken. In conclusion, the owner is not required to undertake an EIA.

Applicable Policy/Legislation

The proposal will be evaluated in accordance with the following legislation and/or policies:

- Swakopmund Town Planning Amendment Scheme No.12; and
- Swakopmund Urban Structure Plan 2020-2040.

Preliminary potential impacts

A site meeting was held with neighbour representatives on 11 July 2024 to identify affected neighbours, present the proposed height relaxation, and identify preliminary potential impacts.

The affected neighbours are:

1. Quay Rock Body Corporate (Erf 61 Swakopmund Waterfront).
2. Quay South Body Corporate (Erf 60 Swakopmund Waterfront).
3. Platz am Meer/The Pier Apartments (Erf 71 Swakopmund Waterfront).
4. BlueGrass Restaurant (Erf 71 Swakopmund Waterfront).

The preliminary potential impacts are summarised below:

1. Loss of sea views.
2. Loss of sunlight.
3. Loss of garden/open space.
4. Uncertainty over the development proposal.
5. Quay Rock building encroachment.
6. Sewerage impacts.
7. Sea barrier and maintenance.
8. Basement parking and blasting concerns.
9. Construction-related impacts.
10. Scheme boundary incorporation.
11. Traffic, parking and access-related impacts.
12. Previous objections.

The above impacts were discussed with the owner and appointed architect on 18 July 2024 to address the concerns raised by neighbours. A summary of the concerns/issues and a response from the owner/developer is provided in the attached report dated 09 August 2024 (Annexure A1).

Offer of compromise

The owner has suggested a compromise to address some of the concerns raised by neighbours. The owner will commit to not developing Block B provided that height relaxation can be granted for Block A. More details relating to the proposed compromise are set out on page 6 of the attached report (Annexure A1).

Neighbours were asked to provide their written feedback by 23 August 2024 on the proposed compromise. However, the only feedback received was a request for a copy of the approved building plans which were provided, and an extension of time to respond by the end of October 2024.

However, an extension of time was only granted to respond by 27 September 2024 which will also be the deadline date to submit written comments/objections to the height relaxation application. At this stage, it is not certain whether the proposed compromise is acceptable to neighbours or not.

Public consultation

The height relaxation will be advertised in accordance with the provisions of Swakopmund Town Planning Amendment Scheme No.12. The formal advertising period for the height relaxation consent application starts on Friday, 6 September 2024 and ends at 17:00¹ on Friday, 27 September 2024.

All written comments, representations and/or objections to the proposed height relaxation and/or offer of compromise should be submitted, in writing, to Stewart Planning via post or email:

Stewart Planning
PO Box 2095
Walvis Bay
13013

or

Melissa Kroon
melissa@sp.com.na
Johann Otto
otto@sp.com.na

Submitted comments, representations and/or objections will be included and addressed in the final consent application that will be submitted to the Swakopmund Council.

The deadline for written comments and objections is 17:00, Friday, 27 September 2024.

Recommendation

It will be recommended to the Swakopmund Council to relax the maximum building height for Block A from 13 to 16 metres on Erf 68 Swakopmund Waterfront on condition that the owner may not develop Block B.

Should the height relaxation not be granted by the Council, for whatsoever reason, then the owner will continue to develop Block A and B in accordance with the approved building plans.

Yours sincerely,



Johann Otto
Town & Regional Planner



STEWART PLANNING
TOWN & REGIONAL PLANNERS

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



Melissa Kroon
Town & Regional Planner



STEWART PLANNING
TOWN & REGIONAL PLANNERS

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

¹ Central Africa Time GMT+2



Figure 1: Photo of first notice Erf 68 on display from 04 to 27 September 2024.



Figure 2: Photo of a second notice on Erf 68 on display from 04 to 27 September 2024.

Classifieds

Tel: +264-61-279 632 / 279 646 • Fax: +264-61-22 9206 • email: classifieds@namibian.com.na

DEADLINE: 12NOON, 2 WORKING DAYS PRIOR TO PLACEMENT

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02 SEPT
2024

LIST OF REGISTERED ITEMS POSTED

JOHANN OTTO - STEWART PLANNING
PO BOX 2095 WALVIS BAYERF 68 SWAKOPMUND WATERFRONT
HEIGHT RELAXATION

Sender's Reference No	Addressee's Name and Address	Registration No
1 ERVEN 60+61+71 QUAY SOUTH/ROCK	W.I. VD WESTHUIZEN (NAMPLAN) PO BOX 467 SWAKOPMUND, 13001	BA 001 345 039 NA
2 ERVEN 60+61 QUAY SOUTH/ROCK	L. D'OLIVEIRA (ONE3 MANAGEMENT) PO BOX 4580 SWAKOPMUND, 13001	BA 001 345 042 NA
3 ERF 71 THE PIER	I. MARAIS (MY HOME PROPERTIES) PO BOX 2197 SWAKOPMUND, 13001	BA 001 345 056 NA
4 ERVEN 60+61 QUAY SOUTH/ROCK	VAN RENSBURG ASSOCIATES PO BOX 61 SWAKOPMUND, 13001	BA 001 345 060 NA
5 ERVEN 70+71 PLATZ AN NEER	H. LANGEVELDT (SAFARI INVESTMENTS NAMIBIA) PO BOX 7209 SWAKOPMUND, 13001	BA 001 345 073 NA

NAMPOST
UNIT Reg No: 0024451015

Branch: Walvisbay

Date: 02/09/24
Counter: 5 ANDELENER
Time: 15:17:09
S100001104

Qty Product Price VAT

5 Letter \$31.00
Registered Mail \$208.50
(Registered Item No)
(P1 105 Form No)
1 Recipient Name: STEWART PLANNING S UN LJ
1 Address Line 1: 80001345039NA111600134
(Address Line 2)
(Address Line 3)
(Address Line 4)
PrePaid - \$258.50

Net - \$258.50

Tax Code	Amount	Total Tax
VAT A (0%)		
VAT B (15%)	\$181.30	\$27.20
Total		\$0.00

Name: STEWART PLANNING
Address: BOX 2095
WALVIS BAY

Receipt No: 264-13101-5-2425640-2
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VAN RENSBURG ASSOCIATES

ATTORNEYS | NOTARY | VALUATOR

Admitted and registered by the Law Society of Namibia

Our reference/Ons Verwysing: VR/diana/QU 0036

27 September 2024

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

Dear Sir / Madam

RE: **HEIGHT RELAXATION APPLICATION**
ERF 68 SWAKOPMUND ("the Property")
WATERFRONT SQUARE COMPANY ("the Developer") / STEWART PLANNING ("the Applicant")

We refer to the above matter and have instructions from the Body Corporates of Quay Rock, Quay South and Platz Am Meer (The Pier) (collectively hereinafter referred to as "our clients") to formally object to the abovementioned application.

Having regard to the Background Information Document ("BID") presented by the Applicant to our clients we have instructions to place the following on record:

1. Requirements set by the Swakopmund Long Term Structure Plan 2020-2040 ("SSP"):
 - 1.1 The Property falls in a height restriction zone. The SSP, on page 105 (paragraph 6.9.1), suggests, for good reason, that any request for relaxation of the prescribed height should be accompanied by an Urban Design Compatibility Report, a Traffic Study, an Engineering Services Report and an Environmental Clearance Certificate ("ECC"). The Applicant has not complied herewith.
 - 1.2 If regard is had to the importance of height control in specifically the urban environment of Swakopmund, as set out in paragraph 6.9.1 of the SSP, it is clear why it is recommended that an ECC should be obtained for purposes of formally applying for a relaxation of (a) prescribed height(s).

Hermanus Christoffel Jansen Van Rensburg (D.A. LL.B. Stellenbosch)
assisted by Jennifer Strahn Greeff (B.A. LL.B. NWU)

Email: admin@vanrensburgassociates.com

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

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

- 1.3 Our clients are of the view that the building intended by the developer on the Property will, if it is constructed in accordance with the approved plans, already amongst others pose a health risk due to the severe restriction of natural light that will result therefrom. If the building is constructed in accordance with the approved plans it also already transgresses the height restriction imposed in terms of the Swakopmund Town Planning Amendment Scheme No 12 ("the STPAS") as illustrated below. Should a height relaxation be approved by your Council the height of the building will be substantially in excess of the prescribed height as shown hereunder. This could in turn create a precedent for the area, which could permanently change the nature thereof as other developers might insist upon being granted the same privileges.
2. Calculation of height as defined in the STPAS:
 - 2.1 "HEIGHT" is defined in the STPAS as follows:
"the vertical dimension of a building structure or wall measured from any point at the average gradient of the land vertically to a line parallel to the average gradient of the land."
 - 2.2 "Average gradient" is in turn defined as follows in the STPAS:
"the original slope of the land before any earth works or other terrain modification have been undertaken"
 - 2.3 The STPAS also states the following:
 - 2.3.1 *"The average gradient of the land will be determined by accurate topographic surveys using a contour interval not greater than 1 meter and a horizontal map scale (section) of one centimeter equals two meters (1:200) or larger"*
 - 2.3.2 *"Such maps and calculations shall be certified by a registered civil engineer or registered land surveyor as to its accuracy"*
 - 2.4 Please find below Figures 1 and 2 which practically illustrates the correct determination of height in accordance with the provisions of the STPAS.

**DIAGRAM 1****HEIGHT CONTROL****Intention**

The rationale behind height control in Swakopmund is twofold: (i) to control the scale of development in different areas and (ii) to control sight lines especially in areas where the view may be critical.

In order to control the scale of development and sight lines, Council needs to prescribe the maximum height in meters above the natural ground level. Height control for different land uses differ. Single residential development has a lower height restriction than business development. Given the stated objectives of height control, it is logical that control of the vertical distance from natural ground level to a maximum height would serve the purpose of regulating sight lines and the scale of development. Accordingly, the principle of height control should be expressed as a vertical distance from natural ground level. Because the natural ground level is often uneven, it is desirable to use the average gradient or general slope of the site for the purpose of determining the level from where the height should be measured (See Diagram 1A to 1C). The general slope can be determined by a contour survey and horizontal map or section through the erf.

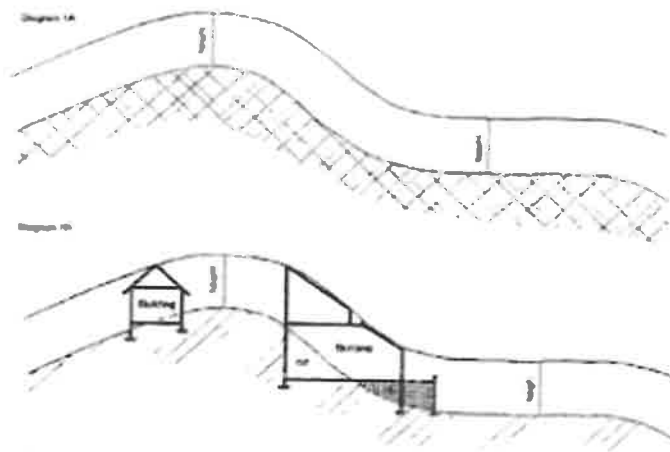
Definition

"HEIGHT" means the vertical dimension of a building structure or wall measured from any point at the average gradient of the land vertically to a line parallel to the average gradient of the land.

"average gradient" means the original slope of the land before any earth works or other terrain modification have been undertaken. The average gradient of the land will be determined by accurate topographic surveys using a contour interval not greater than 1 meter and a horizontal map scale (section) of one centimeter equals two meters (1:200) or larger. Such maps and calculations shall be certified by a registered civil engineer or registered land surveyor as to its accuracy, provided that:

- the Council may waive the requirement to submit certified contour maps as described above if, in its opinion, no uncertainties exist about the height of the building or if the gradient of the land is less than 1 meter over 20 meter (1:20).

Diagram 1 which follows is to be incorporated into the Scheme. It shall serve to illustrate the meaning of height.



Prepared by Urban Dynamics

66

Figure 1. Illustrates height determined as per the STPAS

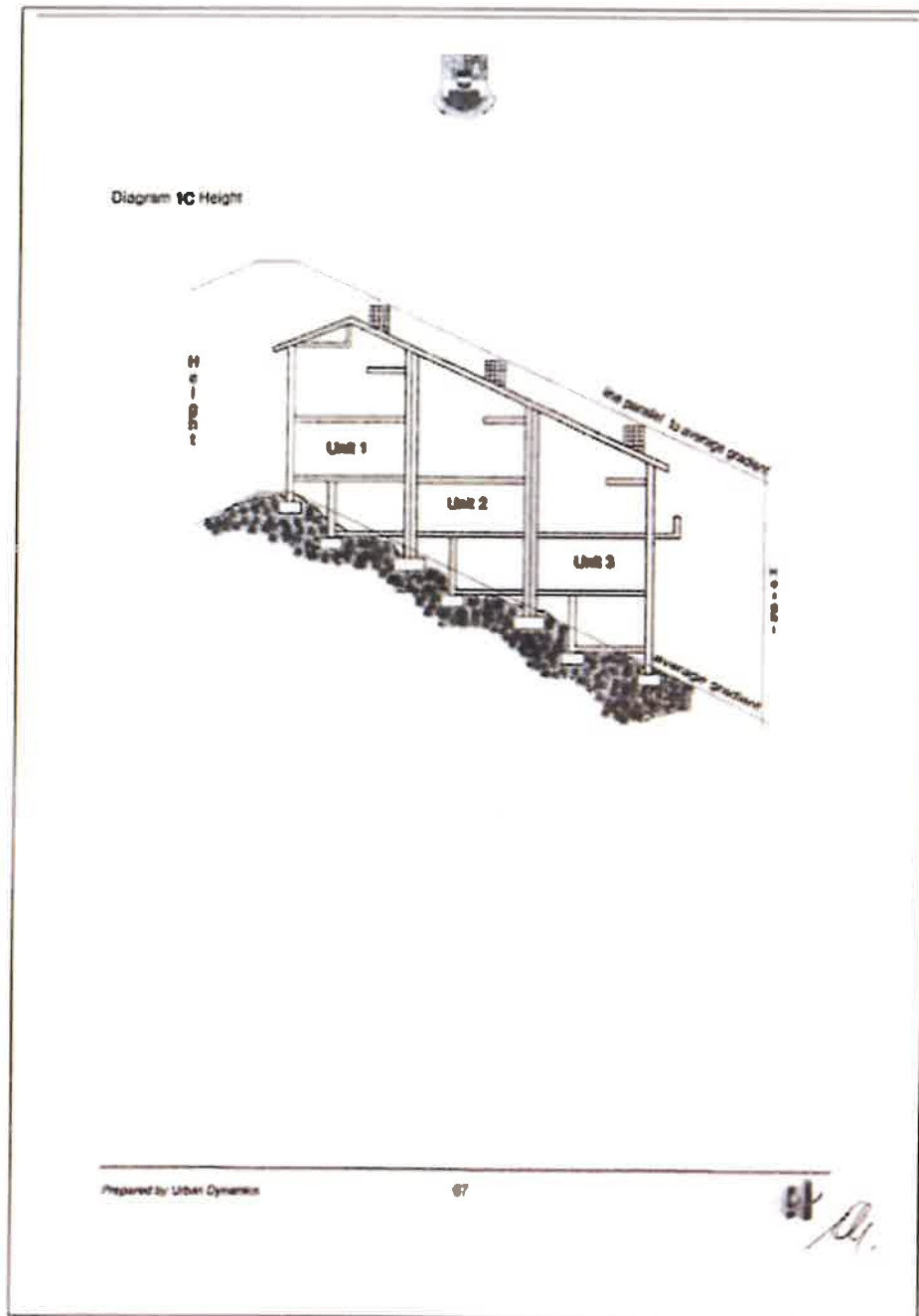


Figure 2. Illustrates height determined as per the STPAS.

3. Non-compliance with the STPAS by the Applicant:

- 3.1 The issue surrounding heights on this particular property is complicated by the fact that the property has been refilled as mentioned in paragraph 4.1 below. Heights should be calculated from the natural ground level of the property, and this has to be established. The heights indicated on the approved plans are erroneously calculated from street level and appears to be in excess of 15 meters above the natural ground level.
- 3.2 The STPAS permits a maximum height of 13 meter for improvements constructed on a property zoned "General Business" such as the Property. The height indicated on the approved building plans for the Property was erroneously determined and calculated from the street level (reclaimed land) and not the natural ground level as stipulated by the STIPAS.
- 3.3 The diagrammatic sections below serve to illustrate the fact that the building is designed for the ground floor level to be constructed 2 meters below the street level (Figure 3).

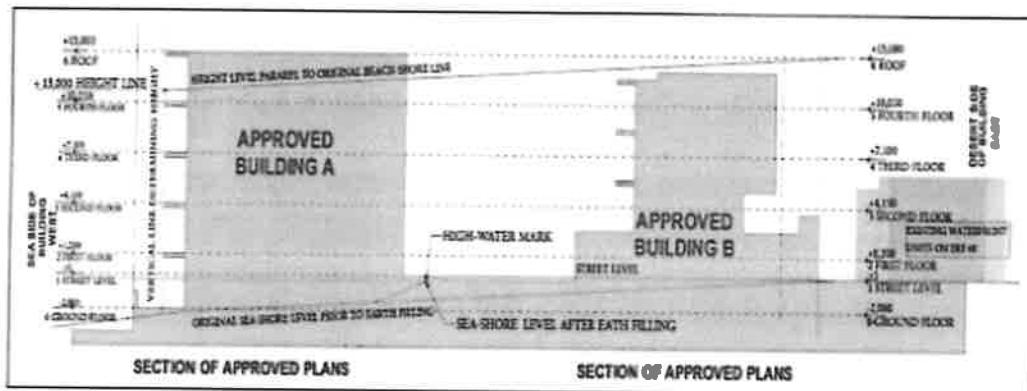


Figure 3. Illustrates height determined parallel to the average gradient of the natural ground level as per the Swakopmund Town Planning Scheme.

- 3.4 The diagram also illustrates the 13-meter height restriction in relation to the natural ground level and the fact that the approved plan is already higher than 15 meters as illustrated in Figure 4.

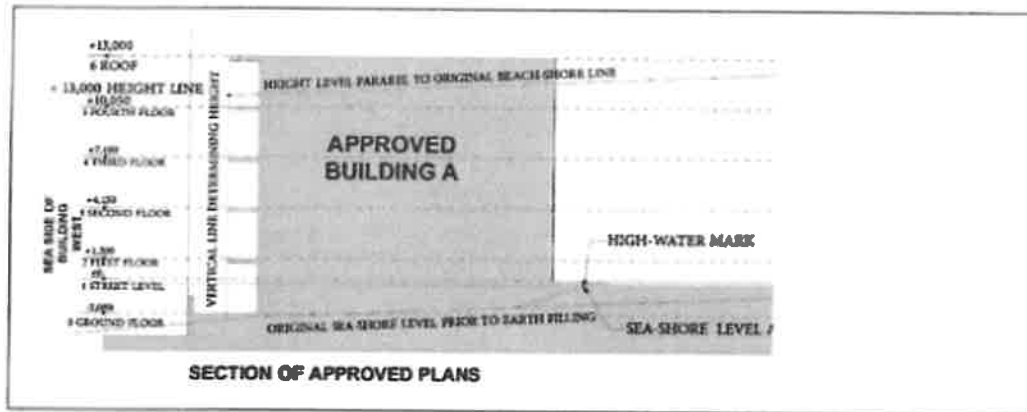


Figure 4. Illustrates height determined parallel to the average gradient of the natural ground level as per the STPAS.

- 3.5 If the building on the Property is constructed in accordance with the approved plans it will be higher than 13 meters and will exceed the new height restrictions proposed in the SSP which suggested a 9-meter height restriction in areas in close proximity to the coast, such as the particular property.
- 3.6 Should a height relaxation be granted as requested from 13 to 16 meters this will practically have the result that the building would be 18 meters high, which is substantially higher than the permitted 13 meters.
4. The Swakopmund Town Boundaries:
 - 4.1 The controversy surrounding the exact locality of the high-water mark in this area has a long history, which has surfaced during the planning and construction of the Waterfront Development and was again a controversial issue during the construction of the Platz Am Meer Shopping Mall. It has never been resolved. In addition hereto it seems as if a large portion of the Property has been refilled resulting in a reclamation of land from the sea. The Property obviously only extends up to the natural high-water mark, with any land that has been reclaimed west of the natural high-water mark belonging to the State. In fact, if regard is had to the SSP it seems as if a substantial portion of the Property might not fall within the Town Boundary having the result that the developer cannot build on such portion of the Property. It logically follows that your Municipality might also not have jurisdiction over a large portion of the Property and might not be in a position to grant any permission of whatever nature to the developer in regard to any improvement which the latter intend constructing on the Property, including consent for height relaxation, until the issue as to the exact boundaries of the Property has been resolved.
5. Necessity of the Developer to obtain an Environmental Clearance Certificate in respect of listed activities:

It is the view of our clients that the Developer will, in addition to obtaining an ECC for the purpose stated in paragraph 1.1 and 1.2 above, also have to obtain an ECC for the following activities listed in the Environmental Management Act 7 of 2007 as activities that require an ECC:

5.1 "WATER RESOURCE DEVELOPMENTS

8.10 Reclamation of land from below or above the high-water mark of the sea or associated inland waters"

Should the development on the Property be constructed below the natural high water mark (which in the opinion of our clients is the case) the structural integrity of the building might be compromised, endangered or damaged by the effects of the ocean, or by an unstable substrate upon which the development was constructed.

A development running into difficulties as a result of the above issues will not only directly negatively affect our clients having vested rights in the form of considerable investment made by them in their properties bordering on the Property but will also create problems for the Municipality of Swakopmund in whose jurisdiction the Property, or a part thereof, falls.

You attention is pointed to paragraph 1.3.1 of the SSP where the following is stated:

"If natural accretion causes the boundary to move the variable high-water mark of the sea, then in order to reflect the changed boundary and area the title must be amended by resurvey should it be requested.

However, if land has been manually filled and reclaimed from the sea, like the piers at the Swakopmund Mall, then that land is State Land. Therefore, it must be surveyed, a diagram must be made with State Title, and then incorporated and privatization can happen."

The Sea Shore Ordinance 38 of 1958 determines the procedure that should be followed should it be required that the position of the high-water mark be determined.

It has been suggested in writing to the Applicant that its client the Developer should follow the laid down procedure in order to establish the correct boundaries of the Properties. The Applicant has informed us that their client does not deem it necessary to do so.

5.2 "INFRASTRUCTURE

10.1 (e) any structure below the high-water mark of the sea."

Relevant information at the disposal of our clients indicates that, as stated above, a portion of the building that the Developer intends constructing on the Property will be constructed below the natural high-water mark of the sea. This has to be investigated by the Applicant.

6. The following was stated in a letter from our firm to the Applicant dated 24 September 2024:

"It is in the light of the above suggested that your client provides us with its suggestions as to what it intends doing regarding the issues raised above. More specifically we would be pleased to receive confirmation from you before or on close of business on 25 September 2024 that your client will not proceed with its application for building height relaxation pending addressing the issues raised in this letter, failing which we have instructions to formally oppose such application"

Needless to say that the Applicant has refused to adhere to our request.

We reserve the right to elaborate on the above grounds should the same prove to be necessary and would be pleased to hear from you.

Yours faithfully
VAN RENSBURG ASSOCIATES


Per: C van Rensburg

Copy to: Steward Planning
Walvis Bay

Johann Otto

From: Danste <danste@danstenamibia.com>
Sent: 26 September 2024 20:20
To: sbruwer@swkmun.com.na; jheita@swkmun.com.na; Melissa Otto
Cc: danste@danstenamibia.com
Subject: erf 68: Concerns regarding relaxation of building height restriction.

Follow Up Flag: Follow up
Flag Status: Flagged

Good Day,
 For the attention of the CEO 'Objections'.

I, Aidan de Lange, owner of erf 74, Waterfront, Vineta, (previously erf 22 and erf 23) hereby submit the below as a point of concern in this regard.

With direct reference to the published notice for submissions of concern regarding the relaxation of the building height of erf 68 (directly north of AlaMer Waterfront complex), from 13 mtrs to 16mtrs.

The 2020 zoning plan from Muni captures this area as such;
 Blue for Gen Bus.
 Brown for Gen Res 1.



Re erf 68, the proposed project on erf 68 has reportedly sold out!
<https://waterfront.com.na/>

That proposal provides for 4 stories.

- I am not aware of any public consultation ongoing herein.
- Where there any public consultation meetings?

The recently (2022 or 2023) adopted Structure Plan (guiding future town planning), addresses some general design principles, of which I specifically highlight the relative point with regards to coastline properties, viz;

5.3 Descriptions of urban design principles**Building heights**

§ Maximum 3 story height along coastline and Swakop river precinct.

Parking

Vineta, Waterfront area already suffers from lack of parking during peak seasons.

Has this been addressed by the Council

Sewerage Management:

Has the existing pump station been assessed with regards to sufficient capacity to manage a high density accommodation development?

The existing pump station is 'higher' than the ngl of erf 68. Have these factors been addressed by Council?

Mixed-use

§ Introduction of a new zoning category for the definition of the shop-house mixed-use concept;

§ Developer mixed-use initiatives: single block development with various functions such as retail, office and residential flats on a sectional title ownership basis;

§ Individual/private ownership mixed-use development, i.e. one owner per development. - = shop-house/ house-shop developments.

In ending, it calls for mention that the relaxation of the building height in this instance will represent a total disregard for all residential properties right to a fair horizon/sunset view above the ocean.

- Not necessarily a 'direct sea view horizon' but at the very least an acceptable level of distant view and vista.
- See attached estimate/rough line point of view.

The proposed building final height of 16mtrs will prematurely 'block' out the direct line of late afternoon sunlight to residents to the east of the erf 68 project.

But trust that the above offers an indication of our concerns regarding the relaxation of a coastal property height restriction.

Kind regards,
Aidan de Lange

Johann Otto

From: Danste <danste@danstenamibia.com>
Sent: 26 September 2024 20:21
To: sbruwer@swkmun.com.na; jheita@swkmun.com.na; Melissa Otto
Cc: danste@danstenamibia.com
Subject: ERF 68 RELAXATION OF HEIGHT RESTRICTION.
Attachments: IMG-20240925-WA0069.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Good Day,
 For the attention of the CEO 'Objections'.

On behalf of the owner of erf 840 (No. 3 Komoraan Str, Vineta), Mrs. A.D. de Lange,

I, Aidan de Lange (spouse) submit the below as a point of concern in this regard.

With direct reference to the published notice for submissions of concern regarding the relaxation of the building height of erf 68 (directly north of AlaMer Waterfront complex), from 13 mtrs to 16mtrs.

The 2020 zoning plan from Muni captures this area as such;
 Blue for Gen Bus.
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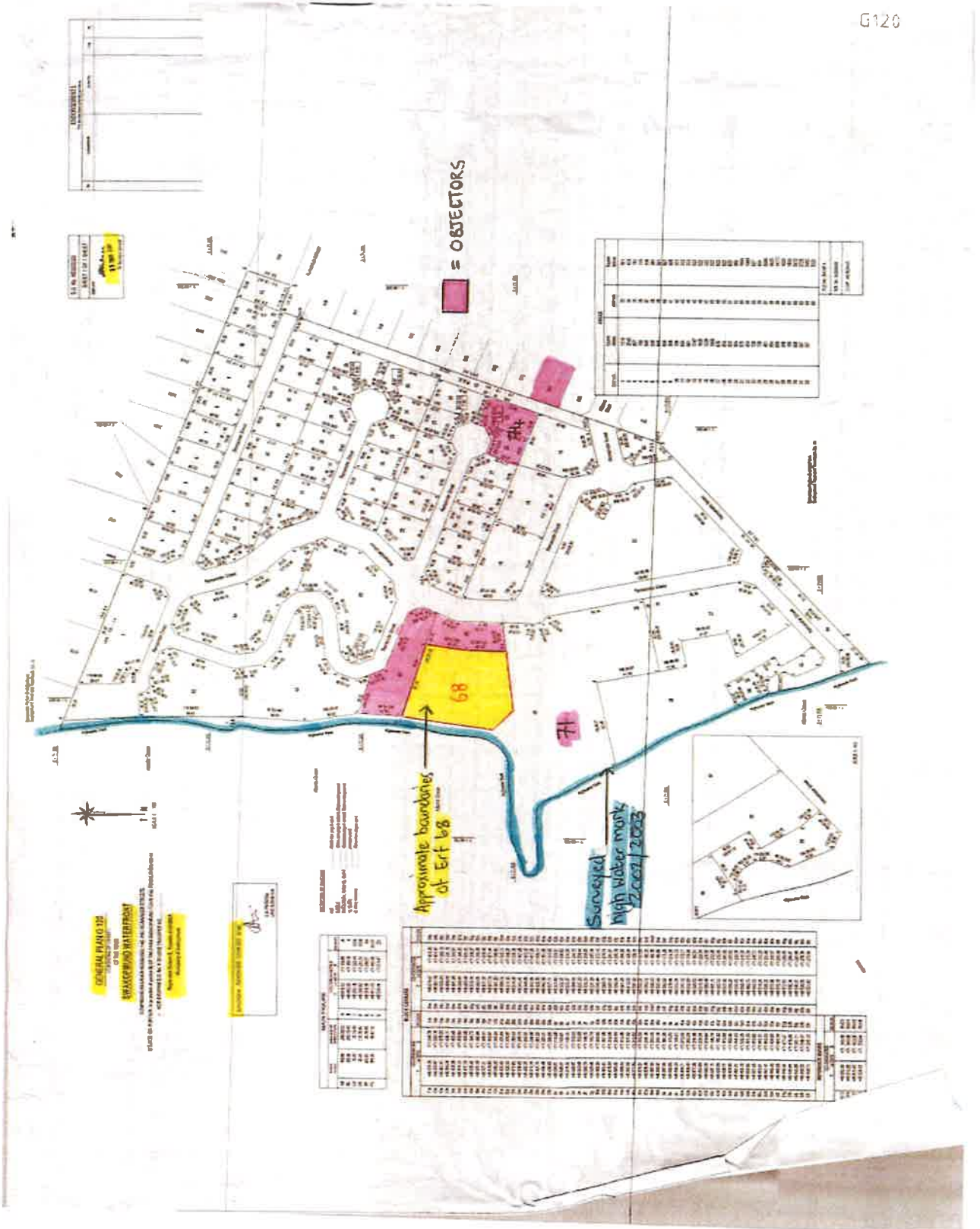
The proposed building final height of 16mtrs will prematurely 'block' out the direct line of sunlight to residents to the east of the erf 68 project.

But trust that the above offers an indication of our concerns regarding the relaxation of a coastal property height restriction.

Kind regards,

Aidan de Lange (on behalf of Mrs. A. D. de Lange
Erf 840, No 3 Komoraan Str, Vineta

ANNEXURE B - GENERAL PLAN HIGH WATER MARK



ANNEXURE C - MINUTES



STEWART PLANNING

TOWN & REGIONAL PLANNERS

First Floor, 122 On Main
122 Sam Nujoma Avenue
Walvis Bay

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

Reference: 68SW

Date: 09 August 2024

To:

**Interested and/or affected neighbours,
and representatives
Erf 68 Swakopmund Waterfront
Swakopmund
Namibia**

Per email:

1. Lizelle D'Oliveira	Waterfront	one3manwb@gmail.com
2. Will Cilliers	Waterfront	one3services@gmail.com
3. Winton vd Westhuizen	NAMPLAN	winton@namplan.africa
4. Hesti Langeveldt	Platz am Meer	hesti@safari-investments.com
5. Surina Snyman	Platz am Meer	accounts@bluegrassnam.com
6. Ilse Marais	Platz am Meer	imarais@afoi.com.na

**ERF 68 SWAKOPMUND WATERFRONT: HEIGHT RELAXATION: RESPONSE FROM
DEVELOPER AND PROPOSED COMPROMISE FOR CONSIDERATION BY
NEIGHBOURS**

Dear affected neighbours,

As you know, Stewart Planning has been appointed by the Waterfront Square Company ("WSC" or the "developer") to apply for a height relaxation for Erf 68 Swakopmund Waterfront. The intention is to increase the height of the seafront Block A from 13 metres to 16m. The height of Block B will remain the same at 11.8m.

Following our site meeting on 11 July 2024, our office discussed the issues, concerns, and objections with the developer and appointed architect on 18 July 2024. The developer now had the time to respond to the comments and issues raised on 11 July which is summarised in the table on the following pages.

Response to comments/concerns

The first column provides a summary of the concern/issue raised by representatives of neighbours whereas the second column is the response from the developer.

Comments and issues raised by neighbour representatives on 11 July 2024	Response from the Waterfront Square Company
<p>1. Loss of sea views:</p> <p>a. The Pier apartments are 13m in height and many units currently enjoy a sea view which will be compromised by the proposed development and height relaxation.</p> <p>b. Quay Rock and Quay South will also lose sea views due to the proposed development.</p> <p>c. The loss of sea views will directly impact property values.</p>	<p>a. We understand the concerns related to the potential loss of sea views, however, we paid a premium price for a seafront property with business rights that can be developed.</p> <p>b. Although regrettable, the loss of view due to any development on Erf 68 was and is inevitable when the property was sold to us. Given that a 13m building will already remove some of the sea views, the requested height relaxation will have a negligible impact on sea views.</p> <p>c. In reading the objections and concerns, it appears the developer who sold the units failed to inform the new owners about Erf 68 that can be developed. It is recommended that affected neighbours should raise their sea view concerns with the seller of their units.</p>
<p>2. Loss of sunlight:</p> <p>a. Quay Rock and Quay South have living rooms and bedrooms facing the ocean and currently enjoy receiving sunlight when it sets in the west. The receiving sunlight is an amenity and convenience to occupants for its warmth and to keep the building dry and free of excessive moisture/mould.</p> <p>b. The height and position of the buildings, especially Block B, will cast a shadow over the properties which will result in a loss of sunlight. Block B is situated very close to Quay Rock/South.</p>	<p>a. We appreciate this concern but wish to reiterate that we bought Erf 68 with certain developmental rights which are equal to neighbouring properties according to the zoning scheme regulations.</p> <p>b. The plans shared by Stewart Planning on 11 July 2024 have been approved by the Swakopmund Municipality. Therefore, we have the right to develop Block A with a height of 13 metres and Block B at 11.8m.</p> <p>c. However, we are willing to offer a compromise to neighbours. We are prepared to remove Block B provided that neighbours provide their written support for the proposed height relaxation for Block A. We have requested our architect to prepare a section diagram which is attached in Annexure A.</p>
<p>3. Loss of garden/open space:</p> <p>a. A portion of the garden/open space in front of Quay Rock and Quay South will be lost which is an amenity for the owners.</p>	<p>a. It is understood that Quay Rock/South has a well-established garden in front of their units which partially encroaches onto Erf 68. Unfortunately, Erf 68 is not a public open space or garden; it is privately owned, therefore, we retain the right to develop the land.</p>

Comments and issues raised by neighbour representatives on 11 July 2024	Response from the Waterfront Square Company
	b. However, we are open to further suggestions from neighbours such as entering into a separate encroachment agreement.
<p>4. Uncertainty over the development proposal:</p> <p>a. The development intentions are not clear. Initially a hotel but now retail and mixed-use apartments which is vague. Developer to clarify the development proposal in detail.</p> <p>b. Request to circulate Developer/Architect's contact details.</p> <p>c. Previously the proposal was a hotel which was then changed to avoid the need to conduct an Environmental Impact Assessment.</p> <p>d. The previously proposed restaurant was also a concern which may result in potential noise disturbance and traffic to an over congested area.</p> <p>e. If height relaxation is given as per the proposed building plans (to achieve a larger roof volume for the penthouses), what certainty is given that this will be developed and not possibly more units? What are the building plan requirements and can the approval be subject to conditions?</p>	<p>a. As per approved building plans, a five-storey building will be developed. The ground floor will include a restaurant complex with a small conference facility. The upper floors will contain self-catering apartments which will operate under a "Managed Apartment Scheme" if the owners choose to do so. Therefore, the proposal will be a mixed-use development.</p> <p>b. Our appointed architect is Desmond Howard of HKA Architects: +264 81 124 0095.</p> <p>c. Following our comprehensive market study, we realised that there is a stronger market demand for a managed apartment scheme compared to a hotel, hence the change in the proposal.</p> <p>d. The restaurant will be an amenity to self-catering unit owners and the general public. It is in our interest that the restaurant does not disturb the self-catering apartments on the upper floors.</p> <p>e. We have requested our architect to prepare the attached diagram with a detailed section indicating the currently approved plan and proposed compromise/height increase. If possible, we are open to having it signed into the limitations of the property which will be handled by our town planner and architect.</p>
<p>5. Quay Rock building encroachment:</p> <p>a. A portion (±0.5m) of the dwelling unit on Quay Rock encroaches onto Erf 68 and remains unresolved. How can building plans be approved if there are unresolved building encroachments?</p>	<p>a. Please note, that we are not encroaching on your property; you are encroaching on ours. Therefore, the fault does not lie with us. We are, however, willing to find a solution, such as entering into a separate encroachment agreement with Quay Rock.</p> <p>b. The building encroachment is small and does not affect our development proposals for Erf 68, hence building plans were approved.</p>
<p>6. Sewerage Impacts:</p> <p>a. The neighbourhood experiences sewerage overflow and/or blockages during peak times. The proposed development will increase the pressure on the sewerage network. How will sewerage impacts be addressed and mitigated?</p> <p>b. Erf 68 contain existing manholes and a pump station. Has this been taken into account for</p>	<p>a. We are aware of the issues regarding the sewer installation and problems in the area; we also require a solution to this issue.</p> <p>b. Our architect has reached an agreement with the Swakopmund Municipality that we will construct a new sewer pump station with the required increased capacity. This is expected</p>

Comments and issues raised by neighbour representatives on 11 July 2024	Response from the Waterfront Square Company
the development? On the building plans a "new pump station" is indicated – is the intention to move/replace the existing pump station?	to help improve sewerage flow for Erf 68, including neighbouring properties.
<p>7. Sea barrier and maintenance:</p> <p>a. Quay Rock and other Waterfront Body Corporates, have erected a sea barrier or retaining wall to protect properties from the ocean which needs to be maintained yearly (NS250 000 per year on average). A portion of the retaining wall lies in front of Erf 68.</p> <p>b. Who will be responsible for any potential damage during construction and the additional pressure and ongoing maintenance for this part of the retaining wall?</p>	<p>a. The existing sea wall on Erf 68 will be removed and a new and upgraded sea/retaining wall will be built in front of the restaurant and conference area.</p> <p>b. We will be responsible for the maintenance and upgrading of this portion of the sea wall, including any potential damage during construction.</p>
<p>8. Basement parking and blasting concerns:</p> <p>a. Erf 68 was historically used as space for parking during peak times. Will the developer allow the public to use the basement parking during certain events such as Desert Dash?</p> <p>b. The soil has potential bedrock and may require blasting to develop basement parking. Who will be responsible for any potential damage to neighbouring properties that result from blasting?</p> <p>c. Basement parking is situated close to the ocean water level. What mitigations (like a pump system) will be implemented to ensure the basement parking is not flooded?</p>	<p>a. Erf 68 is privately owned and is not a public parking area. However, if parking is available on important days, some spaces could be made available, provided that consent is obtained from the unit owners.</p> <p>b. For the record, it is not basement parking; it is an on-grade undercover parking space.</p> <p>c. All water and/or blasting-related issues have been and will be addressed by our appointed engineers. The engineer will advise what mitigations to follow for the intended development.</p>
<p>9. Construction-related impacts:</p> <p>a. When will construction start and how long will the construction phase endure?</p> <p>b. During what times will construction take place? How will construction-related traffic and noise be mitigated to minimise disturbance to neighbouring properties?</p> <p>c. Will the road leading to <i>Blue Grass Restaurant</i> remain open during the construction phase?</p>	<p>a. Construction is expected to commence no later than January 2025 and should take about 24 months to complete.</p> <p>b. Construction will occur during work hours as established by the Swakopmund Municipality and/or relevant laws of Namibia.</p> <p>c. Construction activity is not expected to result in a temporary road closure.</p>
<p>10. Scheme boundary incorporation:</p> <p>a. A portion of Erf 68 falls west of the current scheme boundary which has not been incorporated yet. How can building plans be approved if this issue remains unresolved to date?</p>	<p>a. Sorry, we are not in a position to address this question as it should be taken up with the relevant Government Departments and/or the Swakopmund Municipality.</p>

Comments and issues raised by neighbour representatives on 11 July 2024	Response from the Waterfront Square Company
<p>11. Traffic, parking and access-related impacts:</p> <p>a. Was a traffic impact assessment done for the proposed development?</p> <p>b. The loading bays of Platz am Meer are situated across the road. The trucks often use the space on Erf 68 to make a U-turn. How will trucks manoeuvre if Erf 68 is developed and not accessible?</p> <p>c. No loading bays are indicated on the site development plan. Where and how will goods be delivered for Erf 68?</p> <p>d. Is sufficient parking provided for the proposed development?</p>	<p>a. No traffic impact assessment was required as no rezoning took place. Erf 68 was purchased with the associated developmental rights. The proposed height relaxation will not add additional units which warrants the need for a TIA.</p> <p>b. Sorry, but Erf 68 is not a public open space or street that can be used for U-turns. If Platz am Meer has a problem with insufficient space for their loading bays, then we will question why Erf 68 was sold to us in the first place.</p> <p>c. No large trucks are required for deliveries to Erf 68. All deliveries will be made by small vans that fit in the current on-site parking bays.</p> <p>d. Parking is a major zoning scheme requirement for building plan approval. The building plans would not have been approved by the Swakopmund Municipality if we did not provide sufficient on-site parking.</p>
<p>12. Previous objections:</p> <p>a. Objections were previously submitted by Namplan to the Swakopmund Municipality on 2 May 2023.</p> <p>b. No response to these objections and concerns has been received to date.</p>	<p>a. The previous objections submitted to the Swakopmund Municipality on 2 May 2023 are noted with appreciation.</p> <p>b. We are not in a position to respond to these objections, therefore, it is recommended to follow up with the Swakopmund Municipality for a response.</p> <p>c. We hope, however, that this response has provided at least clarity to some of the questions and concerns raised.</p>
	<p>Note from the Developer:</p> <p>We thank you for sharing your perspective and concerns with us and we hope you will find our response acceptable, if not helpful. As property owners, we acknowledge that you have exercised your rights, and we are in the process of fulfilling ours.</p> <p>We respectfully request your support for our proposed development, and in particular our request for a height relaxation for Block A. In return, we are prepared to not develop Block B as a compromise.</p> <p>We are committed to addressing as many of the raised issues as possible with the aim to be good neighbours for years to come.</p>

Offer of Compromise

The developer acknowledges that any design or development on Erf 68 would cause a concern for surrounding neighbours but the property has inherent developmental rights as set out in Swakopmund Amendment Scheme No.12.

