AGENDA
ORDINARY COUNCIL MEETING
ON
THURSDAY
27 OCTOBER 2022
AT
19:00

CONTACT US:
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MUNICIPALITY OF SWAKOPMUND

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Ref No 5/2/1/1/2

Enquiries: *Aloysia Kahuika*

17 October 2022

The Mayor and Councillors
Municipality
SWAKOPMUND

Dear Sir / Madam

NOTICE: ORDINARY COUNCIL MEETING

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

DATE	:	**THURSDAY, 27 OCTOBER 2022**
VENUE	:	**COUNCIL CHAMBERS, MUNICIPAL OFFICE BUILDING, C/O RAKOTOKA STREET AND DANIEL KAMHO AVENUE, SWAKOPMUND**
TIME	:	**19:00**

A Benjamin
CHIEF EXECUTIVE OFFICER

AK/-

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

None.

13. DRAFT REGULATIONS AND TARIFFS, IF ANY

None.

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MINUTES

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Thursday, 29 September 2022 at 19:00.**

PRESENT:

Councillor D Nanubes	:	Mayor
Councillor D Am-!Gabeb	:	Deputy Mayor
Councillor W O Groenewald	:	Chairperson of MC
Councillor M Henrichsen	:	Member of Management Committee
Councillor P Shimhanda	:	Member of Management Committee
Councillor B R Goraseb	:	Member of Management Committee
Councillor S M Kautondokua	:	Member of Council
Councillor E Shitana	:	Member of Council
Councillor H H Nghidipaya	:	Member of Council

OFFICIALS:

Mr A Benjamin	:	Chief Executive Officer
Mr V S Kaulinge	:	GM: Economic Development Services
Mr C Mclunne	:	GM: Engineering & Planning Services
Mr H Naruseb	:	GM: Finance
Mr A Plaatjie	:	GM: Corporate Services & HC (Acting)
Mr A Kationdorozu	:	Acting GM: Health Services & SWM (Acting)
Mr U Tjiurutue	:	Corporate Officer: Administration
Ms A Kahuika	:	Administrative officer: Admin

ALSO PRESENT:

Members of the public and the media.

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1. **OPENING BY PRAYER (IF REQUIRED)**

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2. **ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL**
(C/M 2022/09/27 - 5/2/1/1/2)

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

RESOLVED:

CO: A
Acting GM: CS&HC

That the agenda be adopted.

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

3.1 Application for leave of absence:

- *Councillor C-W Goldbeck : Alternate Chairperson of MC*

3.2 Declaration of interest:

None.

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4. CONFIRMATION OF MINUTES
(C/M 2022/09/29 - 5/2/1/1/2)

4.1 MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 31 AUGUST 2022

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

CO: A
Acting GM: CS&HC

RESOLVED:

That the minutes of the Ordinary Council Meeting held on 31 August 2022, be confirmed as correct.

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5. OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS
(C/M 2022/09/29 - 5/5/2)

HONOURABLE COUNCILORS, THE CHIEF EXECUTIVE OFFICER, MR. ALFEUS BENJAMIN IN ABSENTIA, GENERAL MANAGERS, MANAGERS, OFFICIALS, REVEREND MARKUS NAUISEB, MEMBERS OF THE COMMUNITY, MEDIA REPRESENTATIVES, LADIES AND GENTLEMEN

GOOD EVENING AND WELCOME TO THE COUNCIL MEETING AND ANNOUNCEMENTS FOR THE MONTH OF SEPTEMBER.

IT IS INDEED AN HONOUR FOR ME TO CHAIR MY FIRST COUNCIL MEETING THIS EVENING.

LADIES AND GENTLEMEN

PLEASE ALLOW ME TO THEN INTRODUCE MYSELF BEFORE WE DELVE INTO THE GOAL OF THE OCCASION.

MY NAME IS DINA NAMUBES. I AM A MOTHER OF THREE BIOLOGICAL CHILDREN AND THREE ADOPTED CHILDREN.

I HAVE BEEN A PERMANENT RESIDENT OF SWAKOPMUND FOR THE PAST FIFTEEN YEARS AFTER I RELOCATED FROM THE CITY OF WINDHOEK.

I AM AN EXPERIENCED ADMINISTRATOR AND AN HR REPRESENTATIVE WITH 20 PLUS YEARS OF EXPERIENCE. I HOLD AN ADVANCED DIPLOMA IN BUSINESS ADMINISTRATION AND DIPLOMA IN HR.

IN ADDITION, IN MY PRIVATE TIME I AM ALSO AN ENTREPRENEUR RUNNING A FULLY REGISTERED B&B IN THE HEART OF MONDESA.

DEAR RESIDENTS,

AS THE NEWLY ELECTED MAYOR, I AM DELIGHTED AND INDEED HONOURED THAT I WILL BE SERVING THE COMMUNITY OF SWAKOPMUND. I WANT TO CONTRIBUTE TO CHANGE. I WANT TO HELP THE MEMBERS OF OUR COMMUNITY TO REGAIN THEIR

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DIGNITY AND WITH GOD'S ASSISTANCE I WANT TO ADDRESS THE VARIOUS CHALLENGES FACED BY OUR COMMUNITY SO THAT THEY ARE LESS PREVALENT.

