

# AGENDA

Ordinary Council Meeting

on

**THURSDAY**

28 NOVEMBER 2019

at

19:00



MUNICIPALITY OF SWAKOPMUND

**MUNICIPALITY OF SWAKOPMUND**

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Ref No        A 2/3/5

Enquiries:    Aloysia Kahuka

20 November 2019

The Mayor and Councillors  
Municipality  
**SWAKOPMUND**

Dear Sir / Madam

**NOTICE: ORDINARY COUNCIL MEETING**

Notice is hereby given of an **ORDINARY COUNCIL MEETING** to be held in the Council Chambers, Municipal Office Building, Swakopmund on:

**THURSDAY, 28 NOVEMBER 2019 AT 19:00,**

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

AKJ-

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2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL

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4. CONFIRMATION OF MINUTES OF THE PREVIOUS MEETING OF COUNCIL  
(C/M 2019/10/31 - A 2/3/5)
- 4.1 Minutes of an Ordinary Council Meeting held on 31 October 2019.  
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5. OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS

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

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7. PETITIONS  
None.

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8. MOTIONS OF MEMBERS  
None.

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

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- 10.1 REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING NOVEMBER 2019

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

None.

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13. DRAFT REGULATIONS AND TARIFFS, IF ANY

None.

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**MINUTES**

of an Ordinary Council Meeting held in the Council Chambers, Municipal Head Office, Swakopmund on Thursday, 31 October 2019 at 19:20.

**PRESENT:**

Councillor P Nashilundo	:	Mayor
Councillor E Shitana	:	Shitana
Councillor K N Jason	:	Alternate Chairperson of MC
Councillor A M Marsh	:	Member of Management Committee -
Councillor N N Salomon	:	Member of Management Committee
Councillor W O Groenewald	:	Alternate Member of MC
Alderman E //Khoaseb	:	Member of Council

**OFFICIALS:**

Mr A Benjamin	:	Chief Executive Officer
Mr H //Naruseb	:	GM: Finance
Mr C McClune	:	GM: Engineering Services
Mr V Kaulings	:	Acting GM: Community Development Services
Ms M Bahr	:	Acting GM: Corporate Services & HR
Ms L Mutenda	:	Manager: Health Services
Ms M Bahr	:	Manager: Human Resources
Mr M Cloete	:	Manager: Traffic
Ms J Angolo	:	Acting Manager: Town Planning
Ms A Kahulka	:	Administrative Officer: Admin
Ms W Kauripeke	:	Switchboard: Operator: M&C

**ALSO PRESENT:**

Also present was one (1) staff member receiving going on retirement, Swakopmund Constituency Councillor Juuso Kambueshe, One (1) member of the Media, and twelve (12) Members of the public.

**1. OPENING BY PRAYER**

Pastor Francois Koch opened the meeting with scripture reading and a prayer.

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

On proposal of Councillor E Shitana seconded by Councillor K N Jason it was:

**RESOLVED:**

That the agenda be adopted.

<p>EO: A GM: CSE/HR</p>
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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 E K Hangula - Approved

3.2 Declaration of interest:

Councillor W O Groenewald - Item 11.1.20

4. **CONFIRMATION OF MINUTES**

(C/M 2019/10/31 - A 2/3/5)

4.1 **MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 26 SEPTEMBER 2019**

On proposal of Councillor K N Jason seconded by Councillor N N Salomon it was:

**RESOLVED:**

CO: A  
GM: CS&HT

That the minutes of the Ordinary Council Meeting held on 26 September 2019, be confirmed as correct.

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

(C/M 2019/08/29 - A 2/3/5)

5.1 Her Worship, the Mayor, also announced as follows:

*Honourable Councillors, Pastor Francois Koch, The Chief Executive Officer, Mr. Afeez Benjamin, General Managers, Managers, Officials, Members of the Community, Members of the Media, Ladies and Gentlemen, All Protocol observed*

*Good evening and welcome to the Council Announcements for the month of October where we will be sharing an update of what Council has been busy with during this month.*

*Please allow me to share a Bible scripture from the book of Romans 12 verse 7-8 and it reads, "If your gift is that of serving others, serve them well. If you are a teacher, do a good work of teaching. If your gift is to encourage others, do it if you have money, share it generously. If God has given you leadership ability, take the responsibility seriously. And if you have a gift for showing kindness to others, do it gladly."*

**Ladies and Gentlemen**

*The Honourable Councillors and I had the following official engagements during the month of October:*

- *The inauguration of the Trektope Solar Production*
- *Breakfast sessions with Alexander Forbes Investments*
- *Official opening of the Nedbank Desert Dash*
- *Feedback meetings held with the Right Honourable, Saara Kusongelwa-Amadhila, the Prime Minister and Honourable Derek Klazes, the Deputy Minister of Urban and Rural Development*

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- Namibia Navy 150th Anniversary Celebration
- Launch of the National Food bank in the Erongo Region
- Official opening of the NaDEET Sustainability Centre
- Annual Spring School for Regional and Town Planners
- Erongo Red Stakeholders Summit
- Various meetings with public members
- In-house meetings

Please allow me to extend my heartfelt gratitude to the Honourable Councillors who tirelessly work in order to meet the needs of the community of Swakopmund. Your dedication is commendable.

Honourable Councillors, Ladies and gentlemen,

World food day is annually commemorated globally on the 16th of October with the aim to bring people together to eradicate worldwide hunger. The world food day events promote awareness and action for those who suffer from hunger and the need to ensure food security and nutritious diets for all. The main focus of the day serves as a reminder that food is a basic and fundamental human right.

In recognition of this day, the Municipal Health Department set up a stand outside the Municipal building to commemorate the World Food day. A suggestion box was available and people that visited the stand were given the opportunity to share their ideas on how local authorities and the community can contribute to eradicating poverty in the country.

In addition, staff members and the community were encouraged to donate non-perishable food products. These fruits and refreshments were further distributed amongst approximately 200 beneficiaries at the various kindergartens and soup kitchens in the DRC informal settlement and Tulhawa.

Honourable Councillors, Ladies and gentlemen,

On the 21st of October, the Food Bank Roll out programme and distribution for the Erongo Region was launched at the Multipurpose Centre here in Swakopmund. In His quest to eradicate poverty and to ensure that no child is left with hunger, His Excellency Dr. Hage Geingob launched the foodbank in the year 2016.

In a speech read on his behalf, His Excellency reported that the countryside roll-out programme is currently benefiting 10,100 households and employing 383 young Namibians across the fourteen regions of the country. His Excellency, Dr. Hage Geingob reiterated the need for a multifaceted approach in order to effectively eradicate poverty.

Ladies and gentlemen,

I have been informed that a total of 213 households from the Erongo Region will benefit from this initiative. We as Council are immensely grateful for this as it will greatly assist many destitute community members of our town.

Ladies and gentlemen,

The Swakopmund Municipality Volleyball team attended the annually SAIMSA games which was held in Lusaka, Zambia from 22nd to 27th of September 2019.



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The following are the results of the overall:

- Golf – Gold
- Volleyball (Males) Bronze
- Volleyball (Females) – Gold
- Volleyball Mix- Silver
- 10 km Marathon Silver (Costs)
- Pool (Doubles) Silver (Combined with Herries)

On behalf of Council, I would like to congratulate all the participating members and winners at the SAIMGA games. Thank you very much for representing Namibia at sports level. Sports have the ability to bring cultures together and promote positive messages of peace and understanding and therefore, the gatherings of this nature built bilateral agreements and friendships among nations.

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

### 6.1 Long Service Awards

#### Ladies & Gentlemen

##### Retirement

#### Ladies & Gentlemen

We hereby would like to acknowledge the following staff member, Ms. Heidi Meier who will be retiring from the Municipality. Ms. Meier has been serving the Council for 28 years and 4 months.

Ms. Meier, we are immensely grateful to you for all your loyalty and dedication that you have shown to the Council. The contribution you have given to the Municipality has made a tremendous difference in its overall vision. We wish you a peaceful retirement and wish you all the best.

#### Ladies & Gentlemen

Thank you for your undivided attention.

#### Ladies & Gentlemen

Thank you for your undivided attention.

Pauline Nshlungu

**MAYOR**

## 7. PETITIONS

None.

## 8. MOTIONS OF MEMBERS

None.

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

None.

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10. REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1)(E) OF THE ACT
- 10.1 REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING OCTOBER 2019
10. Minutes of Ordinary Management Committee meeting held on 15 October 2019.

11. RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE
- 11.1 ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 15 OCTOBER 2019 AND SPECIAL MANAGEMENT COMMITTEE MEETING HELD ON 26 SEPTEMBER 2019

- 11.1.1 WRITING OFF OF REDUNDANT VEHICLES AND EQUIPMENT AT THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT- TRAFFIC SECTION

(C/M 2019/10/31 - 16/2/8/1, L 2)

CO: P
CSO
SMT: CL&HT

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

- (a) That the writing-off of the redundant vehicles from the Community Development Services Department be approved and that the vehicles only be auctioned once replaced with the new fleet:

Registration No	Make	Fleet No	Model Year
N 8999 S	Volkswagen Golf Hatch Back	TP0040	2008
N 4214 S	Domoto Motor Cycle	TP0209	2012
N 15994 S	Chevrolet Cruze Sedan	TP0214	2010
N 15995 S	Chevrolet Cruze Sedan	TP0210	2010
N 15996 S	Chevrolet Cruze Sedan	TP0211	2010
N 15997 S	Chevrolet Cruze Sedan	TP0212	2010
N 15998 S	Chevrolet Cruze Sedan	TP0213	2010
N 18654 S	Chevrolet Cruze Hatch Back	TP0281	2013
N 18657 S	Chevrolet Cruze Hatch Back	TP0283	2013

- (b) The following furniture and goods from the Community Development Services Department be written off:

Quantity	Object	Remarks
2	Life Lock Alcohol Testers: I. SN 12014716-121 II. SN 12014710-121	Alcohol Testers are outdated.
8	Wooden Desks with drawers	Desks were replaced

- (c) That the Chief Executive Officer and the Chairperson of the Management Committee determines the upset prices.

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**11.1.2 OLD AND REDUNDANT ITEMS/EQUIPMENT: CORPORATE AND HUMAN RESOURCES DEPARTMENT - BILLABONG GOLF**  
(C/M 2019/09/26 - 16/2/8/1, L 2)

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

CO: P  
CEO  
GM: CS&HR

- (a) That the following old and redundant vehicle in the Corporate Services & HR Department be written off and sold at the next Public Auction:

Fleet No.	Reg. No.	Make	Model
0115	N 4420 S	Golf Billabong	2012

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

**11.1.3 OLD AND REDUNDANT ITEMS / EQUIPMENT: ENGINEERING SERVICES DEPARTMENT (PARKS & GARDENS WORKS SECTION, SEWERAGE SECTION AND OFFICE)**  
(C/M 2019/09/26 - 16/2/8/1, L 2)

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

CO: P  
CEO  
GM: CS&HR

- (a) That the following old and redundant vehicles, equipment and materials in the Engineering Services Department be written off and sold at the next Public Auction.

**Vehicles:**

Fleet No.	Reg. No.	Make	Model
F7E0188	N 5497 S	Opel Corsa	2003
F7E0105	N 11518 S	Opel Corsa Matchback	2006
F7C0250	N18754S	M-Benz	2012
FVA0061	N4864S	Isuzu KB2500	2003

**Materials / Equipment:**

Quantity	Description
1	SJ - 0275 - Honda Water Pump - GX160WB30
1	SJ - 0052 - Honda / wacker VPA Plate Vibrator - GCAFT 2618825
1	SJ - 0252 - Hoffmann High Pressure Cleaner - 420CC-T190111200
1	SJ - 0053 - Honda Plate Vibrator
1	SJ - 0128 - Robin Generator - Mecc Alte Spa
1	SJ - 0257 - Briggs & Stratton Water pump - 018477
1	Chainsaw Engine
1	PG0097 - Lawn Mower
1	Kudu Lawn Mower
23	Wheelbarrows (Works Section)
1	Defy Fridge Freezer
15	Office Tables
2	Walk behind Sweeping Machines
1	Defy Kettle - White
11	Toilet Seat Covers
4	Toilet Pots - White
4	Toilet Cistern
2	Soap Dispensers

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4	Toilet Pens
2	Steel Toilet Pen
2	Steel Toilet Roll Holders
1	Salon Pen
6	Steel Washing Basins
2	Steel Toilet Cistern
38	Sprayer Stands
4	Washing Basins - White
1	Melware Kettle
3	Toilet Paper Holders
1	800 mtr Aloepipes
2	Moss
1	Pier
2	Carpets
42	Plastic Grass Rakes
23	Hard Street Brooms
2	Cupboards - Wooden
2	Drawers
5	Garden Forks
1	Wooden Chair
2	Iron Rakes
1	Shifting Spanner
6	Hand Pruning Secateurs
2	Spades
1	Shovel
1	Palm Saw
2	Bags with sprayers, sprinklers, pipe and fittings
2	Buxus Pink Linen
1	HP Office Jet 7800A Color printer/Scanner - 8FR26LJ1006
1	PC Stand (Sewerage Section)
1	Table (Sewerage Section)
1	PC Monitor (SWASOC) (Sewerage Section)
1	PC Tower (SWASOC) (Sewerage Section)
1	Cupboard (Sewerage Section)
2	Steel locker (Sewerage Section)
1	OKI Printer C3800 (Building Section)

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

#### 11.1.4 OLD AND REDUNDANT ITEMS: FINANCE DEPARTMENT

(CM 2019/10/31 - 16/2/8/1, L 2)

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

CO: P  
 CEO  
 CSM: C3848

- (a) That the following redundant items need to be written off and sold at the next public auction.

Quantity	Descriptions
17	Chairs
4	Wooden Box
2	Broken Computer Monitors
4	Heaters
4	Steel Box
1	Christmas Tree
5	Calculators
5	Printers
1	Copy Machine
1	Meter Reader Card Printer

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9	Computer Box
3	Computer Screen
3	Telephones
1	Scanner
1	Envelope Sealer

- (b) That the Chief Executive Officer and the Chairperson of the Management Committee to determine the upset prices.

**11.1.5 WRITING OFF: OLD AND REDUNDANT EQUIPMENT - ENGINEERING SERVICES DEPARTMENT**

(C/M 2019/10/31 - 16/2/5/1, L 2)

CO: P  
CEO  
GM: C&HR

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

- (a) That the following equipment in the Engineering Services Department be written off and sold at the next public auction.

Equipment	Total	Reason
PW Officejet 7110 Printer (Airport Serial No. CN6815R068)	1	Broken
Office Chair (Building Section)	1	Broken
Ure	1	Broken

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

**11.1.6 EXTENSION 14, SWAKOPMUND: APPLICATION FOR EXTENSION OF TIME - ERF 4908**

(C/M 2019/10/31 - E 4908)

CO: P  
GM: C&HR

**RECOMMENDED:**

- (a) That the application by Mr S A Angula for the extension of the due date until 02 March 2020, to secure the purchase price of Erf 4908, Swakopmund, subject to interest, be approved.
- (b) That the extension be granted on condition that the Rates & Taxes are paid up to date.
- (c) That the applicant submits proof of their efforts to secure funding for the development.

**11.1.7 CANCELLATION CONFIRMATION: ERF 4873, SWAKOPMUND**

(C/M 2019/10/31 - Erf 4873, 8)

CO: P  
GM: C&HR

**RESOLVED:**

- (a) That Council takes note of the cancellation of Erf 4873, Swakopmund to Magnetize Investment CC due to failure to comply with the due date to secure the purchase price.
- (b) That Magnetize Investment CC be encouraged to take part in the future closed bid sale of industrial erven.

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- (c) That Erf 4873, Swakopmund be offered chronologically to the next qualifying bidders listed.

11.1.8 CANCELLATION CONFIRMATION: ERF 4873, SWAKOPMUND  
(C/M 2019/10/31 - Erf 4873, G)

CO: P  
GM: CDEHR

RESOLVED:

- (a) That Council takes note of the cancellation of Erf 4873, Swakopmund to Magnetize Investment CC due to failure to comply with the due date to secure the purchase price.
- (b) That Magnetize Investment CC be encouraged to take part in the future closed bid sale of industrial erven.
- (c) That Erf 4873, Swakopmund be offered chronologically to the next qualifying bidders listed.

11.1.9 ERF 10033, (A PORTION OF ERF 2226), SWAKOPMUND; ALLOCATION TO BLAKE ONE PROPERTY DEVELOPMENT (PTY) LTD  
(C/M 2019/10/31 - E 10033)

CO: P  
GM: CDEHR

RESOLVED:

- (a) That Council takes note that Messrs Blake One Property Development (Pty) Ltd did not accept the offer by Council in writing and that the required deposit was not paid by 02 January 2019 as required in terms of the Council resolution passed on 27 September 2018 under item 11.1.14.
- (b) That Council grants Messrs Blake One Property Development (Pty) Ltd time until 30 November 2019 to pay the required deposit in terms of Council's decision passed on 27 September 2018 under item 11.1.4 point (f).
- (c) That should Messrs Blake One Property Development (Pty) Ltd not perform as per point (b) above, the transaction be cancelled.
- (d) That Council remains with the purchase price in the amount of N\$950.00/m<sup>2</sup> (N\$3 726 850.00) approved on 27 September 2018 under item 11.1.14 plus the statutory costs in the amount of N\$145 086.32.
- (e) That in case of the cancellation of the transaction, Council sells the erf by closed bid sale on a date to be determined at the price approved by Council on 27 September 2018 as N\$950.00/m<sup>2</sup> and additional costs incurred; and subject to the conditions approved.

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11.1.10 **APPLICATION FOR EXTENSION OF TIME TO DEVELOP  
ERF 3290, MONDESA**

(C/M 2019/10/31 - M 3290)

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

- (a) That Council approves the extension of time of 36 months to the Evangelical Lutheran Church in Namibia to commence and complete the construction of the building on Erf 3290, Mondesa until 05 November 2022.
- (b) That the Evangelical Lutheran Church in Namibia be informed that the extension of the due date in (a) above does not absolve them from the payment of basic service charges.
- (c) That an addendum to the agreement be compiled to affect the amendments above.
- (d) That the extension be granted on condition that the Rates & Taxes are paid up to date.
- (e) That the applicant submits proof of their efforts to secure funding for the development.

11.1.11 **ERF 4855, SWAKOPMUND: APPLICATION TO WAIVE PRE-  
EMPTIVE RIGHT**

(C/M 2019/10/31 - E4855, 19.03.02)

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

- (a) That Council waives the pre-emptive right registered over Erf 4855, Swakopmund and permits Mr Harold V Ganaseb and Mrs Jolanda Ganases to sell their erf to a third party as they are unemployed and currently in financial difficulties and the municipal services are in arrears with N\$71 991.44 plus N\$242 360.55 from the First National Bank.
- (b) That in future, Council waive its pre-emptive rights based on the merit of the application provided that the applicant submits evidence to support the appeal and claim.

11.1.12 **HANGAR 60: APPLICATION FOR EXTENSION OF TIME TO  
CONSTRUCT HANGAR ON THE LEASE SITE**

(C/M 2019/10/31 - Hangar 60)

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

- (a) That it be noted that the lessee of Hangar 60, The Jan Coetzee Family Trust, applies for an extension of time to erect a hangar on the lease site.

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- (b) That an extension of 12 months be given to Messrs The Jan Coetzee Family Trust (Pty) Ltd in addition to the period which lapsed on 01 July 2019 to construct a hangar.
- (c) That an addendum to the lease agreement be compiled and entered into the lessee in respect of the extension granted in point (b) above.

11.1.13 SPECIAL CONSENT FOR THE RELAXATION OF STREET BUILDING LINES FROM 5 METRES TO 0 METRES ON ERF 55, SWAKOPMUND  
(C/M 2019/10/31 - E 55)

CO: P  
GM: CSE/HT

RESOLVED:

- (a) That the application for a special consent to relax a street building line from 5 metres to 0 metres from the street for Erf 55, Swakopmund be turned down.
- (b) That the applicant applies to their Board of Trustees for a portion of Erf 55, Swakopmund that is in line with the provisions of the Swakopmund Town Planning Scheme in order to extend their unit.
- (c) That the applicant be informed of his rights to appeal to the Minister against Council's Resolution in respect of resolution (a) above in terms of Clause 8.7 of the Swakopmund Town Planning Scheme within 28 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

11.1.14 LOCAL ECONOMIC DEVELOPMENT STRATEGY (2019 -2023)  
(C/M 2019/10/31 - A 2/3/15)

CEO  
Acting GM: CCS

RESOLVED:

- (a) That the Local Economic Development Strategy (2019-2023) (on file) be approved.
- (b) That Council prioritize Local Economic Development and ensure that sufficient funds are availed on annual basis.



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11.1.15 **REQUEST TO FORMULATE THE SWAKOPMUND MICRO AND SMALL ENTERPRISES DEVELOPMENT AND PROMOTION POLICY**

(C/M 2019/10/31 - J 6, A2/3/15)

CEO Acting GM: CDS
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**RESOLVED:**

- (a) That Council approves the formulation of the Swakopmund Micro and Small Enterprises Development and Promotion Policy.
- (b) That permission be granted for the Community Development Services Department to budget N\$500 000,00 for the policy during the 2020 / 2021 financial year in order to conduct the research followed by the drafting of the document.
- (c) That the Policy be reviewed once every five years, after implementation.

11.1.16 **TRANSFER OF FUNDS - CAPITAL BUDGET 2019/20**

(C/M 2019/10/31 - N 7/3/1/2)

GM: F
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**RESOLVED:**

That the funds budgeted for the capital project below be transferred to the 2019 / 2020 financial year.

Description	Amount N\$	Vote Number
Overhead Projector	150 000,00	201534027600

11.1.17 **AESTHETICS COMMITTEE: BI-ANNUAL APPOINTMENT OF MEMBERSHIP: LOCAL ARCHITECTS & COMMUNITY REPRESENTATIVES**

(C/M 2019/10/31 - J 8)

CEO
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**RESOLVED:**

- (a) That according to the Guidelines the choice of members of the Aesthetics Committee be determined by Council to nominate two (2) Registered Local Architects and two (2) Community Representatives:

Local Architects (2)	Ms Karen Miller Mr Michiel Coetzee
A registered Urban Planner	Mr John Heita (Manager : Town Planning)
Community Representatives (2)	Ms Sara-Leigh Elago Mr Hilarus Abraham / Mr Shikongo
A Town Councillor	Councillor K N Jason Councillor E K Mangula (Second)
Chief Executive Officer	Chief Executive Officer

- (b) That the Local Architects and Community Representatives of the Aesthetics Committee be

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appointed every 3 (three) years by Council in order to ensure that a rotation of membership takes place.

**11.1.18 CLOSED BID SALES FOR EXTENSION 14**  
(C/M 2019/10/31 - G 3/02/14, E 2023, S, 318 M4, 334 M4)

**RESOLVED:**

CO: P  
GM: CS&H

That should erven remain available after the closed bid sale of 11 October 2019 (21 erven zoned single residential), these erven be included in the list of erven for sale on 06 December 2019.

**11.1.19 TRANSFER OF ELECTRICAL SUBSTATIONS: ERONGO RED**  
(C/M 2019/10/31 - 16 00196, 1 4031041, E 2022, E 1094, E 2019, M 0096, E 0094, E 0097, E 0177, E 0076, E 0095, E 2006, T 004, VS 004, E 00)

**RESOLVED:**

CO: P  
GM: CS&H

- (a) That Council takes note of the transfer of the existing assets as per Schedule B of the Transfer Agreement.
- (b) That it be noted that Erf 1898, Mondesa is being subdivided by the appointed town planner of Erongo RED; and the correct erf number for the substation listed as "Sud-Strand Str Sub-Station" has not yet been confirmed by Erongo RED.
- (c) That the following erven be transferred to Erongo Regional Electricity Distributor Company (Proprietary) Limited in terms of Schedule B of the Transfer Agreement:

#	Erf #	Description	Asset Number
1	E 2053	Dr Boas (Welwitschia Switching Stations) - Vineta / Erf 1	SWNL 0013
2	E 4519	Papaver Sub-Station - Ocean View / Erf 8	SWNL 0014
5	E 3618	Aukas Sub-Station - Kramersdorf	SWNL 0007
11	E 2606	Diamond Str Sub-Station - Vineta: Erf 8	SWNL 0020
14	VS 154	Sandpiper Sub-Station - Vogelstrand	SWNL 0005

- (d) That the following erven not forming part of the Asset Transfer Agreement be sold to Erongo RED as indicated below:

#	Erf #	Description	Purchase Price / m <sup>2</sup>	Size	Purchase Price
7	E 8997	Sandline Sub-Station - Mile 4: Erf 19	R3 500.00	230	115 000.00
8	E 8177	Mussel Sub-Station - Mile 4: Erf 20	R3 500.00	146	73 000.00
9	E 8978	Pacific Sub-Station - Mile 4: Erf 23	R3 500.00	195	97 500.00
10	E 6369	Tavorite Sub-Station - Mile 4: Erf 18	R3 500.00	730	345 000.00
12	T 504	Franziska van Niel Str Sub-Station - Ocean View / Erf 1	R3 250.00	1 893	398 250.00

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- (e) That the purchase price per square metre for the following two erven be approved; the actual size will only be available once the property is subdivided and new erf numbers are available:

#	Erf #	Description	Purchase Price / m <sup>2</sup>
4	81 1898	Mandume Sub-Station Mondesa	N\$200,00 / m <sup>2</sup>
15	Still to be confirmed by Erongo RED.	Sub-Strand Str Sub-Station	N\$500,00 / m <sup>2</sup>

- (f) That Ministerial approval be requested in terms of Section 30 (1) (i) of the Local Authorities Act 23 of 1992, as amended to proceed with the alienation process.
- (g) That the point (b) of Council's resolution passed on 27 June 2013 under item 11.1.9 be repealed:
- (b) That, in future, land be donated to parastatals as new townships develop and that parastatals be required to provide the equivalent value as social responsibility in Swakopmund.
- (h) That Erongo RED be requested to fence and maintain the substations.

11.1.20 THE SCIENTIFIC SOCIETY SWAKOPMUND: NEW LEASE AGREEMENT TO CHANGE FROM AN INDEFINITE LEASE PERIOD TO A DEFINITE PERIOD

(C/M 2019/10/31 - E 10028, 13/3/1/8)

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

CO: P  
GM: C/EMR

- (a) That the parties agree that indefinite lease period for the lease of the museum building on Erf 10028, Swakopmund by the Scientific Society be terminated upon date of last party signing the notarial lease agreement.
- (b) That the application of the Scientific Society Swakopmund to lease Erf 10028, Swakopmund (size, 2 660m<sup>2</sup>) for a period of 99 years not be supported.
- (c) That approval be granted to Scientific Society Swakopmund to enter into a new lease agreement to lease Erf 10028, Swakopmund (new property description), measuring 2 660m<sup>2</sup> for a period of 15 years for the purpose of a museum and café area of 169,50m<sup>2</sup> in size.
- (d) That the lease be subject to 1 year notice with an option to re-negotiate the lease period for a further 15 years, prior to expiry of the lease period.

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- (e) That Erf 10028, Swakopmund (2 660m<sup>2</sup>) be leased at a nominal fee of N\$500.00 per annum.
- (f) That a notarial lease agreement be compiled by Council's attorney at the cost of the Scientific Society Swakopmund and subject to Council's standard lease conditions and any additional conditions Council may deem fit:
- (i) That the lessee may not operate later than 22:00 without prior permission from Council.
  - (ii) That the LESSEE is responsible to keep and maintain the Hired PROPERTY in a proper condition and to maintain and deliver the same at the termination of this lease in good order and condition, reasonable wear and tear that the LESSOR shall determine, excluded.
  - (iii) That during any maintenance work at / to the Hired PROPERTY, Council takes no responsibility for any loss or damage incurred by the LESSEE arising from such maintenance work or delays in connection with such works.
  - (iv) That no improvement or changes, or any other work on the Hired PROPERTY may be done by the LESSEE without the written permission of the LESSOR first had and obtained.
  - (v) That the LESSOR or his duly authorized representative, shall at all reasonable time have the right to enter the PROPERTY for the purpose of carrying out an inspection and to ensure that all applicable regulations and by-laws are being adhered to by the LESSEE.
  - (vi) That the LESSEE shall indemnify and keep indemnified the LESSOR during the full period of this agreement against possible claims, which may arise from the use of the PROPERTY by the LESSEE.
- (g) That ministerial approval be obtained in terms of Section 30 (1)(f) of the Local Authorities Act, 23 of 1992.
- (h) That the commencement date be the date of last party signing the notarial lease agreement.
- (i) That all costs (inclusive of advertising cost and registration of a notarial lease) be for the LESSEE's account.
- (j) That the Scientific Society Swakopmund may not sublet the café area, measuring 69.50m<sup>2</sup> in extent.
- (k) That should the membership of the Association change, Council be informed in writing.

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- (l) That should the LESSEE cease operating or terminates the lease they must reinstate the area to the satisfaction of the Council at their cost.
- (m) That a nominal lease amount be determined.

11.1.21 APPLICATION BY THE SCIENTIFIC SOCIETY SWAKOPMUND TO SUBLET THE MUSEUM CAFÉ AND OUTSIDE SEATING  
(C/M 2019/10/31 - E10028, 13/3/1/6)

During the discussion of this item, Councillor W O Groenewald declared his interest and left the chambers.

CO: P  
GM: CS&HR

RESOLVED:

- (a) That the application from Messrs Scientific Society Swakopmund to sublet the museum café and outside seating in order to generate income for purposes of supporting the operation of the museum; subject to the finalization of the amendment of the lease of the Museum building to a defined period not be approved.
- (b) That Council invites expression of interest for the leasing of the Café Area from the public.

11.1.22 APPLICATION FOR AN EXTENSION OF TIME TO SECURE PURCHASE PRICE; TRECON DEVELOPMENT (PTY) LTD  
(C/M 2019/10/31 Erf 406, M4)

CO: P  
GM: CS&HR

RESOLVED:

- (a) That the application by Messrs Trecon Development (Pty) Ltd for a further extension of the due date until 30 September 2020, to secure the purchase price of Erf 406, Mile 4, subject to interest, be approved.
- (b) That Messrs Trecon Development (Pty) Ltd be reminded that the purchase price for the property is N\$7 565 400.00 and interest calculated from 21 September 2018 until 30 September 2020 amounts to N\$1 610 497.48.
- (c) That no further extensions will be granted.
- (d) That the extension be granted on condition that the Rates & Taxes are paid up to date.
- (e) That the applicant submits proof of their efforts to secure funding for the development.

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11.1.23 **REQUEST FOR FURTHER EXTENSION OF TIME TO SECURE THE BALANCE OF THE PURCHASE PRICE FOR ERF 4108, EXTENSION 10, MONDESA BY WATO INVESTMENT CC**

(C/M 2019/10/31 - M 4108)

**RESOLVED:**

CO: P GM: CSEHR
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- (a) That Council approves the application by Messrs WATO Investment CC for an extension of the due date until 31 March 2020 to secure the purchase price of Erf 4108, Mondesa subject to interest.
- (c) That WATO Investment CC be reminded that the balance of the purchase price for the property is N\$128 816.98 and staggered interest calculated as from 28 August 2018 until 31 March 2020 amounts to N\$31 448.93.
- (d) That WATO Investment CC be reminded that the sale of Erf 4108, Mondesa attracts 15% VAT.  
That no further extension will be granted.
- (e) That the extension be granted on condition that the Rates & Taxes are paid up to date.
- (f) That the applicant submits proof of their efforts to secure funding for the development.

11.1.24 **PURCHASER OF ERF 115, MONDESA**

(C/M 2018/10/31 - 115 M)

**RESOLVED:**

CO: P GM: CSEHR
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- (a) That Erf 115, Mondesa be sold to Mr Sem Maletzky.
- (b) That NHE be advised to allocate a house to Ms Auguste Maletzky.

11.1.25 **COMMUNICATION POLICY: EXTERNAL COMMUNICATION**

(C/M 2019/10/31 - T/P)

**RESOLVED:**

CO: M&C GM: CSEHR
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That the Communication Policy of the Swakopmund Municipality, be approved.

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- 11.1.26 PROPOSAL: CITY WI-FI AND FIBER NETWORK IN SWAKOPMUND - DEMSHI INVESTMENT HOLDINGS (PTY) LTD  
(C/M 2019/10/31 - A 3/1/1)

CO: M&C GM: CS&HR
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RESOLVED:

- (a) That the proposal from Messrs Demshi Investment Holdings Pty, to set up free Wi-Fi pilot project in Swakopmund be noted.
- (b) That the pilot project be installed in Sam Nujoma Avenue for a period of three months and that a feedback report be provided to Council after this period.
- (c) That Messrs Demshi Investment Holdings Pty obtains permission from Erongo RED to utilize the street lampposts for the setting up of the project.
- (d) That permission be granted to Messrs Demshi Investment Holdings Pty to market the pilot project as Swakopmund Wi-Fi.
- (e) That Council approves, authorize and award, in writing, the deployment of a city wide Wi-Fi and Fiber network in Swakopmund being a pilot project.

- 11.1.27 MEDIA WEEK AT THE SWAKOPMUND MUNICIPALITY

(C/M 2019/10/31 - 7/11/2)

CO: M&C GM: CS&HR
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RESOLVED:

- (a) That the hosting of a Media Week with Coastal media representatives during the first week of March 2020 in order to promote transparency and integrity of Council's service delivery to the community, be approved.
- (b) That the media representatives be requested to submit various topics on which they want to conduct their interviews to the Corporate Officer: Marketing & Communications, thereafter it will be forwarded to the General Managers of the respective department.
- (c) That Heads of Departments should identify and prepare the section(s) and the assigned official(s) to answer all the relevant questions asked by the reporters.
- (d) That the media feedback sessions can be conducted in the boardrooms of the respective departments and each department be responsible for refreshments

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(such as water, coffee / tea and biscuits) during the sessions.

- (e) That the Managers, Supervisors of the relevant departments / Sections and the Corporate Officer: Marketing & Communications be present during the sessions.

1.1.28

**PUBLIC MEETINGS**

(C/M 2019/10/31 - 5/2/1/2/3)

CO: MBC GMC: CL&H
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**RESOLVED:**

- (a) That Council promotes community involvement and public participation with various targeted community groups by hosting sessions of public meetings.
- (b) That the following proposed scheduled sessions of public meetings for 2019 and 2020 be approved.

Month	Day & Date	Target Audience	Venue	Time
November 2019	Sunday, 10	Residents of Mondreea	Meluleni Hall	14H00
	Monday, 11	Residents of DRC	Open area behind the DRC Fire Station /	18H00
	Tuesday, 12	Matluna	At New pay point in Matluna	18H00
	Wednesday, 13	Residents of Tamarikala	Swakopmund Town Hall (Tamarikala)	18H00
	Thursday, 14	Residents living in the CBD, Kramerisdorf and Vinya	Municipal Head Office (Council Chambers)	18H30
February 2020	Sunday, 9	Residents of Mondreea	Meluleni Hall	14H00
	Monday, 10	Residents of DRC	Open area behind the DRC Fire Station	18H00
	Tuesday, 11	Matluna	At New pay point in Matluna	18H00
	Wednesday, 12	Residents of Tamarikala	Swakopmund Town Hall (Tamarikala)	18H00
	Thursday, 13	Residents living in the CBD, Kramerisdorf and Vinya	Municipal Head Office (Council Chambers)	18H30

- (c) That Heads of Departments identify and prepare matters to be discussed at these public meetings.
- (d) That the Marketing and Communications Section be responsible for arranging the meetings.



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11.1.29 REQUEST FOR SPONSORSHIP: SWAKOPMUND NEW YEAR'S FESTIVAL

(C/M 2019/10/31 - 14/2/2/1/3, N 7/3/1/2, 14/2/7/1/1)

RESOLVED:

Acting GM: CDS

- (a) That the request for sponsorship for the hosting of the New Year's festival under the theme- Afro-Summer scheduled to take place on 31 December 2019, at the Vineta North Sports field, be approved.
- (b) That Mr Shalulu be responsible for the payment of the venue and the refundable deposit of N\$24 840.00 for the venue.
- (c) That permission be granted to Mr R Shalulu to have access to the venue from 30 December 2019 in order to set up and prepare for the event and be exempted from the payment for the use of the venue during the set up period.
- (d) That the noise level of the music not to be more than 85 dB (Decibel) at the noise source (thus the speakers) and not more than 60 dB at a distance of 200m and should valid complaints be received, permission can be withdrawn forthwith.
- (e) That Mr R Shalulu be prohibited from displaying any fireworks at the event.
- (f) That Mr R Shalulu ensures that the facilities including the parking area are cleaned within 24 hours be restored to their original conditions and to the satisfaction of the Acting General Manager: Community Development Services after the event.
- (g) That Council be indemnified against any claims that may arise from using the stadium.
- (h) That Mr R Shalulu be responsible for the provision and arrangement of adequate public ablution facilities on site to the satisfaction of the General Manager: Health Services.
- (i) That the gates be closed by 02:00AM and no person should overnight on the premises, except for security purposes.
- (j) That Council reserves the right to cancel the use of the stadium should Council needs them for its own purposes.
- (k) That Mr R Shalulu make prior arrangements with Erongo-RED for electricity connection at their own cost.

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- (i) That Mr R Shalulu submit proof that the following arrangements have been made:

- Emergency Services
- Traffic Control and Parking
- Waste removal
- Security Services
- Liquor license

11.1.30 PARTICIPATION AT THE 7<sup>th</sup> NCCI SWAKOPMUND INTERNATIONAL TRADE EXPO (SWAITEX)

(C/M 2019/10/31 - J 3, D 5)

CO: MBC  
GM: CS/IV

RESOLVED: (For Condonation by Council)

That Council does not support the 7<sup>th</sup> Swakopmund International Trade Expo (SWAITEX) 2019 and that the funds be kept in abeyance for 2020.

11.1.31 REQUEST TO DISSOLVE THE JOINT VENTURE BETWEEN DELTA GROUP AND JATTIES GROUP

(C/M 2019/10/31 - A 2/3/15, H 5, H 5/7, G 3/9, G 4/1/1)

Acting GM: COI

RESOLVED:

- (a) That request from Messrs Jatties Group to divide the work equally between Messrs Delta Group Namibia and Jatties Group be noted.
- (b) That Messrs Jatties Group and Messrs Delta Group Namibia and Jatties obtain a legal opinion, on their own cost, regarding the status of the Joint Venture Agreement before Council expresses itself on the matter.

11.1.32 REZONING OF ERF 1331, TAMARISKIA FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:600M<sup>2</sup> TO GENERAL RESIDENTIAL WITH A DENSITY OF 1:250M<sup>2</sup> FOR THE DEVELOPMENT OF A MAXIMUM OF THREE RESIDENTIAL UNITS

(C/M 2019/10/31 - E 1331)

GM: ES

RESOLVED:

- (a) That the rezoning of Erf 1331, Tamariskia from "Single Residential" with a density of one dwelling per 600m<sup>2</sup> to "General Residential 1" with a density of 1:250m<sup>2</sup> be turned down.

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- (b) That Erf 1331, Swakopmund be rezoned from "Single Residential" with a density of one dwelling per 600m<sup>2</sup> to "General Residential 2" with a density of one dwelling per 250m<sup>2</sup>.
- (c) That the rezoning of Erf 1331, Swakopmund be subject to a betterment fee calculated according to the betterment fee policy of 2009 and be paid by the applicant before any submission of building plans to the Engineering Services Department for approval.
- (d) That all the parking be provided on-site in line with the Swakopmund Town Planning Scheme.
- (e) That the objectors be informed of Council's decision and their right to appeal to the Minister against Council's Resolution in respect of resolution (a) above in terms of Clause 8 of the Swakopmund Town Planning Scheme within 28 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.
- (f) That the applicant be informed that may appeal the Council decision in terms of (a) and (b) above to the Minister of Urban and Rural Development with valid reasons within twenty eight (28) days from the date of the decision in accordance with clause 8 of the Swakopmund Town Planning Scheme.
- (g) That the applicant responds in writing accepting Council's resolution and conditions of its approval before the rezoning is included in a town planning amendment scheme.

11.1.33

**NAMING OF STREETS, PUBLIC PLACES, NATURAL AREA AND COUNCIL-OWNED BUILDINGS / FACILITIES ADVISORY COMMITTEE**

(C/M 2019/10/31 - N 8/1/2)

GM: 25
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**RESOLVED:**

- (a) That the proposal to name a portion of gardens north of the old swimming pool (Erf 4747) commonly known as the "An Der Mole" gardens after Mr Eckardt Demasius be turned down as Mr Demasius already received a nomination for a street name that he accepted.
- (b) That, Community members should put all their street naming proposals, requests and enquiries in writing

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and should address them to the Office of the Chief Executive Officer.

- (c) That, The Naming of Streets, Public Places, Natural Areas and Council-owned Buildings / Facilities Advisory Committee members be released from employment on a date and time agreed upon by committee members for the purpose of "in-loco" inspections.

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13. DRAFT REGULATIONS AND TARIFFS, IF ANY

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The meeting adjourned: 20:04

Minutes confirmed on: 28 November 2019

Councillor P N D Nashilundo  
MAYOR

A Benjamin  
CHIEF EXECUTIVE OFFICER

AK

11. RECOMMENDATIONS AN ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 14 NOVEMBER 2019

10. REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETINGS HELD DURING NOVEMBER 2019

10 (A) MINUTES OF THE ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 14 NOVEMBER 2019

7.2 PROPERTY OFFERED FOR SALE ERF 7228, MONDESA (UPPER LOW INCOME GROUP): MS C SIFAFURE  
(MC 2019/11/14 - M 7228)

RESOLVED:

CO: P  
GM: CS&H

That it be recorded that Ms C Sifafure cancelled her request to sell Erf 7228, Mondesa to a third party.

7.4 BUSINESS PROPOSAL: MESSRS ROMPLEX INVESTMENT CC  
(MC 2019/11/14 - 14/1/5/1)

RESOLVED:

Acting GM: COS

- (a) That the business proposal of Messrs Romplex Investment CC be noted.
- (b) That the request of Messrs Romplex Investment CC to enter into a strategic partnership with Council not be approved.
- (c) That Messrs Romplex Investment CC be advised to establish the Swakopmund Tourism Intelligent Unit as a private entity and operate like all other businesses.

7.8 AESTHETICAL SUBMISSION: ERF 4747, SWAKOPMUND: LIGHTHOUSE INVESTMENT TRUST: NEW RESIDENTIAL & RETAIL DEVELOPMENT  
(MC 2019/11/14 - E 4747)

RESOLVED:

CEO  
CO: P  
GM: CS&H

- (a) That Messrs Lighthouse Property Investment Trust, Aesthetic Committee and National Heritage Council be invited for an audience with the Management Committee.
- (b) That this item be referred back and be resubmitted to the next Management Committee Meeting.

**8.2 MESSRS SHADE RENTALS NAMIBIA**

(M/C 2019/11/14 - A 2/3/15)

CO: A
GM: CDS
GM: CSNR

**RESOLVED:**

- (a) That the Community Services Department investigate the use of the "Klip Jetty" Entertainment Area and report back to the Management Committee.
- (b) That the item be referred back to be re-written and re-submitted.

**8.10 THE REVIEW AND AMENDMENT OF THE SWAKOPMUND TOWN PLANNING SCHEME**

(M/C 2019/11/14 - 16/1/4/1/1)

GM: ES
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**RESOLVED:**

That the progress made, with respect to the review and amendment of the Swakopmund Town Planning Scheme, be noted.

**8.15 CONSOLIDATION, SUBDIVISION, CLOSURE AND REZONING OF ERVEN E379, 380, 402, 403, 404, 410, 411 AND 448 SWAKOPMUND**

(M/C 2019/11/14 - E 379, E 380, E 402, E 403, E 404, E 410, E 411, E 448)

GM: ES
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**RESOLVED:**

That this item be referred back and be resubmitted to the next Management Committee meeting as two separate issues.

**8.16 FEEDBACK - RABIES VACCINATION CAMPAIGN IN SWAKOPMUND 16-20 SEPTEMBER 2019**

(M/C 2019/11/14 - F 26)

GM: HS
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**RESOLVED:**

That the feedback report on the Rabies vaccination campaign, be noted.

**8.17 FEEDBACK: CLOSED BID SALE OF 21 ERVEN HELD ON 11 OCTOBER 2019**

(M/C 2019/11/14 - G 3/3/2/14, E 2823, SWK, E 318 M4, E 334 M4)

CO: P
GM: CS&HT

**RESOLVED:**

That the feedback report regarding the closed bid sale of 21 erven held on 11 October 2019, be noted.

**9. PERSONAL MATTERS****9.1 APPOINTMENT OF STAFF MEMBERS AS WASH COMMITTEE MEMBERS**

(M/C 2019/11/14 - 11/1/4/31)

**RESOLVED:**

- (a) That the appointment of Mr R Ujaha and Mr A Kationdorozi as members of the regional WASH committee be noted.
- (b) That Mr R Ujaha and Mr A Kationdorozi be granted permission to attend regional WASH committee meetings as and when the need arises.
- (c) That Mr R Ujaha and Mr A Kationdorozi be provided with transport to attend regional WASH committee meetings outside Swakopmund.
- (d) That subsistence and travel allowance be payable to Mr R Ujaha and Mr A Kationdorozi for attending regional WASH Committee meetings out of town and that special leave be granted in consultation with the General Manager: Health Services.

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**10.2 APPLICATION TO SELL ERF 1234, EXTENSION 3, TAMARISKIA**

(M/C 2019/11/14 - T 1234)

**RESOLVED:**

CO: P GM: CS&M
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That it be recorded that Ms Magdalena Queenrose Gaweses cancelled her request to sell Erf 1234, Tamariskia to a third party.

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**10.3 PETITION FROM CONCERNED RESIDENTS IN THE DRC REGARDING THE RELOCATION TO BLOCKS 161-163**

(M/C 2019/11/14 - 5/2/1/2/3)

**RESOLVED:**

CEO Acting GM: CD5
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- (a) That the petitioners be given a standard petition form to complete.
  - (b) That the Committee be invited for an audience with the Management Committee on a date to be determined by the Chief Executive Officer.
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10.5 REQUEST TO DISSOLVE THE JOINT VENTURE BETWEEN DELTA GROUP AND JATTIES GROUP

(M/C 2019/11/14 - A 2/3/15, H 5, H 5/7, G 3/9, G 4/1/1)

RESOLVED:

Acting GM: CDS

- (a) That this matter be referred back and be resubmitted to the Management Committee Meeting.
- (b) That Mr Gawie Rausseau be requested to submit a letter of consent and to confirm the content of the letter dated 31 October 2019 received from Messrs Delta Group and Jatties Group.

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10.6 REQUEST FOR TRANSFER OF FUNDS FROM CONSTRUCTION OF MATUTURA HALL VOTE: 202534029200 TO THE SME INDUSTRIAL PARK VOTE: 303531519100

(M/C 2019/11/14 - 3/1/1/1/1)

RESOLVED:

GM: ES

- (a) That the Chief Executive Officer submits a progress report to the Management Committee regarding the implementation of all capital projects.
  - (b) That the design of the Matutura Hall be finalize before end of 2019.
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11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**
- 11.1 **ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 14 NOVEMBER 2019**
- 11.1.1 **FAMILY DISPUTE REGARDING THE TRANSFER OF ERF 2843, MONDESA**  
(C/M 2019/11/28 - M 2843)
- Ordinary Management Meeting of 14 November 2019, Addendum 7.1 page 03 refers.
- 

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

**1. Introduction**

This item was discussed at the Management Committee of 15 October 2019 and is now resubmitted for consideration.

This submission deals with a dispute of ownership of Erf 2843, Mondesa between Ms Victoria Muneé (mother) and Jesaya Muneé (son). In this regard, Ms Muneé submitted a letter (**Annexure "A"**) requesting Council to assist her to transfer Erf 2843, Mondesa into her name as she believes she is the rightful owner of the property.

**2. Background**

The Municipality of Swakopmund and the National Housing Enterprises (NHE) entered into Municipality / NHE Low Cost Housing Project whereby the former would construct houses and the latter would provide home loans to qualifying identified beneficiaries (**Annexure "B"**). In this regard, Ms Victorine Muneé applied for a house during 2006 however, her application for a loan was unsuccessful because she did not meet the requirements provided by the NHE (**Annexure "C"**). In order to ensure that the family does not lose out on the house, Ms Muneé reached an "Agreement" with her son, Mr Immanuel Tjiposa (who was in a better financial position) to buy the house on her behalf. Subsequently Ms Muneé paid a deposit but unfortunately, Mr Tjiposa lost his work thus unable to support his mother in her application for a house under this project.

Consequently, a letter was submitted in which the family requested to change the application from Mr Tjiposa to that of Mr Jesaya Muneé (2<sup>nd</sup> son) in an attempt to keep the property for the family (**Annexure "D"**). Mr Jesaya Muneé thus signed all necessary forms and contractual agreements pertaining to the sale of Erf 2843, Mondesa (**Annexure "E"**). According to Ms Victorine Muneé, she however remained responsible for all payments against the property and ensured that all payments are paid punctually. In the meantime Mr Muneé got married and occupied a shack on the same erf with his wife and siblings.

**3. Present Circumstances:**

The Management Committee on 15 October 2019 while discussing the subject matter, resolved as follows:

- (a) That Ms Victoria Muneo (mother) and Mr Jesaya Muneo (son) be requested to submit the Court Order pertaining to the case.
- (b) That Mr Jesaya Muneo (son) be allowed to participate in the close bids for first time home owners.