However, after considering all neighbour concerns and queries, the developer would like to offer this compromise for consideration by all neighbours. This offer will only be implemented if all neighbours agree and support the proposed compromise/height relaxation request.

The developer's offer of compromise noted under 1 to 8 below should be read in conjunction with the attached section plan diagram as prepared by the architect (Annexure A). The diagram clearly shows the currently approved building in blue and the compromised offer in green that requires a height relaxation.

The following compromise is offered for consideration:

1. Remove the back building (Block B).
2. Convert the covered parking area to on-grade parking.
3. Widen the sea-facing building (Block A) slightly to compensate for the lost square meters of the back building.
4. Increase the ground floor height by 550mm.
5. Increase the first to fourth floors' height by 100mm.
6. Raise the total building height by 500mm.
7. Add a timber roof to the top floor with a pitch up to 16m in height.
8. Modify the lift installation to have headroom of just under 16m.

To summarise, the developer is willing to commit to not developing the back building (Block B) provided that neighbours provide their written support for the height relaxation for the sea-facing block (Block A). If acceptable to neighbours, it will be recommended that a special condition be attached to the height relaxation which prevents the development of Block B.

It goes without saying if the height relaxation for Block A is turned down by the Swakopmund Municipality due to neighbour objections, then the developer will have no choice but to develop Blocks A and B as per approved building plans and within the maximum permitted height restrictions of the "General Business" zone.

We ask neighbours to give careful consideration to the developer's proposed compromise and to indicate whether it is supported or not. Neighbours feedback should be submitted to Johann Otto at Stewart Planning before 23 August 2024:

Johann Otto
Stewart Planning
otto@sp.com.na

With regard to the the building/garden encroachments, the developer is committed to finding a solution such as entering into a separate encroachment agreement with affected properties. This will be a separate process from the proposed height relaxation application.

Way forward

Once neighbour's feedback has been received on the proposed compromise by 23 August 2024, then the height relaxation will be formally advertised, allowing neighbours to submit their written suggestions, comments, objections and representations to the height relaxation application.

In the meantime, we look forward to receiving neighbour's feedback on the developer's offer of compromise before 23 August 2024.


Johann Otto
Town & Regional Planner

 **STEWART PLANNING**
TOWN & REGIONAL PLANNERS
Tel: +264 64 280 773 | Email: otto@sp.com.na


Melissa Kroon
Town & Regional Planner

 **STEWART PLANNING**
TOWN & REGIONAL PLANNERS
Tel: +264 64 280 770 | Email: melissa@sp.com.na


Bruce Stewart
Town & Regional Planner

 **STEWART PLANNING**
TOWN & REGIONAL PLANNERS
Tel: +264 64 280 770 | Email: bruce@sp.com.na



MUNICIPALITY OF SWAKOPMUND
DEPARTMENT OF ENGINEERING & PLANNING SERVICES



APPLICATION FORM FOR THE RELAXATION OF DEVELOPMENT STANDARDS

APPLICANTS ERF NO: 5705	CONSENTERS ERF NO: 5721
Suburb: Kromersdorf	Street Address:
Particulars of Owner:	
Name of Owner: K. Gier	
Name of Authorized Person: C. Coethuizen	
Postal Address (Owner): 1543 Swak	
Tel. No (Owner): 081431 9292	
E-mail Address (Owner):	

Application for relaxation of: (Please tick appropriate)
(The written consent of the adjacent neighbors and a signed site plan must be attached)

A. Building Lines:

- For the relaxation of Rear Building Line
For the relaxation of Lateral Building Line
For the relaxation of Street Building Line
For the relaxation of Street Building Line (Garage)

- ☒ From: 3 meter to: 0 meter
☐ From: _____ meter to: _____ meter
☐ From: _____ meter to: _____ meter
☐ From: _____ meter to: _____ meter

B. Boundary Wall Height:

- For the relaxation of Rear Boundary wall
For the relaxation of Lateral Boundary wall
For the relaxation of Street Boundary wall

- ☐ From: _____ meter to: _____ meter
☐ From: _____ meter to: _____ meter
☐ From: _____ meter to: _____ meter

C. Relaxation of setback - 1st or 2nd Floor

- For the relaxation of Rear Building Line
For the relaxation of Lateral Building Line
For the relaxation of Street Building Line

- ☒ From: 5 meter to: 0 meter
☐ From: _____ meter to: _____ meter
☐ From: _____ meter to: _____ meter

D. Relaxation of Building Height: (Indicate)

A site/building plans, signed by the relevant/affected neighbors must be attached; indicating the Plan number; _____ dated _____

(Plan must show, at least, existing site building lines and existing buildings, the location, height, use, design and extent of encroachment of proposed buildings.)

E. Relaxation of Garages (Maximum 100m²)
For the relaxation of Garages

- ☐ From: _____ m² to: _____ m²

F. As Built Plans

- ☐ Yes ☒ No

Reasons for the relaxation

Max Use

SIGNATURE OF APPLICANT or
DULY AUTHORIZED PERSON
WITH POWER OF ATTORNEY

DATE

CONSENT FROM ADJOINING OWNER / NEIGHBOUR (NO TENANTS) FOR THE RELAXATION OF DEVELOPMENT STANDARDS

I, _____ the owner of erf no.: _____ Extension/Suburb _____
 P O Box No. _____ have scrutinized and signed the building plan
 no.: _____ prepared by Messrs _____
 and ☒ object ☐ do not object (mark with an "X" which is applicable) against the proposed encroach
 relaxation of development standards on erf no. _____ being the following:

(PLEASE TICK APPROPRIATE)

☒ Building Lines

Signature of Owner

☒ Double Storey within relaxed Building Lines

Signature of Owner

☐ Relaxation of Boundary Wall Height

Signature of Owner

☐ Relaxation of Building Height

Signature of Owner

☐ Relaxation of Garages

Signature of Owner

REMARKS/REASONS:

SIGNATURE

FULL NAME

DATE

Contact Details: Tel. No / Cell Phone: _____

NB: Please attach certified copy of Identity document of the owner of erf.

OFFICE USE ONLY		
TOWN PLANNING SCHEME REGULATIONS - REPORT		
Zoning of Erf:		
Notice Number:		
Comments:		
Recommended:	YES / NO	TOWN PLANNING
		NAME SIGNATURE DATE
Recommended:	YES / NO	PROJECTS
		NAME SIGNATURE DATE
Approved:	YES / NO	GENERAL MANAGER: ENGINEERING & PLANNING SERVICES
		NAME SIGNATURE DATE

NAMPOST

VAT Reg No: 0024451015

Branch: Suakopound

Date: 31/10/24

Time: 15:09:40

Counter: 3 FILISITASSI

SUS

Qty Product	Price VAT
1 Letter	\$19.20
Registered Mail	\$43.80
(Registered Item No:RR015204036NA)	
(P1 185 Form No)	
(Recipient Name:ERF 5721)	
(Address Line 1:ELKE REHODORF)	
(Address Line 2:PO BOX 1591)	
(Address Line 3:SWAKOPHUND)	
(Address Line 4)	
PrePaid	-\$63.00

Net	-\$5.71
-----	---------

Tax Code	Amount	Total Tax
VAT H (0%)		
VAT B (15%)	\$38.09	\$5.71
Total		\$0.00

Name: ELKE REHODORF

Address: ERF 5721

PO BOX 1591

SWAKOPHUND

Receipt No: 264-13102-3-2655398-2

THANK YOU FOR USING YOUR POST OFFICE

DANKIE DAI U DIE POSKANTOOR GEBRUIK

TANGI ESHI HOLONGIFA OPGOSA FOYE



RR 015 204 036 NA

Chrismari de Wit

c | +264 81 431 9292
e | chrismaridewil@gmail.com

Zanbazi Street 5786
Kraniersdorf, Swakopmund
P O Box 106, Rosh-Pinah
Republic of Namibia

E. Rehodorf
ERF 5721 Kramersdorf
P.O.BOX 1591
Swakopmund
Namibia

30 Oct 2024

To whom it may concern

We are requested by the Municipality of Swakopmund to ask for your signature of approval for the relaxation of the building line on ERF 5705 Kramersdorf as your ERF 5721 is adjacent to the ERF in question.

Would you please be so kind and sign the letter and plan's which is attached and return it to us to the above email address scan it to email address above within two (2) weeks.

Your urgent attention and signature in this matter is needed and appreciated.

Kind Regards,

Chrisman De Wit

ANNEXURE B- PLANS

Swakopmund, 24. January 2025

PO BOX 1591 Swakopmund
081 261 6565

From:

Mrs E.Rehdorf

Kwando Str 7

Erf 5721

Swakopmund – Kramersdorf

Re: Erf 5705 Building Extension

To whom it may concern

I, Elke Rehdorf, living in Kwando Str 7, Erf 5721 which borders to Erf 5705 will not sign new building plans for Erf 5705.

My objection for not signing this, is as follows:

1. Missing out on light the whole northside of my house. This will affect that the house is getting too dark and cold.
2. Garden/ Terrace view against high walls.
3. No privacy – in case windows will be on south and east side.
4. The building against my wall is too high.
5. No building plans received – no details known on windows, roof, etc.
6. It will affect the sales value of my house

Kind regards,

Elke Rehdorf

E.Rehdorf

ANNEXURE C- RESPONSE

will have windows on the east side, but this will be covered by the fire wall that would need to be constructed as per regulations.

4. "The building against my wall is to high."

Response: We are in the normal town planning regulation for a double story unit.

5. "No building plans received – no detail known on windows, roof etc."

Response: This is just not true, we have submitted drawings with floor plans and a site plan, and provided 3d drawings for her to see how it will look like from her side.

6. "It will affect the sales value of my house"

Response: We feel this will add value as this will make her house more private from the back side (entertainment/living areas of her house)

In the absence of substantiated objections, we respectfully request that the Municipality of Swakopmund proceed with the evaluation of our application based on its compliance with municipal by-laws, zoning regulations, and planning frameworks.

The requested relaxation pertains to:

1. Rear building line relaxation to 0 meters.
2. Setback relaxation for the first floor to 0 meters.

The purpose of this development is to construct a granny flat at the rear of the existing dwelling to accommodate our sons. Given the increasing demand and constraints in the rental market, particularly in Kramersdorf, this addition will provide long-term housing security for our family.

Furthermore, the proposed structure has been designed to ensure that the privacy of our neighbour remains uncompromised, as there are no windows facing directly onto her property. The approval of this relaxation would allow us to proceed with the planned construction without infringing upon any neighbouring rights or contravening relevant urban planning principles.

Should further documentation or additional procedural steps be required, please advise us accordingly.

We look forward to your prompt response and appreciate your cooperation in facilitating a fair and lawful resolution to this matter.

Yours sincerely,
K Geier



ANNEXURE B- PLANS

From:
Mr & Mrs Geier
P.O. Box 23048
+264 812469052
kgeier@iway.na
Date: 29/01/2025

To:
The Chief Executive Officer
Municipality of Swakopmund
P.O. BOX 53
Swakopmund

Subject: Application for Relaxation – Erf No. 5705 / Consenters Erf No. 5721

Attention: Rachel Eiki

Dear Madam,

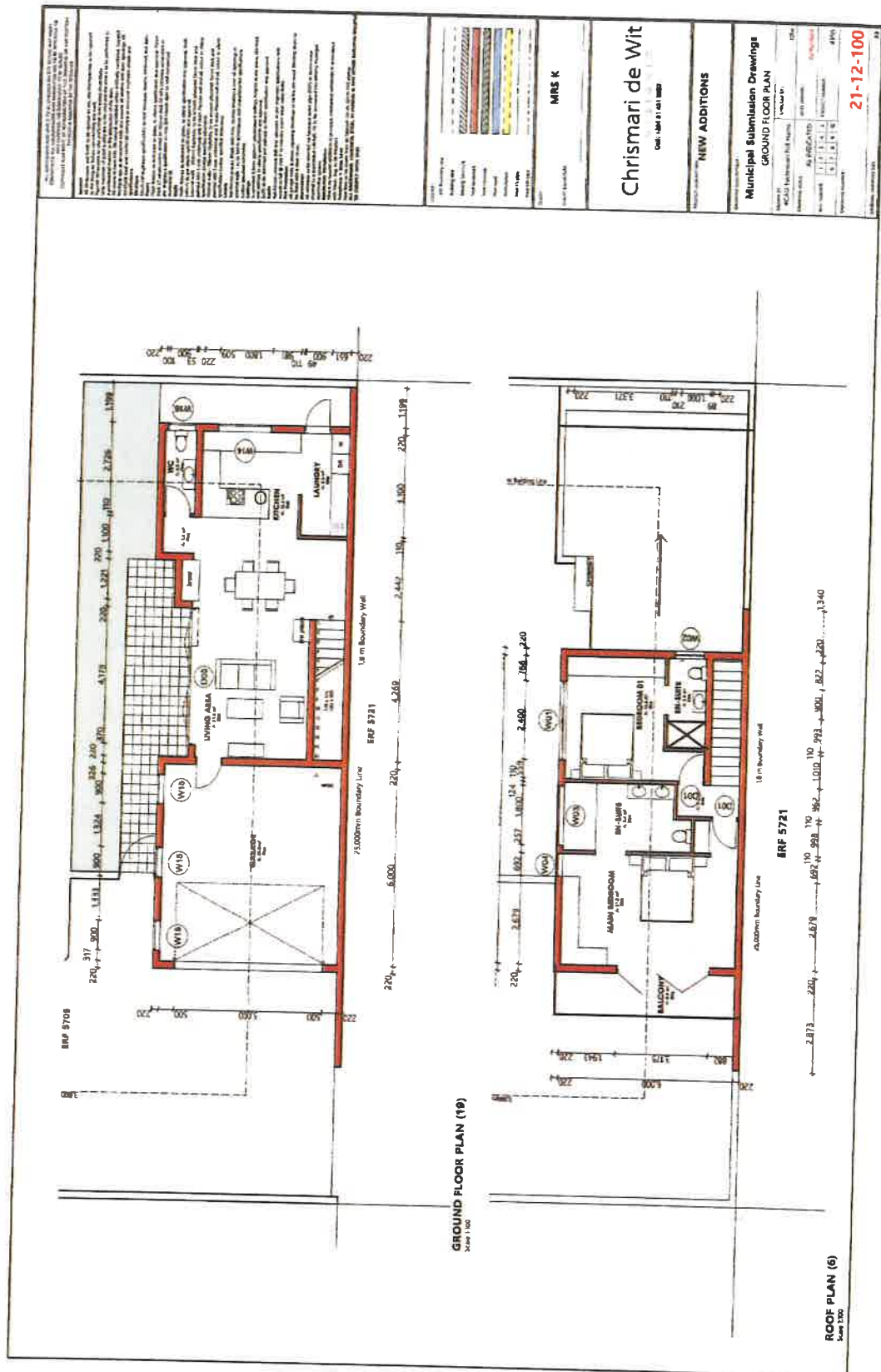
I refer to our telephonic conversation on the 27th of January 2025 regarding our application for relaxation concerning Erf No. 5705, which requires consent from the owner of Erf No. 5721.

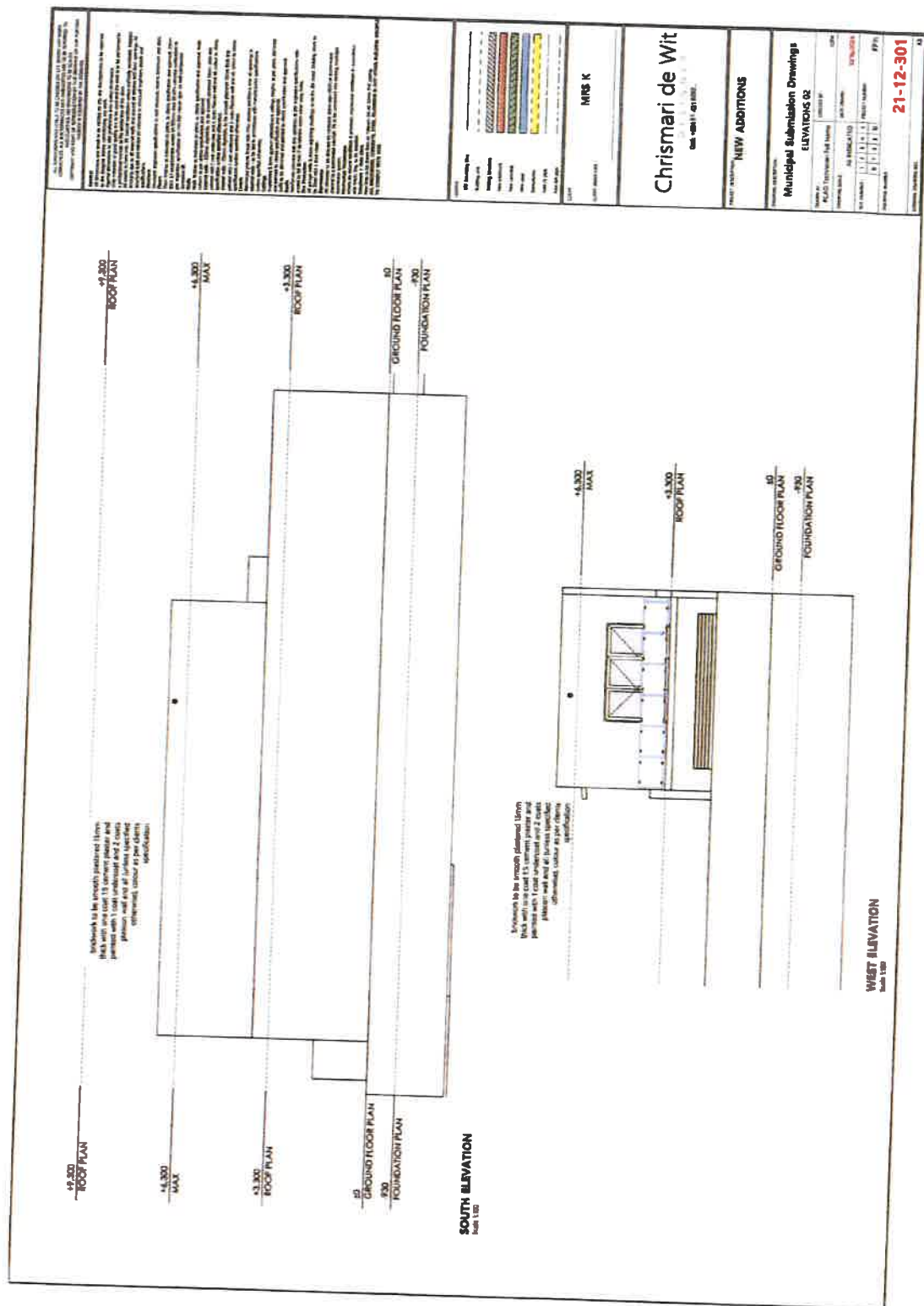
On the 30th of October 2024, we duly submitted the necessary application documents to Mrs. Rehder via registered mail (Tracking No. RR015204036NA), in accordance with the procedures stipulated under the Local Authorities Act, 1992 (Act No. 23 of 1992) and the applicable municipal regulations. The letter granted her a reasonable period of two (2) weeks to submit any objections or concerns in writing.

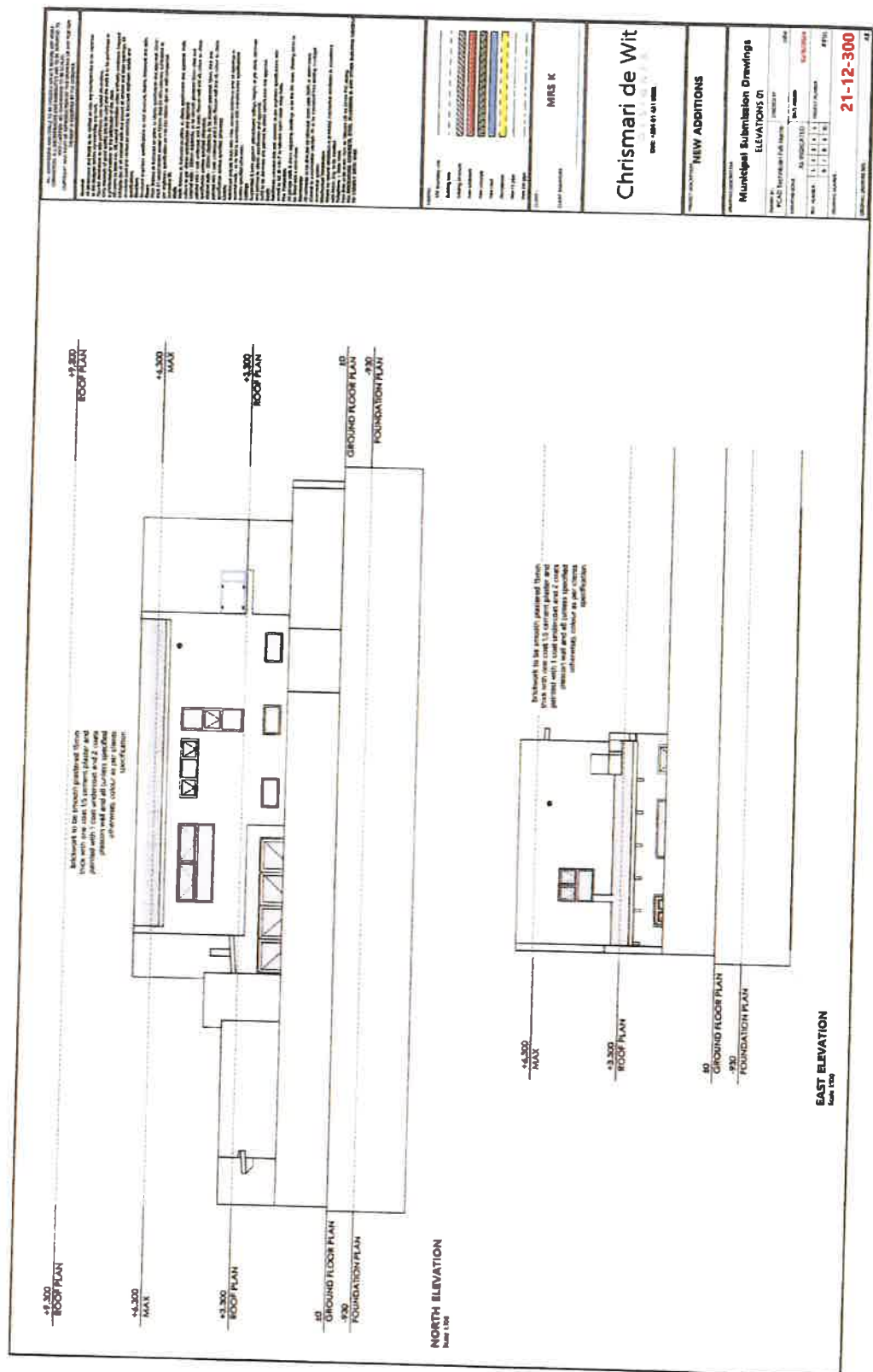
Despite multiple attempts over the past three (3) months to obtain a formal written response outlining her reasons for objection, only such correspondence has been received on the 28th of January 2025 and stating

1. "Missing out on light the whole northside of my house. This will affect that the house is getting too dark and cold"
Response: We feel that we have designed the initial house to be placed more to the street side to leave a gap for a future flat to be designed as we have had this in mind from the beginning, as seeing the placement of her house, there is ample space for the sunlight to still reach her house.
2. "Garden/terrace view against high walls"
Response: This will create more privacy and she has 3 big palm trees against that wall.
3. "no Privacy – in case windows will be on south and east side"
Response: No windows will be directed to her erf, due to the wall to be a fire wall and regulations stated no windows to be placed closer to 1,5m from boundary, we









11.1.8

REQUEST FOR ADDITIONAL FUNDS FOR CONSULTANCY SERVICES FOR SITE IDENTIFICATION, ENVIRONMENTAL IMPACT ASSESSMENT (EIA), FEASIBILITY STUDY, AND DESIGN PROPOSAL FOR A NEW LANDFILL SITE
(C/M 2025/04/29 - 17/1//1/1)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **8.12** page **153** refers.

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

1. Purpose:

The purpose of this submission is to seek Council approval for additional funds amounting to N\$731,500 for consultancy services related to site identification, an Environmental Impact Assessment (EIA), a feasibility study, and a design proposal for a new landfill site in Swakopmund.

2. Background

During the 2024/2025 financial year, the Council approved an operational budget for the waste recycling facility. An amount of N\$ 2,000,000 was allocated to Vote 700015515500 (Waste Recycling). However, N\$ 620,000 was transferred from this vote to other votes, leaving a remaining balance of N\$ 1,380,000.

The Health Services & Solid Waste Management (HS & SWM) Department, with the assistance of the Engineering and Planning Services Department, is in the process of appointing a consultant to conduct an in-depth environmental study. However, the remaining funds are insufficient to cover the required consultancy services.

The existing controlled dumpsite is expected to reach full capacity within the next two years. Therefore, it is crucial to establish a properly engineered landfill that aligns with Namibian environmental legislation and best practices.

Considering this, the General Manager: Health Services & Solid Waste Management seeks approval from the Management Council for additional funds to enable the department to complete consultancy services for site identification, an Environmental Impact Assessment (EIA), a feasibility study, and a design proposal for a new landfill site in Swakopmund.

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

RECOMMENDED:

- (a) That Council takes note of the request for additional funds.**
- (b) That the Finance Department allocates an additional N\$731,500.00 for consultancy services related to site identification, the Environmental Impact Assessment (EIA), the feasibility study, and the design proposal for the new landfill site.**

GO040-Financial Information - Summary and Detail



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

Year: 2425 Account: 700015515500 Opening Balance: 0.00
 WASTE RECYCLING

Adj:

M	Month	Budget	Movement	Difference
<input type="checkbox"/>	Jul	166667.00	0.00	166667.00
<input type="checkbox"/>	Aug	157576.10	0.00	157576.10
<input type="checkbox"/>	Sep	157576.10	0.00	157576.10
<input type="checkbox"/>	Oct	140909.44	0.00	140909.44
<input type="checkbox"/>	Nov	113409.44	0.00	113409.44
<input type="checkbox"/>	Dec	113409.44	0.00	113409.44
<input type="checkbox"/>	Jan	88409.45	0.00	88409.45
<input type="checkbox"/>	Feb	88409.45	0.00	88409.45
<input type="checkbox"/>	Mar	88409.45	0.00	88409.45
<input type="checkbox"/>	Apr	88409.45	0.00	88409.45
<input type="checkbox"/>	May	88409.45	0.00	88409.45
<input type="checkbox"/>	Jun	88405.23	0.00	88405.23
TOTAL:		1380000.00	0.00	1380000.00

Budget	
Approved:	2000000
Additional:	-620000
TOTAL:	1380000

Commitments	
Issue Requisitions:	0.00
Purchase Requisitions:	0.00
Purchase Orders:	0.00
Standing Payments:	0.00
Other:	0.00
Jobs:	0.00
TOTAL:	0.00

Movement	
Actual:	0.00
Not Updated:	0.00
TOTAL:	0.00
BALANCE:	1380000.00

11.1.9

INVITATION TO PARTICIPATE IN THE IAEA EVENT NUCLEAR COMMUNITIES AND MAYORS IN FOCUS, 26-30 MAY 2025

(C/M 2025/04/29 - 12/5/1)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **8.13** page **155** refers.

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

1. INTRODUCTION

The submission seeks Council's approval for the Mayor to attend the International Atomic Energy Agency (IAEA) Nuclear Communities and Mayors in Focus event scheduled to take place as from 26 – 30 May 2025.

2. BACKGROUND

The IAEA Nuclear Communities and Mayors in Focus event is a high-level international platform that brings together municipal leaders from across the globe to engage in discussions on nuclear energy, safety regulations, environmental management, and the socio-economic impact of nuclear-related activities on local communities.

3. DISCUSSION

As Swakopmund is situated within the Erongo region, a key uranium-mining area, the Mayor's participation in this event presents a significant opportunity to:

The event will bring together global experts to explore best practices in nuclear governance and sustainable development. It offers a valuable platform to enhance Swakopmund's voice in discussions on the environmental and economic impacts of uranium mining. Additionally, fostering international collaborations could drive investment, strengthen safety regulations, and improve community engagement strategies for the town.

4. FINANCIAL IMPACT

The flight to Vienna, Austria will require a stayover in Windhoek on 24 May 2025 and departure on 25 May 2025.

The travel dates are listed as follows:

24 May 2025: *Departure to Windhoek from Swakopmund and overnight in Windhoek*

25 May 2025: *Departure to Vienna, Austria from Hosea Kutako International Airport*

26 May 2025: *Arrival in Vienna, Austria*

27-30 May 2025: *Conference days*

31 May 2025: *Departure from Vienna, Austria*

01 June 2025: *Arrival in Windhoek and*

02 June 2025: *Departure to Swakopmund*

This results in a total of two (2) nights in Windhoek, one before departure to Vienna, Austria and one after the return from Vienna, Austria. The flight to Vienna, Austria will require an overnight stay in Windhoek from 24 May 2025, followed by departure to Austria on 25 May 2025. Consequently, the total number of nights for the overnight allowance beyond the SADC region

amounts to eight (8) nights, from 25 May 2025 to 02 June 2025, this including the nights on flight. The return to Namibia is scheduled for 01 June 2025; however, to accommodate any potential flight delays, provisions have been made for an overnight stay in Windhoek on 01 June 2025, with the final return to Swakopmund on 02 June 2025.

Moreover, the (attached) quotations have been sourced for a return ticket as well as accommodation.

Due to possible fluctuations in flight and accommodation, it is recommended that Council takes note that prices may be lower or increase as time goes.

The trip is fully funded by the International Atomic Energy Agency as per the attached letter.

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

RECOMMENDED:

- (a) **That the Mayor be permitted to attend the United Nations Ocean Conference in Vienna, Austria as from 26-30 May 2025**
 - (b) **That Council takes note that the trip will be fully funded by the International Atomic Energy Agency as per the attached letter.**
 - (c) **That Council seeks Ministerial approval for the travel authorisation of the Mayor.**
-

INTERNATIONAL ATOMIC ENERGY AGENCY

THE DIRECTOR GENERAL

14 March 2025

Dear Mr Gumsch,

It is my pleasure to invite you to the event "Nuclear Communities and Mayors in Focus" which will take place during the first-ever *IAEA International Conference on Stakeholder Engagement for Nuclear Power Programmes*, to be held from 26 to 30 May 2025 in Vienna, Austria.

In the evolving energy landscape, nuclear power is increasingly recognized as a key solution for global decarbonization and sustainable development. The deployment of advanced nuclear reactor designs, including small modular reactors, offers exciting opportunities, while bringing to the forefront considerations related to economics, infrastructure development, safety and public acceptance. Hence, effective stakeholder engagement is crucial to the success of nuclear power programmes and local communities play a pivotal role in this effort.

As hosts of nuclear facilities, local communities bear a shared responsibility to nurture, valorise and protect these sites and the surrounding environment for the benefit of future generations. It is therefore essential that local communities have a meaningful place at the table, nationally and internationally, alongside with other stakeholders such as government representatives, regulators, and users and industry. Such inclusion ensures that nuclear power projects, including its fuel cycle and radioactive waste management, are aligned with public interests and long-term sustainability goals, fostering trust and a shared sense of purpose.

The "Nuclear Communities and Mayors in Focus" event on Tuesday, 27 May 2025 will serve as a unique platform for open dialogue and the exchange of ideas among municipal leaders from around the world. Together, we will explore experiences, challenges and lessons learned in engaging local communities for the implementation of nuclear power projects. The event also aims to deepen global understanding of the diverse perspectives, concerns and interests of local stakeholders involved in nuclear power programmes.

Yours sincerely,



Rafael Mariano Grossi

Mr Blasius Gumsch
Mayor
Municipal Office
P.O. Box 53
SWAKOPMUND
NAMIBIA

cc: Permanent Mission



LOGISTICS

Event “Nuclear Communities and Mayors in Focus”

held during the

IAEA International Conference on Stakeholder Engagement for Nuclear Power Programme:

27 May 2025

14:00 – 18:00 (tentative)

Vienna, Austria

Event's format:	During the event, mayors and communities' representatives will have the opportunity to deliver statements in the Conference's plenary related to their experience in engaging stakeholders and local communities as well as on the benefits and challenges in hosting nuclear facilities.
Interpretation:	During the event, interpretation services will be provided in six official UN languages (Arabic, Chinese, English, French, Russian and Spanish). Additionally, simultaneous interpretation from UN non-official languages can be arranged upon request and availability of interpreters provided, free of charge for the IAEA, by relevant municipalities or governments. Requests for such additional interpretation must be submitted by 28 February 2025 to Ms Anne Muetzelburg at A.Muetzelburg@iaea.org .
Location:	International Atomic Energy Agency Vienna International Centre (VIC) Wagramer Strasse 5 1400 Vienna, Austria M Building, Board Room B (BR B)
Access to the VIC:	By public transport The VIC can be reached with the U-Bahn by taking line U1 (marked in red on maps of the transport network) towards Wien Leopoldau and alighting at Kaisermühlen-Vienna International Centre station. Single tickets, multiple tickets for two, four or eight journeys or for one, three or eight days, and weekly tickets can be purchased from vending machines in all U-Bahn stations, at tobacco shops with the sign 'Tabak Trafik'



or at the VIC newspaper stand located in the C building. Weekly tickets are valid from Monday to Sunday and can be used for unlimited travel on all modes of public transport (U-Bahn, bus, tram and local trains (S-Bahn)) within the city of Vienna. Further information can be obtained [here](#).

By taxi

Since all meeting participants have to go through the registration formalities, those arriving by taxi should ask to be dropped off at Wagramer Strasse 5, Gate 1 of the VIC. For departures, a taxi may be requested at the United Nations Security and Safety Service (UNSSS), located at Gate 1. An additional fee is charged for taxis ordered by telephone. The customary tip for taxi drivers in Austria is 10% of the fare.

Please note that there may be an extra charge for luggage, which is not shown on the meter.

From Vienna Airport

By bus

The Vienna Airport Lines bus service operates at hourly intervals, from 05:10 to 20:10, every day. Buses depart from the VIC bus station, which is located on Wagramer Strasse, in front of Gate 1. The trip usually takes about 30 minutes and costs €11.

By train

An S-Bahn service departs from the airport and stops at Wien Praterstern approximately every 30 minutes. The trip usually takes about 25 minutes. After arriving at Wien Praterstern station, it is necessary to change to U-Bahn line U1 towards Leopoldau (further information is listed under 'Public transport' above) to reach the VIC. Alternatively, the City Airport Train (CAT) links the airport with the City Air Terminal at Landstraße Wien-Mitte U-Bahn station. The trip takes about 16 minutes; the fare is approximately €9 for a single ticket and €16 for a return ticket. For further information, please visit [City Airport Train \(CAT\)](#).

Registration

Upon official confirmation of their participation, mayors and communities' representatives will be registered by the IAEA.



However, accompanying persons must register themselves by completing the registration process [here](#) to help us in facilitating seamless organization.

Please note all participants will be given access to the premises from 26 to 30 May 2025, to be able to access the International Conference on Stakeholder Engagement for Nuclear Power Programmes.

Accommodation: Participants must make their own travel and hotel arrangements. Hotels which are offering a reduced rate for the conference are listed on [Hotel List Vienna | IAEA](#). The IAEA is not in a position to assist participants with hotel bookings.

Visa: Participants requiring a visa to enter Austria, are advised to consult the information provided on the IAEA website at www.iaea.org/events.

Associated costs: There is no participation fee for the event.
Due to limited resources, the IAEA is unable to provide financial assistance to all participants. However, such support on a case-by-case basis can be considered. Requests for financial assistance must be submitted by 28 February 2025 to Ms Anne Muetzelburg at A.Muetzelburg@iaea.org.

Contact: For programme related questions, please contact:
Mr Andrea Borio di Tigliole at A.Borio@iaea.org
For administrative questions related to registration, visas etc. please contact:
Ms Anne Muetzelburg at A.Muetzelburg@iaea.org

Following information on IAEA International Conference on Stakeholder Engagement for Nuclear Power Programmes is available on the IAEA website:



IAEA events

Option 1		Total Price : NAD 32550	
LH 4299 Lufthansa Operated by Ew Discover, 4Y, 143	05JUN, 20:40	Windhoek, (Hosea Kutako Intl)	
	06JUN, 06:45	Munich, (Munich International)	Terminal : 2
	10h 05m (Non stop)	CO2 E : 436.528 kg/person	Class : Econc Baggage : 1PC
LH 2272 Lufthansa	06JUN, 11:00	Munich, (Munich International)	Terminal : 2
	06JUN, 12:30	Nice, (Cote D Azur)	Terminal : 1
	01h 30m (Non stop)	CO2 E : 89.0931 kg/person	Class : Econc Baggage : 1PC
LH 1065 Lufthansa	09JUN, 19:10	Nice, (Cote D Azur)	Terminal : 1
	09JUN, 20:50	Frankfurt, (Frankfurt Intl)	Terminal : 1
	01h 40m (Non stop)	CO2 E : 93.0749 kg/person	Class : Econc Baggage : 1PC
LH 4356 Lufthansa Operated by Ew Discover, 4Y, 132	09JUN, 21:55	Frankfurt, (Frankfurt Intl)	Terminal : 1
	10JUN, 08:20	Windhoek, (Hosea Kutako Intl)	
	10h 25m (Non stop)	CO2 E : 449.313 kg/person	Class : Econc Baggage : 1PC

11.1.10

SAAMSTAAN JUKSKEI CLUB SWAKOPMUND: NEW LEASE PERIOD

(C/M 2025/04/29 – V 118)

Ordinary Management Committee Meeting of 15 April 2025, Addendum
10.1 page **03** refers.

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

1. Introduction

This submission is tabled to Council to consider a new lease period for the Saamstaan Jukskei Club Swakopmund.

The current lease period was for 5 years, which period commenced on **25 March 2021** and lapsed on **28 February 2025**. Although the Minister of Urban and Rural Development granted approval on **19 September 2023** for the renewal, no signed lease agreement could be traced on Council's records.

The Chairperson of the club, Ms CC Boshoff of the club was contacted by email dated **16 January** and **13 March 2025** to confirm their intention to renew the lease period. She confirmed that they intend to renew the lease period.

On **14 March 2025**, they wrote a letter attached as **Annexure "A"** requesting a longer period than 5 years and confirmed that their membership has decreased to 32 members.

Attachments:

Annexure "A": A letter dated 14 March 2025 from SaamStaan Jukseibond Swakopmund, requesting an extension of the period.

Annexure "B" Approval dated **19 September 2023** granted by the Minister of Urban and Rural Development for the expired lease period.

Annexure "C" E-mail dated **13 March 2025**

Annexure "D" Statement of account dated 23 February 2025

Annexure "E" location map (diagram A 793/2019)

Annexure "F" aerial photo

Saamstaan Jukskei Club Swakopmund's new lease period should commence from **01 March 2025** until **30 April 2030**, which is for the standard period of 5 years. Council's standard three months' notice of cancellation applies to both parties.

2. Background

On **26 September 1991**, under item 6.1.10 Council approved the initial application of the Western Jukskei Wyksbond (the name at the time) to establish 10 jukskei courts at the current site for their use and to maintain the courts at their own expense.

Saamstaan Jukskei Club Swakopmund is a non-profit organization and has 36 registered members in 2021. Saamstaan Jukskei Club Swakopmund applied to lease a portion of the public open space, measuring 1,755 m², known as the jukskei park, that is situated partly on Erf 89 and adjacent to

Scultetus Street in Vineta. The layout of the park area was redesigned, and the lease area is now located on Erf 118, Vineta, of which diagram A 793/2019 states the total size as 1.0926 hectares, which is attached.

They practice 4 days a week if it is not windy, and league matches take place three times every six months. An annual highlight of the club is the national championships that are hosted for a week once a year, at which people from all over Namibia participate.

The previous lease period was for 5 years, which period expired on **28 February 2025**. In terms of Council's decision passed on **25 March 2021** under item 11.1.6 Saamstaan Jukskei Club Swakopmund was levied an annual rental for N\$ 2 295.70 + 15% VAT (N\$ 344.36) = **N\$ 2 640.06**: the rental tariff escalates annually by 7% on **01 July** each year, the first being 01 July 2021.

The lease tariff was determined by Council on **29 April 2015** under item 11.1.7 after comparing the various other lease agreements with clubs and complying with the criteria prescribed in terms of the Property Policy, i.e.

- (iii) *land is leased at a nominal rental amount between N\$500.00 and N\$ 5,000.00 (+15% VAT) per annum in Council's discretion, subject to an annual escalation of 10% on 1 July.*
- (iv) *A deposit equal to the annual lease be paid in advance by the entity.*
- (v) *When considering the annual rental amount, the following will be taken into consideration:*
 - (a) *Number of members: **Saamstaan Jukskei Club Swakopmund has 32 registered members (declined from 2021)***
 - (b) *size of the portion applied for: **1,755 m²***
 - (c) *location of the portion applied for: **Public Open Space, Erf 118, Vineta, located adjacent to Scultetus Street in Vineta. The lease site is located in an upmarket residential area close to the seafront.***

4. **Current Situation**

Saamstaan Jukskei Club Swakopmund is a non-profit organization with a few contributing members. The club is active and well managed. The park area is still accessible to the general public, except when competitions are taking place.

The lease amount is currently N\$ 3,008.28 per annum, of which the next increase will be July 2025 at 7%. Saamstaan Jukskei Club is in arrears in the amount of **N\$26 187.47**. On the email dated **13 March 2025**, they confirmed the arrears and that they will make arrangements with the Finance Department to settle their account.

5. **Proposal**

It is proposed that Council consider a new lease period for Saamstaan Jukskei Club Swakopmund for leasing a portion of the Public Open Space, measuring 1,755 m², located on Erf 118, Vineta, on condition that their account is paid to date.

It is proposed that the conditions are the same conditions that were approved by the Council on **25 March 2021** under item 11.1.6 as recorded in the recommendation below.