MY OFFICE HAS PROPOSED SEVERAL ACTIVITIES AND WE ARE WORKING TOWARDS IMPLEMENTATION. IN THE MEANTIME, I WANT TO REASSURE MY COMMUNITY THAT I HAVE AN OPEN DOOR POLICY AND I AM WILLING TO LISTEN TO NOT ONLY THEIR CRIES BUT ALSO SUGGESTIONS ON HOW WE CAN BETTER ASSIST THEM.

MOVING ON...

LADIES AND GENTLEMEN

DURING THIS MONTH, COUNCIL PARTICIPATED IN THE FOLLOWING ACTIVITIES

- ON THE 14TH OF SEPTEMBER, COUNCIL HANDED OVER THE URBAN AGRICULTURAL GARDEN TO THE DRC CLINIC. THE PROJECT IS AIMED TOWARDS PROVIDING VEGETABLES TO PATIENTS WHO ARE IN DIRE NEED SUCH AS THE PREGNANT WOMEN, TB PATIENTS AND ELDERLY.
- THEN COUNCIL ATTENDED AND PARTICIPATED AT THE OFFICIAL OPENING CEREMONY OF THE HERITAGE WEEK THAT WAS CELEBRATED AT THE MUSEUM ON 19 SEPTEMBER 2022.
- WE ALSO HAD A BENCHMARK VISIT FROM THE OUTAPI TOWN COUNCIL IN THEIR QUEST TO LEARN BEST PRACTISES FROM OUR MUNICIPALITY.
- THE ANTI CORRUPTION HOSTED THE NATIONAL ANTI-CORRUPTION STRATEGY & ACTION PLANNING – STAKEHOLDERS' MEETING FOR THE ERONGO REGION. THIS PLATFORM ALSO PAVED WAY FOR THE STAKEHOLDERS TO DELIBERATE ON ISSUES OF GOVERNANCE, ETHICS AND OTHER RELEVANT CORRUPTION RELATED DELIVERABLES UNDER THE NACSAP IN THE ERONGO REGION.
- WE ALSO HAD THE OPPORTUNITY TO DELIVER THE KEYNOTE ADDRESS AT THE 15TH ANNUAL CONFERENCE FOR RETIREMENT FUNDS ON 22 SEPTEMBER 2022 AT THE SWAKOPMUND ENTERTAINMENT CENTRE
- IN ADDITION, WE ATTENDED SEVERAL ENGAGEMENTS SUCH AS THE SWAKOP ATLANTIC WRESTLING ACADEMY'S SPORTS GAMES, EXTRA ORDINARY CONGRESS OF ASSOCIATION OF REGIONAL COUNCILS IN NAMIBIA, 14TH ANNUAL LOGISTICS WORKSHOP ORGANISED BY THE WALVIS BAY CORRIDOR GROUP,

HONOURABLE COUNCILORS, LADIES AND GENTLEMEN,

ON FRIDAY, THE 30TH OF SEPTEMBER 2022 WE WILL BE HOSTING THE FIRST EVER CULTURAL FESTIVAL HERE IN SWAKOPMUND.

THE TOWN OF SWAKOPMUND LIKE ANY OTHER TOWNS IS A HOME TO MANY FROM DIVERSE CULTURAL BACKGROUNDS. IN AN EFFORT TO UNIFY THE COMMUNITY OF SWAKOPMUND AND CREATE A SENSE OF BELONGING, THERE IS A NEED TO CREATE A PLATFORM FOR VARIOUS CULTURAL GROUPS TO SHOWCASE THEIR TRADITIONAL FOOD, ACTIVITIES AND PERFORMANCES.

IN THE END, THE FESTIVAL WILL FURTHER PROMOTE CULTURAL DIVERSITY, INTRODUCE DIFFERENT ACTIVITIES IN MATUTURA AND AS A PLACE WHERE TRADING CAN ALSO TAKE PLACE AND EXHIBIT CULTURAL GOODS TO BOOST THE LOCAL ECONOMY. THE FESTIVAL WILL ALSO CREATE A PLATFORM TO REVIVE CULTURAL VALUES AND NORMS.

WE THEREFORE, INVITE OUR COMMUNITY MEMBERS TO PART TAKE AT THIS JOYFUL OCCASION. SEE YOU ALL THERE.

LADIES AND GENTLEMEN

THAT IS ALL WE HAD FOR THE ANNOUNCEMENTS. WE WILL NOW CARRY ON WITH OUR DELIBERATIONS AS PER THE AGENDA.
THANK YOU VERY MUCH.

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

None.

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7. **PETITIONS**

None.

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8. **MOTIONS OF MEMBERS**

None.

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

None.

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

10.1 **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING SEPTEMBER 2022**

RESOLVED:

CO: A
Acting GM: CS&HC

That the report to Council on the resolutions taken by Management Committee meeting held on 15 September 2022, be noted.

10.2 **FEEEDBACK REPORT TO COUNCIL MINUTES:28 JULY 2022**

RESOLVED:

CO: A
Acting GM: CS&HC

That the feedback report on the execution of the Council Minutes of 28 July 2022, be noted.