In order to comply with point (a) of the above resolution, the Community Development Services Department approached Ms Muneo to request for the court order pertaining to the case. Ms Muneo however informed the office that there is no document from the court in this respect as the matter was never addressed presented in court. Mr Jesaya Muneo obtained a protection order against his siblings and evicted them from the property because of ongoing disputes between them. The family therefore only appeared in court for the final protection order which was dismissed at court.

Mr Muneo applied to purchase an erf through the Municipality CLAP system. Unfortunately, his effort was denied because he is considered to already own a house on Erf 2843, Mondesa. He therefore visited the Community Development Services Department to enquire about the ownership of Erf 2843, Mondesa and upon learning that the deed of sale was done under his name, he proposed to his mother to extend the house so that everyone may live comfortably. Unfortunately his mother did not approve his suggestion as she believed that her son wants to evict her from the property she believed is hers.

During 2019, the Muneo family visited the Community Development Services Department in order to be guided to reach consensus regarding the ownership of Erf 2843, Mondesa but to no avail. The family currently still pays occupational rent on the property and has not yet obtained a loan from the NHE. Ms Muneo is however willing to settle the outstanding loan amount in order to have the property transferred in her name.

The Community Development Services Department, therefore pursued legal advice on how best to approach this matter between mother and son.

#### 4. Legal Opinion

According to the memorandum of advice obtained by Messrs Kinghorn and Associates (**Annexure "F"**), the following findings are provided:

- Council sold Erf 2843 to Mr Jesaya Muneo and not to his mother, Mrs Victoria Muneo.
- The contractual agreement Council concluded with Mr Jesaya Muneo lapsed and became inoperative due to the NHE not extending a loan to Mr Muneo to purchase the property by operation of law as stipulated in clause 5.4 of the contract.
- Council is at liberty to again sell the property to anyone else and subject to the formalities and processes. As such Council is not obliged to pass transfer to neither Mr Muneo nor his mother.
- The deposit paid will thus become repayable to the purchaser which in this case was Mr Jesaya Muneo.

Council is also advised not to become embroiled in the arrangements and disputes between the family members on account of their financial distributions made. However, in order to reach consensus it is proposed to re-allocate Erf 2843, Mondesa to Ms Victorine Munee and to allocate another erf to Mr Munee.

**5. Conclusion**

Erf 2843, Mondesa was purchased under the name of Mr Jesaya Munee following an agreement between him and his mother, Ms Victoria Munee, who was the initial applicant of the property but who failed to meet the requirements of the NHE. Ms Munee and her son are now failing to reach consensus regarding the ownership and as such she would like Council to assist her amend the initial deed of sale to reflect her name. According to the legal advice obtained the initial NHE / Municipal agreement had already lapsed and as such Council is at liberty to again sell the property to anyone else and subject to the formalities and processes.

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

**RECOMMENDED:**

- (a) That Council take note of the legal advice obtained regarding the transfer of Erf 2843, Mondesa.
  - (b) That the contractual agreement between Council and Mr Jesaya Munee be cancelled and that Erf 2843, Mondesa be sold to Ms Victoria Munee.
  - (c) That Mr J Munee be encouraged to participate in the sale of Municipal properties.
-

19 July 2019

The Chief Executive Officer  
Municipality of Development  
P.O. Box 111  
Development



Receipt of deposit \$100 to Research Street and Road, etc. sheets.

These are your references.

I (Vicki) have been (2019) being in Development for more than 20 years  
needed for a property through Municipality project in 2005, where my  
application was successful in 2005. My then Mr. Johnson and colleagues who  
was my neighbor that time, to tell me that my application was successful and I have  
to come and sign my consent and bring along my \$100 in 11 when a document  
was for you.

All that the my other was not enough and could not meet the Municipality required  
process according to the rules. She then advised me that to get my 100 to be  
done so that the property at the time was my need to have one of my sons, I  
would get one of my children that wanted the required money to start a business. I  
re-visited her and to be interested from the day of her business. When I saw  
my son (James) (John) and he could also not qualify as he was a student and  
at the time Mr. Johnson made another request and I took my other son  
Josephine to be my co-applicant where he agreed to be a co-applicant and to  
sign the application on my behalf.

I paid the deposit of my property in some amount of \$10.3 which when I paid off in  
payments every month. This is 2017 my (Josephine) the mother, Josephine  
my son who was the co-applicant and my other children want to participate in  
arrange for the transfer of the property from the co-applicant name to my name as  
I was the original owner of the property but I personally submit to my name as  
Josephine to apply for the same (John) as he was reported as having a Notice that  
he did not have a notice.

In my opinion the deed of sale that I received from Josephine was to be done  
to be 2019/2018 was not a heavy reading with the Development Municipality staff  
Mr. Johnson, Mr. John De Rosa, Mr. Pichich, Mrs. Pichich, Mrs. Johnson. Attached  
something regarding the history of the house and why the house was in Josephine  
name, we were interested what was said and I was able to write a letter to the  
Municipality so that they can transfer the property to my name (Josephine) and  
Josephine advised to sign the letter on that date.

I went to the Municipality to Mr. Johnson to get my 100 and the only thing that was  
to be done was only my 100 and my address from my previous employees and my  
original employees was someone to be found in the 100. To my surprise I brought  
that my son Joseph and his wife read need behind my back to just without my  
consent or being informed and put a new application to my 100 to clear my house to  
be their property. My question is who advised them to do Joseph to sign my property  
without me being informed.

Josephine said me to fill out an application and the wife whom to be the owners of  
the house and my other children's submitted by their father not to let her see that  
property which they have no more to stay at their house. They were showing at my house at  
school. Filling to address to the court when they will be looked up in police at the  
same time appear to just change to have another standing to 100. They are now  
dealing with a friend of mine which the name which is unrecognizable on the house's  
and name.

Thanking you in advance.

Yours Sincerely,

Vicki Johnson  
Contact number: 051 248 7004/044 885 8188

*Handwritten note:* ...  
CO-OPERATION AGREEMENT

CO-OPERATION AGREEMENT

entered into by and between  
**NATIONAL HOUSING ENTERPRISE**  
hereinafter referred to as  
**KAMBOTO RATOVONI MIKE KAVEKOTORA**

and  
**CHIEF EXECUTIVE OFFICER**

of the following address:  
7 Chaurwaha Road, Eriss (June 2018), Windhoek, Tel 061-280 7111  
hereinafter referred to as "MNE"

AND

**SWAKOPMUND MUNICIPALITY**

hereinafter referred to as

**ECKHART ULRICH WILHELM DEMMIGUS**

hereinafter referred to as

**TOWN CLERK / CHIEF EXECUTIVE OFFICER**

of the following address:  
Post Street, Swakopmund (Box 53), Swakopmund, Tel 064-41043377  
hereinafter referred to as "Municipality"

WHEREAS

- The Municipality Council is desirous of having a cooperation agreement with MNE to improve, substantiate for the joint development of town-land housing.
- The Municipality is the right owner of 600 acres in Swakop.
- The area is Swakop's main urban extension and
- The Municipality will be responsible for the management of the area and the construction of houses on these areas, which MNE has been selected to build.

*Handwritten signature:* ...

1. BACKGROUND (THE PARTIES' AGREED AS FOLLOWS):

- The Municipality shall make the land available to the Purchaser free of charge and shall advance the marketing of these areas, in accordance with MNE's plan.
- The various areas will be transferred directly from the Municipality to the Purchaser. Transfer of the areas will be effected as soon as possible after the agreement has been signed. The Purchaser shall be obliged to pay rates and taxes to the Municipality from the month after transfer has been completed. The Municipality shall be responsible for the transfer of the areas to the Purchaser.
- The Municipality shall be responsible for the complete marketing of the areas and shall be responsible for the construction of the areas. The Municipality shall be responsible for the construction of the areas and shall be responsible for the construction of the areas. The Municipality shall be responsible for the construction of the areas and shall be responsible for the construction of the areas.
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- The Municipality shall be responsible for the construction of the areas and shall be responsible for the construction of the areas. The Municipality shall be responsible for the construction of the areas and shall be responsible for the construction of the areas.

*Handwritten signature:* ...

1.8) WDC shall ultimately supervise the completion of the development by either the site or a nearby land to which land use the project is restricted in terms of its application to per paragraph 1.6. WDC's technical department shall verify all program program conditions. This verification will be stamped at a fee of \$1000.00 plus \$20 per hour which amount shall be recovered by WDC from the applicant's fees granted upon registration of the loan.

1.10) WDC shall be responsible for the approval of the loan and the registration of the loan over the borrower. An application fee of \$2000.00 plus \$20 per hour, which amount shall be recovered by WDC from the registration fees granted upon registration of the loan.

1.11) Subject to paragraph 1.4 above the Municipality shall obtain 100 houses by 2020 Area 2020 and the remaining 200 houses within 12 months thereafter, as outlined but enough above for another.

2. DISPUTE

Any unresolved dispute between the parties will be referred to an arbitration, organized by agreement of both parties. This arbitrator's decision will be final and binding on all parties. The cost of the arbitrator to be shared equally. Any other cost incidental to the arbitration to be on each party's account.

3. TERMINATION

Either party may terminate this agreement by either 30 days written notice to the other party and the agreement shall be null and void from the date of termination.

SIGNED AT WINDSOR ON THIS 2 day  
 DAY OF APRIL 2019 BY OR ON BEHALF OF  
 THE MUNICIPALITY OF WINDSOR

WITNESSES  
 1. [Signature]  
 2. [Signature]  
 3. [Signature]  
 WINDSOR  
 For Municipal Council Secretary

WDC

EMERALD COUNTY SERVICE  
 208 - 47-14  
 MUNICIPALITY OF  
 EMERALD  
 SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
 DAY OF \_\_\_\_\_ BY OR ON BEHALF OF

THE MUNICIPALITY OF THE UNINCORPORATED WITNESSES.

WITNESSES  
 1. [Signature]  
 2. [Signature]  
 \_\_\_\_\_  
 EMERALD COUNTY SERVICE  
 For Municipal Council Secretary

WDC

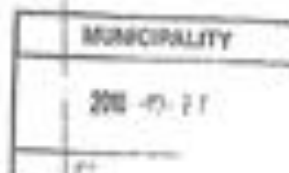
Annexure "C"

H S/S

02-001-2018-24-25 FROM MUNICIPALITY OF WINDYBUSH TO NHE

NHE Fico - Mr. TAMS  
P.O. Box 2000  
WINDYBUSH  
H S/S

W



The Chairperson  
Mr. George Mwanza  
(Owner of 99 residential houses (development))

20 May 2018

Dear Sir

**RE: FEEDBACK ON FINANCING OF 99 RESIDENTIAL HOUSES - WINDYBUSH**

Your letter dated 8 April 2018 and a subsequent meeting on the 15 April 2018 has reference.

Following this discussion, the matter was referred to NHE Credit Committee for their guidelines and the way forward. As per decision taken the following is noteworthy:

- That budgeting provision will be made in the new financial year for project.
- All clients currently in the houses will be required to submit NHE approved proposals.
- New EDS and pay slips will be needed when approving applications.
- Deposit already paid will be used to work out monthly installments as per the loan remaining period.
- Transferred houses immediately into clients names.
- Upon registration for Municipality will be refunded as progress is made with the transfer.

Thus until we have a clear commitment on the above, it is important that you keep on paying your rental fees to the council in the interim period.

I trust that you understand the current state of affairs.

Yours faithfully

**REGIONAL BRANCH MANAGER: WEST BRANCH**

Head Office  
11 Riverside Road, Free  
State  
P.O. Box 2000  
WINDYBUSH  
NHE  
Tel: +27 31 202 100  
Fax: +27 31 202 200  
www.nhe.co.za

Head Office Free State  
250 - 260 St - 202 200  
WINDYBUSH  
NHE  
Tel: +27 31 202 100  
Fax: +27 31 202 200

Regional Office: Central  
250 - 260 St - 202 200  
WINDYBUSH  
NHE  
Tel: +27 31 202 100  
Fax: +27 31 202 200

Regional Office: South  
250 - 260 St - 202 200  
WINDYBUSH  
NHE  
Tel: +27 31 202 100  
Fax: +27 31 202 200

Regional Office: West  
250 - 260 St - 202 200  
WINDYBUSH  
NHE  
Tel: +27 31 202 100  
Fax: +27 31 202 200

Regional Office: North  
250 - 260 St - 202 200  
WINDYBUSH  
NHE  
Tel: +27 31 202 100  
Fax: +27 31 202 200

Regional Office: North  
250 - 260 St - 202 200  
WINDYBUSH  
NHE  
Tel: +27 31 202 100  
Fax: +27 31 202 200

Head of Offices

11 Riverside Road, Free State, 202 200, 202 200, 202 200, 202 200, 202 200, 202 200

Annexure "D"

THE CHIEF Executive  
Swakopmund  
Box 53

06 July 2007

Dear Sir

Application for a new - NHB house - deposit transfer

During 2000 - I applied for a house and I was not to pay a deposit which I tried to pay with my mother's assistance, we managed to pay up to R 3800 - ~~of the~~ deposit up to date, currently unemployed but my brother Immanuel Sipiso ID no. 8204060020 is currently working in a way, my mother and me decided - to transfer the deposit and their application on his name for not to lose their application and the house we wanted for 5' boy.

Please help us because we are living in a hard which hard time during this period.

We are waiting for so long.

Thank U.

JESAYA NAWO ID: 82062110103

Cell: 0812932243 or 0812945890





Annexure "E"

NATIONAL HOUSING ENTERPRISE

APPLICATION FOR LOAN



Name	M. Suresh	Mobile No.	9842115
Address	Shree	Age	35
Occupation	Self-employed	Marital Status	Married
Income	Monthly Income	Assets	None
Liabilities	None	Other Assets	None
Collateral	None	Other Liabilities	None
Remarks	The applicant is a self-employed individual in the field of construction. He is currently working as a contractor in the field of construction. He has a net worth of Rs. 10,00,000/- and is seeking a loan of Rs. 5,00,000/- for the purpose of expanding his business. He has a good credit record and is a resident of the area.		

FORM 1000000

Name		Mobile No.	
Address		Age	
Occupation		Marital Status	
Income		Assets	
Liabilities		Other Assets	
Collateral		Other Liabilities	
Remarks	The applicant is a self-employed individual in the field of construction. He is currently working as a contractor in the field of construction. He has a net worth of Rs. 10,00,000/- and is seeking a loan of Rs. 5,00,000/- for the purpose of expanding his business. He has a good credit record and is a resident of the area.		

FORM 1000000

Name		Mobile No.	
Address		Age	
Occupation		Marital Status	
Income		Assets	
Liabilities		Other Assets	
Collateral		Other Liabilities	
Remarks	The applicant is a self-employed individual in the field of construction. He is currently working as a contractor in the field of construction. He has a net worth of Rs. 10,00,000/- and is seeking a loan of Rs. 5,00,000/- for the purpose of expanding his business. He has a good credit record and is a resident of the area.		



**Wellington Housing Trusts Progress From Assessment**

**DEED OF SALE**

MEMORANDUM OF AGREEMENT entered into between:

**THE MUNICIPALITY OF WELLINGTON**

which is represented by  
**EDOUARD BLANCH BELLEAU (MEMBER AND MANAGING TRUSTEES) CLIFF BARRETT**  
 in his capacity as (TRUST EXECUTIVE) OFFICER AND SEVERAL MANAGING CORPORATE  
 TRUSTEES AND ADVISORY TRUSTEES

**AND**

**Full Name:** JESSICA BURKE  
**Postal Address:** P O BOX 170000 WAIKANAE  
**Company Name and Address:** WELLS FARGO BANK LIMITED  
 100 WELLS FARGO DRIVE  
 WELLS FARGO BANK LIMITED  
**Telephone Number:** (04-488 8000) (Private) (04-488 8000)  
**Date of Birth:** 21-05-1982  
**Marital Status:** SINGLE  
**IF APPLICABLE:**  
**Full Name of Spouse:**  
**Date of Birth of Spouse:**  
**Identity Number of Spouse:**

**RECITALS:**

- The Seller is the registered owner of the property hereinafter referred to.
- In terms of a Co-ownership Agreement entered into between the Seller and WELLINGTON HOUSING TRUSTS (WHT), the Seller and WHT entered into a housing project in terms where:-
  - The Seller shall:-
    - make bank, estate, and business, and personal, available
    - ensure the submission of the bank into single mortgage terms, the paying of the mortgage terms and the beginning of the work for the construction of building units on each of the units; and
    - WHT shall ensure that the units are available to the Seller to ensure immediate (or improved) residential units.

*J. B. Burke*

4. The Purchaser has agreed to pay for a loan to purchase the hereafter mentioned improved property and WHT is hereby undertaking the loan application of the Purchaser **HEREINAFTER** IS RECORDED AS FOLLOWS:

1. Subject to the terms and conditions contained in this Deed of Sale, the Seller sells to the Purchaser and the Purchaser purchases from the Seller:-

**CERTAIN:** All No. 3843 Meritana, Subdivision B  
**BY/VIA:** In the Municipality of Wellington  
**MEANS/THROUGH:** Registrar-General's Office  
 where situate.  
 (The property)

**2. PURCHASE PRICE AND PAYMENT**

- The purchase price payable by the Purchaser to the Seller is the sum of \$820,000.00 which shall be paid as follows:
  - A deposit of \$113,000.00 on date of signature by the Purchaser of the agreement
  - The balance, to-wit, \$707,000.00 less any charges and/or contributions on date of registration of transfer of the property in the name of the Purchaser. On demand hereon by the legal practitioners of the Seller, the Purchaser shall pay to the said legal practitioners within a reasonable time to be specified in the balance of the purchase price of the above-mentioned on date of registration of transfer of the property in the name of the Purchaser.

**3. POSSESSION AND OCCUPATION**

- Possession and occupation of the property shall be given to and taken by the Purchaser after date of signature of the agreement by both parties. This act and words to and in the property shall, subject to the terms of this clause, relate to the Purchaser on date of possession.
  - The Purchaser shall be deemed to have taken possession:-
    - on the 1<sup>st</sup> day following the date of passing of a deed to the Seller to the Purchaser to his chosen postal distribution address, in which case the Seller offers possession of the property to the Purchaser; or
    - on date of the Purchaser having physically taken possession of the property; or
    - on date of the Purchaser or his representative having undertaken receipt of the keys to the property on the property in writing, whichever date is the earliest.

*J. B. Burke*

an APL, and shall any receipt or partial execution of any such power or right constitute any other or further execution thereof in the absence of any such power or right under this Agreement.

14. APPROVED

Any officer who signs for or on behalf of this Agreement shall, at the direction of the Executive Director, be deemed to be acting in the name of the Corporation as the Executive Director's agent for the purposes of the Corporation's Charter and the Corporation's Bylaws, and shall be deemed to be acting in the name of the Corporation for all purposes of law.

711

SIGNED AT BIRMINGHAM ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018  
CITY CLERK

WITNESSES

1. 



SIGNED AT BIRMINGHAM ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018  
CITY CLERK

WITNESSES

1. 



15. ACCEPTANCE BY BUYER

The Buyer, hereby, acknowledges and accepts in full the terms and conditions of this Agreement, including all exhibits hereto, and agrees to be bound by the terms and conditions of this Agreement. 

6. COMPLETION

6.1 The parties hereby irrevocably agree to execute all documents for all purposes of and in connection with this Agreement in Alabama:

6.1.1 the Purchase: at the address of the Purchaser as set out in the documents to this Agreement of the property;

6.1.2 the Seller: at administrative offices, 40000 North Loop West, P.O. Box 10, The Woodlands, Texas 77380.

6.2 Any party hereto shall be entitled to change the distribution of this Agreement, provided that any such distribution be in accordance with the requirements of the laws of the State of Texas and shall be subject to the requirements of the laws of the State of Texas and shall be subject to the requirements of the laws of the State of Texas.

6.3 All notices given in accordance with this Agreement shall be given in writing and shall either be sent by registered mail or by certified mail, return receipt requested, or by hand delivery to the address set forth in this Agreement, or such other address as may be set forth in writing to the party to which such notice is directed. If such notice is directed to a third party, the notice shall be deemed to have been received when it is delivered to that party.

7. COSTS

The costs of and incident to the registration, recording and execution of this Agreement, including attorney's fees, shall be borne and paid by the Purchaser.

8. SPECIFIC COVENANTS

The Purchaser agrees and warrants to the registration of the following conditions upon the title of the property in favor of the Seller as set forth below:

8.1 any conditions imposed in favor of the provisions of the Township and Division of Land-Use (Title 11 of 1982) to impact the property hereby made;

8.2 a right of pre-emption in favor of the Seller to the effect that the Purchaser shall not acquire the property or any portion thereof unless it is first offered to the Seller on the date of registration of the purchase of the property by the Seller in writing and the Seller agrees to sell the property to the Seller in writing and the Seller agrees to sell the property to the Seller in writing and the Seller agrees to sell the property to the Seller in writing. The Seller shall be entitled to accept the offer at a price equal to the average market value of the property at the time of the offer, as determined by two independent appraisers, each party to appoint one such appraiser. The Seller shall accept or reject the offer within 60 days of date of the determination of the average market value of the property.

Annexure "F"

M-10-02-2019

M 2019

NOTARIES  
CONVEYANCERS  
ATTORNEYS

**KINGHORN  
ASSOCIATES**

PROFESSIONAL AND REGULATED BY THE  
LAW SOCIETY OF SWAZILAND

141 Tlokoeng Street  
SWAKOPMUND / NAMIBIA  
P.O. Box 4133, SWAKOPMUND  
Tel: +264 09 8554131  
Fax: +264 09 8554134  
Email: [kinghorn@kinghorn.com.na](mailto:kinghorn@kinghorn.com.na)  
SWT Registration No: 2017088-01-2

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

YOUR REF:

SUBJECT:

BUN1000295-60

For attention: Michelle Palmer  
By email: [mpalmer@swkoxas.com.na](mailto:mpalmer@swkoxas.com.na)

MUNICIPALITY OF SWAKOPMUND
20-06-09
ARCHIVED

11 July 2019

## MEMORANDUM OF ADVICE

Introduction

- We were requested to provide the Council of the Municipality of Swakopmund with legal advice regarding Council's obligations pertaining the sale of Erf no 2843 Mondesa, where conflicting claims have arisen within the Muree family.
- Our advice was sought during a meeting between Ms Palmer and Mrs Du Plessis and our Mr Burger, on 29 January 2019, and was detailed further in an email of 31 January 2019.
- This advice is based on the facts conveyed to us during the aforementioned meeting, the email instructions and other documents supplied to us, including:
  - Deed of Sale in respect of Erf 2843 Mondesa, Swakopmund, dated 2 April 2008 (the contract)
  - NHE loan application form, completed and signed by Joseya Muree, on 27 November 2007
  - Joseya Muree's letter to Council dated 8 July 2007
  - Victorine Muree's letter to Council dated 18 July 2015.
- In this memorandum, we revised advice pertaining to, inter alia, Council's obligations in respect of the transfer of Erf 2843 Mondesa, Swakopmund arising from the contract, the

rights and obligations of the purchaser in terms of the contract, and a possible solution to the current impasse.

The factual background

6. The following facts are relevant to this advice, as appeared from Council's instructions and the documents supplied.
6. On 2 April 2008, Council entered into a written contract of sale with Mr Jesaya Muneo, recording the sale of Erf no 2843 Mondosa to Mr Muneo.
7. The property was sold as part of a low-cost housing development scheme, which Council undertook with the assistance of the National Housing Enterprise (NHE). Council would make serviced land available and NHE would extend loans to qualifying beneficiaries to purchase the land.
8. Although not recorded in the contract, the idea was that Mr Jesaya Muneo would assist his mother, Mrs Victoria Muneo, to obtain housing. Mrs Victoria Muneo did not meet the financial criteria for a beneficiary under the scheme, since her income as domestic worker did not meet the repayment criteria applied to beneficiaries.
9. For this purpose, it was (intentionally) decided that the purchaser would be Mr Jesaya Muneo and not Mrs Victoria Muneo.
10. Mr Jesaya Muneo was accordingly recorded as the purchaser in the contract concluded for the sale on the property. There is no indication in the contract itself that he signed as an agent of Mrs Victoria Muneo or in any other capacity, save as purchaser. (See page 1 and the definition of "purchaser".)
11. In terms of the contract, the property was sold for N\$37,790.00.
12. A deposit of N\$3,800.00 on the purchase price was payable upon signature of the contract and the balance of N\$33,990.00 would become payable upon registration of the transfer of the property in the Deeds Office. This would have been funded by the loan extended by NHE to Mr Muneo. (See clause 2.)
13. Mrs Victoria Muneo paid or contributed to the payment of the deposit of N\$3,800.00, to the benefit of Jesaya Muneo, the purchaser.

14. The beneficiaries were entitled to immediately take possession of the property. However, they had to pay occupational interest of N\$100.00 per month and pay the charges for municipal services rendered to the property. (See clause 3.1.2.)
15. It seems that Mrs Muree took possession of the property and thereafter paid the monthly occupational interest due.
16. The contract was conditional upon NHE approving a loan to Mr Jesaya Muree for the balance of the purchase price of N\$37,790.00. (See clause 6 of the agreement.)
17. There was a 60 days' time period agreed within which this resolutive condition had to be fulfilled. The loan thus had to be approved within 60 days of the signature of the contract, i.e. by 1 May 2008.
18. If the loan was not so approved, the agreement would lapse and become inoperative and the purchaser or anyone else associated with him had to vacate the property. (See clauses 3.1.3 and 6.)
19. Our instructions are that despite an application, NHE did not approve the loan to Mr Jesaya Muree.
20. It has now come to light that Mr Jesaya Muree and his wife intends on claiming the benefits and transfer of the property in terms of the contract, to the exclusion of Mrs Victoria Muree. This she claimed would be contrary to the family's own previous arrangements.
21. However, Mrs Victoria Muree claimed it to always have been the arrangement that she would take transfer of the property. She claimed that pursuant to their family arrangement, she had over time ensured that the purchaser's financial obligations to pay the deposit, the occupational interest and the charges for municipal services, were honoured.
22. Council has engaged the family in their dispute and now wishes to be advised of the legal position.

Relevant principles of the Law of Contract applied to the facts

23. The following principles of the Law of Contract recognised in Namibia find application to the facts:

Who are the parties to and have rights in terms of the contract?

24. Agreements which record the sale of land, must, for it to be valid and enforceable, be recorded in writing and signed by the parties to that contract or their agents acting on written authority.
25. In this regard, the provisions of the Formalities in respect of Contract of Sale of Land Act, Act 71 of 1969 ("the Act"), provide in section 1(1) the following:
- "No contract of sale of land or any interest in land (other than a lease, mortgage or mining claim or stand) shall be of any force or effect if concluded after the commencement of this Act unless it is reduced to writing and signed by the parties thereto or by their agents acting on their written authority."*
26. Furthermore, the rights and obligations emanating from a contract of sale (as any other contract) are limited to the parties thereto. An extension of this principle, referred to as the doctrine of privity of contract, is that no one who is not a contracting party will derive any benefits or liability therefrom.
27. Applied to the current facts and subject to the remainder of this advice, the above legal principles dictate that:
- 27.1 Council sold Erf no 2843 to Mr Josays Munez and not to his mother, Mrs Victoria Munez;
- 27.2 Since Josays Munez is the purchaser of Erf no 2843 Mondesa, he is the only person who could, in terms of the contract, claim and receive transfer of the property;
- 27.3 Mrs Victoria Munez is not a party to the contract and she could not claim transfer of the property from Council, as a purchaser thereof.

Resolutive Condition

28. Contracts may be affected by conditions. Conditions are contractual terms which qualify the rights and obligations arising from contracts and make them dependent on uncertain future events.
29. Conditions may bring the operation of contracts to an end or may suspend the full operation of contracts, in the event of the occurrence of uncertain future events.

30. Resolutive conditions operate to bring an existing contract, the rights and the obligations flowing therefrom to an end, upon the occurrence of uncertain future events. Suspensive conditions, on the other hand, operate to suspend the full operation of contracts until the occurrence of uncertain future events.
31. In the event that an agreement comes to an end on account of the fulfilment of a resolutive condition, the agreement lapses by operation of law. The agreement does not terminate due to, for instance, the cancellation thereof at the behest of any party. It is thus not a case of one party being in default (breach) of the contract and a consequential cancellation by the other party, thereby bringing the contract to an end.
32. The contract which Council concluded with Mr Josays Muree contains a resolutive condition in clause 6.
33. It determines that at least three legal consequences follow, if NHE did not grant Mr Muree a loan within 60 days of the signature of the contract, namely:
  - 33.1 the agreement lapsed and became inoperative (see clause 6.4);
  - 33.2 no party had any claim against the other arising from the contract (see clause 6.4);
  - 33.3 Mr Josays Muree and all cohabitants had to vacate the property, within 30 days thereafter (see clause 3.1.3).
34. Applied to the facts on hand, the above contractual terms had the following consequences, namely:
  - 34.1 The contract Council concluded with Mr Josays Muree on 2 April 2008 had lapsed and became inoperative, already by about 3 June 2008. There is simply no contract for the sale or the purchase of the property in existence any longer.
  - 34.2 Mr Muree has no right to demand and receive transfer of the property from Council in terms of the (lapsed, inoperative) contract. Council, on the other hand, is not obliged to pass transfer of the property to Mr Muree or to anyone else.
  - 34.3 The Muree family has no right to occupy the property and must vacate the property. Council is entitled to take possession of the property and as owner, may insist that they vacate the property. Council may take legal action to evict them, should it become necessary.



35. It follows that Council may sell the property to anyone else. Council may thus enter into a new agreement for the sale of the property with anyone, subject to the normal formalities applicable to the allocation of properties and sale thereof.
36. Council could also enter into a new contract of sale of the property with Mrs Victoria Muneo or with Mr Jesaya Muneo.

#### The Deposit

37. It should be considered what Council should do with the deposit of N\$3,800.00, which Mr Muneo paid, and Council received, in terms of the contract.
38. As the contract lapsed and became inoperative, the deposit will not be applied towards the purchase price.
39. The provisions of the contract imply that in the event of Council having cancelled the agreement on account of the purchaser's default (breach), the deposit may, under particular circumstances, have been forfeited to Council as compensation for the purchaser's enjoyment and use of the property (see clause 7.2).
40. These provisions, however, do not find application to the current situation.
41. That is so as the contract was not cancelled by Council due to the purchaser's default. The contract automatically came to an end with the non-fulfilment of the resolutive condition, by operation of the contract itself. The deposit could thus not be forfeited to Council.
42. The deposit has thus become repayable to Mr Muneo, the purchaser, given the contract having lapsed and becoming inoperative. Council is thus obliged to refund the deposit to Mr Muneo.

#### The Muneo family's internal arrangements and claims

43. We appreciate that the Muneo family may have made their own arrangements pertaining to the property. This may include that the actual beneficiary would be Mrs Victoria Muneo and not Mr Jesaya Muneo and regarding the payment of the deposit.
44. It may be that the family members may have claims between each other, on account of the financial contributions they have made to Council to pay the deposit. In our view, Council should not become involved in those arrangements or any disputes therein.

Summary

45. In summary of the above, we record the following to be the legal position:
- 45.1 The agreement which Council concluded with Mr Josaya Murnee on 2 April 2008, has lapsed and become inoperative, due to NHE not extending a loan to Mr Murnee for the purchase of the property.
- 45.2 The Murnee family has no right to occupy the property and should have vacated the property, given the lapsing of the contract.
- 45.3 Council is at liberty to again sell the property to anyone else and subject to the prescribed formalities and processes.
46. The above is our advice in this matter, which we trust you find in order.



KINGHORN ASSOCIATES  
Per P J BURGER

Qualifications

This memorandum and our advice are subject to the following qualifications:

1. This opinion is confined to matters of Namibian law, as at the date of the opinion and as currently applied in the Namibian courts.
2. We express no opinion on matters of fact and have accepted the facts conveyed to us.
3. Opinions are given pursuant to our interpretation of the facts and information provided to us by clients.
6. This opinion is limited to the very issues it addresses and is client and situational specific.

11.1.2 **ICLEI MEMBERSHIP RENEWAL**  
(C/M 2019/11/28 - 11/2/5/3)

Ordinary Management Meeting of 14 November 2019, Addendum 7.3 page 23 refers.

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

The Municipality of Swakopmund has been a registered member of the International Council for Local Environmental Initiatives (ICLEI) since the year 2011.

The International Council for Local Environmental Initiatives (ICLEI) was founded in 1990 and constitutes the association of local governments, national and regional local government organizations that have made a commitment to sustainable development.

ICLEI key areas of work include:

- *Urban Leadership and Capacity Building under International Council for Local Environmental Initiatives emerging Urban Leadership for African Sustainability (ULAS) program.*
- *Energy and Climate Change.*
- *Integrated Water Resource Management and Sanitation.*
- *Urban Biodiversity (Local Action for Biodiversity, LAB), Food Security and Gender.*
- *Integrated Environmental Management and Planning and Sustainable Consumption and Production.*

The organization supports local governments in advocacy and representation at international sustainable development forums and on the ground with a wide suite of training and capacity building tools and projects, local sustainability planning and project implementation, exchange programs, sharing of good practices and building leadership and networks in an urban environment.

The membership to the organization ensures that the Municipality of Swakopmund has access, at no cost, to all ICLEI publications electronically via its website. The local authority is also able to participate with international network of cities, towns and countries tackling similar environmental management and sustainability challenges. Membership to ICLEI will also contribute to one of Council's strategic goals to develop an active RCE and will enhance the proposed extended partnership with the City of Malmö which is aimed at improved ECO-Tourism and education towards sustainable development.

Members are thus expected to make an annual contribution to ICLEI which rates are based upon the population of the local authority and its national per capita income.

The following table below stipulates the cost of membership fees which were paid in 2011 and the expected cost for the 2019 / 2020 financial year. For ease of reference, an invoice has been attached.

<i>Financial Year</i>	<i>Financial Year 2011/2012</i>	<i>Financial Year 2019/2020</i>
Membership fee in Namibia Dollar	N\$2 100.00	N\$13 094.00
Membership fee in US dollar	(US 300)	-
Exchange rate	N\$6.93	-

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

**RECOMMENDED:**

- (a) That Council takes note of the membership fees as per the table below:

<i>Financial Year</i>	<i>Financial Year 2011/2012</i>	<i>Financial Year 2019/2020</i>
Membership fee in Namibia Dollar	N\$2 100.00	N\$13 094.00
Membership fee in US dollar	(US 300)	-
Exchange rate	N\$6.93 (7.00)	-

- (b) That Council approves the renewal of the membership fees for the Municipality of Swakopmund to the International Council for Local Environmental Initiatives (ICLEI).
- (c) That the annual registration fee payable for 2019 / 2020 to the amount of N\$13 094.00 be funded from Council's Membership and Subscription fees Vote: 100510211300 where N\$210 000.00 is available.
-



ICLEI - Local Governments for Sustainability Africa  
 PO Box 1117  
 Tygerberg  
 7530  
 Cape Town  
 South Africa  
 Email: [info@lgafrica.org](mailto:info@lgafrica.org)

**Membership and Services Invoice**

**PBO NO: 930 032 155**

Tax Invoice # ICL-AS-28-10-2019-SWAK

Invoice Date: 28 October -2019

Swakopmund Municipality  
 Off Rakoboka Street & Daniel Kamho Avenue  
 Swakopmund  
 Namibia

RE: Renewal Membership fees

Description	Membership Period	Subtotal (ZAR)
Full Membership for a year	Aug 2019 – July 2020	R11,300.0
	Total without VAT	R11,300.0
	Added VAT @ 15%	R1,720.00
	Total (Rand)	R13,020.00

For ZA Rand Payments please use the following account: ICLEI - Local Governments for Sustainability Africa NPC  
 ABISA BANK  
 313 Durban Road, Sanyyer Building, Tygervalley, Bellville, 7530, South Africa  
 Account number: 40-7180-8000 Cheque Account  
 Branch Code: 632005 Name of Branch: ABISA Sanyyer

Please note, all bank charges are at the Participant cost; Please add the cost of bank charges to the total amount.

For invoicing enquiries, or to send confirmation of payment, please contact Faghrinda at  
[Faghrinda.Khu@lgafrica.org](mailto:Faghrinda.Khu@lgafrica.org)

11.1.3 **DEVELOPMENT PROPOSALS RECEIVED - ADDITIONAL INFORMATION REQUIRED: ALLOCATION OF ERF 1327, TAMARISKIA TO A QUALIFYING INSTITUTION**  
(C/M 2019/11/28 - T 1327)

Ordinary Management Meeting of 14 November 2019, Addendum 7.5 page 48 refers.

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

This item was discussed at the Planning Forum of 08 October 2019 and is now submitted to the Management Committee for consideration.

**1. Introduction**

This item is re-submitted for Council to consider the allocation of Erf 1327, Extension 3, Tamariskia to a qualifying institution from developmental proposals received.

After considering various proposals received for Erf 1327, Extension 3, Tamariskia and Erf 4324, Extension 10, Mondesa in terms of Notice No 42/2018; the Management Committee on 14 February 2019 under item 7.2 passed the following resolution:

- (a) That the development proposals received from various institutions under notice 42/2018 be noted.
- (b) That the churches be required to submit the following documents:
- (i) Registration at Council of Churches Namibia
  - (ii) Nationality of the Applicant
  - (iii) Qualification of Theology
  - (iv) Constitution of the Church
  - (v) Financial Statements
  - (vi) Police Clearance of applicant
- (c) That the applicant be evaluated based on the date of application.

With reference to **point (c)** above stating that the applicant be evaluated based on the date of the application; it must be kept in mind that the invitation for proposals had a due date of **23 November 2018**. Therefore proposals received by this date comply with the specific requirement, irrespective whether they were previously listed as applicants. The calling for proposals is separate from the church application being listed in general.

The religious institutions listed below were requested to submit additional information that will enable Council to nominate a church suitable for the allocation of Erf 1327, Extension 3, Tamariskia (**Annexure "A"**):

	Religious Institution	Comments
1	Apostolic Faith Mission of Namibia (More Than Conquerors Swakopmund Assembly)	Submitted proposals for both erven.

Religious Institution	Comments
☐ Enlightened Christian Gathering Church - Namibia	Submitted proposals for both erven.
☐ Gospel Mission Church	Submitted proposals for both erven.
☐ Emmanuel Windhoek Church under Apostolic Faith Mission of Namibia	Submitted proposals for both erven.
☐ Light House Chapel International (Namibia)	Submitted proposals for both erven.
☐ Potter's House Christian Fellowship Church	Submitted proposals for both erven.
☐ St John Apostolic Healing Mission Church of Namibia	Submitted a proposal for only Erf 4324, Mondesa. This institution was included in the letter dated 07 March 2019 requesting for the information in the above decision (Annexure "A"). On 23 May 2018 the Special Management Committee approved the allocation of Erf 4324, Extension 10, Mondesa to HappyDu Children Charity Organisation; therefore the allocation of this erf which formed part of Notice No 42/2018 has been finalized.

## 2. Background

Council invited development proposals in terms of Notice No: 42/2018 and on the closing date, Council received development proposals from below institutions for Erf 1327, Extension 3, Tamariskia, which were verified as follows and were tabled to the Management Committee of **14 February 2019**:

Applicant	Document provided
Apostolic Faith Mission of Namibia (More Than Conquerors Swakopmund Assembly - Mondesa Branch)	<ul style="list-style-type: none"> <li>✓ Development Proposal               <ul style="list-style-type: none"> <li>• church building, counselling centre, library and youth info centre, charity house, day care and kindergarten and auditorium</li> <li>• currently using a temporary venue in August Nangolo Street, Mondesa which is too small for the growth of the church</li> <li>• although they submitted proposals for both erven - Erf 4324, Mondesa is their first choice and Erf 1327, Tamariskia their second choice</li> </ul> </li> <li>✓ The church Constitution (amendment of 2006) - all property acquired shall be registered in the name of the Apostolic Faith Mission of Namibia (add assembly name)</li> <li>✓ Name list of the church members (170 adult members)</li> <li>✓ Power of Attorney</li> <li>✓ Recent bank statement for a period of 6 months               <ul style="list-style-type: none"> <li>• balance on 01 Nov 2018 - N\$17 474.27 (Bank Windhoek)</li> <li>• balance on 18 Oct 2018 - N\$55 979.57 (Capricorn Asset Management)</li> <li>• the local assembly is linked to AFM International</li> </ul> </li> <li>✓ Established in Swakopmund in 2003, operational in Namibia for the past 15 years.</li> </ul>
Enlightened Christian Gathering Church Namibia	<ul style="list-style-type: none"> <li>✓ Development Proposal               <ul style="list-style-type: none"> <li>• construction of a church building and related community services (counselling, sport and outreach programs)</li> <li>• currently leasing a warehouse at Einstein Industrial Park at monthly rental of N\$27 000.00</li> </ul> </li> <li>✓ Proof of the registration of the church as a non-profit company (since 2015)</li> </ul>

Applicant	Document provided
	<ul style="list-style-type: none"> <li>✓ Name list of the church members (147 adult members)</li> <li>✓ Power of Attorney</li> <li>✓ Recent bank statements: three accounts (for a period of 5 months and another for a period of 7 months )               <ul style="list-style-type: none"> <li>• balance on 25 Oct 2018 - N\$ 343 207.04 (development)</li> <li>• balance on 07 Nov 2018 - N\$ 101 478.49 (rental)</li> <li>• balance on 07 Nov 2018 - N\$ 65 957.33</li> </ul> </li> <li>✓ Established in Swakopmund in 2013.</li> </ul>
<p>Gospel Mission Church</p>	<ul style="list-style-type: none"> <li>✓ Development Proposal               <ul style="list-style-type: none"> <li>• pregnancy care centre, leadership development programs, youth development centre, gender based violence awareness</li> </ul> </li> <li>✓ Proof of registration of the institution as an incorporated association not for gain (since 1999) and the constitution</li> <li>✓ Name list of the church members - 92 listed</li> <li>✓ Power of Attorney</li> <li>✓ Recent bank statements - 2 accounts (for a period of 6 months):               <ul style="list-style-type: none"> <li>• balance on 31 Oct 2018 - N\$23 577.67 (Rehoboth)</li> <li>• balance on 05 Nov 2018 - N\$14 856.04</li> </ul> </li> <li>The Main Branch in Rehoboth will be funding the transaction: balance on 30 June 2018 - N\$34 001.77</li> <li>✓ Not clear since when the institution is operational in Swakopmund, founded in Namibia during 1987.</li> </ul>
<p>Apostolic Faith Mission (Immanuel Church Windhoek)</p>	<ul style="list-style-type: none"> <li>✓ Development Proposal               <ul style="list-style-type: none"> <li>• a community centre for church gatherings and social support, training class rooms and conference facilities, community centre, second hand clothing shop, domestic workers' training and storage facility for their community projects.</li> </ul> </li> <li>✓ Proof of registration of the institution as an incorporated association not for gain (since 1991)</li> <li>✓ Name list of the church members - 260 (adults and minors)</li> <li>✓ Power of Attorney</li> <li>✓ No official bank statement attached, but a balance sheet for the Swakopmund assembly for the period ending Oct 2018 (year to date) = -N\$244 707.33; an income statement of Immanuel Windhoek is also attached (total assets = N\$14 993 956.32).</li> <li>✓ operational in Swakopmund for the past 5 years, operational in Namibia for more than 25 years.</li> </ul>
<p>Light House Chapel International Church</p>	<ul style="list-style-type: none"> <li>✓ Development Proposal               <ul style="list-style-type: none"> <li>• from the constitution it is for the establishment of churches in different countries</li> <li>• from the motivation letter – church building, a hall, office block, pre-primary school, centre for bible school, soup kitchen and medical outreach program</li> </ul> </li> <li>✓ Proof of Registration of the institution as a non-profit company (since 2003) as well as the constitution</li> <li>✓ Name list of the church members – 77 adult members</li> <li>✓ Power of Attorney</li> <li>✓ No recent bank statement attached, but the annual financial statement of the non-profit company for the period ending 31 December 2017 showing gross operating profit of N\$712 282.00 less expenses of N\$894 274.00 = -N\$181 992.00. Cash and cash equivalents at the end of 2017 = N\$141 322.00.</li> <li>✓ Not clear since when the institution is operational in Swakopmund, founded in Namibia since 2003.</li> </ul>
<p>Christian Fellowship Church Inc (The Potter's House)</p>	<ul style="list-style-type: none"> <li>✓ Development Proposal               <ul style="list-style-type: none"> <li>• multi-purpose centre for youth and the community providing online library, after school homework</li> </ul> </li> </ul>



Applicant	Document provided
	<ul style="list-style-type: none"> <li>facility, substance abuse rehabilitation and counselling, recreational facility for youth</li> <li>✓ Incorporated Association not for gain and church Constitution (since 1992)</li> <li>✓ Name list of the church members (150 adults and minors)</li> <li>✓ Power of Attorney</li> <li>✓ Recent bank statements (period of 6 months)               <ul style="list-style-type: none"> <li>• balance on 31 Oct 2018 - N\$13 345.24</li> <li>• balance on 31 Oct 2018 - N\$ 2 683.57</li> </ul> </li> <li>✓ Operational in Swakopmund since January 2009, founded in Namibia since 1992.</li> </ul>

During discussions at the Management Committee, it was concluded additional documents are required in order to nominate an institution for the allocation of Erf 1327, Extension 3, Tamariskia (decision quoted under point 1 above).

A letter dated **07 March 2019** (Annexure "A") was sent to all institutions to provide the additional documents. The due date for the provision of the additional information was **31 July 2019** and it is now submitted to Council for the allocation of Erf 1327, Extension 3, Tamariskia in terms of Notice 42/2018.

### 3. Verification of Additional Documentations Received

The institutions were requested to provide additional information by **31 July 2019** and some of them managed to provide the required information.

The institutions were verified taking the original application listed into consideration (which was not a requirement of Notice 42/2018):

Listed on Church Application List	Church Name	Original Application date	Additional documents provided
7 <sup>th</sup>	Apostolic Faith Mission (Annexure "B")	28 Mar 2012 (Annexure "F")	Submitted documentations: <ul style="list-style-type: none"> <li>- Proof of registration at Council of Churches in Namibia</li> <li>- Proof of the Nationality of the applicant</li> <li>- Qualification of Theology</li> <li>- Constitution of the Church</li> <li>- Financial Statements</li> <li>- Police Clearance of the applicant</li> </ul>
11 <sup>th</sup>	Enlightened Christian Gathering Church in Namibia	13 Oct 2017 (Annexure "F")	No documentation was submitted to Council as on the due date of 31 July 2019.
12 <sup>th</sup>	Gospel Mission Swakopmund (Annexure "C")	31 July 2017 (Annexure "F")	Submitted documentations: <ul style="list-style-type: none"> <li>- Proof of registration at Council of Churches in Namibia</li> <li>- Proof of the Nationality of the applicant</li> <li>- Qualification of Theology</li> <li>- Constitution of the Church</li> <li>- Financial Statements</li> <li>- Police Clearance of the applicant</li> </ul>
13 <sup>th</sup>	Renewal Church	30 June 2017 (Annexure "F")	Submitted documentations: <ul style="list-style-type: none"> <li>- Proof of registration at Council</li> </ul>

Listed on Church Application List	Church Name	Original Application date	Additional documents provided
	Swakopmund (Annexure "D")		of Churches in Namibia - Proof of the Nationality of the applicant - Qualification of Theology - Constitution of the Church - Financial Statements - Police Clearance of the applicant
15 <sup>th</sup>	Lighthouse Chapel International Namibia (Annexure "E")	05 Sept 2017 (Annexure "F")	Submitted documentations - Proof of registration at Council of Churches in Namibia - Proof of the Nationality of the applicant - Qualification of Theology - Constitution of the Church - Financial Statements - Police Clearance of the applicant
17 <sup>th</sup>	The Potter's House	05 Nov 2018 (Annexure "F")	No documentation was submitted to Council as on the due date of 31 July 2019.
The church does not appear on the recently updated list	St John Apostolic Healing Mission Church	Previously being listed as an applicant was not a requirement in terms of the proposal document. <b>The institution only submitted a proposal for Erf 4324, Mondesa.</b>	Submitted documentations - Proof of registration at Council of Churches in Namibia - Proof of the Nationality of the applicant - Qualification of Theology - No Constitution provided (registered as a non-profit company) - Financial Statements - Police Clearance of the applicant

Below three churches has been excluded from the allocation list due to the reason stated below:

- Enlightened Christian Gathering Church and Potter's House Christian Fellowship Church did not provide required documentation.
- St John Apostolic Healing Mission Church did not submit a development proposal for Erf 1327, Tamariskia (only for Erf 4324, Mondesa).

#### 4. Financial Statements Provided

The requirements of the development proposal stated that each church provides proof of their financial ability to develop the erf immediately after transfer.

The purchase price of Erf 1327, Extension 3, Tamariskia is **N\$231 175.00**. The church will have to be able to finance the cost of construction of a building.

Church Name	Financial Ability To Purchase and Develop
Apostolic Faith Mission of Namibia	N\$ 47 944.49 (up to Mar 2019)
Gospel Mission Swakopmund	N\$ 18 138.60 (up to Jul 2018)
Emmanuel Church Swakopmund	-N\$(601 128.14) (up to Jul 2019) (take note the account is in minus - although the statements of the submitted for the submission of February 2019 reflected assets to the value of N\$14 993 958.32 see point 2. above)
Lighthouse Chapel International Namibia	N\$8 739.57 (up to April 2018)

On **31 May 2018** Council resolved that religious institutions and welfare organisations be granted 6 months from the date of allocation to provide proof of financial ability to purchase the erf and also construct a building and final allocation will be subject to the provision of these documents.