That it be noted that the club requests a longer lease term, i.e, 9 years 11 months. A longer lease term would enable them to plan future activities and ensure the sustainability of their programs.

The terms and conditions contained in Council's standard lease agreement will apply as well as any amendments and further conditions that Council may require.

Since the Saamstaan Jukskei Club Swakopmund did not request a review of the lease tariff and the fact that the area falls in an upmarket suburb, it is proposed that the annual rental tariff remains as per the approved Council resolution of **25 March 2021** with an annual 7% escalation. Meaning that the annual rental tariff is N\$ 3,008.28 + 15% VAT, i.e = **N\$3,459.52**.

The club maintains the jukskei area and 10 courts, but the lawn area is maintained by Council as the area is accessible by the public for their enjoyment.

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

RECOMMENDED:

- (a) That Council takes note of the application by Saamstaan Jukskei Club Swakopmund for the renewal of the lease agreement for the lease of a portion of Erf 118, Vineta, measuring 1,755m².
- (b) That Council approves a new lease period on condition that arrangements are made with the Finance Department to settle the arrears of annual rental in the amount of N\$ 26,187.47.
- (c) That the rental tariff be N\$3,008.28 + 15% VAT, being N\$ 451.24 = N\$ 3,459.52 with a 7% annual escalation, the first being 01 July 2025.
- (d) That the lease agreement will be subject to the existing and amended conditions as stipulated below and any further conditions that Council may require:

1. Lease Period

The lease shall commence on 01 March 2025, irrespective of renewal approval by Council and the signing date of the lease agreement, and shall run for a period of 9 years and 11 months.

2. *-----0

12 125= 2.1 N\$3 008.28+ 15% VAT, being N\$ 451.24 = N\$3 459.52 with a 7% escalation on 01 July 2025 and every consecutive year. Council's standard three months' notice of cancellation applies to both parties.

2.3 The rental amount as quoted must be payable per annum in advance on or before the 7th day of each month to the Municipality free of bank commission.

2.4 A refundable deposit equal to a year's rental is payable in advance.

3. Use of the Property and Responsibilities

3.1 The LESSEE shall comply with all conditions laid down by the GM: Health and Services Department in terms of the Health Regulations of the LESSOR and all other applicable municipal regulations.

3.2 The PROPERTY shall not be used for any other purpose than for the purpose of playing and promoting jukskei and related activities on the PROPERTY.

3.3 The LESSEE is responsible at all times to keep the area in a neat and tidy condition.

3.4 Council shall remain responsible for the maintenance of the lawn area.

3.5 The LESSEE must ensure that no structures, whether permanent or temporary, other than those indicated on the aerial photo (Annexure "F"), shall be erected on the allocated area.

3.6 The LESSEE shall remove all approved structures should the courts no longer be in use and restore the area to its original condition.

4. Right of Access

The Municipality shall at all times have the right of access to the HIRED PROPERTY being leased to carry out inspections in order to ensure that all applicable regulations and requirements are being complied with by the LESSEE.

5. Prohibition against Subletting

The LESSEE shall not cede or assign this agreement or any portion of the portion of the HIRED PROPERTY OR THE PORTION THEREOF.

6. Indemnity

The LESSEE shall keep the LESSOR indemnified during the lease period of this lease agreement against any possible claims which may arise from the use of the PROPERTY by the LESSEE and if required to do so by the Municipality, shall furnish the Municipality with an acceptable all-risk indemnity policy.

7. Breach of Conditions

If the LESSEE breaches any conditions of the agreement, the lease may be cancelled at the entire discretion of the Municipality by giving thirty (30) days' notice in writing to the LESSEE, and the LESSEE shall restore the HIRED PROPERTY to a proper condition at his own cost and to the satisfaction of the Municipality within the sixty (60) days from date of such notification. Whether the lease is terminated by way of expiration or by breach of contract, the LESSEE shall, for its own account, restore the PROPERTY to its original condition and the satisfaction of the Municipality.

8. Termination

8.1 This lease agreement is terminable at any time by either party giving or receiving three (3) months' notice in writing.

8.2 In the event of termination of this agreement, the LESSEE shall have no claim for compensation in respect of any improvements effected on the property, provided that the LESSEE may remove any such improvements from the property within 60 days from date of termination, failing which all such improvements shall become the property of the LESSOR, provided further that the LESSEE shall be responsible for all costs incurred by the LESSOR or loss sustained by it as a result of any negligence on the part of the LESSEE so to remove any improvement or to restore the property to its proper condition.

(e) That the intended lease be published in terms of the Local Authorities Act, Act 23 of 1992, as amended.

(f) That it also be noted that no complaints from the public have been received to date.

**SAAMSTAAN
JUJSKEIBOND
JUJSKEIPARK
SWAKOPMUND**

Phone:
0812027841;0811290022
E-mail:
gielianaaboshoff@gmail.com

**ATT: STEPHNY BRUWER
RE: LEASE AGREEMENT
sponsorship**

**MUNICIPALITY SWAKOPMUND
SWAKOPMUND**

**Municipality of SWAKOPMUND
ATT: STEPHNY BRUWER**

Dear

Subject: Request for Rental Agreement Extension for Jukskeipark

I hope this letter finds you well. I am writing on behalf of SAAMSTAAN JUJSKEIKLUB, currently home to 32 registered members, to formally request the rental of Jukskeipark once again under a municipal contract basis.

Our club has been a vital part of the Jukskei sport community in the Erongo region, serving as a focal point for our sport and promoting participation and development within the area. We would like to continue our activities at Jukskeipark, which provides an ideal venue for our events and practices.

Furthermore, we kindly request that the rental contract be extended beyond the standard five-year term. A longer-term agreement would greatly assist us in planning our future activities and ensuring the sustainability of our programs.

Thank you for considering our request. We look forward to your favorable response and are eager to continue contributing to the local sporting community.

Warm regards,

**[GIELIANA BOSHOF]
[CHAIRPERSON]
[SAAMSTAAN JUJSKEIKLUB]
[0812027841]
gielianaaboshoff@gmail.com]**





Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: T. S Sikumbu
Tel: (+264+61) 297-5200
Fax: (+264+61) 297-5305

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref: 14/17/3/S2
Your Ref. V118

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

Dear Mr. Benjamin,

SAAMSTAAN JUKSKEI CLUB SWAKOPMUND: APPLICATION FOR THE RENEWAL OF LEASE AGREEMENT FOR THE PERIOD OF FIVE YEARS

Your letter dated 14 August 2023 has reference.

The Honourable Minister has, in terms of Section 30 (1) (c) read together with Section 63 (2) (b) of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended granted approval to Swakopmund Municipal Council to lease the immovable property to the applicant as indicated in the table below subject to conditions the Council Resolutions taken at the Ordinary meeting of the 25 March 2021 under item 11.1.6.

Applicant	Property	Size (m ²)	Land Use	Rental Tariff per annum (N\$)	Lease Period
Messrs Saamstaan Jukskei Club Swakopmund	Portion of Erf 118, Vineta	1 755	Jukskei Courts	N\$ 2 640.06 VAT inclusive (with an Annual Escalation of 7 %)	5 years

Yours Sincerely,


NGRINDINA DANIEL
EXECUTIVE DIRECTOR

cc: The Hon. Minister, MURD



All official correspondence must be addressed to the Executive Director

ANNEXURE "C"

File Message Help Tell me what you want to do

Share to Teams Find Zoom

Saamstaan Jukskei Club - Arrears

SB Stephny Bruwer
To: gielianaboshoff@gmail.com
Cc: Fredrik Namukwambi

Public

doc02276220250313155953.pdf
575 KB

Thu 2025/03/13 04:27 PM

Good Afternoon Ms G Boshoff

I am not sure whether Finance contacted you with regard to the attached arrears account.
Please take note that we will not be able to renew the lease period unless arrangements are made with Finance for the settlement of the arrears account.
If you paid annually, please provide proof of such payments as it might be that the funds were not allocated to the account.

Kind regards

Stephny Bruwer | Corporate Officer: Property | Corporate Services & Human Capital | +264 64 410 4212

ANNEXURE "D"



Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (064) 651 9141
ACCOUNT ENQUIRIES FAX (064) 528 144 / E-MAIL: enquiries@swakopmund.com.na

SAAMSTAAN JUJSKEI KLUB
P O BOX 851
SWAKOPMUND
13001

TAX Invoice

VAT No: 0687546-01-5
Statement Date: 2025/02/23
Account Number: 01000032910
Reference: 20250223-797
Deposit:

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
			01/01	BALANCE B/TCO		0.00	22727.85	22727.85
			28/02	PERIODIC OPEN SPACE EXP 00		113.24	2066.26	2179.52
Meter Readings Dates								
Previous	Current							
			Total			475.24	25716.42	28291.67

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	22727.85	0.00	0.00	3459.52	26187.47

MESSAGE

PLEASE NOTE: THE ACCOUNTS ARE PAYABLE ON OR BEFORE 07 MARCH 2025 TO AVOID THE DISCONNECTION OF WATER SUPPLY.

Property Information				Details of Property Assessment			
Stand No	00000000	Ward	1	Valuation		Improvements	
Township	001 001 DUMMY			Land		Building Clause	
Street Address				Valuation		Date	
Portion	00000			Annual Levy			
Area	1						
Unit	001001000000000000000000						

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date
SAAMSTAAN JUJSKEI K	2025/03/07
Account No.	Amount
01000032910	26187.47

Bank Details: FNB, Swakopmund
Account Number: 62249601300 * Branch Code: 260 472
Fax No for confirmation: 0606519140
E-Mail for confirmation: payments@swakopmund.com.na

ANNEXURE "E"

APPROVED		12 APR 2020		No.A793/2019	
for SURVEYOR-GENERAL					
SHEET 1 of 2 SHEETS					
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: LO 22/15 X		Designation	
A B	8.99	241.04.10	A	+48 370.64	+72 807.19 118b
B C	8.77	267.34.00	B	+48 362.77	+72 802.84 118c
C D	53.09	253.51.00	C	+48 354.00	+72 802.47 118d
D E	25.90	265.37.30	D	+48 303.01	+72 787.70 118e
E F	65.06	285.26.20	E	+48 277.19	+72 785.73 88b
F G	7.36	4.05.40	F	+48 214.47	+72 803.05 88c
G H	12.48	32.12.00	G	+48 215.00	+72 810.39 2736
H J	12.46	56.13.10	H	+48 221.65	+72 820.95 2737
J K	12.22	79.49.20	J	+48 232.01	+72 827.88 2737a
K L	63.14	81.10.20	K	+48 244.04	+72 830.04 2738
L M	44.82	61.42.40	L	+48 306.43	+72 839.73 118k
M N	21.42	16.41.30	M	+48 345.90	+72 860.97 118l
N P	7.07	106.41.30	N	+48 352.05	+72 881.49 2781a
P Q	14.95	61.44.20	P	+48 358.82	+72 879.46 2781b
Q R	7.07	16.41.30	Q	+48 371.99	+72 886.54 2782a
R S	25.01	331.41.40	R	+48 374.02	+72 893.31 2782b
S T	10.84	58.30.40	S	+48 362.16	+72 915.33 2783
T U	21.31	87.15.20	T	+48 371.40	+72 920.99 95b
U V	16.39	151.52.20	U	+48 392.69	+72 922.01 92d
V W	7.12	106.34.40	V	+48 400.42	+72 907.56 91c
W Y	5.01	61.43.40	W	+48 407.24	+72 905.52 91b
Y Z	25.91	182.17.00	Y	+48 411.66	+72 907.90 91a
Z A1	26.54	195.30.50	Z	+48 410.62	+72 882.01 118y
A1 B1	10.03	209.38.20	A1	+48 403.53	+72 856.44 118a
B1 A	49.22	214.34.10	B1	+48 398.56	+72 847.72 90a

COMPONENTS:

- 1 The figure abcdB1 represents Erf 117 Vineta,vide SG No.A791/2019 annexed to Deed of Transfer No.
- 2.The figure efghjk represents Erf 89 Vineta,vide SG No.A789/2019, annexed to Deeds of Transfer No.
- 3.The figure EFGHJKml represents Erf 116 Vineta,vide SG No.A788/2019 annexed to Deeds of Transfer No.
- 4.The figure ABCDElmKLMNPQRSTUUVWYZA1B1dcba, excluding efghjk represents Erf 115 Vineta,vide SG No. A792/2019 annexed to Deeds of Transfer No.

The figure A B C D E F G H J K L M N P Q R S T U V W Y Z A1 B1 represents 1.0926 Hectares of land being .

Erf 118 Vineta

(comprising 1,2, 3 and 4 above)

Situated in the Municipal Area of Swakopmund
Registration Division G, Erongo Region,
Republic of Namibia
Compiled in October 2019

Hangula
Jerusha Hangula
Professional Land Surveyor

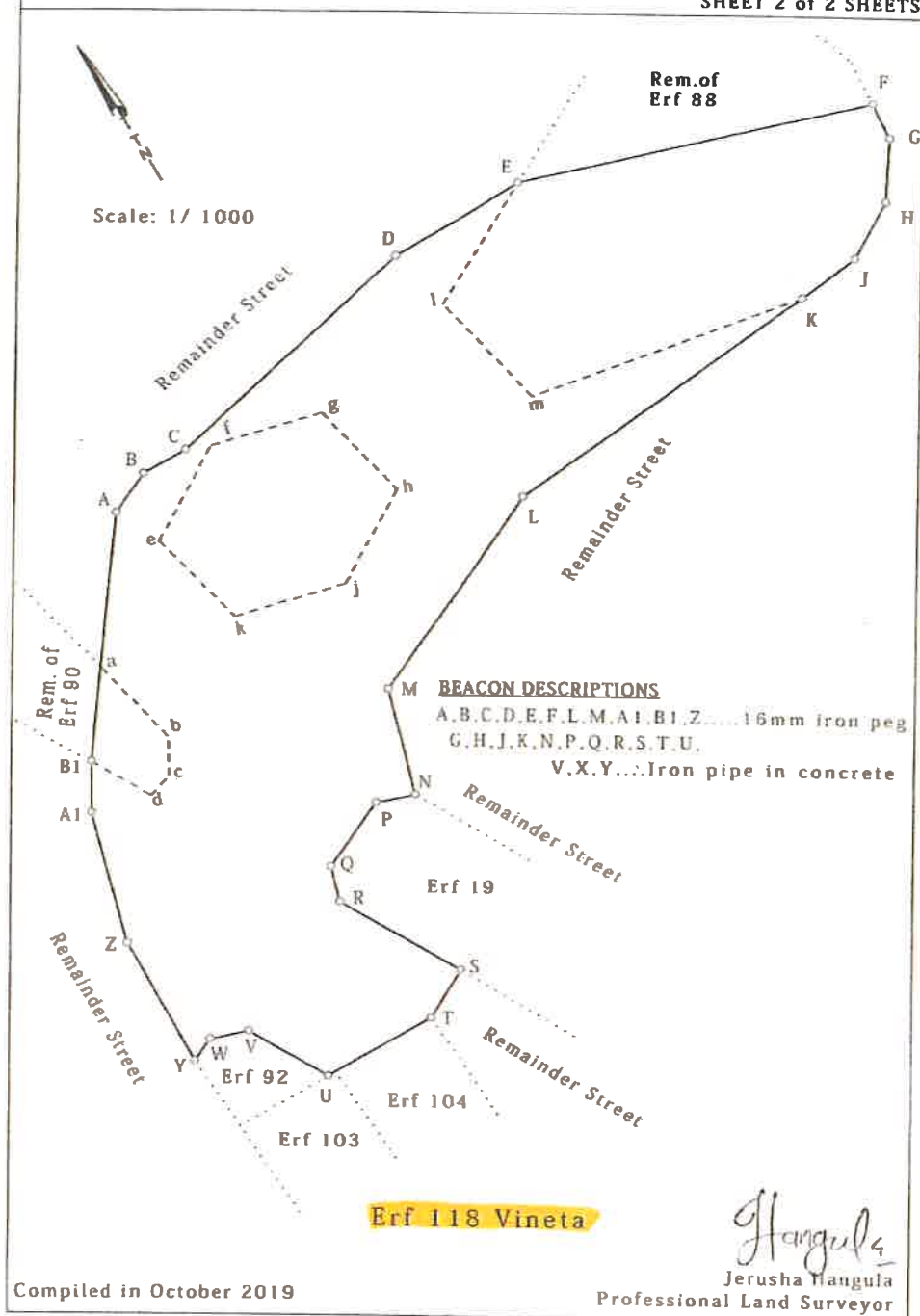
This Diagram is annexed to No	The original diagram is as quoted above	S.R. No.Compiled
Registrar of Deeds	Transfer No.	General Plan No.G36
		Noting Plan:MD-6CA/X2
		File:Vin A

12 FEB 2020

No.A793/2019

for SURVEYOR-GENERAL

SHEET 2 of 2 SHEETS



⇒ a duplicate set of the following original diagrams:

- A 787/2019 – Erf 88
- A 788/2019 – Erf 116
- A 789/2019 – Erf 89
- A 790/2019 – Erf 90
- A 791/2019 – Erf 117
- A 792/2019 – Erf 115
- A 793/2019 – Erf 118
- A 81/2020 – Erf 113

Below a lay-out of the area:



N

Legend

Cadastral boundaries
☐ erf 118 Jukskei Park
☐ Erven

11.1.11

INTERNAMIBIA DEVELOPMENT CC: TRANSFER OF OWNERSHIP OF PORTION 102 AND PENDING TRANSFER OF PORTION 178

(C/M 2025/04/29 - 17/1/4/2/1/11)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.2** page **14** refers.

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

1. Introduction

The purpose of this submission is to consider waiving the restriction of having two portions of land bought by Inter-Namibia Development CC consolidated as required in clause 6 (c) of the deed of sale for the additional portion of land.

An application was received from Van Rensburg Associates dated **14 February 2025** (acting on behalf of Inter-Namibia Development CC requesting the waiver of the condition that the two portions of land be consolidated based thereon that each portion is larger than 10ha (the minimum size required for the creation of a portion of land at the smallholdings).

Attachments:

Annexure "A"	:	Letter dated 14 February 2025 was received from Van Rensburg Associates on behalf of Inter-Namibia Development CC.
Annexure "B"	:	A diagram indicating the location of: <ul style="list-style-type: none"> • Portion 102 (a Portion of Portion B) of Swakopmund Town and Townlands No 41) • Portion 178 of the Remainder of Portion B of the Farm Swakopmund Town and Townlands No 41

2. Overview

2.1 Initial Portion of Land

On **27 November 2008**, under item 11.1.10 Council approved the allocation of a portion of land measuring ± 20 ha to Inter-Namibia Development CC to establish a horse-riding centre. Council approved the zoning as "special" and that, apart from one dwelling house and appurtenant buildings, no residential units be permitted on the site.

Transfer of ownership of the first portion, Portion 102 (a Portion of Portion B) of Swakopmund Town and Townlands No 41 (hereinafter "Portion 102") was registered in the Deeds Office on **19 November 2015**.

NAMPAB'S minutes of 17 June 2009, item 29/2009 regulations the use of the land as quoted below (it will therefore be the conditions Council approved for a zoning of "special" and recorded in Deed of Transfer 7255/2015:

"The land may only be used for purposes permissible in terms of the Town Planning Scheme of Swakopmund which as been compiled in

terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954), as amended and may therefore be used only subject to the conditions laid down I and in pursuance of the above-mentioned Town Planning Scheme."

2.2 Additional Portion of Land

2.2.1 On **25 November 2010**, under item 11.1.18 Council approved the sale of an additional portion of land measuring ± 15 ha to establish a horse-riding centre with the same restrictive condition of a "special" zoning.

2.2.2 As submitted to Council on **26 July 2012**, the decision for the additional portion read that the agreement for the initial portion be cancelled and a deed of sale be compiled for both portions as a single portion.

At the time, Council's conveyancer could not proceed with the instruction to cancel the deed of sale for Portion 102 and compile a combined deed of sale as a diagram for the said area, measuring 19.9986 ha was already compiled and submitted to the Surveyor-General for approval.

To have the Surveyor-General approved diagram cancelled and compile a diagram for the combined area would cause unnecessary delays in the transfer of the additional portion.

Therefore, on **26 July 2012**, under item 11.1.8 Council repealed the requirement for a combined deed of sale, but under point (b), resolved that the two portions be consolidated instead.

Quoted from the deed of sale for the additional portion of land, clause 6 (c):

- (c) The PROPERTY be zoned "special" and be consolidated with the portion of land measuring 199 800m² sold on 24 March 2009 that apart from one dwelling house and appurtenant buildings, no residential units be permitted on site.

And clause 16:

16.

The PURCHASER undertakes to instruct a duly qualified Town Planner to attend to all necessary planning, surveying, subdivision and consolidation and to pay the costs of surveying the PROPERTY as well as the cost of preparation and registration of the diagram of the PROPERTY, if applicable.

2.2.3 The additional portion of land was required due to the very rocky nature of the ± 20 ha previously bought, which hampered the development of the area, especially for the establishment of a 2km race-track.

The additional portion of land is now known as Portion 178 of the Remainder of Portion B of the Farm Swakopmund Town and Townlands No 41 (hereinafter "Portion 178").

The deed of sale for the additional portion of land was signed on **20 November 2012**, and the purchase price in the amount of N\$533 515.48 was paid on **13 November 2014**, receipt

number 91799.

2.2.4 Transfer of ownership of the additional portion of land, Portion 178, is pending the finalization of the subdivision, compilation of a diagram and zoning as "special" for horse-riding activities.

2.2.5 On **08 November 2022**, CG Pieterse Land Surveyors confirmed the NAMPAB (104) 2019 minutes as follows:

That:

1. The subdivision of the Remainder of Portion B of the Farm Swakopmund Town and Townlands No. 41 into Portion 178 and the Remainder be approved in terms of Section 21 of the Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963), as amended on condition that no portion be lodged for registration at the Deeds Registry unless proof of the relevant Government Gazette containing the rezoning in the Amendment scheme is submitted;
2. The conditions currently registered against the Remainder be retained;
3. A 15 metre wide right of way servitude be surveyed and registered over the Remainder of Portion B of the Farm Swakopmund Town and Townlands No. 41 and Portion 178;
4. A 15 metre wide powerline servitude be surveyed and registered over the Remainder of Portion B of the Farm Swakopmund Town and Townlands No. 41 and Portion 178 in favour of Nampower; and
5. The following condition be registered against Portion 178.

IN FAVOUR OF THE LOCAL AUTHORITY

/ The land must only be used or occupied for an equestrian centre purposes.

Therefore, transfer of ownership of the newly created portion cannot be registered in the Deeds Registry Office unless the rezoning of Portion 178 is finalized.

The approval does not require consolidation of the two portions, this is a contractual obligation in terms of clause 6 (c) and clause 16, which can be agreed between the parties and amended accordingly.

2.3 The approval for both portions of land required the land to be developed for equestrian purposes within 48 months from the date of sale, which is the date of the last party signing the deeds of sale.

3. **Discussion**

3.1 The consolidation of the two portions was required in order to ensure the combined development of an equestrian centre, including a race-track on the additional portion.

Compliance with the purpose for the sale of the two portions of land is secured in terms of the zoning of the portions as "special" for equestrian use, as follows:

3.1.1 Portion 102 in terms of NAMPAB approval quoted under point 2.1 above; and

3.1.2 Portion 178 in terms of NAMPAB approval quoted above under point 2.2 above, that the land may only be used for equestrian purposes.

3.2 Van Rensburg Associates does not state the purpose for the application to waive the consolidation requirement. Notwithstanding this, the property cannot be used for any other purpose than equestrian centre-related activities.

Therefore, even if Inter-Namibia Development CC intends to sell a portion, such must be developed in line with the required purpose it was initially acquired for.

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

RECOMMENDED:

- (a) That Council approves the application by Van Rensburg Associates dated 14 February 2025 on behalf of Inter-Namibia Development CC, requesting Council to waive the requirement of having Portion 102 and Portion 178 consolidated.
 - (b) That Council repeals the requirement approved on 26 July 2012 under item 11.1.8 point (b):

~~*"b) That point (h) be added to Council's resolution passed on 25 November 2010 under item 11.1.18 requiring the two portions to be consolidated."*~~
 - (c) That Council waives the requirement in terms of clause 6 (c) and clause 16 of the deed of sale for the additional portion of land, i.e. Portion 178.
 - (d) That Council remains with the condition that both portions must be rezoned to *"Special"* for equestrian centre purposes approved on:
 - 27 November 2008 for Portion 102 under item 11.1.10, point (c) and NAMPAB decision 29/2009; and
 - 25 November 2010 for Portion 178 under item 11.1.10, point (f) and NAMPAB decision 104/2019.
 - (e) That an addendum to the deed of sale for Portion 178 be compiled, recording the amendment in point (a) above and stating the correct property description of the portion of land as such was not established at the time of signing the deed of sale on 20 November 2012.
 - (f) That Inter-Namibia Development CC be requested to comply with the rezoning requirement for both portions of land set out in point (d) above and the respective deeds of sale.
 - (g) That Council takes note that, in terms of NAMPAB's decision (104) 2019, transfer of ownership of Portion 178 can only be finalized once the rezoning is published in the Government Gazette.
-



VAN RENSBURG ASSOCIATES

ATTORNEYS | NOTARY | VALUATOR

Authorised and regulated by the Law Society of Namibia

Our reference/Ons Verwysing: VR/diana/ME 0129

14 February 2025

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

BY EMAIL

ATT: MS STEPHNY BRUWER

Dear Madam

RE: SUBDIVISION OF REMAINDER OF PORTION B OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NO 41 INTO PORTION 178 AND REMAINDER – INTER-NAMIBIA DEVELOPMENT CC (MR OSVALDO MENDES) ("our client")

We refer to the above matter and confirm having been requested by our client to assist it regarding this long-protracted matter.

It is our instructions that:

1. Portion 102 (being a portion of portion B) was transferred to our client already on the 19th of November 2015 after having been purchased from yourself.
2. The subdivision of the Remainder of Portion B into Portion 178 and the Remainder was already approved by Nampab during October 2019, Portion 178 being an area of approximately 15 hectares adjacent to Portion 102 purchased by our client from yourself which it intends to utilise for purposes of a horse-riding centre.
3. Clauses 6 (c) and 16 of the Deed of Sale in Portion 178 stipulates that this portion should be zoned "special" and is to be consolidated with the existing property of our client to wit Portion 102 (a portion of portion B) of the Swakopmund Townlands.

Whilst not having a problem with the rezoning of Portion 178 to "special" our client does not wish these

portions to be consolidated, and we herewith appeal to your Council to waive the requirement of consolidation as both portions are in excess of 10 hectares each.

Our client is anxious that the transaction regarding Portion 178 be finalised, and we would therefore be pleased to hear from you.

Yours faithfully
VAN RENSBURG ASSOCIATES

Per: C van Rensburg

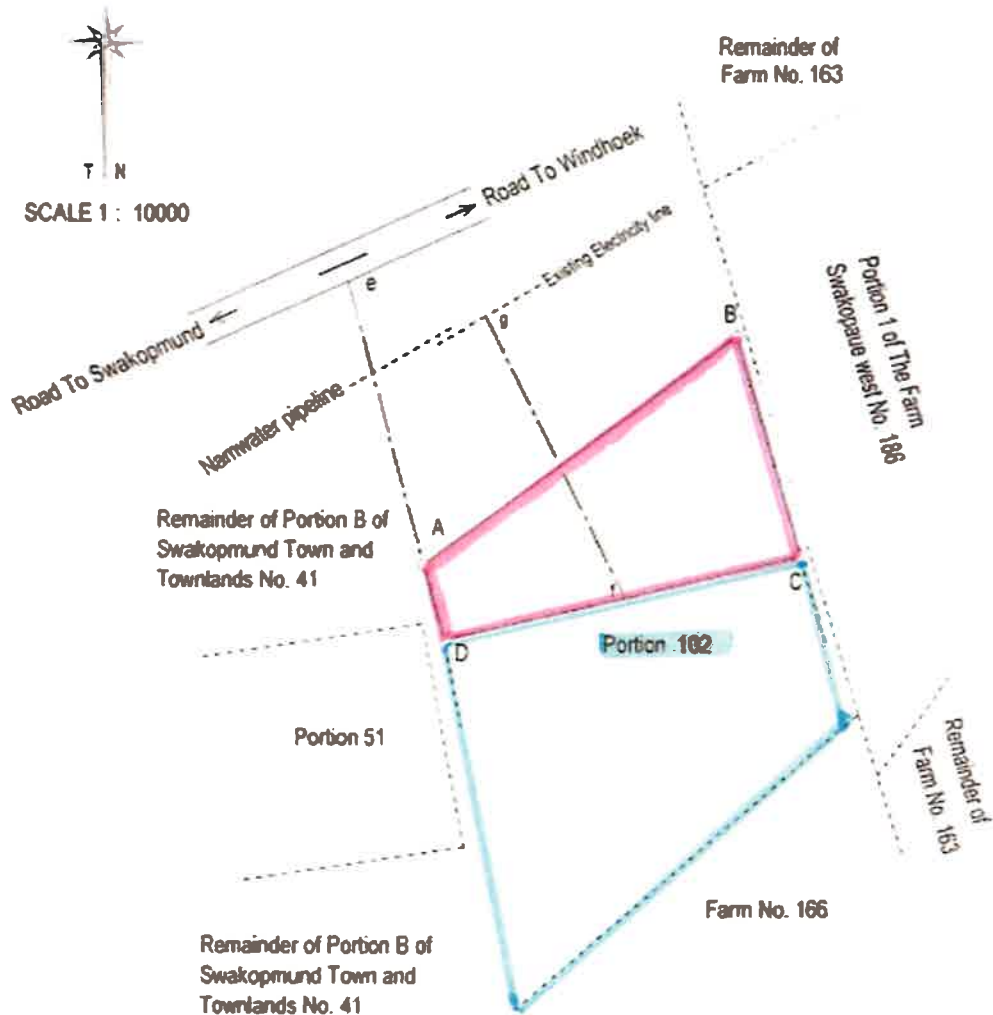
APPROVED



for SURVEYOR-GENERAL

No. A 153/2021

Sheet 2 of 2 Sheets



Portion 178 (a Portion of Remainder of Portion B) of Swakopmund Town and Townlands No. 41

Surveyed between September 2003 and June 2012 by me

C.G. Pieterse
Land Surveyor

11.1.12

MOBILE TELECOMMUNICATION LIMITED: APPLICATION FOR 1 NEW SITE TO ERECT A TOWER IN SWAKOPMUND

(C/M 2025/04/29 – 4/1/1/7; E 10602)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.3** page **21** refers.

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

The purpose of this submission is to consider the allocation of 1 new lease site measuring 81m² to Mobile Telecommunications Limited (hereinafter MTC) for the construction of a telecommunication tower and equipment room, at Erf 10602, Swakopmund, Extension 41. The application dated **16 October 2024** is attached as **Annexure "A"**.

2. Background

An application dated **16 October 2024** was received from MTC requesting to lease a portion of land measuring 81m² (9mx9m) for the installation of a telecommunication tower on the following coordinates:

Latitude: -22.648685°

Longitude: -14.570058°

A memo for comments was issued to the Engineering & Planning Services Department on **20 February 2025**.

The GIS Coordinator was requested to confirm the locality of the coordinates. As per email dated **06 February 2025** (attached), he confirmed that the coordinates are located on Erf 10907, Swakopmund Extension 41. This erf belongs to the Council, but a resolution is in place approving the exchange of Erf 982, Matutura, with the Government of Namibia. For this reason, it is proposed that a portion of land located in the corner of Erf 10602, Swakopmund will be an ideal location for the tower.

On **25 February 2025**, a memo from the Engineering & Planning Services Department confirmed that they do not have objections to accommodate MTC on Erf 10602, Swakopmund, zoned "Public Open Space".

3. Discussion of the Site zoned Public Open Space

As indicated above, the site is located on an erf zoned "Public Open Space". Erf 10602 is located in Extension 41 (2.9044), Swakopmund (Wagdaar). A map indicating the subject erf is attached as **Annexure "B"**.

4. Lease Tariff and Period

Council approved a standard rental per square meter for BTS sites with a standard lease period of 9 years and 11 months with different rates depending on the location of the BTS site as of 1 July 2023, with an annual escalation of 7% every July (first being 1 July 2024):

During the 2023/24 financial year, the tariff was:

- Mondesa - N\$ 39.30
- Central town - N\$ 43.68

Adding the annual 7% escalation to the tariff for 1 July 2024 until 30 June 2025 is:

- Mondesa - N\$ 42.05
- Central town - N\$ 46.75

Due to the location of the tower, the price tariff of the land being leased falls within the range of Mondesa.

5. **Proposal**

It is proposed that the new application be approved on a 5-year' lease period based on Council's standard conditions.

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

RECOMMENDED:

- (a) **That Council approves the application by Mobile Telecommunications Limited dated 16 October 2024 for the erection of a telecommunication tower and equipment room on a portion (+81 m²) of Erf 10602 (Wagdaar), Extension 14.**
- (b) **That Mobile Telecommunications Limited adheres to the following requirements:**
 - **Consent letter from the neighbours**
 - **Environmental Impact Assessment (EIA)**
 - **A maximum height of 25m for the tower**
- (c) **That the following standard lease conditions apply to the leasing of the lease portion in (a) above.**
 - (i) **Lease period of 5 years.**
 - (ii) **That building plans of all proposed buildings must be submitted to the Engineering and Planning Services Department.**
 - (iii) **That the portion of land is leased on the explicit condition that the lessee indemnifies Council against any claim for damages resulting from its occupation by the lessee.**
 - (iv) **That the lease be at the current tariff of N\$ 42.05/m² per month with an annual escalation of 7% every July (first being 1 July 2025).**
- (d) **That the Engineering & Planning Services Department provides a layout plan for the exact location on the identified erf to be used for the 81m² lease portion.**
- (e) **That Mobile Telecommunications Limited installs its own electrical meter so that any expenses and costs generated can be allocated to Mobile Telecommunications Limited.**
- (f) **That the proposed lease of the site be dealt with in terms of section 63 of the Local Authorities Act 23 of 1992, as amended.**

- (g) That Council's standard lease conditions be made applicable to the lease.
 - (h) That all costs relating to the lease, including, but not limited to, advertising costs, be for the account of the lessee.
 - (i) That the following conditions be made applicable in addition to point (h) above:
 - (i) *That Council will not reimburse Mobile Telecommunications Limited for any costs relating to the installation or removal of its properties or any other expense incurred during or after the termination of the lease agreement.*
 - (ii) *That any damages that may be caused to the lease site shall be for the account of Mobile Telecommunications Limited and shall be repaired at their cost and on demand.*
 - (iii) *That Mobile Telecommunications Limited be responsible for the proper maintenance of the equipment, failure to maintain the water tower and equipment on a structural and aesthetic level satisfactory to the GM: Engineering and Planning Services will result in the cancellation of the lease and the removal of the lease equipment at the cost of the lessee.*
 - (iv) *That Council be indemnified of any and all possible claims.*
 - (j) That the approval be granted on condition that Messrs Mobile Telecommunications Limited settle all its arrears, if any, with Council.
-

ANNEXURE "A"

16 October 2024

Enquiries: T Erastus
Email: TErastus@mtc.com.na
Cell: +264 81 3251726

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

Dear Mr. Benjamin

MTC Mobile Telecommunications Limited

Corner of Main & Tjitandero St.
Heldubanya Wanabeppa Road, Streets,
PO Box 23051 Windhoek, Namibia
T +264 (0) 61 280 2000
F +264 (0) 61 280 2124

Application to Construct a Network Tower within Swakopmund Municipal Area

MTC is committed to meeting the growing demand for reliable communication services by expanding our network infrastructure. Our assessment has identified areas within the Swakopmund municipal area that would greatly benefit from enhanced network coverage through the construction of a new network tower.

After a detailed evaluation, we have identified a suitable location for the tower and would like to formally apply for approval to lease the identified land parcel. MTC requires a land portion measuring 81m² (9m x 9m) at the following coordinates:

Latitude: -22.648685°

Longitude: 14.570058°

Thank you for your consideration.

Yours Sincerely,



Ludwig Heinrich Tjitandi

General Manager: Network Access & Transmission

Executive Directors: Dr. L. Erastus (Managing Director), I. Simel (Financial Director)
Directors: T. Mafurisa (Chairperson), T. Mutshela (Deputy Chairperson), R. Njipik, T. Gwauru, W. Schuster, S. Goshwami
Company Secretary: R. Nkomo

   mtc.com.namake the connection


(awaits a revised map from Engineering)

11.1.13

MUPUPA REALTORS CC: APPLICATION TO TRANSFER VACANT ERVEN TO THIRD PARTIES

(C/M 2025/04/29 - 17/1/4/2/1/))

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.5** page **57** refers.

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

1. Introduction

The purpose of this submission is to consider an application by Ms Helvi Mupupa of Mupupa Realtors CC (hereinafter "Mupupa") to allow the transfer of vacant erven to third parties without having constructed houses thereon.

The letter dated **21 January 2025** states that the entity will face extreme financial difficulty in having to build and / or complete a house structure before securing funds from the third parties in respect to each erf. The entity must therefore use funds from their reserves to fund the project until completion and only then recover the costs from the third parties.

The letter dated **21 January 2025** is attached as **Annexure "A"**.

As explained below, the cost of construction of houses is part of the risk for the private developer.

2. Background

On **24 February 2022** under item 11.1.4 Council approved the sale of 50 fully serviced erven zoned "single residential" and located in Extension 25, Swakopmund to Mupupa at N\$180.00/m² (the complete decision is attached as **Annexure "B"**).

Relevant to this submission is point (e):

"(e) That the erven are transferred to Mupupa Realtors CC with a restriction that the erven may only be transferred to third parties once a completion certificate is issued confirming that a house was constructed."

The above condition was passed in order to ensure Mupupa, as a developer adds value and constructs houses and does not speculate with Council's serviced erven by simply selling vacant erven. Normally Council would have sold serviced erven directly to the public in execution of its vision and mission statement which is to reduce costs for low income households.

On **21 August 2023** under item 11.1.25 Council passed a resolution granting Mupupa an extension of time to perform and increased the value of the houses that may be constructed (the complete decision is attached as **Annexure "C"**).

Following the successful finalization of the required statutory processes for the alienation of land, the deed of sale and an addendum to the deed of sale were signed, and the purchase price for the 50 erven was secured.

Transfer of ownership of the 50 erven to Mupupa was registered in the Deeds Registry Office on **14 December 2023**. Mupupa was informed in writing of the timelines to comply with following the transfer of ownership. Special reference is made to clause 6.7 stating that that the development must be completed within 48 months from the date of transfer, i.e. by **14 December 2027**.

3. Restrictive Condition

The application by Mupupa refers to the following restrictive clause in both the deed of sale and the addendum to the deed of sale (in terms of Council's decision passed on **24 February 2022** under item 11.1.4 quoted above):

6.4 The PURCHASER may only transfer an erf in the Development to a third party once a Completion Certificate has been issued by the COUNCIL confirming that a dwelling house was constructed and completed on the erf.

Mupupa purchased 50 fully serviced erven from Council and ownership is registered in the entity on **14 December 2024**. Therefor these erven belong to the entity and can be bonded as surety for the construction of houses.

Regarding the sale of vacant erven by Quintessential Trading & Consultancy (Pty) Ltd, Council passed the following resolution on **29 February 2024** under item 11.1.5:

- "(a) That Council turns down the application by Quintessential Trading & Consultancy (Pty) Ltd to sell the erven zoned "Single Residential" located in phases 1 and 2 remaining in Council's ownership (31 erven) on behalf of Council.*
- (b) That Council remains with its decision passed on 30 August 2018 under item 11.1.5, point (d)."*

4. Other Developers

4.1 In terms of the agreements for the private developers for the installation of services and construction of houses, Council prohibited the transfer of ownership to the developer unless a compliance certificate (services installation) and completion certificate (construction of a house) are issued to the developer.

4.2 On **04 April 2023** under item 11.1.17, Council made a concession and passed the following resolution (quoted below for ease of reference) to ensure that vacant erven are not sold:

- "(a) That Council approves the application by Quintessential Trading & Consulting (Pty) Ltd to amend clause 6.2.3 in order to enable the transfer of the Single Residential Disposal Erven to Quintessential Trading & Consultancy (Pty) Ltd without the need to first construct dwelling houses thereon; but prior to transfer to third parties, dwelling houses must be constructed as per clause 5.6.2 of the development agreement.*
- (b) That the concession in (a) above be subject to the condition that Quintessential Trading & Consultancy (Pty) Ltd provides the following prior to transfer of the respective erven to them:*

- (i) The house plans to the maximum value of N\$800 000.00; as well as.
 - (ii) Deeds of sale with third parties stipulating the value of the erf and that of the house (maximum value of N\$800 000.00 exclusive of the site value) separately.
 - (iii) A verified calculation expressing the cost of installing services per metre square.
- (c) That an addendum to the development agreement be compiled to reflect the above amendment.
 - (d) That it be noted that Council's claims for performance by Quintessential Trading & Consultancy (Pty) Ltd are covered in terms of clauses 5.8.5.2 and 8.2."

Accordingly, Mupupa is already benefiting of having ownership of 50 fully serviced erven which can be used as surety for the construction of houses.

- 4.3 In addition to the above, the following decision was made on **29 February 2024** under item 11.1.3:

- "(a) That Council takes note of the application by Quintessential Trading & Consultancy (Pty) Ltd dated 23 August 2023 for permission to only construct parts of the dwelling house for which the building plan approvals were granted for the entire dwelling house.
- (b) That Council takes note that the application is necessitated by the constantly increasing interest rates in terms whereof a potential client initially qualified for a home loan of e.g., N\$800 000.00, but currently qualifies for a home loan of between N\$500 000.00 and N\$600 000.00.
- (c) That Council takes note of the memo dated 20 October 2023 from the Engineering & Planning Services Department confirming that the application can be accommodated within their approval process.
- (d) That the application by Quintessential Trading & Consultancy (Pty) Ltd be approved in terms of the development agreement, but needs to be clarified in terms of clause 5.6 and recorded in an addendum to the agreement that Quintessential Trading & Consultancy (Pty) Ltd submits building plans for a complete house, but only develop the dwelling house partially together with foundation service beds for future construction and that Council will issue a completion certificate for the partially constructed dwelling house in order to allow for the transfer to the client."