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11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETINGS HELD ON SEPTEMBER 2022**

11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 15 AND 27 SEPTEMBER 2022**

11.1.1 **REPAIR WORKS AT A DWELLING ON ERF 759, MONDESA**
(C/M 2022/09/29 - M 759)

RESOLVED:

GM: EPS
GM: F

(a) **That Council takes note of the response by Messrs Hollard Insurance Company.**

(b) **That Council approves the repair works to the portion of the dwelling that has been reported to be damaged due to water pipe burst.**

(c) **That Messrs Hollard Insurance Company be approached for discussion of their response by the General Manager: Finance with feedback to the Management Committee.**

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11.1.2 **PROPOSED SALE OF *GENERAL RESIDENTIAL 1 & 2* ERVEN LOCATED IN EXTENSIONS 6 & 7, MATUTURA**
(C/M 2022/09/29 - 16/1/4/2/1/14, E 1090, E 1266 M, E 1438 M, E 1439 M, E 1440 M)

RESOLVED:

CC: P
Acting GM: CS&HC

(a) That Council takes note of:

(i) That various potential bidders for the sale of erven zoned "Local" and "General Business" located in Extensions 6 and 7, Matutura expressed interest to construct blocks of flats / sectional title units.

(ii) The availability of the seven erven zoned "General Residential 1 & 2" located in Extensions 6 and 7, Matutura.

(iii) That of the seven available erven, five be offered for sale at a closed bid sale, and the sale of two erven (Erf 1444 and 1445) be held in abeyance pending the relocation of services located on these two erven.

(a) That Council remains with the decision passed on 25 February 2021 item 11.1.8 to sell the erven zoned *"General Residential"* by closed bid sale at an upset price of N$156.00/m².

(c) That Erven 1444 and E 1445 be offered for sale at a later stage after the General Manager: Engineering & Planning Services confirmed relocation and the cost of relocation of services and the upset price is recalculated accordingly.

(b) That Council approves to offer for sale five of the seven erven zoned *"General Residential 1 & 2"* located in Extension 6 & 7, Matutura subject to similar conditions approved by Council on 24 May 2022 under item 11.1.25 for the closed bid sale of the 8 erven zoned "*Local*" and "*General Business*".

(c) That the registration fee remains N$6 000.00.

(f) That the following 5 erven be sold at a closed bid sale at an upset price of N$156.00/m, but the two largest (Erf 1439 and 1440) be sold with conditional consent to subdivide these into single residential erven with required roads and upgrading of services at the cost of the purchasers:

	Erf No	Zoning	m²	Upset Price @ N$156.00/m²
1	1090	General Res 1	4243	661 908.00
2	1266	General Res 2	3925	612 300.00
3	1438	General Res 2	5903	920 868.00
4	1439	General Res 2	7102	1 107 912.00
5	1440	General Res 2	7026	1 096 056.00

(g) That the closed sale be subject to the following conditions:

(i) That the erven are allocated to the highest bidders on the basis of one erf per person / entity (married couples irrespective of the marital regime are regarded as one entity)

(ii) That the connected parties defined as per the Income and VAT Act may only be allocated one erf.

(iii) That the bidders provide proof of sufficient financing on the date of sale.

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(iv) *The purchase price shall become due and payable to the Council within 120 calendar days from date of sale.*

(v) *The erven may not be alienated unless a completion certificate is issued in respect of the structural improvements.*

(vi) *The purchasers must erect structural improvements worth at least 4 times the Municipal valuation of the erf. 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) *Purchasers are given up to 24 months to develop the erf, failure to develop; Council reserves the right to reposes the erf.*

(viii) *That an incentive of 15% on purchase price discount be offered to developers who develop the erven within a period of 2 years.*

(ix) *In the event that the purchaser of an erf is a close corporation, a company or a trust, then, the member's interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council.*

(x) *That Council shall not accept under any circumstances any process whereby the purchaser of an erf will be allowed to nominate a third party as the eventual purchaser of the erf. To be more specific, the Council shall not entertain any agent bidding on behalf of a principal or any nominee acting on behalf of a legal entity still to be incorporated.*

(xi) *That caveats be registered against the title deeds of the erven to prevent any contravention of the above conditions.*

(xii) *That the erven are 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 erven or any improvements thereon. The Council also does not warrant that the services installed at the erven are suitable for the use intended by the purchasers. It is therefore the obligation of the purchasers to verify that the installed electricity, sewage and water connections are suitable for the intended use of the properties.*

11.1.3 APPLICATION BY MR W E NEUBRECH TO BUY ERF 1742 MONDESA (ROCKY AREA)

(C/M 2022/09/29 - 14/2/1/1, M 1742)

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

RESOLVED:

(a) That Council approves the request of Mr W E Neubrech to buy Erf 1742, Mondesa.

(b) That it be noted that Mr Neubrech is willing to assist Ms Diina Namupala financially.

(c) That the Engineering and Planning Services and Finance Services Departments consulted regarding the selling price of Erf 1742, Mondesa.

(d) That the selling price in point (c) above submitted to Council for consideration.

(e) That Ms Diina Namupala retain the Erf 1742, Mondesa with the property of any value constructed on it even after the employment relationship ends with her current employer, Mr W E Neubrech.