## 5. Proposal

Additional documentation was required to enable Council to nominate a church for the allocation of Erf 1327, Extension 3, Tamariskia:

- (i) That Council considers a church from the submitted development proposals in order to allocate Erf 1327, Extension 3, Tamariskia.

Although the development proposal document does not have as a requirement the previous listing for allocation for an erf, below proposal is set-out in terms of point (c) of the Management Committee resolution passed on **14 February 2019**; in this regard it would not serve any purpose to call for development proposals. Quoted the initial decision of Council passed on **31 May 2018** under item 11.1.2:

- (a) That Council takes note of the 5 even zoned "institutional" as per Annexures "A" and "B":

	Erf No.	Size m <sup>2</sup>	Development Cost
1	Erf 9060, Ext 35, Swk	2 089	N\$292.00 / m <sup>2</sup>
2	Erf 9029, Ext 35, Swk	1 889	N\$292.00 / m <sup>2</sup>
3	Erf 9104, Ext 34, Swk	1 885	N\$292.00 / m <sup>2</sup>
4	Remainder of Erf 674, Ext 3, Tam	2 841	N\$175.00 / m <sup>2</sup>
5	Erf 1327, Ext 3, Tam	2 642	N\$175.00 / m <sup>2</sup>

- (b) That Council offers the erf in Extension 3, Tamariskia to churches on the waiting list in the chronological order:

	Ext #	Actual Erf #	Size	Purchase Price (subsidised)
1	Ext 3	Rem of Erf 674	2 841	N\$248 587.50+N\$18 335.75

- (c) That expressions of interest / development proposals be invited for the remaining 4 even at a fixed purchase price of 50% of the cost of installation of services (see table under point (a) above), subject to the entity being registered as a qualifying institution and the conditions listed under point 4 above.
- (d) That no religious institutions be considered for the even measuring less than 2 500m<sup>2</sup>.
- (e) That the Management Committee considers amending the Property Policy with reference to the following two conditions:

- 2.4 That churches or welfare organisations applying for land shall provide proof of their financial ability to develop the erf immediately after transfer.
- 2.5 Copies of financial statements for the last six months. In the case where it is not available, proof of financing from a financial institution will suffice.

### Proposed Addition / Amendment

That religious institutions and welfare organisations be granted 6 months from the date Council allocates the property (in principle) to provide proof of

*financial ability to purchase the erf and also to construct a building to the value prescribed in the Conditions of Establishment for the extension in which the specific erf is located. Final allocation will be subject to the provision of the above documents.*

- (i) *Apostolic Faith Mission initially applied on 28 March 2012, the church applied before the other churches listed and also submitted a development proposal in terms of Notice 42/2018.*
- (ii) *Apostolic Faith Mission submitted all required additional documentations in terms of the Management Committee decision passed on 14 February 2019 under item 7.2.*
- (iii) *That Council takes note of the financial status of the four churches, being Apostolic Faith Mission Church, Gospel Mission Swakopmund, Emmanuel Windhoek Church under Apostolic Mission Church and Lighthouse Chapel International Church.*
- (iv) *All four churches did not provide sufficient financial proof of their ability to develop the erf immediately after transfer. In terms of the above decision the church being allocated an erf has 6 months to provide proof of their financial ability.*

The consideration follows the required allocation of Erf 1327, Tamariskia to Apostolic Faith Mission of Namibia (More Than Conquerors Swakopmund Assembly) from the development proposals received by Council.

Apostolic Faith Mission will be granted 6 months to submit proof of their financial ability to purchase the erf and construct a church as resolved by Council on 31 May 2019, item 11.1.2 point (e).

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

**RECOMMENDED:**

- (a) **That Council takes note of the additional documentation provided by the four religious institutions:**
  - *Apostolic Faith Mission of Namibia (More Than Conquerors Swakopmund Assembly)*
  - *Gospel Mission Swakopmund*
  - *Emmanuel Windhoek Church under Apostolic Faith Mission of Namibia*
  - *Light House Chapel International (Namibia)*
- (b) **That Council takes note of Council's updated waiting list (Annexure "F") that indicates the application dates of all churches that applied as reflected under point 3, above.**
- (c) **That the purchase price for Erf 1327, Extension 3, Tamariskia is N\$231 175.00 (2 642m<sup>2</sup> x N\$175.00/m<sup>2</sup> + 2) (50% of the cost of installation of services) as provided for in the Property Policy and resolved in terms of Council's decision passed on 31 May 2018 under item 11.1.2.**
- (d) **That Council takes note that Apostolic Faith Mission of Namibia was the first applicant listed on Council's waiting list among those who submitted development proposals in terms of Notice 42/2018.**

- (e) That the four religious institutions did not provide sufficient financial ability to development the erf immediately after transfer as stipulated in Council's Property Policy.
- (f) That Erf 1327, Extension 3, Tamariskia be allocated to Apostolic Faith Mission who applied on 28 March 2012, also taking into consideration that they submitted a development proposal in terms of Notice 42/2018 and provided the additional information required in terms of the Management Committee decision of 14 February 2019.
- (g) That Apostolic Faith Mission be granted 6 months to submit proof of their financial ability to purchase the erf and construct a church as resolved by Council on 31 May 2019, item 11.1.2 point (e).
- (h) That should Apostolic Faith Mission of Namibia (More Than Conquerors Swakopmund Assembly) not provide the required financial ability within six months from the date approving the allocation, Erf 1327, Ext 3, Tamariskia be allocated to the subsequent churches listed below:
- Gospel Mission Swakopmund
  - Emmanuel Windhoek Church under Apostolic Faith Mission of Namibia
  - Light House Chapel International (Namibia)
-



P.O. Box 4324, East 10, Mendosa  
E-4 1327, Exit 3, Tsewariëla

Enquiries: Ms A Gushone

ANNEXURE "A"

## MUNICIPALITY OF SWAKOPMUND

☎ (06) 4104216  
☎ 060-814 234  
📠 53 Swakopmund  
NAMIBIA  
🌐 [www.swakopmund.com.na](http://www.swakopmund.com.na)  
✉ [swakopmund@swakopmund.com.na](mailto:swakopmund@swakopmund.com.na)

27 March 2019

Enlightened Christian  
Gathering Church  
P O Box 4088  
Yvonele  
081 300 6655

Apostolic Faith Mission  
of Namibia  
P O Box 8334  
Swakopmund  
081 235 3010

Light House Chapel  
International Church  
P O Box 7321  
Swakopmund  
081 672 3427

St John Apostolic  
Healing Mission Church  
P O Box 21331  
Swakopmund  
081 481 5070

The Potter's House  
Christian Fellowship Church  
P O Box 8125  
Swakopmund  
081 149 2705

Happy Children  
Charity Organisation  
P O Box 1877  
Swakopmund  
081 300 6655

Cornerstone Church Windhoek  
P O Box 8700  
Swakopmund  
[info@cornerstonechurch.com](mailto:info@cornerstonechurch.com)

*Evangel Mission Church*

Dear Sirs / Madams

### DEVELOPMENT PROPOSALS RECEIVED

With reference to the above development proposals submitted to Council in terms of Notice no. 42/2018, the Management Committee on 14 February 2019 under item 7.2 resolved as follows:

- (a) That the development proposals received from various institutions under notice 42/2018 be noted.
- (b) That the churches be required to submit the following documents:
  - (i) Application of Council of Churches Namibia
  - (ii) Validity of the Applicant
  - (iii) Qualification of Theology
  - (iv) Constitution of the Church
  - (v) Financial Statements
  - (vi) Police Clearance of applicant
- (c) That the applicant be evaluated based on the date of application.

Thus, kindly provide Council with information as per point (b) above within a period of 21 days from this date, in order for this office to submit to Council for attention to the qualifying institution as per Council's requirements.

Yours faithfully,  
Ms A Gushone

Should you have any further enquiries, please do not hesitate to contact Ms A Gushone at 06 4104216.

Yours faithfully,

  
MPO  
Municipality of Swakopmund  
City Administration Services & HR

ANNEXURE "B"



## COUNCIL OF CHURCHES IN NAMIBIA

Office of the Vice-president

40a Scherren Road • Tel: 61-274388 • Fax: 61 227287  
Email: [admin@ccn.org.na](mailto:admin@ccn.org.na)

March 22, 2016

To whom it may concern

**Re: CCN-Membership of The Apostolic Faith  
Mission of Namibia**

I, the undersigned Vice-president of the *Council of Churches in Namibia* (CCN), herewith declare that the *Apostolic Faith Mission of Namibia* is a corporate member of the CCN.

Humbly yours,

Council of Churches in Namibia

Secretariat

 43 41 - Plot 8021, Ext. No. 14  
 Abraham Moshogo Street, Katutura  
 WINDHOEK 0000

Rev Clem Marais

Vice-president: CCN

REPUBLIC OF NAMIBIA  
NATIONAL IDENTITY CARD

831028 1010 7

NAME  
HARHOLD  
SURNAME  
TITUS HONDOLWA

*T. J. Harhold*

NAMIBIAN POLICE  
PORT ELIZABETH  
13 JAN 2020

SPATIAL

Cardholder must carry this card with them at all times. Failure to do so may result in a fine or imprisonment. The card is valid for 10 years from the date of issue. It is not valid for travel to other countries.

DATE OF BIRTH  
1981-10-28  
SEX  
MALE  
ISSUE DATE  
2007-02-16  
ISSUE NO  
007042

CITIZENSHIP  
CITIZEN  
ISSUE NO  
840704



83102810107





The Management Board of the  
**Auckland Park Theological Seminary**

Die Bestuursraad van

**Aucklandpark Teologiese Seminarium**

In Collaboration of the AFM of Namibia

Training Centre: ICE

ECOWESA

13 MAR 2019

CPA/CJA OFFICE

hereby certify that



verklaar hiermee dat

**RAINHOLD, T**

*(Faint text, likely a signature or stamp)*

has successfully met requirements for  
 suksesvol voldoen het aan die vereistes vir

**Christian Workers Certificate**

Awarded on  
 Toegeken op 21/11/2011

at  
 in Auckland Park

*(Signature of Principal)*

Principal

*(Signature of Vice-principal)*

Vice-principal

CPA/CJA OFFICE  
 2019/11/13

M002, T - Academic Report

http://app.gridsync.com/track/print\_report/93414126

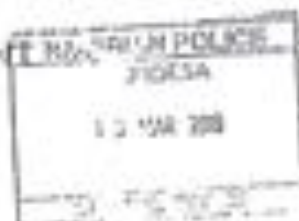
## Auckland Park Theological Seminary

Mr Rainhold, T  
1966 Cemetery Str, Omulondo  
Dushagnum

29 November 2019

Namibia

## Academic Report



We hereby certify that:

Student: Rainhold, T/tee  
Student number: 2010007775  
ID num: 8110281007

is enrolled at this institution for Christian Workers Certificate.  
It is further certified that his/her results are as follows:

Subject/Module	Semester Mark	Exam Mark	Final Mark	Remarks
Module 1 - Church Administration and Leadership	-	68	68	Pass
Module 10 - HIV/AIDS and Community Development Issues	72	72	72	Pass
Module 2 - Dogmatics and Ethics	50	50	53	Fail
Module 3 - Entrepreneurship	-	50	50	Pass
Module 4 - Child, Family and Youth Education	48	12	10	Pass
Module 5 - Old Testament	-	61	61	Pass
Module 6 - New Testament	-	86	86	Pass
Module 7 - Ministry	63	18	61	Pass
Module 8 - Spiritual Growth	84	73	79	Pass
Module 9 - Missions, evangelism and Church history	80	88	84	Pass

*WJ Hattingh*  
Prof WJ Hattingh  
Principal

I hereby certify that the information contained in this report is true and correct to the best of my knowledge and belief.  
*[Signature]*  
Principal

*the*

*constitutio*

CONSTITUTION OF  
THE APOSTOLIC FAITH MISSION  
OF NAMIBIA

(AMENDMENTS OF 2006 INCLUDED)

*82-*



2019031302679

# NAMIBIAN POLICE FORCE

file d

## Criminal Record Centre



### Certificate of Conduct

*This is to certify that  
There are no convictions recorded against:*

JITUS IKONGELWA RAINHOLD

28-Oct-1981

Namibia

*For any crime reported in the Republic of Namibia*

*[Handwritten signature]*

UNITY

LIBERTY

JUSTICE



*[Handwritten signature]*

DE/COMM  
D. DEY

INSPECTOR GENERAL: NAMIBIAN POLICE FORCE

*[Handwritten mark]*



## CONSTITUTION

### 1. NAME

The name of the Church in the official language is (GOSPEL MISSION).

### 2. STATEMENT OF PURPOSE

The aim of the Church is to extend and enhance the Kingdom of God on earth in accordance with the instructions with the instructions and doctrine of the Bible (Heilige Skrif - Holy Scriptures), which is accepted as the highest authority.

To found congregations, Sunday schools, prayer houses and other institutions for the enhancement of the Church of Christ and the education, training and equipment of the workers of Christ.

### 3. LEGAL ENTITY

- (a) The Church is a non-profitable organization.
- (b) The Church is liable for its own debt and is accountable or summarized under its own name and acts under its own name in any Court of Law.
- (c) The Church takes transfer of fixed property or possession of movable property in its own name and as depicted in the constitution independently from its members.

### 4. EMPOWERMENT

The Church is authorized through its General Workers Board (Algemeen Workers Raad) as defined to:-

- (a) Buy, swap, hire or through donations acquire and own movable or fixed property and to lease, hire, mortgage or dispose of such property as decided by said Board.
- (b) Erect buildings and improvements on any fixed property and pay for the upkeep by selling any assets or property or to
- (c) Collect, acquire or earn funds for the Church and to invest such funds as surety as decided by the Board for substitutions of any deeds, cession, exemption or consulting to sign or to complete
- (d) Borrow money on such terms and conditions for such periods as approved by the Board and as surety for such loans and advances the property of the Church, movable or fixed, may be mortgaged or bonded or given in any other way as surety for borrowed money.



## Honours Licentiate in Renewal Theology

The Council of the Vision Seminary certifies that

**Brian Philander**

has fulfilled all the requirements for the Honours Licentiate in  
Renewal Theology

By passing the following subjects:

Advanced Counselling I  
Advanced Counselling II  
Systematic Theology I  
Systematic Theology II  
Systematic Theology III

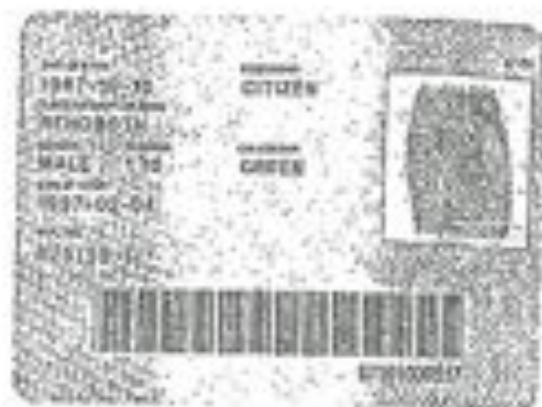
And that the Honours Licentiate in Renewal Theology is awarded to him on  
this the 6<sup>th</sup> day of December 2009

*Nico Ham*  
Dr Nico Ham  
Principal



*Witnessed and  
signed by  
the Council*



**ANNEXURE "C"**

## 10. FINANCE

- (a) Every congregational council is entitled to open an account or accounts at a financial establishment as approved by the General Workers Committee. All revenue, donations and tithes must be deposited into such an account or accounts.
- (b) Each cheque for withdrawal from a certain account must have at least two signatures of two signatories of the congregational council.
- (c) Every congregational council must on a monthly basis transfer an amount of money, as is decided from time to time by the General Workers Committee, to the Central Fund as mentioned below.
- (d) The Central Fund into which monthly contributions must be deposited will be controlled by the General Workers Committee.
- (e) All revenue, donations and tithes as well as donations to the Central Fund must be deposited by the General Workers Committee into a Bank or call account for control and administrative purposes.
- (f) All expenses, investments and distribution of the Central Fund may only be withdrawn by cheque from such accounts.
- (g) All cheques must be signed by at least two signatories of the General Workers Committee.
- (h) The treasurer of the General Workers Committee must keep record of all revenue and expenses of the Central Fund as decided by the General Workers Committee.

## 11. AMENDMENTS

Amendments to any clause of this constitution may be done by the General Workers Committee at any official meeting of said body. Such amendments may only be accepted by a two thirds majority of the General Workers Committee. Notice of an amendment by a member of the meeting should be given to the secretary of the General Workers Committee six weeks prior to the date of the meeting.

Approved and accepted by the General Workers Committee on 13 April 1996 at

Rehabah Mombini

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_





www.namibiancouncilofchurches.org.na

www.namibiancouncilofchurches.org.na  
 DIE VOORSITTER  
 TELEFON 70-90 A BLESSING  
 POKELU 4022  
 RYKSBOTK  
 GOSPEL@NWAY.NA

11 Namibia  
 Postal Code 1008  
 Namibia  
 Street Address  
 Tel. No. 70-90  
 9091  
 9092  
 9093

Wêreld STW Registrasienommer : 10a Vredef  
 Suid STW Registrasienommer : 300401-01-0

Rekeninghouer/Rekening : 107

Tel. No. STW Getel : 840 201 00 01

Rekeninghouer : 28 Julie 2019 tot 31 Julie 2019  
 Rekeninghouer : 31 Julie 2019

### Platinum Besigheid Rekening 62092003400

Oopslugging		NAD
Oopslugging		12,172.87 R0
Fondse Ontvang/Inloste	88	119,836.34 R1
Kontant Deposite	7	33,790.00 R1
Ander Deposite	0	0.00
Oopslugging In	16	15,550.00 R1
Betalings Ontvang	70	62,196.34 R1
Fondse Gebruik/Onloste	43	107,895.83 R1
Kontantontrekkings (Tel)	0	0.00
Kontantontrekkings (Ander)	0	0.00
Tjeka Verreik (Nie Kontant)	0	0.00
Debet Orders/Onloste Betalings	10	29,034.43 R1
Rekeningbetalings	49	68,821.21 R1
Oopslugging Uit	5	10,000.00 R1
Kaartbetalings	0	0.00
Grondstof Aankoop	0	0.00
Bankheffings	4	1,485.83 R1
Tienersheffings	2	693.00 R1
Kontant Deposite Heffings	1	108.99 R1
Kontant Heffings Heffings	0	0.00
Ander Tjeka	1	730.83 R1
Ander Inkomings		
Reise op Kredietbetalings	1	2,000 R1
Reise op Debetbetalings	0	0.00
Onrekening Transaksies (In)	0	0.00
Onrekening Transaksies (Uit)	0	0.00
Teugtelings/Verrekkings	0	0.00
Afsluitingsaltes		18,138.80 R1
Onrekening Uit		0.00

### Skakel ons

• e-Shop [info@nccn.org.na](mailto:info@nccn.org.na)  
 • Web [www.namibiancouncil.org.na](http://www.namibiancouncil.org.na)  
 • Vredef Kloster (06) 329-2229  
 • Rekeninghouer (06) 399-2212  
 • Bedryf (06) 399-1794

Onrekening  
 Foto geskep 1 0 00

Rekeninghouer is verantwoordelik vir die inhoud van die rekening. Die rekeninghouer aanvaar aanspreeklikheid vir die inhoud van die rekening.

Rekeninghouer is verantwoordelik vir die inhoud van die rekening. Die rekeninghouer aanvaar aanspreeklikheid vir die inhoud van die rekening.



2018050300338

NAMIBIAN POLICE

*Criminal Record Centre**Certificate of Conduct*

*This is to certify that  
There are no convictions recorded against:*

BRAIN PHILANDER10-Oct-1967Namibia*For any crime reported in the Republic of Namibia*INSPECTOR-GENERAL, NAMIBIAN POLICEDIP.COMBA  
D.DRY

ANNEXURE "D"



## COUNCIL OF CHURCHES IN NAMIBIA

Office of the Vice-president

48a Schumann Road • Tel: 81-274300 • Fax: 81 277267  
Email: [ccn@ccn.na](mailto:ccn@ccn.na)

March 22, 2016

To whom it may concern

**Re: CCN-Membership of The Apostolic Faith  
Mission of Namibia**

I, the undersigned Vice-president of the *Council of Churches in Namibia* (CCN), herewith declare that the *Apostolic Faith Mission of Namibia* is a corporate member of the CCN.

Humbly yours,

Council of Churches in Namibia

Secretariat

 41 - Plot 8521, Ext. No. 14  
 Abraham Moshogo Street, Katutura  
 WINDHOEK 8000

**Rev Clem Marais**  
**Vice-president: CCN**



**THE APOSTOLIC FAITH MISSION OF NAMIBIA**  
**DIE APOSTOLIESE GELOOF SENDING VAN**  
**NAMIBIË**

Pastor W de Bruijn and management team  
 AFM Emmanuel Swakopmund branch assembly  
 SWAKOPMUND

Dear co-workers in Christ

**INCORPORATION OF ASSEMBLY INTO THE AFM OF NAMIBIA**

Be greeted in the precious Name of our Lord, Jesus Christ.

It is a great privilege to welcome you as the pastoral couple, the management team as well as all assembly members to the spiritual family of the AFM of Namibia.

Acts 2 verse 47 relates how the Lord daily added to the first Christian church those who were saved. We thank the Lord Jesus, who is the head of his church, that He has continued to build his kingdom here on earth through all the ages. All glory to Him who is also adding precious souls to this assembly and to his kingdom.

As your mother assembly, AFM Emmanuel Windhoek, is a member of the AFM church, you are today officially incorporated into this family. A warm welcome to the Apostolic Faith Mission of Namibia! This church denomination is part of the Pentecostal family of the Protestant churches who proclaim the gospel of Jesus Christ all over the world.

We extend to you the right hand of fellowship as it was done by the co-workers of the first church according to Galatians 2 verse 9.

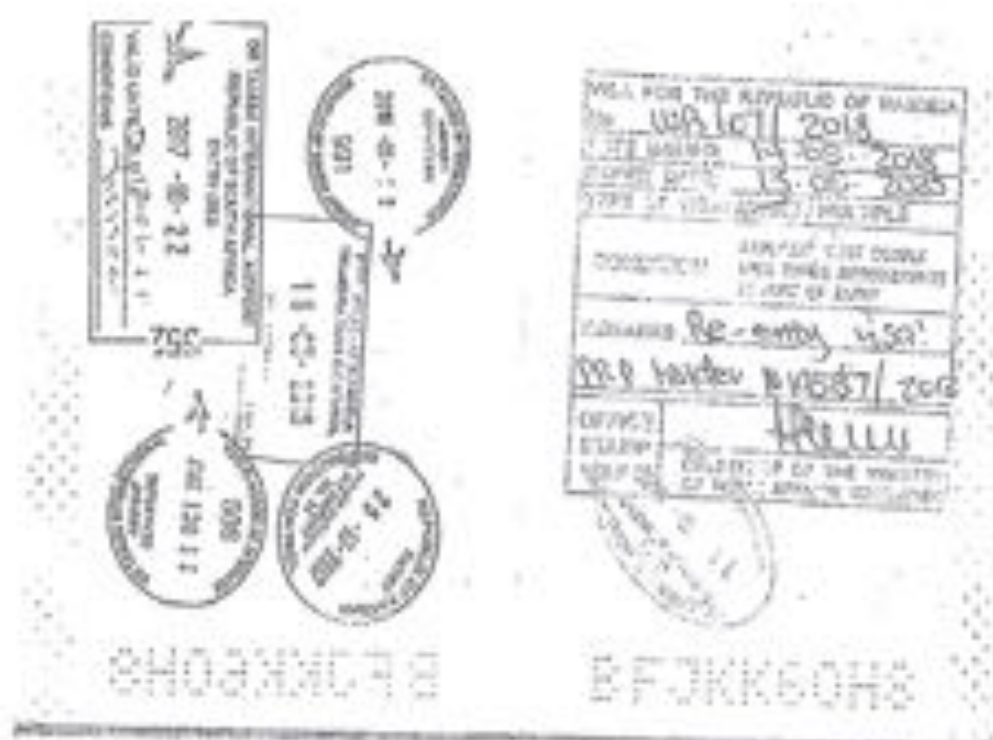
Our earnest prayer for you is:

- That the Lord will bless you as part of this spiritual family in a wonderful way in order to be a blessing to others in accordance with your motto;
- That the input of your leadership, as well as the work of every believer in this assembly, will further the cause of the kingdom here in Swakopmund and further afield and
- That you will continue to know the joy of being empowered and led by the Holy Spirit to God's glory.

Kind regards,

Pastor Janet Adams  
 President  
 12 November 2017

Dr Martin van Niekerk  
 Administrative officer





## REPUBLIC OF NAMIBIA

2-1/2008


 MINISTRY OF HOME AFFAIRS  
 DEPARTMENT OF CIVIC AFFAIRS  
 PERMIT FOR PERMANENT RESIDENCE
Reference 14/115-101/2-11

ACT NO 7 OF 1975

In terms of the provisions of sections 400 of the Aliens Act, Act 1 of 1957, as amended.

Surname	Date of birth	Sex	Occupation	No.
<u>DE ROOIJ</u>	<u>07 Nov 1972</u>	<u>M</u>	<u>MANAGER &amp; TRAINING CO-ORDINATOR</u>	<u>1958710</u>
First names <u>WILLEM</u>				

has been authorized to enter Namibia for permanent residence subject to the provisions of the Admission of Persons to the Territory Regulation Act, Act 58 of 1972 as amended, or if he/she on the date of approval of the application, already enjoys there legally, to settle permanently.

Date of issue 22 MARCH 2012

Unless the holder of this permit enters Namibia before or on

the validity of the permit shall expire.

  
 PERMANENT SECRETARY: MINISTRY OF HOME AFFAIRS


## Notes:

- This permit and the Certificate of Arrival attached thereto, must be handed to the Immigration Officer at the point of entry for personal and subsequent use of the Certificate of Arrival. The holder must take delivery of the permit and retain it in his/her possession.
- The permit number must be quoted in all communication with the Ministry of Home Affairs.
- The above permit is issued without recourse or amendment.
- Occupation, as stated, may not be changed within a period of three years from date of issue, without prior approval having been obtained from the Ministry.
- Right of admission to NAMIBIA and to permanent residence therein lapses if the holder of this permit was resident outside NAMIBIA for a continuous period of not less than five years. 2 yrs

Endorsements

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SOUTH AFRICAN THEOLOGICAL  
SEMINARY  
Bible-based • Christ-centred • Spirit-led

*This is to certify that*

Willem de Bruin

*having successfully completed  
the prescribed course of study  
was awarded the*

Bachelor of Theology

120 credits

*[Signature]*  
Principal

*[Signature]*  
Registrar

Date: 11 October 2019  
Address: South Hill  
Wentworth/Pretoria: 0001  
Certificate Number: SA700025



Constitution p1

## CONSTITUTION OF THE APOSTOLIC FAITH MISSION OF NAMIBIA

### PREAMBLE

<b>NAME</b>	P.1	The name of the church is: <b>THE APOSTOLIC FAITH MISSION OF NAMIBIA.</b>
<b>FOUNDATION</b>	P.2	The church believes and humbly professes that:
<b>EXISTENCE</b>	P.2.1	it has its origin, continued existence and destiny from God;
<b>REVELATION OF THE CHURCH OF CHRIST</b>	P.2.2	it is a revelation of the Church of Jesus Christ, governed by Him as Head, according to the convictions of the Holy Scriptures, the working of the Holy Spirit and the ministrations instituted by Him.
<b>CONFESSION OF FAITH</b>	P.2.3	
	P.2.3.1	We believe in God eternal, wise, almighty creator, sustainer and ruler of all creation;
	P.2.3.2	We believe in God the Father, the author of creation and salvation;
	P.2.3.3	We believe in Jesus Christ the only Son of God the Father, true God who for the sake of humanity and its salvation, descended from heaven and became flesh; who was conceived by the Holy Spirit and was born by the virgin Mary; who lived on earth and was crucified, died and was buried, who rose from the dead and ascended to heaven where He is seated at the right hand of the Father;
	P.2.3.4	We believe in the Holy Spirit, true God proceeding from the Father and the Son, who sanctifies the world of sin, righteousness and judgement and leads in all truth;
	P.2.3.5	We believe that the Bible is the Word of God, written by men as the Holy Spirit inspired them. We believe that it authoritatively proclaims the will of God and teaches us all that is necessary for salvation;
	P.2.3.6	We believe that all human beings are created in the image of God, due to their sinful rebellion, this image was marred, but all have sinned before God and it is the will of God that all people should receive salvation through faith in Jesus Christ;
	P.2.3.7	We believe in the baptism in the Holy Spirit with the initial evidence of speaking in tongues as promised to all believers. We believe in the manifestation of the gifts and fruit of the Spirit in the life of a Christian. We believe that a Christian should be a disciple of Jesus Christ living a renewed and holy life;
	P.2.3.8	We believe that Jesus Christ is the Head of the Church which is nourished by the Holy Spirit and consists of born again believers. The Church is responsible for the proclamation and demonstration of the gospel and God's will to all people. As a charismatic community they fellowship with and edify one another;
	P.2.3.9	We believe that the believer's baptism by immersion and the Lord's Supper are institutions of Jesus Christ to be observed by the Church;

Emmanuel Church Development  
Income Statement for Period Ending February 2019

		YTD		
		Actual	Budget	Variance
	<b>Sales</b>	<b>1,478,787.24</b>	<b>1,828,188.00</b>	<b>(349,398.80)</b>
100000	Tithing - Sunday	1,361,466.29	1,478,188.00	(116,721.71)
105000	Fairs/Festivals - Sunday	54,800.00	-	54,800.00
109000	Offerings Rec - Sunday	22,128.20	-	22,128.20
110000	Donations Rec - Sunday	56,411.05	-	56,411.05
	<b>GROSS PROFIT (LOSS)</b>	<b>1,478,787.24</b>	<b>1,828,188.00</b>	<b>(349,398.80)</b>
	<b>Expenses</b>	<b>3,421,886.88</b>	<b>3,428,898.00</b>	<b>(7,110.80)</b>
300000	Advertising & Proms - Development	-	6,400.00	6,400.00
301000	Appraisal - Development	-	-	-
305000	Bank Charges - Development	21,012.25	20,800.00	19,212.25
306000	Cleaning Exp - Sunday	15,811.00	16,300.00	2,368.16
310000	Computer Fund - Development	-	-	-
340000	Confer & Postage - Development	3,041.27	3,000.00	41.27
345000	Couns & Hospitality - Development	64,804.15	24,000.00	40,804.15
370000	Heat & Water - Development	68,667.26	70,000.00	(1,332.74)
375000	Ext Exp - Development	-	-	-
380000	Fuel (Heat) - Development	-	-	-
385000	Funds - Development	5,151.06	-	5,151.06
385000	Hardware - Development	8,801.00	24,000.00	15,199.00
385000	Immediate Needs - Development	16,523.77	10,000.00	6,523.77
410000	Meetings - Development	15,126.43	19,000.00	3,873.57
415000	Parson Meetings - Development	22,894.82	18,000.00	4,894.82
416000	Other Expenses - Sunday	6,951.20	-	6,951.20
417000	Outreach - Development	21,720.60	26,000.00	4,279.40
417000	Ministry Projects - Development	58,220.43	60,000.00	1,779.57
417000	Mt Repairs & Maint - Development	54,961.20	40,000.00	14,961.20
417200	Mt Fuel - Development	48,163.04	26,000.00	22,163.04
430000	Printing - Sunday	-	-	-
430000	Heat Paid Church - Development	471,195.00	495,000.00	23,805.00
430200	Heat Paid Parsonage - Development	180,000.00	180,000.00	-
430300	Heating & Maint - Development	96,148.00	24,000.00	72,148.00
430500	Finance Contributions - Development	17,702.20	10,000.00	7,702.20
430500	SATS - Development	18,494.26	40,000.00	21,505.74
440000	Salaries - Development	1,179,318.00	1,194,888.00	15,570.00
440100	Wages - Development	20,268.84	40,000.00	19,731.16
441000	Seminars - Development	5,073.84	21,000.00	15,926.16
447000	Stationery - Development	29,268.51	24,000.00	5,268.51
450000	Security - Sunday	24,000.00	28,000.00	4,000.00
450000	Tel & Fax - Development	10,482.20	10,000.00	482.20
450000	Tickets & Access - Development	-	-	-
451000	Travel - Development	-	-	-
451200	Training & Dev - Development	-	-	-
452000	Travel & Access - Development	40,000.00	24,000.00	16,000.00
	<b>Other Income</b>	<b>-</b>	<b>-</b>	<b>-</b>
700000	Interest Rec - Sunday	-	-	-
	<b>NET PROFIT (LOSS) BEFORE TAX</b>	<b>(1,943,099.64)</b>	<b>(598,898.00)</b>	<b>(1,344,201.64)</b>
	<b>NET PROFIT (LOSS) AFTER TAX</b>	<b>(1,943,099.64)</b>	<b>(598,898.00)</b>	<b>(1,344,201.64)</b>



Exmanuel Church Development  
Income Statement for Period Ending February 2019

		YTD		
		Actual	Budget	Variance
<b>Sales</b>		<b>1,478,787.24</b>	<b>1,575,188.00</b>	<b>(96,400.76)</b>
100000	Tithing - Sunday	1,283,466.24	1,270,188.00	13,278.24
100000	Faith Permits - Sunday	84,800.00	-	84,800.00
107000	Offerings Rec - Sunday	271,800.00	-	271,800.00
110000	Donations Rec - Sunday	38,721.00	-	38,721.00
<b>GROSS PROFIT (LOSS)</b>		<b>1,478,787.24</b>	<b>1,575,188.00</b>	<b>(96,400.76)</b>
<b>Expenses</b>		<b>1,480,483.00</b>	<b>1,455,838.00</b>	<b>24,645.00</b>
300000	Advertising & Promo - Development	-	1,400.00	1,400.00
301000	Apprentices - Development	-	-	-
320000	Bank Charges - Development	22,242.21	20,000.00	2,242.21
330000	Cleaning Exp - Sunday	14,811.00	16,000.00	1,189.00
341000	Corporate Fund - Development	-	-	-
342000	Crozier & Postage - Development	2,041.27	2,000.00	41.27
343000	Cumc & Hospitality - Development	14,204.10	14,000.00	204.10
344000	Gas & Water - Development	28,807.20	28,000.00	807.20
345000	Gas Exp - Development	-	-	-
380000	Equip Maint - Development	-	-	-
381000	Events - Development	1,101.00	-	1,101.00
382000	Memorials - Development	4,201.00	24,000.00	19,799.00
394000	Immersion Needs - Development	16,023.77	12,000.00	4,023.77
410000	Meetings - Development	18,105.45	18,000.00	105.45
410000	Prayer Meetings - Development	21,894.82	18,000.00	3,894.82
418000	Other Expenses - Sunday	4,902.00	-	4,902.00
419000	Outreach - Development	23,720.40	18,000.00	5,720.40
419000	Ministry Projects - Development	68,205.45	68,000.00	205.45
419000	MT Repairs & Maint - Development	18,812.00	40,000.00	21,188.00
419100	MT Fuel - Development	48,140.04	30,000.00	18,140.04
420000	Printing - Sunday	-	-	-
420000	Run Paid Coach - Development	471,190.00	490,000.00	18,810.00
421100	Run Paid Postage - Development	180,000.00	180,000.00	-
430000	Repairs & Maint - Development	30,148.00	24,000.00	6,148.00
430000	Revenue Development - Development	11,250.00	12,000.00	750.00
430000	SITE - Development	10,404.00	40,000.00	29,596.00
440000	Salaries - Development	1,378,214.00	1,304,000.00	74,214.00
440100	Wages - Development	20,248.00	40,000.00	19,752.00
440200	Contractors - Development	1,073.00	24,000.00	22,927.00
447000	Stationery - Development	21,204.01	24,000.00	2,795.99
450000	Security - Sunday	24,242.40	20,000.00	4,242.40
460000	Tel & Fax - Development	10,402.00	16,000.00	5,598.00
460000	Travels & Expenses - Development	-	-	-
470000	Team Building - Development	-	-	-
470000	Training & Dev - Development	-	-	-
480000	Travel & Accom - Development	40,000.00	24,000.00	16,000.00
<b>Other Income</b>		<b>-</b>	<b>-</b>	<b>-</b>
270000	Interest Rec - Sunday	-	-	-
<b>NET PROFIT (LOSS) BEFORE TAX</b>		<b>1,261,778.00</b>	<b>1,619,350.00</b>	<b>(357,572.00)</b>
<b>NET PROFIT (LOSS) AFTER TAX</b>		<b>1,261,778.00</b>	<b>1,619,350.00</b>	<b>(357,572.00)</b>



2018092103460

## NAMIBIAN POLICE FORCE

*Criminal Record Centre*

## Certificate of Conduct

*This is to certify that  
There are no convictions recorded against:*

WILLEM DE BRUIN07-Nov-1972Netherlands

*For any crime reported in the Republic of Namibia*

DEP.COMM.  
D. DEY

INSPECTOR-DIVISIONAL: NAMIBIAN POLICE FORCE

ANNEXURE "E"

# Association of Charismatic and Pentecostal Churches of Namibia

P O Box 3470 • Windhoek • Tel: 061 217 389 • Call: 081 200 1479 / 081 477 9218



Date: 24 April 2019  
Pastor Mandla  
Light House Chapel International  
Windhoek

TO WHOM IT MAY CONCERN

RE: MEMBERSHIP CONFIRMATION

The ACPCN hereby confirm that the Light House Chapel International is a member of the ACPCN. This church is entitled to certain benefits, privileges and rights which are offered by the Association-ACPCN. The church is also entitled to attend meetings, conferences, seminars, engaging in networking as well as sharing of information and resources.

We will recommend the church to submit this letter when applying for land, or any church property or assets.

The church is also obliged to uphold and adhere to the guidelines, policies, regulations and Constitutional of the ACPCN.

The ACPCN hereby invite all stakeholders not to hesitate to contact us for any issues with regards to the church, which might have deemed necessary to discuss, with the board of ACPCN.

Once more, we wish you all the best of luck and blessings from above.

Yours faithfully in the Lord

  
Ego J. Gumbel  
President ACPCN

24 April 2019

Date



*Handwritten signature*

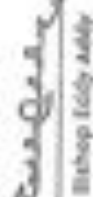




This certifies that

Benjamin Vetsjo

having successfully completed the Full Course in Pastoral Ministry as prescribed by the ABMTC is hereby awarded this Diploma in Full-time Ministry with all the honours and privileges therein appertaining in witness whereof we affix our signatures and seal of the Institute this \_\_\_\_\_ day of \_\_\_\_\_ November, 2009

  
Bishop Edip Adly

  
Head (ABMTC)

1

LIGHTHOUSE

CHAPEL INTERNATIONAL

NAMIBIA

THE CONSTITUTION





Statement Frequency : null (SUPPRESS) (02/04/2019)  
 Statement Date : 24-10-2019 to 30-09-2019  
 Page 20 of 20

## BANK STATEMENT / TAX INVOICE

Account Type : PURE SAVE

Account Number : 000013300

Account Currency: NAD

Previous Account Number :

Transaction Date	Value Date	Transaction Description	Fee	Debit	Credit	Balance
		BALANCE BROUGHT FORWARD				5,736.67
		BALANCE AS AT 30-09-2019				5,736.67

If these fees are inclusive of VAT of 15%.

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible. The balance reflected must always reflect any transactions that still needs to be processed.

Please note that foreign charges and debit orders are processed and fees will get from you!

## Overdraft details :

Overdraft limit	
Overdraft review date	

## Summary of transactions

Credits	491,070.00
Debits	485,333.33

## Fee summary

Service Fee	0.00
July	10.00
VAT	15.00
Cost Repayment	0.00



2019031503354

# NAMIBIAN POLICE FORCE

*Criminal Record Centre*



## Certificate of Conduct

*This is to certify that  
There are no convictions recorded against:*

BENJAMIN VETJOZA

20-Apr-1982

Namibia

*For any crime reported in the Republic of Namibia*

DEP.COMM.  
D. DDT

INSPECTOR-GENERAL: NAMIBIAN POLICE FORCE





**ANNEXURE 'F'**Church Erf Waiting List

Updated on June 2018

Listing	Church	Comments
1 <sup>st</sup>	The Pastoral Church Council SANCTA FAMILIA Church Roman Catholic Church P O Box 1834 SWANOPOLAND Attn: Father P Lourens Ms B Karabes  Rev Father Rufus Ndondo See latest letter dated 20 December 2015.	Complete application received on <u>24 March 2015</u> . Letter received from Kingdom Associates (dated 03 March 2015) that the requirement for a conveyancer's certificate can be waived as the set-up is in order (as sent).  D Declined offer to purchase Erf 4569, Mondosa. Intends to purchase an erf in the DRC.
2 <sup>nd</sup>	Holy Rosary Parish P O Box 3 SWANOPOLAND Attn: Father Anthony Spencer 081 411 4263 / 403062  Rev Father Rufus Ndondo See latest letter dated 09 December 2015.	Complete application received on <u>25 June 2015</u> .  D Declined as SANTA FAMILIA Church to purchase and erf in Mondosa. Intends to purchase an erf in the DRC.
3 <sup>rd</sup>	Universal Church of the Kingdom of God = 061-221340 (Bishop Celeo Jiv)	Complete application received on <u>28 November 2015</u> .
4 <sup>th</sup>	Greater Love Ministries P O Box 21298 WINDHOEK Attn: Fola Osho	Complete application received during week of <u>21 to 25 July 2015</u> . Volume 7  Preferred Area: 1 <sup>st</sup> Option - Erf 8/9 - POA 2 <sup>nd</sup> Option - Tamaritika
5 <sup>th</sup>	Back to Christ Movement P O Box 4425 VINETA Attn: Bishop Emmanuel Hahawish	Complete application received on <u>15 August 2015</u> . Volume 7  Preferred Area: Erf 8/9 - POA DRC / Tamaritika (Pastor Nwemob confirmed on 1 February 2017)
6 <sup>th</sup>	Pentecostal Protestant Church P O Box 2000 SWANOPOLAND Attn: Elmer Isak Jans	Complete application received on <u>21 September 2015</u> . Volume 7  Preferred Area: 1 <sup>st</sup> Option - Erf 8/9 - POA 2 <sup>nd</sup> Option - DRC 3 <sup>rd</sup> Option - Tamaritika

Listing	Church	Comments
7 <sup>th</sup>	Apostolic Faith Mission Tamaritika Assembly Of Namibia P O Box 8324  SWAPO/PAHO Attention: Mr Tius Namvet Mr Abd Schoemann (cell number 081 247 2011) Mr Tius Namvet 0812300010 (enquiry made by him on 19/11/2019)	Complete application received on 28 March 2012 Volume 5 (including bank statement requested on 11 Apr 12 and submitted on 18 Apr 12)  <b>Referred Area:</b> 1 <sup>st</sup> Option - Ext 8 / 9 - POA 2 <sup>nd</sup> Option - Tamaritika
8 <sup>th</sup>	The Spiritual Group Leader Wondesa Seven Day Adventist Group Swakopmund At: Sr Precious Omweser + 081 436 3573/ 081 264 1952	Complete application received on 28 August 2013 Volume 6  <b>Referred Area:</b> 1 <sup>st</sup> Option - Ext 8 / 9 - POA 2 <sup>nd</sup> Option - DRC
9 <sup>th</sup>	Rejoice Pentecostal Church of Namibia P O Box 4865 Swakopmund  At: Pastor Dennis Gamaab Pastor Laurencia Gamaab 081 658 2790	Complete application received on 08 March 2013 Volume 5  <b>Referred Area:</b> 1 <sup>st</sup> Option - Tamaritika 2 <sup>nd</sup> Option - Ext 8 / 9 - POA
10 <sup>th</sup>	Forward In Faith Ministries International Namibia P O Box 2490 Wakke Bay  At: Ms Agnes T Kamul Pastor Johnson (my colleague - Abel of Health) 081 582 5559	Complete application received on 19 June 2014 (Volume 5 file)  <b>Referred Area:</b> POA Tamaritika Confirmed with Ms A T Kamul on 6 Jan 15.
11 <sup>th</sup>	Enlightened Christian Gathering Church in Namibia P O Box 4060 VINEVA  At: Harry Hainjura (081 258 2602) Laina Shapanga (081 308 5230)	Complete application received on 13 October 2017 (1/15 Volume 4)  <b>Referred Area:</b> Tamaritika Northern suburbs (contests issued)
12 <sup>th</sup>	Gospel Mission Swakopmund P O Box 4222 Rundu  At: Pastor Samuel Franz 081 1254527	Complete application received on 31 July 2012  <b>Referred Area:</b> Vinea, Tamaritika, Town Area Confirmed with Pastor S.Franz and Mr P van Ryn

Listing	Church	Comments
13 <sup>th</sup> 	Emmanuel Church Swakopmund P O Box 8700 SWAKOPMUND At: Mr W De Bruin	Complete application received on 30 June 2017 <u>Preferred area:</u> 4 000m <sup>2</sup> in Moutons
14 <sup>th</sup>	Fountain of Living Waters Ministries Box 2301 Swakopmund	Complete application received on 21 September 2017. <u>Preferred area:</u> Moutons, Swakopmund or Town
15 <sup>th</sup> 	Lighthouse Chapel International Namibia Box 7301 Swakopmund	Complete application received on 21 September 2017. <u>Preferred area:</u> First option - Moutons Second option - Tamariskia
16 <sup>th</sup>	Exodus Evangelical Lutheran Church in Namibia P O Box 1205 SWAKOPMUND  At: Rev E. Therseth eetherseth@gmail.com 081 202 1421	Complete application received on 30 August 2017, (H 1/10/1) Applied for Erven 4266 and 7041, Moutons
17 <sup>th</sup>	The Pellet's House P O Box 8100 Swakopmund  At: Mr Harold Booysse 081 140 2705	Complete application received on 21 November 2017 (H 1/10/1 volume 12). <u>Preferred area:</u> Not indicated.
18 <sup>th</sup>	The Full Gospel of God Church P O Box 8004 Swakopmund  At: Ps Stefanus Angewe Ntango 081 204 8856	Complete application received on 27 June 2018 (H 1/10/1). <u>Preferred area:</u> ORC

## Incomplete Applications received:

1	Jehovah's Witness Swakopmund	12 August 2011
2	Namibia Helping Hand Ministries	05 January 2013
3	The Full Gospel Church of God	22 February 2015
4	Zion Christian Church	22 April 2016
5		
6		



11.1.4 **APPLICATION FOR A FURTHER LEASE PERIOD: P H B VAN GINKEL T/A SWAKOPMUND PAINTBALL CENTRE & ADVENTURE PARK**

(C/M 2019/11/28 - E 2747)

Ordinary Management Meeting of 14 November 2019, Addendum 7.6 page 90 refers.

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

The following item was discussed at the Planning Forum on **22 October 2019** under item 5.16 and is now submitted to the Management Committee for consideration.

**1. Introduction**

A letter dated **10 September 2019** was received from Mr P H B van Ginkel (**Annexure "A"**) requesting a further lease period for the portion of land measuring  $\pm 1,2167$ ha located on Erf 2747, Swakopmund and a portion of Farm 165, Swakopmund.

The current lease period will expire on **30 September 2020**, but due to an investment opportunity by LanCil Management Services CC (N\$15 000 000.00), Mr P H B van Ginkel applies for a further lease period in advance in order to have certainty for funding of securing an additional lease period.

The entire area measures  $\pm 2.8$ ha of which Kazak Africa Experience Cultural Tourism CC is leasing 1,3814ha which lease period commenced **01 October 2019**.

**Attachments:**

- **Annexure "A"** : Letter dated **10 September 2019**
- **Annexure "B"** : Copy of the current lease agreement
- **Annexure "C"** : Background / timeline regarding the lease

**2. Background**

**2.1** Mr A van Bijon trading as Swakopmund Paintball Adventure Centre leased the area from Council from **1 December 2002 until 31 October 2010**.

Mr P H B van Ginkel, a partner of Mr A van Bijon continued trading as Swakopmund Paintball Centre & Adventure Park and has been leasing the area since **01 November 2010** and established a successful tourist entertainment business over the course of time.

After a request dated **04 June 2009** from Mr A van Bijon to extend the lease, it was proposed that the lease be renewed for a period of twelve (12) months only and that Council request development proposals for the entire portion of land ( $\pm 2.8$  ha). Council on **24 September 2009** resolved as follows:

- (a) That permission be granted to the Swakopmund Paintball Adventure Centre to lease a Portion of Erf 2747 and a Portion of Farm No. 165 measuring 12 164,88m<sup>2</sup> in extent for a further period of one (1) year subject to the same conditions as per the current lease agreement.

- (b) That the rental fee for a further period of one (1) year of the lease area be N\$1 262.95 per month, 15% VAT included, subject to an annual escalation of 10%, effective 1 July 2010.
- (c) That at the end of the said lease period, lease proposals for the entire area of ±2.8ha be advertised three (3) months prior to 31 October 2010 for the public in order to give other interested parties an opportunity to participate.

On **26 October 2009** a lease agreement was signed with Mr A van Biljon for a further 1 year period, commencing on **01 November 2009 until 31 October 2010**.