5. Discussion

In order to consistently treat all private developers, Council cannot approve the application of Mupupa since Quintessential Trading & Consultancy (Pty) Ltd may not transfer vacant erven to third parties. Quintessential Trading & Consultancy (Pty) Ltd must obtain a compliance certificate (services installation) and a completion certificate (construction of a house) before transfer of ownership to a third party is allowed.

This requirement is to ensure that the developers comply with the approval granted for the private treaty allocation based on the intention to construct

houses in order to alleviate the backlog of housing for the low and middle-income groups.

Should Council allow the transfer of ownership of vacant erven without a house constructed thereon, Council has no recourse to enforce the condition for the construction of a house.

Such permission will create a precedent and disregard the approval for the private treaty allocation based on the premise to construct houses.

6. **Proposal**

It is proposed that Council does not approve the application by Mupupa Realtors CC to allow the sale of vacant erven to third parties as contained in the deed of sale and addendum to the deed of sale under clause 6.2 (quoted above).

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

RECOMMENDED:

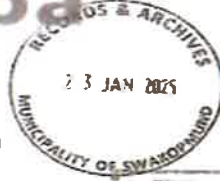
(a) That Council takes note:

- (i) of the application dated 21 January 2025 received from Mupupa Realtors for the amendment of the title condition preventing the transfer of vacant erven to third parties;*
- (ii) that the restrictive clause was approved by Council on 24 February 2022 under item 11.1.4 for the sale of 50 fully serviced erven zoned "single residential" and located in Extension 25, Swakopmund to Mupupa Realtors CC at a purchase price of N\$180.00/m² and is contained in both the deed of sale and the addendum to the deed of sale under clause 6.4;*
- (iii) that Mupupa Realtors CC is the owner of the 50 fully serviced erven, which can be bonded as surety for the construction of houses, which forms part of the risk undertaken by entrepreneurs;*
- (iv) that the restrictive condition is imposed in order to ensure compliance with the approval granted for the private treaty allocation based on the intention to construct houses in order to alleviate the backlog of housing for the low and middle income groups;*
- (v) that waiving the restrictive clause and allowing the transfer of vacant erven to third parties will leave Council with no means of enforcing the construction of houses on the 50 erven;*
- (vi) that waiving the condition will create a precedent for the other private developers and not be fair towards Quintessential Trading & Consultancy Services (Pty) Ltd, who requires compliance and completion certificates in terms of Council's decision passed on 04 April 2023 under item 11.1.17; and*
- (vi) that removal of the condition would disregard Council's commitment made in the terms of the vision and mission statement to the community by providing affordable services and infrastructure to all.*

- (b) That Council does not approve the application by Mupupa Realtors CC for the waiving of the condition that a completion certificate must be issued prior to transfer of ownership of the erven to third parties.**
-

ANNEXURE "A"

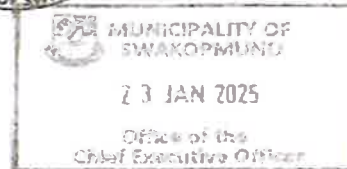
LETTER DATED 21 JANUARY 2025 FROM MUPUPA REALTORS CC



21 JANUARY 2025

MUPUPA REALTORS CLOSED CORPORATION
9 IRIS STREET, OCEAN VIEW
SWAKOPMUND

THE CHIEF EXECUTIVE OFFICER
MR ARCHIE BENJAMIN
MUNICIPALITY OF SWAKOPMUND



Dear Sir,

RE: NOTARIAL DEED OF IMPOSITION OF CONDITIONS ON EXTENSION 25 SWAKOPMUND // MUPUPA REALTORS CLOSED CORPORATION

1. We refer to the above.
2. Taking into consideration the conditions imposed on Mupupa Realtors as recorded in the Title Deed of the 50 (fifty) erven that Mupupa Realtors purchased from the town council of Swakopmund towards the end of the year 2023 and which such construction had also commenced, we are writing to the council to humbly reconsider the following conditions due the significant reasons stipulated hereinunder, and we highlight the following:

Clause 1 and 2 of the notarial deed of imposition of conditions which states as follows:

"The Owner (Mupupa Realtors CC) shall not transfer an erf to a third party or to any subsequent successor/s in title or in name, without the written consent of the council, which consent shall only be granted if the Council has issued a Completion Certificate confirming that a dwelling house was constructed and completed on the erf. If Council has granted its consent referred to in Clause 1 above in respect of an erf, the conditions imposed in this notarial deed may be omitted in the transfer of the erf to the transferee."

3. Accordingly, we have examined that we will face extreme financial difficulty in having to build and/or complete a house structure before securing funds in respect to each erf and this can cause undue financial burden on our cash flow as we have to make use of our own funds from our reserves to fund the project until completion and only then, be able to sell and or transfer the properties.
4. Similarly, and to avoid this above occurrence, we are requesting the council to kindly reconsider the above conditions to enable Mupupa Realtors CC to consent to attending to transferring the erven without having to complete the structure. Consequently, we will be able to draw up progress payments from financial institutions during construction and this will enable the project to operate at a higher speed than it is currently. The positive spin offs for town council will be that when we transfer these plots to third parties it will be faster, as the municipality can receive rates and taxes from these new owners instantly, making it easier for progress to be attained promptly and effectively.
5. Furthermore, this will also address the current shortage of housing units in the low to middle income segment in Swakopmund.

We trust the above to be in order and we await your positive and kind consideration of the above suggestion soonest.

Yours faithfully,


Per Helvi Mupupa

Copy : Office of the Mayor

ANNEXURE "B"

COUNCIL'S DECISION PASSED ON 24 FEBRUARY 2022 UNDER ITEM 11.1.4

11.1.4

ALLOCATION OF 50 ERVEN LOCATED IN EXTENSION 25 TO MUPUPA REALTORS CC

(C/M 2022/02/24

-

16/1/4/2/1/2)

RESOLVED:

CO: P Acting GM: CS&HC

- (a) That Council approves the amendment of the purchaser from Ms H Mupupa to an entity, i.e. Mupupa Realtors CC.
- (b) That Council takes note that Mupupa Realtors CC complied with Council's resolution passed on 30 August 2021 under item 11.1.19 by providing proof of financing for the development of the 50 erven as well as submitted 3 types of house lay-outs under cover of her letter dated 29 November 2021.
- (c) That Council approves the sale of the 50 erven identified under Annexure "A" (on file) at a total estimated purchase price of N\$3 658 140.00 (calculated at N\$180.00 / m²).
- (d) That the purchase price becomes due and payable within 120 days from date of last party signing the agreement of sale.
- (e) That the erven are transferred to Mupupa Realtors CC with a restriction that the erven may only be transferred to third parties once a completion certificate is issued confirming that a house was constructed.
- (f) That the developer not be permitted to exceed a rate of N\$5 000.00 per m² and a total of N\$376 000.00 per house excluding erf cost.
- (g) That Mupupa Realtors CC must submit house plans indicating the specifications per house type.
- (h) That the houses be sold to Swakopmund residents especially those on the Master Waiting List to alleviate the demand for housing.
- (i) That Mupupa Realtors CC provides the registration documentation of the close corporation and that the members must be cautioned that the members remain the same until the transfers of the 50 erven have been

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completed and they have complied with all conditions of sale.

- (j) That Mupupa Realtors CC is not permitted to cede, assign or alienate their right or interest in the property or alienate the property to a 3rd party in any way before all the relevant conditions contained in the agreement of sale are fulfilled.
- (k) That the proposed sale be published in terms of the requirements of section 63 of the Local Authorities Act 23 of 1992 and subsequent thereto approval be applied for from the Ministry of Urban and Rural Development to proceed with the sale transaction.
- (l) That the sale be subject to Council's Standard Conditions of sale by private treaty:

(i) Deposit and Costs

1. That the purchaser pays a deposit of R550 000.00 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.
2. That the above deposit be paid within 90 days from this Council resolution, failing which the transaction be cancelled at the next Council meeting following the expiry of the 90 days.
3. That any remainder of the deposit in point 1 above be refunded to the purchaser on completion of the transfer of the portion.
4. That the purchaser assumes all risk in this transaction and indemnifies Council against any claims for costs.
5. That all costs related to the transaction be for the account of the purchaser.
6. All costs relating to the transfer of the erven, (including but not limited to transfer duty, conveyancer's costs, compilation of Agreement of Sale, as well as any legal or other costs that may arise from this application), shall be for the purchaser's account.

(ii) Purchase Price

1. That payment of the purchase price be secured with a bank guarantee in favour of the Swakopmund Municipality and the transfer be concluded within 120 days from the date from the last party signing the deed of sale:
 - (aa) Failure to secure the purchase price within the required period will result in cancellation without the need to place the purchaser on terms.
 - (bb) Should the purchase price be secured by a bank guarantee the transfer must be effected on / before the 120th day, else interest will be levied as from the date the last party signing the deed of sale (date of sale) until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale (date of last party signing).

(iii) General

1. That the purchaser accepts that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.
2. The erven are sold "voetstoots" or "as is" and in the condition it presently is or shall be at the date of sale. The Municipality gives no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or

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any improvements thereon. The Municipality also does not warrant that the services installed at the property are suitable for the use intended by the purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property; and that the ground levels of the erf is capable of dealing with storm water from the erf and surrounding area. The Municipality does not accept any responsibility for any work required to make the erf suitable for the purchasers' use or needs.

3. That Mupupe Realtors CC indemnifies Council against any possible claims (including claims resulting from blasting).
4. Mupupe Realtors CC shall be responsible for all statutory disciplines (if any) to be completed within 12 months (1 year) from date of transfer.
5. The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof by the purchaser.

(iv) Project Completion

1. The whole development project must be completed from date of transfer within a period of 48 months.
 2. Full rates and taxes will be levied from date of transfer or date of being issued a compliance (services) or completion (construction of buildings completed) certificate or from the month following the period agreed on (whichever date is the earlier).
-

ANNEXURE "C"

COUNCIL'S DECISION PASSED ON 31 AUGUST 2023 UNDER ITEM 11.1.25

11.1.25 MUPUPA REALTORS CC: AMENDMENT OF CLAUSE 6.5 OF THE DEED OF SALE

(C/M 2023/08/31

-

16/1/4/2/1/2)

RESOLVED:CO: P
GM: CS& HC

(a) That Council takes note of the application dated 01 August 2023 from Mupupa Realtors CC and an addendum to the deed of sale be compiled recording the following concessions:

- (i) That Mupupa Realtors CC be granted an extension of time of 2 months from date of this Council resolution to secure funding in terms of clause 5 of the deed of sale.
- (ii) That the extension of time be subject to clause 5.3 in terms whereof interest of 10.75% be levied from 10 August 2023 until date of transfer of ownership of the 50 erven to Mupupa Realtors CC (in case where a bank guarantee is provided), alternatively until date of payment in the case where the funds are held in the trust account of Koep & Partners.

132 / 2023

- (iii) That clauses 3.1.6 and 6.5 be amended to provide for one-, two- and three- bedroom houses at purchase prices of not less than N\$ 150 000, but not more than N\$ 500 000.00 (excluding the cost of the land).
- (iv) That the sizes of the following erven listed in Annexure "A" to the deed of sale be rectified and the total purchase price quoted in clause 5.1 be amended from N\$3 659 940.00 to N\$3 744 400.00 due to the correction of the sizes:

ERF	SQUARE METRE	Price
6855	485 (482)	N\$ 83 700.00
6859	400 (382)	N\$ 72 000.00
6864	400 (389)	N\$ 72 000.00
6867	400 (353)	N\$ 72 000.00
6869	400 (382)	N\$ 72 000.00
Total for 50 Erven		N\$ 3 722 400.00

- (v) That the following standard conditions for the construction of houses be incorporated in the agreement of sale by addendum:

1. The submission by the Developer to the Municipality of conceptual sketch plans of at least three standard types of dwelling houses to be constructed by the Developer at the Single Residential Disposal Erven, and the approval thereof by the Municipality.
2. The construction of the dwelling houses shall be carried out by the Developer:-
 - 2.1 In accordance with prior approved building plans by the Municipality;
 - 2.2 with due compliance with the Standard Swakopmund Building Regulations and the specifications commonly known as the "SABS/SANS400", and
 - 2.3 to the satisfaction of the General Manager: Engineering Services of the Municipality.

at a sales value per house (exclusive of the site value) which shall be not less than N\$ 150 000.00 and not more than N\$ 500 000.00.

- (b) That point (f) of Council's resolution passed on 24 February 2022 under item 11.1.4 be amended in terms whereof the values of the houses were approved.
- (c) That should Mupupa Realtors CC not secure the purchase price on expiry of the two-month period from the date of approval, the transaction be cancelled, and the erven be sold by closed bid sale.

11.1.14

REQUEST FOR SPONSORSHIP OF EQUIPMENT – AFRICAN VOCALS

(C/M 2025/04/29 – 3/15/1/1)

Ordinary Management Committee Meeting of 15 April 2025, Addendum
10.6 page **66** refers.

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

1. Introduction

Attached is a letter dated **08 March 2025** from Mr Joel Nambuli, the group leader of the African Vocals a Capella group. The applicant is requesting a sponsorship for equipment.

2. Background

The African Vocals is a local choir that creates employment for unemployed youth in Swakopmund. Their objective is to get unemployed youth off the street and give them job opportunities and income with their natural talents, from singing for tourists, to cooperate events. African Vocals also takes part in Swakopmund music events. They did a few international tours, during May and June 2024, the group toured Germany alongside Swakopmund Brass Group and had various concerts countrywide. They will tour Germany during May and June 2025. The African Vocals serves as ambassadors for Swakopmund and Namibia.

3. Request

The African Vocals is an a Capella group from the townships of Swakopmund, founded by five singers in 2012. Currently, the group consists of 18 singers aged between 20 and 35 years. They are planning to establish an annual choral festival in Swakopmund and request sponsorship for equipment. A quotation from Young Ones with various music equipment and prices is attached. The African Vocals Capella group also presented a quotation from Messrs Ishara Designs for 2-piece garments (uniform) at the value of **N\$ 16,000.00**.

The African Vocals Capella group is requesting an audience with Council and wishes to be invited to a Management Committee meeting to present and introduce the group and their objectives.

4. Discussion

The item was discussed at the Sponsorship Committee meeting on **25 March 2025**, and the Sponsorship Committee approved the sponsorship of **N\$ 10,000.00**, towards the 2-piece garments for the African Vocals Capella Group. The African Vocals Capella group should therefore be informed to be responsible for the payment of the excess fees of N\$ 6,000.00, unless the Management Committee grants an exemption and approves the excess amount of N\$ 6,000.00, for full sponsorship of the 2 piece garments quoted at the total amount of N\$ 16,000.00.

As proof of acknowledgement, commitment and recognition of the sponsorship, the logo of the Swakopmund Municipality will be embroidered on the left corner of the golf shirts. The funds will be defrayed from the Corporate Services Publicity Vote **150515533000**, where **N\$216 032.91** is available.

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

RECOMMENDED:

- (a) That Council approves the request for sponsorship towards the value of N\$10,000.00 for the 2-piece garments for the African Vocals Capella group.
 - (b) That the funds be defrayed from the Corporate Services Publicity Vote 150515533000, where N\$216 032.91 is available.
 - (c) That Council grants exemption and approves the excess amount of N\$6,000.00, for full sponsorship of the 2-piece garments quoted at the total amount of N\$16,000.00.
 - (d) That the logo of the Swakopmund Municipality be embroidered on the left corner of the sponsored garments as proof of acknowledgement, commitment and recognition of the sponsorship.
 - (e) That the sponsored garments be officially handed over by the Mayor/ Councillors at a date to be determined by the Chief Executive Officer.
 - (f) That the wording *"Sponsored by Swakopmund Municipality"* be prominently displayed on the sponsored items.
-

12/12/25

u

Annalize Swart

From: RHink <rhinkav@gmail.com>
Sent: Thursday, February 27, 2025 4:49 PM
To: Mpsi Haingura; Annalize Swart
Subject: 27.02.2025_Request for a presentation of African Vocals a cappella group on a MC
Attachments: Request African Vocals a cappella group_Municipality.pdf; African Vocals Tourplan_einseitig.pdf

Dear Mr Haingura,

Councilor Dina Namubes kindly announced our request for an appointment at a next MC already, and with the attached letter I would like to make our request official.

Thank you very much for your attention, we are looking forward to hearing from you.

Kind regards,
Regine Hink



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Diese E-Mail wurde von Avast-Antivirussoftware auf Viren geprüft.
www.avast.com



AFRICAN VOCALS



TOUR 2025

DI 13 MAI	KIRCHGELLERSEN (ND), ST. LAURENTIUSKL. 19:00	DO 12 JUNI	LIMBURG (HE), STADTKIRCHE 19:00
DO 15 MAI	BRAUNSCHWEIG (ND), KIRCHE ST. MAGNI 19:00	FR 13 JUNI	BAD KREUZNACH (RP), DIAKONIEKIRCHE
FR 16 MAI	HELMSTEDT (ND), KIRCHE ST. MARIENBERG 19:00	SA 14 JUNI	SIERSBURG (SL)
SA 17 MAI	BERLIN-ADLERSHOF, VERKLÄRUNGSKIRCHE 19:00	SO 15 JUNI	WALDMOHR (RP)
MO 19 MAI	HALBERSTADT (ST), LIEBFRAUENKIRCHE 19:00	MO 16 JUNI	TRIER, HERZ-JESU KIRCHE
		DI 17 JUNI	SAARLOUIS (SL), EVANGELISCHE KIRCHE
DO 22 MAI	BREMEN, LIEBFRAUENKIRCHE 19:00	FR 20 JUNI	WÖLLSTEIN (RP), EVANGELISCHE KIRCHE
FR 23 MAI	OLDENBURG (ND), GARNISONKIRCHE 19:00	SA 21 JUNI	PFUNGSTADT (HE), ST. ANTONIUS KIRCHE
SA 24 MAI	GANDERKESEE (ND), ST. CYPRIAN & CORN. 19:00	SO 22 JUNI	PFEDELBAH (BW), EVANGELISCHE KIRCHE
SO 25 MAI	MÜNSTER, ST. JAKOBUSKIRCHE 19:00		
MO 26 MAI	GELSENKIRCHEN-BUER, ST. LAMBERTI KIRCHE 19:00	MI 25 JUNI	SÜSSEN (BW), ULRICHSKIRCHE
DI 27 MAI	GELSENKIRCHEN, ST. MATTHÄUS KIRCHE 19:00	DO 26 JUNI	REUTLINGEN, ST. WOLFGANG KIRCHE, 19:00
MI 28 MAI	HATTINGEN (NW), KIRCHE ST. PETER & PAUL 19:00	SA 28 JUNI	LUDWIGSBURG, FRIEDENSKIRCHE 19:00
DO 29 MAI	BOCHUM-LINDEN, LIEBFRAUENKIRCHE 19:00	SO 29 JUNI	PLEIDELSHHEIM, MAURITIUSKIRCHE 19:00
SA 31 MAI	KERPEN-HORREM (NW), KIRCHE CHR. KÖNIG 19:00	MO 30 JUNI	LÖCHGAU (BW), PETERSKIRCHE 19:00
SO 1 JUNI	PULHEIM (NW), RITTERGUT ORR 18:00	DI 1 JULI	NIDDERAU (HE), PFARRKIRCHE 19:00
MO 2 JUNI	STOLBERG (NW)	MI 2 JULI	FRANKFURT, BETHANIENKIRCHE 19:00
MI 4 JUNI	KÖLN, BASILIKA ST. GEREON	DO 3 JULI	FRANKFURT, LIEBFRAUENKIRCHE 19:30
DO 5 JUNI	KÖLN-RODENKIRCHEN	FR 4 JULI	BAD NAUHEIM, TRINKKURANLAGE
FR 6 JUNI	KÖLN-DELLBRÜCK, CHRISTUSKIRCHE 19:30		
SA 7 JUNI	GEILSHAUSEN (HE), EV. KIRCHE 19:00		
SO 8 JUNI	AFRIKAFEST BURG LSSBERG (HE) 18:30		
MI 11 JUNI	BAD CAMBERG (HE), ST. PETER & PAUL 19:00		



DEUTSCH-NAMIBISCHE ENTWICKLUNGSGESELLSCHAFT E.V.

NAMIBIAN SPIRIT LIVE!

DIE BANO UNTERSTÜTZT DEN DRG KINDER CHOR



African Vocals a cappella



Swakopmund, 08.03.2025

Ref.: Application for Sponsorship

Dear Ms Aili,

maybe you and the team together with our honourable CEO Mr Benjamin remember meeting African Vocals last year on the partner city event in Giessen, where we had a concert together with the Swakopmund Brass Band. Like in all the cities and venues where we performed in Germany, also in Giessen we could feel the sincere interest in Namibian music and culture.

African Vocals are an a cappella group from the townships of Swakopmund, founded by five singers in 2012. Meanwhile the group consists of 18 singers aged between 20 und 35 years. They are music enthusiasts and try to make a living with their music, overcome poverty and build a better life for themselves and for their families. For us music is not just art, but it is hope and a magic tool to create unity, to initiate change and to build bridges.

After 7 international tours, we are preparing another big Germany tour of almost eight weeks for this year, the tour plan is done, tickets are booked, visa are issued and the venues and accommodation are organized and confirmed by our German friends and hosts.

As we feel very privileged to be able to go on international tours, we always give back to the community from our tour income. From the last two tours we gave the amount of N\$ 120000 to 3 different projects supporting children's education in the townships.

We were wondering if there is the chance for us to present us and our vision to the Council, which would be such a wonderful opportunity for us to show what we can do for Swakopmund and if we can do even more with some support. We are very proud of bringing our Namibian culture and diversity to Germany and to see the interest in and appreciation for our music, but also for us as singers and for Namibia. This resulted in strong bonds between AV and our German community, that is why we go to some places and venues for the third or fourth time. Moreover, a lot of tourists who had visited our concerts come to Swakopmund and meet African Vocals, attend our rehearsals and get more insight into our lives.

It would be great if you can give us the unique opportunity to show you how we present Swakopmund and Namibia in Germany, to hear what the singers have to say about their experiences in AV and on their tours, and how it influences their lives to be part of AV. We are also very proud of being able to pay back to the community and give some donations from our tour income to projects supporting children in Mondesa and DRC.

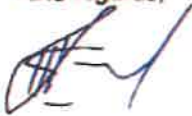
We would also like to invite the Council to come and join us on one of our rehearsals on Mondays and Wednesdays, 19.00h at the site of Mondesa Youth Opportunities.

It will be interesting for you to see how the group is preparing for the Germany tour and to learn about the singers' motivation to be in the group and about their dreams and expectations. And hopefully you find a way to support the group for our upcoming tour as ambassadors for Swakopmund

In our application we requested sponsorship for equipment that we believe will give us a platform to host high standard concerts in Swakopmund, with the experience we gained on our local and international tours. The idea is to establish an annual choral festival in Swakopmund together with the Swakopmund Municipality, which will involve all choral groups of different backgrounds in Swakopmund. We believe that Swakopmund is the right place and African Vocals are the right hosts for this kind of festival, as we will bring in the experience we gained from different festivals on our tours. These festivals will add even more attraction to Swakopmund.

Thank you very much for your attention, we are excited to hear from you.

Kind regards,



Joel Nambuli

List of Project Contributors

Joel Nambuli

Markus Gavey Tjiposa

Romanus Romanus Afrikaner

Edelbergt Thataone

Chadre Ma-/Gei Apollus

Ndimuwakalunga Tangeni Flex

Naruseb Jentezen

Willem Moses Hoaeb

Josef Elia

Eugene Angelo Hangula

Reinold Innocent Mu-#Antako Uiseb

Sean Lee-Roy Beukes

Wonder Levert /Ubate Awarab

Helmut Nyangana Nyangana

Clerence Sarel Afrikaner



P.O.Box 575 - Tel. (064) 405795
 Swakopmund Namibia
 e-mail: fido@iway.na
 VAT Reg nr. 2035903015

QUOTATION

African Vocals
 Att. Joel and Regine

Date : 11-03-2025

Doc. Number: Q 70 / 26

1	x	ALTO LIVE 1604 16 channel Mixing Console	N\$ 11 999.95
2	x	ALTO TS 415 2way 15"2500W each Powered PA Speakers (Tops)	N\$ 25 999.90
		OR	
2	x	JBL EON 715-EK 2 way 15" 1300W each Powered PA Speaker (tops)	N\$ 40 700.00
2	x	ALTO TS 18 S 18" 2500W powered Subwoofers	N\$ 43 999.90
		OR	
2	x	JBL EON 718 SD EX 18" 1500W powered Subwoofers	N\$ 65 999.00
4	x	ALTO TX 315 2 way 15" 700W each Powered PA / Monitor Speakers	N\$ 34 600.00
		OR	
4	x	JBL EON 712 EK 2 way 12" 1300W each Powered PA / Monitor speakers	N\$ 77 000.00
2	x	Subwoofer poles	N\$ 999.95

Continue next page

4	x	20m XLR to XLR Instrument Cables	N\$ 3 400.00
2	x	3m XLR to XLR Instrument Cables	N\$ 600.00
4	x	5m XLR to XLR Instrument Cables	N\$ 2 120.00
2	x	MEDELI SP4200 88 Key Digital Stage Piano 88 keys	N\$ 13 499.95
		OR	
2	x	MEDELI CDP 5200 KP Digital Stage Piano 88 keys	N\$ 17 199.95
		OR	
2	x	POLAND FP-10 BK Digital Piano 88 keys	N\$ 14 399.95
		OR	
2	x	ROLAND FP-30 BK Digital Piano 88 keys	N\$ 17 999.95
		OR	
2	x	CASIO CD-P360 Digital Piano 88 keys	N\$ 18 999.95
2	x	ON-STAGE Double X Keyboard Stands	N\$ 2 200.00
1	x	10m 6.3mm Jack to 6.3mm Jack Instrument Cable	N\$ 449.95
5	x	HYBRID DUAL Wireless Handheld Vocal Microphone System with variable Frequencies (10 mics)	N\$ 39,499.75
10	x	ON-STAGE Microphone Boom Stands with mic Holders	N\$ 9 999.50
10	x	DJEMBES currently not available but prices Should be from about N\$ 2 600 .00 for 22cm diameter To about N\$ 5 900.00 for 34cm diameter (estimates) (we are expecting a shipment from Ghana in approx. 3 to 4 weeks time)	

Quoted prices are VAT inclusive and valid for CURRENT stocks at suppliers only
Pricing include shipping costs to Swakopmund .

Continue next page

Prices may change without prior notice -- up or down -- exchange rate related .
For more info on quoted items please feel free to contact us or google items .
All items where available on date of quote but might be temporally sold out by the
time of order but should be available again in 4 to 5 weeks from date of order ..

Thank you

F . Weyand

Banking Details : Account name : YOUNG ONES
Account number : 041372417
Bank : Standard Bank Swakopmund
Branch code : 08-21-72
Swift Code : SBNMNANX

e- mail for POP : fido@iway.na

Continue next page

4	x	20m XLR to XLR Instrument Cables	N\$ 3 400.00
2	x	3m XLR to XLR Instrument Cables	N\$ 600.00
4	x	5m XLR to XLR Instrument Cables	N\$ 2 120.00
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OR			
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OR			
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OR			
2	x	ROLAND FP-30 BK Digital Piano 88 keys	N\$ 17 999.95
OR			
2	x	CASIO CD-P360 Digital Piano 88 keys	N\$ 18 999.95
2	x	ON-STAGE Double X Keyboard Stands	N\$ 2 200.00
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Quoted prices are VAT inclusive and valid for CURRENT stocks at suppliers only
Pricing include shipping costs to Swakopmund .

Continue next page

Ishana Designs
 10 219, 2019-2020
 01/01/2020
 01/01/2020

Quotation

s.no: 15

Date: 10/03/2025

To:
African Vocals
Swakopmund

Subject: 2 Piece Garment

Dear Sir/Mam,

Thank you for enquiry and hereby submit our best rates to your company as per the following details.

no #	description	quantity	unit price	unit type	price
1	2 piece	20	800	cm	16000

Total: 16000.00 NAD

Terms & Conditions

-> First National bank

Ishana designs

62265561491

branch nr 282672

Thank You



+264 64 410 4215

swakmund@swakmund.com.na

P.O. Box 53, Swakopmund, Namibia

SPONSORSHIP & DONATION APPLICATION FORM

ALL APPLICATIONS FOR SPONSORSHIP/DONATION MUST BE SUBMITTED AT LEAST 60 DAYS (2 MONTHS) PRIOR TO THE SCHEDULED PROJECT OR EVENT.

Applicant Details			
Name: (Individual/Organization)		African Vocals a cappella group	
Address: Strandloperthje Street 5, Vineta Swakopmund		Postal Address	Private Bag 5010 Swakopmund
		Residential or Business Address	
Contact person Details			
Name:		Joel Nambuli	
Position held in Organization:		Group Leader	
Cell:		0814217546	Tel:
Email:		joelnambuli@gmail.com	
Total amount or resources requested			
Amount (N\$)		Resources (List)	
Which sector is your event/request related to?			
Culture			
Indicate whether there will be entry fee(s) charged, or ticket(s) sold.			
Yes	<input type="checkbox"/>	If yes indicate the Amount	N\$
No	<input checked="" type="checkbox"/>		

Project Details *(Name and detail of the project, event, or activity)***Equipment for African Vocals and the DRC community kids' choir**

- 1) Musical instruments (20 Ndjembe drums, 2 keyboards)**
- 2) Set of Performance outfits for 20 singers (shirts, tracksuits) with the logo of Swakopmund Municipality**
- 3) 10 cordless microphones with stands + a set of 4 speakers and a mixer**

How does it contribute to the community's well-being, prosperity and/or sustainability?

African Vocals is a local choir that creates employment for unemployed youth in Swakopmund. The objective is to get unemployed youth off the street and give them job opportunities and income with their natural talents, from singing for tourists, to corporate events and to international tours. African Vocals have toured Germany many times with different singers, representing different ethnic groups, in this way promoting Swakopmund and the cultural diversity in Namibia. Seeing ourselves as choral ambassadors of Swakopmund, with customized outfits the connection to Swakopmund would be more visible. With the experience African Vocals have gained during their international tours and with the requested professional equipment, we want to establish high standard concerts in Swakopmund together with Swakopmund Municipality. The idea is to host an annual choral event involving all choral groups in Swakopmund. With the equipment Swakopmund Municipality would be our main sponsor. These concerts can raise funds that can be shared with different kids' projects in the community. This will make a dream come true.

African Vocals are running and funding a DRC kids' choir that shapes their musical talent, offering free music lessons to children of the DRC community. The choir kids will benefit from the requested equipment in their music lessons as well.

How does it align with Municipality of Swakopmund values?

- 1) Definitely creating job opportunities is a core value of Swakopmund Municipality.**
- 2) Getting specifically male youth off the streets, in a time where crime and drugs have risen drastically in our beautiful Swakopmund, teaching good principles to all members of the African Vocals and the choir kids to follow a better path. We believe that a good musician needs principles and a good work ethic to be successful. African Vocals singers all come from less privileged backgrounds and we want to give an example to the youth in the community that your**

background does determine your destiny

- 3) Promoting Swakopmund as a tourist hub is another key value for the Municipality, also passing the pride of being a Swakopmund resident to our youth**

How will the Municipality of Swakopmund be recognized/benefits for its support?

With custom-made outfits with the names of Swakopmund Municipality and African Vocals in the bright colours of the Land of the Brave, a great image of Swakopmund will be promoted in Namibia and around the world when we do our international tours.

NOTE:**Preference is given to individuals/groups/organizations that:**

1. Are non-profit and can demonstrate community support & involvement.
2. Are working for the benefit of a wide range of stakeholders, in particular the youth, women, elderly, and the disabled within the community.
3. Can demonstrate how the money or in-kind donations are to be used and the expected outcome of the project/event.
4. Commit to acknowledging the Municipality of Swakopmund's contribution through the placement of various promotional banners, brochures, posters, and the Municipality of Swakopmund's logo on promotional material/clothing.
5. Commit to providing the Municipality of Swakopmund with letters, photos, and press review, that summarize the outcome and benefits of the project/event, within **30 days**, following the date of the event/project where applicable.

Excursions: Council will **NOT** consider nor support the application for:

1. Individuals, groups, organizations, projects, and other activities outside Namibia, or otherwise motivated.
2. Advertising and promotions, including advertising solicited on behalf of another organization.
3. Membership dues or school fees.
4. Reducing or donating the cost of rates and taxes on the municipal accounts.
5. Churches or other religious groups.
6. Labor or political organization or candidates for public office.
7. Corporate/family picnics and cocktail parties.
8. Fraternal associations.
9. Travel funds for trips, tours, or expeditions.
10. Organizations or programs that are sensitive, controversial, harmful, or pose a potential conflict of interest.
11. Professional fund-raisers working on behalf of an organizations.
12. Generic requests that may have been sent to various organizations - the "To whom it may concern" letter.
13. Additional funds for groups and organizations already under a multi-year Commitment.
14. Sponsorship request from groups or individuals who are not residing in Swakopmund and events or programs that are not hosted in Swakopmund and not beneficial to the community or economy of Swakopmund.

Mandatory documents to be attached:

1. The total budget or projected cost of the event.
2. A list of all project contributors, or partners and other sponsors/donor.
3. A list of personnel involved in running the project/event with proof of Swakopmund residency (Election voters' card, Municipal water bill etc.)
4. Proof of participation/invitation/registration letter.
5. Proof of grants from other sponsors.
6. Quotation for proposed of sponsorship/donation request.
7. Other documents that may support your application.

Declaration

I hereby declare that all the information I have provided on this application form is true and correct to the best of my knowledge. I understand that by submitting this application form does not mean that the Municipality of Swakopmund will sponsor or donate towards the project/event.

<i>Joel Nambuli</i>	<i>[Signature]</i>	08/03/2025
Name of Applicant	Signature of Applicant	Application Date

11.1.15

REQUEST FOR SPONSORSHIP OF BRANDED GOLF SHIRTS

(C/M 2025/04/29 - 3/15/1/1)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.7** page **82** refers.

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

1. Introduction

Attached is a letter dated **13 February 2025** from Mr Gerson Friedemann Awaseb, the Music Director of the Swakopmund Brass Group. The applicant is requesting a sponsorship of 28x branded golf shirts to the value of **N\$4,991.00** for the group members. The golf shirts will serve as a uniform when the group perform at local and international music events.

2. Background

The Swakopmund Brass Group is a non-profit-making organisation. The band aims to keep youth off the streets and to offer them the opportunity to experience music-making by using brass musical instruments. This activity encourages them through regular rehearsals, concerts and music competitions. They also benefit from making new like-minded friends, acquiring a sense of belonging by being part of the band, and learning how to be part of a team, which in turn greatly helps their development into young adults. The group also takes part in Swakopmund music events. During June/July 2024, the group toured Germany and had various concerts countrywide. The Swakopmund Brass Group serves as ambassadors for Swakopmund and Namibia. The Swakopmund Brass Group performs in churches and at local events. The group also performed at Council's events such as the memorial services held for the late President, Dr H G Geingob (February 2024), at the lighting of the Christmas tree and at the Swakopmund Summer Street Fair during December 2024.

3. Request

Swakopmund Brass Group is a brass music-making academy based in Swakopmund. There are currently 40 students enrolled at the academy. They are planning their 2nd tour to Germany during **June 2025**. Mr G.F. Awaseb is requesting sponsorship of **28x branded golf shirts** for the students to wear when they perform at local and international events. (A quotation from Safe Wear Namibia is attached).

4. Discussion

The item was discussed at the Sponsorship Committee meeting on **25 March 2025**, and it was recommended that the quotation of **N\$ 4,991.00** from Messrs Safe Wear Namibia be accepted.

As proof of acknowledgement, commitment and recognition of the sponsorship, the logo of the Swakopmund Municipality will be embroidered on the left corner of the golf shirts. The funds will be defrayed from the Corporate Services Publicity Vote **150515533000**, where **N\$216 032.91** is available.

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

RESOLVED: (For Condonation by Council)

- (f) That Council approves the request for sponsorship of 28x golf shirts, the value of N\$4,991.00 to the Swakopmund Brass Group.
 - (g) That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000, where N\$216 032.91 is available.
 - (h) That the logo of the Swakopmund Municipality be embroidered on the left corner of the sponsored 28x golf shirts as proof of acknowledgement, commitment and recognition of the sponsorship.
 - (i) That the golf shirts be officially handed over by the Mayor/Councillors at a date to be determined by the Chief Executive Officer.
 - (j) That the wording "*Sponsored by Swakopmund Municipality*" be prominently displayed on the sponsored items.
 - (k) That Council approves the request for sponsorship of 28x golf shirts, the value of N\$4,991.00 to the Swakopmund Brass Group.
 - (l) That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000, where N\$216 032.91 is available.
 - (m) That the logo of the Swakopmund Municipality be embroidered on the left corner of the sponsored 28x golf shirts as proof of acknowledgement, commitment and recognition of the sponsorship.
 - (n) That the golf shirts be officially handed over by the Mayor/Councillors at a date to be determined by the Chief Executive Officer.
 - (o) That the wording "*Sponsored by Swakopmund Municipality*" be prominently displayed on the sponsored items.
-



Swakopmund Brass Band performance in Giessen - Germany - June 2024



Christmas Tree Lighting Ceremony - December 2024



SWAKOPMUND BRASS

P.O.BOX 3450

VINETA / SWAKOMUND

REBUPLIC OF NAMIBIA

CELL +26481 146 3254

EMAIL: gerfried.awa@gmail.com

FERUARY 13, 2025

TO WHOM MAY CONCERN

Dear Sir / Madam

We, the Swakopmund Brass Group (SBG), feel proper to briefly introduce ourselves to you before coming to the crux of our correspondence.

The Swakopmund Brass Group is non-aligned, non- profit making organization who are depending on the donors and public funding. Our aim is to keep the youth out of the streets to keep them occupied and off the streets from social ills.

Here with we appeal to your good office to sponsor us with the T-Shirts to wear when we perform and represent Swakopmund at local and international level.

Attached see the Quotations

Yours Faithfully

Mr. G. F. Awaseb (Music Director Swakopmund Brass Group)



Quotation

Date 22/01/25
Page 1

QU278 598

SAFEWEAR
NAMIBIA cc

SAFE WEAR NAMIBIA CC

P.O. Box 2899
SWAKOPMUND
NAMIBIA

Bill To: CJAN25

CJAN25 JANUARY 2025

Ship To:

Swakopmund Brass Group
P. O. Box 3450
Vineta
SwakopmundDue By
Sales Rep Marline
Payment Terms 0 daysYour Reference
Tax Reference
Tax Exempt NIncl/Excl
clusive

Code	Description	Qty	Unit	Unit Price	Disc%	Tax	Nett Price
GS-LAS-CH-S	Pique Knit Golf Shirt Char/Heather S	18		126.00		340.20	2,268.00
GS-LAS-CH-M	Pique Knit Golf Shirt Char/Heather M	6		126.00		113.40	756.00
GS-LAS-CH-L	Pique Knit Golf Shirt Char/Heather L	2		126.00		37.80	252.00
GS-LAS-CH-XL	Pique Knit Golf Shirt Char/Heather XL	2		140.00		42.00	280.00
P-EMB	Embroidery Done on sleeve	28		28.00		117.60	784.00

QUOTATION VALID FOR 7 DAYS

First National Bank

Acc 62243018109 Branch 280472

Signature: _____
Date: _____PLEASE USE QUOTE OR INVOICE NUMBER
AS PAYMENT REFERENCE

Sub Total	4 340.00
Discount @ 0.00%	0.00
Amount Excl Tax	4 340.00
Tax	951.00
Total	4,991.00



+264 64 410 2218 | SWAKOPMUND.MUNICIPALITY.NA | P.O. Box 51, Swakopmund, Namibia

SPONSORSHIP & DONATION APPLICATION FORM

ALL APPLICATIONS FOR SPONSORSHIP/DONATION MUST BE SUBMITTED AT LEAST 60 DAYS (2 MONTHS) PRIOR TO THE SCHEDULED PROJECT OR EVENT.

Applicant Details			
Name: (Individual/Organization)		Swakopmund Brass Group	
Address: (Full address)		Postal Address	P.O. Box 3450 Wineta / SWK
		Residential or Business Address	
Contact person Details			
Name:		Awaseb Gerson Friedemann	
Position held in Organization:		Music Director	
Cell:		1264 81 1463254	Tel:
Email:		gefried.awa@gmail.com	
Total amount or resources requested			
Amount (N\$)		Resources (List)	
Which sector is your event/request related to?			
Indicate whether there will be entry fee(s) charged, or ticket(s) sold.			
Yes	<input type="checkbox"/>	If yes indicate the Amount	N\$
No	<input type="checkbox"/>		

Project Details (Name and detail of the project, event, or activity)

Swakopmund Brass Group music Training and Public Performance at all the Community and Social events on invitation

How does it contribute to the community's well-being, prosperity and/or sustainability?

Swakopmund Brass has been established to keep unemployed and school going youth out of the street from social ills. It is open to anyone without creed colour, or ethnic. The Swakopmund Brass Group is non-aligned non profit making organisation who takes for the uplifting of SWK. Community in musical knowledge and professional performance.

How does it align with Municipality of Swakopmund values?

We the Swakopmund Brass Group is the ambassador to the City of Swakopmund. We presented the good name of Municipality of Swakopmund in different towns in Germany in June/July 2024.

How will the Municipality of Swakopmund be recognized/benefits for its support?

The municipality can showcase community development, and youth support

NOTE:**Preference is given to individuals/groups/organizations that:**

1. Are non-profit and can demonstrate community support & involvement.
2. Are working for the benefit of a wide range of stakeholders, in particular the youth, women, elderly, and the disabled within the community.
3. Can demonstrate how the money or in-kind donations are to be used and the expected outcome of the project/event.
4. Commit to acknowledging the Municipality of Swakopmund's contribution through the placement of various promotional banners, brochures, posters, and the Municipality of Swakopmund's logo on promotional material/clothing.
5. Commit to providing the Municipality of Swakopmund with letters, photos, and press review, that summarize the outcome and benefits of the project/event, within **30 days**, following the date of the event/project where applicable.