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11.1.4 UNIK CONSTRUCTION ENGINEERING NAMIBIA (PTY) LTD: RENEWAL OF LEASE AGREEMENT
(C/M 2022/09/29 - 13/3/1/5)

RESOLVED:

CO: P
Acting GM: CS&HC

(a) That Council approves the application by UNIK Construction Engineering Namibia (Pty) Ltd for an additional lease period commencing on 1 July 2022 until 31 May 2024, subject to the lease conditions approved by Council on:

- ***30 June 2016, item 11.1.16;***
- ***31 August 2017, item 11.1.24***
- ***31 May 2018, item 11.1.5 and***
- ***23 May 2019, item 11.1.18***

(b) That the lease tariffs applicable from 1 July 2022 amounts as follows:

- ***14 250m² - total area being leased at N$2.52 / m² / month = N$35 892.62.00 / month***
- ***6 x accommodation units at N$311.70 / unit / month = N$2 077.99 / month***

(c) That an application be submitted to the Ministry of Urban and Rural Development to continue with the extended lease period for Unik Construction Engineering Namibia (Pty) Ltd for the lease construction site.

11.1.5 AESTHETICS COMMITTEE: BI-ANNUAL APPOINTMENT OF MEMBERSHIP: LOCAL ARCHITECTS & COMMUNITY REPRESENTATIVES
(C/M 2022/09/29 - 11/1/4/3)

RESOLVED:

CEO

(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:

Registered Local Architect	***1. Ms J Kissler***
Community Representatives	***1. Mr Nehemia Salomon*** ***2. Sarah-Lee Elago***

(b) That the Local Architects and Community Representatives of the Aesthetics Committee appointed every 3 (three) years by Council to ensure that a rotation of membership takes place.

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11.1.6 **AESTHETICS COMMITTEE: BI-ANNUAL APPOINTMENT OF MEMBERSHIP: LOCAL ARCHITECTS & COMMUNITY REPRESENTATIVES**
(C/M 2022/09/29 - 11/1/4/3)

RESOLVED:

CEO

That it be recorded it be recorded that this item is a duplicate of Item 11.1.5.

11.1.7 **ERF 1597, SWAKOPMUND: TRANSFER OF ASSETS AGREEMENT**
(C/M 2022/09/29 - E 1597, 5/6/3)

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

RESOLVED:

(a) That Council takes note of that Erf 1597, Swakopmund is listed as Asset SWNL 0115 in Schedule B of the Asset Transfer Agreement signed between Council and Erongo Regional Electricity Distributor Company (Proprietary) Limited (herein Erongo Red) on 13 December 2005.

(b) That Council takes note of the application dated 14 July 2022 received from Erongo Red for the subdivision of Erf 1597, Swakopmund which subdivision will provide a separate erf for the Municipal Workshop.

(c) That Council takes note that Engineering & Planning Services will submit a separate submission regarding the subdivision of Erf 1597, Swakopmund.

(d) That Council and Erongo Red share on a pro rata basis the cost for the subdivision calculated on the size of the newly created erven.

(e) That the newly created erf on which the structures of Erongo Red is located be transferred to the entity free of charge as the asset is listed in the Asset Transfer Agreement, but that Erongo Red is responsible for the transfer and associated costs.

(e) That once the process in point (c) above is finalized, Council applies for Ministerial approval in terms of Section 30 (1) (t) of the Local Authorities Act 23 of 1992 to proceed with the alienation process.

(f) That the following two resolutions be repealed as these are not in line with the Asset Transfer Agreement between Council and Erongo Red:

Item 11.1.10 of Council's meeting held on 31 May 2006:

That the Erongo Regional Electricity Distributor Company (Pty) Ltd be informed that Council does not consider alienating a portion of Erf 1597, Swakopmund as it has been reserved for future municipal use.

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Item 7.2 of the Management Committee's meeting held on 16 May 2012:

(a) That Messrs Erongo Regional Electricity Distributor Company (Pty) Ltd be informed that their application was considered but cannot be approved as per Council's resolution passed on 31 May 2006 the portion applied for is reserved for future extensions of the Municipal Work's Section.

(b) That Messrs Erongo Regional Electricity Distributor Company (Pty) Ltd be advised to consider other alternatives.

11.1.8 **SUBDIVISION OF ERF 1994 MONDESA EXTENSION 3 INTO THIRTY ERVEN AND REMAINDER**
(C/M 2022/09/29 - M 1994)

RESOLVED:

GM: EPS

That the Council Resolution of 26 April 2018 be repealed and replaced by this resolution:

(a) That the subdivision of Erf 1994, Mondesa, Extension 3 into thirty (30) erven and remainder be approved.

(b) That the following conditions shall be registered against the title deeds of all erven, except those reserved as public open space and those zoned for local authority purposes:

A. The Erf shall only be used or occupied for purposes which are in accordance with and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954), as amended.

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

11.1.9 **NATIONAL UNITY DEMOCRATIC ORGANISATION (NUDO): REQUEST FOR SECOND EXTENSION OF TIME TO PAY THE PURCHASE PRICE**
(C/M 2022/09/29 - E 6945)

RESOLVED:

CO: P
Acting GM: CS&HC

(a) That Council takes note of the letter received from National Unity Democratic Organisation requesting for another extension of time to secure the purchase price + 15% VAT for Erf 6945, Swakopmund.