## 2.2 Invitation of Lease Proposals (9 years 11 months)

In order to evaluate the lease proposals, the Management Committee on **15 July 2010** resolved as follows:

- (a) That the draft invitation for lease proposals for a Portion of Erf 2747 and a Portion of Erf 1315, Swakopmund measuring 2.8ha be approved.
- (b) That the public be invited to submit their lease proposals for the area of ±2.8ha before 31 October 2010.
- (c) That the market valuation for the leasing of the 2.8ha area be obtained from Council's Municipal Valuator and Messrs Nasikama Property and Consult in order to evaluate the lease proposals.

Lease proposals were invited, and at the closing date of **17 August 2010**, the following were received:

- ⊙ Mr E Brand
- ⊙ Mr M Maendo & Mr L Campher
- ⊙ Mr P H B Van Ginkel (indicated as the partner of Mr A van Biljon trading as Swakopmund Paintball Adventure Centre)

As per the invitation document, tourism, accommodation and recreational activities were considered for the area.

Mr P H B van Ginkel, as a partner of Mr A van Biljon was leasing an area of ±1.2ha from Council at a rental tariff of N\$1 389.24 per month, which lease period lapsed on **31 October 2010**.

The temporary structures erected by Mr A van Biljon were in line with the requirements for the area being situated within the River Precinct.

In line with the Council resolution of **24 September 2009**, the purpose of inviting lease proposals was in order to give other interested parties an opportunity to participate. Apart from the proposal by Mr P H B Van Ginkel, only two other parties submitted proposals.

Council on **30 September 2010** under item 11.1.4 passed the following decision:

- (a) That the proposals of Mr E Brand and Messrs M Maendo and L Campher be turned down as they are in direct competition with the Municipal Restcamp.
- (b) That the renewal of the current lease agreement with Mr P H B van Ginkel of Messrs Swakopmund Paintball Adventure Centre for

a portion of Erfen 2747 and 1316, Swakopmund (±12 167 m<sup>2</sup> in extent) for a further period of nine (9) years and eleven (11) months at a cost of N\$3 041.75 per month plus 15% VAT be approved.

- (c) That the transaction be advertised in terms of the Local Authorities Act Act 23 of 1992, as amended.
- (d) That the offer to sell a portion of Erf 2747, Swakopmund to Mr A van Biljon (Snr) be declined.

A lease agreement was signed with Mr P H B van Ginkel trading as Swakopmund Paintball Adventure Centre on **13 December 2010** for the period **01 November 2010** lapsing **30 September 2020** for a lease area of ±12 167m<sup>2</sup>.

Erroneously based on the Council decision passed on **24 September 2009**, a condition was incorporated in the lease agreement quoted below. This decision was actually superseded by the Council decision of **30 September 2010** and is no longer valid.

2. *Duration: The lease shall commence on 1 November 2010 and shall run for a period of nine (9) years and eleven (11) months, whereafter lease proposals for the entire area of ±2.8ha be advertised three (3) months prior to 30 September 2020 for the public in order to give other interested parties an opportunity to participate.*

- ⇒ Council already offered the public the opportunity to participate by inviting proposals. The proposal of Mr P H B van Ginkel trading as Swakopmund Paintball Centre was accepted.

Since Messrs Kazak Africa Experience Cultural Tourism leases the remainder it will not be possible to comply with the condition.



### 3. Current Situation

- 3.1 The lease period for Mr P H B van Ginkel trading as Swakopmund Paintball Centre & Adventure Park will lapse on **30 September 2020** (attached is a copy of the lease agreement - Annexure "B").

3.2 The current lease agreement provides for the following activities:

The Property shall not be used for any other purpose than for facilities linked to a paint ball range and apurtenant facilities and includes the following:

- Buggy Tours and Quad Bike Tours
- Bird watching tours (walking tours around the wetlands on an agreed and MET sanctioned route)
- Desert safaris
- Functions for companies and team building activities are Volleyball, Tug-o-War, event tent, climbing wall, evening dinner (to be finished not later than 22:00)
- Parking facilities to be provided on site

The following conditions be applicable with regard to the operation of Quad Bikes:

- No departure points of Quad Bikes be allowed from the Paintball Area unless loaded on a trailer.
- No Quad Bikes be allowed to operate in the Lagoon Area.
- No Quad Bikes be allowed to operate west of the Swakop River Bridge.
- No Quad Bikes may have access to the route underneath the Swakop River Bridge.
- All Quad Bike activities to start from erf 1318 Swakopmund.

3.3 Mr P H B van Ginkel now applies for the following:

- ① Renewal of the lease period for a further 9 years 11 months
- ② Council's approval for the application of a full liquor license
- ③ Operating hours from 05:00 until 23:00 (current lease agreement provides until 22:00)
- ④ Activities for the revamping of the tourist entertainment facility:

➤ **LuxCil Management Services CC**

- tethered helium balloon rides (NCAA Aviation approval attached)
- 18-hole mini golf
- arts and crafts vendor stalls

➤ **Swakopmund Paintball Centre & Adventure Park**

- paintball (approved activity in terms of current lease agreement)
- laser tag
- football
- dodge ball
- volley ball
- bungee bounce
- various different activities for team building (approved activity in terms of current lease agreement)
- bird watching trail (approved activity in terms of current lease agreement)
- children play park
- related tourist & corporate team building activities (approved activity in terms of current lease agreement)
- corporate and tourist functions (approved activity in terms of current lease agreement)

3.4 Mr P H B van Ginkel is currently leasing an area measuring ±1,2167ha at a monthly rental of N\$7 173.05 (excluding 15% VAT in the amount of N\$1 075.95).

4. **Proposal**

The following is proposed as per the recommendation below.

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

**RECOMMENDED:**

- (a) That the application by Mr P H B van Ginkel trading as Swakopmund Paintball Centre & Adventure Park for the extension of the lease period be approved for a further period of 9 years 11 months.
- (b) That the extended lease period commences on the lapsing of the currently lease period, i.e. on 1 October 2020 and lapses on 30 September 2030.
- (c) That the lease area remains the same, being ±1,2167ha located on a portion of Erf 2747, Swakopmund and a portion of Farm 165, Swakopmund.
- (d) That the monthly lease be N\$7 173.05 (15% VAT in the amount of N\$1 075.96 excluded), escalating by 10% annually the first being on 1 July 2020.
- (e) That in addition to the current activities permission be granted for the following activities to commence after signing an addendum to the existing lease agreement:
- Tethered helium balloon rides (NCAA Aviation approval and specifications attached)
  - 18-hole mini golf
  - Arts and crafts vendor stalls
  - Paintball (approved activity in terms of current lease agreement)
  - Laser tag
  - Foosball
  - Dodge ball
  - Volley ball
  - Bungee bounce
  - Various different activities for team building (approved activity in terms of current lease agreement)
  - Bird watching trail (approved activity in terms of current lease agreement)
  - Children play park
  - Related tourist & corporate team building activities (approved activity in terms of current lease agreement)
  - Corporate and tourist functions (approved activity in terms of current lease agreement)
- (f) That the operating time remains until 22:00 daily.
- (g) That no person be allowed to stay overnight.
- (h) That parking facilities be provided on the lease site.
- (i) That the lease be subject to the following standard lease conditions:
- (i) That all costs for the lease transaction be for the lessee's account, inclusive of, but not limited to the cost of advertising Council's intention to lease in terms of the Local Authorities Act, Act 23 of 1992, as amended and the cost of compiling a lease agreement
  - (ii) 1 month's rental amount be levied as a refundable deposit (exclusive of 15% VAT), of which costs such as rental in

- arrears at the expiry of the lease period be recovered, the balance be refunded to the lessee
- (iii) Council to be indemnified against any possible claims
  - (iv) 3 months' termination period for both parties as a standard condition
  - (v) No construction of permanent structures will be permitted (a permanent structure is any structure with a cement floor covered by any type of roof material).
  - (vi) No subletting without Council's approval
  - (vii) The lease agreement is not transferable and will not form part of an estate
  - (viii) That the lessee complies with all conditions laid down by the Engineering Services Department and the Health Services Department in terms of the Building Regulations and the Health Regulations of Council, as well as all other relevant municipal regulations.
  - (ix) That Council at all reasonable times have the right of access to the lease property for the purpose of carrying out inspections in order to ensure that all applicable regulations and requirements are being complied with.
  - (x) That in the event of the breach of any of the conditions of the lease, the lease agreement may be cancelled at the entire discretion of Council by giving 30 days' notice in writing to the lessee.
  - (xi) That in the event of termination of the lease agreement, the lessee shall have no claim for compensation in respect of any improvements effected on the property.
-

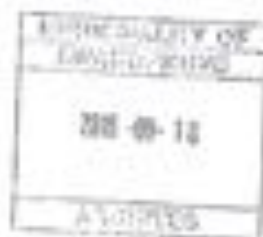
## Annexure "A"

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## SWAKOPMUND PAINTBALL CENTRE &amp; ADVENTURE PARK

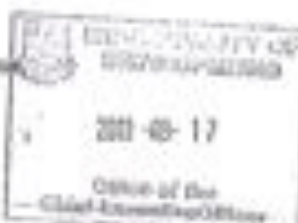


Peter H Barm van Ginkel  
P.O. Box 703  
Swakopmund  
Fax: 064-483382  
Cell: 081 124 8793  
Mail: peterh@swakopmund.na

Municipality of Swakopmund  
Bakeluka Street & Daniel Kamoh Avenue  
Swakopmund,  
Namibia

Tel: +264 (0) 64 4204400

Attention: The Chief Operating Officer

18<sup>th</sup> September 2019

**RE: RENEWAL REQUEST OF LEASE AGREEMENT SWAKOPMUND PAINTBALL & ADVENTURE CENTRE, ERF 2747 & PART OF FARM 165**

Dear Mr. Archie Benjamin,

I would like to thank Council for their support over the past 19 years and facilitating establishing a reputable tourist destination in Swakopmund. As you are aware times has change and I believe it is time to expand the Adventure Park.

During June 2019, LenOf Management Services cc approached me (Swakopmund Paintball Centre & Adventure Park), proposing a joint venture between our companies, to establish a "tethered helium balloon" tourist attraction, along with the existing activities on offer by Swakopmund Paintball Centre & Adventure Park, at the above-mentioned premises.

The proposed tourist attraction as set out below will be the first for Namibia and only in Swakopmund.

We also would like council approval for the application of a full liquor license as this will enhance the our services to the tourists that will visit us.

Herewith, myself Mr. Peter van Ginkel and Mr. Fritz Sodise (in their personal capacities) request the Municipality of Swakopmund to consider our proposed renewal rental agreement application, for erf 2747 and part of farm 165 for a period of 9 years and 9 months, as per the Council's standard resolution.

The combined "tourist- & recreation activities" will include the following:

- **LanCI Management Services cc**
  - Tethered helium balloon rides
  - 18-hole Mini Golf
  - Arts & Crafts vendor stalls
  
- **Swakopmund Paintball Centre & Adventure Park**
  - Paintball
  - Laser tag
  - Football
  - Dodge ball
  - Volley Ball
  - Bungee Bounce
  - Various different activities for team building
  - Bird watching trail
  - Children Play park
  - Related Tourist & Corporate Team building Activities
  - Corporate & Tourist functions

Proposed operating hours: Monday – Sundays: 05h00 until 13h00

The combined business ventures will create a minimum of 15 additional permanent employment opportunities, for the Swakopmund community (unskilled to skilled).

The total monetary financial investment for the re-amping- and project development is estimated at N\$ 15 000 000.00 (Excl. VAT).

Please refer to attached ANNEXURES of the new activities:

- **Annexure A:** Airn balloon AS-20 brochure
- **Annexure B:** Swakopmund Aerodrome letter of no-objection
- **Annexure C:** NCAA relation approval

We trust the above is in order and look forward to your favorable response.

Regards





Peter von Ghisel

(P: 64060200008)

+264 (0) 811 348 191



TINO SACKSO

(P: 720015 000 38)

+264 (0) 811 471 240



## SWAKOPMUND PAINTBALL CENTRE & ADVENTURE PARK (ACT 00078)

Baron Tours (TSO 00232)

Mobile: +264 (0) 811 348 191 P.O.Box: 788, Swakopmund, Namibia

E-Mail: [paintball@wavy.na](mailto:paintball@wavy.na) <http://swakopadventure.co.na/>



Find us on

Facebook

[Swakopmund Adventure Park](#)

RF 2747 - Swakopmund



Paintball Centre



**MUNICIPALITY SWAKOPMUND**  
 11 September 2019

Consent to the following amendments for Business Registration and/or Licence Fee

Name: Hilary No. of the: 31

Address: South Street, SWAKOPMUND  
Post Office Box 1000, SWAKOPMUND  
SWAKOPMUND

Applicant: Hilary

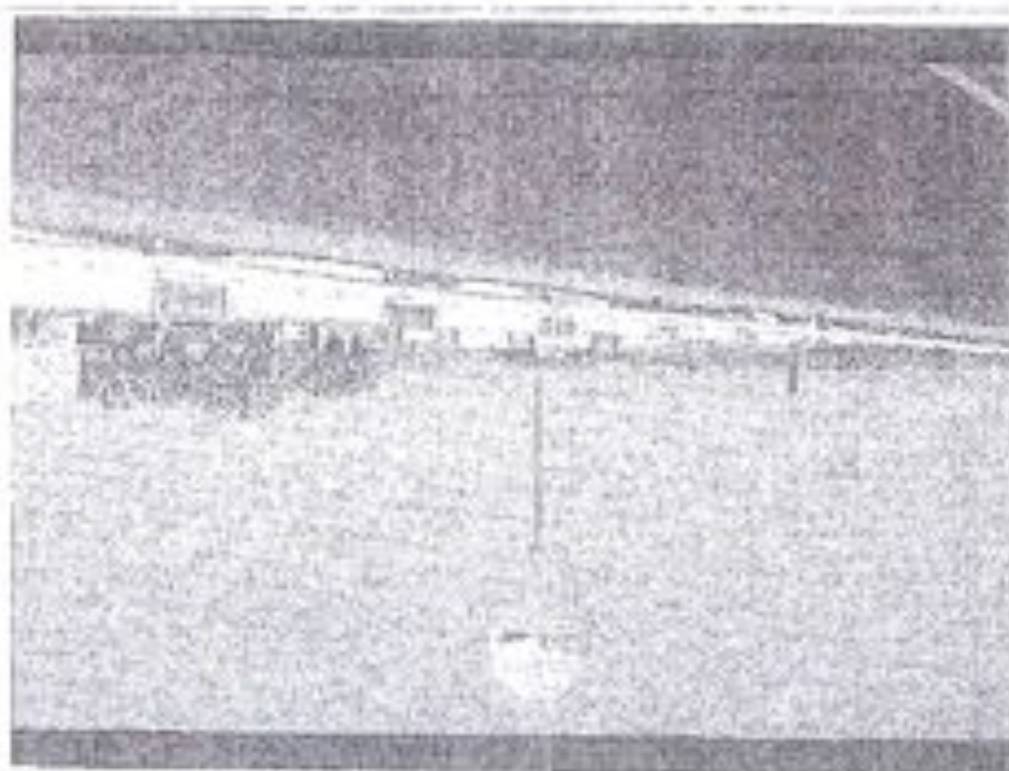
As per the application by Hilary of South Street, SWAKOPMUND  
Post Office Box 1000, SWAKOPMUND  
SWAKOPMUND for Business Registration  
and/or Licence Fee at the Swakopmund Municipality and that the  
 following is proposed:

Renewal  
 New

Please tick each cell and tick back to the start of the proposed consent text.

SWAKOPMUND MUNICIPALITY

Name: Hilary Address: South Street, SWAKOPMUND  
 No. of the: 31



















#### 2019/19/2000-107

The excavations are both regular and irregular and follow the topography of the site. The excavations are both regular and irregular and follow the topography of the site. The excavations are both regular and irregular and follow the topography of the site.

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#### 2019/19/2000-107

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2019/19/2000-107

**WORK**

**Background information**

The school's current curriculum is based on the national curriculum, which is a framework of knowledge and skills that all children should learn. The curriculum is designed to provide a broad and balanced education for all children, and to prepare them for life in the 21st century. The curriculum is based on the following principles:

**Primary and secondary systems**

The school follows the national curriculum for primary and secondary education. The primary system is based on the national curriculum for primary education, and the secondary system is based on the national curriculum for secondary education. The school follows the national curriculum for primary and secondary education, which is a framework of knowledge and skills that all children should learn. The curriculum is designed to provide a broad and balanced education for all children, and to prepare them for life in the 21st century.

**Primary school system**

- fully primary school system - based on the national curriculum for primary education
- primary education until Year 6
- primary school system
- based on the national curriculum for primary education

The school system is based on the national curriculum for primary education, which is a framework of knowledge and skills that all children should learn. The curriculum is designed to provide a broad and balanced education for all children, and to prepare them for life in the 21st century. The school follows the national curriculum for primary education, which is a framework of knowledge and skills that all children should learn. The curriculum is designed to provide a broad and balanced education for all children, and to prepare them for life in the 21st century.

**Secondary school system**

- secondary school system - based on the national curriculum for secondary education
- secondary education until Year 11
- secondary school system
- based on the national curriculum for secondary education
- secondary education until Year 11
- secondary school system
- based on the national curriculum for secondary education

The school system is based on the national curriculum for secondary education, which is a framework of knowledge and skills that all children should learn. The curriculum is designed to provide a broad and balanced education for all children, and to prepare them for life in the 21st century. The school follows the national curriculum for secondary education, which is a framework of knowledge and skills that all children should learn. The curriculum is designed to provide a broad and balanced education for all children, and to prepare them for life in the 21st century.



Primary and secondary systems

**WORK**

- fully primary school system - based on the national curriculum for primary education
- primary education until Year 6
- primary school system
- based on the national curriculum for primary education

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Primary and secondary systems

## OPERATION

## SUPPORTING POLICE BUSINESSES

- Next to the light meeting locations, which is the major approach, the water can be coordinated in activities. Daily or night
- 1. water/temperature
  - 2. All together of the before and which is coordinate with the management manual
  - 3. do not like meeting table
  - 4. within the water
  - 5. every day or night
  - 6. that there is no one is needed for the daily start-up procedure

## CONVENTIONAL OPERATIONS

The emergency procedure is to be used in the event of an emergency. The water is needed of emergency use. It is used because the water of emergency use. This is described in detail in the 10-20-30-40-50-60-70-80-90-100-110-120-130-140-150-160-170-180-190-200-210-220-230-240-250-260-270-280-290-300-310-320-330-340-350-360-370-380-390-400-410-420-430-440-450-460-470-480-490-500-510-520-530-540-550-560-570-580-590-600-610-620-630-640-650-660-670-680-690-700-710-720-730-740-750-760-770-780-790-800-810-820-830-840-850-860-870-880-890-900-910-920-930-940-950-960-970-980-990-1000-1010-1020-1030-1040-1050-1060-1070-1080-1090-1100-1110-1120-1130-1140-1150-1160-1170-1180-1190-1200-1210-1220-1230-1240-1250-1260-1270-1280-1290-1300-1310-1320-1330-1340-1350-1360-1370-1380-1390-1400-1410-1420-1430-1440-1450-1460-1470-1480-1490-1500-1510-1520-1530-1540-1550-1560-1570-1580-1590-1600-1610-1620-1630-1640-1650-1660-1670-1680-1690-1700-1710-1720-1730-1740-1750-1760-1770-1780-1790-1800-1810-1820-1830-1840-1850-1860-1870-1880-1890-1900-1910-1920-1930-1940-1950-1960-1970-1980-1990-2000-2010-2020-2030-2040-2050-2060-2070-2080-2090-2100-2110-2120-2130-2140-2150-2160-2170-2180-2190-2200-2210-2220-2230-2240-2250-2260-2270-2280-2290-2300-2310-2320-2330-2340-2350-2360-2370-2380-2390-2400-2410-2420-2430-2440-2450-2460-2470-2480-2490-2500-2510-2520-2530-2540-2550-2560-2570-2580-2590-2600-2610-2620-2630-2640-2650-2660-2670-2680-2690-2700-2710-2720-2730-2740-2750-2760-2770-2780-2790-2800-2810-2820-2830-2840-2850-2860-2870-2880-2890-2900-2910-2920-2930-2940-2950-2960-2970-2980-2990-3000-3010-3020-3030-3040-3050-3060-3070-3080-3090-3100-3110-3120-3130-3140-3150-3160-3170-3180-3190-3200-3210-3220-3230-3240-3250-3260-3270-3280-3290-3300-3310-3320-3330-3340-3350-3360-3370-3380-3390-3400-3410-3420-3430-3440-3450-3460-3470-3480-3490-3500-3510-3520-3530-3540-3550-3560-3570-3580-3590-3600-3610-3620-3630-3640-3650-3660-3670-3680-3690-3700-3710-3720-3730-3740-3750-3760-3770-3780-3790-3800-3810-3820-3830-3840-3850-3860-3870-3880-3890-3900-3910-3920-3930-3940-3950-3960-3970-3980-3990-4000-4010-4020-4030-4040-4050-4060-4070-4080-4090-4100-4110-4120-4130-4140-4150-4160-4170-4180-4190-4200-4210-4220-4230-4240-4250-4260-4270-4280-4290-4300-4310-4320-4330-4340-4350-4360-4370-4380-4390-4400-4410-4420-4430-4440-4450-4460-4470-4480-4490-4500-4510-4520-4530-4540-4550-4560-4570-4580-4590-4600-4610-4620-4630-4640-4650-4660-4670-4680-4690-4700-4710-4720-4730-4740-4750-4760-4770-4780-4790-4800-4810-4820-4830-4840-4850-4860-4870-4880-4890-4900-4910-4920-4930-4940-4950-4960-4970-4980-4990-5000-5010-5020-5030-5040-5050-5060-5070-5080-5090-5100-5110-5120-5130-5140-5150-5160-5170-5180-5190-5200-5210-5220-5230-5240-5250-5260-5270-5280-5290-5300-5310-5320-5330-5340-5350-5360-5370-5380-5390-5400-5410-5420-5430-5440-5450-5460-5470-5480-5490-5500-5510-5520-5530-5540-5550-5560-5570-5580-5590-5600-5610-5620-5630-5640-5650-5660-5670-5680-5690-5700-5710-5720-5730-5740-5750-5760-5770-5780-5790-5800-5810-5820-5830-5840-5850-5860-5870-5880-5890-5900-5910-5920-5930-5940-5950-5960-5970-5980-5990-6000-6010-6020-6030-6040-6050-6060-6070-6080-6090-6100-6110-6120-6130-6140-6150-6160-6170-6180-6190-6200-6210-6220-6230-6240-6250-6260-6270-6280-6290-6300-6310-6320-6330-6340-6350-6360-6370-6380-6390-6400-6410-6420-6430-6440-6450-6460-6470-6480-6490-6500-6510-6520-6530-6540-6550-6560-6570-6580-6590-6600-6610-6620-6630-6640-6650-6660-6670-6680-6690-6700-6710-6720-6730-6740-6750-6760-6770-6780-6790-6800-6810-6820-6830-6840-6850-6860-6870-6880-6890-6900-6910-6920-6930-6940-6950-6960-6970-6980-6990-7000-7010-7020-7030-7040-7050-7060-7070-7080-7090-7100-7110-7120-7130-7140-7150-7160-7170-7180-7190-7200-7210-7220-7230-7240-7250-7260-7270-7280-7290-7300-7310-7320-7330-7340-7350-7360-7370-7380-7390-7400-7410-7420-7430-7440-7450-7460-7470-7480-7490-7500-7510-7520-7530-7540-7550-7560-7570-7580-7590-7600-7610-7620-7630-7640-7650-7660-7670-7680-7690-7700-7710-7720-7730-7740-7750-7760-7770-7780-7790-7800-7810-7820-7830-7840-7850-7860-7870-7880-7890-7900-7910-7920-7930-7940-7950-7960-7970-7980-7990-8000-8010-8020-8030-8040-8050-8060-8070-8080-8090-8100-8110-8120-8130-8140-8150-8160-8170-8180-8190-8200-8210-8220-8230-8240-8250-8260-8270-8280-8290-8300-8310-8320-8330-8340-8350-8360-8370-8380-8390-8400-8410-8420-8430-8440-8450-8460-8470-8480-8490-8500-8510-8520-8530-8540-8550-8560-8570-8580-8590-8600-8610-8620-8630-8640-8650-8660-8670-8680-8690-8700-8710-8720-8730-8740-8750-8760-8770-8780-8790-8800-8810-8820-8830-8840-8850-8860-8870-8880-8890-8900-8910-8920-8930-8940-8950-8960-8970-8980-8990-9000-9010-9020-9030-9040-9050-9060-9070-9080-9090-9100-9110-9120-9130-9140-9150-9160-9170-9180-9190-9200-9210-9220-9230-9240-9250-9260-9270-9280-9290-9300-9310-9320-9330-9340-9350-9360-9370-9380-9390-9400-9410-9420-9430-9440-9450-9460-9470-9480-9490-9500-9510-9520-9530-9540-9550-9560-9570-9580-9590-9600-9610-9620-9630-9640-9650-9660-9670-9680-9690-9700-9710-9720-9730-9740-9750-9760-9770-9780-9790-9800-9810-9820-9830-9840-9850-9860-9870-9880-9890-9900-9910-9920-9930-9940-9950-9960-9970-9980-9990-10000-10010-10020-10030-10040-10050-10060-10070-10080-10090-10100-10110-10120-10130-10140-10150-10160-10170-10180-10190-10200-10210-10220-10230-10240-10250-10260-10270-10280-10290-10300-10310-10320-10330-10340-10350-10360-10370-10380-10390-10400-10410-10420-10430-10440-10450-10460-10470-10480-10490-10500-10510-10520-10530-10540-10550-10560-10570-10580-10590-10600-10610-10620-10630-10640-10650-10660-10670-10680-10690-10700-10710-10720-10730-10740-10750-10760-10770-10780-10790-10800-10810-10820-10830-10840-10850-10860-10870-10880-10890-10900-10910-10920-10930-10940-10950-10960-10970-10980-10990-11000-11010-11020-11030-11040-11050-11060-11070-11080-11090-11100-11110-11120-11130-11140-11150-11160-11170-11180-11190-11200-11210-11220-11230-11240-11250-11260-11270-11280-11290-11300-11310-11320-11330-11340-11350-11360-11370-11380-11390-11400-11410-11420-11430-11440-11450-11460-11470-11480-11490-11500-11510-11520-11530-11540-11550-11560-11570-11580-11590-11600-11610-11620-11630-11640-11650-11660-11670-11680-11690-11700-11710-11720-11730-11740-11750-11760-11770-11780-11790-11800-11810-11820-11830-11840-11850-11860-11870-11880-11890-11900-11910-11920-11930-11940-11950-11960-11970-11980-11990-12000-12010-12020-12030-12040-12050-12060-12070-12080-12090-12100-12110-12120-12130-12140-12150-12160-12170-12180-12190-12200-12210-12220-12230-12240-12250-12260-12270-12280-12290-12300-12310-12320-12330-12340-12350-12360-12370-12380-12390-12400-12410-12420-12430-12440-12450-12460-12470-12480-12490-12500-12510-12520-12530-12540-12550-12560-12570-12580-12590-12600-12610-12620-12630-12640-12650-12660-12670-12680-12690-12700-12710-12720-12730-12740-12750-12760-12770-12780-12790-12800-12810-12820-12830-12840-12850-12860-12870-12880-12890-12900-12910-12920-12930-12940-12950-12960-12970-12980-12990-13000-13010-13020-13030-13040-13050-13060-13070-13080-13090-13100-13110-13120-13130-13140-13150-13160-13170-13180-13190-13200-13210-13220-13230-13240-13250-13260-13270-13280-13290-13300-13310-13320-13330-13340-13350-13360-13370-13380-13390-13400-13410-13420-13430-13440-13450-13460-13470-13480-13490-13500-13510-13520-13530-13540-13550-13560-13570-13580-13590-13600-13610-13620-13630-13640-13650-13660-13670-13680-13690-13700-13710-13720-13730-13740-13750-13760-13770-13780-13790-13800-13810-13820-13830-13840-13850-13860-13870-13880-13890-13900-13910-13920-13930-13940-13950-13960-13970-13980-13990-14000-14010-14020-14030-14040-14050-14060-14070-14080-14090-14100-14110-14120-14130-14140-14150-14160-14170-14180-14190-14200-14210-14220-14230-14240-14250-14260-14270-14280-14290-14300-14310-14320-14330-14340-14350-14360-14370-14380-14390-14400-14410-14420-14430-14440-14450-14460-14470-14480-14490-14500-14510-14520-14530-14540-14550-14560-14570-14580-14590-14600-14610-14620-14630-14640-14650-14660-14670-14680-14690-14700-14710-14720-14730-14740-14750-14760-14770-14780-14790-14800-14810-14820-14830-14840-14850-14860-14870-14880-14890-14900-14910-14920-14930-14940-14950-14960-14970-14980-14990-15000-15010-15020-15030-15040-15050-15060-15070-15080-15090-15100-15110-15120-15130-15140-15150-15160-15170-15180-15190-15200-15210-15220-15230-15240-15250-15260-15270-15280-15290-15300-15310-15320-15330-15340-15350-15360-15370-15380-15390-15400-15410-15420-15430-15440-15450-15460-15470-15480-15490-15500-15510-15520-15530-15540-15550-15560-15570-15580-15590-15600-15610-15620-15630-15640-15650-15660-15670-15680-15690-15700-15710-15720-15730-15740-15750-15760-15770-15780-15790-15800-15810-15820-15830-15840-15850-15860-15870-15880-15890-15900-15910-15920-15930-15940-15950-15960-15970-15980-15990-16000-16010-16020-16030-16040-16050-16060-16070-16080-16090-16100-16110-16120-16130-16140-16150-16160-16170-16180-16190-16200-16210-16220-16230-16240-16250-16260-16270-16280-16290-16300-16310-16320-16330-16340-16350-16360-16370-16380-16390-16400-16410-16420-16430-16440-16450-16460-16470-16480-16490-16500-16510-16520-16530-16540-16550-16560-16570-16580-16590-16600-16610-16620-16630-16640-16650-16660-16670-16680-16690-16700-16710-16720-16730-16740-16750-16760-16770-16780-16790-16800-16810-16820-16830-16840-16850-16860-16870-16880-16890-16900-16910-16920-16930-16940-16950-16960-16970-16980-16990-17000-17010-17020-17030-17040-17050-17060-17070-17080-17090-17100-17110-17120-17130-17140-17150-17160-17170-17180-17190-17200-17210-17220-17230-17240-17250-17260-17270-17280-17290-17300-17310-17320-17330-17340-17350-17360-17370-17380-17390-17400-17410-17420-17430-17440-17450-17460-17470-17480-17490-17500-17510-17520-17530-17540-17550-17560-17570-17580-17590-17600-17610-17620-17630-17640-17650-17660-17670-17680-17690-17700-17710-17720-17730-17740-17750-17760-17770-17780-17790-17800-17810-17820-17830-17840-17850-17860-17870-17880-17890-17900-17910-17920-17930-17940-17950-17960-17970-17980-17990-18000-18010-18020-18030-18040-18050-18060-18070-18080-18090-18100-18110-18120-18130-18140-18150-18160-18170-18180-18190-18200-18210-18220-18230-18240-18250-18260-18270-18280-18290-18300-18310-18320-18330-18340-18350-18360-18370-18380-18390-18400-18410-18420-18430-18440-18450-18460-18470-18480-18490-18500-18510-18520-18530-18540-18550-18560-18570-18580-18590-18600-18610-18620-18630-18640-18650-18660-18670-18680-18690-18700-18710-18720-18730-18740-18750-18760-18770-18780-18790-18800-18810-18820-18830-18840-18850-18860-18870-18880-18890-18900-18910-18920-18930-18940-18950-18960-18970-18980-18990-19000-19010-19020-19030-19040-19050-19060-19070-19080-19090-19100-19110-19120-19130-19140-19150-19160-19170-19180-19190-19200-19210-19220-19230-19240-19250-19260-19270-19280-19290-19300-19310-19320-19330-19340-19350-19360-19370-19380-19390-19400-19410-19420-19430-19440-19450-19460-19470-19480-19490-19500-19510-19520-19530-19540-19550-19560-19570-19580-19590-19600-19610-19620-19630-19640-19650-19660-19670-19680-19690-19700-19710-19720-19730-19740-19750-19760-19770-19780-19790-19800-19810-19820-19830-19840-19850-19860-19870-19880-19890-19900-19910-19920-19930-19940-19950-19960-19970-19980-19990-20000-20010-20020-20030-20040-20050-20060-20070-20080-20090-20100-20110-20120-20130-20140-20150-20160-20170-20180-20190-20200-20210-20220-20230-20240-20250-20260-20270-20280-20290-20300-20310-20320-20330-20340-20350-20360-20370-20380-20390-20400-20410-20420-20430-20440-20450-20460-20470-20480-20490-20500-20510-20520-20530-20540-20550-20560-20570-20580-20590-20600-20610-20620-20630-20640-20650-20660-20670-20680-20690-20700-20710-20720-20730-20740-20750-20760-20770-20780-20790-20800-20810-20820-20830-20840-20850-20860-20870-20880-20890-20900-20910-20920-20930-20940-20950-20960-20970-20980-20990-21000-21010-21020-21030-21040-21050-21060-21070-21080-21090-21100-21110-21120-21130-21140-21150-21160-21170-21180-21190-21200-21210-21220-21230-21240-21250-21260-21270-21280-21290-21300-21310-21320-21330-21340-21350-21360-21370-21380-21390-21400-21410-21420-21430-21440-21450-21460-21470-21480-21490-21500-21510-21520-21530-21540-21550-21560-21570-21580-21590-21600-21610-21620-21630-21640-21650-21660-21670-21680-21690-21700-21710-21720-21730-21740-21750-21760-21770-21





small amount, ground type, ground level

an auditorium which is not used for its purpose. The purpose is to provide for the purpose of the work which is not used for its purpose. The purpose is to provide for the purpose of the work which is not used for its purpose. The purpose is to provide for the purpose of the work which is not used for its purpose.

#### CHURCH OF THE HOLY SPIRIT

Provision and facilities

Provision and facilities for the purpose of the work which is not used for its purpose. The purpose is to provide for the purpose of the work which is not used for its purpose. The purpose is to provide for the purpose of the work which is not used for its purpose.

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CHURCH OF THE HOLY SPIRIT







65. **ADMINISTRATIVE**

For this purpose, the Lease for any other public water right to be used to be subject to an advance fee or a similar fee, which is to be paid by the Lessee to the Council, unless the Council, after an evaluation of the situation, decides otherwise.

**The Property**

It is the intention of the Council that the Lease for any other public water right to be used to be subject to an advance fee or a similar fee, which is to be paid by the Lessee to the Council, unless the Council, after an evaluation of the situation, decides otherwise.

It is the intention of the Council that the Lease for any other public water right to be used to be subject to an advance fee or a similar fee, which is to be paid by the Lessee to the Council, unless the Council, after an evaluation of the situation, decides otherwise.

The LESSEE agrees to accept the amount of the advance fee or a similar fee, which is to be paid by the Lessee to the Council, unless the Council, after an evaluation of the situation, decides otherwise.

**THE MUNICIPALITY OF GÖTTINGEN**  
 Mayor: *[Signature]*

It is the intention of the Council that the Lease for any other public water right to be used to be subject to an advance fee or a similar fee, which is to be paid by the Lessee to the Council, unless the Council, after an evaluation of the situation, decides otherwise.

66. **ADMINISTRATIVE**

The public body is hereby notified by the jurisdiction of the Magistrate's Court for the district of Göttingen in the event of any other public water right to be used to be subject to an advance fee or a similar fee, which is to be paid by the Lessee to the Council, unless the Council, after an evaluation of the situation, decides otherwise.

*[Signature]*  
 Mayor: *[Signature]*

**THE MUNICIPALITY OF GÖTTINGEN**  
 Mayor: *[Signature]*

in the presence of the following witnesses:

1. *[Signature]*

ON BEHALF OF THE LESSEE

*[Signature]*  
 THE LESSEE'S WITNESS

2. *[Signature]*

*[Signature]*  
 THE LESSEE'S WITNESS

**THE MUNICIPALITY OF GÖTTINGEN**  
 Mayor: *[Signature]*

in the presence of the following witnesses:

1. *[Signature]*

ON BEHALF OF THE LESSEE

*[Signature]*  
 THE LESSEE'S WITNESS



**ANNEXURE "C"****Background / Timeline**

For ease of reference, below a timeline and various resolutions passed with regard to the lease:

1. **First Lease Period** (3 years)

A letter dated **22 May 2002** was received from Mr A van Biljon stating that he has leased a portion of land from Mr D Holloway (Erf 103) for a paintball adventure centre during December 2001. He invested N\$60 000.00 in the venture and Mr D Holloway cancelled the lease as he started with construction on the portion of land. Mr A van Biljon applied to lease a portion of land measuring 12 400m<sup>2</sup> for 10 years.

On **30 July 2002** Council passed the following resolution under item 11.1.13:

- (a) That the area indicated on the plan (on file) of ± 12 400m<sup>2</sup> be leased to the Swakopmund Paintball Adventure Centre for the purpose of establishing a paintball shooting range, provided:
- (i) That the consent from the Trustees of the Namibia Investment Bank be obtained for the lease of the area.
  - (ii) That all statutory disciplines be finalised successfully and subject to the conditions of Council's Standard agreement of lease.
  - (iii) That access to the property across the old Water Works site be properly indicated.
  - (iv) That no permanent structures be erected.
  - (v) Parking facilities be provided on site.
- (b) That the period of lease be set at 3 years with the applicant to have first option to renew the lease for a further period of 3 years at a rental of N\$0,05/m<sup>2</sup> x 12 400 m<sup>2</sup> plus 15% VAT = N\$ 620,00/month (Total N\$713,00/month) to escalate with 10% per annum, subject to a six (6) months notice of termination for both parties.

A lease agreement was signed on 21 November 2002 for the period 1 December 2002 until 30 November 2005.

The initial lease area is indicated below (a portion of Erf 2747 and a portion of Farm No 185, Swakopmund):



2. **First Extension of the Lease Period** (4 years - 3 years + 1 year due to delays by objections)

On 02 June 2005 a letter was received from Mr A van Bijon requesting an extension of the lease period for a further 9 years 11 months.

He further applied to host the following activities on site:

- (a) Paintball
- (b) Obstacle course
- (c) Wall climbing
- (d) Volley ball
- (e) Quad biking
- (f) Dune buggies
- (g) Angling excursions (ski-boat, rock and surf angling)
- (h) Dolphin cruises
- (i) Desert tours
- (j) Other activities not currently listed, but which can be incorporated as the venture develops.

On 28 July 2005 Council under item 11.1.10 passed the following resolution:

- (a) That a long term lease or alienation of a portion of land situated on Erf 2747, Erf 1316 and Farm no 165, as indicated on the plan on file, to the Swakopmund Paintball Adventure Centre not be considered.
- (b) That Council rather opts for the extension of lease for the portion of land of ± 12 167,88m<sup>2</sup>, as indicated on the plan, for a further period of 09 years at a rental of N\$862,63 per month (15% VAT) included, subject to an annual escalation of 10% and further subject to the following conditions:
  - (i) That the Lessee shall have the right to negotiate a further extension of the lease period by giving three (3) months notice before the expiration of the initial lease period.
  - (ii) That no permanent structures are to be erected and any temporary structures be aesthetically acceptable and to the satisfaction of the IW&TS Department.
  - (iii) That consent be obtained from the Trustees of the Namibia Investment Bank for the lease of the area.
  - (iv) That the access to the property across the Old Water Works site be properly indicated.
  - (v) That parking facilities be provided on the site.
  - (vi) That all statutory disciplines be finalised successfully and that the transaction be subject to the conditions of Council's standard agreement of lease.

A lease agreement was signed on 02 September 2005 with Mr A van Bijon trading as Swakopmund Paintball Adventure Centre for the period 01 November 2005 until 31 October 2008.

The lease area was indicated as 12 167m<sup>2</sup>:



A letter dated 22 September 2005 was received from Mr A van Bijon applying to add quad biking to the list of activities offered.

Council on 27 October 2005 passed the following resolution under item 11.1.8:

- (a) That permission be granted to the Swakopmund Paintball Adventure Centre to operate the following activities from the leased area:
- Quad Bike Tours,
  - Suggy Tours,
  - Bird watching tours (Walking tours around the wetlands on an agreed and M.E.T sanctioned route)
  - Desert Safaris
  - Functions for companies and team building activities are Volleyball, Top-of-Mat, event tent, climbing wall, evening dinner (to be finished not later than 22:00)
- (b) That the area be surveyed, the cost thereof for the applicants account.
- (c) That Council be indemnified against any claims arising from the use of the area.
- (d) That the applicant register with the Health Department.
- (e) That the transaction be advertised in terms of Section 63(2) of the Local Authorities Act, Act 23 of 1992, as amended.

The additional activities were advertised under Notice No 133/2005 for possible objections. Objections were received and Council on 12 January 2006 resolved that the comments from the Ministry of Environment and Tourism be obtained. A letter dated 05 February 2006 was addressed to the said Ministry and a reply was received on 28 July 2006.

In the meantime, the matter was submitted to the Ministry of Regional and Local Government, Housing and Rural Development on 11 July 2006. Approval to proceed with the additional activities for a three year period was granted on 13 September 2006.

Another lease agreement incorporating the activities was signed on 02 November 2006 for a period of three years, lapsing 31 October 2009 (an additional 1 year due to the delays caused by the objections).

### 3. Second Extension of the Lease Period (1 year)

A letter dated 04 June 2009 was received from Mr A van Bijon applying to extend the lease period for a further 3 year period.

The submission to Council indicated that although the application is for a period for three (3) years it should be considered in line with the Swakopmund Long Term Plan:

#### RIVER PRECINCT

The area from the Swakop River Mouth up to the Bypass and having a line extended eastward from the southern border of the planned new extension of Kramerisdorf as its northern boundary:

- (a) Zoning: Conservation
- (b) All development with special consent from Council.
- (c) Permissible uses at nodes to be identified: Tourism, accommodation / recreational activities e.g. Scheuneman plots and Km 3 reservoir.
- (d) Council may prescribe such conditions for development as it may see fit.

At the time a portion of land  $\pm 1.6$  ha lay vacant behind the paintball area, and could not be used since its access was blocked by the paintball area.

11.1.5 **DEVELOPMENT PROPOSALS RECEIVED IN RESPECT OF THE ENVISAGED ALIENATION OF ERF 1960, MONDESA**  
(C/M 2019/11/28 - M 1960)

Ordinary Management Meeting of 14 November 2019, Addendum 7.7 page 121 refers.

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

**1. Introduction**

Council, during a special management committee meeting on **23 May 2019**, under item 5.13 resolved that:

- (a) That the presentation of AIDS Care Trust be noted.
- (b) That the matter be referred back in order to re-assess the usage of Erf 1960 by Community Development Services and Engineering Services Departments.

This item is therefore submitted to Council to consider the alienation of Erf 1960, Mondesa, to Messrs AIDS Care Trust based on their development and conceptual proposal (Annexure "A").

**2. Background**

Council on **24 November 2016** under item 11.1.5 resolved among others:

- (a) That Erf 1898 and 1960, Mondesa be rezoned to "General Business".
- (b) That Council invites expression of interest for development proposals to develop the area into a business anchor to support envisaged SME trading operations in the area.

The above mentioned erven have been rezoned to "General Business" during **2018**. Erf 1898, Mondesa, measuring 1,485m<sup>2</sup> will be developed by Council into a business trading facility to accommodate informal traders currently trading from undesignated areas such as pavements and street corners.

Informal trading sector is a major contributor to local economic growth and thus an important factor in any town's economic fabric. The sector provides an opportunity to absorb the unemployed and serves as an alternative to the formal sector. Overtime, experience has taught us that in order to create a successful trading zone for informal traders; its location must be in the vicinity of a business anchor viz. a mini shopping center with facilities or services such as banking, post office, etc., that can attract many people to the area for reasons other than buying goods from informal traders.

In view of the above, it was decided that Erf 1960 measuring 2115m<sup>2</sup> be alienated to businesses / investors for the development of a business anchor for the envisaged trading facility on the adjacent Erf 1898. The main objective of the project is to address the issues of informal traders with an



inclusive and business linkage approach. The project is aimed at creating

Council under **Notice 53/2018** invited development proposals from business / investors to develop Erf 1960 zoned "General Business". The closing date for advertisement was **25 January 2019**; four (4) development proposals were received in this regard.

Four (4) development proposals were received and discussed at the Management Committee on **11 April 2019**, under item 7.9 which resolved:

- (a) That the development proposals received from businesses under notice 53/2018 be noted
- (b) That Messrs AIDS Care Trust (ACT) having submitted the most attractive proposal, be invited to a presentation to the Management Committee at a date to be determined by the Chief Executive Officer.

Messrs AIDS Care Trust was invited and presented at the special management committee meeting of **23 May 2019**.

### 3. Discussion

The matter regarding the development proposal of AIDS Care Trust was referred back to the Economic and Community Development Service and Engineering services Departments to assess further the proposed development. The two departments discussed the proposed development and agreed upon to request for the conceptual proposal from Messrs AIDS Care Trust (**Annexure "B"**) defining the magnitude of development, developmental breakdown and socio-economic impacts.

#### Conceptual Proposal

The proposed development area consists of approximately 2036.21m<sup>2</sup> of the property. The developer is proposing a shopping mall that will include a range of potential uses summarised as follows:

- Service retail, approximately 377m<sup>2</sup> with an anchor tenant
- Entertainment and destination service retail, approximately 202m<sup>2</sup> (include fast food restaurant/drive through), suitable for an outdoor seating restaurant
- Health care, approximately 60.5 m<sup>2</sup>, designated for pharmacy
- Financial institution, approximately 228.5 m<sup>2</sup> for a bank

The developer also highlighted the storm water drainage and detention improvement as well as example of the building elevations. A tentative project schedule indicating the implementation steps and necessary incentives to realise the project will be provided once the approval is received.

The developer indicated that there is financial support and well established relationships with financial institutions for potential financing for the project. It is also indicated that the developer has a partner that will commit necessary funds for the equity

required to complete the project. The total project cost is approximately **N\$19 300 000.00**.

The proposed development is in line with the main objective of the project which is to address the issues of informal traders through an integrated development. The potential developer is aware of the challenge of the Council with regards to informal trading and has done a due consideration in their proposal.

#### **4. Proposed Selling Price**

According to the reports received from the two valuers (Ludwig Schroder & The trust & estate Co (Pty) Ltd) in 2017 (**Annexure "E"**), the average price for this land is **N\$550.00 per m<sup>2</sup>** (i.e.  $N\$800.00 + N\$300.00/2 = 550.00$ ). Messrs AIDS Care Trust is offering **N\$1 4 00 000.00**. The matter was discussed at the Planning forum on **22 October 2019**.

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

#### **RECOMMENDED:**

- (a) That Council takes note of the conceptual proposals received from Messrs AIDS Care Trust.
  - (b) That Council allocated Erf 1960, Mondesa to AIDS Care Trust for the development of shopping mall as per the conceptual proposal.
  - (c) That the purchase price for Erf 1960, Mondesa be **N\$1 400 000.00** as offered by Messrs AIDS Care Trust.
  - (d) That the erf referred in point (b) may not be transferred to third parties without a completion certificate being issued that the property was developed as per the proposal submitted and approved by Council.
  - (e) That Messrs AIDS Care Trust shall commence with structural improvements on Erf 1960, Mondesa within 12 (twelve) months as from the date of transfer, failing which the erf will revert to Council
  - (f) That it be recorded that the layout and design is subject to final approval by the General Manager: Engineering Services.
-



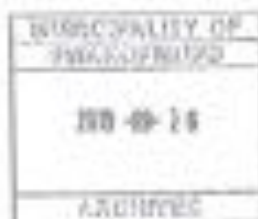


PL 165-02-1960  
 M RLO AIDS Care Trust  
 60171 Buchrecht Windhoek, Namibia  
 +264 61 28950  
 +264 61 216073  
 info@acttrust.org.na

09 September 2019

Municipality of Swakopmund  
 P.O.Box 53 Swakopmund  
 Namibia

Town Planning Office  
 Attention: H. Hells



### CONCEPTUAL PROPOSAL

#### Introduction

Broadside Capital (PTY) Ltd (the "Developer") is pleased to submit this development Proposal on behalf of Aids Care Trust, as the owner of the Mondesa Shopping Mall Development in Swakopmund. This Proposal is being submitted in response to the Municipality of Swakopmund's request for a conceptual proposal dated July 12, 2019. The development Area consists of approximately 2036.21m<sup>2</sup> of Municipal space (the "Property"). The Developer is proposing a shopping mall that will include a range of potential uses as described herein (the "Project").

#### Locality map of the proposed area



Broadside Capital (PTY) Ltd has been completing successful development projects internationally, including residential, retail and mixed-use projects similar to this proposed Project, and we are excited to bring our experience and expertise, along with local partners (Iar Architect Namibia and our financiers Polaris, to this unique opportunity.

In recent years, real estate developers have been forced to reexamine how to create mixed-use environments that are embraced by the communities they serve. No two communities are the same and a 'one size fits all' development model will not work in the modern development environment. Drawing on our current experience in developing walkable, urban, infill mixed-use developments, we have developed a project plan that will support the goals of the Town of Swakopmund and its current and future residents. With the Property marking the "front door" of the Mondesa suburb, it is imperative to move quickly and in conjunction with the Municipality to realize the full potential of this site. We have completed a significant portion of the required due diligence, and therefore anticipate that environmental remediation can begin as soon as council of Swakopmund has approved.