Excursions: Council will **NOT** consider nor support the application for:


1. Individuals, groups, organizations, projects, and other activities outside Namibia, or otherwise motivated.
2. Advertising and promotions, including advertising solicited on behalf of another organization.
3. Membership dues or school fees.
4. Reducing or donating the cost of rates and taxes on the municipal accounts.
5. Churches or other religious groups.
6. Labor or political organization or candidates for public office.
7. Corporate/family picnics and cocktail parties.
8. Fraternal associations.
9. Travel funds for trips, tours, or expeditions.
10. Organizations or programs that are sensitive, controversial, harmful, or pose a potential conflict of interest.
11. Professional fund-raisers working on behalf of an organizations.
12. Generic requests that may have been sent to various organizations - the "To whom it may concern" letter.
13. Additional funds for groups and organizations already under a multi-year Commitment.
14. Sponsorship request from groups or individuals who are not residing in Swakopmund and events or programs that are not hosted in Swakopmund and not beneficial to the community or economy of Swakopmund.

Mandatory documents to be attached:

1. The total budget or projected cost of the event.
2. A list of all project contributors, or partners and other sponsors/donor.
3. A list of personnel involved in running the project/event with proof of Swakopmund residency (Election voters' card, Municipal water bill etc.,)
4. Proof of participation/invitation/registration letter.
5. Proof of grants from other sponsors.
6. Quotation for proposed of sponsorship/donation request.
7. Other documents that may support your application.

Declaration

I hereby declare that all the information I have provided on this application form is true and correct to the best of my knowledge. I understand that by submitting this application form does not mean that the Municipality of Swakopmund will sponsor or donate towards the project/event.

<i>Mr G.F. Awaseb</i>		<i>13 Feb 2025</i>
Name of Applicant	Signature of Applicant	Application Date

11.1.16

**REQUEST FOR APPROVAL TO APPOINT A QUALIFIED SOCIAL WORKER
VOLUNTEER TO FACILITATE SWAKOPMUND AGAINST ALCOHOL AND
DRUG ABUSE (SAADA) ACTION PLANS**

(C/M 2025/04/29 - 11/2/4/3; 18/3/7)

Ordinary Management Committee Meeting of 15 April 2025, Addendum
10.8 page **90** refers.

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

1. INTRODUCTION

This submission is seeking permission from Council to allow the Economic Development Services Development (EDS) to designate a Social Worker Volunteer to oversee the Swakopmund Against Alcohol and Drug Abuse (SAADA) Initiative for a period of one (1) year. SAADA aims to address alcohol, drugs, and substance misuse through community engagement, education, social aid, and support services.

2. BACKGROUND

The SAADA Project was established to disrupt the growing cycle of substance misuse among residents and address psych socioeconomic and community support challenges faced by vulnerable populations in Swakopmund. It provides awareness and education, link support systems, collaborates with stakeholders to tackle root causes, as well as facilitates empowerment programs to improve the well-being of individuals and families in need.

The initiative is currently lacking in expert human resource execution; thus, a Social Worker who can execute the planned interventions and successfully interact with the community will be advantageous. EDS requests authorization to designate a Volunteer Social Worker with the necessary qualifications to carry out this function and guarantee that the initiative achieves its goals.

Ms Plaatjie, a qualified Social Worker, hailed from Swakopmund, studied in Pretoria, South Africa, and upon her study completion, has been working there since. Ms. Plaatjie approached the Municipality of Swakopmund seeking volunteering services in the field of Social Work, hence, this submission.

3. DISCUSSION

The Municipality is dedicated to economic empowerment, social uplift, and community development. The SAADA, being one of the community development initiatives, greatly benefits from the knowledge of social workers, who are essential in empowering vulnerable populations struggling with socio-economic issues.

The volunteer social worker will be responsible for the following:

- *Assess the scope and extent of Alcohol - and Substance misuse, and available support and stakeholder services.*
- *Facilitating empowerment workshops, linking support groups, and linking counseling and treatment services.*

- Organizing stakeholder interactions, project activities, and intervention tactics.
- Providing impact analyses and progress reports in line with local objectives.
- The Municipality will be able to carry out the project efficiently with the help of a volunteer while looking for long-term, sustainable funding for professional employment.

The initiative is purely voluntary. To avoid any potential misunderstandings, the Contractual Agreement will be signed prior to the engagement and will highlight the aspects of remuneration, relationship, supervision, training, termination of contract, Health& Safety, and office space **(a draft is attached for ease of reference)**

It should be noted that the Social Worker Volunteer will operationalize the project but will work together with the SAADA Internal Committee, and will be supervised by the Wellness officer and Community & Youth Development Officer.

4. CONCLUSION

The SAADA Project will greatly improve efforts to combat substance misuse and its socio-economic effects with the appointment of a certified social worker volunteer who can engage with the Swakopmund community. The project will benefit from organized direction, successful interventions, and long-lasting effects by utilizing professional knowledge without any immediate cash commitments. This project is in line with the Municipality's dedication to long-term empowerment, social well-being, and community development. The most vulnerable residents of Swakopmund will benefit from this project, which will also increase community involvement and service delivery. EDS will be able to proceed with the appointment and ensure that the SAADA Project achieves its objectives if this request is granted.

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

RECOMMENDED:

- (a) That Council takes note of the request to appoint a volunteer Social Worker to assist the Economic Development Services department with the facilitation of the Swakopmund Against Alcohol and Drug Abuse Initiatives.**
 - (b) That Council grants approval for the Economic Development Services Department to appoint Ms Nadia Ranvis Plaatje, a qualified Social Worker, to facilitate the SAADA project, voluntarily without any remuneration for a period of one (1) year.**
 - (c) That a comprehensive feedback report be submitted to Council after one (1) year of operation with findings and recommendations for the project.**
 - (d) That Council considers integrating the SAADA initiatives into its broader Social Development Strategies, to ensure community impact and long-term sustainability**
-



Volunteer Appointment

Mr./Ms. _____

Date: _____

P O Box _____

Address/City/Town _____

Namibian ID No.: _____

APPOINTMENT ON A VOLUNTEER BASIS WITH MUNICIPALITY OF SWAKOPMUND

This Volunteer Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ by and between _____ (the "Volunteer"), and Council.

WHEREAS Volunteer wishes to donate their time to the Swakopmund Municipality.
WHEREAS Council would like to accept the Volunteer's service; NOW, the Parties do hereby agree as follows:

VOLUNTEER SERVICES:

Volunteer will be donating time to the Council in the capacity of the following:

(the "Role").

In the Role, the Volunteer will be providing the following services (the "Volunteering Services"):

Volunteer plans to volunteer in the Role of _____ for-----
----- hours each week.

NO WAGES:

Volunteer understands that this role is without wages, a salary, or other benefits. This is an exclusively voluntary role so that the Volunteer may aid Council in the completion of a specified project.

RELATIONSHIP:

Nothing herein shall be taken to establish any partnership, joint venture, agency, or employment relationship. Volunteer is, and at all times will be, a volunteer only. Volunteers shall receive no benefits from the Swakopmund Municipality, such as health insurance, paid vacation, or sick days. The Volunteer shall be responsible for all of the Volunteer's own taxes.

SUPERVISOR:

Volunteer's direct supervisor will be the following: _____ (the "Supervisor"). The Volunteer agrees to follow all directions given by the Supervisor while on the premises. The Volunteer may also be assigned other supervisors, including other volunteers, from time to time.

TRAINING:

The Volunteer may be asked to undergo training for the Organization. The Volunteer understands that such training may be an essential component of being able to volunteer in the Role. The Volunteer agrees to complete such training with the Swakopmund Municipality.

TERMINATION:

This Agreement may be terminated by either party at any time.

HEALTH & SAFETY OF VOLUNTEER

Although the Swakopmund Municipality will endeavour to provide a safe and healthy working environment for the volunteer, any injury sustained while fulfilling volunteering duties will not be covered by the organisation, thus, the municipality shall bear no responsibility in such matters. The volunteer shall abide by the Swakopmund municipality's health and safety regulations while on municipal premises.

GENERAL PROVISIONS:

- a) **GOVERNING LAW:** This Agreement shall be governed in all respects by Namibian law, and both parties consent to the jurisdiction of such.
- b) **LANGUAGE:** All communications made or notices given pursuant to this agreement shall be in the English language.
- c) **AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.
- d) **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

SIGNATURE OF VOLUNTEER WORKER

DATE

**CHIEF EXECUTIVE OFFICER AND/OR
DEPARTMENTAL GENERAL MANAGER****ENQUIRIES:**

Human Capital Offices | HR Practitioners / J 064 - 4104224 & 4104225

11.1.17

REQUEST FOR ANNUAL FINANCIAL CONTRIBUTION TO THE SWAKOPMUND NEIGHBOURHOOD WATCH TO FIGHT CRIME IN SWAKOPMUND

(C/M 2025/04/29 - 9/4/1/10)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.9** page **94** refers.

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

1. INTRODUCTION

This submission is prepared for Council to consider an annual financial contribution to the Swakopmund Neighbourhood Watch (SNHW) in their ongoing crime prevention initiatives in Swakopmund (**see attached email**).

2. BACKGROUND

The Swakopmund Neighbourhood Watch is a community-led initiative focused on assisting the Namibian Police (NAMPOL) in maintaining safety and protecting property across Swakopmund. Driven by dedicated volunteers and community involvement, SNHW undertakes a range of activities, including:

- *Regular patrols, especially during times of heightened risk, to discourage unlawful behaviour.*
- *Close collaboration with law enforcement, particularly NAMPOL and local authority.*
- *Prompt crime reporting and intelligence sharing, serving as the eyes and ears of the community.*
- *Community education and engagement, raising awareness on crime prevention and encouraging resident participation.*
- *Utilization of technology, such as two-way radios, CCTV networks, and messaging platforms, for quick and coordinated responses.*

These efforts mentioned above have significantly contributed to reducing crime levels and building a strong sense of collective responsibility for public safety in Swakopmund.

3. REQUEST FOR DONATION

As mentioned above, the SNHW is a voluntary and non-profit organization, with no regular funding. Its operations are solely sustained through donations from its members and concerned citizens. To ensure that the Swakopmund Neighbourhood Watch continues to operate at its full potential and deliver its vital services effectively, the organization must receive adequate financial support. Given the increasing demands on its resources and the growing complexity of its activities, Council is kindly requested to consider approving an annual financial donation of **N\$120,000.00**.

This funding will enable the SNHW to maintain and enhance its crime prevention efforts, ensuring that it can meet the operational needs associated with its patrols, communications, and community engagement activities. It will support the essential infrastructure required to carry out its work, such as maintaining communication systems and ensuring the regular maintenance of surveillance technology.

Additionally, this funding will help address the rising costs of operational materials, including visibility gear and administrative supplies, which are necessary for the continued effective functioning of the organization. The donation will also provide the resources needed to expand community outreach programs aimed at further educating and involving residents in maintaining a safe environment.

CONCLUSION

The Swakopmund Neighbourhood Watch continues to be a valuable partner in the town's crime prevention efforts. Securing this financial assistance will allow the SNHW to maintain and expand its initiatives, contributing to a safer and more secure environment for all residents.

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

RECOMMENDED:

That Council authorize the allocation of an annual financial contribution of N\$120,000.00 to the Swakopmund Neighbourhood Watch, in recognition of the substantial services they provide to the Swakopmund community.

Melvin Cloete

From: Matthias Henrichsen
Sent: Wednesday, 12 March 2025 1:24 pm
To: Alfeus Benjamin; Annalize Swart
Cc: Heinrich H. Nghidipaya; Suamma Kautondokwa; Erkkie Shitana; Blasius Goraseb; Wilfried Groenewald; Dina Namubes; Shimanda Petrus; David Am-IGabeb; Claus W. Goldbeck
Subject: Potential Sponsorship that could make a big difference in crime

Chief Executive Officer
 Municipality of Swakopmund
 Mr. A Benjamin

Dear Mr. Benjamin,

In our last MC Meeting, MC did quickly discuss the Swakopmund Neighbourhood Watch and the current challenges at hand.

As per the quick discussion I would like to bring forward the request that a Yearly contribution from council is put in Place for the Swakopmund Neighbourhood Watch as council is having in Place for the SPCA.

The reason Council has a Yearly support amount available to the SPCA is due to their service and important role they play by assisting council with Impounding and facilitating animals that are not wanted or removed. Council has the same scenario with the Neighbourhood watch. Council has in the past and current timeline been dependant on their services, which has created the minimal crime rates that we currently have.

The SNW is a concept that needs to be pushed more and is the key to delivering a safe and friendly Swakopmund. The SNHW can be integrated in our system and with their immense setup would be a vital assistance to our current infrastructure of Cctv monitoring systems and 24 hour centre. The SNW could be of vital assistance to help structure additional cctv cameras within Mondesa DRC Wagdar etc and run it all through one channel by having more teams on the ground with the necessary funds for infrastructure etc.

This would not only minimise costs to council to try and replicate the already established system and would be of a more cheaper option than running through different procurements and having to many companies setting up their own infrastructure as pilot projects that council than has to buy for even more expensive prices.

One has to remember that the SNW is a Non profit and their cameras etc are all procured through sponsorships and no funds are used to pay any member or volunteers.

Council would be helping to widen the field of cameras and Infrastructure that would aid to reducing crime and would be of great assistance in making a direct impact in tracing suspects and preventing crime to take place especially by operating more cameras.

The time of trying to battle the cry of the people for a safer environment alone on councils shoulder is not possible anymore. Council will need to hold hands with additional stakeholders that already have the expertise at hand, rather than trying to create our own that will take long costs us a fortune to build from scratch.

I am writing this email for this to be openly discussed and that council can look into a Yearly Sponsorship as for the SPCA for the SNW of N\$120 000.00. Again to be remembered that this is not a payment for members or individuals, rather a sponsorship towards the infrastructure and the operation to be build bigger and brighter to be able to create more arms of neighbourhood watches in Swakopmund and as we can see what they have build up in the past years the system works. We have a 24 station and it is still not operating sufficiently.

11.1.18

REQUEST BY MS ESTER MAGANO KAMULILO TO BE EXEMPTED FROM THE PAYMENT OF DEVELOPMENT COST

(C/M 2025/04/29 - E 7604 M, 15/2/1/2)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.10** page **97** refers.

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

This submission serves to request Council consider the request of Ms. Ester Magano Kamulilo for exemption from payment of the development cost (**Annexure "A"**).

2. BACKGROUND

On **18 November 2024**, Ms Ester Magano Kamulilo applied for the waiver of preemptive right over Erf 7604, Ext 28, Swakopmund, in order to sell her house to a third party. Ms Kamulilo motivated her request due to her safety in the particular area that is in close proximity to the informal settlement areas. Due to the nature of her job as a Case Management Officer at the office of the Labour Commissioner.

Council approved the application for waiver of Erf 7604, Extension 28, Matutura on **27 February 2025**, under item 11.1.25 as follows:

- (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.

3. PRE-EMPTIVE RIGHT

As a control mechanism for beneficiaries not to sell their properties soon after the allocation, a preemptive clause was included in the Tripartite agreement, which Ms Kamulilo signed on **28 August 2021** with NHE and Council. Clause 2.3.1 includes binding conditions which read as follows:

"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 10 (ten) years..."

Therefore, the purchaser (Ms Kamulilo) 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 Council. Hence, the preemptive right over the property was waived even though the 10 years did not lapse. Ms Kamulilo was required to pay the full development cost because of selling her house before the lapsing of the 10-year period.

4. **CURRENT SITUATION**

A letter dated **17 March 2025 (Annexure "A")** was received from Ms. Ester Magano Kamulilo requesting exemption from payment of the development cost. Ms Kamulilo explained that she is not selling her property to make a profit, but due to the prevailing threats she receives daily, she just wants to relocate from Ext. 28 for her safety.

According to Ms Kamulilo, NHE called her at the beginning of 2024 to say that they would assist her by exchanging the current house for another house. The letter is attached as **Annexure "B"**. Upon following up on the matter, she was informed that, unfortunately, the house was sold to another beneficiary.

Therefore, Ms Kamulilo requested not to be penalized for selling her property, but that the matter be seen as an act of protecting herself and her children, and requested Council exempt her from payment of the development cost.

5. **DISCUSSION**

Ms Ester Magano Kamulilo attached the information (**Annexure "C"**) of the third party (Mr Lukas Dumeni and Ms. Trifilie Dumeni) who appears on the Master Waiting List to whom she intends to sell her property. Mr Lukas Dumeni applied on **29 October 2013** under reference number MO 2311 for housing.

Below is an evaluation of whether the Dumeni couple meets the criteria to be considered to buy the erf, as was resolved on **27 April 2023** under item 11.1.31:

<i>The Third-Party Criteria</i>	<i>Do They Comply</i>
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\$ 6000.00 or more</i>	Yes

As can be seen, Mr Lukas Dumeni meets the abovementioned criteria; his name does appear on the Master Waiting List.

6. **PROPOSAL**

It is therefore proposed that Council revoke point (b) of Council resolution taken on **27 February 2025** under item 11.1.25. It is further proposed that Ms. Kamulilo be exempted from the payment of the full development cost of **N\$54,000.00**.

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

RECOMMENDED:

That the request for exemption by Ms Magano Kamulilo from payment of N\$54,000.00 of development cost be declined.

ANNEXURE "A"

Ester M Kamulilo
P O Box 1143
Swakopmund
Namibia

17 March 2025

Municipality of Swakopmund
P O Box 53
Swakopmund
Namibia

Dear Mr. Benjamin

**APPEAL FOR REVOKING OF DONATION – PENALTY TO THE AMOUNT OF
N\$54 000.00 ERF 7604 MATUTURA EXT 28, SWAKOPMUND.**

I am writing this letter to express my concerns regarding a penalty charged as per letter dated 06 March 2025, Ref No 15/2/1/3, E 7604 M noted in connection with the request to lift pre-emptive conditions on my property.

While I understand the municipality's policies, I want to make it categorically clear that I was never informed about a penalty that will be implemented should I opted to sell my property within the 10-year period, nor was it mentioned in the Deed of Sale with NHE, nor was it stipulated in the Deed of Transfer, T5614/2022.

It is important to highlight that I am already facing the loss of first-time homeownership status of because of this request. This imposition of an additional penalty is unconstitutional as it is not anywhere stipulated in the contract that I have signed between me, NHE and Municipality of Swakopmund, this is subjecting me to double jeopardy.

Please take note that I was also given condition to sell my property, such as, the buyer should be a first-time homeowner, he must be in the master waiting list which I believe is for the same beneficial purpose.

And with the above in place, I would like the **Municipality of Swakopmund** to provide me with the **Council Resolution** that was taken to support the revoking of Donation to any MHDP Houses in Swakopmund as well as the Penalties payable.

Also allow me to give a background concerning the sales of this property.

I am not selling my house for the purpose of making profit, but I am selling my house for security reasons. I work as a **Case Management Office** at the **Office of the Labour Commissioner**. We are all aware that this division under the Ministry of Labour is one of the offices that deals with very angry and frustrated people.

My house is situated in DRC where most of my clients are residing's. The fact that I handles their files they assumed that I am involved in decision making which I am not. Most times upon collecting their ruling/awards from my office and it is not in their favour they always remind me of where I stay and some threaten to deal with me outside work because they know where I stay. Unknown people will come knock at my house which I don't open.

I am a woman living alone at times I feel extremely vulnerable because of these types of threats. I had previously inquired with NHE (**annexure A**) about the prospects of receiving a house at Matutura, New Development which I believe to be safer, but was not successful.

It should also be noted that NHE already signed the waiver for the Pre-Emptive Rights as I complied with the requirements as stated by them.

With the above in mind I am humbly requesting the Municipality of Swakopmund to waive the penalty to the amount of N\$54 000.00 as I am in no financial position to be able to honour this commitment and I still want to look for a property to buy in a safer area.

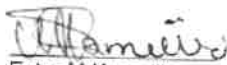
I kindly ask for a reconsideration of this charge, bearing in mind the broader implications of fairness and justice. Your assistance and understanding in this matter would be greatly appreciated.

Lastly I would like to request for an audience with the Council if need be to present my case.

Please do not hesitate to reach out if further details or clarification.

Thank you for your attention to this matter.

Kind Regards



Ester M. Kamulilo
Cell: 0814312114

CC: **Mr. Haingura**
Mr Kruger
Ms Ramos
Councillors
Mr Tjikune

ANNEXURE "B"

Ester Magano Kamulilo
P O Box 1142
Cell: +264 81 431 2114/ 064-429701
Swakopmund

18/11/2024

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. But for the following reasons, I respectfully ask that the Councilor's of Municipality of Swakopmund to waive the ten-year preemptive right:

My home, which is in DRC, was purchased in October 2018. I work as a case management 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 resides 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 ruling/awards they will remind me of where I stay and some threaten do 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. I had previously inquired with NHE (see annexure A) about the prospect of receiving a house in the other matutura, 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. Albert 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 here 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).

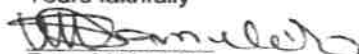
NHE sent the evaluator, and after the evaluation was completed, I was advised to put in a request in case that I am in having someone but the person should be on the waiting list. I did as I was advised (Annexure C).

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 A

Ester Magano Kamutiso
PO Box 1143
Swakopmund
12 April 2023

The Regional Manager
NHE Walvis bay
Att: Mr. Donald Tjikune

Re: Request for relocation from ERF 7804 Matutura-Swakopmund municipal area

Dear Mr Tjikune

I bought my house in November 2018. On the day I went to sign the contract, we first attended the information session at NHE boardroom, more question were raised about the shacks that surrounds the house. We were however assured by the late Kawela "May his soul Rest in Peace" NHE official that municipality has indicated to NHE that all the shacks were illegally erected meaning they were just temporal and municipality was busy re-allocating the people to a new location which is now "baagdard".

However 5 years later more shacks has been erected and Municipality have assured them and it is also in the newspaper that all the people in DRC will be given ownership for the land we were told that it was illegally occupied..

I work for the Office of the Labour Commissioner, whereby I deal with cases that are being registered on a daily bases, however I am being threatened that they know where I reside and make sure that they will deal with me since they know my house, this mostly happen if cases are not in their favour. Most of my clients residing in DRC and it's a very big challenge for me as I fear for my life and my house.

I am a single lady staying on my own and really feel unsafe due to the influx of people daily. I also travel a lot with work, so I must rely on finding someone to come and stay at my house whereby sometimes I don't get and I have to leave it alone.

It's against this background that I am requesting your office to consider my plea and relocate me from Matutura ERF 7804: Extension 28 to the newly built houses (current project) at the other side of Matutura. I am ready for any cost involved and to sign for any required papers.

I would really appreciate if you kindly accept my request for relocation. Should you require further information I can be contacted at this 084-429701 office number or +264814312114.

Yours Sincerely



Ester Kamulilo

The Regional Manager
NHE Walvisbay

24 June 2021

RE: ER 7604 SWAKOPMUND - REQUEST TO SELL MHDP HOUSE

Dear Mr Tjkune

Refer to my previous communication to be relocated to the newly constructed MHDP houses that did not take place, I herewith would like to formally inform NHE that I have no other option but to sell the house back to NHE to the next person on the waiting list for the amount of **NS\$625 000.00**

If the valuation amount of NHE is less than the said amount I am willing to sell it back to NHE for the valuated amount.

The reasons for selling remains the same as the circumstances to stay here is just increasing with more and more "illegal structures" being put up, and the fact most of the our clients reside in DRC.

I wish to add that this was not an easy decision as obtaining a home through the MHDP Scheme was one of my biggest achievements however I must consider my safety.

Thank you



Ester Magano Kamulilo
Cell + + 264 81 4312114

The Regional Manager
NHE Walvisbay

02 September 2024

RE: ERF 7604 SWAKOPMUND - REQUEST TO SELL MHDP HOUSE TO LUKAS
SHOTETE IYALOO DUMENI & TRIFILIE DUMENI FOR AN AMOUNT OF N\$550.00.

Dear Mr Tjikune

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 NHE to Lukas Shotete Iyaloo ID: 85042410635 & Trifilie Dumeni ID 8710100716. Mr. Lukas is on the NHE waiting list.

Mr. Lukas and his wife will be financed on by First National Bank.

The majority of our clients live in the DRC, 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 MHDP Scheme, but I also had to think about my safety.

Thank you



Ester Magano Kamulilo
Cell ++264 81 4312114

The Regional Manager
NHE Walvisbay

29 July 2024

RE: ER 7604 SWAKOPMUND - REQUEST TO SELL MHDP HOUSE TO TEOLINA PAULUS

Dear Mr Tjokne

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 NHE to Teolina Paulus ID: 94083100672. She works as a nurse at the state hospital in Swakopmund and is on the NHE waiting list.

I'm hoping that NHE would take her into account because she is prepared with her paperwork and will be eligible for the evaluation amount. This, in my opinion, will aid in accelerating the process.

The majority of our clients live in the DRC, thus the reasons for selling are 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 MHDP Scheme, but I also had to think about my safety.

Thank you


Ester Magano Kamulilo
Cell ++ 264 81 4312114

FIRSTSTRAND BANK TRANSMISSION REPORT

Annexure E

Account Number 3000003623003

GENERAL FILE INFORMATION

File Reference
 Operator Code
 Date Received 27/09/2024 11:01:01
 Client Branch ID
 Work Branch ID
 Client Ref 3000003623003
 Work Ref
 Message number 27

BOND INFORMATION

Registration Number 645/86328/06/2024
 Account Name Mr Lukas S I Dumeni Mrs Trifile Mangudu
 Registration Amount 590000
 Income Percentage 0
 Loan Amt to Propert % 0
 Collateral required Amount 0
 Total Loan Amount 0
 Loan Amount 590000
 Loan Type NAMIBIA CUSTOMER HOME LOAN
 Branch Security Amount 0
 Re-Advance Amount 0
 Surety Amount 0
 Additional Amount 0
 Principal Debt 0
 Total Finance Charge 0
 Total Instalment Amount 6705.8
 Further Additional Amount 0
 Total Insured Amount 438135
 Registration Cost 0
 Assessment Fee 0
 Initiation Fee 9500
 Monthly Admin Fee 64
 Bond duty 0
 Total Assurance Amount 0
 Insurance Premium 0
 Term 240
 Transferring Attorney DR WEDER, KAUTA & HOVEKA
 Instalment Amount 1 0
 Instalment Amount 2 0
 Instalment Amount 3 0
 Home Loan Guarantee Cover 0
 Region name PO BOX 2150. WINDHOEK
 English Region Address 1 2ND FLOOR
 Date Completed 27/09/2024
 Commitment Amount 0
 Home Loan Office User FNB Dealmaking
 Estimated Insurance Premium 0
 Current Balance 0
 Interest Rate 12.25
 Weight Average Rate 0
 Home Loans Protection Amou 0
 Total Finance Charge Amoun 0
 Average % Rate when split 8 0
 Misc Cost Amount 0
 Duty Payable on the Transfer 0

Transfer Fee	0
Discount % given on Transfer	0
Registration Cost Paid by	CLIENT TO PAY
Initiation Fee Paid by	CLIENT TO PAY
Transfer Attorney Tel Number	NULL
Applicable Interest Rate	HOME LOAN BASE RATE 12.25%
Transfer Fee Paid By	CLIENT TO PAY
Docs Returned Address 1	PARKSIDE
Docs Returned Address 2	2ND FLOOR
Docs Returned Address 3	130 INDEPENDENCE AVENUE, WINDHOEK
Principal Amount	599500.00
Total Number of Applications	1
Total Rate Percentage	0
Rate Plus Percentage	0
Rate Less Percentage	0
Amount Assured	0

PROPERTY INFORMATION

Property Description	ERF 7604 SWAKOPMUND (EXTENSION 28), NAMIBIA.
Property Type	Conventional
Complex Name	null
Purchase Amount	590000
Seller Name	null
Street Address	0

MORTGAGOR INFORMATION

Title	Mr
IDenty/Registration No.	85042410635
Marital Status	C
Business Tel No.	0644109111
Cellphone No.	0813074295
First Name	Lukas Shotete Iyaloo
Mortgagor Name	Mr Lukas S I Dumeni
Surname	Dumeni
Title	Mrs
IDenty/Registration No.	87101100716
Marital Status	C
Cellphone No.	0813637949
First Name	Trifilie
Mortgagor Name	Mrs Trifilie Mangudu
Surname	Mangudu

APPLICATION CONDITIONS

	9794
	A
Application Condition	1
	4
	0

COMPLEX CONDITIONS

	9795
	C
Complex Condition	1
	SHOULD THE CUSTOMER AT ANY TIME HEREAFTER REQUEST A VALUATION OF THE PROPERTY, THE COSTS RELATING TO SUCH VALUATION OF THE PROPERTY SHALL BE FOR THE CUSTOMER'S OWN EXPENSE.
	4
	1
	9796

Complex Condition	C	
	2	
		EARLY SETTLEMENT FEE: THREE (3) MONTH'S EARLY SETTLEMENT INTERESTS WILL BE CHARGED UNCONDITIONALLY, ON THE OUTSTANDING BALANCE IF THE BOND IS CANCELLED WITHIN THREE YEARS FROM THE REGISTRATION DATE OF ABOVEMENTIONED MORTGAGE BONDS. ABOVEMENTIONED FEE WILL BE WAIVED UPON RECEIPT OF THREE (3) MONTHS WRITTEN NOTICE OF INTENTION OF SELLING PROPERTY. IF NO NOTICE IS FILED WITHIN THIS PERIOD, THE EARLY SETTLEMENT INTEREST WILL BE CHARGED AND ANY REQUEST TO WAIVE THE EARLY SETTLEMENT INTEREST WILL NOT BE ENTERTAINED UNDER ANY CIRCUMSTANCES.
	4	
Complex Condition	2	
	9797	
	C	
	3	WHERE THE LENDER'S ATTORNEY IS INSTRUCTED PURSUANT TO A PROPERTY TRANSACTION WHEREBY IMMOVABLE PROPERTY SOLD OUT OF A COMPANY / CC AND SUCH IMMOVABLE PROPERTY FORMS THE PRIMARY ASSET OF THE COMPANY OR CC, THEN THE LENDER'S ATTORNEY MUST ENSURE THAT THE RELEVANT SPECIAL RESOLUTION IN TERMS OF SECTIONS 112 AND 115 OF THE NEW COMPANIES ACT, 28 OF 2004/ SECTION 46 OF THE CLOSE CORPORATION ACT, IS PRESENT AND VALID PRIOR TO COMMENCEMENT WITH THE REGISTRATION AND OR CANCELLATION OF A MORTGAGE BOND OVER THE IMMOVABLE PROPERTY.
Complex Condition	4	
	3	
	9798	
	C	
Complex Condition	4	
		A MINIMUM PERIOD OF 7 (SEVEN) BUSINESS DAYS IS REQUIRED FOR THE CLEARING PERIOD OF DEPOSITS TO THE BOND ACCOUNT UNLESS OTHERWISE AUTHORISED BY THE BANK.
	4	
	4	
Complex Condition	9799	
	C	
	5	SHOULD THE BOND REGISTRATION BE DELAYED FOR A PERIOD OF 12 MONTHS FROM THE APPROVAL DATE, THE LENDER RESERVES THE RIGHT TO RE-ASSESS THE CUSTOMER'S APPLICATION AND REQUEST UPDATED EMPLOYMENT AND/OR INCOME AND/OR OTHER DOCUMENTATION AS MAY BE REQUIRED BY THE LENDER.
	4	
Complex Condition	5	
	9800	
	C	
	6	THE PROVISIONS OF THE FINANCIAL INTELLIGENCE ACT

	<p>NUMBER 13 OF 2012 PRESCRIBES THAT THE ATTORNEY FIRM IS DEFINED AS AN ACCOUNTABLE INSTITUTION IN TERMS OF THE ACT AND THE PROVISIONS OF THE ACT MUST THEREFORE BE ADHERED TO BY THE ATTORNEY FIRM AND ITS REPRESENTATIVE CONVEYANCER AS WELL AS THE LENDER.</p> <p>4</p> <p>6</p> <p>9801</p> <p>C</p>
Complex Condition	<p>7</p> <p>THE LENDER SHALL BE ENTITLED TO REVIEW AND/OR CANCEL THIS AGREEMENT PRIOR TO THE REGISTRATION OF THE BOND IN THE EVENT OF: (A) THE BOND NOT HAVING BEEN REGISTERED WITHIN A REASONABLE TIME, PROVIDED THAT THE LENDER SHALL FIRST MAKE WRITTEN DEMAND THAT THE BOND BE REGISTERED WITHIN THE PERIOD STIPULATED BY THE LENDER; AND/OR (B) THE CUSTOMER'S FINANCIAL POSITION HAVING DETERIORATED SUBSTANTIALLY UPON THE REASONABLE REASSESSMENT BY THE LENDER AND/OR (C) ANY NEW OR PREVIOUSLY UNDISCLOSED FACT(S) MATERIALLY INFLUENCING THE CUSTOMER'S FINANCIAL POSITION EMERGE. THE LENDER SHALL BE ENTITLED TO REASSESS THE CUSTOMER'S FINANCIAL POSITION AT THE LENDER'S DISCRETION AND THE CUSTOMER AUTHORISES THE LENDER, TO THE EXTENT THAT IT MAY BE NECESSARY, TO ACCESS CONFIDENTIAL INFORMATION FOR SUCH PURPOSE AND TO SUPPLY THE LENDER WITH ANY INFORMATION AND/OR DOCUMENTATION REQUESTED BY THE LENDER THAT MAY BE NECESSARY FOR SUCH REASSESSMENT.</p> <p>4</p> <p>7</p> <p>9802</p> <p>C</p>
Complex Condition	<p>8</p> <p>THE CUSTOMER'S INTEREST RATE IN TERMS OF THE AGREEMENT IS 0.00% ABOVE THE HOME LOAN LENDING RATE OF 12.25% P.A. AS PUBLICLY QUOTED FROM TIME TO TIME. THIS IS A VARIABLE INTEREST RATE AND WILL CHANGE IN LINE WITH THE MOVEMENT OF THE HOME LOAN LENDING RATE.</p> <p>4</p> <p>8</p> <p>9803</p> <p>C</p>
Complex Condition	<p>9</p> <p>HOUSE OWNERS INSURANCE TO BE ARRANGED BEFORE DATE OF REGISTRATION WHICH SHOULD INCLUDE RIOT/STRIKE COVER (NASRIA)</p> <p>4</p> <p>9</p> <p>9804</p> <p>C</p>
Complex Condition	<p>10</p> <p>INSURANCE COVER TO THE SATISFACTION OF THE LENDER OVER THE PROPERTY FOR THE FULL REPLACEMENT VALUE IS REQUIRED FROM THE DATE</p>

Annexure F

CERTIFICATE**APPLICATION FOR CANCELLATION OF A PRE-EMPTIVE RIGHT**

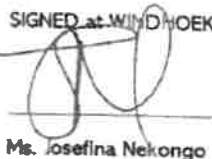
I, the undersigned, JOSEFINA NEKONGO in my capacity as of the NATIONAL HOUSING ENTERPRISE, duly authorised by a resolution dated 08 May 2018, approved by and as such acting for and on behalf of the National Housing Enterprise (Established in terms of Act No. 5 of 1993),

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 SWAKOPMUND, 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



Ms. Josefina Nekongo

Manager: Legal Services, Compliance & Risk / Company Secretary

Witness:

1. 

2. 

ON WHICH THE RISK PASSES TO THE CUSTOMER. THE CUSTOMER HAS THE RIGHT TO WAIVE A POLICY PROPOSED BY THE LENDER AND SUBSTITUTE A POLICY OF THEIR OWN CHOICE SUBJECT TO THE POLICY CONTENT RECEIVING PRIOR APPROVAL BY THE LENDER.

4

10

9805

C

11

Complex Condition

IT IS A CONDITION OF THIS AGREEMENT THAT THE CUSTOMER/S OBTAIN AND MAINTAIN LIFE ASSURANCE TO THE SATISFACTION OF THE LENDER, FOR THE DURATION OF THIS AGREEMENT, COVERING THE CUSTOMER'S PRINCIPAL DEBT AMOUNT. FOR THIS PURPOSE, THE LENDER PROPOSES A POLICY OF CREDIT ASSURANCE, WHICH WILL COVER THE OUTSTANDING BALANCE. SHOULD THE CUSTOMER EXERCISE THE RIGHT TO SUBSTITUTE THE PROPOSED POLICY WITH A POLICY OF THE CUSTOMER'S OWN CHOICE, SUCH POLICY IS SUBJECT TO THE LENDER'S APPROVAL AND MUST BE CEDED TO THE LENDER FOR THE DURATION OF THE AGREEMENT. WHERE THE CUSTOMER OPTS TO CEDE AN EXISTING POLICY FOR THIS PURPOSE, THEN SUCH CESSION MUST BE ACCEPTED AND SUCCESSFULLY RECORDED BY THE LENDER.

4

11

ANNEXURE "C"

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	Swaikopmund	29/10/2013	MO 2036	number not reachable 18.12.21
9148	Individual	Lukas		Dumort	married	Male	Land & House	Swaikopmund	29/10/2013	MO 2034	not available yet
9149	Individual	Jalobisi	Johannes	Elsah	Single	Male	Land & House	Swaikopmund	29/10/2013	MO 2037	number not reachable 18.12.21
9150	Individual	Monsie		Ella	Single	Female	Land & House	Swaikopmund	29/10/2013	MO 2042	number not reachable 18.12.21
9151	Individual	Gert		Everson	Single	Male	Land & House	Swaikopmund	29/10/2013	MO 2035	number not reachable 18.12.21
9152	Individual	Mervin		Fisch	Single	Male	Land & House	Swaikopmund	29/10/2013	MO 2046	number not reachable 18.12.21
9153	Individual	Phaluk	Mweno	Francisco	Single	Male	Land & House	Swaikopmund	29/10/2013	MO 2048	number not reachable 18.12.21
9154	Individual	Ezeshu	Tingene	Francisco	Single	Male	Land & House	Swaikopmund	29/10/2013	MO 2053	number not reachable 18.12.21
9155	Individual	Julitta	Toungeliba	Gabriel	Single	Female	Land & House	Swaikopmund	29/10/2013	MO 2047	number not reachable 18.12.21
9156	Individual	Mercia	Art	Galegoz	Single	Female	Land & House	Swaikopmund	29/10/2013	MO 2052	number not reachable 18.12.21
9157	Individual	Christoffine		Gairhart	Single	Female	Land & House	Swaikopmund	29/10/2013	MO 2061	number not reachable 18.12.21
9158	Individual	Rosita	Rosita	Gammas	Married	Female	Land & House	Swaikopmund	29/10/2013	MO 2068	number not reachable 18.12.21
9159	Individual	Selma	N/A	Gaccio	Married	Female	Land & House	Swaikopmund	29/10/2013	MO 2124	number not reachable 18.12.21

11.1.19

PROPOSALS PRESENTATIONS IN RESPECT OF THE EXPRESSION OF INTEREST FOR THE MANAGEMENT OF SWAKOPMUND EMERGENCY SHELTER

(C/M 2025/04/29 - T 610)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.11** page **117** refers.

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

1. INTRODUCTION

This item is submitted to the Management Committee to grant an audience for seven (7) organisations to present their proposals (**Annexure "A"**) for the management of the Emergency Shelter on Erf 610, Tamariskia. All 7 organisations were invited to present their proposals and confirmed attendance.

2. BACKGROUND

Council on **14 November 2024**, while discussing the above matter, resolved, among others, under item 11.1.1.

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

3. Considering the above, the following applicants were invited to give presentations of their project proposals during the Special Management Committee Meeting:

- Makhulu Investment cc is a registered business and proposes a partnership with Lindsay Ackerman for social services.
- Anne's Home Community Centre
- Uni-Health / SAAPA registered Non-profit Association under Section 21
- Healing Wound Association registered Non-profit association incorporated under Section 21
- Esra Nest Education Foundation is a registered Non-profit Association Incorporated under Section 21
- Gospel Mission Church
- Coastal Community Youth Faculty is a registered Non-profit Association Incorporated under Section 21

4. It is proposed that the Emergency Shelter, being Council's property, offers a fifty percent (50%) subsidy on water consumption, rate, and taxes.

5. The successful organization will be offered a leasing period of 9 years and 11 months with close performance monitoring and would be subject to cancellation in case of breach of contract.
6. The lessee will be required to manage all day-to-day maintenance, staffing, remunerations, beddings, meals, and security services.

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

RECOMMENDED:

- (a) That Council take note of the presentation for the Management of Swakopmund Emergency Shelter on Erf 610, Tamariskia.
 - (b) That the item be referred back for for the Economic Development and Services department to do evaluation and summarize the presentations based on the criteria determined by Council.
 - (c) That the evaluation considers among others approaches to the following key aspects namely, gender based violence, handling of street kinds , drug and alcohol abuse, homeless and fire victims
 - (d) That in addition to point © above operation capacity be considered in terms of experience and track record, approach and mythology, staffing & capacity, financial proposal, monitoring and evaluation, community integration, legal compliance and alignment with municipal goals.
 - (e) That the successful lessee be responsible for all day-to-day maintenance, staffing, remuneration, beddings, meals and security services.
-

11.1.20

FEEDBACK REPORT: REGIONAL CONSULTATION FOR INPUTS ON THE URBAN LAND REFORM, PROGRAMMES AND STRATEGY DEVELOPMENT HELD IN KEETMANSHOOP FROM THE 27TH TO 28TH MARCH 2025
(C/M 2025/04/29 - 9/2/1)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.13** page **121** refers.

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

Purpose

The purpose of this submission is for the Management Committee to take cognizance of the recently concluded Regional Consultations for the Urban Land Policy, Programs, and Strategies, which took place in Keetmanshoop during 27-28 March 2025.

Introduction

The consultative event was initiated to address policy resolutions from the 2nd National Land Conference. These resolutions emphasized reforming urban land delivery systems to improve accessibility and remove barriers to distribution. KAMAU Town Planning and Development Specialists undertook the scripting of the Urban Land Policy, Programs and Strategies at the behest of the Ministry of Urban and Rural Development (MURD).

The policy integrates six thematic strategies, including fast-tracking land acquisition, enhancing land delivery systems, and promoting youth access to land. Additionally, nineteen programs such as urban land information system development, land acquisition financing, and expedited delivery processes were proposed.

Upon devising and formulating a draft document, a call was made to the various local authorities and regional councils soliciting inputs to the draft document circulated for the same purpose. In heeding this call, the Council delegated, as per MURD's request, the Manager of Town Planning and Manager for Properties and Management, Mr. John Heita and Mr. Mahne Kruger, respectively, for the same purpose.