(b) That a final extension of time be granted until 31 October 2022 (80 days) subject to interest at a rate of 9.25% being charged from 12 August 2021 until date of transfer (if a bank guarantee is in place on the date or until date of receipt by Council of the purchase price.

(c) That an addendum to the deed of sale be compiled regarding point (b) above.

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(d) That should NUDO fail to secure the purchase price by the due date, the sale transaction be cancelled, and the Erf be sold to other interested political party.

11.1.10 **REQUEST FOR SPECIAL RATES AT THE SWAKOPMUND MUNICIPAL REST CAMP**
(C/M 2022/09/29 - 14/2/7/1/2)

RESOLVED:

GM: EDS

(a) That Council approve the gradual increase of special rates for the Swakopmund Municipal Rest Camp (SMRC) from 1 October 2022 to 28 February 2023:

Unit Type	Normal Rate	Current Special Rate	Proposed Special Rate
Fish	N$ 562.00	N$ 450.00	N$ 500.00
Gecko	N$ 652.00	N$ 500.00	N$ 550.00
Welwitschia	N$ 681.00	N$ 500.00	N$ 550.00
Dune	N$ 903.00	N$ 600.00	N$ 650.00
Dune A	N$ 846.00	N$ 600.00	N$ 650.00
Spitzkoppe	N$ 947.00	N$ 700.00	N$ 750.00
Brandberg A	N$ 1 058.00	N$ 850.00	N$ 900.00
Brandberg B	N$ 1 225.00	N$ 900.00	N$ 950.00
Moon Valley	N$ 1,336.00	N$1000.00	N$ 1050.00

(b) That the following rates be approved as the new peak season rates for the period 15 December 2022 to 5 January 2023:

Unit Type	Normal Rate	Current Special Rate	Proposed Peak Season Special Rate
Fish	N$ 617.00	550.00	570.00
Gecko	N$ 687.00	600.00	620.00
Welwitschia	N$ 710.00	600.00	620.00
Dune	N$ 1 018.00	700.00	750.00
Dune A	N$ 961.00	700.00	750.00
Spitzkoppe	N$ 1 225.00	750.00	800.00
Brandberg A	N$ 1 336.00	900.00	1 000.00
Brandberg B	N$ 1 448.00	950.00	1 050.00
Moon Valley	N$ 1,671.00	1,050.00	1 150.00

11.1.11 **FINANCIAL YEAR END - 2021 / 2022**
(C/M 2022/09/29 - 3/1/1/1/1)

RESOLVED:

GM: F

(a) That Council approves the additional funds request amounting to N$17 462 700.00 for the Operational Budget of 2021 / 2022 Financial Year.

(b) That additional funds be funded from the surplus of the Financial Year under review.

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11.1.12 REQUEST FOR APPROVAL TO ADD APPLICANTS ON THE MASTER WAITING LIST
(C/M 2022/09/29 - 14/2/1/2)

CO: H
Acting GM: CS&HC

RESOLVED:

(a) That Council approves the 323 new applicants who have been registered for housing during the period January 2020 to November 2020 (Annexure "B", on file).

(b) That upon approval of (a) above ministerial approval be requested to add the names to the Master Waiting List.

11.1.13 OUTCOME OF THE SALE OF 19 AUGUST 2022: GENERAL AND LOCAL BUSINESS ERVEN LOCATED IN EXTENSION 6 & 7, MATUTURA
(C/M 2022/09/29 - [illegible])

CO: P
Acting GM: CS&HC

RESOLVED:

(a) That Council takes note of the outcome of the sale of the 8 erven (business) located in Extensions 6 & 7, Matutura of which the average cost for the installation of services amounts to N$125.00/m² and the average purchase price obtained amounts to N$ 256.00/m².

(b) That the remaining erven (9) zoned "*Local*" or "*General Business*" located in Extension 6, Matutura be sold at a closed bid sale in 2023, subject to the same conditions as approved by Council on 24 May 2022 under item 11.1.15:

Extension 6

	Erf No	Zoning	m²	Upset Price @ N$156.00/m² (excl 15% VAT)	Comments
1	1008	Local Bus	1 390	216 840.00	Available
2	1009	Local Bus	1 418	221 208.00	Available
3	1010	Gen Bus	1 740	271 440.00	Available
4	1011	Gen Bus	1 717	267 852.00	Available
5	1012	Gen Bus	1 714	267 384.00	Available
6	1018	Local Bus	2 093	326 508.00	Available
7	1019	Local Bus	1 360	212 160.00	Available
8	1020	Local Bus	1 390	216 840.00	Available
9	1021	Local Bus	1 949	304 044.00	Available

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11.1.14 RESUBMISSION: REZONING OF ERF 64, VINETA FROM SINGLE RESIDENTIAL 1:600 DENSITY TO GENERAL RESIDENTIAL 1 1:600 DENSITY OF ONE DWELLING PER 600M², CONSENT TO OPERATE A *"RESIDENTIAL GUEST HOUSE"* WHILE REZONING IN PROGRESS AND RELAXATION OF ON-SITE PARKING REQUIREMENTS
(C/M 2022/09/29 - V 64)

RESOLVED:

GM: EPS

(a) The rezoning of Erf 64, Vineta from *"Single Residential"* with a density of one dwelling per 600m² to *"General Residential"* with a density of one dwelling per 600m² be tuned down.