In addition to the Developer, Broadside Capital (PTY) Ltd, the project team also includes the firms Iar Architects Namibia based in Windhoek and Polaris based in Swakopmund. This project team has the experience, financial strength and local knowledge required to complete this Project successfully and on-time. This Proposal includes a summary and overview of the Project as well as information about the Developer and project team. We are confident that this Proposal demonstrates the strengths, experience and capabilities of the entire project team to deliver a successful development. We look forward with enthusiasm to working with the Municipality of Swakopmund, and thank the representatives of the Town Council for their consideration.

**SECTION 1.**  
**NARRATIVE DESCRIPTION OF THE AREA, CONCEPT SITE PLAN AND OTHER GRAPHIC**



**Shopping Center GLA**

No.	Space	Area
No. 1	Anchor Tenet	371 m <sup>2</sup>
No. 2	Shop 1	603 m <sup>2</sup>
No. 3	Shop 2	66 m <sup>2</sup>
No. 4	Shop 3	70 m <sup>2</sup>
No. 5	Shop 4	1003 m <sup>2</sup>
No. 6	Shop 5	68 m <sup>2</sup>
No. 7	Shop 6	645 m <sup>2</sup>
No. 8	Trading walk	145 m <sup>2</sup>
	<b>Total</b>	<b>3884 m<sup>2</sup></b>

**MONDESA SHOPPING CENTER**

Plot 100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000

## USES OF LAND AND BUILDINGS AND TYPES OF DEVELOPMENT

The Developer is proposing a shopping mall on the Property that will include a range of potential uses. The master plan is mindful of the different demands that such varied uses place on a development site and the surrounding community. The plan calls for the development of four Development Project Areas (DPA) for the site. These include (1) a service retail site, (2) an entertainment and destination service retail, (3) a Health Care site (4) a Financial institutions space. While the specific users are flexible in their final implementation, we are cognizant of the need to create complimentary tenancy. A true shopping mall development provides the greatest benefit to the overall community and reduces the financial exposures associated with a single use or themed development.

### DPA1- Service Retail

Approximately 377m<sup>2</sup> for the anchor tenant (example Mini U-Save Shoprite, OK Mini Market and Choppies. We have analyzed and engineered multiple scenarios for this site including multi-tenant in line of retail. Potential users include a full line grocer. The Developer is in discussions with representatives from all of those user categories.

### DPA2- Entertainment and Destination Service Retail

Approximately 202m<sup>2</sup> of the proposed Project is anchored by an entertainment/retail/service core that would include destination fast food restaurants and a drive through area (KFC or Wimpy. This area is accessed from the multiple lane entrance from the Road. This mall affords outdoor seating areas for the restaurants. The mall will provide a feasible hub for civic life not only within the Project but for the community as a whole. The Developer is in negotiations with a regional KFC chain to anchor this portion of the Project and has had discussions with representatives of all user categories.

### DPA3- Health care site

Approximately 60.5m<sup>2</sup> occupying the southeast portion of the Property is designated for a Pharmacy. Preliminary plans call for the above square meters. As ACT, we expect that the Project will not only need to be built to the highest standards, but more importantly, it will need to be maintained at those standards long term.

### DPA4- Financial Institutions site

Approximately 228.5 m<sup>2</sup> for the financial tenant (example Bank Windhoek, First National Bank, Standard Bank and Namport. The Developer is in discussions with representatives from all of those user categories.

## STORMWATER DRAINAGE AND DETENTION IMPROVEMENTS

Given the scale of the Project, the project team has had meetings with the water engineers to evaluate a storm water management system designed to the latest standards and criteria. The water treatment and detention areas are being designed to be integrated into the overall landscape plan, creating inviting open spaces while dramatically reducing the Project's stormwater discharge. The Project will contain an all new utility distribution.

**SECTION 2.**  
**EXAMPLES OF BUILDING ELEVATIONS, INFORMATION**





**ANTICIPATED DEVELOPMENT SCHEDULE WILL BE PROVIDED IN DUE TIME**

The tentative schedule is intended to provide the Municipality of Development with a general timetable indicating the steps for implementation of both the Project and the necessary incentives to make this Project a reality. As the Project moves forward, market and economic forces may necessitate changes in tasks and timetables.

**FINANCIAL COMMITMENTS**

The Developer has long-standing and well-established relationships with several banks that would provide debt financing for this Project. Further, the Developer has relationships with partners that will commit the necessary funds for the equity required to complete the Project. Commitments for financing both the debt and equity components will require an understanding of the financial incentives available. The necessary financing may also require commitments from a certain number of tenants to make the project bankable.

**SITE CIRCULATION AND ACCESS**

We have conducted considerable research in order to minimize the impact on surrounding roads and neighborhoods. The Project proposes to maintain and utilize existing access points and traffic control systems.

**SECTION 4. FINANCING****PROJECT COST ESTIMATES**

Listed in the tables below are the preliminary estimated costs of the Project. Please note that the cost estimates listed below are only estimates based on the current knowledge of the Developer and are subject to change.

- A. **PROPOSED FINANCING** It is anticipated at this time that the total cost of the Project will be **NS 19 345, 726.78** as set forth in the following estimates:

The method of financing will be a combination of private equity, debt financing and the financial incentives that are available.

**ADD-CARE TRUST (ACT)**  
**PROPOSED COMMERCIAL DEVELOPMENT IN MONDESA**  
**MONDESA, ERWAKOPURU, ERWAKOO REGION**  
**ESTIMATE NO 1**

GFA		888 sq				
ITEM	AREA	M <sup>2</sup>	COST PER M <sup>2</sup>	TOTAL AMOUNT	% of Area	% of Cost
<b>A</b>	<b>GROUND FLOOR</b>					
A1	ANCHOR TENANT	311	8,800.00	3,317,800.00	43%	43%
A2	SHOP 1	88.8	8,800.00	532,400.00	7%	7%
A3	SHOP 2	54	8,800.00	519,200.00	7%	7%
A4	SHOP 3	70	8,800.00	616,000.00	8%	8%
A5	SHOP 4	168.5	8,800.00	1,491,800.00	19%	19%
A6	SHOP 5	88	8,800.00	588,400.00	8%	8%
A7	SHOP 6	64.5	8,800.00	567,600.00	7%	7%
A8	TRADING STALLS	18.3	8,800.00	88,300.00	2%	1%
<b>TOTAL</b>		<b>888</b>		<b>7,741,300.00</b>	<b>100%</b>	<b>100%</b>

ITEM	AREA	M <sup>2</sup>	COST PER M <sup>2</sup>	TOTAL AMOUNT	% of Area	% of Cost
<b>C</b>	<b>SPECIALTY SERVICES</b>					
C1	SPECIACIST JOINERY/PARTITIONS	888	1,000.00	888,250.00		100%
C2	ELECTRONIC INSTALLATION	888	450.00	208,250.00		100%
C3	MECHANICAL INSTALLATION	888	1,300.00	1,307,500.00		100%
C4	ELECTRICAL INSTALLATION	888	950.00	846,750.00		100%
				<b>3,400,750.00</b>		<b>100%</b>

ITEM	AREA	M <sup>2</sup>	RATE PER M <sup>2</sup>	TOTAL AMOUNT	% of Area	% of Cost
<b>D</b>	<b>EXTERNAL SERVICES</b>					
D1	PARKING AREA AND BASIC LANDSCAPING	1181	1,300.00	1,381,300.00		100%
				<b>1,381,300.00</b>		<b>100%</b>

ESTIMATED COST OF CONSTRUCTION-EXCL.      **sq**    **12,618,750.00**

ALDS CARE TRUST (ACT)  
 PROPOSED COMMERCIAL DEVELOPMENT IN BONGENA  
 BONGENA, SWAZILAND, KINGDOM  
 ESTIMATE NO 1

	COST OF OF CONSTRUCTION R	RATE PER SQ M	% OF CONSTRUCTION COST %
GROUND FLOOR	7,741,000.00	8,747.00	76.84
PRELIMINARY SERVICES	5,000,000.00	5,698.00	20.23
EXTERNAL WORKS	1,200,000.00	1,360.00	9.71
ADD PRELIMINARIES (7.5%)	450,000.00	509.25	3.67
ADD BUILDING CONTRACT CONTINGENTS (5%)	385,000.00	435.00	3.44
<b>ESTIMATE OF CONSTRUCTION COST EXCL. VAT</b>	<b>14,776,000.00</b>	<b>16,649.25</b>	<b>100.00</b>
PROFESSIONAL FEES (11.0% ARCH, 00.0%O/L)	1,625,360.00	1,825.00	-
PLANNING FEES	80,000.00	90.00	-
VALUE ADDED TAX 15%	2,216,400.00	2,481.00	-
<b>TOTAL CONSTRUCTION COST PER UNIT</b>	<b>18,697,760.00</b>	<b>21,246.00</b>	<b>100.00</b>

CONSTRUCTION AREA 863 m<sup>2</sup>

ESTIMATED CONSTRUCTION COST R 18,697,760.00

EXCL. VAT

ASSUMPTIONS

Estimating method: Square metre and floor area estimate

Drawings: Architect preliminary drawings

Cost Basis: The cost levels are based on current selling competitive market conditions based on the "Africa Property and Construction Q4 by HCCO" in 2019

Exclusions:

Furniture and lease fittings, Transport equipment, Special site conditions, Special foundation requirements, Land Cost, Cost of Capital, Interest rate

Other notes

Other items comprising of the total capital investment for the project should be reflected elsewhere eg.

Property Cost

Promotional costs

Financing costs

Local Authority Costs

Conclusion

Wessels Capital (PTY) Ltd

#### CONCLUSION

Alde Care Trust (ACT) would like to thank the Municipality of Swakopmund for the opportunity to participate in this exciting project. We are confident that we can work together, as partners, to provide a worthy addition to the Town. We welcome a more detailed discussion of the ideas, concepts and committed set forth in this Proposal.

Sincerely Yours

  
 Sarah Commins  
 Director

ALDE CARE TRUST (ACT)

**Lucia Kaulinga**

**From:** Rauna Shipunda  
**Sent:** 24 September 2019 04:36 PM  
**To:** Lucia Kaulinga  
**Subject:** FW: Conceptual Proposal for the Swakopmund Council.pdf

Hi Lucy,

See below the email correspondence as per our conversation, for orbiting purposes.

Kind regards  
 Rauna

**From:** Sarah Damases [mailto:sdamases@swy.na]  
**Sent:** 24 September 2019 03:13 PM  
**To:** Rauna Shipunda  
**Cc:** Vilho Kaulinga  
**Subject:** Re: Conceptual Proposal for the Swakopmund Council.pdf

Greetings all,

All good with thanks,

Regards

Sarah

Sent from my iPhone

On 24 Sep 2019, at 12:21, Rauna Shipunda <shipunda@swakopmund.com.na> wrote:

Dear Miss Sarah

Thank you very much, I will forward to Council for discussion. We will keep you updated.

Kind regards  
 Rauna

**:-image001.png:-** **Rauna Shipunda** | Economic Development Officer | Community Development  
 Municipality Swakopmund  
 01/ Rabalta Street & David Kuyila Avenue | Swakopmund | Namibia  
 Office +264 04 410 4812 | Fax +264 04 4104 011 | Email [shipunda@swakopmund.com.na](mailto:shipunda@swakopmund.com.na)  
 Website: [www.swakopmund.com.na](http://www.swakopmund.com.na)  
 Thank you for considering the environmental impact of printing emails

**:-image001a.png:-**

**From:** Sarah Damases [mailto:sdamases@swy.na]  
**Sent:** 24 September 2019 11:51 AM  
**To:** Rauna Shipunda; Vilho Kaulinga; [sdamases@swakopmund.com.na](mailto:sdamases@swakopmund.com.na)  
**Subject:** Conceptual Proposal for the Swakopmund Council.pdf

## ANNEXURE "B"



## MUNICIPALITY OF SWAKOPMUND

Ref No: M 1963

Enquiries: Ms. RN Shipunda

Mew's AIDS Care Trust  
P.O. Box 2714  
WINDHOEK  
1005, Namibia

Dear Sir Madam

DEVELOPMENT PROPOSAL FOR ERF 1963, Windhoek

Kindly refers to your presentation made to Council on the 23 May 2019.

In principle the Council supports your proposal, however to enable us to make a thorough decision, kindly submit conceptual proposal defining the following:

- the magnitude of the development, accessibility
- developmental breakdown (i.e. area per activity)
- socio-economic impact of the project

Your conceptual proposal should be in accordance with the attached zoning certificate and site diagram as per an extract of the Swakopmund Town Planning Scheme.

I trust you will find the above in order.

Yours faithfully,

V.S. KAULINSE  
ACTING GENERAL MANAGER: COMMUNITY DEVELOPMENT SERVICES

RS

☎ 064 410 4412  
☎ 064 441 9133  
📠 Development  
NAMIBIA  
🌐 www.swakopmund.com.na  
✉ jshipunda@swakopmund.com.na

12 July 2019



# MUNICIPALITY OF SWAKOPMUND

Ref No: M 1960

Expiry: N Hieta

☎ (86) 416400  
 ☎ (86) 416425  
 📠 Fax: 086610117  
 📧 TO Development  
 NAMIBIA  
 🌐 www.swakopmund.com.na  
 📧 swakop@swakopmund.com.na

12 July 2019

Messrs Aids Care Trust  
 P.O. Box 2714  
 Windhoek  
 10005  
 Namibia

Dear Mrs Damases,

## ZONING INFORMATION FOR ERF 1960 MONDESA

Erf 1960 Mondesa is zoned "General Business" according to the Swakopmund Town Planning Amendment Scheme. The property is approximately 2039,21m<sup>2</sup> in extent respectively.

Below please find the zoning provisions for the specific zoning as contained within the Swakopmund Town Planning Amendment Scheme.

### CLAUSE 5: CONTROL MEASURES

The following restrictions shall apply in the relative zone:

#### D. GENERAL BUSINESS

- |    |                  |  |
|----|------------------|--|
| 1. | Colour Notation: | Blue 18  |
|    | Primary Uses:    | Shops, Office Buildings, Parking Garages, Licensed Hotels, Block of Flats, Residential Buildings,  |
|    | Consent Uses:    | Service Stations, Service Industry, Place of Assembly, Place of Amusement, Institutional Buildings, Drive Inn Cafés, Funeral Parlours and Chapels, Warehouses, Liquor Stores, Pensions, Bed and Breakfast, Laundrettes, Dry Cleaners |

#### 2. Land Use Restrictions

##### 2.1 Coverage

In this zone the coverage shall not exceed the following percentages:

All correspondence must be addressed to Chief Executive Officer

Blocks of flats	70%
Licensed hotels, Pensions and Residential Buildings	70%
Shops, Offices	85%
Office Buildings	85%
Institutional Buildings	70%
Parking garages	85%
Service stations, service industries and warehouses	70%

## 2.2 Bulk

No building shall be erected, altered or extended so as to exceed the bulk applicable for that type of building provided that the total bulk factor for the erf shall not exceed 2.5.

Blocks of flats above the ground floor	1,20
Licensed hotels and residential buildings	1,20
Shops, offices	2,00
Office Buildings	2,00
Places of instruction, places of public worship and places of assembly	1,00
Institutional buildings, service stations and light industrial buildings	1,00
Parking garage	2,00

## 2.3 Height control

No building in this zone shall be erected so as to exceed a height of 40 metres.

Provided that:

- (i) except for architectural features, no height relaxation be permitted within the conservation area.

## 2.4 Building lines

### (x) Street boundary

- (i) All buildings, except service stations, may be erected on the street boundary.
- (ii) Residential units on ground level must be set back at least 3 metres.

### (x) Side boundaries

- (i) Buildings may be erected on the side boundary.

Side boundaries for service stations will be according to Clause 10 of this Scheme.

(c) **Rear boundaries**

- (i) 3 metres from any rear boundary;

(d) **Basements**

Where a basement is below ground level the building line requirements need not be complied.

- (e) Notwithstanding the provisions of sub-paragraph (a), (b) and (c) above the Council may subject to any conditions it may deem necessary, relax the building line restrictions.

- (f) With the consent of the Council or the Competent Authority a building (with opening windows overlooking the neighbouring property) can be erected on a common border with a Public Open Space.

**2.5 Projections**

- (a) In this zone projections over streets and building lines, excluding advertising signs approved by the Council in accordance with the provisions of any other law, shall be limited to minor architectural features and one cantilevered open canopy which may be erected to within 0,5 metres of the pavement edge or 2,5 metres from the front of the building whichever dimension is the lesser, provided that no portion of any projection shall be less than 2,5 metres above the pavement level and there shall be no access from the buildings to the canopy.

- (b) The following conditions, excluding advertising signs and cantilever slab projections approved by the Council in accordance with the provisions of any other law, shall apply to all to other projections over building lines applicable in this zone:

- (i) Projections shall not protrude more than 1 metres over the street boundary;

- (ii) Balconies may extend in length up to 50% of the total length of the facade (per floor) from which they project if no other projections are planned for that facade;

- (iii) Each separate bay window shall not exceed 3 metres in length;

- (iv) Balconies shall only be enclosed by a dwarf wall, railing or similar structure not exceeding 1,5 metres in height above the floor level of the balcony, and

- (v) Any projection, roof or hood over the balcony shall be cantilevered.



## 2.6 Provision for on-site parking

- (a) Except where specified elsewhere in the scheme, when a building is to be erected on a site the owner thereof shall construct and maintain, at his own expense and to the satisfaction of the Council, parking spaces on the site as set out in Table D1:

TABLE D1: Provision of Parking

Residential buildings	1 per dwelling unit
Hotels	1 per 50m <sup>2</sup> of floor area
Pension & Bed & Breakfast	A minimum of 2 plus 1.5 per room
Shops and Offices	1 per 33.33m <sup>2</sup> of floor area, or as arranged with Council according to Clause 8(D)(2)
Floors of Public Worship and Places of Instruction	1 parking bay per 10 seats or 10 members Min: 15 bays for funeral chapels; 8 bays for other uses
Institutional	1 per 2 beds or as determined by Council
Service Stations	At least one parking bay per 60 m <sup>2</sup> of the total floor area provided that the parking bays be clearly indicated for visitors.
All other uses	1 per 33.33m <sup>2</sup> of floor area

The parking requirements, subject to the specified use zoning, shall be calculated as set out in column (2) of Table D1 and that the number of parking bays thus obtained, shall be rounded off to the nearest integer

- (b) The access to and the position and dimensions of a parking place shall conform to the requirements of the Council.
- (c) The Council may relax the requirements of sub-clause (a) and (b) if it is satisfied that no interference with the amenities of the neighbourhood, existing or as contemplated by the Scheme, will result.
- (d) The site to be provided for parking in terms of this clause shall not be used for the purpose of exhibition, sale, repair or maintenance of vehicles or for any purpose other than the parking of vehicles.

## 2.7 Non-Conforming Uses on Premises

Before a registration certificate or licence of the Council is issued in respect of any premises for which there is no current licence at the date of coming into force of these provisions, or when additions or alterations are made to any building in this zone all the buildings on the site which a licence is being issued for or which are altered, shall be made to comply with the provisions of this Scheme, the regulations of the Council and any other laws which may be applicable.

## 2.8 Erection of Blocks of Flats and Residential Buildings

Except with the special consent of the Council blocks of flats and residential buildings other than a licensed hotel in this zone may only be erected above the ground floor.

## 2.9 Additional access provisions

- (a) The vehicular access and exit ways to and from the premises of a service station or public garage shall, where they cross the road boundary, be more than 10 m wide, and a wall at least 100 mm thick and 200 mm high shall be erected on the eif boundary between the points of access and exit. The wall shall be continued along such boundary unless the premises are otherwise enclosed. The vehicular access and exit ways to and from motor vehicle fuel pumps shall be restricted to one each for every continuous stretch of frontage of 30 m which the premises wherein such pumps are erected have on the boundary of a public street or public road.
- (b) In an urban area the vehicular access and exit ways to and from the premises of a service station or public garage, where they cross the road boundary, shall:
- (i) be not less than 30 m from the point nearest to where a declared road, proclaimed road or prospective main road intersects any other road of a like status, or the nearest point of an intersection where traffic is controlled, or is proposed to be controlled, by a traffic signal or traffic island;
  - (ii) be not less than 1.5 m from the side boundary of the premises, or
  - (iii) in the case of an intersection other than one referred to in paragraph (i), if the corner of the intersection is not splayed, be not less than 10 m from such corner, or if the corner at the intersection is splayed, be not less than 10 m from such corner or 5 m from the point where the line of splay meets the road boundary, whichever is the greater distance from the corner.

#### 2.10. Additional enclosure provisions

- (x) Any part of the premises of a service station or public garage which is used for the storage of disused motor vehicles or parts of motor vehicles, empty containers such as oil drums and packing cases, or any other scrap whatsoever, or for the assembly, repair, painting or dismantling of motor vehicles shall, unless it is enclosed by buildings at least 2 m high, be enclosed with a suitable brick or concrete screen wall at least 2 m high.

Should you have any queries with regard to the above stated please contact the Planning Department at Tel: 410 4417.

Yours faithfully,



N. Heits

TOWN PLANNING OFFICER

NH/RE





11.1.6 **COASTAL SPINNING & DRIFTING CLUB: AMENDMENT OF NAME TO DRIFT SPIN DRAGS (DSD) MOTOR CLUB**  
(C/M 2019/11/28 - G 4/1/1 (1))

Ordinary Management Meeting of 14 November 2019, Addendum 7.9 page 147 refers.

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

1. **Background**

The Lessee applied on **06 May 2015** (Annexure "A") to lease a portion of land located in Swakopmund Town and Townlands, West of the Go-Kart and East of the airport under the letter head of Coastal Spinning & Drifting Club.

On **2 February 2016** Council approved the application as such to lease a portion of land measuring 6 000m<sup>2</sup> under item 11.1.8:

(a) That the application of Messrs Spinning & Drifting Club to lease 6 000m<sup>2</sup> portion of land west of the Go-Kart area for a period of 5 years be approved in principle subject to the approved layout from the Engineering Services Department.

The Lessee accepted the lease conditions on **22 February 2016** and Ministerial approval was requested and granted on **7 March 2016** (Annexure "B"). Messrs Kinghorn Associates compiled the lease agreement (Annexure "C") for the club that reflects the correct name as stipulated in the Constitution.

2. **Current Situation**

Drift Spin Drag Motor Club did not inform Council that they had changed their name and were using a letterhead with the old name instead of the name on the Constitution (Annexure "D"). The discrepancy with regard to the name of the Lessee was noticed when compiling the addendum to the lease agreement to rectify the monthly rental fee to annually. The amendment was approved by Council on **23 May 2019** under item 11.1.21.

Coastal Spinning and Drifting did not notice that they were still using the old letterhead. On our request the representatives of the Club confirmed on **8 October 2019** (Annexure "E") that the name changed from Coastal Spinning and Drifting to Drift Spin Drags Motor Club (DSD) as per the Constitution during 2015. They motivate the change of name to accommodate drag in its events and it was thus not necessary to establish a separate club.

3. **Purpose**

The purpose of this submission is for Council to amend point (a) of the Council resolution passed on **2 February 2016** to read as follows:

**Current Wording**

That the application of Messrs Spinning & Drifting Club to lease 6 000m<sup>2</sup> portion of land west of the Go-Kart area for a period of 5 years be approved in principle subject to the approved layout from the Engineering Services Department.

**Amended Wording**

That the application of Messrs Drift Spin Drags (DSD) Motor Club to lease 6 000m<sup>2</sup> portion of land west of the Go-Kart area for a period of 5 years be approved in principle subject to the approved layout from the Engineering Services Department.

And point (b) of the Council resolution passed on **23 May 2019** under item 11.1.23 to read:

**Current Wording**

*That upon approval of point (a) above, the Finance Department performs the necessary calculations to adjust the rental account and credit the account of Coastal Spinning & Drifting from February 2018 to date, accordingly.*

**Amended Wording**

*That upon approval of point (a) above, the Finance Department performs the necessary calculations to adjust the rental account and credit the account of Drift Spin Drags (DSD) Motor Club from February 2018 to date, accordingly.*

**4. Proposal**

The name in the previous resolutions needs to be corrected to reflect the name as per Constitution and the lease agreement.

It is proposed that Council approves the correction of the Lessee's name Spinning and Drifting Club to read Drift Spin Drags (DSD) Motor Club in order to finalize the addendum to the lease agreement to rectify the monthly rental fee to annually. Upon confirmation of the amendment of the name of the Lessee by Council, the Minister of Urban and Rural Development be informed of both amendments, being the annual rental fee and name.

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

- (a) That Council take note of the name change of Coastal Spinning and Drifting to Drift Spin Drags (DSD) and amend point (a) of the Council resolution passed on 02 February 2018 as follows:

**Current Wording**

*That the application of Messrs Spinning & Drifting Club to lease 6 000m<sup>2</sup> portion of land west of the Go-Kart area for a period of 5 years be approved in principle subject to the approved layout from the Engineering Services Department.*

**Amended Wording**

*That the application of Messrs Drift Spin Drags (DSD) Motor Club to lease 6 000m<sup>2</sup> portion of land west of the Go-Kart area for a period of 5 years be approved in principle subject to the approved layout from the Engineering Services Department.*

- (b) That point (b) of the Council resolution passed on 23 May 2019 under item 11.1.23 be amended to read:

**Current Wording**

*That upon approval of point (a) above, the Finance Department performs the necessary calculations to adjust the rental account and credit the account of Coastal Spinning & Drifting from February 2018 to date, accordingly.*

**Amended Wording**

*That upon approval of point (a) above, the Finance Department performs the necessary calculations to adjust the rental account and credit the account of Drift Spin Drags (DSD) Motor Club from February 2018 to date, accordingly.*

- (c) That upon confirmation of the amendments in (a) and (b) above the Minister of Urban and Rural Development be informed of the amendments.
- (d) That upon approval of the amendments of point (a) and (b) above the Finance Department amends the Billing System to read, Drift Spin Drags (DSD) Motor Club accordingly.









F O BOX 124, SWAKOPMUND, NAMIBIA T: 06448040000@postnet.na T: 081 061 341 710

Enquiries: C. Van Rooijen/J. De Plessis

22 February 2016

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



At: MPC Swara

RE: APPLICATION TO LEASE A PORTION OF LAND WEST OF GO-KART AREA TO  
HOST MOTORSPORT, SPINNING AND DRIFTING

I refer to the attached communication.

This is to confirm that Coastal Spinning and Drifting Club accept to comply with all the conditions as listed.

Yours Truly

  
C. Van Rooijen  
Chairman

  
J. De Plessis  
Vice Chairman

## Annexure "C"

## SCHEDULE

## CLAUSE

1. Description of parties and representation
2. Letting and hiring
3. Commencement, Duration and Renewal
4. Rent
5. Covenants and Subletting
6. Use of Premises
7. Access, Premises, Construction and Maintenance
8. Alterations and Service Charges
9. Lessee's Obligations
10. Sub-letting of the Premises
11. Insurance
12. Breach
13. Termination by Impunity
14. Liability and Indemnity
15. Disputes and Arbitration
16. Costs
17. Entire Agreement
18. Assignment
19. Alterations

## INDEX OF ANNEXURES

- ANNEXURE "A" Program of works  
ANNEXURE "B" Lessee's Bank Account Details

## MEMORANDUM OF AGREEMENT OF LEASE



ENTERED INTO BY AND BETWEEN

THE MUNICIPAL COUNCIL OF BEREKWARA  
(The Lessor)

AND

DRIFT SPA (PVT) LIMITED  
(The Lessee)

Handwritten signature of the Lessee  
16

Handwritten signature of the Lessor  
16

#### 4. LETTERS AND REPORTS

The Lessee hereby has and the Lessee hereby has a written or oral letter to Subsequent Trust and Trustees, most of the terms (but not the name or name of the about, approximately 1000 square metres in extent, which area is defined by extensive "G" affected lands, forming part of his lease agreement, and related to the parties herein for identification (hereinafter referred to as "the Premises").

#### 5. COMMENCEMENT DATE, SUBMISSION AND SIGNATURES

5.1 The lease shall commence on 1 February 2019 ("Commencement Date"), irrespective of the date of signing of this agreement, and shall continue for a period of 9 years ("the Lease Period"), immediately automatically by extension of time on 21 January 2027, unless renewed in accordance with the provisions of clause 3.1 to 3.1.1 below.

5.2 During the Lease Period, the lease shall be deemed to be terminated by three months written notice given by either party, provided that the Lessee shall not terminate the lease or within twelve months of the end of the lease, except in the event that it requires the Premises for its own use which may include (but is not limited to) the development of residential, commercial or industrial premises, the further expansion of development premises or the development of infrastructure premises for development purposes.

5.3 Subject to the expiry of the Lease Period, the Lessee shall have the right to approach and to propose to the Lessee a further term of the Premises in compliance with the expiry of the Lease Period and which proposed term the Lessee shall not be obliged to accept.

5.4 Should the Lessee wish to exercise this right, it shall provide the Lessee with a written notice of its intent to do so and which notice shall be submitted not later than six months before the Lease Period terminates in terms of clause 3.1 above and which notice shall be subject to the proposed terms of such new lease.

#### RECOGNITION

WHEREAS

1. The Lessee is the registered owner of the Premises;

2. The Lessee wishes to let the Premises from the Lessee for the purposes of conducting a development and the Lessee is willing to lease the Premises to the Lessee for that purpose;

3. The parties have reached agreement regarding the terms that shall govern the lease and which is set out herein below;

NOW THEREFORE THE PARTIES RECORD THEIR INTENT AS FOLLOWS:

#### 1. DEFINITION OF PARTIES AND REPRESENTATION

1.1 "The Lessee" shall mean the Municipal Council of Swakopmund, a local authority established in terms of the Local Authorities Act 91 of 1992, represented herein by CLIVE LUBLEY LAMBERTSE (OR ANDRÉS DEWALD DANVERDSE OR HELMUT ENGELHARTZ OR BRIGITTE METZGER) (OR MARION PETER CLIFF DIERCKX AND ERROLD GERTMAN OR RUDOLPH ARNDT) (OR ANY OTHERS IN their respective capacities as Acting Chief Executive Officer and Chairperson of the Management Committee or Alternate Chairperson of the Management Committee (acting in any of the powers granted by Section 91 A (3) of the Local Authorities Act, No 91 of 1992).

1.2 "The Lessee" shall mean Drift Spits Dragg (Pty) (Pty) (Pty) Club, a voluntary association and member club constituted under a written constitution (in the way to amended) and adopted on 17 November 2018, or its successors in title, represented herein by CHRISTOPHER BARTLOOMUS VAN ROOYEN AND JACQUES PHILLIPS (OR PHILLIPS) in their respective capacities as Chairperson and Vice Chairperson of the Club.

Page 4 of 18

condition of the Premises by the Lessee and the complete discharge of the Lessee's obligations as mentioned herein.

4.3 The Lessee shall not be entitled to set off against the amount any rental or other amount payable by it.

#### 6. ASSIGNMENT AND SUB-LETTING

6.1 The Lessee shall not have the right to sub-let or assign the lease, sub-let or part with the occupation of the Premises or any portion thereof during the currency of this lease or any renewal thereof without the prior written consent of the Lessor. Any such consent shall be subject to the Lessor's agreement and shall not be without endorsement.

6.2 The Lessee shall have the right at any time to sub-let or assign all or any part of the premises under this lease. The Lessor undertakes to obtain the Lessee's consent and prior assignment.

6.3 This lease shall be binding on the Lessor's executors, heirs, administrators, assigns and any other successors in title.

#### 8. USE OF PREMISES

The Premises may be used for the purposes of trading a motorised vehicle and in particular, selling, repairing and carrying out repairs. The Premises may not be used for any other purpose without the prior written consent of the Lessor.

#### 9. REPAIRS TO THE PREMISES, CONTINGENT DAMAGE AND INSURANCE

9.1 The Lessee shall provide for and make out of a single sum to the Lessor, a sum to and from the Premises shall be paid from the Development - Assets trust and the EQ Motorist's Club to be used for the "Access Fund".

Page 5 of 18

4.2 Upon receipt of the written notice, the Lessor shall, at its expense, but shall not be obliged to accept the proposed lease or to renew the lease.

#### 4. RENTALS

4.1 All the Current and Outstanding, the monthly rental shall be the sum of \$2000.00 (Two Thousand and Fifty Five Dollars) Dollars and Twenty Cents (inclusive of GST) per month, plus GST, plus any other charges (GST) at 10%. Should it transpire that the amount of the Premises is more or less than indicated in clause 2 above, the rental shall be adjusted accordingly.

4.2 The rental shall become due and payable monthly in advance or in installments the amount of each calendar month less of bank commission and/or any other charges, directly into the Lessor's Bank Account (the details of which are attached hereto and marked Accounts "A"), or into such other account or at such other place (which is subject to the Lessor's written consent) as the Lessor may from time to time direct by written notice to the Lessee.

4.3 The monthly rental shall escalate on 1 July 2017 and annually thereafter on the 1<sup>st</sup> day of July of each subsequent year (the escalation year) by 10% (ten percent) calculated on the total payments to respect of the month immediately preceding the respective escalation year.

4.4 The Lessee shall pay a deposit of \$5000.00 to the Lessor on date of signature of this lease by the Lessee. The deposit shall be refunded annually on 1 July to or at times to be fixed by the Lessor. The Lessee shall be entitled to apply the whole or part thereof towards payment of the rent, electricity or water charges, maintenance, or any other liability for which the Lessee is liable to make good. If any portion of the deposit is to be used for the deposit to be applied, the Lessee shall forthwith ensure the deposit is accompanied with one month's written or printed notice. The deposit shall be retained by the Lessor until the completion of this lease. The

8.2 The Lessee shall at its own costs procure the installation of and maintenance of sufficient security and coverage facilities on the Premises, as may be prescribed and directed by the Lessor's General Manager, Engineering Services (or any other responsible or designated officer).

8.3 Should the Lessee provide its own electrical equipment to the Premises, it shall do so with the full knowledge and in full compliance with the requirements and specifications of the authority tasked with the provision of electrical installation and services (currently GDFI).

8.4 As from the Commencement Date, the Lessee shall be liable for the payment of all charges relating to the provision and consumption of water, electricity, sewerage, waste removal, ventilation or any other services rendered to the Premises.

#### 6. LEGISLATION COMPLIANCE

6.1 The Lessee shall not contravene, or permit any contravention of, any law, by-law, regulation or direction of any competent authority, relating to or affecting the Premises.

6.2 The Lessee shall use the Premises with due regard to the rights of the public and shall do nothing nor cause anything to be done which in the opinion of the Lessor might constitute a nuisance. In particular, noise levels shall be maintained per the Lessor's standards and shall comply with any requirements that the applicable noise limit was determined and shall be maintained below the indicated threshold.

6.3 There shall be only one occupied entrance to the Premises.

6.4 The Premises shall be clearly marked and suitably lit as required by the Lessee, to the satisfaction of the Lessor.

6.5 Services such as water, waste and electrical supply to be placed.

6.6 The Lessee shall keep the Premises in a clean and neat state and remove any rubbish, refuse and domestic waste from the Premises.

7.3 The Lessee shall, at its own costs, construct the Access Road, utilities and keep the Access Road in a good state and shall effect the necessary repairs and maintenance thereon, when necessary or when requested to do so by the Lessor.

7.4 The Lessor's General Manager, Engineering Services (or other responsible officer) may, from time to time, request the Access Road and instruct the Lessee to carry out effect necessary and specified maintenance and repairs thereon.

7.5 The Lessee shall provide the use of the Access Road by its members, visiting customers, contractors, suppliers, employees, consultants and other visitors to the Premises.

7.6 The Lessee shall, at its own costs, construct the track, maintain throughout the track and other facilities in a good state and shall effect the necessary repairs and maintenance thereon, when necessary or when instructed to do so by the Lessor.

7.7 The condition of the track and facilities shall be improved by a Plan Material and Health and Engineering Services to ensure the suitability, functionality and safety, which inspections shall be conducted regularly.

7.8 No event or any activity shall be allowed on the Premises until such time as the Lessee demonstrates compliance with the requirements of the Lessor.

7.9 Subject to the Lessor's prior written consent having been obtained, which consent shall not be obtained unreasonably, the Lessee shall be entitled to erect any temporary, removable structures or other improvements to the Premises.

#### 4. DEMANDS, SERVICE AND SERVICE CHARGES

4.1 The Lessee shall be liable for the costs of the development of any infrastructure and infrastructure services that it may require from the Lessor to provide to the Premises and shall be deemed and provided. The Lessee shall comply with the Lessor's regulations and specifications herein.

10.3 At the expiry of this lease or when requested in writing to do so by the Lessee, all reasonable structures or improvements erected shall, unless otherwise agreed, be removed by the Lessee at its expense.

10.4 Notwithstanding any requirements to the contrary, the premises shall be for all purposes available, be returned to its original state as at the commencement of the lease.

10.5 For the purpose of having at the disposal of the Lessee, from to time to time (jointly or separately) the substitution of the Premises, the Lessee shall make an initial payment of a refundable substitution deposit of NZ\$100,000 (One Hundred Thousand Dollars) payable to the Lessee, at the Commencement Date.

10.6 The refundable substitution deposit has been determined by the Lessee's General Manager/ Engineering Services, being an estimate of replacement costs should the Lessee fail to substitute the Premises on the expiry/termination of the lease. The deposit shall be retained by the Lessee until the expiry/termination of this lease. The retention of the Premises by the Lessee and the complete discharge of the Lessee's obligations as contained herein.

10.7 Should the Lessee not comply with any of its obligations to substitute the Premises upon termination (now) or in the circumstances where the lease is terminated in terms of clauses 12 or 13 herein, the Lessee shall be entitled to substitute or to procure the substitution of the Premises, provided that it has arranged such substitute in writing from the Lessee and granted the Lessee 30 days to do the substitution as appropriate. The costs of the replacement here stated is provided by the Lessee shall be paid from the substitution deposit.

10.8 Upon expiry of the lease period and provided that:

- 10.8.1 The substitution has been satisfactorily completed; and
- 10.8.2 THE LESSOR is not in breach of any of its other obligations in terms of this agreement.

10.7 The Lessee shall designate a single area within the Premises for purposes of the sign, sign and shall maintain and clean and maintain such sign in the possession of the designated area.

10.8 Repairs and costs shall be controlled by designated persons.

10.9 Fire and emergency services shall be provided to the Premises by the Lessee.

10.10 Suitable and effective lighting shall be provided for both the road and sidewalks in respect of night time events.

10.11 Appropriate and adequate warning signs, containing a clear and visible warning to the Premises and the adjacent residential houses, shall be erected and maintained by the Lessee. The nature and content of the warning signs shall be approved by the Lessee's General Manager/ Engineering Services for any other responsible or designated officers.

10.12 The Lessee shall not allow any access to overnight or to yards on the Premises, save insofar as such access, pathways or yards on the Premises for the purpose of rendering these fit for service.

10.13 REMOVED

10.14 The Premises is situated in an area that is increasingly valuable and is growing in the current and the possible future expansion and development of surrounding areas. The parties intend that it shall be a mutual aim of this lease that such expansion activities on the Premises shall be controlled according to accepted practice or as may be agreed upon between the parties from time to time and the Premises shall be maintained upon termination of the lease as required herein.

10.2 The substitution shall upon grant it complies with any legislative that may exist at the time, the terms of this agreement and the structures, if any, given by the Lessee's General Manager/ Engineering Services for any other responsible or designated officers.



an Kalamia Street and David Currie Avenue  
Dunedin

LESSOR AND SURETY:  
and financial letter  
Tenders  
DUNEDIN

#### 14.2 NOTICE

The parties hereby choose as their address for all notices in terms of this Agreement at the following addresses:

LESSOR  
Postal Address: P.O. Box 50, DUNEDIN  
Fax number: 03325111 / 03325114  
Physical address: Office of the Chief Executive Officer  
Municipality of Dunedin, main administrative building  
an Kalamia Street and David Currie Avenue  
DUNEDIN

LESSOR AND SURETY  
Postal Address: P.O. Box 4155, DUNEDIN  
E-mail address: jock.johnson@pcc.govt.nz  
Physical address: and David Street  
Tendons  
DUNEDIN

#### 14.3 In the case of any notice

14.3.1 sent by prepaid registered post, it shall be deemed to have been received, unless the contrary is proved, on the fourth day after posting.

#### 14.1.3 The Lessee submitting an bid of tenders.

14.1.3.1 A judgment being given against the Lessee by default and such judgment not being paid within 7 business days of it being entered or being satisfied within 45 (forty five) days of it being entered.

Notices shall be immediately transmittable by the Lessee, provided that the Lessee shall inform the Lessor of this cancellation in writing.

#### 14. GOVERNANCE AND SURETY

14.1 The Lessee's Chairperson, CHRISTIAN BARTLETT, 1336 ROOFTOP, Newmarket shall attend accordingly as surety for and principal under in relation with the Lessee for the time and partial payment by the Lessee to the Lessor of all sums of money which the Lessee might be liable for towards the Lessor, when and to the extent, and for the due and proper performance by the Lessee of all its obligations in terms of this Agreement.

14.2 The Surety hereby warrants the benefits of execution, discharge, or value received, non-claim, claim and recovery of amounts, be it by recovery and effect of which the Lessee and underpins.

#### 14. GOVERNANCE AND SURETY

##### 14.1 LEGAL NOTICE

The parties hereby choose as their default address of correspondence for all legal purposes in terms of this Agreement at the following physical addresses:

LESSOR  
Office of the Chief Executive Officer  
Municipality of Dunedin, main administrative building



18.3.2 Lead by the or a email, it shall be deemed to have been received, unless the contrary is proved, on the next business day after sending.

18.3.3 Address by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

18.4 Either party shall be entitled, by notice in writing, to change its nomination to another address in the Republic of Ireland, provided that the change shall only become effective fourteen (14) days after service of the notice in writing.

#### 19. DISPUTE

The Lessee shall be liable for payment of all sums pertaining to the construction, financing and the design and fabrication of this agreement when directed by the legal practitioners attending hereto.

#### 20. DISPUTE RESOLUTION

20.1 This is the entire agreement between the parties.

20.2 Neither party shall be entering into this lease with any contractors, representatives, affiliates or representatives of opinion that have not been incorporated into this lease as members or shareholders. Without limiting the generality of the foregoing, the Lessee shall not incur the liability of the franchise for the purposes that it is bound by the Lessee.

20.3 No variation or amended interpretation of this lease shall be of any force or effect unless reduced to writing and signed by both parties.

20.4 Neither party shall be regarded as having waived, or be precluded in any way from exercising any right under or arising from this lease by reason of such party having or any time granted any admission of time for or having shown any acquiescence to the

either party with reference to any payment or performance hereunder or having taken to enforce, or subject to the enforcement of any right of action against the other party.

#### 21. ASSIGNMENT

21.1 In the event of any dispute of any nature whatsoever arising between the parties in any matter provided for in, or arising from this agreement, then that dispute shall be submitted to and decided by arbitration as determined in this clause.

21.2 It is specifically warranted that this arbitration agreement contained in this clause 21 is severable from this lease agreement.

21.3 A "dispute", as referred to herein, shall include but shall not be limited to the following: any dispute regarding the interpretation or verification of the lease agreement, as well as the clause, any dispute regarding the termination of the lease, and the consequences of any such termination or proposed termination; any dispute regarding the vestment or validity of the lease; it is comprehensible to any matter provided for in, or arising from this lease.

21.4 The parties shall, as soon as a dispute has arisen, commence an appropriate endeavor to settle the dispute and which endeavor shall be a pending legal procedure in the hands of at least the year agreement. Should the parties fail to reach agreement on the appointment of an arbitrator, the arbitrator shall refer the appointment of the arbitrator to the president of the Law Society of Ireland who shall have absolute authority.

21.5 Any arbitrator appointed in terms of this agreement may at the time that the dispute is of a technical nature, or in or for the sole discussion, appoint an assessor with appropriate knowledge.

21.6 The costs of the arbitrator and assessor(s) shall initially be borne by the parties in equal shares. The arbitrator may include such costs in any award of costs made in adjudicating the dispute.

Page 17 of 18

18.7 The exhibition shall be conducted in Subparagraph.

18.8 Any exhibition conducted in terms of this agreement, shall be conducted in accordance with the provisions of the Antiquities Act, Act 41 of 1980 and in terms of any other rules or procedures that the parties may agree to in writing.

#### 19. ASSIGNMENT

19.1 In signing this lease, the permission giving on behalf of the Lessee and the Lessor warrants their authority to enter into this agreement on behalf of the Lessee and the Lessor respectively.

19.2 In signing this lease, CHRISTIANIA BATHING/BEACH VMS SOCIETY acknowledges that no right this lease is to be granted in respect of the Survey for and on the principal date of this lease, being 1/01/2018, being fully acquainted with and as contemplated in clause 14 hereof.

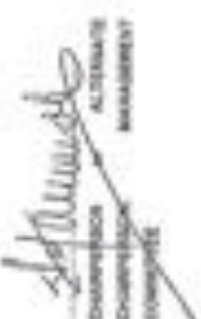
Signed by \_\_\_\_\_ and \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

AS WITNESSES

1. 

2. 

  
CHIEF EXECUTIVE OFFICER

  
CHIEF EXECUTIVE OFFICER  
ALTERNATE  
MANAGEMENT

Page 18 of 18

Signed on behalf of the Lessee at Bathing/Beach VMS on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

AS WITNESSES

1. 

2. 

  
C.E. VMS SOCIETY

  
C.E. VMS SOCIETY

Signed on the Survey at Bathing/Beach VMS on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

1. 

2. 

  
C.E. VMS SOCIETY



Ref. No.: 21  
 Request: at large

16 April 2019

10 minutes in next council

**AGENDA ITEM**

**Background Information:**  
 The request is for a  
 10-minute item to be added to the agenda for the 16 April 2019 meeting.

For more information, please contact the Council Manager at 311-800-2622.

**Requester:**  
 Council Manager  
 16 April 2019







Agenda Item 10

Article 10: Powers of the J-Boarding members

In addition to the powers mentioned in the General Regulations of the Club, it shall be granted specifically with the following provision and subject to the following:

- a) To convene General Meetings of the Club;
- b) To make and alter the rules, bye-laws and other regulations in conformity with the Constitution and Memorandum of the Club;
- c) To make a binding contract in the name of the Club and to sign documents connected with the business of the Club by any one of its members;
- d) To make a representative claim or proceedings in respect of any matter or to commence legal proceedings in respect of any matter on behalf of the Club;
- e) To initiate or defend any claim, or action in law, for or against the Club;
- f) To arrange for and receive the valuation of assets representing the Club, the fund, fund with, movable and immovable property or rights subject to the Club;
- g) To make any disposition, purchase or grant of any asset or right representing the Club;
- h) To do any act which, according to the provisions of the Memorandum and Bye-laws, is necessary for the carrying out of the objects of the Club to be used for such purposes as are and persons of such age and legal capacity as may be necessary;
- i) To arrange for the accounts of the Club to be audited annually by a competent person (temporary or permanent) by the Club;
- j) To do any transaction necessary in any circumstances of the Club and any other arrangements, joint or partial which may be deemed to be in the best interests of the Club;
- k) To take any necessary action against any member who contravenes the rules and regulations of the Club and expelled by the Club from time to time.

Article 11: Officers

The officers of the Club shall be the President and Vice-President.

Agenda Item 11

Article 12: Powers of the Club

- a) The officers of the Club shall be elected and appointed by the Club.

Article 13: Membership and Officers

- a) The Club shall consist of registered members in the club by way of membership fees.

1. Management of the Club

The officers of the Club shall be elected and appointed by the Club. The Club shall consist of registered members in the club by way of membership fees. The Club shall consist of registered members in the club by way of membership fees. The Club shall consist of registered members in the club by way of membership fees. The Club shall consist of registered members in the club by way of membership fees.

- a) The officers of the Club shall be elected and appointed by the Club.
- b) The Club shall consist of registered members in the club by way of membership fees.
- c) The Club shall consist of registered members in the club by way of membership fees.
- d) The Club shall consist of registered members in the club by way of membership fees.
- e) The Club shall consist of registered members in the club by way of membership fees.
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- p) The Club shall consist of registered members in the club by way of membership fees.
- q) The Club shall consist of registered members in the club by way of membership fees.
- r) The Club shall consist of registered members in the club by way of membership fees.
- s) The Club shall consist of registered members in the club by way of membership fees.
- t) The Club shall consist of registered members in the club by way of membership fees.
- u) The Club shall consist of registered members in the club by way of membership fees.
- v) The Club shall consist of registered members in the club by way of membership fees.
- w) The Club shall consist of registered members in the club by way of membership fees.
- x) The Club shall consist of registered members in the club by way of membership fees.
- y) The Club shall consist of registered members in the club by way of membership fees.
- z) The Club shall consist of registered members in the club by way of membership fees.



**Article 23 - Resignation**

Every entitled member of the Club, entitled only by a general meeting of members to the status of the Club in the event of the Club being wound-up during the time that he/she is a member of, shall have the right to resign his/her membership of the Club and shall be entitled to the same, without notice, at any time before the time at which his name is to be included in the next issue of the Club's membership list. The resignation shall be in writing and shall be signed by the member and deposited with the Club's secretary or other officer of the Club. The resignation shall be effective from the date of its receipt by the Club's secretary or other officer of the Club.

**Article 24 - Indemnity**

The Club is hereby indemnified from any claims arising from the use of its assets in property or equipment or from personal injuries or loss of property or loss of income or loss of other assets. The Club shall not be liable for any claims or losses arising from any action against the Club.