During the event, representatives from local authorities reviewed and provided feedback on the Urban Land Policy (ULP), which has four primary objectives:

1. *Improving Land Accessibility*
2. *Upgrading Informal Settlements*
3. *Creating Wealth*
4. *Ensuring Sustainable Urban Development*

Discussion

The regional consultations addressed various concerns highlighted by the stakeholders during the two-day session. Key discussions included concerns about radical changes that could disrupt urban land delivery processes, such as the proposal to reduce erf sizes to 150m², believed to limit beneficiaries' future development opportunities, consequently, a minimum of 200m² has been suggested instead. Additionally, the proposed policy's alignment with existing legal frameworks was highlighted as a critical need to avoid potential contradictions.

Key Issues Identified.

The following concerns were raised by stakeholders regarding the proposed ULP:

- **Minimum Erf Size:** The proposed reduction to 150 square meters is deemed too restrictive for property development; 200m² could be the preferred alternative.
- **Funding Implications:** Concessions on endowment funds may diminish critical revenue sources for local authorities.
- **Transaction Processes:** Excluding conveyancers might impair the operational efficiency of land transactions.
- **Capacity Concerns:** Local authority staffing may be insufficient for handling additional conveyancing responsibilities.
- **Youth Engagement:** Further investigation into youth involvement in land servicing is necessary.
- **Gated Communities:** The Risk of fueling segregation through such developments was noted.
- **Low-Cost Housing:** Stakeholders emphasized that government agencies, not private developers, should manage these initiatives.

In conclusion, this report serves as a resource for decision-makers, providing an account of the event, its outcomes, and potential future actions. The consultants acknowledged the concerns raised and committed to incorporating the feedback into the draft policy. Delegates are set to attend a validation session tentatively scheduled for the 28th & 29th April 2025.

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

RECOMMENDED:

- (a) That Council takes cognizance of the event of Regional Consultations for the Urban Land Policy, Programs, and Strategies in Keetmanshoop, which took place from the 27th -28th March 2025, attended by the Manager: Town Planning and the Manager: Properties and Housing.
 - (b) That the Council takes further cognizance of the impending validation process tentatively slated for the 28th -29th April 2025, in Windhoek.
-

11.1.21

**REQUEST FOR ACCOMMODATION SPONSORSHIP FOR BIKERS-4-BIBLES
CHARITY RIDERS & SUPPORT TEAM**

(C/M 2025/04/29 - 15/2/7/1/2)

**Ordinary Management Committee Meeting of 15 April 2025, Addendum
10.14 page 123 refers.****A. This item was submitted to the Management Committee for consideration:****1. Introduction**

This submission serves to seek approval from the Swakopmund Municipal Council for the sponsorship of accommodation for the Bikers-4-Bibles Charity Riders and their support team. The request is for lodging at the municipal bungalows for twenty-five (25) individuals over two (2) nights, from 4 - 6 April 2025. This initiative is in partnership with the Bible Society of Namibia and aims to provide community outreach services, including the distribution of food parcels and Bibles, as well as counseling services in Swakopmund, Henties Bay, and Walvis Bay.

2. Background

The Bikers-4-Bibles initiative is an annual outreach event dedicated to community service through the distribution of essential items and spiritual guidance. The event has been successfully conducted for the past two years in different regions, impacting vulnerable communities. The 2025 outreach will be the third edition and is set to focus on communities along the coastal towns, with Swakopmund being a key location.

This initiative is in partnership with the Bible Society of Namibia and aims to provide community outreach services, including the distribution of food parcels and Bibles, as well as counselling services in Swakopmund, Henties Bay, and Walvis Bay.

As part of the initiative, the organizers have requested accommodation support from the Swakopmund Municipality as part of a collaborative effort to enhance social responsibility and uplift the local communities. Additionally, they have extended an invitation to His Worship, the Mayor, to welcome the bikers on arrival and participate in the outreach program in Mondesa.

3. Discussion

The request for accommodation at the Swakopmund municipal bungalows aligns with the municipality's commitment to social welfare, religious inclusivity, and community engagement. The initiative provides a platform to assist disadvantaged individuals by addressing both their material and spiritual needs.

The costs for the Municipal Rest Camp to host twenty-five (25) people during that period amount to **N\$ 9,030.00 (refer to the quotation attached)**. Thus, EDS proposes a **20% discount on the accommodation fees** in support of the initiative.

4. Conclusion

The Bikers-4-Bibles outreach presents a meaningful opportunity for the Swakopmund Municipality to contribute to a charitable initiative that aligns with its social development goals. Granting the accommodation sponsorship will not only facilitate a successful outreach event but will also foster goodwill between the municipality and community organizations.

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

RECOMMENDED:

- (a) That Council takes note of the request from the Bikers-4-Bibles Charity Riders and their support team for sponsorship of accommodation at the Swakopmund Municipal Bungalows for 25 individuals from 4 to 6 April 2025.
 - (b) That a 20% discount on accommodation fees be granted to support the outreach initiative, that is, a total accommodation cost of N\$9030.00, which amounts to a discount of N\$1,806.00, reducing the payable amount to N\$7,224.00.
 - (c) That the Mayor extends a formal welcome to the Bikers-4-Bibles team on their arrival on 4 April 2025.
-



1346, Ahalla Street

PO BOX 3449

Eisenheim, Windhoek

Cell: +26481 240 0268

Tel: +26461 304910 sidney.boois@law-school.de

CC / 2018 / 04728

Friday, March 07, 2024

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

Dear Mr. Benjamin,

**REQUEST FOR ACCOMMODATION AT SWAKOPMUND MUNICIPAL BUNGALOWS
FOR BIKERS-4-BIBLES CHARITY RIDERS & SUPPORT TEAM**

The subject matter, has reference

We are pleased to inform your good office, that our 3RD Bikers-4-Bibles outreach in partnership with the Bible Society of Namibia, will take place over the weekend of 04-06 April 2025 to the coastal towns of Swakopmund, Hentiesbay and Walvisbay. Activities would include among others distribution of both food parcels and bibles to identified communities and counselling services as well.

In view of the above, we request for sponsorship of accommodation for about 25 people at your municipal bungalows for two (2) nights as part of our partnership. Furthermore, we request His Worship the Mayor, to welcome the Bikers on Friday, 04 April 2025 (time will be communicated) and join the outreach team as well on Sunday, 06 April 2025 during the Mondesa community outreach. Detailed program will be shared in due course.

For any additional information, kindly contact me at 0812400268 and or email: sidney.boois@law-school.de

Best regards,

A handwritten signature in blue ink, appearing to read "SIDNEY BOOIS".

SIDNEY BOOIS (PRP)
SPEAKER, COACH & TRAINER

Cc: Cllr. Blaaius Goraseb
Mayor of Swakopmund Town

Swakopmund Municipality Bungalows**Cnr Hendrik Witbooi & Swakop st, Swakopmund, Namibia**

Phone: +264(64) 4104618/9 / +264(64) 4104621

Fax: +264(64) 4104130 E-mail: restcamp@swkmun.com.na

Tax Reg. No: VAT 0687546-01-5



Economic Development Services

skathenai@swkmun.com.na**Booking Confirmation**

Date	24 Mar 2025 15:54
Booking	214454.1
Reference	
Status	Provisional
Tax Number	
Staff	Lisa Alweendo
	1 of 2

Accounts: [6208903][214454.GM] Economic Development Services

Detail	Inclusive
Accommodation: 214454.1, SMB DUNES, 2 days @ N\$803.00 per day	N\$1 808.00
Guest: Economic Development Services	
Tariff: Standard Guest Rate	
Unit: 4FLAT69	
Room list:	
4 Apr 2025 -- 6 Apr 2025, Adults: 4, Children: 0	
Accommodation: 214454.2, SMB DUNES, 2 days @ N\$803.00 per day	N\$1 808.00
Guest: Economic Development Services	
Tariff: Standard Guest Rate	
Unit: 4FLAT80	
Room list:	
4 Apr 2025 -- 6 Apr 2025, Adults: 4, Children: 0	
Accommodation: 214454.3, SMB DUNES, 2 days @ N\$803.00 per day	N\$1 808.00
Guest: Economic Development Services	
Tariff: Standard Guest Rate	
Unit: 4FLAT81	
Room list:	
4 Apr 2025 -- 6 Apr 2025, Adults: 4, Children: 0	
Accommodation: 214454.4, SMB DUNES, 2 days @ N\$803.00 per day	N\$1 808.00
Guest: Economic Development Services	
Tariff: Standard Guest Rate	
Unit: 4FLAT82	
Room list:	
4 Apr 2025 -- 6 Apr 2025, Adults: 4, Children: 0	
Accommodation: 214454.5, SMB DUNES, 2 days @ N\$803.00 per day	N\$1 808.00
Guest: Economic Development Services	
Tariff: Standard Guest Rate	
Unit: 4FLAT83	
Room list:	
4 Apr 2025 -- 6 Apr 2025, Adults: 4, Children: 0	
Deposit schedule: 214454.1	
N\$803.00 by 17 Mar 2025	
Deposit schedule: 214454.2	
N\$803.00 by 17 Mar 2025	
Deposit schedule: 214454.3	
N\$803.00 by 17 Mar 2025	
Deposit schedule: 214454.4	
N\$803.00 by 17 Mar 2025	
Deposit schedule: 214454.5	
N\$803.00 by 17 Mar 2025	
	N\$8 038.00

VERY IMPORTANT:

1. Please read our Booking conditions.
2. Full payment is required for all reservations upon arrival.
3. A compulsory key deposit is payable in cash upon arrival;
 - N\$200.00- Fish, Gecko, Dunes, Welwitschia & Spitzkoppe Resthouses
 - N\$300.00- Brandberg & Moon Valley Resthouses

The key deposit is refundable in cash upon check-out: CHECK OUT TIME IS 18:00
4. Please take note of the deposit due date. Bookings will be deemed cancelled if no payment is received before or on that date.
5. In order to guarantee your reservation you have to fax/email your proof of payment with the NAME and BOOKING NUMBER clearly indicated.
6. Prices are subject to change without prior notice..
7. Cancellation rules :

+30 days before arrival	10% of booking value shall be forfeited
30-15 days before arrival	25% of booking value shall be forfeited
14-8 days before arrival	50% of booking value shall be forfeited
7-4 days before arrival	75% of booking value shall be forfeited
3-0 days before arrival	100% of booking value shall be forfeited
No Show	100% of booking value shall be forfeited
Early check-out	100% of credit on booking shall be forfeited
8. In cases of death, serious illnesses or circumstances beyond the client's control which might result in cancellation or early check-out a 10% Cancellation Fee is applicable
9. Office Hours: 7H00 - 22H00

BANKING DETAILS:

Municipality of Swakopmund (Bungalows)
 Account Number 62249603516
 First National Bank (NAMIBIA)
 Bank Code: 280472

11.1.22

**FEEDBACK REGARDING THE REGISTRATION OF HOUSEHOLDS IN
EXTENSION 14, MONDESA**

(C/M 2025/04/29 - 15/2/1/2)

Ordinary Management Committee Meeting of 15 April 2025, Addendum
10.15 page **128** refers.

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

The purpose of this submission is to inform Council on the progress of registration of households in Extension 14, Mondesa ("Airport Location"). Attached as **Annexure "A"** is a locality map plus a list of all 313 erven with different zonings.

2. BACKGROUND

On **14 June 2024**, Portion 184 was proclaimed as Extension 14, Mondesa, at the Deeds Office through the conveyance of Conradie Incorporated (**Annexure B**).

The aforementioned extension is not serviced, the sole utility currently available is communal taps, without individual connections to residential erven.

Extension 14, Mondesa, is presently characterized by informal settlements located along the railway and airport perimeter (**Annexure C**). To facilitate informed planning and development, the Housing Section initiated a project to enumerate all households occupying the erven within Extension 14, Mondesa.

Trans Namib Informed Council about the potential public safety hazards arising from encroachments on the railway reserve within Extension 14, Mondesa. This communication was initiated by a letter dated **06 December 2024 (Annexure D)**.

Transnamib subsequently reiterated their concerns and emphasized the associated risks of these encroachments in a follow-up letter dated **10 May 2024 (Annexure E)**.

In response, the Housing Section issued a formal reply to Trans Namib, dated **24 June 2024 (Annexure F)**.

On **14 October 2024**, three enumerators were appointed. Their mandate was to conduct a comprehensive census of the location, quantifying the resident population and collecting detailed socio-economic data to inform future planning initiatives.

3. DISCUSSION

On **14 October 2024**, the Housing Section commenced with the registration process and enumeration of all households in Extension 14, Mondesa. the socio-economic data and the number of households in Extension 14, Mondesa, are recorded to plan for the relocation and allocation of erven. Every household that is enumerated is issued with the original registration form, while a copy remains in the registration book for

record and audit purposes. An electronic database is also created to record data of the enumeration.

3.1. Occupation

There are 313 erven in Extension 14, Mondesa, zoned for different land uses, of which all 313 are currently occupied by 1223 households. As indicated in the table below, there are 304 Single residential erven. The Transnamib Servitude Area (along the railway) is occupied by 172 households.

Land Use Table	
Single Residential	304
Public Open Space	3
General Residential	3
Institutional	2
Light industry	1

It has been observed that the illegal erection of dwellings or structures is a prevalent practice within informal settlements. Therefore, it is imperative that Council resolution **11.1.16(h)**, passed on **4 June 2024**, be implemented and enforced as directed.

3.2. Registration

With the assistance of the committee members, each household in Extension 14, Mondesa, was visited for registration. Registration notices were placed at strategic gathering points, issued to committee leaders for distribution, and placed under the doors where occupants were absent (**Annexure G**). Neighbours were also requested to inform those who were not found at the households.

	Total Number
Total number of erven in Extension 14	313
Number of erven occupied by households	313/313
Total number of households	1657
Number of households registered	1395/1657
Number of households registered under the Trans Namib servitude	172//1657
Number of households yet to be registered	262/1657

Below are some of the reasons why some households are not registered despite many visits and other strategies that were implemented:

- There are unoccupied structures in the area, making it difficult to trace the owners.
- Some occupants are out of town, either for vacation or with employment, e.g., at sea.
- Some structures are erected by possible speculators, who wish to lease them out.

3.3. Challenges experienced during registration, and proposed remedies

No	CHALLENGES	REMEDIES
1	Unclear boundaries of erven occupied by the informal	Acquired aerial maps from the Engineering & Planning Services Department to overlay the latest

	structures, making it difficult to establish which Erf is occupied by the structures.	aerial images to be used for mapping during enumerations.
2	Occupants who are out of town for vacation or employment.	Occupants in Extension 14, Mondesa, have been accorded an opportunity to register their households since 14 October 2024, and there are still 262 unregistered households despite efforts from Council. The Airport Committee representing the community also assisted. Therefore, a decision is required to remove the unoccupied shacks.

3.4. Income and affordability assessment

The survey determined the socio-economic status of the households. Registered households were required to provide proof of income, i.e., either a payslip or bank statements of 3 months. To differentiate the financial status in this submission, income is categorised into high income (those that earn N\$ 6,001.00 and above), middle income (earn between N\$ 3,001.00 – N\$ 6,000.00), and low-income (those earning N\$ 3,000 and below).

Description	Extension 14
Registered households that provided proof of income	427/1395
- High income (N\$6001.00 - above)	121
- Middle Income (N\$3001.00 - N\$6000.00)	176
- Low income (N\$3000.00 - less)	130
Subtotal of households that provided proof of income	427
Unemployed	295/1395
Persons with Disabilities (2 provided proof of grant)	8/1395
Not stated whether employed or not	49/1395
Number of registered households that did not provide proof of income	616/1395
Subtotal of households that did not provide proof of income	968
Total number of registered households	1395/1657
Unregistered structures	262/1657

The data reveal a significant portion of the registered households, 128 out of 1395, are classified as low-income, and a substantial number, 295, are unemployed. Additionally, 616 households did not provide proof of income, which could indicate further financial vulnerability. This highlights a critical challenge in the relocation process and option to purchase residential erven: The combined data points highlight a serious affordability challenge. The high number of low-income and unemployed households, including the significant number of those who did not provide proof of income, indicates that a large portion of the Extension 14 occupants may struggle to meet the financial demands of relocation and the purchase of residential erven. The costs associated with these

processes, including land servicing, transfer fees, and potential construction costs, could be prohibitive for these households.

To address the affordability concerns, a payment plan should be developed, or subsidised land should be provided specifically for low-income households. This would ensure that the relocation process and the possibility to purchase erven in Extension 14, Mondesa, is equitable and accessible to all residents of Extension 14, regardless of their financial status. Such a plan could include:

- **Phased payment options:** *Allowing low-income households to pay the purchase price of erven in instalments over an extended period.*
- **Subsidised land:** *Should Council be responsible for installing services in Extension 14, Mondesa. Council should consider subsidizing 50% of the land acquisition cost, with the beneficiaries responsible for the remaining 50%. This initiative aims to enhance affordability and promote equitable access to land ownership within the community.*
- **Partnerships with financial institutions:** *Exploring collaborations to offer low-interest loans or microfinance options.*
- **Seeking Central Government Funding:** *Recognizing the substantial investment required for land servicing to make erven genuinely affordable for low-income residents, Council should actively pursue financial assistance from the central government. Specifically, a request should be made to the Ministry of Urban and Rural Development to avail funds towards the land servicing costs in Extension 14, Mondesa. This would significantly reduce the financial burden on the low-income-earning households and enable them to participate meaningfully in the relocation and purchase process.*

If low-income earners are unable to acquire erven within Extension 14, Mondesa, it is proposed that they be prioritized for relocation to the Northern Wedge upon its availability. This measure aims to ensure inclusivity and facilitate homeownership for those facing financial constraints. Implementing these measures would not only alleviate the financial burden on vulnerable households but also contribute to a smoother and more inclusive allocation and relocation process.

4. **PROPOSAL**

It is proposed that all 172 households in the Transnamib Servitude area be relocated to various General Residential erven in Ext 42, Swakopmund, specifically Erf 10832, Erf 10829, Erf 10828, Erf 10827, Erf 10822, to ensure public safety and prevent accidents. Consequently, the efficient operation of the railway services will be guaranteed. The aforesaid is proposed considering that the planned reception area at Northern Wedge extensions, which is designated to accommodate informal occupants, is not yet ready for occupation.

All 1223 households in Extension 14, Mondesa, occupying residential erven will be allowed to purchase the erven they are currently occupying, contingent upon individual affordability. Registrations of households in Extension 14, Mondesa have been ongoing since **14 October 2024**, and there are still 262

unregistered households despite the effort from the office, hence it is proposed to acquire a Court Order and demolish the unregistered households, should they still not be registered by the time of relocation.

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

RECOMMENDED:

- (a) That Council takes note of the feedback on the registration of households in Extension 14, Mondesa "Airport Side".
 - (b) That all 172 households in Extension 14, Mondesa, that reside in the Transnamib Servitude area be relocated to clear encroachments on the railway reserve by ensuring the safety of all occupants in Extension 14, Mondesa.
 - (c) That Council prioritize the preparation of the Northern Wedge extensions reception area to expedite the relocation process.
 - (d) That the registered households in Extension 14, Mondesa, be informed at least 3 months in advance about the relocation in order to be prepared for the activity.
 - (e) That all 1,223 households in Extension 14, Mondesa, occupying residential erven be allowed to purchase the erven they are currently occupying, contingent upon individual affordability.
 - (f) That a payment plan, or subsidised land, be created for low-income households to ensure affordability.
 - (g) That should there are still unregistered households by the time of relocation, all necessary steps should be taken to remove the unoccupied structures in Extension 14, Mondesa, and be stored at Council's stores to assist future fire victims.
 - (h) That Council resolution 11.1.16(h), passed on 4 June 2024, be implemented and enforced as directed. "That signboards be designed and erected at all informal areas, cautioning occupiers from leasing structures and clarifying the penalties for non-compliance."
 - (i) That the General Manager - Engineering & Planning Services should ensure the implementation of recommendations (c) & (h) above.
-

11.1.23

APPOINTMENT OF SPORT & RECREATION OFFICER AS THE REGIONAL CO-ORDINATOR FOR THE ERONGO REGION FOR NAMIBIA LOCAL AUTHORITY SPORT AND RECREATION ASSOCIATION (NALASRA)

(C/M 2025/04/29 - 13/6/3)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.16** page **148** refers.

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

Attached hereto is a letter (**ANNEXURE "A"**) received from Mr. Daniel A Mouton - President of **FOR NAMIBIA LOCAL AUTHORITY SPORT AND RECREATION ASSOCIATION (NARASLA)** informing Council that Mr. Engelhardt Bonnie Oaseb - the Sport and Recreation Officer, has been nominated and appointed to serve NALASRA as the Regional Coordinator for the Erongo Region.

He is expected to serve in the position until another regional coordinator will be elected, next year during the elective congress of NALASRA. The venue for the elective congress will be announced after the 14th edition of NALASRA Games of Katima Mulilo.

All Councils are requested to afford and assist their respective officials in their responsibilities and travels when so required by NALASRA.

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

RECOMMENDED:

- (a) That Council takes note of the appointment of Mr. Engelhardt Bonnie Oaseb as the Erongo Regional Coordinator of NALASRA.
- (b) That permission be granted to Mr. E B Oaseb to attend the games as the acting Regional Coordinator.
- (c) The Sport and Recreation Officer (Mr. E B Oaseb) be given special leave days to travel to Katima Mulilo for his assigned NALASRA duties for the duration of 25-30 May 2025.
- (d) That permission be granted for the use of an official vehicle.
- (e) That the cost amounting travelling and attending to matters of NALASRA by the Sport and Recreation Officer be defrayed from the EDS Conference Vote: 450015505500, where N\$9,512.53 is available.

ANNEXURE "A"



NAMIBIAN LOCAL AUTHORITY SPORTS AND RECREATION ASSOCIATION (NALASRA)

P.O. BOX 59

WINDHOEK

TEL: +264 61 209 2616

CELL: +264 81 129 6322

OFFICE OF PRESIDENT

Enquiries: Secretary-General - Mr. G van Wyk 061 290 2616/0811296322-Gert.VanWyk@windhoekcc.org.na/
Deputy Secretary General - Cornelius Tjivahe 081 125 5458, corrytjivahe@gmail.com

The Chief Executive Officer
The Honorable Mayor
Chairman of the Management Committee
Chairman of the Swakopmund Sports Club
SWAKOPMUND MUNICIPALITY
NAMIBIA

01 April 2025

Dear Sir/Madam

RE: APPOINTMENT AS REGIONAL COORDINATOR: MR ENGELHARDT BONNIE OASEB

It is with my humble honor to address this letter to your Office and Council regarding the subject matter.

NALASRA, who is the sole responsible association for Local Authorities in Namibia to host the annual games, with the view in enhancing employee's wellness has a National Executive Committee (NEC) and Regional Coordinators (RC's) in the 14 Regions of Namibia.

The utilization of Regional Coordinators in the 14 Regions serves as an extension of NALASRA NEC mandate to its members. Regional Coordinators are appointed out of the Regions on a rotational basis with the aim in getting all towns involve in the operations and management of the NALASRA activities.

The next NALASRA Games will be hosted in the town of Katima Mulilo, in the Zambezi Region, from the 25 May 2025 to 30th May 2025 which will also serve as our 14th edition of the games with the theme: "ENHANCING WELLNESS THROUGH PHYSICAL ACTIVITIES".

The position of Erongo Regional Coordinator became vacant due to the resignation of Mr. Jason Simon, from the Omaruru Municipality. It is important that each region should have a Regional Coordinator to assist The NEC with the distribution of communication and coordination of other events.

President: Mr. Daniel A Mouton; Vice – President: Mr. Penda Kashinakumwa; Secretary General: Mr. Gert van Wyk;
Deputy Secretary – General: Mr. C Tjivahe Treasurer: Mr. Heinrich Mukuve; Deputy Treasurer: Ms. Loide Elago
Additional Members: Mr. Piet Andreki; Ms. Annalisa Koresa – Jeremia; Ms. Theophiline Mack; Mr. Rachilius Gowaseb; Ms. H Kaseto

It is against this background that the association is addressing this letter to your council to inform you that Mr. Engelhardt Bonnie Oaseb has been nominated and appointed as the Erongo Regional Coordinator for the remainder of the period of the NEC term.

Your Council is kindly requested to afford and assist Mr. Oaseb in his responsibilities and travels when so required by NALASRA.

It is the wish of my office that approval be granted for the abovementioned Regional Coordinator, to attend all important events and meeting where so required.

Your usual cooperation in this regard will be appreciated.

Yours in Sports and Wellness.



Mr. Daniel A Mouton
President: NALASRA

G0040-Financial Information - Summary and Detail



Total

V.A.T

Strct

Budget

Comm

N-Upd

Purch

More

Year: 2425 Account: 450015505500
 CONFERENCE EXPENSES

Opening Balance: 0.00

M	Month	Budget	Movement	Difference	Adj :
<input type="checkbox"/>	Jul	12500.00	26382.00	-13882.00	
<input type="checkbox"/>	Aug	12500.00	32420.00	-19920.00	
<input type="checkbox"/>	Sep	12500.00	0.00	12500.00	
<input type="checkbox"/>	Oct	12500.00	15753.50	-3253.50	
<input type="checkbox"/>	Nov	12500.00	4500.00	8000.00	
<input type="checkbox"/>	Dec	11071.43	1200.00	9871.43	
<input type="checkbox"/>	Jan	11071.43	40031.97	-28960.54	
<input type="checkbox"/>	Feb	11071.43	9200.00	1871.43	
<input type="checkbox"/>	Mar	11071.43	400.00	10671.43	
<input type="checkbox"/>	Apr	11071.43	0.00	11071.43	
<input type="checkbox"/>	May	11071.43	0.00	11071.43	
<input type="checkbox"/>	Jun	11071.42	0.00	11071.42	
TOTAL:		140000.00	129887.47	10112.53	

Approved: 150000
 Additional: -10000
TOTAL: 140000

Budget

Commitments	
Issue Requisitions:	0.00
Purchase Requisitions:	0.00
Purchase Orders:	600.00
Standing Payments:	0.00
Other:	0.00
Jobs:	0.00
TOTAL:	600.00

Actual: 129887.47
 Not Updated: 0.00
TOTAL: 129887.47
BALANCE: 9512.53

Movement

OK

Home

Quit

11.1.24

REQUEST FOR PERMISSION TO ATTEND THE 6TH PARTNERSHIP CONFERENCE BETWEEN MUNICIPALITIES FROM GERMANY AND SUB-SAHARAN AFRICA

(C/M 2025/04/29 - 9/2/1)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.17** page **152** refers.

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

This submission is a formal request for Council to grant permission to attend the 6th Partnership Conference between Municipalities from Germany and Sub-Saharan Africa, in Giessen, Germany, during September 2025.

1. Background

On **06 June 2024**, Council resolved under item 11.1.24 as follows:

- (a) *That permission be granted for the following officials to attend the 4th SDG Networking meeting of the German-Namibian Municipal Partnerships in Berlin, Germany, from 19-21 June 2024 and attended a partnership network meeting in Giessen from 22 - 29 June 2024:*
 - Mr A Benjamin
 - Mr R Ujaha
 - Ms A Gebhardt
- (b) *That it be noted that the 4th SDG Networking meeting of the German-Namibian Municipal Partnerships is fully funded, but Council will be responsible for the subsistence and travelling allowances of the officials during that period (as per the Policy on Travelling, Accommodation & Subsistence).*
- (c) *That shuttle services be used to transport the officials to and from the Hosea Kutako International Airport, (Windhoek).*
- (d) *That Council be responsible for the payment of the visas and shuttle services for the officials, which will be refunded by the sponsors upon proof of invoice.*
- (e) *That special leave be granted to the officials for the purpose of travel to obtain from visa application and when travelling to Germany during June 2024.*
- (f) *That Council take note of the Nakopa Project, and the contract be submitted to the Management Committee for endorsement.*
- (g) *That the activity schedule and project report be submitted to the Management Committee regularly.*

2. Invitation to attend the 6th Partnership Conference between Municipalities from Germany and Sub-Saharan Africa, in Giessen, Germany - 8-11 September 2025

The German Federal Ministry for Economic Cooperation and Development (BMZ) founded Engagement Global in 2012 as a non-profit company to promote the engagement of citizens, civil society and to contribute to the

further development of municipal development co-operation. The services that Engagement Global offers include, among others, the Service Agency Communities in One World (SKEW) in Germany. This agency aims to strengthen and facilitate municipal partnerships and provide municipalities from Germany and from countries in the South with a platform for dialogue that enables them to exchange experiences and jointly develop local solutions to global issues.

The Mayor of Swakopmund will co-host the conference with the Mayor of Mubende (Uganda) and the Lord Mayor of Giessen (host partnerships). The Giessen-Swakopmund Partnership aims towards the achievement of the following Sustainable Development Goals (SDGs);

SDG 4: Quality Education, SDG 9: Industry, Innovation and infrastructure, SDG 11: Sustainable Cities and Communities and SDG 17: Partnerships for the goals.

Ms Janina Brendel, the project coordinator for Local Development Cooperation, forwarded a proposal to the sponsors SKEW, BMZ, and Engagement Global, seeking funding for the Swakopmund Municipal delegation to attend the *6th Partnership Conference between Municipalities from Germany and Sub-Saharan Africa, in Giessen*. The conference and network meeting are scheduled to take place from **8-15 September 2025**, in Giessen, Germany.

The following three officials were extended invitations to participate in the 6th Partnership Conference between Municipalities from Germany and Sub-Saharan Africa, in Giessen:

- (a) **Cllr B Goraseb** – in his capacity as the Mayor of Swakopmund. The Mayor of Swakopmund and the Lord Mayor of Giessen will co-host the partnerships at the conference.
- (b) **Mr C McClune** – in his capacity as General Manager: Engineering Services & Town Planning, is likely to possess a comprehensive understanding of the city planning and infrastructure objectives during the conference. Additionally, this opportunity will allow him to make his inaugural visit to the partner municipality of Giessen.
- (c) **Ms A Gebhardt** – in her role as the project coordinator for the Giessen-Swakopmund partnership, aims to assess the projects executed.

After the conference, the Swakopmund Municipal officials will have the opportunity for working meetings and workshops with their Giessen partners. This engagement is scheduled from **12-15 September 2025**.

Departure to Germany is planned for Saturday, **6 September 2025**, from the Hosea Kutako International Airport, Windhoek.

3. Cost implications

The officials must apply for visas at the German Embassy in Windhoek; therefore, permission should be granted to them to travel with an official vehicle to Windhoek and back, to obtain their visas (*booking and appointment are not yet confirmed*). In order to cut transportation costs for fuel to and from Windhoek, the officials will make use of shuttle services to

travel to the Hosea Kutako International Airport (Windhoek) and back, when traveling to Germany. Council will be responsible for the payment of the visas and shuttle services, but the expenses will be refunded by the sponsors (SKEW) upon submission of the invoices.

It is also requested that special leave be granted for the relevant periods, and subsistence and travelling allowances will be paid to the officials for travel to Windhoek. The visit to Germany is fully sponsored, but subsistence and travelling allowances are payable to the officials, in line with the Policy on Travelling, Accommodation & Subsistence, which will be as follows:

Item	Lunch Tarif (3x400,00)	Overnight Allowance (6x1000,00)	Accommodation (6x1000,00)	Transport cost (N\$5.00/km)	Total
Overnight allowance in Windhoek (N\$2000.00) for three persons	N\$1200.00	N\$2000.00 N\$2000.00 N\$2000.00	N\$2000.00 N\$2000.00 N\$2000.00	-	N\$13,400.00
Overnight allowance visiting beyond SADC (N\$2100.00 per day) x9 For three persons	0	N\$18,900.00 N\$18,900.00 N\$18,900.00	- - -	-	N\$ 56,700.00
TOTAL EXPENDITURE ON SUBSISTENCE COSTS				-	N\$70,100.00

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

RECOMMENDED:

- (a) That permission be granted for the following officials to attend the 6th Partnership Conference between Municipalities from Germany and Sub-Saharan Africa, 8-11 September 2025, and attend the partnership network meeting in Giessen from 12-15 September 2025:
 - Mayor
 - Mr C McClune
 - Ms A Gebhardt
- (b) That it be noted that the 6th Partnership Conference between Municipalities from Germany and Sub-Saharan Africa is fully funded, but Council will be responsible for the subsistence and travelling allowances of the officials during that period (as per the Policy on Travelling, Accommodation & Subsistence).
- (c) That shuttle services be used to transport the officials to and from the Hosea Kutako International Airport, (Windhoek).
- (d) That Council be responsible for the payment of the visas and shuttle services for the officials, which will be refunded by the sponsors upon proof of invoice.
- (e) That special leave be granted to the officials to travel to and from Windhoek for visa application and when travelling to Germany during September 2025.
- (f) That feedback be submitted to the Management Committee.

11.1.25

APPLICATION BY MS L MWESHINDANGE FOR WAIVER OF THE PRE-EMPTIVE RIGHT OVER ERF 2077, MATUTURA, EXTENSION 10

(C/M 2025/04/29 - E 2077 M)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.18** page **155** 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. Loide Ndelimona Mwashindange to waive the pre-emptive right registered over Erf 2077, Matutura, Extension 10 to sell it to a third party. Attached as **Annexure "A"** is a locality map, measuring 336 m² and the photo of the house in question.

2. BACKGROUND

Erf 2077, Matutura was sold to Ms Mwashindange, whereupon she signed the Home Loan Sales Agreement with NHE on **07 March 2018**. **Annexure "B"** is a copy of the first and last page of the signed Mass Housing Home Loan Sales Agreement. A Tripartite Agreement (**Annexure "C", copy of first and last page**) regulates the transfer of the Erf from Council to the purchaser. The transfer attorneys, Conradie and Damaseb Incorporated, on **09 October 2020**, confirmed the transfer of ownership (**Annexure "D"**).

3. PRE-EMPTIVE RIGHT

As per the Tripartite agreement signed by the last party on **22 July 2019** (**Annexure "C"**) entered into between Ms. Mwashindange, 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 a period for the 10 (ten) years 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 Council.

5. CURRENT SITUATION

A letter dated **03 March 2024** (**Annexure "E"**) was received from Ms. Mwashindange requesting Council to waive the pre-emptive right in order that she can sell Erf 2077, Matutura, Extension 10 to Elina Nankali Titus (the third party). In the same letter, Ms. Mwashindange has acknowledged the pre-emptive clause over the property that will only expire on **09 October 2030**. However, she has expressed that she is unable to keep up with the bills due to her husband's unemployment status, making it difficult for the family to survive on a single salary. She further shared that she even went as far as selling her car in an attempt to pay off the mortgage bond.

As Ms Mwashindange intends to sell Erf 2077, Matutura to Ms Elina Titus who does not appear on the Master Waiting List but declared (**Annexure "F"**) that she is a first-time homeowner and resides in Swakopmund.

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 has 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 of Urban and Rural Development has recently indicated that greater emphasis will 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**

Below is an evaluation whether Ms Titus meets the criteria to be considered to buy the erf:

<i>The Third-Party Criteria</i>	<i>Do They Comply</i>
5. <i>He or she must be on the Master Waiting List</i>	No
6. <i>Must reside in Swakopmund</i>	Yes
7. <i>Must be a first-time homeowner</i>	Yes
8. <i>Must earn at least N\$6000.00 or more</i>	Yes

Ms Titus meets the abovementioned criteria; but does not appear on the Master Waiting List. The pre-approval from Ms Titus indicates that she qualifies for **N\$ 1 200 377.78**. The valuation of the land currently stands at **N\$60 000.00 (Annexure "G")**. The house was sold for N\$ 510 350.00 and Ms Mwashindange sells it for N\$ 1 000 000.00 as per their signed agreement (Offer to Purchase), attached as **Annexure "H"**

Approving the waiver of the pre-emptive right would result in Ms Mwashindange 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 Mwashindange will therefore not honor the binding conditions as stipulated in the Tri-Partite Agreement due to the reasons mentioned above.

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, on **11 November 2024** under item 11.1.21 and on **27 February 2024** under item 11.1.25 attached as (**Annexure "I"**).

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. Ms Mwashindange intends to sell at a purchase price of **N\$1 000 000.00** as per their agreement.

The current municipal land value for Erf 2077, Matutura is **N\$60,000.00**. The owner paid **N\$510,350.00** for the house, the seller is therefore required to refund **N\$60,000.00** to Council to waive its Pre-Emptive right to sell Erf 2077, Matutura, Extension 8.

9. **PROPOSAL**

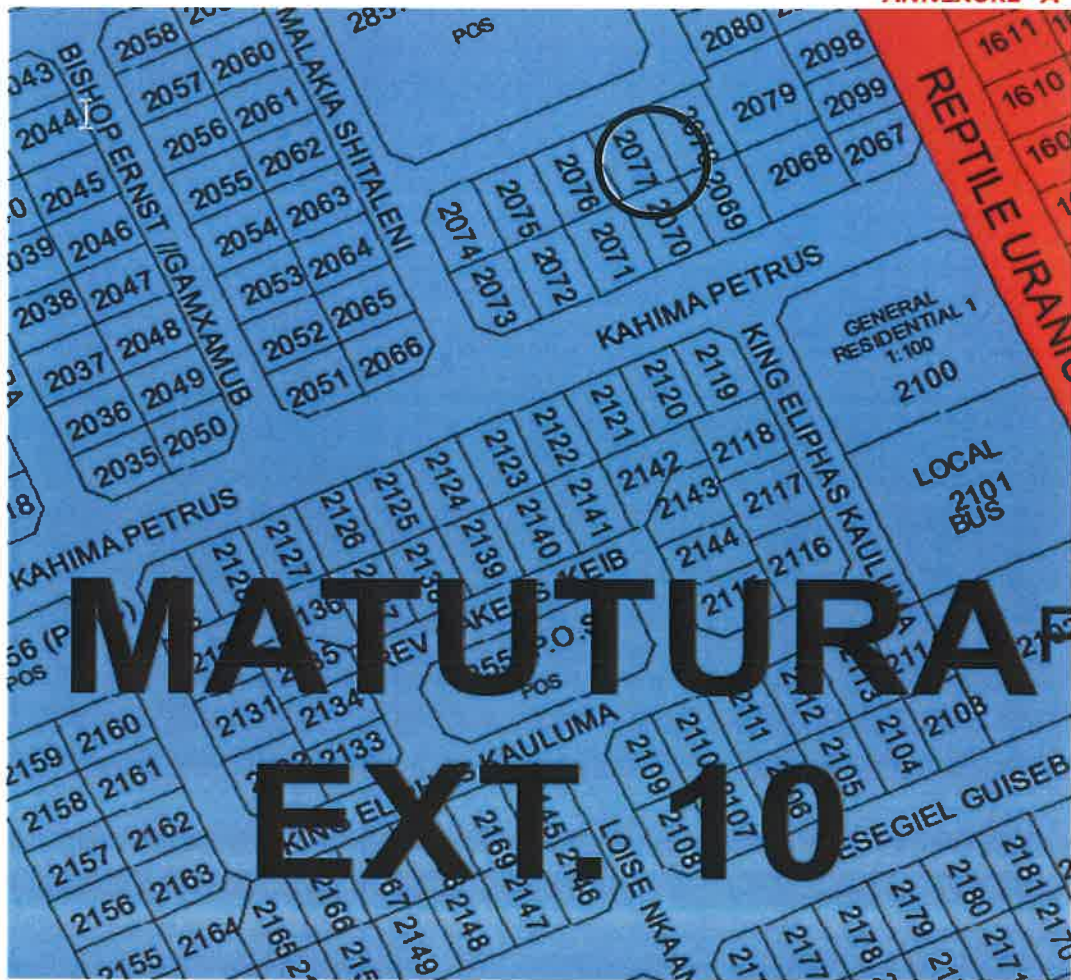
It is therefore proposed that Council waives the pre-emptive right of 10-year restriction over Erf 2077, Matutura, Extension 10 to enable Ms. Mwashindange to sell the said erf to Ms Titus. It is further proposed that the sale be approved on condition that Ms. Mwashindange reimburse Council with the full development cost of **N\$60,000.00** 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. Mwashindange to sell the property to Ms Titus.

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

RECOMMENDED:

- (a) **That Council approves the application of Ms Loide N Mwashindange by waiving the 10-year restriction over Erf 2077, Matutura, Extension 10 to sell the said erf to Ms Elina N Titus.**
 - (b) **That the donation of Erf 2077, Matutura, be revoked and that Ms. Mwashindange be requested to pay Council back the land value, which is N\$60,000.00.**
 - (c) **That Ministerial consent be obtained to allow Ms Mwashindange to sell Erf 2077, Matutura, Extension 10, to the third party, Ms Titus.**
 - (d) **That Ms Mwashindange 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.**
-

ANNEXURE "A"



ANNEXURE "E"

LOIDE NDELIMONA MWASHINDANGE

P.O. Box 4441 Swakopmund vineta, | [+264811433866] | [ndelimona90@gmail.com]



03/03/2025]

Mr Alfeus Benjamin]
Chief Executive officer
Swakopmund Municipality]
P.O. Box 53
Swakopmund]

Dear Sir

[I hereby writing to your good office requesting for council to waive its pre-emptive right over my property, ERF no 2077 Malakia Shitaleni, Matutura. I am aware in terms of clause of the Deed of transfer that one can not sell this houses within a period of ten years. It's for this record I hereby submit my request to you and the council's for your assistance to allow me to sell my property to a third parties who's having a great interest in my property.

Reason for selling (Is that I am unable to keep up with the bills any more since my husband is unemployed at the moment and it has become so difficult to survive on one salary. I'm fully aware of 10 years clause..It was for this reason, we sold all our cars to pay off the mortgage hoping that the daily bills will be better but still.

I humbly request your support and conciliation to allow the sale of this property soonest to a third party with a pre-approval. I will attach all documents for your consideration. The property in question is situated at ERF 2077 Matutura, Malakia Shitaleni street Ext 10, DEED OF TRANSFER NO T 6325/2020.

Your agency's assistance in this regard is highly appreciated and please feel no hesitation to contact me on my above mentioned details.

Sincerely

LOIDE N Mwashindange

SWORN STATEMENT/AFFIRMED STATEMENT

SURNAME Titus FULLNAME Elinor Nankali
 ID NO 901020 00301
 SEX Female AGE 34 OCCUPATION Teacher
 HOME ADDRESS FIP 4234 NHE Mondesa CELL/TEL 0813801121
 BUSINESS ADDRESS Min of Education Westside High CELL/TEL 0813147336
 MY HOME LANGUAGE Oshwambo BUT I DECLARE IN ENGLISH.