(b) That from date of this council decision, the applicant be granted twelve months to revert building back to the initial state when the consent use to operate a residential guest house was granted.

(c) That business registration is suspended, and the applicant is not allowed to operate unless the building is reverted to its initial consent approval state.

(d) That the objector be informed of this Council decision.

(e) That the applicant be informed that the applicant may appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-one (21) days from the date of the decision in accordance with Regulations 18 of the Urban and Regional Planning Act.

11.1.15 INTERNAL AUDIT PLAN 2021/22
(C/M 2022/09/29 - 12/3/1)

RESOLVED:

CEO

That the Internal Audit's with scope of focus be executed during March / April as follows:

- ***IT General Controls***
- ***Cyber footprint assessment and external penetration testing***
- ***Stakeholder engagement, performance management and communication***
- ***Procurement and Creditors***
- ***Housing***

11.1.16 REVENUE & DEBT MANAGEMENT
(C/M 2022/09/29 - 3/2/7 ,12/3/1, 3/11/1/

GM: F
GM: EDS
GM: CS&HC
GM: EPS
CEO

RESOLVED:

(a) That the observation made, being a high risk, inappropriate staff user rights on the Financial System, being a lack of policies and/or procedures within the Municipality to guide the maintenance of user access control processes; and lack

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of a periodic review of user rights on the financial system by management, be noted.

(b) That the General Manager: Finance considers drafting user access control policies and/or procedures which specifies how user access rights are to be managed.

(c) That the policies and/or procedures should be submitted to Council for review and approval and should be reviewed periodically by management.

(d) That Staff user rights on the financial system be determined by the relevant supervisors upon recruitment and/or staff movements in alignment with their roles and responsibilities.

(e) That the General Manager: Finance performs a review of the user access on the Solar financial system on a periodic basis to ascertain that:

- *User rights are granted to staff members as per their roles and responsibilities; and*
- *Adequate segregation of duties is maintained over incompatible functions.*

(f) That user access should be granted on the least privilege principle. Access to the financial system should be provided with the minimum privileges necessary to fulfil the employees' roles and responsibilities.

(g) That the Accountant: Administration and Property must perform a review on the information captured on the customer master file by the Debtors and Property Clerk and/or Student Interns prior to finalisation on the system.

(h) That the action taken by the Finance Department with Business Connexion (IT Vendor) implementing internal control processes for all newly appointed employees to seek approval from Finance before rights are availed to the staff on the Solar System, and for the exit employees the Manager: Finance obtains a list from the Human Resource Manager and forwards it to Business Connexion to deactivate their Solar User Rights, including those of Students/ Interns, be noted.

(i) That it be noted that the drafted User Right Policy is currently being reviewed by Business Connexion for their input before submission thereof to Council for approval.

(j) That it be noted that the verification processes for User Rights have been partially implemented and form part of the annual plan activities for Finance being executed on specific Financial Operation Systems in all Sections at Finance.

(k) That the observation made, being a high risk, inaccurate and incomplete Municipal Tariffs loaded on the Financial System, being a lack of management oversight; and tariffs

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not reviewed by a secondary person prior to and after being loaded onto the financial systems, be noted.

(l) That all Municipal tariffs be thoroughly reviewed by the Manager: Finance prior to and after being made active on the financial systems.

(m) That the General Manager: Finance designate a staff member who should randomly select transactions from the financial system and compare them against the approved tariffs for accuracy.

(n) That the General Manager: Finance should load all applicable tariffs onto the financial system and no tariffs must be maintained and billed outside of the financial systems.

(o) That any anomalies identified be investigated and cleared within a timely manner.

(p) That it be noted that the tariffs at the Nursery, Rest Camp and Cemetery were verified by the Manager: Finance and verified by the Internal Auditors,

(q) That it be noted that the variances on the Cemetery tariffs is a result of the rounding off cents on the application fees from the manual spreadsheet used by the relevant Section and which has now discontinued since 1 July 2021.

(r) That it be noted that the Quick Book System installed at Nursery and Airport only makes provision for tariffs to be captured on the Financial System on 1 July and verifications follows thereafter.

(s) That it be noted that tariffs are verified against the approved Tariffs by Council after capturing and the last verification was with the Government Gazette which was issued 31 July 2020.

(t) That it be noted that the newly approved SOP for Accountants which allows for capturing of Tariffs on various Financial Systems was implemented 1 July 2021.

(u) That the observation made, being a high risk, of inaccurate tariffs loaded onto the financial system and no reconciliations are performed on the revenue records of Council to identify possible revenue leakages and that services have been inaccurately and/or incompletely added to the customer accounts on the financial system with a lack of periodic review of the customer accounts to ensure service tariffs are accurately allocated per customer resulting in financial losses and reputational damage to the Municipality , be noted

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(v) That all tariffs be thoroughly reviewed by the Manager: Finance prior to and after being made active on the financial systems.

(w) That the General Manager: Finance designate a staff member who should randomly select transactions from the financial system and compare them against the approved tariffs for accuracy.

(x) That the General Manager: Finance must load all applicable tariffs onto the financial system and no tariffs should be maintained and billed outside of the financial systems; and any anomalies identified should be investigated and cleared within a timely manner.