**Article 25 - Disputes and other matters**

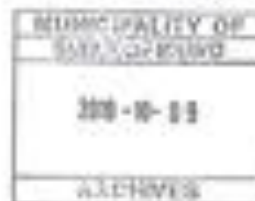
Any dispute arising from the admission of persons to membership or from the winding-up of the Club shall be referred to the Club's committee or other officer of the Club as decided by the Club's committee or other officer of the Club.







The Chief Executive Officer  
Mr. A. Benjamin  
Municipality of Swakopmund  
PO Box 53  
Swakopmund



Dear Sir,

**CHANGE OF CLUB NAME: COASTAL SPINNING & DRIFTING TO  
DRIFT SPIN DRAG MOTOR CLUB**

In our original application during 2018 directed to your office we apply under the name Coastal Spinning & Drifting (CSD) for a portion of land. The application has been approved by Council in a letter dated 02 February 2018.

The Motor Boat Federation changed the name of the club to accommodate drifting in its events, and no need to establish a separate club. The name was changed to Drift Spin Drag Motor Club (DSDM), all relevant documents has been rectify in this regard. We humbly ask your office to kindly amend your records and do the necessary change.

We hope that no harm has been done and wish to continue our good relationship with Council as it has been in the past few years.

You're sincerely

  
Van Rooyen  
Chairman

  
J. Du Plessis  
Vice chairman

Annexure "E"

PO Box 5300 Swakopmund

Tel: +264 081 764 4144

Mobile: +264 9951 241 7644

E-mail: [info@swakopmund.com](mailto:info@swakopmund.com)

08 October 2018 ✓



11.1.7 **CANCELLATION OF A TRANSACTION: ERF 4096, MONDESA TO MESSRS NGOYA INVESTMENT CC**  
(C/M 2019/11/28 - M 4096)

Ordinary Management Meeting of 14 November 2019, Addendum 7.10 page 168 refers.

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

**1. Introduction**

This submission is for Council to consider the cancellation of the sale to Messrs Ngoya Investment CC due to non-payment of the required purchase price to Council.

The purchaser was granted extension to secure the purchase price by **31 July 2019** and to date no payment was received by Council, neither did Messrs Ngoya Investment CC made effort to approach Council before or on the due date. Messrs Ngoya Investment CC only reacted on **08 October 2019 Annexure "A"** after the due date lapsed on **31 July 2019** requesting for an extension of time to perform.

**2. Brief Background**

**2.1** Messrs Ngoya Investment CC applied among others to purchase Erf 4096, Extension 10, Mondesa by private treaty from Council and they were allocated the erf for the construction of flats **Annexure "B"** as per Council's decision passed on **28 September 2017** under item 11.1.22.

On acceptance of the offer by Messrs Ngoya Investment CC **Annexure "C"**, Messrs Ngoya Investment CC were requested to make a payment of N\$10 000.00 as deposit following Council decision's passed on **28 September 2017** under item 11.1.22, thereon the parties signed an agreement in which Messrs Ngoya Investment CC was granted 120 days to secure the purchase price by **31 January 2019**. The condition of the sale agreement signed in terms of the provision of clause 10 of the agreement states:

**10. TERMINATION AND CANCELLATION**

**10.4** Should this agreement be cancelled in terms of the provisions of clauses 10.1 and 10.2 hereof the SELLER shall also have the right to retain all moneys paid by the PURCHASER in terms of this agreement or retain any part thereof as a pre-estimated amount in consideration of the PURCHASER's breach of contract as a penalty which the PURCHASER agrees to pay to the SELLER in terms of the Conventional Penalties Act, 1962 (Act No 15 of 1962) for any breach by the PURCHASER of any provision of this agreement.

**2.2** Council on **22 January 2019** received a letter **Annexure "D"** from Messrs Ngoya Investment requesting for extension of time to perform and Council on **31 January 2019** under item 11.1.23 passed a decision as follows:

(a) That Messrs Ngoya Investment CC be granted an extension of time to secure the purchase price for Erf 4096, Mondesa, until **31 July 2019**.

- (b) That Messrs Ngoya Investment CC be reminded that the purchase price for the property is N\$267 810.00 and be informed that interest calculated from 28 August 2018 until 31 July 2019 amounts to N\$28 120.05.
- (c) That Messrs Ngoya Investment CC be informed that the purchase price must be secured by 31 July 2019 as no further extensions will be granted.

Messrs Ngoya Investment was informed of Council's resolution per letter dated 11 February 2019 and was requested to sign an addendum to the deed of sale for the extension of time to perform granted until 31 July 2019. The document was signed accordingly.

Clause 2.3 of the addendum to the Deed of Sale stipulates: "If the purchaser does not secure the purchase price and 15% VAT and interest by 31 July 2019, it will result in the cancellation of the sale as more fully described in Annexure "B" of the agreement". The purchase price was not secured on abovementioned date, neither was any bank guarantee provided by them that will allow the transfer to register.

### 3. Current Situation

The purchaser was granted extension to secure the purchase price by 31 July 2019 and to date no payment was received by Council, neither did Messrs Ngoya Investment CC made effort to approach Council on this. The client was informed of point (c) of the decision that the purchase price should be secured as no further extensions would be granted by the due date of 31 July 2019.

Messrs Ngoya Investment CC has now requested an extension of time to perform with the due date to be on 30 October 2020 (Annexure "A"). This request was only done two months after the due date lapse on 31 July 2019. The sale is subject to interest levied at 10.5% from 28 August 2018 until date of transfer in case the transfer is not registered on 31 July 2019. Seeing that the due date was 31 July 2019, the transaction is currently not valid and Council will not be able to charge interest on the period from 01 August 2019 to 07 October 2019 as the dates is after the due date of 31 July 2019.

### 4. Proposal

Erf 4096, Extension 10, Mondesa was sold by private treaty to them and no prospective purchaser was listed for next allocation of the erf, therefore it is proposed that Council confirms the cancellation of the sale of Erf 4096, Mondesa to Ngoya Investment CC due to non-performance on the extended due date of 31 July 2019.

Messrs Ngoya Investment CC paid an amount to N\$10 000.00 which amount was paid 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, the deposit amount paid minus the advert and administration cost is N\$9 072.40.

Deposit paid	:	N\$10 000.00
Less advert cost	:	N\$ 827.60
Less 1% admin cost	:	N\$ 100.00
Balance	:	N\$ 9 072.40

The amount to N\$9 072.40 is forfeited in terms of the provision under clause 10.4 of the signed agreement. It is further proposed to add Erf 4096, Mondesa to the other two erven located in Extension 10, Mondesa in terms of Council's resolution passed on 31 January 2019 under item 11.1.12.

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

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

	Erf No	Size m <sup>2</sup>	Upset Price N\$
1	7053	7030	966 625.00
2	7065	4247	583 138.00
3	7066	4494	617 925.00

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

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

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

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

**RECOMMENDED:**

- That Council takes note of the cancellation of Erf 4096, Mondesa to Messrs Ngoya Investment CC due to failure to comply with the extended due date to secure the purchase price.
  - That Council take note of the letter from Messrs Ngoya Investment CC dated 08 October 2019.
  - That the remainder of the deposit paid, in the amount of N\$9 072.40 be forfeited in terms of clause 10 of the signed agreement.
  - That Messrs Ngoya Investment CC be informed of the cancellation by Council.
  - That Erf 4096, Extension 10, Mondesa measuring (1 580m<sup>2</sup>) be added to the list of erven located in Extension 10, Mondesa approved for sale by closed bid by Council on 31 January 2019, under item 11.1.12, if and when the market determines the need.
  - That the upset price for Erf 4096, Mondesa be N\$267 810.00.
-



1917 Page

ANNEXURE "A"

## MUNICIPALITY OF SWAKOPMUND

Ref No: M 4094, M 4095, M 4096, M 4097, M 4107, M 4108, M 4109, M 4221, M 4222, M 4223, M 4224, M 4288 & M 4324

Enquiries: Mr S Bruwer

☎ (06) 4104212  
 ☎ 088 414 514  
 ☎ 53 Development

SWAKOPIA

🌐 [www.swakopmund.com.na](http://www.swakopmund.com.na)  
 📧 [development@swakopmund.com.na](mailto:development@swakopmund.com.na)

04 December 2017

Wolk

Mosses Ngyre Investment  
 P O Box 8477  
 Swakopmund

Attention: Mr Elias Shinkulu

Dear Sir

**APPLICATION ACQUIRE ERF 4094 AND 4097 TO BUILD RESIDENTIAL BLOCKS OF FLATS**

Your application dated 29 June 2017 was considered by Council on 28 September 2017 under Item 11.1.22 whereafter the following decision was passed:

- (a) —
- (b) That erf 4094 be sold to Mosses Ngyre Investment for the construction of flats at a purchase price of N\$287 910.00.
- (c) —
- (d) —
- (e) —
- (f) The ervee are sold "vestibels" or "as is" with the Council giving no warranty or guarantee, whether express or implied, oral or writ, as to the suitability of the layout or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.
- (g) That the purchaser must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property.
- (h) That the said improvements must be completed within 24 months (2 years) from date of transfer.

All correspondence must be addressed to the Chief Executive Officer

2

- (f) That the property may not be alienated unless a completion certificate is issued in respect of the structural improvements. This restraint of alienation is to be registered against the title deed of the property.
- (g) That no development or construction will be permitted to commence until the statutory processes have been completed and the errors are transferred.
- (h) --
- (i) Therefore Council decided to only sell Erf 4096, Mondosa to you, and not both Erf 4096 and 4097, Mondosa.

In addition to the above, Council 30 November 2017 under item 11.1.4 considered additional private treaty sales and approved the conditions applicable to such sales. Please note that only those points relevant to you are quoted below.

- (a) That the following amendments to the decisions be approved:
1. --
  2. That the following changes be made to the Council resolution passed on 28 September 2017 under item 11.1.22:
    - (f) --
    - (g) --
    - (h) That the following standard conditions be approved for the sale of the erf by closed bid
      - (a) --
      - (b) --
      - (c) --
    - (i) That the following standard conditions be applicable for the private sales:
      - (j) That the purchasers pay a deposit of R110 000.00 per erf towards the statutory costs relating to the demolition 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.
      - (k) That any remainder of the deposit in (j) above be refunded to the purchaser on completion of the related statutory processes.
      - (l) That the purchasers accept 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.
      - (m) The erf is sold "voetstoots" or "as is" with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.

## 3

- (v) Failure to pay the purchase price in cash or secure payment by formal bank guarantee on the 120<sup>th</sup> day will result in the transaction being cancelled without the need to place the purchaser on terms, should the purchase price be secured by a formal bank guarantee the transfer must be effected on or before the 120<sup>th</sup> day, else interest will be levied as from the date of allocation or Ministerial approval until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale;
- (vi) That the purchaser must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property;
- (vii) That the said improvements must be completed within 24 months (2 years) from date of transfer.
- (viii) That the property may not be alienated within 24 months (2 years) from the date of a completion certificate being issued in respect of the structural improvements, referred to in (vi) above, prior to the expiry of the said 24 month period. This restraint of alienation is to be registered against the title deed of the property.
- (ix) No development or construction will be permitted to commence until the statutory processes have been completed and the erven are transferred.
- (x) The agreement of sale be signed and returned to the Development Municipality, by the purchaser within 21 days of receipt thereof.
- (xi) That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.
- (xii) That the purchasers being entities provide the registration documentation of their entities (Council resolution of 27 April 2017 under item 11.1.10) and that the shareholders / members must be cautioned that the company remains the same until the transfer takes place and they have complied with all conditions of sale when name change of the entity is requested.

(v) --

(b) --

(c) --

The above private transaction can only be commenced with once the erven are transferred to Council from National Housing Enterprise.

In the meantime, please attend to the following:

- ⊙ Confirm acceptance of the above purchase prices and conditions of sale approved by Council on 28 September 2017 under item 11.1.22 and on 30 November 2017 under item 11.1.4;
- ⊙ provide your company registration documentation on / before Friday 02 February 2018; and

4

- arrange for payment of the R\$10,000.00 deposit on or before Wednesday, 28 February 2019 (being 90 days from the date of Council's resolution passed on 30 November 2017). A copy of Council's banking details is attached, please e-mail proof of payment to Ms S Brewer at sbrewer@seelctm.nsw.gov.au

Should you have any further enquiries, please do not hesitate to contact Ms S Brewer at ☎ 001-4104214.

Yours faithfully



A Piasigie  
Acting GM: CORPORATE SERVICES & HR

jsb





M 4096  
**ANNEXURE "B"**

17.1.2018

The Chief Executive Officer  
 Swakopmund Municipality  
 P O Box 53  
 SWAKOPMUND

Dear Sir

**RE: ACCEPTANCE OF AWARD TO PURCHASE ERF 4096 TO BUILD  
 RESIDENTIAL BLOCKS OF FLATS.**

The correspondence from the Swakopmund Town Council dated 4 December 2017 with extracted/highlighted Reference Number M 4096, in which the Council has indicated its decision taken on the 28 September 2017 to award Erf 4096 to be sold to Messrs Ngoya Investment for the construction of flats at a purchase price of N\$267 810,00, has reference.

Ngoya Investment acknowledged receipt of the above letter and therefore would like to inform the Swakopmund Town Council of its decision to accept the offer and conditions as stipulated in the Council's letter unconditional. Ngoya Investment would request further the Council on the way forward.

Ngoya Investment would therefore wholeheartedly like to thank the Council for its consideration of our application and the awarding thereof.

Yours sincerely

Ms. Silke Shikole

Erf No: 4079 Rooduna Nkombeya  
 Street, Swakopmund

P.O. Box 947  
 Swakopmund  
 Namibia

+264 811378843 or  
 +264 816072048  
 info@ngoya.com

## ANNEXURE "C"



NOORA INVESTMENT

Reg No. 05/2012/199

MC Reg No. 2004/17/00000238

Tel No. 88181440-1

FAX No. 88181440-2

VAT No. 88881007

January 21, 2019

Mr. Allan Sarpola  
 Chief Executive Officer  
 Development Municipality  
 P.O. Box 53  
 0000050000

Dear Mr. Sarpola,

RE: REQUEST FOR EXTENSION TO PAY FOR THE PURCHASE OF 40%  
 SHRS ACQUIRED TO BUILD RESIDENTIAL BLOCKS OF FLATS.

Noora Investment CC is a company owned by previously  
 disadvantaged young Namibians, who have dedicated their efforts to  
 making sound and sustainable investments in the quest to contribute to  
 the socio-economic wellbeing of the Development residence and the  
 Namibians in general, in line with the Namibian Property Plan, NPPF  
 as well as Vision 2030.

As a company, we therefore extend our gratitude to the Development  
 Municipality leadership for granting us an opportunity to purchase the  
 40% in the jurisdiction of Development. However, notwithstanding the  
 conditions and provisions in our deed of sale and the payment due date  
 set for 30 January 2019 to complete the transaction of this sale. We  
 would therefore humbly like to inform your good office that we have  
 approached our financier in this regard. Although the process is taking  
 longer than expected to finalize the arrangement, we remain hopeful  
 that all process might be finalized in due course.

It is upon this background that we are graciously appealing towards  
 your municipal council to grant us an extension until the 31<sup>st</sup> July 2019  
 to finalize the transaction.

Counting on your understanding and consideration in this regard.

Yours sincerely

Mr. Silas Shikwila  
 MANAGING DIRECTOR

84 The 40th Standard Buildings  
 Windhoek, Namibia

P.O. Box 807  
 Windhoek  
 Namibia

+264 81127080 or  
 +264 81167088  
 info@noora.com

*Request to  
 be paid*

11.1.8 **ERF 1228, TAMARISKIA: REFUND OF PORTION OF LAND ON WHICH A SUBSTATION IS LOCATED**

(C/M 2019/11/28 - T 1228)

Ordinary Management Meeting of 14 November 2019, Addendum 8.1 page 03 refers.

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

This item was discussed at the Planning Forum on 08 October 2019 under item 5.7 and is now submitted to the Management Committee for consideration.

**1. Introduction**

Mr Kristian Shuuya bought Erf 1228, Tamariskia from Council at a closed bid sale on 05 June 2015.

Upon commencement of building activities and setting of the building, Mr Shuuya discovered that a substation belonging to Erongo RED was built on his erf.

The Engineering Services Department had a meeting with Mr Shuuya and it was agreed that he submit an amended building plan within the limitations set by Erongo RED's safety regulations. It was also agreed that Mr Shuuya must build a boundary wall which forms part of a firewall in some instances.

This submission deals with reimbursing Mr Shuuya the amount he paid for the erf for the area being occupied by the substation.

**2. Refund of Portion of Erf 1228 being Occupied by Erongo RED Substation**

Mr Shuuya bought Erf 1228, Tamariskia measuring 617m<sup>2</sup> from Council in the amount of N\$168 550.50 (N\$273.20 / m<sup>2</sup>).

The area being occupied by Erongo RED measures 114m<sup>2</sup>, therefore Mr Shuuya should be reimbursed N\$273.20 / m<sup>2</sup> x 114m<sup>2</sup> = N\$31 144.80.

Mr Shuuya agreed to the proposal of being refunded for the portion of land, in a discussion with Engineering Services Department.

**3. Statutory Processes to be Followed**

In order to refund Mr Shuuya for the portion of land, the following statutory processes need to be followed:

- ⊙ Council must obtain permission from the Ministry of Urban and Rural Development in terms of in terms of section 64 read together with section 30 (1) (f) of the Local Authorities Act, Act 23 of 1992 as amended to purchase the portion of land from Mr Shuuya.
- ⊙ The portion measuring 114m<sup>2</sup> must be subdivided from Erf 1228, Tamariskia and be zoned to a suitable zoning.

Once the above process is finalized, Council can refund Mr Shuuya.

4. Resale to Erongo RED

Following the above processes it is proposed that Erongo RED purchases the land from Council at the costs Council incurred for it.

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

RECOMMENDED:

- (a) That Council attends to the subdivision and rezoning of a portion of land measuring 114m<sup>2</sup> located on Erf 1228, Tamariskia.
  - (b) That permission be obtained from the Ministry of Urban and Rural Development in terms of section 64 read together with section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992 as amended to purchase the portion of land from Mr Shuuya.
  - (c) That upon completion of the above processes, Council purchases the subdivided portion from Mr A Shuuya in the amount of N\$273.20 / m<sup>2</sup>, being the per square metre price he paid for Erf 1228, Tamariskia.
  - (d) That Erongo RED purchases the subdivided portion from Council at the costs incurred by Council to obtain the land (including advertising and transfer in Council's name).
-



# MEMORANDUM

## ENGINEERING DEPARTMENT

To : General Manager: Corporate Services & HR *MCS*

From : General Manager: Engineering Services *[Signature]*

Date : 17 September 2018

Reference No : T 1228



### ERONGO RED SUBSTATION BUILT ON ERF 1228, TAMARISKIA

In 2015 Mr A.K. Shuuya bought an erf from Council.

In 2018 Mr Shuuya submitted building plans to the Engineering Services to obtain a building permit. A building permit was issued in 2018.

Upon commencement of building activities and setting out of the building early in 2019, Mr Shuuya discovered that, a substation belonging to the Erongo Red was built on his erf. Ultimately the matter was brought to the General Manager Engineering Services. A meeting was set and took place on site where it was resolved that Mr Shuuya must submit an amended building plan to fit within the available space and for the building not to get closer to the substation as per Erongo Red's safety regulations. It was also agreed that Mr Shuuya must build a boundary wall which conforms part of a firewall in some instances.

In the meeting of the 27<sup>th</sup> of May 2019 between the Engineering Services and the Corporate Services it was agreed :

- > That a professional land surveyor must be appointed to stake out the positioning of the substation and to determine the area covered by the substation and the boundary wall. This was done (*see the attached*).
- > That Mr Shuuya must be reimbursed for the space covered by the substation.
- > That the rate of reimbursement to be decided by Corporate Services.

For further information kindly contact the Building Inspector, Mr L. Mwakanda.

*[Signature]*

C McClure  
GENERAL MANAGER: ENGINEERING SERVICES



LMvb



11.1.9 **PROPOSAL TO CONSTRUCT A HALF BASKETBALL COURT ALONG THE BEACH AREA**

(C/M 2019/11/28 - N 7/2/4)

Ordinary Management Meeting of 14 November 2019, Addendum 8.3 page 14 refers.

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

This item was discussed at the Planning Forum. A presentation was done under item 5.4 on **22 January 2019** and is now tabled to the Management Committee for consideration.

**1. Introduction**

Attached as Annexure "A" is a letter dated **14 May 2018**, from Mr Kenneth Angula seeking Council approval to lease an open space on the beach area.

This addendum serves to present a request from Mr Kenneth Angula to obtain approval to lease a piece of land to construct a multi-functional outdoor Basketball Court nearby the beach area where the two beach Volleyball courts are located.

The Basketball Court will be open to the public. Mr. Angula proposes to be the custodian for the proposed infrastructure with the Municipality of Swakopmund remaining the main stakeholder and custodian of the land to be utilized. Mr Angula is a resident of Swakopmund and has been playing Basketball since his childhood and he has passion for the game.

The proposed basketball court will serve as a multifunctional sports facility:

- Area where joggers can stretch, warm up, huddle together for pre and post jogging sessions.
- It can serve as a Pilates and a yoga area for groups
- Full Basketball Court can serve as an outdoor Volleyball court, hockey court, handball court etc. as the basketball hoops will be placed as moveable.

Mr Angula proposes to assist with the provision of standard technical drawings, specifications, details and cost estimates for the construction. It is proposed that only a half court be constructed for the first phase and only thereafter possible upgrades to a full court with additional amenities.

Mr Angula proposed that the Municipality of Swakopmund will not be obligated in any way to fund in the construction proposed but this should not limit the organizations to donate any relevant material, expertise or tools at its disposal. It is Mr Angula's intention to obtain funding through various stakeholders. Mr Angula further proposes that the maintenance remain under his custodianship and to be funded by sponsors and donations.

## 2. Discussion

In the general area of interest, currently two Beach-Volleyball courts are located which is available for the public to use. Currently a group of people from Nutritech Namibia and other interested public members are training and playing there regularly. The Beach-Volleyball courts occupy most of the available low-lying area protected from the prevailing south westerly wind. The Beach-Volleyball courts should be retained.

The Beach-Volleyball courts does however not constitute significant infrastructure and if minor shifts are required this could be facilitated should the decision be made to construct the Basketball courts.

The remainder of the open area in the location is grass fields elevated above the Beach-Volleyball courts are exposed to the wind and not favorable for ball sports.

The area under consideration is already lit during the nighttime and access / parking is adequate. Other sports facilities including various varied sporting activities take place in the area hence making it ideal for this proposal. Annexure "B" illustrates that space is available for the proposed basketball court. The final design and placement is however subject to further studies.

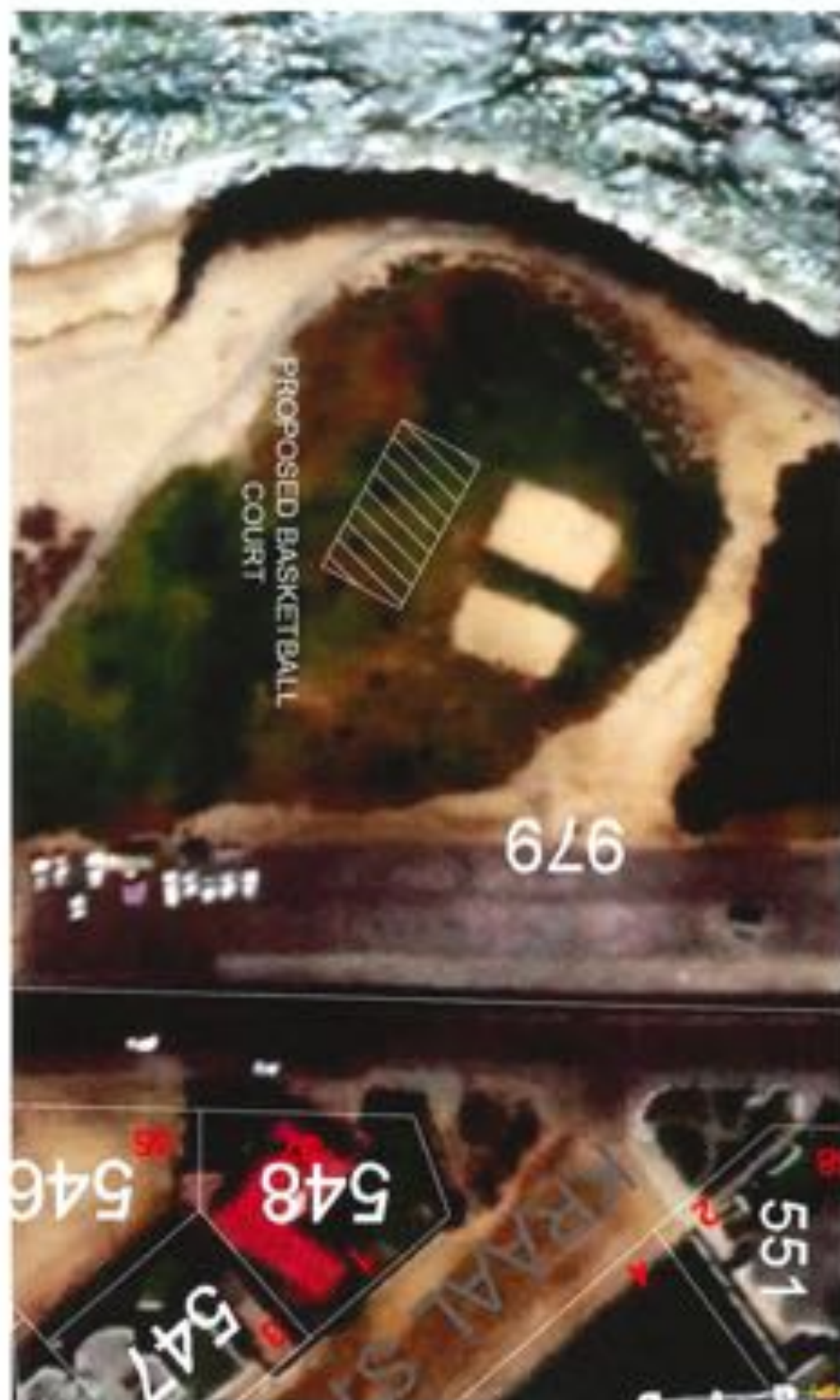
Challenges of a private person developing a public facility on Council land remains. This includes possible sub-standard / unsuitable designs and construction techniques. Maintenance, cleaning and general upkeep may also become inadequate as the original custodians may pass away or simply move on. Additionally as with any private development, the facilities might become partially "privatized" or unavailable when the custodians require using it. Sponsorships in future to maintain the facility might be insufficient.

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

### RECOMMENDED:

- (a) That permission not be granted to Mr K Angula to construct a basketball court along the beach area.
  - (b) That the Swakopmund Municipality take custodianship of the proposed facility.
  - (c) That the proposed basketball court be incorporated into a current volleyball court area.
-





11.1.10 **REQUEST TO CONSTRUCT CREDIT LINK HOUSE WITH FINANCIAL ASSISTANCE OF EMPLOYER**

(C/M 2019/11/28 - H 5, H 5/5)

Ordinary Management Meeting of 14 November 2019, Addendum 8.4 page 17 refers.

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

1. **Introduction**

This item was discussed at the Planning Forum of 22 October 2019 under item 5.14 and is now submitted to Council for consideration.

This submission seeks to obtain permission for beneficiaries of the 40/40 housing project to construct their credit link houses through alternative financial support.

2. **Discussion**

With the implementation of 40/40 low cost housing, the Community Development Services Department allocated (empty) erven and beneficiaries to 28 identified contractors in order to construct credit link houses. The project further requires beneficiaries qualifying for credit linked houses to provide housing loan pre-approval from the bank in order to secure a house under the project. Mr Ambrosius Marsh is a resident of the DRC Settlement and was selected as part of the qualifying credit link beneficiaries under the 40/40 Housing project of the Municipality.

In response Mr Marsh submitted a letter (**Annexure "A"**) requesting approval from Council to use Elize Investments, where he is a shareholder, to fund and construct a house for them instead of obtaining a loan from a commercial bank. Messrs Elize Investments Pty (Ltd) also submitted a support letter (**Annexure "B"**) confirming that the company would like to financially assist Mr Marsh to develop their property. During 2001, Council allocated **Erf 7333, Extension 27 DRC measuring 516m<sup>2</sup>** to Mr Marsh. The erf is currently occupied by legal / illegal squatters while the writer is residing on Erf 7472 which is zoned institutional land. In the event that Council give approval to the request of Mr Marsh to use his allocated erf, the legal / illegal squatters will have to be relocated to alternative plots at another area i.e. at block 161/2.

It however follows that many applicants expressed the same need to develop their properties without the assistance of banks such as the application of Mr Andreas who wishes to buy his allocated erf in the DRC without a bank loan (**Annexure "C"**). The Community Development Services Department thus requested these applicants to provide support letters in this regard however should these requests be considered it may have a negative effect on the already assigned contractors. It would therefore be worthwhile for Council to ensure that similar requests are given the same perquisite henceforth to ensure consistency in this project.

3. Conclusion

A letter was received from Mr Marsh requesting approval from Council to develop his erf with the financial assistance of Elize Investments, where he is a shareholder.

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

RECOMMENDED:

That the request of Mr Ambrosius Marsh to develop Erf 7333, Extension 27, DRC measuring 516m<sup>2</sup> (currently occupied by squatters) using funds from Messrs Elize Investments (Pty) Ltd instead of obtaining a loan from a commercial bank as per current requirements, be approved.

---

## Annexure "A"



190302.7833

M 7833

P.O.Box 970  
 SWAKOPMUND  
 NAMIBIA  
 CELL: 0818848624  
 29 July 2019

Community Development Services  
 Municipality Swakopmund  
 Box 53  
 Swakopmund  
 Namibia

RE: The Support and Financial on Erf 7333 DRC location measuring 316 square meters.

Greetings from the Marsh Family. As resident of the DRC residing in drc settlement for 16 years, we are selected as one of the beneficiaries on the Swakopmund Council Master List that our house is going to build on Erf 7333 in the DRC. Also in our understanding there was already Contractors approved build our house. In consultation with the Community Development Services the company has offered Support and Financial system

With this in mind as Elize Investment Pty is starting with their development they are prepared to fund the Marsh Family house with construction, material and financial support. With this back ground we humbly appeal and ask Swakopmund Council Permission to allow Elize Investment PTY to build the Marsh Family house on Erf 7333 in DRC. For any information regarding this matter please feel free to contact the above address.

Yours


 Antonia Marsh

Annexure "B"



PO Box 3324 Windhoek Namibia  
eliseinv@gmail.com  
Reg no: 26170658

19-06-19  
M 7333 *ju*

Community Development Services  
Municipality of Swakopmund  
Box 53 Swakopmund,  
Namibia



24 June 2019

**RE: Financial support for Mr A. Marsh to purchase and develop Erf 7333 Mondesa measuring 306 square meters**

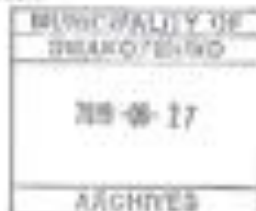
This letter serves to inform your office that Mr. Marsh is a shareholder of Elise Investments (Pty) Ltd. Elise Investments is currently developing 236 residential plots and 132 sectional title units in Swakopmund Mondesa.

I confirm that the company's position to assist Mr. Marsh in purchasing and developing the above-mentioned property as his primary residence.

Please contact me should you need any additional information.

Regards,

Pieter Heyneke  
Director



## 11.1.11

**FINANCIAL YEAR END - 2018 / 2019**

(C/M 2019/11/28 - D 2/1, D 11)

Ordinary Management Meeting of 14 November 2019, Addendum 8.5 page 20 refers.

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

The General Manager: Finance has finalized the financial statements for 2018 / 2019 financial year for external audit. It is with this in mind that the General Manager: Finance is seeking Council's approval for additional funds for the 2018 / 2019 Financial Year.

**1. ADDITIONAL FUNDS.**

**1.1 5% of Revenue on Rates and taxes payable to Erongo Regional Council - N\$150 000.00**

Additional revenue was generated through levying of rates and taxes on properties for the financial year under review, thus the 5% levy payable to the Regional Council has subsequently increased as well.

**1.2 Bulk Water Purchases - N\$8 299 000.00**

The budgetary provisions was not sufficient to cater for the bulk water purchases from Messrs Namwater, thus the additional amount of N\$8 299 000.00 was required to pay for bulk water purchases.

**2. Operational and Capital budget.**

**2.1 Operational Budget.**

Operational results for the financial year under review reflects a deficit of N\$1 443 138.11.

Summarized version of the expenditure and income are indicated hereunder as per service type:

Service Type	Budget Expenditure (N\$)	Actual Expenditure (N\$)	Budget Income (N\$)	Actual Income (N\$)	Deficit / Surplus (N\$)
Non Remunerative	128 220 690	118 218 280	(142 828 250)	(148 327 600)	(28 109 320)
Subsidies	89 278 300	83 217 250	(15 006 470)	(15 501 170)	47 716 780
Economic Services	78 671 500	74 041 470	(111 229 350)	(101 708 780)	(27 687 310)
Trading	88 009 650	87 381 450	(95 809 060)	(93 358 480)	(5 887 030)
Community Development	13 457 800	12 881 010	(100 000)	(89 710)	12 881 310
Budgetaries	14 747 750	13 832 190	(16 181 200)	(11 492 880)	2 339 320
<b>Total</b>	<b>292 377 610</b>	<b>289 621 760</b>	<b>(381 234 580)</b>	<b>(368 178 620)</b>	<b>1 443 140</b>

**Expenditure and income as per main revenue sources of Council.**

Service Type	Budget Expenditure (N\$)	Actual Expenditure (N\$)	Budget Income (N\$)	Actual Income (N\$)	Deficit / Surplus (N\$)
Rates and Taxes	8 413 500	8 402 480	(121 180 000)	(128 752 890)	(128 201 510)
Cleaning Services	27 173 880	25 964 290	(40 683 000)	(37 184 300)	(11 140 610)
Aerodrome	2 230 300	2 790 480	(3 370 000)	(3 178 290)	(382 810)
Sewerage	27 606 810	26 489 390	(54 770 000)	(53 279 390)	(18 889 200)
Water Supply	83 317 280	82 672 300	(78 309 060)	(77 210 640)	8 481 650
Budgetaries	14 747 750	13 832 190	(16 181 200)	(11 492 880)	2 339 320

**2.2 Capital Budget.**

From the approved capital budget of N\$160 419 550.00 for the 2018 / 2019 financial year, amount of N\$38 188 460.00 was spend on capital projects, of which an amount N\$14 207 570.00 was for installation of services in Matafura.

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

**RECOMMENDED:**

That Council approves the additional funds amounting to N\$8 440 000.00 for the operational budget for the 2018 / 2019 financial year.

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11.1.12 **REPLACEMENT OF BUILD TOGETHER APPLICANT WHO BENEFITED FROM MASS HOUSING DEVELOPMENT PROGRAMME**

(C/M 2019/11/28 - H 5/3, M 4007)

Ordinary Management Meeting of 14 November 2019, Addendum 8.6 page 21 refers.

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

**1. Introduction**

Mr. Gideon Namindo (Ref. No. BT 344) was allocated Erf 4007, Mondesa Extension 9, under the Build Together Programme while he obtained a house on Erf 2565, Matutura through the Mass Housing Development Programme (MHDP). The purpose of this submission is therefore to re-allocate the erf allocated to Mr Namindo to the next Build Together applicant on the waiting list.

This item was discussed at the Build Together Committee Meeting on **22 October 2019** and is now submitted to the Management Committee for consideration.

**2. Background and Discussion**

Council on **27 September 2018** under item 11.1.15 resolved as follows:

- (a) That the allocation of loans and erven to Messrs Dirkie Aubele and Daniel Shmando be cancelled.
- (b) That the loans and erven of the applicants in point (a) above be allocated to the next qualifying applicants on the Master Waiting list as listed hereunder.

Ref No	Particulars Of Applicants	Identity Number	Erf No
BT 343	Gavin O Snyders	83100810477	3831
BT 344	Gideon Namindo	88050400611	4007

- (c) That should the deed search prove that any of the above beneficiaries are not first time property owner's all transactions between Council and the beneficiary be cancelled and they be ordered to return the erf to Council.

During **May 2018** Mr Namindo received the keys to his house under the MHDP (**Annexure "A"**). He however also wanted to retain Erf 4007, Mondesa which was allocated to him under the Build Together Programme (**Annexure "B"**). After various consultations with the beneficiary he submitted a letter in which he returns Erf 4007, Mondesa to Council (**Annexure "C"**).

In light thereof Erf 4007, Mondesa remains vacant and can be allocated to the next qualifying applicant on the Build Together Waiting list being, Ms Helena L Shivute, ID No. 83080910157 and reference number, BT 349 (**Annexure "D"**).



**3. Conclusion**

Mr Namindo obtained a house under the MHDP and therefore returned Erf 4007, Mondesa to Council. His application can therefore be cancelled and as such his loan and erf can be allocated to Ms Helena L Shivute who is the next qualifying applicant on the Build Together waiting list.

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

**RECOMMENDED:**

- (a) That the Build Together application of Mr Gideon Namindo be cancelled because he received a house on Erf 2565, Maturura under the Mass Housing Development Programme.
  - (b) That the loan and Erf 4007, Mondesa, be allocated to Ms Helena L Shivute (ID No. 830809101571).
  - (c) That should the deed search prove that Ms Helena L Shivute is not a first time property owner, all transactions between Council and the beneficiary be cancelled and they be ordered to return the erf to Council.
-

at 10:40  
at 10:45

# MASS HOUSING

## Home Loan Sales Agreement

entered into by and between

NATIONAL HOUSING ENTERPRISES  
 (Incorporated under Act 5 of 1985)  
 7 General Morgan Management Avenue, Elm  
 F.O. Box 20130  
 WASHINGTON

Tel: +204-91-222-1111  
 Fax: +204-91-222-2021

Herein represented by April Schneider, its sole capacity as Regional  
 Manager, their and duly authorized agents

herein referred to as the SELLER;

AND

PURCHASER, NARRWOOD OGDON  
 IDENTITY NUMBER: 98204-000111

PURCHASER: KAMAYWILA LEMBA  
 IDENTITY NUMBER: 1942320044

PO BOX 4999  
 VIKIETA  
 EDWARDSBURG

TEL NO: +204-94-40004  
 CEL NO: +204-91-20070

herein referred to as the PURCHASER;

MAINTAIN STATUS MAINTAINED

at 10:40  
at 10:45

On the other hand

hereinafter jointly referred to as "the Parties";

Should the Purchaser be

(A) a Juridical Person, it will be necessary--

(1) to furnish the full names and official capacity and residence by the  
 Board of the Incorporating the persons authorized to execute the  
 Agreement on behalf of such Juridical person;

(2) in event of any other Juridical Person that is registered company, a  
 certified copy of the constitutive documents of such Juridical person;

(3) A NATURAL PERSON, the full names and date of birth must be furnished  
 and if a FEMALE, her marital status and previous husbands (if any).

WHEREAS:

(1) THE SELLER is the rightful owner of improved dwelling on 2007 2008  
 Municipal Assessment;

(2) SELLER is desirous to sell the said improved dwelling on 2007 2008  
 Municipal Assessment to the PURCHASER, on the terms and conditions  
 set out hereinafter;

(3) PURCHASER is desirous to purchase the said dwelling on 2007 2008  
 Municipal Assessment from the SELLER, on the terms and conditions set  
 out hereinafter.

at 10:40  
at 10:45



Clause 4.

4.1. MORTGAGE BOND

Transferring anything that may appear contrary to the Agreement, the PURCHASER shall only be entitled to take benefit of the PROPERTY and against simultaneous registration of a 1st mortgage bond over the improved PROPERTY in favour of the SELLER for the outstanding amount at the time and interest in terms of the Agreement. It is hereby agreed that a Mortgage Bond shall become necessary only when the SELLER finances the PROPERTY and under this Agreement.

Should the SELLER have made any payment which legally the PURCHASER would have been liable to pay, whether before or after taking up possession, he shall be entitled to a refund thereof pro-rata to the period of possession.

4.2. VESTING

4.2.1 The improvements on the PROPERTY are and remain and the SELLER shall not be liable for any defects, claims, taxes or charges in the PROPERTY or for any damage connected to or suffered by the PURCHASER by reason of such defects. The Purchaser agrees to accept the PROPERTY in its condition and to be responsible for any repairs or improvements of any nature whatsoever made by the SELLER in his agent regarding the condition or quality of the PROPERTY.

4.2.2 The PURCHASER hereby expressly acknowledges that no guarantee, representations or undertakings were given or made to him in regard of any attributes of the PROPERTY.

4. SANITATION, WATER AND ELECTRICITY

The Purchaser shall be liable for the payment of the taxes left for sanitation services, fees left for water, electricity services and other services, as from the date of transfer and simultaneous bond registration. The Seller shall be liable to settle the account in full for the taxes and fees charge on the PROPERTY and improvements.

*M. G. K. L. L.A. 6*

7. CANCELLATION

4. Should the PURCHASER fail to pay the full purchase price referred to in Clause 3, or fail to furnish acceptable guarantees to the SELLER, immediately upon registration of the improved Property, into his or her name, where the IMPROVED PROPERTY is financed by another financial institution other than the SELLER, the SELLER shall without prejudice and with reservation of its or their rights to file an action in law, to cancel this Agreement and immediately demand that the PURCHASER make the IMPROVED PROPERTY whole again. It may also bring legal action with a written notice to value. The SELLER shall not incur any liability to the PURCHASER as a result of it having cancelled this Agreement or paid taxes and in good faith, or if the interest of the PURCHASER's non-performance to accordance with this Agreement.

4.1 Upon the expiration of such notice the PURCHASER shall immediately vacate the IMPROVED PROPERTY and get the SELLER peaceful and legal possession thereof, and the SELLER shall be entitled to exercise the IMPROVED PROPERTY and DONATED PLOT to a third party.

4.2 The SELLER shall furthermore be entitled to claim a penalty amount in addition to the highest bid by the PURCHASER, which may be at the option of the SELLER.

4.2.1 The SELLER shall retain all such sums of money as the PURCHASER may have paid under this Agreement as a contribution to the payment of the purchase price or interest at it where legally such payments are allowed.

Provided further that the SELLER hereby reserves the right to claim damages from the PURCHASER.

8. PROVISIONS

No stipulations granted by a party shall constitute a waiver of any of the party's rights under the agreement, notwithstanding that party shall not be precluded as a consequence of having granted such stipulations, from exercising any rights against the other which they hold either at the time or which may arise in the future.

*M. G. K. L. L.A. 6*

**8. VARIATION AND CANCELLATION**

No agreement varying, adding to, deleting from or converting this agreement, and no waiver whether specifically, implicitly or by conduct of any right or remedy any term of this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties. The parties agree that the Deed of Sale constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever, oral or written, that may be included hereto and signed by the parties hereto.

**10. TRANSFER AND COSTS**

It being the SELLER'S prerogative to sell to, the SELLER will appoint a conveyancer of convenience to carry out all conveyancing work in connection with the transfer of the SERVICES PROPERTY to the PURCHASER. The SELLER shall pay transfer duty, stamp duty and all expenses of transfer, including Conveyancer's charges, and Bond fees, where applicable.

Transfer shall be effected as soon as possible after all required documents have been signed by the PURCHASER and the PURCHASER having satisfied the SELLER'S Commissioner that the full purchase price is to be paid for the SELLER'S benefit.

**11. REVERSIONARY RIGHT**

PRICES agree that the PURCHASER, PURCHASERS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS shall not sell, or dispose of the PROPERTY herein sold, to any person within a period of TEN (10) years commencing from the date of purchase, which period includes weekends and public holidays, should the PURCHASER, PURCHASERS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS intend to sell or let or dispose of the PROPERTY, the vendee shall then pay back the PROPERTY fee to the PURCHASER, PURCHASERS EXECUTORS, ADMINISTRATORS OR ASSIGNS at a market related price.

**12. DOMICILIUM**

12.1 All notices intended to the Purchaser shall be sent by registered mail to:

237 2088 Nubakura Development  
PO BOX 6083  
Violeton  
Northwest

which address is selected as the domicile of the SELLER and until any such address shall be deemed to have been duly amended by the Purchaser in writing. The SELLER shall be deemed to have accepted the address for notices unless the SELLER notifies the PURCHASER in writing within 14 days of the date of the agreement.

12.2 The SELLER chooses domicile of the SELLER as represented by any action which may flow from this agreement to:

7 General Saruna Muhammad Anwarul Rizki  
Tel: +6641-668 1111  
Fax: +6641-668 1011

or at any other address of which the SELLER shall have been notified by the PURCHASER in writing. The SELLER further agrees that a registered letter posted to P O BOX 30140, WINDHOLENS shall be deemed to have been received by the addressee within 3 (three) days from the date on which it was posted.

N. G. K. V. LA B

N. G. K. V. LA B

11.1.13 **ALIENATION OF VACANT BUILD TOGETHER ERVEN TO QUALIFYING BENEFICIARIES**

(C/M 2019/11/28 - M 1741, M 1742, M 2847, M 2848)

Ordinary Management Meeting of 14 November 2019, Addendum 8.7 page 32 refers.

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

**Introduction**

The purpose of the submission is to distribute vacant erven allocated to the Build Together Program to the next qualifying beneficiaries and also to reconsider the Build Together applications of Mrs Anna R Gowases; Mr Albert Hoeb and Ms Else Hoes, who were disqualified because their voter's cards were of other towns viz. Karibib, Otjiwarongo and Khorixas.

**Discussion**

On 31 May 2017 while discussing Build Together beneficiaries employed in other towns, Council resolved as follows:

- (a) That those applicants whose proof of employment and voters cards reflect that they are living in other towns but they submitted letters of intend to relocate to Swakopmund not be approved.
- (b) That applicants who submitted voter's cards of Swakopmund however proof of income reflected that they are working in other towns be approved.

Subsequent to the above resolution, applications with voter's cards reflecting other constituencies were disapproved. These included the applications of Mrs Anna R Gowases; Mr Albert Hoeb and Ms Else Hoes. Mrs Gowases was employed in Karibib at the air force of the Namibian Defence Force (NDF) but was transferred to the Naval base of the NDF in Walvis Bay during 2016 and in the same year to the Swakopmund State Hospital. Mr Hoeb works for the Ministry of Education and has been transferred to Arandis from Otjiwarongo during 2018. Ms Hoes is self-employed and has lived between Khorixas and Swakopmund. All 3 applicants are currently residing in Swakopmund.

To be in line with the resolution above, the three applicants changed their voter's cards to reflect Swakopmund Constituency:

- Anna R Gowases, ID No. 68020101640, Reference No. BT 64 (Annexure "A")
- Albert Hoeb, ID No. 77091500121, Reference No. BT 303 (Annexure "B")
- Else Hoes, ID No. 65042210024, Reference No. BT 332 (Annexure "C")

During the stock taking of all erven allocated to the Build Together Programme, the Community Development Services Department found that Erven 1741, 1742, 2847, 2848, Mondesa were transferred to the Build Together Programme by Council during 2008 but never allocated to beneficiaries. It has therefore become imperative that these erven be assigned to the next qualifying beneficiaries.

**Proposal**

In light of the above, it is therefore appropriate that the applicants with the new voter's cards above be reconsidered in order for them to participate in the Build Together Programme and be allocated with Erven 1741; 1742 and 2847, Mondesa; while the remaining Erf 2848, Mondesa be allocated to Ms Helena M Shigwedha, reference number BT 350 (Annexure "D") who is the next qualifying beneficiary on the waiting list.