I hereby declare that I am residing in Swakopmund and working in Swakopmund. I have never owned a property before and I am currently renting at the above mentioned address.

I KNOW AND UNDERSTAND THE CONTENTS OF THIS DECLARATION, I HAVE NO OBJECTION TO TAKING THE PRESCRIBED OATH, I CONSIDER THE PRESCRIBED OATH AS BINDING ON MY CONSCIENCE

PLACE Mondesa

DATE 19.03.2025

TIME 15 h 17

Elinor
SIGNATURE

I CERTIFY THAT THE DEPONENT ACKNOWLEDGE THAT HE/SHE KNOW AND UNDERSTAND THE CONTENT OF THIS DECLARATION WHICH WAS READ THROUGH, SWORN TO AND SIGNED IN MY PRESENCE AT MONDESA ON THIS 19 DAY OF March 2025 AT ABOUT 15 h 17

19 MAR 2025

19 MAR 2025

19 MAR 2025

Amosetto M. Witte
COMMISSIONER OF OATH

NAME: Amosetto M. Witte

RANK: Chief Constable

FORCE NO: 028010

ADDRESS: Mondesa Police Station

TEL: 064415007



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

MUNICIPAL VALUATION CERTIFICATE

DESCRIPTION OF PROPERTY:

CERTAIN ERF / ERVEN : 2077 MATUTURA

The above erf / erven belongs to : LN MWASHINDANGE
P O BOX 4775
VINETA

It is hereby certified that the municipal valuation in respect of the abovementioned erf / erven is / are as follows:

SITE: 336 m ² :	N\$	60 000.00
IMPROVEMENTS	N\$	240 000.00

H INARUSEB
GENERAL MANAGER: FINANCE

AS AT 18/03/2025



ANNEXURE "H"

OFFER TO PURCHASE

WHICH CONSTITUTES A DEED OF SALE WHEN ACCEPTED BY THE SELLER

Made and entered into by and between

**Jacobs Amupolo**
Lawyers & ConveyancersFull Name(s): Titus Elina NankaliNamibian Identity Number or Date of Birth: 90102000301Address: Erf 4234 Jozef Hacheng NHC P O Box 23517 WHKTel: _____ Cell: 0823147336 Married (Yes or No): NO

(If married, please provide detail of marriage. Marriage in community of property or Non-Namibian marriage - both spouses must complete and sign) Hereinafter referred to as the "PURCHASER"

AND

Full Name(s): LOIDE NDELIMONA MWASHINDANGENamibian Identity Number or Date of Birth: 90031600581Address: 2077 Matutura P O Box 4441 vineta swakopTel: _____ Cell: 0811433866 Married (Yes or No): Yes

(If married, please provide detail of marriage. Marriage in community of property or Non-Namibian marriage - both spouses must complete and sign) Hereinafter referred to as the "SELLER"

The parties warrant that they are duly authorised to act and bind themselves personally for due performance of all obligations, this warrant is also applicable in the event of the parties signing on behalf of a legal entity. The provisions of this Agreement have been settled by prior negotiation; each party has been free to secure independent legal and financial advice prior to entering into this Agreement and accept full responsibility for doing so. Persons making use of this Agreement in any way whatsoever do so on their own risk and accept full responsibility for doing so. Authors, publishers and Waiters Namibia (PTY) Ltd are not liable for any losses (directly or indirectly), correctness, completeness or adequacy in any way or manner, inclusive but not limited to wrongful or fraudulent use of the Agreement. The rule of construction that, in the event of ambiguity, interpretation or any liability shall be against the party responsible for drafting, does not apply. The parties shall not be entitled to sell, cede, assign or make over any of the rights in terms hereof. Once completed and duly signed this offer will become a binding deed of sale for immovable property, subject to the possible suspensive conditions contained herein. In this Agreement, words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the female and words importing persons shall include bodies corporate. The PURCHASER hereby offer to buy the below-mentioned property from the SELLER subject to the following terms and conditions.

1. PROPERTY

The PURCHASER hereby offers to purchase from the SELLER the property described as Certain Erf (or Unit) Number _____ situated in the township (or sectional title development scheme) of _____ within the Municipality of _____, Measuring _____ Square Metres and Held by Deed of (Sectional) Transfer no T _____ (the Title). Subject to all the terms and conditions as may be stipulated in the Title, together with all improvements, fixtures and fittings of a permanent nature such as electrical light fittings and fitted carpets. In the case of the property sold hereby being a sectional title unit, it includes the undivided share in the common property, and the Exclusive Use Area/s as may be applicable in terms of the Rules or indicated on the Title and shall be subject to levies and Body Corporate membership, management and rules. Upon becoming owner the Purchaser will become a member as long as he remains owner of the property herein mentioned. Hereinafter referred to as "the Property".

2. PURCHASE PRICE AND PAYMENTThe purchase price is the sum of NS 1 000 000.00 One million dollars only.

NAMIBIAN DOLLAR)* Payment to be effected in the currency of the Republic of Namibia, free of exchange, set off, deductions or bank charges (save for what is mentioned herein) against transfer of the Property into the name of the PURCHASER. Payment to be secured in advance either by means of electronic funds transfer (EFT) into the trust account of the Conveyancer, or a Namibian banker's or other acceptable guarantee(s) by the PURCHASER (or both). Payment by EFT must occur, or such acceptable guarantee(s) as security for payment must be delivered by the PURCHASER, at the address of the Conveyancer, within 10 (ten) days after being requested by the Conveyancer. Transfer shall not be affected before EFT payment, or deliverance of guarantees, was made for the full purchase price as well as the costs referred to in clause 3.

* In case of commercial properties Value Added Tax (VAT) is regarded to be included in the purchase price should the SELLER be registered as a vendor under the VAT Act. Residential properties are exempted from VAT. If amounts or figures are specified in numerals and in words and there is any discrepancy between them - then words shall apply.

3. COSTS OF TRANSFER

The PURCHASER shall pay the transfer costs incurred in respect of the transfer of the Property, such as conveyancer transfer fees, transfer duty as well as stamp duty and costs of transfer and matters incidental thereto, including costs associated with bank administration or valuation in order to register a mortgage bond to finance the purchase of the Property. The PURCHASER acknowledges being fully acquainted with those costs and shall immediately upon request by the Conveyancer mentioned in clause 4 make such payments. The PURCHASER also acknowledges being aware that transfer duty is payable within six months of acquiring the Property in order to avoid penalties. The SELLER shall cancel all mortgage bonds upon transfer of the Property and shall be responsible for all costs incidental to such cancellation/s – which costs may include additional costs due to the issuance of specific bank or other financial institution guarantees for the settlement of such mortgage bonds, should the SELLER's bank so require.

4. TRANSFER

Transfer of the Property shall be passed by the Conveyancer at the law firm of JACOBS AMUPOLO and shall be given and taken within reasonable time after compliance with the conditions in terms of clauses 2, 3 and 7 hereof and subject to fulfilment of the suspensive condition as mentioned in clause 15. The SELLER and the PURCHASER shall immediately upon being requested by the said Conveyancer sign all documents required to be signed and take all further necessary steps and actions in order to have transfer registered without any delay. The said attorneys are duly and irrevocably authorized and indemnified by the parties to affect transfer and registration as well as to facilitate payments on their behalf in terms of this Agreement.

5. RISK AND POSSESSION

Risk and possession of ownership shall pass from the SELLER to the PURCHASER on date of registration of transfer of the Property in the Deeds Registry - from which date the PURCHASER shall receive all benefits in and from the Property. The SELLER's existing insurance cover over the Property (fixtures, fittings, structures and buildings) shall remain in force until date of registration of transfer, from which date the PURCHASER shall be responsible and make his/her own arrangement for the necessary insurance cover (household as well as fixtures, fittings, structures and buildings).

6. OCCUPATION

Subject to clause 16 hereof, vacant occupation of the Property shall be given to the PURCHASER on date of registration of transfer of the Property at the Deeds Registry. If the date of registration does not coincide with the date of occupation, the party enjoying occupation of the Property whilst it is registered in the name of the other party, shall in consideration thereof pay in advance directly to the other party occupational rent of 1% of the total purchase price per month, or a pro rata share thereof.

Should the PURCHASER takes occupation prior to date of registration, no sub-letting shall be allowed and –

- 6.1 the PURCHASER shall not be entitled to make, or cause to make any alterations to the Property before the date of registration without the prior written consent of the SELLER first being obtained;
- 6.2 should the PURCHASER get engaged in any such alterations, maintenance or constructional work to the Property, the PURCHASER will not have a claim against the SELLER for any such expenses, unless this Agreement is subsequently cancelled due to a breach on the side of the SELLER;
- 6.3 the PURCHASER shall be responsible for payments of all rates and taxes of the local authority, including levies to a possible Home Owners Association or Body Corporate during such period of pre-transfer occupation;
- 6.4 the PURCHASER shall be obliged to vacate the Property forthwith upon cancellation of this Agreement for any reason whatsoever, it being agreed that no tenancy shall be created by any such pre-transfer occupation;

7. RATES, TAXES, LEVIES AND COMPLIANCE

- 7.1 Subject to clause 6, the payment of consumption accounts, rates, taxes and local authority service charges or levies due to a possible Home Owners Association or Body Corporate are for the account of the SELLER up to date of registration of transfer - and for the PURCHASER's account beyond registration.
- 7.2 In the case of occupation by the PURCHASER prior to registration, the SELLER shall be responsible for consumption accounts only up to date of occupation by the PURCHASER - from which date the PURCHASER will become liable for the consumption accounts, levies, rates and taxes on the Property. The PURCHASER shall refund the SELLER the proportionate share of the rates, taxes and local authority charges, or levies, paid in advance by the SELLER beyond the date of transfer.
- 7.3 Transfer shall not be registered without compliance with regards to rates, taxes and local authority service charges or levies in order to obtain Clearance Certificates from the applicable municipal council and where applicable, the Home Owners Association or Body Corporate. The Conveyancer is authorised by the SELLER to utilise so much of the proceeds as may be required for such payment(s) in order to obtain the necessary Clearance Certificates.
- 7.4 If so required by the applicable local authority, the SELLER shall prior to transfer, at the SELLER's expense, apply for, obtain and deliver, to the Conveyancer, a valid Building Compliance Certificate in accordance with the applicable Regulations of the Local Authorities Act 23 of 1992.

8. VOETSTOOTS

- 8.1 The Property is sold as described in the Title thereof, and is subject to all conditions, servitudes (if any) relating thereto or mentioned or referred to in the Title or prior Title Deeds. The SELLER shall not be liable for any deficiency in extent or error in description which may be revealed upon any resurvey nor shall the SELLER benefit by any possible surplus. The PURCHASER acknowledges having inspected and being fully acquainted with the Property and conditions of Title on the date of signing this Agreement.
- 8.2 The Property is sold "voetstoots" and as it is. The SELLER gives no warranty in regard to the buildings and any improvement upon the Property. The SELLER shall not be liable for any defects in the Property, either latent or patent – unless the SELLER is aware of defects (including defective building plans at the applicable local authority) and such defects are deliberately concealed with the intent to defraud the PURCHASER.

- 8.3 The SELLER further warrants that the Property will be free of all encumbrances, including mortgage bonds, upon date of registration of transfer. The SELLER has all of the right, title and interest in the Property and there are no other options or rights over the Property which may limit his/her legal capacity to deal with the Property or which may in any way jeopardize the rights of the PURCHASER as owner of the Property.

9. **BREACH**

In the event of the PURCHASER failing to fulfil on due date any of the material terms and conditions of this Agreement and remains in default after 14 (fourteen) days written notice to remedy such breach, the SELLER shall have the right either to cancel the Agreement by registered mail or hand delivered notice to the PURCHASER, without prejudice to the SELLER's other legal rights and remedies and the right to claim damages; or claim immediate payment of the whole of the purchase price and the fulfilment of all terms and conditions hereof. It is particularly agreed upon that if there is more than one PURCHASER to this Agreement, then and in such case, they will be liable jointly and severally in solidum.

In the event of the SELLER failing to fulfil on due date any of the material terms and conditions of this Agreement and remains in default after 14 (fourteen) day's written notice to remedy such breach, the PURCHASER shall have the right either to cancel the Agreement by registered mail or hand delivered notice to the SELLER in which event the SELLER shall repay all monies (if any) paid to him/her in terms hereof, excluding however occupational rent (if any), without prejudice to the PURCHASER's other legal rights and remedies and the right to claim damages; or claim immediate transfer of the Property to the PURCHASER, and the fulfilment of all the terms and conditions hereof.

10. **AGENT'S COMMISSION**

(Delete the sub clause which is not applicable)

- 10.1 The PURCHASER hereby warrants that no estate agent was instrumental in the conclusion of this Agreement and specifically indemnifies the SELLER against claims from any estate agent arising from the sale, purchase and transfer of the Property to the PURCHASER. **OR**
- 10.2 The SELLER shall pay the estate agent's Commission of N\$

() NAMIBIAN DOLLAR) inclusive of VAT, which commission shall be deemed to have been earned upon the fulfilment of the suspensive conditions contained herein, payable upon registration of transfer. The PURCHASER hereby warrants that (the Agent) from is the effective cause of the sale and hereby indemnifies and holds the SELLER free and harmless from and against any claim which may be made by any other agent in respect of commission arising out of the sale of the Property, where such other agent claims to have actually introduced the PURCHASER to the Property and/or to the SELLER in connection with a possible sale of the Property. Provided that the Agent presents his/her valid Fidelity Fund Certificate from the Namibian Estate Agents Board, the SELLER hereby irrevocably instructs the Conveyancer to deduct and pay the commission to the Agent from the proceeds of the sale upon registration and transfer of the Property into the name of the PURCHASER at the Deeds Registry. Provided that the suspensive conditions are fulfilled and if not prohibited by the local authority or Body Corporate, the Agent is authorised to display a sold board/sign on the Property for 60 (sixty) days after the transfer has been registered.

11. **WHOLE AGREEMENT**

The parties agree that this Agreement constitutes the entire contract between them and that there are no other disclosures, expressions, opinions, conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein and signed by the parties hereto. Neither of the parties relied in entering into this Agreement on any such other disclosures, expressions, opinions, conditions, stipulations, warranties or representations which have not been incorporated into this Agreement as warranties or undertakings. No variation, addendum or agreed cancellation of this Agreement, or any clauses hereof or annexures hereto shall be of any force or effect unless reduced to legible writing in English - and signed by both parties.

12. **WAIVER**

Notwithstanding any expressed or implied provisions of this Agreement to the contrary any latitude or extension of time which may be allowed by the SELLER in respect of any matter or thing that one party is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the other party's rights or obligations at any time, and without notice to require strict and punctual compliance with each and every provision or terms hereof.

13. **MAINTENANCE**

The SELLER shall, from date of signing of this Agreement to date of occupation (or transfer whichever is first) by the PURCHASER, keep and maintain the Property, garden and all the buildings and improvements thereon in a good state of repair and condition.

14. **DOMICILIA AND NOTICES**

Both the SELLER and the PURCHASER choose the addresses as provided on the front page of this Agreement for delivery of legal notices and/or the process thereto, and any other notices with regards to this Agreement. Any notice required to be given in terms of this Agreement shall be delivered at the chosen addresses and deemed to have been received upon the day of hand delivery thereof, or if sent by pre-paid registered mail to such address, 7 (seven) days after the date of such mailing. Notice or communication actually received by one of the parties from another, including by way of data message or electronic communication, shall be regarded as adequate notice to such party. Sent reports and proof following successful transmission of emailed information shall also be regarded as notice actually being received by the addressee.

15. **SUSPENSIVE CONDITION**

It is a suspensive condition of this Agreement that the PURCHASER shall obtain a loan from a financial institution against security of a mortgage bond over the Property in order to finance the purchase price - upon conditions acceptable to the PURCHASER. In the event of such loan not being granted, within () days from date of signature hereof, this Agreement shall immediately lapse and be of no further force and effect - provided that the parties will use their respective best endeavours to restore the situation that existed before entering into this Agreement. The condition shall be deemed to be fulfilled upon receipt by the PURCHASER of the bank's written pre-approval letter / loan quotation or similar documentation approving the loan amount. Should the loan be granted within the time period allowed in this clause 15, however upon conditions not acceptable to the PURCHASER, the PURCHASER is entitled to cancel this Agreement based upon the unacceptable conditions of the loan by informing the Conveyancer of

such non-acceptance in writing within 5 (five) days of the written approval being issued by the applicable financial institution. This clause 15 is to the sole benefit of the PURCHASER who may unilaterally waive same at any time prior to the lapsing of the time period allowed for the fulfillment. The suspensive condition provided for herein will be deemed fulfilled as soon as the full purchase price is secured irrespective the method and combinations of methods. The Conveyancer is authorised to make enquiries at financial institutions regarding the status of financing. The provisions of 9, 11, 12, 14, 17, 18, 19 and 20 are of immediate force and effect and shall be given effect whether or not the suspensive condition is fulfilled.

16. TENANTS / LEASE / OPTIONS

(Delete the sub clause which is not applicable)

16.1 It is recorded that there are no existing contracts with current and and/or future tenants which may limit the vacant occupation or any other rights of the PURCHASER and the SELLER warrant that there will be no such lease, rental or option agreements in place on the Property on date of registration of transfer. OR

16.2 The Property is leased under an existing lease agreement to _____;
The PURCHASER acknowledges being fully acquainted with the lease agreement and shall take the SELLER's place as lessor, together with the rights and obligations applicable to the lease upon date of registration of transfer.

17. CHOICE OF LAW AND JURISDICTION

17.1 The proper law of this Agreement is the law of Namibia, and accordingly any dispute about this Agreement, including any dispute about its validity, existence, interpretation, rectification, breach or termination or any dispute about any matter arising out from of this Agreement, its avoidance, interpretation, rectification, breach or termination shall be determined according to the laws of Namibia.

17.2 The parties submit to the jurisdiction of any Namibian Magistrate's Court in respect of matters arising from this Agreement, provided that nothing shall prevent a party from approaching the Namibian High Court for relief in appropriate circumstances, nor from being entitled to costs on the High Court scale of tariffs.

18. SEVERABILITY

18.1 Each of the provisions of this Agreement shall be regarded as distinct and severable from the other provisions thereof, and shall be given effect to as such regardless of the manner in which it has been linked grammatically to any other provision of this Agreement. If one or more provisions are found to be invalid or unlawful or unenforceable for any reason whatsoever, it shall in no way affect any other provision which shall continue to be of full force and effect.

18.2 This Agreement may be executed in counterparts (including facsimile or electronically scanned copies sent by e-mail), each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the party last signing one of the counterparts.

19. CO-OPERATION

The parties undertake in utmost good faith to each other to do and to procure the doing by themselves as well as other persons, all such acts to the extent that the same may lie within such party's power, and may be required to give effect to the import and intent of this Agreement, or pursuant to the provisions of this Agreement including compliance with relevant laws. Should the SELLER be married in community of property, or by virtue of a foreign marriage, the signature of the SELLER's spouse contemplates the necessary consent. The parties warrant that all written consents required in terms of the Married Persons Equality Act 1 of 1996, or any other applicable marriage regime, have been given.

20. SIGNATURE

This Agreement is intended to be signed by hand written signatures, firstly by the PURCHASER and thereafter by the SELLER. The PURCHASER's signature constitutes an offer to purchase the Property on the terms and conditions set out herein and shall be duly concluded upon timeous signature by the SELLER. Upon the SELLER's signature and subsequent acceptance being communicated to the PURCHASER within reasonable time, the offer will become valid and irrevocable subject however to the suspensive condition as mentioned in clause 15.

SIGNED at Swakopmund on 04-02 2025

1. [Signature]

2. [Signature]

PURCHASER / CO-PURCHASER

WITNESSES

(In community of property or Non-Namibian marriage - both spouses must sign)

SIGNED at Swakopmund on 04 2025

1. [Signature]

2. [Signature]

SELLER / CO-SELLER / SPOUSE

WITNESSES

(In community of property or Non-Namibian marriage - both spouses must sign)

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.

On **27 February 2025** under item 11.1.25, Council approve to waive the pre-emptive right over Erf 7604, Swakopmund, Ext. 28:

- (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.

Aili Gebhardt

From: Brendel, Janina <Janina.Brendel@giessen.de>
Sent: Tuesday, 25 March 2025 14:00
To: Aili Gebhardt; Alfeus Benjamin
Subject: AW: INVITATION 6th PARTNERSHIP CONFERENCE BETWEEN MUNICIPALITIES FROM GERMANY AND SUB-SAHARAN AFRICA

Good day Aili,

thank you for the feedback.

For the other partnerships there will be two participants per German and the African municipality. For us, since Swakopmund is also hosting with Gießen, it means that we can have more people. The SKEW/Engagement Global has confirmed three people for the Swakopmund municipality. The Mayor is very important as a host and I think the CEO would also be an asset for Swakopmund to bring to the conference since he is involved in some of the current activities as well as you as the coordinator of the partnership. Of course in the end it is your decision what you think is best to represent our work within the partnership.

You can extend the stay over the conference for three days. Meaning possibly flying back to Namibia on Monday, 15th of September, 2025 (if that is in your interest). We would have to plan a program for these days, so I am open for your suggestions. An in-person meeting with the head of the fire brigade might be interesting for example.

Kind regards,
Janina

Mit freundlichen Grüßen
im Auftrag

Janina Brendel
Leitung der Stabsstelle Internationales, Europa, Städtepartnerschaften und Fairtrade
Head of International Relations, Europe Town Twinning and Fair Trade



Universitätsstadt Gießen
Der Magistrat
Berliner Platz 1
35390 Gießen
Telefon: 0641 306-1380
E-Mail: janina.brendel@giessen.de
www.giessen.de

Von: Aili Gebhardt <agebhardt@swkmun.com.na>
Gesendet: Dienstag, 25. März 2025 12:37
An: Brendel, Janina <Janina.Brendel@giessen.de>; Alfeus Benjamin <abenjamin@swkmun.com.na>
Betreff: RE: INVITATION 6th PARTNERSHIP CONFERENCE BETWEEN MUNICIPALITIES FROM GERMANY AND SUB-SAHARAN AFRICA

EXTERNE MAIL: Klicken Sie nur auf Links oder Anhänge, wenn Sie der Absenderadresse vertrauen.

INVITATION 6th PARTNERSHIP CONFERENCE BETWEEN MUNICIPALITIES FROM GERMANY AND SUB-SAHARAN AFRICA



Brendel, Janina <Janina.Brendel@giessen.de>

To: Alii Gebhardt; Alius Benjamin

You replied to this message on 25/03/2025 13:37.

Dear Alii,
Dear Archie,

please find the link below to the documents and the invitation to the

6th PARTNERSHIP CONFERENCE BETWEEN MUNICIPALITIES
FROM GERMANY AND SUB-SAHARAN AFRICA

8 - 11 September 2025 in Giessen

In co-operation with the partnerships

City of Giessen - Swakopmund (Namibia), District of Giessen - Mubende (Uganda)

<https://125632.seu2.cleverreach.com/c/104504541/1053064974f6-st2inz>

We are looking forward to host this big conference together with our partners from Swakopmund.

Kind regards,
Janina

Mit freundlichen Grüßen
im Auftrag

Janina Brendel
Leitung der Stabstelle Internationales, Europa, Städtepartnerschaften und Fairtrade
Head of International Relations, Europe, Town Twinning and Fair Trade



Universitätsstadt Giessen
Der Magistrat
Berliner Platz 1
35390 Giessen
Telefon: 0641 306-1380

6th Partnership Conference between municipalities from Germany and sub-Saharan Africa

INVITATION

6TH PARTNERSHIP CONFERENCE BETWEEN MUNICIPALITIES FROM GERMANY AND SUB-SAHARAN AFRICA

8 - 11 September 2025 in Giessen
In co-operation with the partnerships
City of Giessen - Swakopmund (Namibia), District of Giessen - Mubende (Uganda)

Dear representatives from local government,

The Partnership Conference between municipalities from Germany and sub-Saharan Africa is a unique event that brings together representatives from municipal administrations and politics, municipal enterprises and institutions active in development cooperation in sub-Saharan Africa and Germany. Engagement Global's Service Agency Communities in One World (SKEW) organises this conference on behalf of the Federal Ministry for Economic Cooperation and Development. Since 2010, the conference was held every three years in different locations in Germany. In 2025, the City of Giessen and its partner municipality Swakopmund in Namibia, and the District of Giessen with Mubende in Uganda are the host partnerships. Apart from participating in the conference, the visiting delegations will also have the opportunity to visit their respective German partner municipalities for a working meeting either before or after the event.

HERE IS WHAT YOU CAN LOOK FORWARD TO!

- Experience the diversity of committed municipalities from Germany and sub-Saharan Africa
- Exchange your experiences with your peers and gain new insights on topics relating to the 2030 Agenda and local development policy
- Join interactive, participative and open workshops to introduce topics and ideas and learn new methods
- Learn from examples of successful partnerships between municipalities in Germany and sub-Saharan Africa and share your own work
- Find out more about Engagement Global's offerings and funding instruments



6th Partnership Conference between municipalities from Germany and sub-Saharan Africa

YOUR PARTICIPATION

- The conference is aimed at committed municipal representatives of partnerships between municipalities in Germany and countries in sub-Saharan Africa.
- Each municipal delegation should consist of a political representative (head or deputy head of the municipality or a member of the council) as well as a representative from the municipal administration. This means that a maximum of four people per partnership can take part.
- The participation of partners from sub-Saharan Africa in the conference is furthermore tied to a working meeting of up to three days in the German municipality either before or after the event.
- Travel expenses and hotel accommodation during the conference and the working meeting as well as any visa fees incurred are covered or will be reimbursed by Engagement Global under certain conditions. If you have any questions, please contact us.



YOUR EXPRESSION OF INTEREST

To take part, please complete the „Expression of interest“ form together with your contact person in your partner municipality. You will find all the necessary information in the corresponding form.

Your German partners should send us the completed expression of interest form by **7 April 2025**. We will get back to you shortly after this deadline.

FEEL FREE TO CONTACT US!

We would like to know what motivates you in your partnership work. Tell us about your projects, positive experiences, challenges or topic requests – and help us shape the programme. You are also welcome to contact us at any time if you have any questions.

We look forward to seeing you in Giessen!

Best regards
Your SKEW team

➔ [Conference website](#)

Contact

Clemens Ollrich: +49 228 20717 2138 or Clemens.Ollrich@engagement-global.de
 Denise Spaul: +49 228 20717 2895 or Denise.Spaul@engagement-global.de
 Karoline Kestler: +49 228 20717 2476 or Karoline.Kestler@engagement-global.de
 Isabel Waack: +49 228 20717 2478 or Isabel.Waack@engagement-global.de



with its



On behalf of



In cooperation with these city

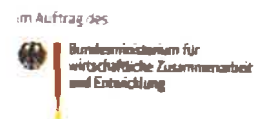


and their partner municipalities



Expression of interest

6th partnership conference between
municipalities from Germany and sub-Saharan
Africa



Details about your partnership

1. Partnership (please specify country)
(e.g. Glessen - Swakopmund
(Namibia))

2. Year of foundation/start of the
partnership

3. How many inhabitants live in your
municipality

4. How many inhabitants live in your
partner municipality

5. How often have you met with /seen
(online/in person) your partner
municipality in the last 3 years to
work on the partnership?

6. What are your current topics/activities that you are working on?

7. Which Sustainable Development Goals (SDGs) would your partnership like to discuss at the conference? You can tick up to 3 SDGs.

- ☐ SDG 1 No poverty
- ☐ SDG 2 Zero hunger
- ☐ SDG 3 Good health and well-being
- ☐ SDG 4 Quality education
- ☐ SDG 5 Gender equality
- ☐ SDG 6 Clean water and sanitation
- ☐ SDG 7 Affordable and clean energy
- ☐ SDG 8 Decent work and economic growth
- ☐ SDG 9 Industry, innovation and infrastructure
- ☐ SDG 10 Reduced inequalities
- ☐ SDG 11 Sustainable cities and communities
- ☐ SDG 12 Responsible consumption and production
- ☐ SDG 13 Climate action
- ☐ SDG 14 Life below water
- ☐ SDG 15 Life on land
- ☐ SDG 16 Peace, justice and strong institutions
- ☐ SDG 17 Partnerships for the goals

8. What are your plans for in person meetings in 2025 and 2026 apart from the partnership conference?

9. What experience do you have to date with SKEW funding instruments (e.g. Fund for Small-Scale Municipal Development Cooperation Projects (KPF), Experts Fund for Municipal Partnerships Worldwide (experts in the southern municipality), Partnership Projects for Sustainable Local Development (NAKOPA), further information) or in which SKEW projects is your partnership active (e.g. Municipal Climate Partnerships or Municipal Partnerships for Sustainability, The 2030 Agenda – Local Government Exchange with African Partners, Local Governance Exchange in the Partnership Between North Rhine-Westphalia and Ghana or similar)?

Details about the working meeting before or after the partnership conference

10. Joint participation in the conference is linked to a pre-/post-conference working meeting lasting a maximum of three days in the German partner municipality. Please briefly state the objectives, motivation and content of the working meeting.

11. Please briefly outline the schedule for the working meeting

12. Please indicate on which days (before or after the conference) you would like to carry out the working meeting, including the desired arrival and departure dates of the African partners.

13. Would there be a need for interpretation of selected parts of your meeting? If yes, please briefly describe the need.

14. Please state the name, department and function within the municipality and the role in the partnership of the suggested members of your delegation.
One person from the municipal administration as well as the head of the municipality or a member of the municipal council may participate per municipality. This means that a maximum of four people per partnership can take part.

Participant 1 (German municipality)

Name
Department and function
within the municipality
Role in the partnership

Participant 2 (German municipality)

Name
Department and function
within the municipality
Role in the partnership

Participant 3 (African municipality)

Name
Department and function
within the municipality
Role in the partnership

Participant 4 (African municipality)

Name
Department and function
within the municipality
Role in the partnership

Information regarding applications for Schengen visa

Consider the time factor: Please start planning early

This means:

- Start early with the selection of participating persons and check whether they are in possession of a valid passport.
 - Note: The passport must be valid for at least 3 months after the end of the Schengen stay. Depending on the country, it may take several months to apply for a (new) passport, if necessary.
- Booking an appointment to apply for a visa: applicants have to apply for a Schengen visa (short-term stay) and attend the appointment in person at the relevant German Embassy or Consulate (in several countries, there is an external service provider commissioned by the German Embassy to administer these appointments). For this purpose, an appointment must be booked well in advance (at best 3 to 6 months before the planned departure). Each German Embassy provides information about their respective appointment system on their homepage. Appointments can be booked well in advance and but new appointments are regularly made available, although they may be taken quickly. (Please note: Several German Embassies issue new appointment slots regularly at 00:00 German time)
 - Note: you can apply for a Schengen visa up to 6 months before the start of the planned trip.
 - Note: usually, the applicant's passport number is required to book an appointment. A passport must therefore already be available.
 - Note: most German Embassies require applicants to complete the online visa application form VIDEX. VIDEX is an online application of the Federal Foreign Office for recording data for visa applications. It is possible to register in VIDEX and book an appointment to apply for a visa at the same time. Filling out VIDEX completely can take some time. The form can be filled in gradually, and can be saved and closed in between.
- Booking appointments with service providers: many German embassies have an external service provider (e.g. TLS, VFS Global) that accepts documents for visa applications and conducts interviews. Appointments with these service providers should also be booked as early as possible.

Preparation for the visa appointment

Please check the websites of the Federal Foreign Office and the relevant German Embassy in the partner country to find out which documents are required to apply for a Schengen visa. All documents must be complete and must be taken to the appointment in physical form, otherwise this can lead to time-consuming subsequent submissions or the rejection of the visa application.

At the appointment, there are individual interviews in which, among other things, the applicants' willingness to return to their home country is evaluated. Questions are asked about the plausibility of the trip and applicants' motivations to participate in the exchange. The interview has an influence on the decision as to whether a visa is issued. Applicants should prepare thoroughly.

The following documents may be required. Please note the specific requirements of the German Embassy responsible for you. These may vary from country to country.

Note:

- Submit all necessary documents as original and photocopy
 - Copies must be legible
 - Do not staple any documents (only use paper clips)
- Application form Schengen visa
 - Fully completed and signed by the applicant, with cover sheet and application number, which also serves as confirmation of payment by the applicant to the embassy
 - At some embassies, the application form is available for download as a PDF, at others it must be completed as an online form (VÍDEQ)
 - Biometric passport photos
 - White background, not older than 6 months, no copies or scans
 - Attach photos to the application form with a paper clip. Do not staple
 - Label photos on the back with name and application number
 - Passport
 - Check validity (the passport must be valid for at least 3 more months after the intended stay in Germany / Schengen area)
 - There must be at least two blank consecutive pages in the passport
 - Applying for a new passport can take several weeks or even months. Please plan for extra time if you need to apply for a new passport. To book visa any appointment you will need the passport number and the passport needs to be issued before the appointment.
 - If applicable, take old expired passports to the visa appointment as well
 - Passport copies
 - Copy of the data page (the page where your photo is)
 - Copy of all previous border control/travel stamps
 - If applicable, copies of any previous passport with the data page
 - Original birth certificate + one copy
 - Proof of a travel health insurance with validity for the entire Schengen area and the entire duration of your stay with a minimum coverage of 30,000 Euro
 - Confirmation of a return flight reservation, issued by a travel agency OR booking of refundable tickets
 - The final booking of a flight ticket is not necessary for the visa interview, a confirmation of a reservation is sufficient for the time being. If the visa is granted, the ticket can be firmly booked. The return flight date must not exceed the visa period. You must leave the country on the last day of the visa validity period at the latest. The arrival date in the country of origin is irrelevant.

- **Itinerary**
 - Dates of arrival and departure, travel stages and destinations
 - Proof of accommodation in Germany (e.g. hotel reservation, etc.), addresses, telephone numbers and respective duration of stay
- **Visa fees (currently 90.00 Euro for a Schengen visa)**
 - Fees usually have to be paid in advance. Please check the website of the respective embassy for more detailed information. Visa fees will not be refunded, if the visa is not granted.
 - It can be advisable to apply for a fee exemption in advance
- **Confirmation letter from the German Ministry for Economic Cooperation and Development (BMZ)**
- **Invitation letter from the inviting party (person/association) mentioning the following points:**
 - Purpose and duration of the trip
 - Coverage of costs during the trip (accommodation, meals, insurance, transportation tickets)
 - Information that the meeting is supported by Engagement Global and on behalf of the Federal Ministry for Economic Cooperation and Development (BMZ)
 - Emphasise the importance of the visit for participants
 - Mention the importance of the individual participants for the continuation of the project or cooperation - also serves as proof of willingness to return
 - Proof of the relationship (e.g. photos, correspondence, previous meetings, etc.)
- **Confirmation letter from the applicant's employer, e.g.: proof of employment relationship, proof of salary, proof of vacation time**
- **Proof of the applicant's financial situation as well as social and economic ties to the country of residence, and documents proving that the applicant is rooted in his/her home country (serves as an indicator for the willingness to return), if applicable:**
 - Proof of salary (last 3 months) or proof of salary of family members
 - Property ownership, land deeds
 - Saved assets in the bank (verified bank statement)
 - Relatives to be provided for, birth certificates of (minor) children, marriage certificates
 - Informal letter from the spouse about the amount of monthly support
 - Old passports/copies of old visas (the most convincing argument for willingness to return is a timely departure during previous stays abroad)
 - If applicable, certificate of enrollment, certificate of study, student ID, letter of confirmation from the school
 - Proof from parents/guardians of the amount of monthly support

It is particularly difficult for young people to provide proof of their willingness to return. It is advisable to provide transparent information in this regard during the visa interview. During the interview, information should be provided about the purpose of the trip, about Engagement



Global, about the people to be visited, the place and date of arrival and departure, about names and acquaintances of fellow travelers, etc.

Minors – supplementary documents to hand in

- Authenticated copy of birth certificate
- Confirmation letter from the partner institution / municipality, proof of exemption from lessons for the duration of the trip
- Declaration of consent from both legal guardians
 - Signed in person in the presence of the embassy staff
 - Or a notarized declaration of consent signed by both legal guardians + copy of the passports / identity cards of the legal guardians
 - In the case of sole custody, proof must be provided (e.g. death certificate, divorce certificate with custody agreement, guardianship, etc.)
- Embassies have different requirements for the documents to be submitted, which can be found on their respective websites.

How your German partner can support you

- Early collaboration and constant communication
- Support with booking visa appointments at the relevant German Embassy or external service provider
- Provision of the following documents:
 - Confirmation letter of the ministry (BMZ)
 - Invitation letter by the partner organization
 - Programmes and agendas for planned meetings and events, planned travel itinerary (make sure that the information provided by the German inviters corresponds to that of the applicant)
 - Flight reservation
 - proof of accommodation
 - travel health insurance
 - Declaration of commitment
- If necessary, support with subsequent submission of documents
- If necessary, support with remonstrations ("appeal against the decision": procedure in the event of a visa refusal) or support with a new application

Important: Send the documents to the partner institution / municipality so that they can be submitted together with the other required documents as a whole. Send them to the German Embassy only in exceptional cases if the embassy explicitly requests it (e.g. in case of subsequent deliveries).

ENGAGEMENT GLOBAL

Service Point Visa, Residence and Security
 Friedrich-Ebert-Allee 40, 53113 Bonn

This is not an official instruction manual and does not claim to be complete.

11.1.26

DEBT WRITE OFF – ACCOUNT NUMBERS 1000056595 AND 70121000012

(C/M 2025/04/29 – M 1210, E 4864)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.19** page **187** refers.

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

INTRODUCTION

On 28 February 2013, under item 11.1.20 Council approved to develop Erven 4864 & 4865 into an SME industrial park. Erf 4864 was specifically earmarked to accommodate informal brickmakers who at a time were operating from Mondesa.

BACKGROUND

The actual relocation of informal brickmakers from Mondesa took place on 1 May 2018. Mr. Guidao-Oab could not immediately commence with the operation as the property was not fenced off and basic services were not in place. Mr. Guidao-Oab eventually managed to move to the new site as of 12 March 2019.

Mr. Guidao-Oab was, however, unable to generate revenue to cover his business expenses, including the monthly rental fees during 2018-2019. His account started to run into arrears, and this situation placed a burden on him.

The outbreak of COVID-19 with its devastating aftermath further aggravated Mr. Guidao-Oab's situation due to the economic downturn, which partly or entirely brought the construction industry into a recession. This, in turn, forced Mr. Guidao-Oab to close the shop from 01 April 2020 to 30 July 2020.

RENTAL WAIVER AND OTHER RELIEF TO MR. GUIDAO-OAB AND OTHERS

To revive the informal sector economy from COVID-19 and the associated lockdown aftermath, the Economic Development and Services Department submitted to Council for rental fees relief for the period covering the lockdown duration. This waiver also applied to Mr. Guidao-Oab, whose account was in arrears with **N\$ 23,571.19** respectively.

The total amount of rental relief that was awarded to Mr. Guidao-Oab was **N\$8,291.50**, which is equivalent to 15 Monthly rental fees, which covered the period that he claimed to be non-operational, as mentioned earlier.

THE STATUS OF MR. GUIDAO-OAB ACCOUNT AFTER RENTAL FEES RELIEF

Irrespective of the relief awarded, the situation of Mr. Guidao-Oab never improved; it continued to deteriorate. He was engaged personally, and notices were issued to him, but it never yielded much of the desired outcome. See attached notices (**Annexure A**)

Eventually, it was decided that Mr. Guidao-Oab be evicted from the site and the outstanding amount on his account transferred to his service account as per the memo, which was forwarded to Finance. (**Attached memo dated 9 July 2024**)

The purpose of this submission is for Council to consider writing off half the outstanding debt balances of N\$23,204.14, rental account number 01000056595, as per the attached letter. (**Annexure B**)

Mr. Guidao-Oab is a pensioner and the only breadwinner with three (3) school-going daughters with an unemployed wife. He is struggling to accommodate all bills from his pension payout every month, including his current service account for March 2025, 70121000012 amounts to N\$ 23,204.14. **(Annexure C)**

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

RECOMMENDED:

- (a) That Council acknowledged the outstanding debt of N\$23,204.14 for the lease of erf 4864 brick making.**
 - (b) That Council consider writing off half of the outstanding services balance amounting to N\$11 602.07 for Account No. 70121000012.**
 - (c) That Council grant permission to the General Manager Finance to write off N\$11 602.07 against the accumulated Bad Debt Provision vote 960056511500.**
 - (d) That Mr. Guidao-Oab makes payment arrangements with Finance for an amount of N\$900.00 per month breakdown of (N\$700.00 on his service account and N\$200) for the remaining balance of N\$11,602.07 every month until the account is settled.**
-

11.1.27

SWAKOP URANIUM EMPLOYEES TRANSACTIONS FOR 63 ERVEN IN EXTENSION 25, SWAKOPMUND:

- **UPDATE ON THE ALLOCATION**
- **REQUEST FOR EXTENSION OF PAYMENT PERIOD FOR 12 EMPLOYEES**
- **APPLICATION FOR RE-ALLOCATION OF ERF 6890 TO MR. SALOMON KAMBINDA**

(C/M 2025/04/29 - 17/1/4/2/1/11)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.20** page **189** refers.

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

This submission aims to update Council on the progress of the allocation of 63 erven zoned "Single Residential" located in Extension 25, Swakopmund, to employees of Swakop Uranium (hereinafter referred to as SU).

It further includes a request for extension of the payment period for 12 beneficiaries who failed to pay the purchase price within the prescribed timeframe, application for approval of four (4) new applications for allocation of erven to employees of SU, and an application for re-allocation of an erf to Mr Salomon Kambinda who did not sign the deed of sale.

A layout map of Extension 25, Swakopmund, is attached as **Annexure "A"**.

2. INTRODUCTION & BACKGROUND**2.1. Sale of 42 erven zoned "single residential" to Employees of Swakop Uranium (1st Batch)**

On **25 January 2024**, under item 11.1.22, the allocation of the first 10 erven was approved by Council and mapped a way forward regarding the project consisting of the sale of a total number of 63 erven (**Annexure "B"**).

On **4 June 2024**, Council approved the sale of 32 erven to employees under item 11.1.5, which resulted in a total of 42 erven in the first batch of allocation (**Annexure "C"**).