(y) That the observation made, being a high risk, of inaccurate customer classifications leading to inaccurate billing and ultimately financial losses; and inaccurate customer information in the records of the Municipality, be noted.

(z) That the General Manger: Finance performs a data clean up by reviewing the validity, accuracy and completeness of the customer information contained in the master file to ensure that the customers are correctly classified as per the services rendered; and the customer master file should be reviewed periodically by the Accountant: Administration and Property to ensure that customers are accurately classified on the financial system.

(aa) That the observation made, being a high risk, lack of processes and controls to monitor and action the differences between the financial system and GIS maps of the Municipality; the financial system and GIS maps may not be aligned which could cause major revenue leakages which may not be detected leading to financial loses; residents may not be completely billed for all services rendered which may result in the Municipality not completely recovering all revenue generated from the provision of services rendered which may affect profitability; and water meters installed may not be linked to any customer and subsequently not billed leading to financial losses, be noted.

(bb) That the General Manager: Finance and General Manager: Engineering & Planning ensures that a revenue enhancement project is performed where reconciliations are performed on a granular level, e.g., on a per erf basis on GIS compared to the specific customer account on the financial system, for all residents.

(cc) That the revenue enhancement project includes analytics that can detect anomalies such as water usage over time (e.g., sudden spikes in usage compared to the norm); and anomalies identified, should be actioned on an ongoing basis.

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(dd) That the General Manager: Finance and the General Manager: Engineering & Planning investigates the implementation procedure as per Internal Audit recommendation to rectify the account discrepancies of customers and how to incorporate it within the GIS system.

(ee) That the observation made, being a high risk, inadequate reconciliation processes, errors may not be timely detected and/or rectified; and debtors balances may be inaccurate leading to misstatements in the financial statements, be noted.

(ff) That the General Manager: Finance ensures that the Accountant: Expenditure and Bank Control prepares the bank reconciliation monthly, the reconciliation should be signed and dated.

(gg) That the General Manager: Finance ensures that the Manager: Finance performs a monthly review of the bank reconciliation.

(hh) That the General Manager: Finance ensures that the Accountant: Revenue prepares a monthly reconciliation between the debtors age analysis and the debtors balance as per the general ledger, the reconciliation should be signed and dated and reviewed monthly by the Manager: Finance; and any variances identified should be investigated and cleared within a timely manner.

(ii) That the General Manager Finance develops and implement a Standard Operating Procedure (SOP) that guides the monthly Reconciliation procedure in terms of Revenue.

(jj) That the observation made, being a high risk, of inadequate Cemetery Control Processes as a lack of management oversight; inconsistent application of the cemetery control processes; the grave inventory not being adequately maintained which may lead to inaccurate cemetery information within Council; and graves that are issued without receiving payments which may lead to financial losses; and inadequate training to staff members on the use of the cemetery management module, be noted.

(kk) That the General Manager: Economic Development Services ensures that the cemetery staff clearly defines and document what constitutes a resident which should be consistently applied during the grave application process and that a residency questionnaire should be considered which should include the following information at a minimum:

- ***The place of birth of the deceased.***
- ***The place where the deceased maintained their economic, social, political, and family lives; and***
- ***Where the deceased lived during the past year.***

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(ll) That the General Manager: Economic Development Services ensures that the CMS be configured to pre-populate grave numbers during the grave purchase or grave reservation process; and all cemetery services should be provided only once a proof of payment has been received from the customer.

(mm) That the General Manager: Economic Development Services ensures that staff members responsible for carrying out the cemetery control processes should be adequately trained to utilize the CMS; and management should perform a periodic check on the information contained in the CMS and perform a review of the data to identify any anomalies that should be rectified.

(nn) That the observation being made, a medium risk, lack of oversight over the distribution of Customer Account Statements that could lead to:

- ***Untimely settlement of customer accounts resulting in financial losses.***
- ***Disgruntled customers; and***
- ***Unsatisfactory vendor performance not being detected and rectified.***
- ***be noted.***

(oo) That the General Manager : Finance clearly define the key performance areas of the third-party vendor which should form part of the SLA and be signed by the Municipality and the respective third-party vendor; and periodically monitor the performance of the third-party vendor to ensure that they receive value for money; and provide adequate oversight to ensure that the third-party vendor timely and completely delivers the monthly account statements to all customers, and any discrepancies identified should be investigated and timely rectified.

(pp) That the remedial actions taken by the General Manager: Finance to rectify the risk and oversight, be noted.

(qq) That the observation made, being a medium risk, of inadequate retention of documentation of lease agreements, be noted

(rr) That the General Manager: Corporate Services & Human Capital ensures that all lease agreements are adequately and completely filed to ensure a complete audit trail.

(ss) That the General Manager: Corporate Services & Human Capital performs a review of all their current tenants to determine if there is a valid lease agreement in place, where no lease agreement is in place, an agreement document must be drafted and signed by all parties concerned.

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11.1.17 **FIXED ASSETS**
(C/M 2022/09/29 - 3/18/1,12/3/1)

GM: F
GM: CS&HC
CEO

RESOLVED:

(a) That the observation made, being a high risk, inadequate governance over fixed asset management control processes, lack of management oversight; and the review of policy documents has not been prioritized by management, be noted.