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

**RECOMMENDED:**

- (a) That the Build Together application of Ms Anna Regina Gowases, ID No: 68020101640, Reference No. BT 64, be approved and she be allocated with Erf 1741, Mondesa.
  - (b) That the Build Together application of Mr Albert Hoaeb, ID No: 77091500121, Reference No. BT 303, be approved and he be allocated with Erf 1742, Mondesa.
  - (c) That the Build Together application of Ms Else Hoes, ID No: 65042210024, Reference No. BT 332 be approved and she be allocated with Erf 2847, Mondesa.
  - (d) That the loan and Erf 2848, Mondesa be allocated to Ms Helena Magano Shigwedha, ID No: 79122410279).
  - (e) That should the deed search prove that the five applicants above are not first time property owners, all transactions between Council and the beneficiaries be cancelled and they be ordered to return the erf to Council.
-

## ANNEXURE "A"

NAME	MR. S. S. SINGH
RESIDENCE	10/1, G. S. ROAD, KAROL BAGH, NEW DELHI - 110005
PROFESSION	MANAGER
EDUCATION	B.A., B.L., M.A., M.F.A., M.L.S., M.B.A., M.P.A., M.P.H., M.P.S., M.P.T., M.P.V., M.P.W., M.P.X., M.P.Y., M.P.Z., M.P.AA., M.P.AB., M.P.AC., M.P.AD., M.P.AE., M.P.AF., M.P.AG., M.P.AH., M.P.AI., M.P.AJ., M.P.AK., M.P.AL., M.P.AM., M.P.AN., M.P.AO., M.P.AP., M.P.AQ., M.P.AR., M.P.AS., M.P.AT., M.P.AU., M.P.AV., M.P.AW., M.P.AX., M.P.AY., M.P.AZ., M.P.AAA., M.P.AAB., M.P.AAC., M.P.AAD., M.P.AAE., M.P.AAF., M.P.AAG., M.P.AAH., M.P.AAI., M.P.AAJ., M.P.AAK., M.P.AAL., M.P.AAM., M.P.AAN., M.P.AAO., M.P.AAP., M.P.AAQ., M.P.AAR., M.P.AAS., M.P.AAT., M.P.AAU., M.P.AAV., M.P.AAW., M.P.AAX., M.P.AAY., M.P.AAZ., M.P.AAA., M.P.AAB., M.P.AAC., M.P.AAD., M.P.AAE., M.P.AAF., M.P.AAG., M.P.AAH., M.P.AAI., M.P.AAJ., M.P.AAK., M.P.AAL., M.P.AAM., M.P.AAN., M.P.AAO., M.P.AAP., M.P.AAQ., M.P.AAR., M.P.AAS., M.P.AAT., M.P.AAU., M.P.AAV., M.P.AAW., M.P.AAX., M.P.AAY., M.P.AAZ.
PROFESSIONAL QUALIFICATIONS	1. B.A. (1985), 2. B.L. (1987), 3. M.A. (1989), 4. M.F.A. (1991), 5. M.L.S. (1993), 6. M.B.A. (1995), 7. M.P.A. (1997), 8. M.P.H. (1999), 9. M.P.S. (2001), 10. M.P.T. (2003), 11. M.P.V. (2005), 12. M.P.W. (2007), 13. M.P.X. (2009), 14. M.P.Y. (2011), 15. M.P.Z. (2013), 16. M.P.AA. (2015), 17. M.P.AB. (2017), 18. M.P.AC. (2019)
EMPLOYMENT RECORD	1. 1985-1990, 2. 1991-1995, 3. 1996-2000, 4. 2001-2005, 5. 2006-2010, 6. 2011-2015, 7. 2016-2019
REMARKS	1. 1985-1990, 2. 1991-1995, 3. 1996-2000, 4. 2001-2005, 5. 2006-2010, 6. 2011-2015, 7. 2016-2019
DECLARATION	I hereby declare that the above information is true and correct to the best of my knowledge and belief.
SIGNATURE	[Signature]
DATE	28/11/2019

## ANNEXURE "A"

NAME	MR. S. S. SINGH
RESIDENCE	10/1, G. S. ROAD, KAROL BAGH, NEW DELHI - 110005
PROFESSION	MANAGER
EDUCATION	B.A., B.L., M.A., M.F.A., M.L.S., M.B.A., M.P.A., M.P.H., M.P.S., M.P.T., M.P.V., M.P.W., M.P.X., M.P.Y., M.P.Z., M.P.AA., M.P.AB., M.P.AC., M.P.AD., M.P.AE., M.P.AF., M.P.AG., M.P.AH., M.P.AI., M.P.AJ., M.P.AK., M.P.AL., M.P.AM., M.P.AN., M.P.AO., M.P.AP., M.P.AQ., M.P.AR., M.P.AS., M.P.AT., M.P.AU., M.P.AV., M.P.AW., M.P.AX., M.P.AY., M.P.AZ., M.P.AAA., M.P.AAB., M.P.AAC., M.P.AAD., M.P.AAE., M.P.AAF., M.P.AAG., M.P.AAH., M.P.AAI., M.P.AAJ., M.P.AAK., M.P.AAL., M.P.AAM., M.P.AAN., M.P.AAO., M.P.AAP., M.P.AAQ., M.P.AAR., M.P.AAS., M.P.AAT., M.P.AAU., M.P.AAV., M.P.AAW., M.P.AAX., M.P.AAY., M.P.AAZ.
PROFESSIONAL QUALIFICATIONS	1. B.A. (1985), 2. B.L. (1987), 3. M.A. (1989), 4. M.F.A. (1991), 5. M.L.S. (1993), 6. M.B.A. (1995), 7. M.P.A. (1997), 8. M.P.H. (1999), 9. M.P.S. (2001), 10. M.P.T. (2003), 11. M.P.V. (2005), 12. M.P.W. (2007), 13. M.P.X. (2009), 14. M.P.Y. (2011), 15. M.P.Z. (2013), 16. M.P.AA. (2015), 17. M.P.AB. (2017), 18. M.P.AC. (2019)
EMPLOYMENT RECORD	1. 1985-1990, 2. 1991-1995, 3. 1996-2000, 4. 2001-2005, 5. 2006-2010, 6. 2011-2015, 7. 2016-2019
REMARKS	1. 1985-1990, 2. 1991-1995, 3. 1996-2000, 4. 2001-2005, 5. 2006-2010, 6. 2011-2015, 7. 2016-2019
DECLARATION	I hereby declare that the above information is true and correct to the best of my knowledge and belief.
SIGNATURE	[Signature]
DATE	28/11/2019



ANNEXURE "B"

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ANNEXURE "B"



Republic of Namibia  
 Electoral Commission of Namibia  
 Voter Card

Name: ALBERTA  
 ID No: 77093000124  
 Region: Erongo  
 Constituency: Swakopmund  
 Local Authority: Helderberg  
 Date of Registration: 2016/07/20

Gender: Male  
 Signature: \_\_\_\_\_  
 VOTE 1908 001043

Barcode





11.1.14 **PROGRAMME FOR ORDINARY MONTHLY MANAGEMENT COMMITTEE AND COUNCIL MEETINGS FOR 2020**  
(C/M 2019/11/28 - A 2/3/1/1)

Ordinary Management Meeting of 14 November 2019, Addendum 8.8 page 42 refers.

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

1. Ordinary Management Committee- and Council meetings are determined in terms of Sections 14 and 24 of the Local Authorities Act, (Act 23 of 1992, as amended). In terms of the legislation, notices for meetings should be served at least seventy two (72) hours before the meeting. Management Committee and Council meetings are ordinarily held during the second and last Thursdays of the month respectively.
2. It is important to note that all Management Committee and Council meetings will be held on Last Thursdays, as per the tradition, except for the following day:

Meeting	Date of Meeting	Reason
Council	Tuesday, 28 April 2020	As a result of 01 May 2020 being Workers Day

3. Submissions to the Management Committee meetings ordinarily close on the last Friday of each month whilst Council is on recess during December.
4. The Regional and Local Authorities Elections took place on 27 November 2015 and the swearing-in of office bearers was on 04 December 2015. The Last election of Office Bearers took place on 18 December 2018.
5. Section 11(2)(c) of the Local Authorities Act (Act 23 of 1992, as amended) states that the annual election of office bearers must be held : "... on a date within a period of 30 days before the date on which the period of office of the Mayor or Chairperson or Vice-Chairperson of a Local Authority Council so elected expires." Therefore, the election of office bearers for 2019 is scheduled for Friday, 29 November 2019 at 10:00.
6. Attached as Annexure "A" is the proposed programme in respect of Ordinary Management Committee and Council meetings to be held during 2020. A calendar for the year 2020 is attached as Annexure "B".

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

**RECOMMENDED:**

- (a) That the programme for the Ordinary Management Committee and Council meetings for the period January until November 2020 (as per Annexure "A"), be approved.
  - (b) That the election of office bearers of Council for 2020 be arranged to take place on Friday, 27 November 2020.
  - (c) That the General Manager: Corporate Services and HR arranges with the local magistrate to chair and facilitate the election of officer bearers at the meeting scheduled for 27 November 2020.
  - (d) That the election of the Office bearers of Council for 2019 be arranged to take place on Wednesday, 04 December 2019.
-



**MANAGEMENT COMMITTEE – AND COUNCIL MEETINGS FOR THE YEAR 2020**

**ELECTION OF OFFICE BEARERS** (Refer to section 11 (2)(c) of the LA Act 2011, as amended.)  
**QUOTE:** "... on a date within a period of 30 days before the date on which the period of the Office of the Mayor or Deputy Mayor or Chairperson or Vice-Chairperson of a Local Authority Council is elected expires."  
**AGENDA OUT:** Friday, 23 November 2019     **DATE OF MEETING:** Friday, 23 November 2019 at 10:00

MONTH	MANAGEMENT COMMITTEE MEETING (08:00)			COUNCIL MEETING (19:00)	
	AGENDA OUT	AGENDA OUT	DATE OF MEETING	AGENDA OUT	DATE OF MEETING
JANUARY	Fri, 01 January	Fri, 7 January	Thurs, 09 January	Fri, 20 January	Thurs, 30 January
FEBRUARY	Fri, 01 February	Fri, 7 February	Thurs, 13 February	Fri, 21 February	Thurs, 27 February
MARCH	Fri, 01 March	Fri, 6 March	Thurs, 12 March	Fri, 20 March	Thurs, 26 March
APRIL	Fri, 27 March	Fri, 3 April	Thurs, 20 April	Thurs, 24 April	Thurs, 29 April
MAY	Fri, 01 May	Fri, 8 May	Thurs, 14 May	Thurs, 22 May	Thurs, 28 May
JUNE	Fri, 29 May	Thurs, 5 June	Thurs, 11 June	Fri, 19 June	Thurs, 25 June
JULY	Fri, 26 June	Fri, 3 July	Thurs, 09 July	Fri, 26 July	Thurs, 30 July
AUGUST	Fri, 11 July	Fri, 7 August	Thurs, 13 August	Fri, 21 August	Thurs, 27 August
SEPTEMBER	Fri, 28 August	Fri, 4 September	Thurs, 19 September	Fri, 19 September	Thurs, 24 September
OCTOBER	Fri, 26 September	Fri, 2 October	Thurs, 04 October	Fri, 20 October	Thurs, 26 October
NOVEMBER	Fri, 01 November	Fri, 6 November	Thurs, 12 November	Fri, 20 November	Thurs, 26 November
DECEMBER					

**RECESS**

11.1.15 **REQUEST FOR ASSISTANCE: ACCOMMODATION FOR POLICE OFFICERS DURING THE FESTIVE SEASON**  
(C/M 2019/11/28 - 3/15/1/5/2)

Ordinary Management Meeting of 14 November 2019, Addendum 8.9 page 44 refers.

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

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

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

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

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

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

**RECOMMENDED:**

- (a) That Council takes note of the accommodation and hostel staff members as per table below:

SERVICES PROVIDER (ERNST RUMPF AND ROMI HOSTEL)	AMOUNT
Accommodation	N\$6 000.00
Hostel Staff Members	N\$7 700.00
<b>Total Amount</b>	<b>N\$13 700.00</b>

- (b) That Council considers contributing an amount of N\$13 700.00 in kind towards the Namibian Special Police Force for the accommodation of the officers who will be assisting with crime prevention in Swakopmund during the 2019 / 2020 festive season.
- (c) That the Special Force Field be requested to assist with the safety and security at the Swakopmund Fair from 13-14 December 2019.
- (d) That the Ministry of Safety and Security ensure that the Special Field Force be deployed in Swakopmund full time.

- (e) That an amount of N\$13 700.00 be defrayed from the Accommodation Namibian Police Vote: 100510208300 where N\$120 000.00 is available.
  - (f) That NAMPOL be informed that Council received complaints from the public that members of the Special Field Force are violating the human rights of the members of the public when they are deployed in the community.
-



15



REPUBLIC OF NAMIBIA  
Department of Police



MINISTRY OF SAFETY AND SECURITY

Tel No : +264 (6) 410001  
Fax No : +264 (6) 403322  
E-mail : [Dirsp@police.na](mailto:Dirsp@police.na)

Our Ref : 100091  
Your Ref :

Office of the C. E. O.  
Municipality of Swakopmund  
SWAKOPMUND  
ERONGO REGION



RE: FINANCIAL ASSISTANCE: FESTIVE SEASON OPERATIONS: SWAKOPMUND POLICE STATION: ERONGO REGION

1. This office is busy with preparations to ensure that law and order is maintained during the upcoming festive period December 2019 to January 2020.
2. We intend to increase our existing manpower by requesting members of Special Reserve Force Division from Windhoek to come and assist us in conducting July crime prevention activities.
3. The members of Special Reserve Force, a total of 20 (twenty) members, will be accommodated at the school lease, Hana Room, for the period between 10<sup>th</sup> December 2019 and 09<sup>th</sup> January 2020. The members have to be provided with daily meals; it is for this reason that we request your financial assistance with the accommodation fee, as well as the daily meals.
4. The quotation for the accommodation fee is attached herewith for your perusal and further handling.

Yours faithfully Erongo side

M.P. JAEBER : CROSP  
STATION COMMANDER : SWAKOPMUND





ERONGO REGUJHINI, COLLEGE

DEPARTMENT OF EDUCATION, ARTS AND CULTURE  
HOSTELS SECTION

Tel: 084 439660

Private Bag 1021

Fax: 084 439629

0860076000

Enquiries: Mr. Mkhomo/ Mrs. Sisonke

084 439 6297

Date: 08 October 2019

TO: MINISTRY OF SAFETY AND SECURITY  
0812629751

ATTN: CHIEF INSPECTOR (MPSU)

RE: QUOTATION TO FURNISH SCHOOL HOSTEL ITEMS AS AT 10 OCTOBER 2019 - 5 JANUARY 2020.

Kindly receive the quotation as requested.

1. QUOTATION

1.1 Accommodation:

HOSTEL: Ernst Rumpf & Alberts Room/ Hostel

20 people	4	10	Sept. to Dec.	5000
			TOTAL	5000

1.2 Kitchen Facilities - per hostel:

Cooking Facilities:	100 per day	1 Sept. to	700
Cooking Facilities:	170 per day	8 Sept. to	150 EXEMPTED
Dining Hall:	250 per day	1 Sept. to	2000
			2600

1.3 Supervision and cleaning by hostel staff/numbers:

1	maîtres @	100 per day	x	25 days	=	2500
2	Cleaners @	150 per day	x	15 days	=	4500
				TOTAL		7000

**Ernst Rumpf and Moss River Hostel: GRAND TOTAL**

	ESTIM BOM
Accommodation	6000.00
Kitchen Facilities	0.00
Hostel Staff Members	7700.00
<b>TOTAL AMOUNT</b>	<b>13700.00</b>

Account details:

DOG SCHRAALHUIS

NEDBANK, SWAKOPMUND, CHICHO, 2100002751

The grand total should be credited to our account 5 to October 2019. Defensible breakage deposit is R2 000.00 Please take note that the hostel doesn't have water meter.

Should you have any queries, please do not hesitate to contact our office.

Sincerely yours,

  
 Mr. C. L. S. Mphahlele  
 REGIONAL DIRECTOR

11.1.16 **APPLICATION FOR THE RELAXATION OF ON-SITE PARKING ON ERF 211, SWAKOPMUND**  
(C/M 2019/11/28 - E 211)

Ordinary Management Meeting of 14 November 2019, Addendum 8.11 page 50 refers.

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

**1. Purpose**

The purpose of this submission is for Council to consider the application for the relaxation of on-site parking on Erf 211, Swakopmund.

**2. Introduction and Background**

An application was received from Messrs Brynard Kotze Architects Incorporated on behalf of Atlanta Building (Pty) Ltd, the owner of Erf 211, Swakopmund for the relaxation of on-site parking for the additional development on the erf. The application is attached as **Annexure A**.

**3. Ownership**

Ownership of Erf 211, Swakopmund vests with Atlanta Building (Pty) Ltd as held by Deed of Transfer No. 816/1950. It is attached as **Annexure B**.

**4. Locality, Zoning and Size**

Erf 211, Swakopmund is located in the Central Business District (CBD) along Hendrick Witbooi Street. The Erf is zoned "General Business" and measures 2 427.76m<sup>2</sup> in extent. Access to the Erf is currently gained via Hendrick Witbooi Street. The locality plan is attached as **Annexure C**.

**5. Discussion**

**5.1 Town Planning Scheme - Parking special provisions**

The Swakopmund Town Planning Scheme in Table D1 below stipulates that the parking requirement for hotels is 1 parking bay per 50m<sup>2</sup> of floor area and for shops and offices is 1 parking bay per 33.33m<sup>2</sup>.

**TABLE D1: Provision of Parking**

Residential buildings	1 per dwelling unit
Hotels	1 per 50m <sup>2</sup> of floor area
Pension & Bed & Breakfast	A minimum of 2 plus 1.5 per room
Shops and Offices	1 per 33.33m <sup>2</sup> of floor area, or as arranged with Council according to Clause 8.D/7.2

Places of Public Worship and Places of Instruction	1 parking bay per 10 seats or 10 members Min: 15 bays for funeral chapels; 8 bays for other uses
Institutional	1 per 2 beds or as determined by Council
Service Stations	At least one parking bay per 50 m <sup>2</sup> of the total floor area provided that the parking bays be clearly indicated for visitors.
All other uses	1 per 33,33m <sup>2</sup> of floor area

In addition to table D1, the Swakopmund Town Planning Scheme makes special provisions for parking in terms of Clause 6.20.3, which reads as follow:

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

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

## 5.2 The Proposal

It is the intension of the owners of Erf 211, Swakopmund to construct a hotel on the first floor of the building as well as retain the retail component on the ground floor of the building. The proposed hotel is envisaged to be comprised of sixty six (66) bedrooms.

Erf 211, Swakopmund is currently comprised of a double story commercial building of which the ground floor of this building is comprised of retail stores and according to the applicant, the first floor has a parking garage with 34 parking bays and residential flats.

According to the building plans submitted, the proposed building has a total of three floors and a total floor area of Six Thousand, Three Hundred and Sixty Eight point Five square meters (6 368.5m<sup>2</sup>). A total of Eighty Five (85) parking bays are required for this development. The current development on the erf only makes provision for 34 parking bays. The building plans have been attached as **Annexure A1**.

According to the applicant, the spatial layout of the existing parking garage and flats, the owners are restricted by the amount of additional parking that can be provided. The owners of Erf 211, Swakopmund intends to demolish the flats and utilize this area for parking as a mitigation measure. The demolition will however only result in an additional eighteen (18) parking bays, thereby bringing the deficit from fifty one (51) parking bays to thirty three (33) parking bays. Parking therefore remains insufficient. The developer is only able to provide fifty two (52) parking bays; the applicant herewith applies for relaxation of the amount of parking required for the proposed development. The demolition plans have been attached as **Annexure A2**.

## 6. Evaluation

The applicant has stated as their motivation that both Hendrick Witbooi Street and Daniel Tjongarero Avenue have ample parking bays to accommodate the shortfall and that Council should consider this development on this basis. Hendrick Witbooi street is one of the busiest streets in the CBD, primary due to the fact that the Hansa Hotel is also in the same street and guests at that hotel tend to make use of the parking bays provided on the street. These parking bay are not exclusive to the use of these two hotels only, but are supposed to serve other businesses in this street as well. The motivation of the applicant is therefore prejudiced.

Council currently does not have available parking to be allocated and purchased by the developer; therefore option (a) in terms of Clause 8.20.3 of the Swakopmund Town Planning Scheme provisions is out of consideration. Furthermore options (b) of the aforementioned scheme can also not be considered as it has been observed that there is a shortage of parking particularly in this area.

Council at its meeting held on **25 April 2019** under item number 11.1.18, resolved with respect to an application that was submitted for parking relaxation on Erf 210, Swakopmund the following:

- (a) That the application by Meers Mackintosh Lautenbach Architects to construct parking bays at the Tug and the Jetty area in lieu of on-site parking be turned down as Council has already committed to construct parking bays at the Tug and Jetty area.
- (b) That the developer takes note that it is his responsibility to provide parking for the proposed development, preferably on-site.
- (c) That no building plans be approved if parking provision is insufficient.
- (d) That the proposed development be scaled down in order to ensure that adequate on-site parking is provided as per the requirements of the Swakopmund Town Planning Scheme.

The decision of Council as presented above is currently used as an interim policy to guide future similar applications, one such

application being the case of Erf 211, Swakopmund, which is herewith presented. Given the aforementioned case, it is evident that Council currently does not support applications for parking relaxation in lieu of on-site parking. Council can also not afford accepting money and obligation for the provision of parking.

It should be the responsibility of the developer to provide adequate parking for proposed developments, preferably on site. Failure to provide adequate parking on site results to the scaling down of the development to the development size that can accommodate the required number of parking on site, or alternatively omit the development contemplated if there is no sufficient land on site to accommodate the required number of parking, as in this case.

#### **7. Conclusion**

The responsibility for the provision of on-site parking should be that of the developer. The developer should therefore be advised that the parking pays that are in deficit cannot be absorbed by those along Hendrick Witbooi Street as those also serve other businesses. Furthermore, Council cannot take responsibility for providing parking in response to the deficit.

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

#### **RECOMMENDED:**

- (a) That the application by Messrs Brynard Kotze Architects Incorporated for parking relaxation on Erf 211, Swakopmund be turned down.
  - (b) That the developer takes note that it is his responsibility to provide parking for the proposed development, preferably on-site as per the requirements of the Swakopmund Town Planning Scheme.
  - (c) That no building plans shall be approved if parking provision is insufficient.
  - (d) That the parking site on Erf 211, Swakopmund has already been exhausted therefore no further additions to the development.
-

brynard  
kotze  
architects  
incorporated

21:TP  
- Please assess and  
cost and discuss  
- I have assessed

Handwritten signature  
of the architect

Brynard Kotze  
Architects Incorporated  
101-103  
www.bkarchitects.com

OUR REF: MK20-211  
23 April 2019

The Town Engineer  
Municipality of Swakopmund  
PO Box 53  
Swakopmund



Att: To whom it may concern...

Re: MOTIVATION FOR RELAXATION OF PARKING - 02P 211, SWAKOPMUND

Dear Sir

We act on behalf of our client, Atlanta Building (Pty) Ltd (owner of 02P 211, Swakopmund).

As per Clause 5 part # 2.7(c) of the Swakopmund Town Planning Scheme, we herewith apply for the relaxation of the amount of parking required for the above property, alternatively applying to purchase additional parking space from the Municipality in lieu of the shortcoming.

- Number of parking's required (1 per 50m <sup>2</sup> )	- 85
- Number of parking's provided	- 52
- Shortcoming in parking's	- 33

**Motivation for Relaxation in Parking Required**

The above property currently consists of a double storey commercial building, of which ground floor comprises of retail stores and the first floor comprises of a parking garage (with 54 parking bays) and residential flats. Due to the spatial layout of the existing parking garage and flats we are restricted by the amount of additional parking bays that can be provided. By demolishing the flats and utilizing their area, we are only able to provide an additional 18 parking bays, leaving us with a total of 52 parking's.

We would like to motivate that both streets Willem Street and Daniel Cysengalis Ave have ample parking bays to accommodate this shortfall.

I therefore kindly request your favourable consideration for the above, please contact writer should you require any additional information.

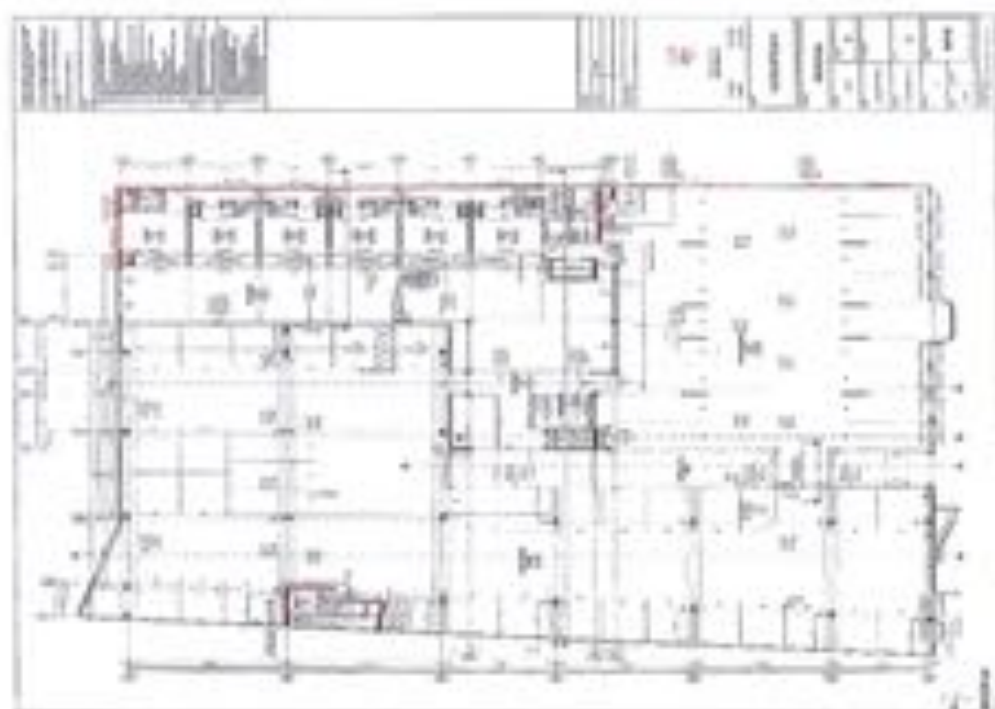
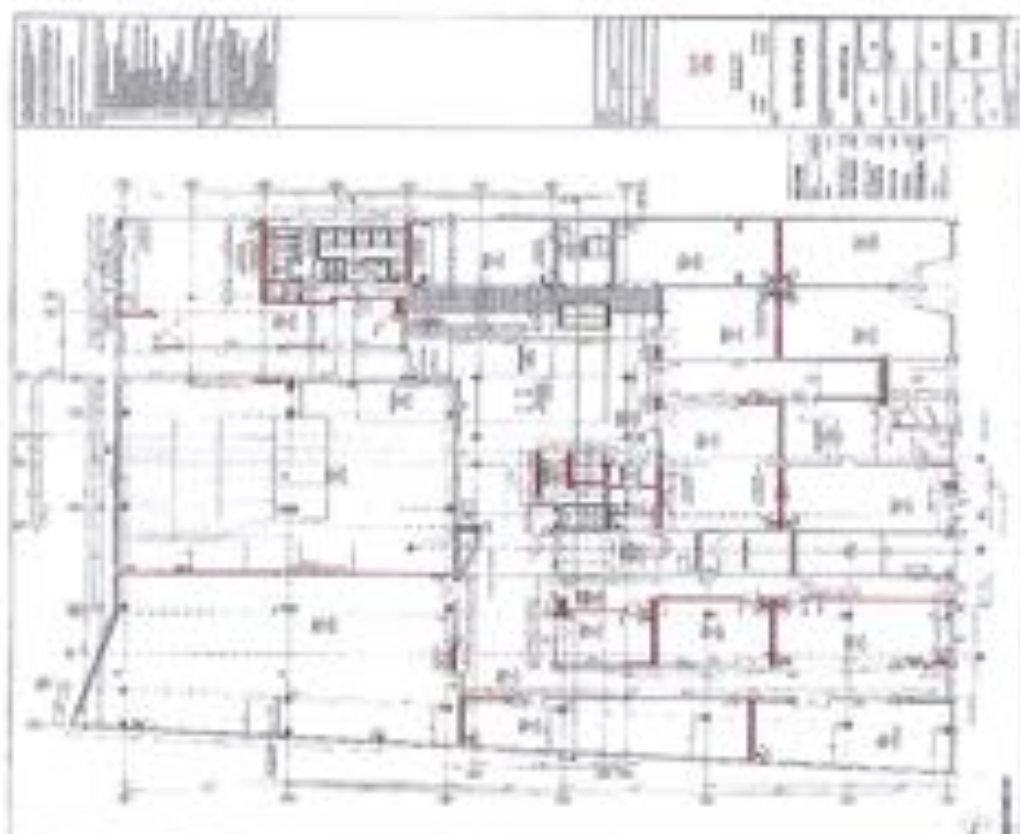
Kind regards

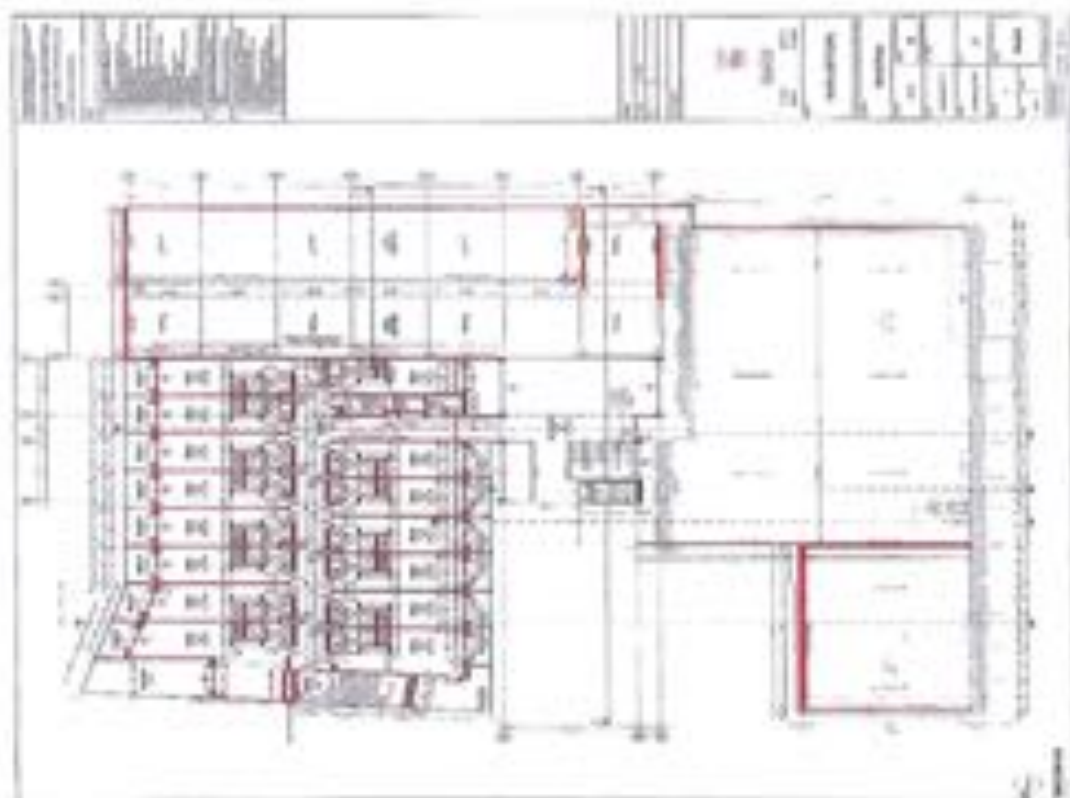
Handwritten signature of Brynard Kotze

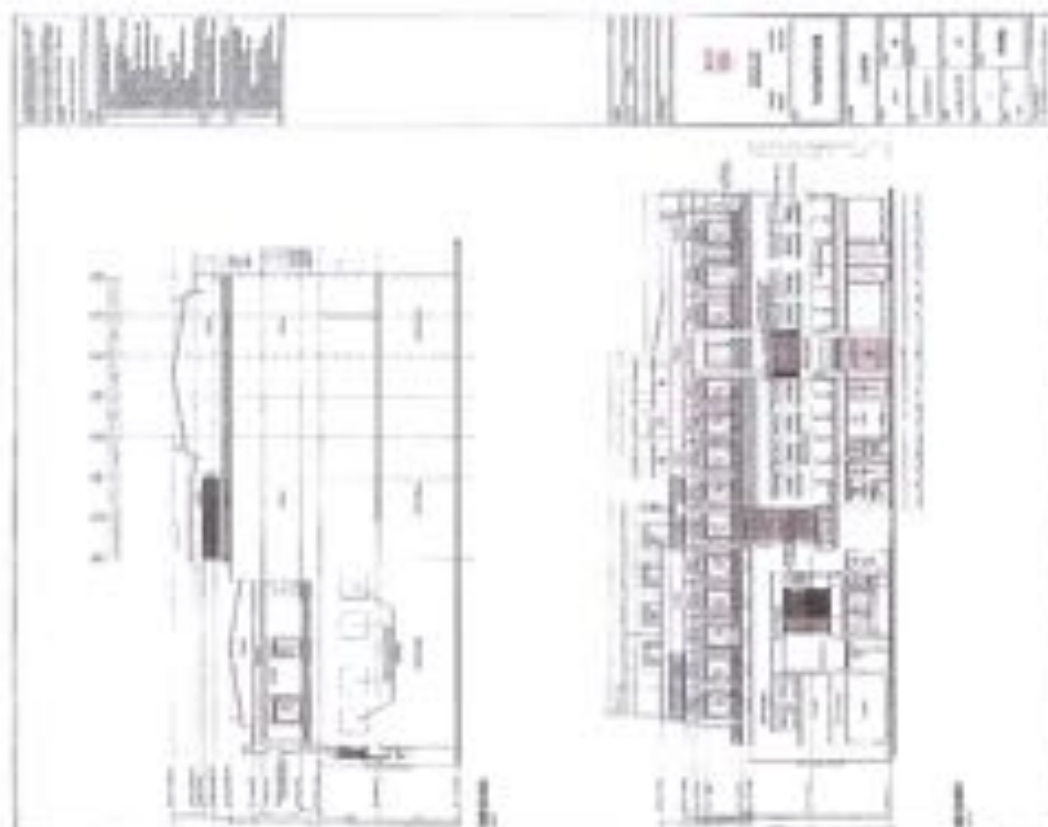
Brynard Kotze  
Principal Architect



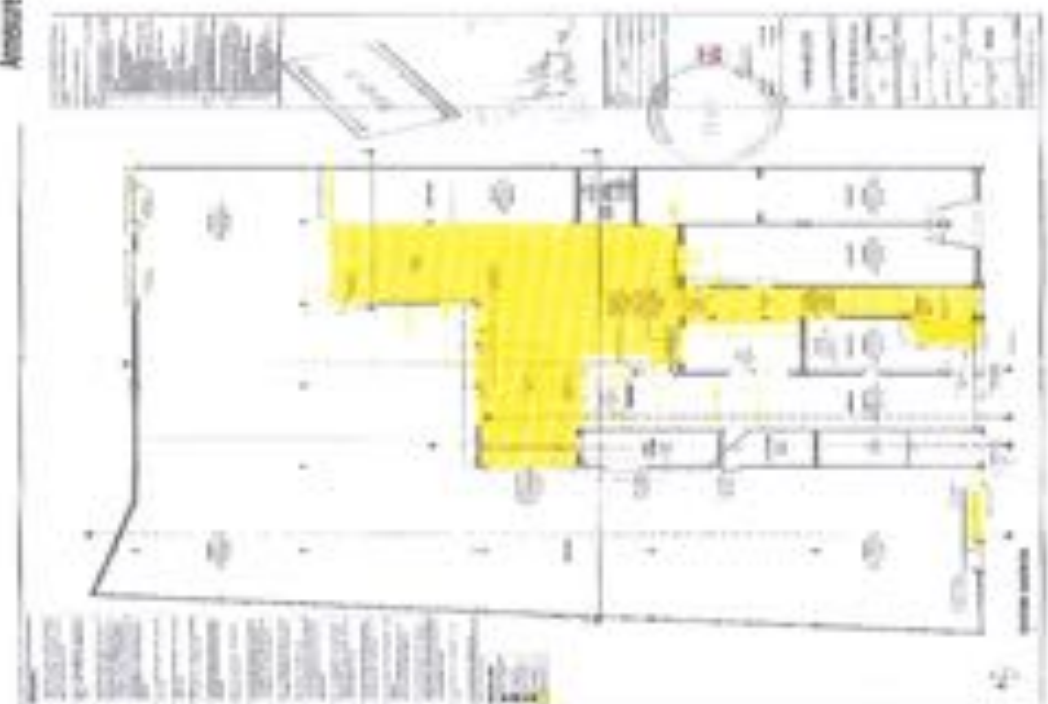








Measure A2



Appendix B



**Deed of Transfer.** *No. 100/19*




**WITNESSETH** that the above named parties have agreed before me, Registrar of Deeds at Windhoek, in the said Province, that they have entered into a Deed of Transfer as follows:

THAT **THE SELLER** *THE SELLER'S NAME*  
 HAS TRANSFERRED TO **THE BUYER** *THE BUYER'S NAME*  
 THE PROPERTY *DESCRIPTION OF PROPERTY*  
 IN THE DISTRICT OF *DISTRICT NAME* AND THE PARCEL *PARCEL NUMBER*

THIS DEED OF TRANSFER WAS MADE AND SIGNED BY THE PARTIES ON THE *DAY* day of *MONTH*, 20*YEAR* and signed in presence of *NUMBER* witnesses.







11.1.17 **APPLICATION FOR THE REZONING OF ERF 1332, TAMARISKIA FROM "INSTITUTIONAL" TO "GENERAL BUSINESS"**  
(C/M 2019/11/28 - T 1332)

Ordinary Management Meeting of 14 November 2019, Addendum 8.12 page 69 refers.

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

**1. Purpose**

The purpose of this submission is for the Council to consider the application for the rezoning of Erf 1332, Tamariskia, Extension 2 from "Institutional" to "General Business".

**2. Introduction and Background**

An application for the rezoning of Erf 1332, Tamariskia, Extension 2 from "Institutional" to "General Business" was received by the Engineering Services from Messrs Stewart Planning Consultants on behalf of the registered owner Messrs Coastal Veterinary Clinic CC. The application is attached as **Annexure A**.

**3. Zoning, Locality and Size**

Erf 1332, Tamariskia is zoned "Institutional" and measures 1550m<sup>2</sup> in extent. The Erf is situated in Tamariskia Extension 2, in a mixed use neighbourhood.

**4. Ownership**

Ownership of Erf 1332, Tamariskia, Extension 2 vest with Coastal Veterinary Clinic CC as indicted in the Deed of Transfer T4290/2019.

**5. Access and parking**

Access to Erf 1332, Tamariskia, Extension 2 is obtained via right of way servitude over Erf 577, Tamariskia and connects to Franziska van Neel Street. Parking for the proposed development will be provided on-site in accordance with the provision of the Swakopmund Town Planning Scheme.

**6. Advertisement**

The proposed rezoning of Erf 1332, Tamariskia, Extension 2 was advertised on the **28 June** and **5 July 2019**, in the Namib Times newspaper. An onsite notice was placed on the premises for public comments and neighbouring property owners were notified by registered mail letters informing them of the intent. The closing dated for objections to the proposal was **19 July 2019**. No objections were received by closing time of objection.



**7. Proposal**

The owner of Erf 1332, Tamariskia, Extension 2 intends to rezone the property from "Institutional" to "General Business" in order to construct a custom architect designed multi-storey building that will be a focal point in this node and that will complement the surrounding and adjacent mixed use node.

**8. Discussion**

The applicant applied to Council for the change in use of the property from "Institutional" to "General Business"; however, the applicant did not specify the bulk to be allocated to the use. The rezoning to general business can be supported by Council because it is in line with the surrounding amenities and no objections were received from the general public or immediate neighbours. In order for Council to have control over developments and height, the rezoning on Erf 1332, Tamariskia, Extension 2 can be supported with a maximum bulk of 1.0.

Additionally, note should be taken that no access will be permitted to connect from Daniel Kamho Street due to a number of safety reasons because it is an arterial route.

**9. Conclusion**

The proposed rezoning is in line with the Swakopmund Town Planning Scheme and can be supported, however with a maximum bulk of 1.0.

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

- (a) That the rezoning of Erf 1332, Tamariskia, Extension 2 from "Institutional" to "General Business" with a bulk of 1.0 be approved.
  - (b) That the rezoning of Erf 1332, Tamariskia, Extension 2 be included in the next Swakopmund Amendment Scheme.
  - (c) That Erf 1332, Tamariskia, Extension 2 be subject to a betterment fee calculated according to the betterment fee policy of 2009 and be paid by the applicant before any submission of building plans to the Engineering Services Department for approval.
  - (d) That all the parking be provide on-site in line with the Swakopmund Town Planning Scheme.
  - (e) That no access be permitted from Daniel Kamho Street.
  - (f) That the right of way servitude be surveyed and registered over the Remainder of Erf 577, Tamariskia, Extension 2 in favour of Erf 1332, Tamariskia Extension 2.
  - (g) That the applicant be informed of his / her right to appeal the Council decision in terms of (a) above to the Minister of Urban and Rural Development with valid reasons within twenty eight (28) days from the date of the decision in accordance with clause 8 of the Swakopmund Town Planning Scheme.
-



**STEWART PLANNING**  
TOWN & REGIONAL PLANNERS

First Floor OLA Building  
65/100a Pra-Cornish Street  
Windsor

P.O. Box 2005  
Tel: 02447 280 770  
Email: [Town@Stp.com.au](mailto:Town@Stp.com.au)

13127

14 October 2019

**ZONING APPLICATION: CIP 13127 TAMARISKA EXTENSION 2**  
From: Institutional To: General Business  
And: Acquisition Right of Way Access Servitude over Remainder of 547 Tamariska Extension 2

To

Manager: Town Planning,  
Municipality of Sandbagmond, P.O. Box 54,  
c/o Babinda Street and Daniel Kanha Avenue,  
Sandbagmond.

**Application**

Re zoning of erf 1312 (a portion of erf 600) Tamariska Extension 2.

• Current Zoning:

Institutional

• Proposed Zoning:

General Business

• To Permit:

Business Premises, Offices, Shops and Flats.



**1. Site description**

• **Site:**

Erf 1312 (a portion of erf 600) Tamariska Extension 2.

• **Location:**

Mid block (with no formal street access), between Daniel Kanha Avenue and Prinsdike van Rood Street.



- **Ownership:**

Currently registered in the name of Histochem Laboratories (Namibia) (Pty) Ltd,  
being transferred to Coastal Veterinary Clinic CC.

There are no restrictive conditions of title or site servitudes that influence or affect the application.

- **Size:**

1,500m<sup>2</sup>.

- **Current Land Use on Site:**

Site is currently vacant and undeveloped, and situated in a well established, mixed use social/ community, business and medical/ para-medical neighbourhood.



- **Access:**

The site has no formal street access.

The subdivision application, to create erf 1882 Tamariskia Extension 2, incorrectly assumed access was available from erf 1888 (previously erf 1818) Tamariskia Extension 2.

As part of this rezoning application, access to erf 1882 Tamariskia Extension 2 will be provided via a reciprocal right of way access servitude of varying widths from Fransiska van Noid Street over Remainder erf 1877 Tamariskia Extension 2.

No access will be permitted to/ from the site via Emdel Karimh Avenue.

- **Existing Infrastructure:**

The site is connected to usual public infrastructure: electricity, water, sewerage and telecommunications.

- **Topography:**

The site is compact, level, flat and well above the waterline.

## 2. Proposed Development

### Scope of Activity:

To date no development plans of the site for a potential mixed-use business development have been prepared. The intention is to develop a custom architect designed multi-storey building that will be a focal point in this node and that will complement the surrounding and adjacent mixed-use node.

Due to the site size/site shape it is considered that the relationship between height, coverage, building space, access, parking/manoeuvring space and garden/open space for any future development will "work" on site.

Theoretically, the site could be developed by a two/three-storey building comprising of:

- Medical facilities on the ground floor;
- Offices on the first/second floor;
- Open on-site parking to be in terms of Council requirements.

The site has the potential for General Business rights because it is part of a well-established mixed-use but predominantly medical/ para-medical/ institutional node. The main focus of this node is medical and medical related land uses. Integrated into this node are various business uses ranging from the municipal town hall, shops, offices, a plant nursery and general business activities. The mixed-use nature of the local area confirms the compatibility of business, institutional and residential land uses. Therefore, any change from institutional to General Business is unlikely to change, or negatively affect, the character of this node.

Although some business and institutional uses and buildings are vacant which implies a current oversupply of business and institutional rights, in the medium to long term the demand and economic outlook for business and related social/ community/ institutional developments in this node is positive.

### 3. Motivation

#### Principle

The change of use from institutional to general business is supported by the fact that the site is part of a well-established mixed-use node. Therefore, it would be a fitting place for a multi-storey mixed-use business development which is, in the near future, surely to be surrounded by other similar developments.

A multi-storey mixed-use business development will include all business activities permitted as a primary right in terms of the general business zoning – these being medical (such as doctors consulting rooms), retail (such as a shop selling goods to the public, hairdresser, taker and a laundry depot), business premises (such as banks), offices, accommodation establishments (such as a bed and breakfast, hotel pension, guest house and self-catering) and high density residential development.

The market demand will determine which of these mixed-use businesses will be established in the redeveloped buildings.

#### Expansion of the Mixed-use Business Node and the Demand for Business Space

The existing mixed-use business node (bounded by Vrede Konde Avenue, Smith Street, Fransiska van Nieel Street and Oostel Kenho Avenue) is expanding around the site and therefore it is well suited for a business zoning.

With this expansion comes changing land use. Erven in this node are slowly being rezoned for higher intensity and other business uses. The use of the site for only institutional activities is, therefore, no longer viable as the character of the area is changing. Due to the change to higher intensity uses the land value of the site has increased significantly.

Allowing higher intensity uses within this node ensures that a town stays compact and does not sprawl. This results in the efficient use of service infrastructure which in turn does not put strain on all municipal services. It also saves time and money for workers who would otherwise have to travel great distances to and from work.

The site will have access to Fransiska van Nieel Street which is an important north-south collector road in Swakopmund. Fransiska van Nieel Street has experienced an increase in traffic along it due to the growth in the number of established businesses and people living in Swakopmund.

With the recent economic growth of Swakopmund the need for small scale, medical/ para-medical, decentralised office and business-related space has increased proportionately. The development would help to ease this need for well-located business space.

**Integrated Land Use**

Swakopmund's economy and the number of residents are growing at an ever-increasing rate and therefore the demand for business space is also growing.

The use of the site for a multi-storey mixed use business development will complement the existing and future change taking place in the local area. Planned re-zonings to business from local authority and institutional are concurrently being planned in the wider area which is proof of the expansion of this node.

**Character of the Area and Neighbourhood Amenity**

The surrounding area has a mixed-use character, predominantly medical/para-medical/institutional functions but including offices, retail and high-density residential development. These uses are all complementary to the proposed use of the site for mixed-use business development. It is clear, therefore, that the land use in the local area is flourishing to mainly business and is supported by this application.

The development of the site will, in the long term, be at an appropriate scale that will not create a visual intrusion. Nor will it result in any loss of privacy to adjacent properties either in the short term or in the long term. Mixed use business activities are user-compatible with the character of the wider area.

The development of the site will add to the confidence and enthusiasm of residents, existing and potential entrepreneurs and visitors to Swakopmund that, as a town, it is vibrant, positive and exciting which will add to these people's well-being and positive attitude.

**Economic Considerations**

The development will lead to employment creation during the construction phase and during future operation phase. Once operational, the businesses will render a service at a cost within the economy, employ staff, pay rates and taxes and pay service charges.

The rezoning to general business is of benefit to the Council through the paying of betterment fees and increase in rates and taxes and service charges.

Local jobs, increased sales in the local retail outlets and consequently a stimulation of the local economy will flow from the proposed development.

**Accessibility, Traffic and Parking Impact**

The site will have access to Fransiska van Rooy Street which is an important north-south collector road in Swakopmund. Fransiska van Rooy Street has experienced an increase in traffic along it due to the growth in the number of established businesses and people living in Swakopmund. Therefore, the site will be highly accessible, from all directions, to clients and service providers of the companies in the development. These companies, in turn, will have easy access to other services and business activities because of their central, accessible location. A business development is not reliant on passing traffic, but it does require easy access to the local traffic and transport system.

The proposed building will not generate traffic volumes that will impact on the capacity of the local road network. Local roads cope well with existing traffic, are well designed and have good sight distances for safe traffic movements.

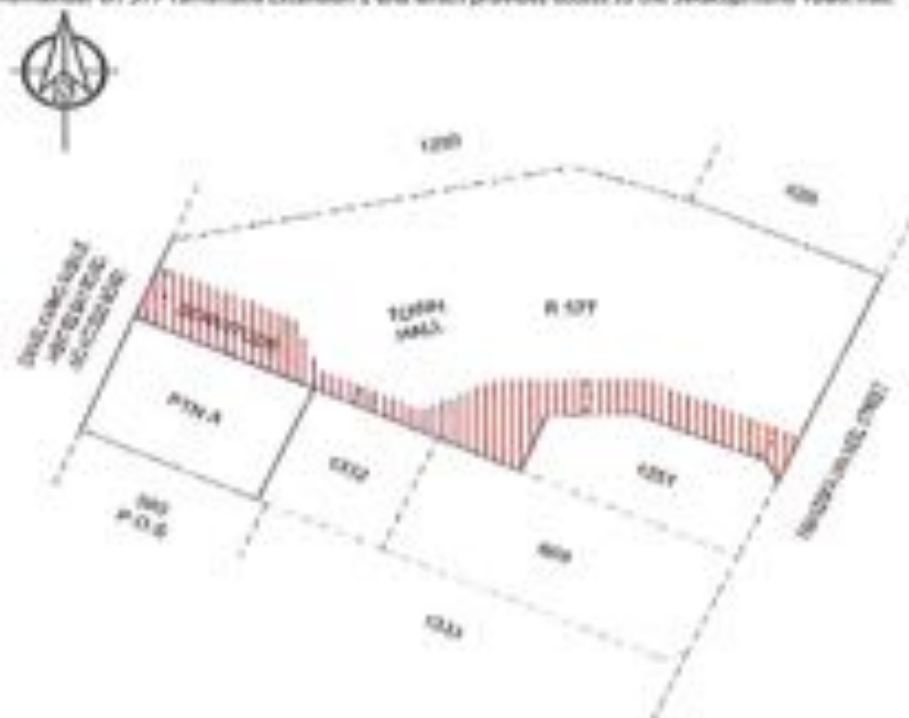
Adequate on-site parking, in accordance with Council requirements, will be provided for the proposed buildings.

It is unlikely that the development will cause any additional traffic noise, disturbance, pollution or create any conditions to cause traffic accidents.