The sale of 42 single residential erven was advertised in the Namib Times and the Namibian newspapers, and Ministerial consent was granted on **22 July 2024** (**Annexure "D"**).

2.2 Update on Signing of the Deeds of Sale of the 42 erven zoned "single residential"

On **22 July 2024**, beneficiaries were invited to sign the Deeds of Sale until **27 September 2024**. However, only 34/42 beneficiaries complied, and 19 have successfully paid for their erven in full.

The remaining 15 beneficiaries state that they applied for home loans with banks, but their applications were rejected. The main reason for rejection was that the contractor charges N\$11,000.00 per m² for the improvements. Additionally, beneficiaries were dissatisfied because they were forced to use only one contractor, with a single standard building design, which cannot be modified to accommodate specific needs such as the inclusion

of a garage or an ensuite in the main bedroom. These issues are alleged to have caused delays in the application process.

Amongst the 8 erven where the deed of sale was not signed, one of the beneficiaries, Mr Joseph Halolye Shikongo, was mistakenly allocated two erven (Erf 6905 and Erf 6908). Mr Shikongo retained Erf 6905, while Erf 6908 will be reallocated to another applicant.

Furthermore, Ms. N.T. Nhinda, who was allocated Erf 6891, disclosed that she is not a first-time homeowner as she owns a commercial farm. As a result, Erf 6891 will be reallocated to another qualifying employee of SU.

Justification of the 8 erven, where beneficiaries did not sign the deed of sale, is as follows:

No	Erf No	Name & Surname	Remark
1	6890	Salomon Kambinda	Did not sign deed of sale
2	6891	NT Nhinda	Not a first-time homeowner
3	6899	Lukas Dumeni	Did not sign deed of sale
4	6908	Josef Halolye Shikongo	Double allocation (Erf 6905)
5	6912	Epafras N Nambela	Did not sign deed of sale
6	6916	Teopoline Ndiilonga Tulina Matola	Did not sign deed of sale
7	6920	Abiud Tijjazembua	Did not sign deed of sale
8	6938	Elias & Girly M Mbaoroka	Did not sign deed of sale

2.3 Update on Registration of the First Batch of Allocation

To date, only 3/63 purchasers have successfully registered ownership of the erven, as follows:

No	Name & Surname	Erf No	Registration date
1	Zonique Van Wyk	6895	12 March 2025
2	Onesmus Amadhila	6911	31 March 2025
3	L F lipinge	6926	31 March 2025

2.4 Sale of 19 erven zoned "Single Residential" erven to Employees of Swakop Uranium Employees (2nd Batch)

On **8 October 2024**, under item 11.1.8, Council approved the 2nd batch of allocations of 19 erven to employees of SU. The sale was advertised in the Namib Times and the Namibian newspapers, and Ministerial consent was granted on **31 January 2025 (Annexure "E")**. In the 2nd batch of allocation, 16/19 beneficiaries signed the deed of sale, and the signing period was due on **11 March 2025**. To date, 2/16 beneficiaries who signed the deed of sale paid the full purchase price.

Among the three (3) beneficiaries who have not yet signed the Deed of Sale is Mr. Johannes I. Kuyuhwa, who verbally informed the office of his intention to retain Erf 9609, Ext. 37, DRC, where he currently resides.

The following 3 applicants did not sign the Deeds of Sale despite the extension of the signing period:

NO	NAME	ERF NO.	SIZE m ²	ERF PURCHASE PRICE
1	Frans Shipiluleni Kandadi	6922	400	NAD 72 000.00
2	Isaskar Tuyoleni Eliakim	6923	400	NAD 72 000.00
3	Johannes Inekela Kuyuhwa	6933	400	NAD 72 000.00

2.5 Sale of 4 erven zoned “Single Residential” to Employees of Swakop Uranium (3rd Batch)

On **30 January 2025**, under item 11.1.19 Council approved the sale of 4 erven to employees of SU, as follows:

No	Name	Erf No.	Size M ²	Erf Purchase Price (N\$180.00/m ²)
1	Panduleni Shifela and Sesta Kongeni Owene 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	Seblon Uudhigu and Laimi Nditala Endjala	6936	397	NAD 71 460.00

The sale of 4 erven above was published for public objection in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended, on **28 March** and **4 April 2025**, whereafter Ministerial consent will be requested.

3. DISCUSSION

3.1 The first batch of allocation of 42 Erven zoned “single residential”

3.1.1. Request for Extension of Time for Payment of the Erf Price

On **18 February 2025**, the Swakop Uranium Committee submitted a letter requesting an extension of the payment period, citing that the beneficiaries were unable to secure funding due to miscommunication between the beneficiaries, contractors, and the financial institution, which, according to SU, are now resolved (**Annexure “F”**). The beneficiaries cited the high development rates charged by the developer, which led to rejection by financial institutions, as well as the developer's unwillingness to accommodate the beneficiaries' preferences, as the reasons for the delays experienced by those who applied for home loans to purchase their erven.

There are a total of twelve (12) SU employees from the first batch of allocation who signed their Deeds of Sale, but did not secure payment of the erf purchase price within the prescribed period of 120 days. A notice of 14 days to remedy the breach in terms of clause 11 of the Deed of Sale was issued to 10 beneficiaries and has expired on **6 March 2025**. Two additional beneficiaries, 14 days' notice, Albert Eric Johr and Patrick Kenneth! Gonteb will expire on 9 April 2025, whereafter the agreement will be nullified due to non-performance.

Below is a table with the beneficiaries who did not comply due to non-payment of the purchase price within 120 days:

NO	ERF NO	SIZE (m ²)	SURNAME	NAME	PURCHASE PRICE (N\$)	AMOUNT PAID	OUTSTANDING AMOUNT (N\$)	DATE OF SIGNATURE OF DOS	LAST PAYMENT DATE
1	6872	400	Nelende	Johannes Kandali	72 000.00	0.00	72 000.00	26-Sep-24	05-Feb-25
2	6884	400	Haiyaka	Julius Ndemwoofa	72 000.00	0.00	72 000.00	27-Sep-24	05-Feb-25
3	6889	423	Van Rooyen	Jeffrey Nathan	76 140.00	0.00	76 140.00	19-Sep-24	03-Feb-25
4	6893	433	Tsaraeb	Nelson Nesley	77 940.00	0.00	77 940.00	01-Oct-24	05-Feb-25
5	6896	400	Sheetheni	Festus	72 000.00	0.00	72 000.00	26-Sep-24	15-Feb-25
6	6898	400	Ngolo	Efraim	72 000.00	0.00	72 000.00	18-Sep-24	31-Jan-25
7	6902	400	Hoabeb	Hotago	72 000.00	0.00	72 000.00	20-Sep-24	03-Feb-25
8	6903	400	Mbangula	Petrus	72 000.00	0.00	72 000.00	26-Sep-24	03-Feb-25
9	6904	480	Matheus	Edward	86 400.00	0.00	86 400.00	26-Sep-24	03-Feb-25
10	6906	400	Johannes	Festus	72 000.00	0.00	72 000.00	26-Sep-24	04-Feb-25
11	6880	400	Johr	Albert Eric	72 000.00	0.00	72 000.00	18-Oct-24	10-Mar-25
12	6909	400	IGonteb	Patrick Kenneth	72 000.00	0.00	72 000.00	15-Oct-24	10-Mar-25

3.1.2. Request from Mr Salomon Kambinda

On **13 February 2025**, Mr. Salomon Kambinda, who was allocated Erf 6890, visited the Housing Section requesting to sign the Deed of Sale, with emphasis that he was not aware of the invitation to sign the Deeds of Sale, despite the signing period having already expired on **27 September 2024**.

Name	Erf No.	Size M ²	Erf Purchase Price
Salomon Kambinda	6890	400	NAD 72,000.00

3.4 New applications for allocation received on 18 February 2025 and 4 April 2025.

On **18 February 2025** and **4 April 2025**, the Housing Section received sworn declarations and bank pre-approvals from 4 SU employees to be considered for allocation. The details of the applications are as follows:

4. PROPOSAL

No	Name & Surname	Sworn Declaration	Bank Pre-approval
1	Eli Frieda Aebes	Submitted	Submitted
2	Bolly Nehale	Submitted	Submitted
3	Pendapala Sheehama	Submitted	Submitted
4	Herbert Brian Tjizumaue	Submitted	Submitted

4.1 Request for extension of the payment period for 12 beneficiaries from the First Batch of allocation

It is proposed that a 60-day extension be granted to the following 12 beneficiaries who were unable to secure funding due to delays caused by the contention between the developer and Swakop Uranium and financial institutions, due to the high development rate charged by the developer, and failure to accommodate beneficiaries' preferences.

NO.	SURNAME	NAME	ERF NO.	SIZE METRES	ERF PURCHASE PRICE (N\$ 180.00/m ²)
1	Nelende	Johannes Kandali	6872	400	NAD 72 000.00
2	Haiyaka	Julius Ndemweefa	6884	400	NAD 72 000.00
3	Van Rooyen	Jeffrey Nathan	6889	423	NAD 76 140.00
4	Tsaraeb	Nelson Nesley	6893	433	NAD 77 940.00
5	Sheetheni	Festus	6896	400	NAD 72,000.00
6	Ngolo	Efraim	6898	400	NAD 72 000.00
7	Hoabeb	Hotago	6902	400	NAD 72 000.00
8	Mbangula	Petrus	6903	400	NAD 72 000.00
9	Matheus	Edward	6904	480	NAD 86 400.00
10	Johannes	Festus	6906	400	NAD 72 000.00
11	Johr	Albert Eric	6880	400	NAD 72 000.00
12	!Gonteb	Patrick Kenneth	6909	400	NAD 72 000.00

Should Council approve the request for extension of the payment period, an addendum to the Deed of Sale will be signed. The extension of the payment period should not be considered a precedent for any future breaches of contract.

4.2 Re-allocation of Erf 6890, Extension 25, Swakopmund

It is proposed that Council approve the reallocation of Erf 6890 to Mr. Salomon Kambinda, on the basis that no new applications have been received from other employees of SU to replace him.

Name	Erf No.	Size M²	Erf Purchase Price
Salomon Kambinda	6890	400	NAD 72,000.00

4.3. Allocation of erven to SU employees who submitted documents on 18 February 2025 and 4 April 2025.

It is proposed that Council approve the allocation of residential erven to a new SU employee as revoked from applicants who did not sign the deed of sale, as follows:

No	Name & Surname	Erf No	Size	Purchase Price
1	Eli Frieda Aebes	6938	612	NAD 110 160.00
2	Bolly Nehale	6912	666	NAD 119 880.00
3	Herbert Brian Tjizumaue	6923	400	NAD 72 000.00
4	Pendapala Sheehama	6933	400	NAD 72 000.00

4.4 Unclaimed 4 erven from all batches of allocation

It is proposed that, should Council receive new applications from the employees of SU for allocation of erven, in the place of the applicants who failed to sign the Deeds of Sale, non-first-time homeowners, or who have failed to meet the conditions of allocation, shall be revoked. The erven will then be allocated to eligible SU applicants. The following are available for reallocation to new eligible applicants:

No	Erf	Size	Purchase Price	Previous Beneficiary	Reason For Revocation
1	6899	400	NAD 72,000.00	Lukas Dumeni	Did not sign the deed of sale
2	6916	400	NAD 72,000.00	Teopoline Ndiilonga Tulina Matola	Did not sign the deed of sale
3	6920	653	NAD 117 540.00	Abiud Tjijazembua	Did not sign the deed of sale
4	6922	400	NAD 72,000.00	Frans Shipiluleni Kandadi	Did not sign the deed of sale

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

RECOMMENDED:

- (a) That Council takes note of the progress regarding the sale of 63 erven zoned "Single Residential" located in Extension 25, Swakopmund, to qualifying employees of Swakop Uranium.
- (b) That Council takes note that there are 12 purchasers from the first batch of allocation who are in breach of the Deed of Sale and have not settled the purchase price within the prescribed 120-day payment period, despite being issued with notices to remedy the breach within 14 days.
- (c) That Council takes note that the breach mentioned in point (b) above is caused by the dissatisfaction of the beneficiaries with the terms given by the developer and Swakop Uranium, such as the high development rate charged by the developer and rigidity in accommodating the preferences of the beneficiaries during construction.
- (d) That Council approves a 60-day (2-month) extension period for the following 12 beneficiaries to pay the erf prices:

NO.	SURNAME	NAME	ERF NO.	SIZE METRES	ERF PURCHASE PRICE (N\$ 180.00/m ²)
1	Nelende	Johannes Kandali	6872	400	NAD 72 000.00
2	Haiyaka	Julius Ndemweefa	6884	400	NAD 72 000.00
3	Van Rooyen	Jeffrey Nathan	6889	423	NAD 76 140.00
4	Tsaraeb	Nelson Nesley	6893	433	NAD 77 940.00
5	Sheetheni	Festus	6896	400	NAD 72,000.00
6	Ngolo	Efraim	6898	400	NAD 72 000.00
7	Hoabeb	Hotago	6902	400	NAD 72 000.00
8	Mbangula	Petrus	6903	400	NAD 72 000.00
9	Matheus	Edward	6904	480	NAD 86 400.00
10	Johannes	Festus	6906	400	NAD 72 000.00
11	Johr	Albert Eric	6880	400	NAD 72 000.00
12	!Gonteb	Patrick Kenneth	6909	400	NAD 72 000.00

- (e) That the purchaser in (d) above be granted fourteen (14) days from the date of the Council meeting to sign an addendum to the signed Deed of Sale, which shall extend the payment period, commencing on the date of execution by the last signing party.
- (f) That the extension granted in point (d) above not be used as a precedent for future breaches of conditions of allocation.
- (g) That Council approves the reallocation of Erf 6890 Extension 25 at N\$72,000.00 with the size of 400m² to Mr Salomon Kambinda, on the basis that no new applications have been received from other eligible employees of SU to replace him.
- (h) That it be noted that ministerial consent has already been granted for Mr Kambinda.
- (i) That Council approves the allocation of the four (4) single residential erven in Extension 25 Swakopmund, to SU employees who submitted the required documents on 18 February 2025 and 4 April 2025 as follows:

NO	NAME	ERF NO.	SIZE m ²	ERF PURCHASE PRICE
1	Eli Frieda Aebes	6938	612	NAD 110 160.00
2	Bolly Nehale	6912	666	NAD 119 880.00
3	Pendapala Sheehama	6933	400	NAD 72 000.00
4	Herbert Brian Tjizumaue	6923	400	NAD 72 000.00

- (j) That the following 4 erven that were allocated to applicants who did not sign the deed of sale be revoked and allocated to eligible Swakop Uranium employees as they submit the required documents.

NO	Erf	Size	Purchase price	Previous beneficiary
1	6899	400	NAD 72 000.00	Lukas Dumeni
2	6916	400	NAD 72 000.00	Teopoline Ndiilonga Tulina Matola
3	6920	653	NAD 117 540.00	Abiud Tjijazembua
4	6922	400	NAD 72 000.00	Frans Shipiluleni Kandadi

- (k) That all other conditions of sale as determined at the initial allocation remain enforceable.

ANNEXURE A



ANNEXURE B

11.1.22

FEEDBACK ON 63 SINGLE RESIDENTIAL ERVEN ALLOCATED TO SWAKOP URANIUM EMPLOYEES IN EXTENSION 25, SWAKOPMUND

(C/M 2024/01/25 - 16/4/1/2/1/14)

RESOLVED:

- (a) That Council takes note of the progress of the sale of 63 *Single Residential* erven at Extension 25, Swakopmund, that is allocated to employees of Swakop Uranium.
- (b) That Council approves the allocation of 10 erven to the listed employees of SU below, who have submitted the required bank preapprovals and sworn declarations.

No	Name	Erf No.	Size M²	Erf Purchase Price	Submitted Pre-Approval (Amount)
1	Rhodie Nangolo	6907	531	NAD 95 580.00	NAD 560,000.00
2	Richard Basson	6878	413	NAD 74 340.00	NAD 650,000.00
3	Divan Bussel	6894	400	NAD 72 000.00	NAD 751,000.00
4	Festus Sheetheni	6896	400	NAD 72,000.00	NAD 600,000.00
5	Efraim Ngolo	6898	400	NAD 72 000.00	NAD 560,000.00
6	Patrick Gonteb	6909	400	NAD 72 000.00	NAD 786,000.00
7	Lukas Dumeni	6899	400	NAD 72 000.00	NAD 500,000.00
8	Seblon Keendjele	6910	400	NAD 72 000.00	NAD 1,073,000.00
9	Beveline Khoases	6918	400	NAD 72 000.00	NAD 490,000.00
10	Lukas lipinge	6926	400	NAD 72 000.00	NAD 1,250,000.00

- (c) That the remaining 53 beneficiaries as per Annexure "C" (on file) submit the required documents within 30 days from the date of the Council resolution, failing which they will forfeit the opportunity, and the erven will be allocated to other Swakop Uranium employees.
- (d) That Council takes note of the applicants in the table below that are not on the Master waiting list but have submitted the required documents.

No	Name	Master Waiting List	Sworn Declaration	Bank Pre-Approval (NAD)
1	Epafra N Nambele	No	Yes	1,095,000.00
2	P Shikuyele	No	Not Submitted	480,000.00
3	Abiud Tjijazembua	No	Yes	1,500,000.00
4	Elias & Girly M Mbaoroka	No	Yes	750,000.00
5	Lasarus Ipangelwa Lasarus	No	Yes	400,000.00
6	Elishe Nghinaudja & Edward Matheus	No	Yes	1,248,157.65
7	Josef H Shikongo	No	Yes	651,000.00
8	Tsaraeb Nelson Nesley	No	Yes	1,200,000.00
9	Jeffrey Nathan Van Rooyen	No	Yes	550,000.00
10	Jonas Buti Mbangu	No	Yes	452,000.00
11	Pombili D Matsi	No	Yes	Not submitted
12	Judge Mwadino Nakwatumba & Sidney Petrus Andreas	No	Yes	Not submitted
13	Magdalena L Libala	No	Yes	Not submitted
14	Nelson Protasius	No	Yes	650,000.00
15	Titus Ndemuweda	Yes	Yes	600,000.00
16	Lloyd Mwinga	Yes	Yes	Not submitted

- (e) That should the remaining 53 beneficiaries do not submit the required documents within 30 days from the date of Council resolution, the 16 applicants in (d) above should be given an opportunity to select an erf from the remaining 53 erven.
- (f) That the 16 applicants in (d) above be given 30 days from the date the first 30 days in (c) & (e) above lapse.
- (g) That the remaining 37 erven be allocated to SU employees who meet the condition of sale and submit the required documents within 30 days on a round robin list of 30 days each, until all remaining erven are successfully allocated to Swakop Uranium employees.
- (h) That the purchase price and all other conditions of sale determined at the initial allocation remain enforceable.
- (i) That the proposed sale be published in terms of section 63 (2) of the Local Authorities Act, (Act 23 of 1992) as amended, and the beneficiaries be responsible for such cost.
- (j) That, subsequent to the placement of the advert, an application in terms of section 30 (1) (t) of the Local Authority's Act (Act 23 of 1992), as amended, be lodged with the Ministry of Urban and Rural Development for consent to sell to the beneficiaries.
- (k) That Council does not approve the request by Swakop Uranium for South Haven Holdings (Pty) Ltd (the developer) to purchase the 63 erven on behalf of the beneficiaries.
- (l) That the developer will only commence with the construction of the houses:
 - (i) *after beneficiaries have been approved by Council,*
 - (ii) *the erven have been advertised in terms of section 63 of the Local Authorities Act, Act 23 of 1992, as amended,*
 - (iii) *Ministerial consent is given from the Ministry of Urban and Rural Development in terms of section 30 (1) (t) of the Local Authority's Act, (Act 23 of 1992), as amended, to sell the erven to the beneficiaries.*
 - (iv) *the beneficiaries have settled the purchase price and/or made arrangements with banking institutions to settle the purchase price.*
 - (v) *Upon registration of the transfer of the property.*

11.1.5

ANNEXURE C

FEEDBACK ON 63 SINGLE RESIDENTIAL ERVEN ALLOCATED TO SWAKOP URANIUM EMPLOYEES IN EXTENSION 25, SWAKOPMUND

(C/M 2024/06/04 - 16/1/4/2/1/14)

RESOLVED:

- (a) That Council takes note of the feedback on the allocation of the 63 Single Residential erven at Extension 25, Swakopmund, allocated to Swakop Uranium employees.
- (b) That Council takes note that 53 employees who were provisionally allocated erven in Extension 25, Swakopmund, did not comply with the request to submit bank pre-approval and declaration of first-time homeownership, hence the offer has been revoked and the erven should be offered to other Swakop Uranium employees in compliance.
- (c) That Council approves the allocation of 32 single residential erven in Ext 25 Swakopmund, to Swakop Uranium employees who submitted the required documents on 15 December 2023, 23 February 2024, and 22 March 2024, as follows:

No	Name	Erf No.	Size M²	Erf Purchase Price
1	Jeffrey Nathan Van Rooyen	6889	423	NAD 76 140.00
2	Lloyd Mwinga	6892	406	NAD 73 080.00
3	Tsaraeb Nelson Nesley & Pombili D Matsi	6893	433	NAD 77 940.00
4	Magdalena L Libala	6901	413	NAD 74 340.00
5	Elishe Nghinaudja & Edward Matheus	6904	480	NAD 86 400.00
6	Josef H Shikongo	6905	480	NAD 86 400.00
7	Epafra N Nambele	6912	666	NAD 119 880.00
8	Nelson Protasius	6913	413	NAD 74 340.00
9	Titus Ndemuweda	6914	413	NAD 74 340.00
10	Abiud Tjijazembua	6920	653	NAD 117 540.00
11	Jonas Buti Mbangu	6921	415	NAD 74 700.00
12	Elias & Girly M Mbaoroka	6938	612	NAD 110 160.00
13	Lasarus Ipangelwa Lasarus	6939	493	NAD 88 740.00
14	Titus Nguti	6870	400	NAD 72 000.00
15	Johannes Kandali Nelende	6872	400	NAD 72 000.00
16	Efraim Nelson Namaseb	6874	400	NAD 72,000.00
17	Albert Johr	6880	400	NAD 72 000.00
18	Frieda Phillipus	6882	400	NAD 72 000.00
19	Julius Ndemweefa Haiyaka	6884	400	NAD 72 000.00
20	Moses Shikwete	6886	400	NAD 72 000.00
21	Salomon Kambinda	6890	400	NAD 72,000.00
22	N.T. Nhinda	6891	400	NAD 72 000.00
23	Zonique Van Wyk	6895	400	NAD 72 000.00
24	Rafael Amakali	6897	400	NAD 72 000.00
25	Wilbard Ipinge	6900	400	NAD 72 000.00
26	Hotago Hoabeb	6902	400	NAD 72 000.00
27	Petrus Mbangula	6903	400	NAD 72 000.00
28	Festus Johannes	6906	400	NAD 72 000.00
29	Josef Halolye Shikongo	6908	400	NAD 72,000.00
30	Onesmus Amadhila	6911	400	NAD 72 000.00
31	Elifas Tangi Uukule	6915	400	NAD 72 000.00
32	Teopoline Ndiilonga Tulina Matola	6916	400	NAD 72 000.00

- (d) That the remaining 21 erven be allocated to other Swakop Uranium employees as they submit the required documents.
- (e) That the purchase price and all other conditions of sale as determined at the initial allocation remain enforceable.



Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: E.M. Gende
Tel: (+264+61) 297-5175
Fax: (+264+61) 297-5096

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref: 14/14/1/S2
Your Ref:

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

Dear Mr. Benjamin,

**RE: APPLICATION TO SELL 42 UNIMPROVED ERVEN IN EXTENSION 25,
SWAKOPMUND TO EMPLOYEES OF SWAKOP URANIUM**

Your letter dated 08 July 2024 has reference.

The Honourable Minister has, in terms of Section 30 (1) (t) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, granted approval for the Council to sell the below listed immovable properties to the employees of Swakop Uranium by way of private treaty.

N •	Name	Erf No.	Size MP	Township	Purchase (N\$180.00/m ²)	Price
1	Rhodie Nangolo	6907	531	Swakopmu nd Ext. 25	N\$ 95 580.00	
2	Richard Basson	6878	413	Swakopmu nd Ext. 25	N\$ 74 340.00	
3	Divan Bussel	6894	400	Swakopmu nd Ext. 25	N\$ 72 000.00	
4	Festus Sheetheni	6896	400	Swakopmu nd Ext. 25	N\$ 72 000.00	
5	Efraim Ngolo	6898	400	Swakopmu nd Ext. 25	N\$ 72 000.00	
6	Patrick Gonteb	6909	400	Swakopmu nd Ext. 25	N\$ 72 000.00	
7	Lukas Dumeni	6899	400	Swakopmu nd Ext. 25	N\$ 72 000.00	
8	Seblon Keendjele	6910	400	Swakopmu nd Ext. 25	N\$ 72 000.00	

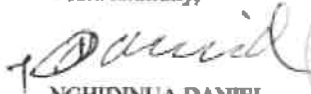
All official correspondence must be addressed to the Executive Director

9	Beveline Khoases	6918	400	Swakopmu nd Ext. 25	N\$ 72 000.00
10	Lukas Iipinge	6926	400	Swakopmu nd Ext. 25	N\$ 72 000.00
11	Jeffrey Nathan Van Rooyen	6889	423	Swakopmu nd Ext. 25	N\$ 76 140.00
12	Lloyd Mwinga	6892	406	Swakopmu nd Ext. 25	N\$ 73 080.00
13	Tsamab Nelson Nesley & Pombili D Matsi	6893	433	Swakopmu nd Ext. 25	N\$ 77 940.00
14	Magdalena L Libala	6901	413	Swakopmu nd Ext. 25	N\$ 74 340.00
15	Elishe Nghinaudja & Edward Matheus	6904	480	Swakopmu nd Ext. 25	N\$ 86 400.00
16	Josef H Shikongo	6905	480	Swakopmu nd Ext. 25	N\$ 86 400.00
17	Epafras N Nambele	6912	666	Swakopmu nd Ext. 25	N\$ 119 880.00
18	Nelson Protasius	6913	413	Swakopmu nd Ext. 25	N\$ 74 340.00
19	Titus Ndemuweda	6914	413	Swakopmu nd Ext. 25	N\$ 74 340.00
20	Abiud Tjijazembua	6920	653	Swakopmu nd Ext. 25	N\$ 117 540.00
21	Jonas Buti Mbangu	6921	415	Swakopmu nd Ext. 25	N\$ 74 700.00
22	Elias & Girty M Mbakroka	6938	612	Swakopmu nd Ext. 25	N\$ 110 160.00
23	Lasarus Ipangelwa Lasarus	6939	493	Swakopmu nd Ext. 25	N\$ 88 740.00
24	Titus Nguti	6870	400	Swakopmu nd Ext. 25	N\$ 72 000.00
25	Johannes Kandali Nelende	6872	400	Swakopmu nd Ext. 25	N\$ 72 000.00
26	Efraim Nelson Namaseb	6874	400	Swakopmu nd Ext. 25	N\$ 72 000.00
27	Albert Johr	6880	400	Swakopmu nd Ext. 25	N\$ 72 000.00
28	Frieda Phillipus	6882	400	Swakopmu nd Ext. 25	N\$ 72 000.00
29	Julius Ndemweefa Haiyaka	6884	400	Swakopmu nd Ext. 25	N\$ 72 000.00
30	Moses Shikwete	6886	400	Swakopmu nd Ext. 25	N\$ 72 000.00
31	Salomon Kambinda	6890	400	Swakopmu nd Ext. 25	N\$ 72 000.00
32	N.T. Nhinda	6891	400	Swakopmu nd Ext. 25	N\$ 72 000.00
33	Zonique Van Wyk	6895	400	Swakopmu nd Ext. 25	N\$ 72 000.00



34	Rafael Amakali	6897	400	Swakopmu nd Ext. 25	N\$ 72 000.00
35	Wilhard Ipinge	6900	400	Swakopmu nd Ext. 25	N\$ 72 000.00
36	Hotago Houbeb	6902	400	Swakopmu nd Ext. 25	N\$ 72 000.00
37	Petrus Mbangula	6903	400	Swakopmu nd Ext. 25	N\$ 72 000.00
38	Festus Johannes	6906	400	Swakopmu nd Ext. 25	N\$ 72 000.00
39	Josef Halolye Shikongo	6908	400	Swakopmu nd Ext. 25	N\$ 72 000.00
40	Onesmus Amadhila	6911	400	Swakopmu nd Ext. 25	N\$ 72 000.00
41	Elifas Tangi Uukule	6915	400	Swakopmu nd Ext. 25	N\$ 72 000.00
42	Teopoline Ndiilonga Tulina Matola	6916	400	Swakopmu nd Ext. 25	N\$ 72 000.00

Yours faithfully,


NGHIDINUA DANIEL
EXECUTIVE DIRECTOR





Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: E.M. Gende
Tel: (+264+61) 297-5175
Fax: (+264+61) 297-5096

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref: 14/14/1/S2
Your Ref.

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

Dear Mr. Benjamin,

RE: APPLICATION TO SELL 19 UNIMPROVED ERVEN IN EXTENSION 25, SWAKOPMUND TO EMPLOYEES OF SWAKOP URANIUM

Your letter dated 07 January 2025 has reference.

The Honourable Minister has, in terms of Section 30 (1) (t) read together with Section 63 (2) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, granted approval for the Council to sell the below listed immovable properties to the employees of Swakop Uranium by way of private treaty.

NO.	NAME	ERF NO.	SIZE m ²	Zoning	Township	PURCHASE PRICE (N\$)
1	Sam Kashikuka Shivute	6917	400	Single Residential	Swakopmund Extension 25	72 000.00
2	Ndeshipanda Ndafewa Neshuku	6919	400	Single Residential	Swakopmund Extension 25	72 000.00
3	Frans Shipiluleni Kandadi	6922	400	Single Residential	Swakopmund Extension 25	72 000.00
4	Isaskar Tuyoleni Eliakim	6923	400	Single Residential	Swakopmund Extension 25	72 000.00
5	Petrus Amakali	6924	400	Single Residential	Swakopmund Extension 25	72 000.00
6	Thomas Mekondjo Uushona & Irya Penombili Shikongo	6925	400	Single Residential	Swakopmund Extension 25	72 000.00
7	Sidney Petrus Andreas	6927	400	Single Residential	Swakopmund Extension 25	72 000.00

All official correspondence must be addressed to the Executive Director

8	Seth Homeboy Manga	6929	400	Single Residential	Swakopmund Extension 25	72 000.00
9	Asser Shilipishiwa Nghiftikoko	6930	400	Single Residential	Swakopmund Extension 25	72 000.00
10	Lukius Futo Shipandeni Shilongo	6931	400	Single Residential	Swakopmund Extension 25	72 000.00
11	Richardo Nghishiweni Thomas	6932	400	Single Residential	Swakopmund Extension 25	72 000.00
12	Johannes Inekela Kuyuhwa	6933	400	Single Residential	Swakopmund Extension 25	72 000.00
13	Lerato Khitango T Heibes	6934	400	Single Residential	Swakopmund Extension 25	72 000.00
14	Mikael Amweenye	6935	400	Single Residential	Swakopmund Extension 25	72 000.00
15	Ernst Keib	6937	400	Single Residential	Swakopmund Extension 25	72 000.00
16	Denzel Xoagus	6940	400	Single Residential	Swakopmund Extension 25	72 000.00
17	Parastus O Nuuyoma	6941	400	Single Residential	Swakopmund Extension 25	72 000.00
18	Jannetha Adeila Kalomo	6942	400	Single Residential	Swakopmund Extension 25	72 000.00
19	Martin Ipinge Atsipara	6943	400	Single Residential	Swakopmund Extension 25	72 000.00

Yours faithfully,


 NGHIDINUA DANIEL
 EXECUTIVE DIRECTOR



ANNEXURE F



Husab Tower, 2nd Floor,
c/o Leutwein and Nathanael Maxuilli Streets,
Swakopmund, Namibia
PO Box 8667, Swakopmund, Namibia
Tel +264 (0) 64 410 9000 ; Fax +264 (0) 64 410 9001
www.swakopuranium.com

Reference: SU NO. 2025– 024

Chief Executive Officer
Municipality of Swakopmund
P.O. Box 53
Swakopmund
Namibia

Date: 18 February 2025

Dear Mr. Benjamin

I am kindly requesting that the ten beneficiaries who have not yet settled the purchase price of their erven by **18 February 2025** be granted an extension of **60 days** in which to do so.

The project has experienced several delays including the re-costing exercise that the developer undertook to meet bank requirements for funding. Furthermore, other challenges arose which led to the subsequent lapsing of the specified 120-day period in which the ten beneficiaries were supposed to pay off their erven.

We have had extensive talks with Standard Bank and FNB in particular who have indicated that they are willing to secure home loans for the beneficiaries for the erven and the revised building cost. They have indicated that 60 days should be sufficient time to finalize the payments.

Additionally, I have inserted below the required documentation for the 8 new beneficiaries who will be replacing those employees who failed to sign the Deed of Sale. These beneficiaries were asked to submit their documentation to your office. See their names below:

10 beneficiaries who did not pay-off erven in 120-day period:	
Edward Matheus	Efraim Ngolo
Festus Johannes	Festus Sheetheni
Petrus Mbangula	Nelson Tsaraeb
Hotago Hoabeb	Jeffrey Nathan van Rooyen
Julius Ndemweefa Haiyaka	Johannes Kandali Nelende

The below are new applications/ re-submissions of those who failed to sign the Deed of Sale on time.

New Submissions/ Re-submissions after failing to sign DOS on time	
Salomon Kambinda (re-submission)	Eli Aebes
Billy Nehale	

Please let me know if there is anything further needed or if any additional information is required. I trust this will enable the preparation for the submission to the Council.



Husab Tower, 2nd Floor,
c/o Leutwein and Nathanael Maxullili Streets,
Swakopmund, Namibia
PO Box 8867, Swakopmund, Namibia
Tel +264 (0) 64 410 9000 | Fax +264 (0) 64 410 9001
www.swakopuranium.com

The Committee continues to encourage the beneficiaries and potential beneficiaries to recommit themselves towards home ownership scheme. Thanking you for your continued support.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Chizabulyo'.

Patrick Chizabulyo
2025.02.18
17:31:22 +02'00'

Patrick Chizabulyo
Chairman : Swakop Uranium Housing Committee



+264 61 410 4111 | swakmund@swakmund.com.na | P.O. Box 53, Swakopmund, Namibia

Ref No: 16/1/4/21/14

Enquiries: Nikolas Ndeikonghola

08 November 2024

The Housing Committee Secretariat: Swakop Uranium
CGN Swakop Uranium
P O Box 8667
SWAKOPMUND
13001

Att: Mr Patrick Chizabulyo

Patrick.Chizabulyo@cgnpc.com

Dear Sir

**SWAKOP URANIUM: 1. REQUEST FOR PAYMENT OF ADVERTISEMENT COST
2. SWAKOP URANIUM EMPLOYEES WHO DID NOT SIGN THE DEED OF SALE
3. NEW APPLICATIONS RECEIVED ON 22 OCTOBER 2024**

We refer to the above subject matter, and our letters dated 4 & 21 October 2024.

1. Request for payment for newspaper advertisement costs

Kindly be reminded that we are still awaiting payment of an amount of N\$10,000.00, to publish the of sale of 19 Single Residential erven, as approved at the Council meeting held on 8 October 2024, under item 11.1.9. This advertisement is in accordance with the provisions of Section 63 (2) of the Local Authorities Act, (Act 23 of 1992), as amended.

2. Approved Swakop Uranium Employees who did not sign the deeds of sale

You are further hereby informed that there are 7 Swakop Uranium employees from the first batch of 42 approved applicants who have not yet signed their deeds of sale, despite being granted several extensions of time. A submission will be made



to update Council regarding the matter, which may include the revocation of the erven and reallocation to other eligible Swakop Uranium applicants.

No	Erf No	Name & Surname
1	6890	Salomon Kambinda
2	6899	Lukas Dumeni
3	6912	Epafras N Nambale
4	6916	Teopoline Ndiilonga Tulina Matola
5	6920	Abiud Tjijazembua
6	6938	Elias & Girly M Mbaoroka

3. Applications received on 22 October 2024

On **22 October 2024**, bank pre-approvals and declarations of first-time homeownership of Swakop Uranium employees were received from the Swakop Uranium Housing Committee; and the following 4 applicants will be submitted to Management Committee, and Council for allocation:

No	Name & Surname	Sworn Declaration	Bank Pre-approval
1	Panduleni Sifela and Sesta Kongeni Omwene Shifela	Yes	Yes
2	David Hilithilwa Ekandjo	Yes	Yes
3	Charles Uulenga Iita	Yes	Yes
4	Seibon Uudhigu and Laimi Nditala Endjala	Yes	Yes

The 4 erven allocated above consist of 2 erven remaining from the last allocation, 1 erf from a double allocation in the first batch, and 1 erf revoked from an employee who is not a first-time homeowner.

For any further enquiries, please do not hesitate to contact Mr Nikolas Ndeikonghola at ☎: 064-4104232.

Yours faithfully


Mpasi Haingura
 General Manager: Corporate Services & HC
 /nsn



CC: Chief Executive Officer



11.1.28

PROCUREMENT QUARTERLY PROGRESS REPORTS JULY 2024 TO MARCH 2025

(C/M 2025/04/29 - 5/P)

Ordinary Management Committee Meeting of 15 April 2025, Addendum **10.21** page **210** refers.

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

1. INTRODUCTION

In accordance with **Section 25(2)** of the Public Procurement Act, 2015 (Act No. 15 of 2015), as amended, the Accounting Officer of a Public Entity is mandated to submit a quarterly progress report to the Procurement Policy Unit within 30 days following the conclusion of each quarter.

2. BACKGROUND

The submission history of the quarterly progress reports is as follows:

- **July 2024 - September 2024:** Submitted on 31 October 2024.
- **October 2024 - December 2024:** Submitted on 27 January 2025.
- **January 2025 - March 2025:** Submitted on 8 April 2025.

These submissions align with the stipulations of the Act and correspond with the Council's financial year cycle.

3. QUARTERLY HIGHLIGHTS

Quarter - 01 July 2024 to 30 September 2024

- Total procurement awarded **N\$54 558 587.32**
- **Key projects**

Procurement Number	Procurement Description	Name Of Bidder Awarded	Awarded Amount
W/ONB/SM-004/2024	Remedial Measures For Structural Damages At The Balancing Tank, Tamariskia	Om'kuto Contractors And Developers	N\$1 231 868,00
W/ONB/SM-001/2024	Extension Of the Main Fire Brigade Station	Om'kuto Contractors And Developers Cc	N\$2 941 585,17
G/RFQ/SM-004/2024	Supply And Delivery Of Pre-Paid Water Meters And Water Meter Boxes	Netvend Metering Solutions Cc	N\$1 319 488,40
G/ONB/SM-005/2024	Supply & Delivery Of Water Tanker	Indongo Auto T/A Hino Indongo	N\$2 204 584,95
W/ONB/SM-005/2024	Extension Of Existing Water Network For Swakopmund Smallholdings	Unity One Investment Cc	N\$1 471 097,60
CS/RP/SM-006/2024	Request For Proposal For The Procurement Of Internal Audit Services For 3 Years Was Advertised	Ernst & Young	N\$2 530 368,00

Quarter: 2 - 01 October 2024 to 31 December 2024

- Total procurement awarded **N\$102 424 870.26**
- **Key projects**

Procurement Number	Procurement Description	Name Of Bidder Awarded	Awarded Amount
NCS/ONB/SM-003/2024	Provision Of Security Services For A Period Of Fifteen (15) Months	Omambudu Security Services	N\$3 418 754,40
NCS/ONB/SM-004/2024	Provision Of Landfill Management Service	Frontier Multi Industries Pty Ltd	N\$13 140 360,00

NCS/RFO/SM-053/2024	Printing And Mailing Of Accounts And Statements For The Swakopmund Municipality	Namibia Post Limited	N\$1 757 244,94
W/ONB/SM-008/2024:	Renovation Of The Seating Cubicles At The Mole	Jesaya Steel Manufacture And Engineering CC	N\$4 729 331,68
W/ONB/SM-006/2024	Renovations, Upgrades, And Additions To The Health & Solid Waste Management Facilities, Rem/1596 (Rem/1596)	Unity One Investments Cc	N\$3 891 183,24
CS/RP/SM-007/2024	Design Of A Potable Water Reservoir For the New Northern Wedge Area And Ocean View Extensions in Swakopmund	Element Consulting Engineers (Pty) Ltd	N\$2 334 171,96
W/ONB/SM-007/2024	The Renovation Of The Facilities On Erf 610 Tamariskia To Serve As An Emergency Shelter (T 610	Jesaya Steel Manufacture And Engineering Cc Jv Esh Trading Cc	N\$8 068 784,13
W/RFO/SM-015/2024	Construction Of Speed Calming In Regenstein Street	TLS Trading Enterprises Cc	N\$606 075,30
W/ONB/SM-011/2024	Upgrading Of Libertina Amathila Street	Paul And Lucy Investment	N\$5 086 869,51

Quarter: 3 – 01 January 2025 to 30 March 2025

- Total procurement awarded **N\$52 865 740.14**
- **Key projects**

Procurement Number	Procurement Description	Name Of Bidder Awarded	Awarded Amount
W/ONB/SM-005/2024	Provision Of Municipal Services For Extension 42, Wagdaar – Phase 1	Zero Six Five Trading Jv Mawila Technical Services Cc	N\$38 562 310,75
W/ONB/SM-012/2024	Supply, Delivery, And Installation Of A 1000 Cubic Meters Portable Water Tank At Small-Holdings, Swakopmund	Om'kuto Contractors & Developers	N\$4 247 222,83
W/RFO/SM-001/20245	Procurement Process: Placement Of Rock Armour For The Revetment At Jetty & Mile 4	Refuse Solutions	N\$1 767 653,50
G/ONB/SM-006/2025	Supply And Delivery Of Fuel And Oil To The Municipality Of Swakopmund For The Period 1 March 2025 – 28 February 2028	Namcor Petroleum Trading And Distribution (PTY) LTD	N\$19,09
			N\$18,54
			N\$11 167,61
			N\$12 300,56

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

RECOMMENDED:

That Council takes note of the procurement quarterly progress reports for the periods stated above, as submitted by the Chief Executive Officer.