**Reciprocal Right of Way Access Servitude**

The site has no formal street access. The subdivision application, to create erf 1332 Tamariska Extension 2, incorrectly assumed access was available from erf 1333 (previously erf 1133) Tamariska Extension 2.

Therefore, as part of this zoning application, access to erf 1151 Tamaritla Extension 2 will be provided via a reciprocal right of way access servitude of varying widths from Fransiska van Nard Street over Remainder erf 577 Tamaritla Extension 2 in favour of erf 1151 Tamaritla Extension 2 – servitude sketch below. This reciprocal right of way access servitude follows the alignment of an informal road (pavement and cartway) on Remainder erf 577 Tamaritla Extension 2 and which provides access to the Sevakopmond Town Hall.



There is redundant land between the reciprocal right of way access servitude and the site (and Remainder erf 577 Tamaritla Extension 2) that could be used for landscaping and/or overflow parking and/or parking for the proposed development on the site – parking sketch plan below. These development proposals will be agreed and implemented at the development stage.



No access will be permitted to/ from the site via Isabel Kambe Avenue.

#### 4. Public Notification

Advertised in one local newspaper: North Times.

On: 28 June and 5 July 2019.

Closing date for objections: 15 July 2019.

Other methods of Notification Used: Letters sent through registered mail to neighbours.

Site notices placed on site and at Council/Moika Road simultaneously with newspaper adverts.

No written objections against the rezoning or queries were raised by the public against the rezoning.

One letter of support for the rezoning was received from an adjacent neighbour.

#### 5. Summary and Conclusions

There are no sound reasons which make erf 1332 Tamaritola Extension 2 suitable to be rezoned from Institutional to General Business.

- ✓ The principle of business development on the site is considered to be in order and acceptable, and for which there is a great demand.
- ✓ The site is part of an existing and well established retail use business node.
- ✓ The development of mixed use business activities provide for integrated land use planning.
- ✓ The character and amenity of the local area will not be negatively affected by the development.
- ✓ Council and the wider economy will benefit from the betterment payment, increases in rate and taxes, job creation and increased retail sales.
- ✓ The development will not result in any negative traffic and parking impacts and the small increase in traffic in the area will not cause any problems to the local road network.

#### 6. Documentation

Attached please find copies of the following documents for your further consideration:

- A. Newspaper Notices;
- B. Adjacent owners' letter, objection form and particulars notice, registered mail;
- C. Letter of support for the rezoning application;
- D. Affidavit;
- E. Title Deed/ Sale Agreement;
- F. Close Corporation Founding Statement;
- G. Power of Attorney/ Close Corporation Resolution.

Council is requested to support the rezoning of erf 1332 Tamaritola Extension 2 from Institutional to General Business and to simultaneously support the registration of a reciprocal right of way access servitude of varying widths from Frankita van Nooi Street over the roadbed of 577 Tamaritola Extension 2 in favour of erf 1332 Tamaritola Extension 2.

I trust that the attached documents are in order and will meet your favourable approval. Please contact me should you need any additional information.

Yours faithfully,

  
Bruce Stewart  
Maverik Planning







ANNEXURE C



**STEWART PLANNING**  
TOWN & REGIONAL PLANNERS

**OBJECTION FORM**

**REZONING APPLICATION: 1332 TAMARISKIA EXTENSION 2  
INSTITUTIONAL TO GENERAL BUSINESS**

Name: Histochem Laboratories (Namibia) (Pty.) Ltd.

Address: Pathway Park, Nicola Balthasa Street, M1 City

Address: Cape Town

I, the owner of Premises/lot 689 Tamariskia Extension 2

Do not object to

Please tick where applicable, for example:

Object to



**REZONING APPLICATION: 1332 TAMARISKIA EXTENSION 2**

If objecting, please state your reason(s):

Signature: 

Date: 29/06/2019

Please take note that comments should reach Stewart Planning by 19 July 2019



ANNEXURE E



**LUDWIG SCHRÖDER**  
ESTATE AGENTS CC  
Pretoria, Johannesburg, Cape Town, Durban

100, 101 & 102/103  
The Square, 2001  
Pretoria, 0001  
Tel: +27 (0)11 450 1111  
Fax: +27 (0)11 450 1112  
E-mail: info@ludwigschroeder.co.za  
www.ludwigschroeder.co.za

## AGREEMENT OF PURCHASE AND SALE OF IMMOVABLE PROPERTY

### 1. PARTIES

#### 1.1 BETHCHEM LANGRANSBOS (PMBELA) (PROPRIETARY) LIMITED

a company duly registered in accordance with the laws in force under Registration Number: 2008/00000000/07, herein represented by JULIE BRADSHAW (Director) and \_\_\_\_\_, in their respective capacities, and duly authorized thereto

PO Box PostOne Park Neels Botma St  
Ni City Cape Town South Africa

E-mail: julie@postone.com and/or \_\_\_\_\_  
(Name after referred to as "the Seller")

#### 1.2 COASTAL VETERINARY CLINIC CC

a close corporation duly registered in accordance with the laws in force under Registration Number: 2008/00000000/07, herein represented by DIETHELD WINTERBACH and HARTMUT WINTERBACH, in their capacity as MEMBERS and duly authorized thereto

PO Box 126  
Sindrigemond  
E-mail: landbouw@coastal.com and/or coastal@coastal.com

(Name after referred to as "the Purchaser")

### 2. INTERPRETATION:

In this Agreement, unless the context indicates otherwise, the following expressions shall have the meanings assigned to them hereunder:

#### 2.1 the PROPERTY:

**CERTAIN:** Erf No. 120 (A PTN OF ERF 602, TAMARISKA, Extension No. 1)  
**SITUATE:** In the Municipality of Sindrigemond, Registration Division "G", Orange Region  
**MEASURING:** 109 (One Hundred Nine Hundred and Fifty) square metres

*[Handwritten signatures]*

NAME OF CORPORATION COASTAL VETERINARY CLINIC C.O.

REGISTRATION NUMBER CC 20091792

PART C

MEMBERS 3 (07/19)

Full names and surnames KARTHOUT MONTENAGRE

	Year	Month	Day
Identity number or date of birth	01	4	4
Passport number	02		

Percentage of interest 50%

Particulars of contribution 2000.00

Residential address 89 BRACKEN STREET, SWAKOPMUND, NAMIBIA

Postal Address P.O. BOX 5194, SWAKOPMUND, NAMIBIA

Signature of member or representative

Full names and surnames THEBEARDY NGOMENGLDT

	Year	Month	Day
Identity number or date of birth	01	8	8
Passport number	02		

Percentage of interest 50%

Particulars of contribution 2000.00

Residential address 11 GARDNER STREET, SWAKOPMUND, NAMIBIA

Postal Address P.O. BOX 136, SWAKOPMUND, NAMIBIA

Signature of member or representative

Witness Signature [Signature] Date of signature 14/09/19

Full name SOMIA BURGER

Residential address 126 FIFTEENTH STREET, WALVIA BAY, NAMIBIA

Business address FINANCIAL CONSULTING SERVICES C.C. 29 BORN/OSHR STREET, SWAKOPMUND, NAMIBIA

Postal address P.O. BOX 6176, WALVIA BAY, NAMIBIA

**SPECIAL POWER OF ATTORNEY**

We, the undersigned,

**DIETHARDT RODENWOLDT AND HARTMUT WINTERBACH**

In our capacity as Members of

**COASTAL VETERINARY CLMBC CC**

being the registered owner of

**ERF 1332 (A PORTION OF ERF 688) TAMARISKIA EXTENSION 2**

do hereby nominate, constitute and appoint

**STEWART PLANNING  
TOWN AND REGIONAL PLANNERS  
P O BOX 2995, WALVIS BAY, NAMIBIA**

with the power of substitution, to be our lawful Attorney and Agent in our name, place and stead, to make the necessary application to the Municipal Council of Swakopmund and/or the Townships Board, and/or Namibia Planning Advisory Board for the

**REZONING OF ERF 1332 TAMARISKIA EXTENSION 2  
FROM INSTITUTIONAL TO GENERAL BUSINESS**

at the cost of the applicant and generally for effecting the purpose aforesaid, to do or to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes as we might or could do if personally present and acting herein - hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever our said Attorney and Agent shall lawfully do or cause to be done, by virtue of these presents.

This signed at Swakopmund

on this 17th day of June 2106, in the presence of the undersigned witnesses:

  
DIETHARDT RODENWOLDT

  
HARTMUT WINTERBACH

**WITNESSES**

NAME Herrner Rodenwoldt

NAME Ulrike Rodenwoldt

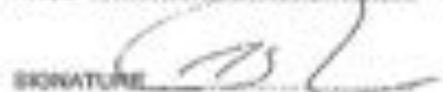
SIGNATURE 

SIGNATURE 

ANNEXURE G

**CLOSE CORPORATION RESOLUTION**RESOLUTION OF THE MEMBERS OF  
COASTAL VETERINARY CLINIC CCDuring a meeting held on the 17th day of June 2019 at Swakopmund we, the undersigned,  
DIETHARDT RODENWOLDT AND HARTMUT WINTERBACHin our capacity as Members of  
COASTAL VETERINARY CLINIC CCbeing the registered owner of  
ERF 1332 (A PORTION OF ERF 688) TAMARISKHA EXTENSION 2

do hereby resolve, constitute and appoint

STEWART PLANNING  
TOWN AND REGIONAL PLANNERS  
P O BOX 2995, WALVIS BAY, NAMIBIAwith the power of substitution, to be our lawful Attorney and Agent in our name, place and  
stead, to make the necessary application to the Municipal Council of Swakopmund and/or  
the Townships Board and/or Namibia Planning Advisory Board for theREZONING OF ERF 1332 TAMARISKHA EXTENSION 2  
FROM INSTITUTIONAL TO GENERAL BUSINESSThat signed at Swakopmund  
on the 17th day of June 2019, in the presence of the undersigned witnesses  
DIETHARDT RODENWOLDT  
HARTMUT WINTERBACH**WITNESSES**NAME Herman RodenwoldtNAME Ulrike RodenwoldtSIGNATURE SIGNATURE 

11.1.18 **REZONING OF ERF 9794 SWAKOPMUND FROM "GENERAL RESIDENTIAL Z" WITH A DENSITY OF 1:250M<sup>2</sup> TO "GENERAL BUSINESS"**

(C/M 2019/11/28 - E 9794)

Ordinary Management Meeting of 14 November 2019, Addendum 8.13 page 99 refers.

---

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

**1. Purpose**

The purpose of this submission is for the Council to consider the application for the rezoning of Erf 9794, Swakopmund, from "General Residential Z" with a density of 1:250m<sup>2</sup> to "General Business" for purposes of constructing the service station.

**2. Introduction and Background**

An application for the rezoning of Erf 9794, Swakopmund, from "General Residential Z" with a density of 1:250m<sup>2</sup> to "General Business" was received by the Engineering Services from van der Westhuizen Town Planning & Properties on behalf of the registered owner, the Municipal Council of Swakopmund. The application is attached as **Annexure A**.

**3. Zoning, Locality and Size**

Erf 9794, Swakopmund is currently zoned "General Residential Z" with a density of one dwelling per 250m<sup>2</sup>. The Erf is located in Extension 39, alongside the Henties Bay Road. Erf 9794, Swakopmund measures approximately 4447m<sup>2</sup> in extent and currently accommodates a residential dwelling with two outbuildings.

**4. Ownership**

Ownership of Swakopmund Extension 39 on Farm 249 within which Erf 9794, Swakopmund is situated vests with Municipal Council of Swakopmund as indicated in of Certificate of Registered Title No. T0893/2019. The Certificate of Registered Title is attached as **Annexure B**. The applicant is however applying on behalf of Messrs Block Nine Endowment Trust who is currently purchasing the land from Council.

**5. Access, parking and Municipal Services**

According to the applicant, access to the property shall be obtained via the existing street networks, Ernest Konnecke, whilst, the Henties Bay Road will be on standby to accommodate extra traffic generated by the newly proposed service station development.

Regrettably, both Ernest Konnecke and Henties Bay Road are major arterial streets where direct access is prohibited.

**6. Advertisement**

The proposed rezoning was advertised in the Namib Times of the 19<sup>th</sup> and 26<sup>th</sup> June 2018. Neighbouring property owners were notified via registered mails and a notice was also placed on site and on the



requisite notice board of the Municipality of Swakopmund. The closing date for objections to the proposal was on the 10<sup>th</sup> of July 2018, and no objections were received by closing time of objections period.

7. **Proposal**

It is the intention of the developer to rezone Erf 9794, Swakopmund, Extension 39 from "General Residential 1" to "General Business" in order to develop a service station garage on the property.

8. **Evaluation**

In terms of land use compatibility, the envisaged development does not have negative detriment on the neighbourhood character. The only and major implication to the proposal is the transportation in terms of traffic safety.

The application was thoroughly assessed especially in terms of access which is indicated to be obtained from the Henties Bay Road and Ernst Konnecke.

There is a concern with the high traffic volume and speed along the Henties Bay Road, which are quite excessive and unpredictable. In addition, the Traffic Services Section confirmed that two serious fatal accidents had occurred at this specific intersection, which further adds to the concern of road safety at this juncture.

The creation of additional accesses and pedestrian movement at this intersection will cause serious hazards; therefore this application cannot be supported.

9. **Conclusion**

The application to rezone Erf 9794, Swakopmund from "General Residential 2" with a density of 1:250m<sup>2</sup> to "General Business" for the purposes of constructing a service station possess traffic safety hazards and therefore cannot be supported.

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

**RECOMMENDED:**

- (a) That the application to rezone Erf 9794, Swakopmund from "General Residential 2" with a density of 1:250m<sup>2</sup> to "General Business" be approved.
  - (b) That the access to the service station be determined by the Acting General Manager: Community Development Services at a safe distance from the main road.
-



P. O. BOX 11368, SWAKOPMUND  
 CELL: 081 122-4961 OR 081 244-6461  
 EMAIL: INFO@VINESDEV.COM  
 WWW.VINESDEV.COM  
 VAT REG. NO. 367521015

### 3. OWNERSHIP

Ownership of Erf 9794, Extension 39, Swakopmund currently still vests with the Swakopmund Municipality until such time as the servicing of the erven is completed.

### 4. ACCESS TO THE PROPERTY

Access to the property shall be obtained via the existing street network that is currently supplying access to the property. Ernst Koencke is approximately 30 meters wide which is more than capable for the purpose of access to the property. The Herdies Bay Road will easily accommodate extra traffic generated by the newly proposed service station development.

### 5. TOPOGRAPHY

Erf 9794 Swakopmund is located in an area that is yet to be serviced by the developer. The Erf has no physical features located on the property and is vacant. No fauna or flora is located on the erf.

### 6. INFRASTRUCTURE

All changes required by this development in terms of infrastructure requirements shall be dealt with as the project is ongoing and shall be the responsibility of the owners. Any needs shall be communicated to the relevant institutions in this regard.

### 7. MOTIVATION AND INTENTION

It is the intention of the client to rezone Erf 9794, Extension 39, to "General Business" in order to develop a service station garage on the property.

The size and location of Erf 9794 makes it ideal for the purpose of a service station garage. Service stations are usually located next to highways or major arterial roads which carry a lot of traffic. It also makes sense to place services in such locations to minimize unnecessary traffic congestion within the surrounding areas or neighbourhoods.



V. O. D. O. 1590, SWAKOPMUND  
 CELL: 081 122 4661 OR 081 746 4641  
 EMAIL: ANDREW@VONDENOOORDELAARERS.COM  
 WWW.VONDENOOORDELAARERS.COM

VAT REG. NO. 7671591 0115

### 3. OWNERSHIP

Ownership of Erf 9794, Extension 39, Swakopmund currently still vests with the Swakopmund Municipality until such time as the servicing of the erven is completed.

### 4. ACCESS TO THE PROPERTY

Access to the property shall be obtained via the existing street network that is currently supplying access to the property. Ervel Kinnock is approximately 30 meters wide which is more than capable for the purpose of access to the property. The Ilfontes Bay Road will easily accommodate extra traffic generated by the newly proposed service station development.

### 5. TOPOGRAPHY

Erf 9794 Swakopmund is located in an area that is yet to be serviced by the developer. The Erf has no physical features located on the property and is vacant. No fauna or flora is located on the erf.

### 6. INFRASTRUCTURE

All changes required by this development in terms of infrastructure requirements shall be dealt with as the project is ongoing and shall be the responsibility of the owners. Any needs shall be communicated to the relevant institutions in this regard.

### 7. MOTIVATION AND INTENTION

It is the intention of the client to rezone Erf 9794, Extension 39, to "General Business" in order to develop a service station garage on the property.

The size and location of Erf 9794 makes it ideal for the purpose of a service station garage. Service stations are usually located next to highways or major arterial roads which carry a lot of traffic. It also makes sense to place services in such locations to minimize unnecessary traffic congestion within the surrounding areas or neighbourhoods.

  
**VAN DER WESTHUIZEN**  
 CONSULTING & FACILITATOR  
*A.R. van der Westhuizen*

P.O. BOX 1095, SWAKOPMUND  
 TEL: 081 177 4651 OR 081 244 6441  
 FAX: 081 177 4651 OR 081 244 6441  
 WWW.VANWESTHUIZEN.CO.NA

VAT REG NO. 2011071-015

residents of Swakopmund as a whole due to the fact that there were no objections from the immediate surrounding neighbours and the general public.

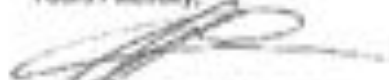
#### 11. APPLICATION

On behalf of our clients, we herewith formally apply for the:

- Rezoning of Erf 9794, Extension 39, Swakopmund from "General Residential 2" with a density of 1:250m<sup>2</sup> to "General Business".

It is trusted that Council will find the above application for the rezoning of Erf 9794, Extension 39, Swakopmund in order.

Yours Faithfully,



A.R. VAN DER WESTHUIZEN







KH & KAH Friederich  
P.O. Box 1845  
SWAKOPMUND  
Namibia

12 June 2018

Dear Sir/Madam,

**APPLICATION FOR REZONING OF ERF 9794, EXTENSION 39, SWAKOPMUND, FROM "GENERAL RESIDENTIAL 2" WITH A DENSITY OF 1:250M<sup>2</sup> TO "GENERAL BUSINESS"**

We herewith wish to inform you of our intention, on behalf of our client, to apply to the Municipality of Swakopmund for the rezoning of Erf 9794, Extension 39, Swakopmund, from "General Residential 2" with a density of 1:250m<sup>2</sup> to "General Business". It is the intention of the client to use the property mentioned for the creation of a service station. In order for our client to commence with the proposed intention, Erf 9794, Extension 39, Swakopmund need to be rezoned to "General Business".

Should you have any objection/s or comment/s against the proposed application, you are requested to lodge such, in writing, within 14 days of the last publication in the newspaper to both the Chief Executive Officer of the Swakopmund Municipality as well as the applicant during normal business hours. Please find attached a Consent form for completion. Closing date for objections or comments is 6 July 2018.

It is trusted that you will find the above in order.

Yours Faithfully,



**A R VAN DER WESTHUIZEN**





J Coetzee  
P.O. Box 81079  
Olympia  
WINDHOEK  
Namibia

12 June 2018

Dear Sir/Madam,

**APPLICATION FOR REZONING OF ERF 9794, EXTENSION 39, SWAKOPMUND, FROM "GENERAL RESIDENTIAL 2" WITH A DENSITY OF 1:250M<sup>2</sup> TO "GENERAL BUSINESS"**

We herewith wish to inform you of our intention, on behalf of our client, to apply to the Municipality of Swakopmund for the rezoning of Erf 9794, Extension 39, Swakopmund, from "General Residential 2" with a density of 1:250m<sup>2</sup> to "General Business". It is the intention of the client to use the property mentioned for the creation of a service station. In order for our client to commence with the proposed intention, Erf 9794, Extension 39, Swakopmund need to be rezoned to "General Business".

Should you have any objection/s or comment/s against the proposed application, you are requested to lodge such, in writing, within 14 days of the last publication in the newspaper to both the Chief Executive Officer of the Swakopmund Municipality as well as the applicant during normal business hours. Please find attached a Consent form for completion. Closing date for objections or comments is 6 July 2018.

It is trusted that you will find the above in order.

Yours Faithfully,



A R VAN DER WESTHUIZEN

L S Migletta  
P.O. Box 3487  
Windhoek  
SWAKOPMUND  
Namibia

12 June 2018

Dear Sir/Madam

**APPLICATION FOR REZONING OF ERF 9794, EXTENSION 39, SWAKOPMUND, FROM "GENERAL RESIDENTIAL 2" WITH A DENSITY OF 1:250M<sup>2</sup> TO "GENERAL BUSINESS"**

We herewith wish to inform you of our intention, on behalf of our client, to apply to the Municipality of Swakopmund for the rezoning of Erf 9794, Extension 39, Swakopmund, from "General Residential 2" with a density of 1:250m<sup>2</sup> to "General Business". It is the intention of the client to use the property mentioned for the creation of a service station. In order for our client to commence with the proposed intention, Erf 9794, Extension 39, Swakopmund need to be rezoned to "General Business".

Should you have any objection/s or comment/s against the proposed application, you are requested to lodge such, in writing, within 14 days of the last publication in the newspaper to both the Chief Executive Officer of the Swakopmund Municipality as well as the applicant during normal business hours. Please find attached a Consent form for completion. Closing date for objections or comments is 6 July 2018.

It is trusted that you will find the above in order.

Yours Faithfully,



A R VAN DER WESTHUIZEN

AND THAT by virtue of these presents the said

**MUNICIPAL COUNCIL OF SWAKOPMUND**

Its Successors in title or assigns, now is and hereunto shall be entitled thereto conformably to local custom, the State, however, reserving its rights.

SIGNED AT WINDHOEK ON 2018-11-05

AND CONFIRMED WITH MY SEAL OF OFFICE.



*el*

- 11.1.19 **APPLICATION FOR THE REZONING OF ERF 10039, SWAKOPMUND FROM "SINGLE RESIDENTIAL" TO "GENERAL RESIDENTIAL"**  
(C/M 2019/11/28 - E 10039)

Ordinary Management Meeting of 14 November 2019, Addendum B.14 page 119 refers.

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

The purpose of this submission is for the Council to consider the application for the rezoning of Erf 10039, Swakopmund Extension 15 from "Single Residential" with a density of one dwelling unit per 600m<sup>2</sup> to "General Residential 2" with a density of one dwelling unit per 200m<sup>2</sup>.
  - Introduction and Background**

An application for the rezoning of Erf 10039, Swakopmund Extension 15 from "Single Residential" with a density of one dwelling unit per 600m<sup>2</sup> to "General Residential 2" with a density of one dwelling unit per 200m<sup>2</sup> has been received by the Engineering Services Department from Stewart Town and Regional Planners, applying on behalf of Dr Raimo N Naanda. The application is attached as **Annexure A**. Erf 10039, Swakopmund, Extension 15 is being created as a result of the consolidation of Erf 5236, Swakopmund and a Portion of Baobab Street.
  - Locality, Zoning and Size**

Erf 10039, Swakopmund Extension 15 is located in Wild Olive Street. It is zoned "Single Residential" and measures 1403m<sup>2</sup> in extent.
  - Ownership**

Ownership of Erf 10039, Swakopmund Extension 15 will vest with Raimo Ndapewa Hilifilua Hila Naanda once the consolidated Erf 10039, is registered into Mr Naanda's name.
  - Access and municipal services**

Access to Erf 10039, Swakopmund is obtained from Wild Olive Street. No access will be obtained from the Baobab Street, being the major arterial street. Erf 10039, Swakopmund Extension 15 is already connected to the existing infrastructural services.
  - Advertisement**

The proposed rezoning was advertised in the Namib Times and the Namibian of the 18<sup>th</sup> and 25<sup>th</sup> August 2017. Neighbouring property owners were notified via registered mails and a notice was also placed on site and on the requisite notice board of the Municipality of Swakopmund. The closing date for objections to

the proposal was the 8<sup>th</sup> of **September 2017**, and two objections have been received.

#### 7. Proposal

The owner of the property intends to build six sectional title townhouse units.

#### 8. Objections received

The owners of Erven 5235 and 5382, Swakopmund submitted objection, pertaining to the proposed development that it should remain a single storey and that the Council approval of the sale apportion and consolidation did not cover the rezoning.

#### 9. Evaluation

According to the proposal by the applicant and conceptual drawing submitted together with the application, the proposed development is single storey, no duplex; hence the holding objection by the owner of Erf 5382, Swakopmund Extension 15 will be retracted. Both objections are not addressing the land use rights that are being applied for but are more concerned of the structural development and land acquisition. As a result, both objections are invalid and should be disregarded.

The applied density of one dwelling unit per 200m<sup>2</sup> is not applicable in the Swakopmund Town Planning Scheme. Instead, Council will allocate the nearest high density, which is one dwelling unit per 250m<sup>2</sup>. Given the size of the erf, 1403m<sup>2</sup> and the density of 1:250, only five (5) dwelling units can be accommodated on Erf 10039, Swakopmund Extension 15 and not six (6) units as envisaged by the developer.

#### 5.2.2 Density Control

- (a) No building in the residential zone shall be erected if the number of dwelling units on an erf exceeds the density specified in Table A1 for the density zone in which the erf is situated.

TABLE A1: DENSITY ZONE

DENSITY ZONE	DENSITY
1:100	One dwelling unit per 100m <sup>2</sup>
1:250	One dwelling unit per 250m <sup>2</sup>
1:300	One dwelling unit per 300m <sup>2</sup>
1:600	One dwelling unit per 600m <sup>2</sup>
1:900	One dwelling unit per 900m <sup>2</sup>
1:ERF	One dwelling unit per erf

#### 10. Conclusion

The application for the rezoning of Erf 10039, Swakopmund Extension 15 from "Single Residential" with a density of one dwelling unit per 600m<sup>2</sup> to "General Residential 2" with a density of one dwelling unit per 200m<sup>2</sup> should not be supported. Instead, Erf 10039, Swakopmund should be rezoned from "Single Residential" with a density of one dwelling unit per 600m<sup>2</sup> to "General Residential 2" with a density of one dwelling unit per 250m<sup>2</sup>.

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

**RECOMMENDED:**

- (a) That the rezoning of Erf 10039, Swakopmund Extension 15 from "Single Residential" with a density of 1:600m<sup>2</sup> to "General Residential 2" with a density of 1:200, be turned down.
  - (b) That Erf 10039, Swakopmund Extension 15 be rezoned from "Single Residential" with a density of 1:600m<sup>2</sup> to "General Residential 2" with a density of 1:250.
  - (c) That the rezoning of Erf 10039, Swakopmund, Extension 15 be included in the next Swakopmund Amendment Scheme.
  - (d) That Erf 10039 Swakopmund Extension 15 be subject to a betterment fee calculated according to the Betterment Fee Policy of 2009 and be paid by the applicant before any submission of building plans to the Engineering Department for approval.
  - (e) That the applicant be informed of their rights to appeal against the Council decision in terms resolution (a) and (b) above, in accordance with Clause 8 of the Swakopmund Town Planning Scheme) to the Minister, within 28 days of this notice against Council's decision, provided that written notice of such an appeal shall be given to the Ministry, as well as the Council within the said period.
  - (f) That all the parking be provide on-site in line with the Swakopmund Town Planning Scheme.
-

PLANNING

Attachment A


**STEWART PLANNING**  
 Town & Regional Planners

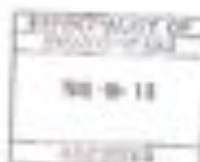
 First Floor City Building  
 88 Glen Street, Dunedin  
 9014  
 Dunedin

 Phone 03 477 2000  
 Fax 03 477 2010  
 Email [enquiries@stewartplanning.co.nz](mailto:enquiries@stewartplanning.co.nz)

0300

© Stewart 2018

 REVISION OF ZONE USES, SUBSTANTIUMS EXTENSION IS  
 FROM 'SINGLE RESIDENTIAL' L/300M<sup>2</sup> TO 'GENERAL RESIDENTIAL 2' L/200M<sup>2</sup>
**Submitters:**

 General Manager, Engineering Services  
 Town Planning Section  
 Municipality of Development  
 Corner of Canal Walkway Avenue and Kaitiaki Street  
 Dunedin

**Other:**

Senior Technical Officer (Data Records)

**Consultant:**

 Stewart Planning  
 First Floor City Building  
 88 Glen Street, Dunedin  
 Dunedin


Registered: Bruce Stewart &amp; Co. Ltd. 198 (2014)

11.1.20 **IN-PRINCIPLE APPROVAL OF THE DRAFT REVIEW AND AMENDMENT OF THE SWAKOPMUND TOWN PLANNING SCHEME NO. 71**

(C/M 2019/11/28 - G 3/2/2)

Ordinary Management Meeting of 14 November 2019, Addendum 8.18 page 132 refers.

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

**1. Purpose**

The purpose of this submission is for the Council to consider the *in-principle* endorsement of the Draft Review and Amendment of the Swakopmund Town Planning Scheme No. 71, before it is presented to the public as per provision of the Town Planning Ordinance, Ordinance 18 of 1954, as amended.

**2. Introduction and Background**

In terms of Section 27(4) of the Town Planning No. 18 of 1954, as amended, it is required that:

*"Every approved scheme shall be reviewed periodically at intervals of not more than five years with a view to its variation or revocation in terms of subsection (1); provided that the minister may on application extend the interval in any case upon such conditions as he may deem proper.*

Therefore, in order to incorporate and comply with the provisions of the law (Town Planning Ordinance 18 of 1954) the Swakopmund Town Planning Scheme is due for a review. Council appointed Telios Namibia Consulting Engineers (Pty) Ltd, to review, incorporate variations and amend the Swakopmund Town Planning Scheme.

The consultant has compiled the Draft Amendment Scheme and it is ready for public consultations. The Draft Swakopmund Town Planning Amendment Scheme No. 71 and clauses motivation are attached as **Annexure A**. The Draft has been considered by and drawn up in conjunction with the Town Planning Division who are accordingly satisfied with the contents. It may still be amended by Council and after public comments have been received. A final version will then be submitted after public consultation.

However, the Town Planning Division believes that before such an important document is open to the public, Council needs to have the foreknowledge and insight to its contents. The Councillors must themselves be satisfied that the Draft goes a long way towards meeting Swakopmund's requirements. Councillors should be first to discuss the contents and to introduce amendments. Councillors may also be asked questions by members of the public on the Draft Scheme to which they may want to respond knowledgeably. The Division is therefore submitting this item so as to first inform Council of the



full contents of the Draft Amendment Scheme No. 71 and seek for Council in-principle approval before the consultant undertakes the public consultation processes.

### 3. Conclusion

The Draft Swakopmund Town Planning Scheme Amendment No. 71 is ready for public scrutiny. But before Telios Namibia Consulting Engineers (Pty) Ltd undertakes public consultations, it is deemed appropriate that the draft scheme is presented before Council for the in-principle approval.

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

#### RECOMMENDED:

- (a) That the Draft Swakopmund Town Planning Scheme No. 71 be approved *in principle*.
  - (b) That the Consultant proceeds with the next statutory requirements and upon completion of those legal procedures, submit the final Swakopmund Town Planning Amendment No. 71 for consideration.
-

The  
Attachment  
of this item  
will be  
distributed  
as separate  
booklet.

11.1.21 **OFFICE OF THE ENVIRONMENTAL COMMISSIONER  
DELEGATION OF POWER TO THE SWAKOPMUND MUNICIPALITY  
TO MANAGE CERTAIN ACTIVITIES WITHIN THE TOWNLANDS OF  
SWAKOPMUND**

(C/M 2019/11/28 - G 1/1, G 3/3/2)

Ordinary Management Meeting of 14 November 2019, Addendum 8.19 page 134 refers.

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

The Environmental Commissioner delegated power to the Swakopmund Municipality in terms of Section 49 of the Environmental Management Act, Act 7 of 2007 to manage the rezoning appearing in the delegation of power and consideration to further delegate the power to the Environmental Officer. Thus the Council resolved on **22 November 2018** under item 11.1.12 as follows:

- (a) That Council accepts the delegation of power to the Municipality of Swakopmund to manage certain activities within the Town lands of Swakopmund by the Environmental Commissioner and that the functions are delegated to the General Manager: Health Services, in consultation with the Acting Chief Executive Officer which has an Environmental Officer within its establishment.
- (b) That application for the following listed activities be submitted to Health Services Department for evaluation and clearance:
- "Residential" to "Office",
  - "Residential" to "Business" in business oriented areas and within the built up environment,
  - "Office" to "Office",
  - "Business" to "Business",
  - "Business" to "Residential" and "Office" to "Business"

With the internal structural changes that will be commencing and the envisaged movement of the Environmental Officer from the Health Services Department to the Engineering Services Department. It is against the above background that Management is advised to amend the resolution in line with the new structural changes.

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

**RECOMMENDED:**

That the Council resolution of the 22 November 2018 under item 11.1.2 be repealed and replaced with the following:

- (a) That Council accepts the delegation of power to the Municipality of Swakopmund to manage certain activities within the Town lands of Swakopmund by the Environmental Commissioner and that the functions are delegated to the General Manager: Engineering Services, in consultation with the Chief Executive Officer, which has an Environmental Officer within its establishment.

- (b) That application for the following listed activities be submitted to Engineering Services Department for evaluation and clearance:
- "Residential" to "Office"
  - "Residential" to "Business" in business oriented areas and within the built up environment
  - "Office" to "Office"
  - "Business" to "Business"
  - "Business" to "Residential" and "Office" to "Business"
-

11.1.22 **APPLICATION TO SELL ERF 1212, EXTENSION 3, TAMARISKIA**  
(C/M 2019/11/28 - T 1212)

Ordinary Management Meeting of 14 November 2019, Addendum 10.1 page 03 refers.

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

On 20 August 2019 this item was tabled at the Management Committee meeting and the following was resolved under item 8.3:

*That Ms J-M Eckardt, owner of Erf 1212, Tamariskia be given the opportunity to present the reasons necessitating her to seek Council's approval to sell Erf 1212, Tamariskia to a third party.*

In this regard, the submission tabled to Special Management committee of 20 August 2019 is attached hereto as a background (Annexure "A").

Ms Ms J-M Eckardt has been invited to the Management Committee to present her situation.

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

**RECOMMENDED:**

- (a) That the presentation by Ms J-M Eckardt, be noted.
  - (b) That Council accepts the merit of the application by the owner of Erf 1212, Tamariskia, Ms J-M Eckardt to sell her property to a third party; being that she is the only bread winner and has the opportunity to benefit from NHE and waives the pre-emptive right and approves the sale of the property.
-

EMV6 AGGREGATE MD  
05-August-2019

8.7

APPLICATION TO SELL EMV 1311, EXTENSION 3, TAMARINDA 07 1318

1. **Introduction**

The attached was dated 19 July 2019 was received from Mr JAE Eckardt notifying Council that she and her spouse intend to sell EMV 1311, Tamarinda (Municipality "M").

Mr JAE Eckardt indicates that intention to sell the property as follows:

- They have an intention to purchase property from EMV which would be an off-plan purchase to them.
- It was subsequently withdrawn with her that they would also purchase property to someone else same priority. She also indicated that EMV has not yet completed their offering priority for sale.

- An investor is not employed locally and they wish a financial return on their investment to maintain their and their property on the sale to the sale.

EMV 1311, Tamarinda (measuring 600m<sup>2</sup>) was sold at a public sale on 08 June 2018 in the amount of R\$ 194 100 (R\$). In terms of the conditions of sale a pre-emptive period of 5 years were requested from date of transfer during which period the purchaser may not sell the property. The property was transferred to the name of Mr September 2019 (The pre-emptive period will lapse 28 September 2024).

Council will 100 weeks from "single investment" formed in Extension 3, during 2016, subject to the same pre-emptive period.

2. **Conditions of Sale**

Council in the past will without event of non-compliance terms, subject to a five year pre-emptive period in order to avoid speculation and having thereby providing an opportunity for the property market to conduct a market without being locked by speculators.

Clause 8.3 of the deed of sale provides as follows:

"The vendor, together with its successors in title may not sell the attached property for a period of 1 (one) year from the date of registration, and/or after offering it for sale in writing to the Municipal Council of Tamarindá at the same price as the R\$194.100,00 (one hundred and ninety four thousand one hundred and zero reais) offered by the purchaser of the property, until the date of registration of the deed of sale, under the terms of the deed of sale, and after the date of expiry of the period of the pre-emptive period, within the same terms."

3. **Further Applications for the Sale of an EMV in Extension 3, Tamarindá, Considered by Council**

After receiving the five financial proposals expressed by the name of EMV 1311 and of EMV 1316, Tamarindá, Council approved to waive its right to repurchase the properties and granted approval to the owners to proceed with the sale to their parties as follows:

- EMV 1311 Tamarindá - Council resolution passed on 28 July 2019 under item 11.1.9
- EMV 1316 Tamarindá - Council resolution passed on 28 July 2019 under item 11.1.9

Council was convinced that the sale would be in the best interest of the purchasers and carefully considered the merits of the above two applications.

4. **Discussion**

Council has a record of providing the public and occupants wishing to waive the pre-emptive period for the sale of the property to their parties.

The primary purpose of the restriction of sale of properties is to prevent speculation and to allocate the public in the repurchase of existing land properties, however when there is clear evidence that a property owner has been comprehensively informed of the difficulties and is not requesting Council can waive its usual repurchase of the sale is able to accept waiving the period and prevent them from taking this priority that is Council's role.

In terms of the conditions of sale, Council has the option to repurchase the property from the owner at the price for the owner paid. Therefore the owner needs of news, news and informed prior to the sale.

From their application it is not clear what their financial holdings are and whether Council should waive its bid right of refusal to purchase the property.

It is further proposed that Mr JAE Eckardt be given the opportunity to present her application to Council in order to make a fair decision. On 9 January of EMV 1311, Tamarindá was also offered the opportunity to present its case to Council. Ms J. Kucharski of EMV 2021, Tamarindá was also given an opportunity to have an audience of the Finance Management Committee meeting of 19 July 2019.

It is therefore:

**RECOMMENDED**

That Mr JAE Eckardt, owner of EMV 1311, Tamarindá be given the opportunity to present her situation representing her to seek Council's approval to proceed with the sale to a third party of EMV 1311, Tamarindá.

"FOR CONSIDERATION"

General Manager, Customer Services & HR Job



19-000000

Number of new spaces  
from this location

BLUESHED/STATIONERS/STATIONERS/STATIONERS

The above table shows the number of new spaces to be provided for each location. The number of spaces to be provided for each location is shown in the table below.

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19-000000

Location	Number of new spaces
BLUESHED/STATIONERS/STATIONERS/STATIONERS	200

The above table shows the number of new spaces to be provided for each location. The number of spaces to be provided for each location is shown in the table below.

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11.1.23 **MESSRS TYETU TRADING ENTERPRISES CC: REQUEST FOR USE OF MUNICIPAL CAFETERIA FREE OF CHARGE; ALTERNATIVELY NOTICE OF CANCELLATION**  
(C/M 2019/11/28 - E 1/1, 13/3/1/10)

Ordinary Management Meeting of 14 November 2019, Addendum 10.4 page 16 refers.

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

**1. Introduction**

The purpose of this submission is to consider a letter dated **07 October 2019 (Annexure "A")** received from Messrs Tyetu Trading Enterprises CC (the lessee of Council's cafeteria facility).

The lessee is requesting Council to make the cafeteria available free of charge. The five year lease period will lapse **31 May 2022**.

Should this request not be considered positively, they intend to vacate the facility by the end of **November 2019**.

The lease account of Tyetu Trading Enterprises CC is currently in arrears in the amount of **N\$ 24 840.97** as per statement dated **07 November 2019** attached as Annexure "B".

The monthly rental amounts to N\$1 147.99 (water and electricity included).

**2. Previous Request**

The attached letter (Annexure "C") dated **16 May 2019** was received from Mr Micka Tjeveondja of Messrs Tyetu Trading Enterprises CC requesting for:

- Council's condonation to continue with the lease while finding solutions to settle the rental arrears.
- To use Council's notice board to place their A4 size pamphlets.

Messrs Tyetu Trading Enterprises CC requested for Council's condonation in respect of the arrears while they find a solution to settle the arrears. In addition they also asked for permission to use Council notice's board to display their notice to market their business in order to attract more customers.

Mr Tjaveondja stated in his letter that their business is currently experiencing a challenge of low staff turn-up. They are also competing with external services for office functions while daily sales are not enough to pay the monthly rental and other expenses.

Messrs Tyetu Trading Enterprises CC was served with a final warning to settle the arrears rental account on / before **15 May 2019** and was also informed that the account will be handed over



to the attorney for collection should no payment be received on the date stated. No payment has been made to date.

As per finance records, the following payments are recorded:

	<i>Date payment made</i>	<i>Amount paid</i>
1	June 2017	2 300.00
2	November 2017	1 709.05
3	December 2017	2 993.62
4	January 2018	1 495.81
5	July 2018	5 000.00
6	September 2018	4 500.00
7	February 2019	4 500.00

The above indicates that Tyetu Trading Enterprises CC in some months does not pay their rent thus the amounts have accumulated.

From our records Council pays Tyetu Trading Enterprises CC approximately N\$5 250.00 every month for serving the Management Committee meeting apart from the income they get daily from customers and other municipal functions they serve.

Clause 13.1 of the lease agreement stipulating that:

- 13.1 *In the event of the LESSEE failing to pay the rental, or any portion thereof on due date, or in the event of the LESSEE contravening or permitting the contravention of any one or more of the other provisions of this lease, or in the event of a judgement being given against the LESSEE in any competent Court which remains unsatisfied for more than 5 (five) days after the date of the judgement having come to his notice, the LESSOR shall be entitled to cancellation of this lease and to immediate repossession of the leased premises.*

**Quoted from the Credit Control and Debt Collection Policy, Clause 11, 1 makes provisions that:**

*Account holders may apply for extensions of payment to settle arrears under the following circumstances:*

- *Proof of no previous record of non-payment covering the preceding six (6) months;*
- *Unusual high consumption, e.g. where leakages, meter switching etc. are involved;*
- *Any other circumstances Council may deem appropriate.*

- 11.2 *Extension requested before the due date for the payment shall be payable by end of the month in which the due date for the payments fall. 50% deposit will be required for continued water supply services.*

*In addition to the above, Clause 11.6 allows an extension of time for payment of arrears for a period of more than 12 months provided that such permission is authorized by the General Manager: Finance.*

Messrs Tyetu Trading Enterprises proposed to improve their marketing strategy in order to attract more customers / staff to their business for them to be able to pay off their arrears. It is unknown whether the situation will improve as no payment has been made since March 2019.

The above was discussed at the Planning Forum of **06 August 2019** under item 5.4 and the following was concluded:

*"That Messrs Tyetu Trading Enterprises CC be informed to conduct a research aimed at improving their business operations and that the report be submitted to the Planning Forum."*

Messrs Tyetu Trading Enterprises CC was informed of the above, whereafter the letter dated **07 October 2019** was received from them.

### 3. Background

Proposals to lease the Municipal Cafeteria were invited and Council on **25 May 2017**, under item 11.1.14 approved the proposal of Messrs Tyetu subject to the following conditions:

- (a) That it be noted that Ms Estelle Broodryk Hankey of the Peanut Gallery terminated the lease agreement for the leasing and operation of the cafeteria as from 31 May 2017.
- (b) That the proposal of Messrs Tyetu Trading Enterprises CC to rent the Municipal Cafeteria be approved, subject to the following:
  1. Rental is fixed at N\$998,25.00 + N\$149,74 (15% VAT) = N\$1 147,99 per month (including water and electricity), and is escalating with 10% annually on 1 July.
  2. Operating hours are limited to 07:00 - 16:00 during working days, and closed over weekends.
  3. The lessee must provide a two (2) week rotating menu consisting of a selection of meals for breakfast, lunch and snacks.
  4. The lessee must also provide a standard platter for Management Committee meetings for 30 people, ad hoc orders for training and for special delegations or meetings, and indicated the price per person.
  5. Fridges and other additional equipment to be provided by the lessee.
  6. Lessee shall be responsible for the repair and maintenance of municipal equipment except for acceptable wear and tear.
  7. Lessee shall be liable for the payment of electricity (separate metering will be installed).
  8. The lease will be valid for a period of five (5) years.
  9. The cafeteria will be open to the public during trading hours mentioned in (2) above.

Subsequent to the above resolution, Council and Tyetu Trading Enterprises CC signed a lease agreement for the period of five years which commenced on **01 June 2017** until **31 May 2022**.

### 4. Discussion

- 4.1 With reference to the letter dated **07 October 2019** Council cannot consider allowing the use of the cafeteria free of charge as such was not a condition in terms of the proposal document when advertised under Notice 17/2017.

**Quoted from the development proposal document**

**SPECIFICATIONS & REQUIREMENTS**

<sup>1</sup> Rental is fixed at N\$ 208,25,00 + N\$ 149,74 (15% VAT) + N\$ 1 147,89 per month (including water), and is escalating with 10% annually on 1 July.

Other applicants might have also expressed their interest in managing and operating the cafeteria free of charge.

- 4.2 It is proposed that Council accepts the 2 months' notice of cancellation of the lease period by Messrs Tyetu Trading Enterprises CC (although the lease agreement provides for a 3 month notice period).
- 4.3 That Messrs Tyetu Trading Enterprises CC settle the outstanding rental until 30 November 2019.
- 4.4 That the attached proposal document be revised to consider conditions for the invitation of proposals (Annexure "D").

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

**RECOMMENDED:**

- (a) That Council does not approve the request by Messrs Tyetu Trading Enterprises CC to manage and operate the municipal cafeteria free of charge; as such was not a condition under Notice 17/2017 (invitation for proposals).
  - (b) That Council accepts the 2 months' notice of cancellation of the lease period by Messrs Tyetu Trading Enterprises CC, i.e. that the facility will be vacated by 30 November 2019.
  - (c) That Messrs Tyetu Trading Enterprises CC be responsible to settle the lease arrears calculated until 30 November 2019.
  - (d) That the General Manager: Corporate Services & HR call for expression of interest.
-



4



17A High Court Road Market and Taxis Area

The CHIEF EXECUTIVE OFFICER  
Swakopmund Town Council  
P.O. Box 13 Swakopmund  
Republic of Namibia

Dear Sir

Under Utilization of the Restaurant Facility

P.O. Box 410,  
Swakopmund  
NAMIBIA  
Cell: 981 2710304  
E-Mail: info@swakopmund.com



Thank you for the opportunity afforded to us to conduct a research aimed at improving our business operation at the Staff Restaurant under the five-year Rental Contract.

I will like to state from the outset that the research could not highlight any positive result and regret to repeat my call for the support by the intended target population namely the staff and various department heads for the restaurant to achieve the intended objectives.

Staff restaurants or Canteens as it used to be called, has been and remains a problem and especially in town where many other options are available. The Council must have notice that to renew (Third operator in four years) Thus the need for semi-subsidizing.

The 'market' is limited due to the location and the original objective of the restaurant, (not for public) for that, I will like to propose the 'Best Practice' approach and hereto attached find copies of some of the contracts for the same operations which prove to be successful.

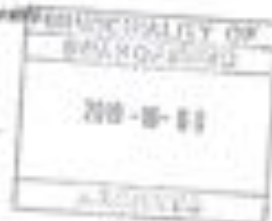
We strongly believe that it is not the intention of the Town Council to force anyone into a disadvantage position / situation and from our side, we would like to complete our contract term should the financial position change, thus our humble request to consider our proposal of to make available to the customer FREE of charge all facilities necessary for rendering the service and maintaining of the such.

Finally, we would like to bring to the attention of your good self that should the Council not approve our humble request, this letter will serve as NOTICE OF TERMINATION OF THE CONTRACT at the end of November 2019.

Trusting and hoping that our humble request will be considered favorably.

Yours sincerely,

*Markus ...*  
Chief Specialist (OT) / Business Development



11.1.24 **REQUEST FOR TRANSFER OF FUNDS FROM CONSTRUCTION OF MATUTURA HALL VOTE: 202534029200 TO THE SME INDUSTRIAL PARK VOTE: 303531519100**

(C/M 2019/11/28 - 3/1/1/1/1)

Ordinary Management Meeting of 14 November 2019, Addendum 10.6 page 36 refers.

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

**Introduction**

This item is submitted to Council to seek authorization to transfer funds from the construction of the Matutura Hall project to the SME Industrial Park project.

**Background**

Council has made budgetary provision toward the construction of the SME Industrial Park of **N\$18 269 000.00** during 2019 / 2020 financial year. Similarly, a budgetary provision of **N\$7 500 000.00** and **N\$500 000.00** for construction and design respectively has been budgeted for the community hall in Matutura.

**Discussion**

According to the information provided by the Engineering Services Department (**Annexure "A"**), the construction of the SME Industrial Park will cost approximately **N\$25 000 000.00 (VAT excl)**. The project design has been completed and procurement for the service has commenced. Initially, it was thought that the project will be implemented in phases however, for cost effectiveness, the engineers have advised for the whole project to be done once off.

In the meant time, the construction of Matutura Hall will not be effected within this financial year, considering that the design for the hall has not even commenced. It is for the above reason that CDS finds it appropriate to utilize the funds earmarked for the construction of Matutura Hall as additional funds to the construction of the SME Industrial Park.

The matter was discussed at the Planning Forum of **22 October 2019**.

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

**RECOMMENDED:**

That Council authorizes the transfer of **N\$7 500 000** earmarked for the construction of Matutura Hall Vote: 202534029200 to the SME Industrial Park Vote: 303531519100.

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