(b) That the General Manager: Finance drafts an Asset Management Policy or Standardized Operating Procedures (SOP) to address the shortcomings identified by Council's Internal Auditors.

(c) That the Asset Management policy or SOP should be drafted in accordance with the applicable financial reporting standards adopted by the Municipality and be submitted to Council for approval and communication and implementation.

(d) That the General Manager: Finance performs a periodic review of the policies and/or procedures and monitor periodically that management practices are aligned to the approved policies and/or procedures.

(e) That the General Manager: Finance's comments feedback to review Depreciation Policy and to incorporate the recommendation with IPSAS implementation, draft an Asset Management Policy and implement an asset verification procedure also to be incorporated with the IPSAS implementation, be noted.

(e) That the observation made, being a high risk, that Council's Fixed Asset Register is not adequately maintained due to a lack of documented policies and/or guidelines on how the asset records should be maintained and/or updated to the Fixed Asset Register; and assets that are not tagged to enable effective tracking, be noted.

(f) That the General Manager: Finance ensures that Council's Fixed Asset Register is updated with key information indicated as missing and draft a Standardized Operating Procedure (SOP) on how the Fixed Asset Register must be maintained, to be submitted to Council for approval to be communicated to the relevant staff members for implementation.

(g) That the General Manager: Finance updates asset movements and/or transfers on Council's Fixed Asset Register, timeously to ensure that the relevant information upon occurrence of the asset related transactions.

(i) That the General Manager: Finance makes use of a system based Fixe Asset Register, different to a Microsoft excel

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based Fixed Asset Register and that the following be considered to ensure a successful transition:

- *A full asset verification should be performed on all Council's assets and the results used to update the Fixed Asset Register.*
- *The updated Fixed Asset Register should be reconciled to the general ledger and all variances should be investigated and cleared prior to importing the excel based Fixed Asset Register onto the financial system. This exercise should be evidenced and filed for future references.*
- *A reconciliation between the excel based Fixed Asset Register and the system based Fixed Asset Register should be performed by the Manager: Finance to ensure an accurate and/or complete loading or transition of data onto the system.*
- *All discrepancies noted during the reconciliations should be adequately investigated and rectified; and*
- *An overall post-implementation review should be conducted to provide assurance to Council that the transition objectives have been achieved.*

(j) That the General Manager : Finance's management comments to incorporate the Fixed Asset Register annually into the Finance Departments activities, and reconcile the Fixed Asset Register and incorporate it in the planned Fixed Asset Register Standard Operating Procedure Policy; to implement the Fixed Asset Register module on the Solar Production system which will be fully compliant with the IPSAS Reporting Standards to ensure that once the implementation of the Fixed Asset Register is in place and automized, be noted.

(k) That the observation made, being a high risk, lack of segregation of duties on the Financial System and periodic review of user rights and reliance placed on manual controls i.e., verification of suppliers' invoices by the relevant user department General Manager prior to processing, be noted.

(l) That the General Manager: Finance performs a review of the user access on the Solar financial system on a periodic basis to ascertain that:

- *User rights are granted to staff members as per their roles and responsibilities; and*
- *Adequate segregation of duties is maintained over incompatible functions.*

(m) That the General Manager: Finance ensures that functions to create and approve sundry payments should be segregated on the financial system to allow for adequate segregation of duties.

(n) That alternatively, an approved purchase requisitions and/or purchase order should be required for all expenditure including sundry payments.

(o) That the General Manager: Finance ensure that User access be granted on the least privilege principle. Access to the financial system should be provided with the minimum privileges necessary to fulfil employees' roles and responsibilities and that an independent review of the fixed asset reconciliations should be performed. Evidence of this review should be retained and adequately filed.

(p) That the General Manager: Finance's management comments for being in consultation with BCX (IT Vendor) to

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(y) That the General Manager: Finance ensures that all write-offs of asset values should be approved by Council prior to the write off. Evidence of Council approval should be retained and filed by management for future reference; and the rationale and/or basis of all adjustments to asset values should be adequately documented.

(z) That the General Managers: Finance's management comments to review Depreciation Policy as recommended by Council's Internal Auditors, be noted.

(aa) That the observation made, being a high risk, of inefficient and ineffective Asset Verification Processes, being a lack of management oversight; and ack of documented policies and/or procedures to provide guidelines on asset tagging and verification processes, be noted.

(bb) That the General Manager: Finance ensures that all assets are allocated a unique identification number (tag), upon acquisition.

(cc) That the General Manager: Finance perform a periodic verification on a regular basis to verify accuracy and completeness of fixed asset records; the outcomes of the asset verifications should be reconciled to the Fixed Asset Register and General Ledger and any discrepancies identified, investigated, and cleared; the asset verification outcomes should be documented and reviewed by management.

(dd) That the General Manager: Finance ensure to verify the assets contained in the Fixed Asset Register against assets contained on the Municipality's Insurance Listings or Schedules on a periodic basis. All discrepancies should be investigated and cleared.

(ee) That the General Manager: Finance's management comments to draft Asset Management Policy (SOP) and to ensure that an asset verification procedure be incorporated with IPSAS implementation (placed on hold); as well as the asset physical verification to be incorporated yearly in the Finance annual activities, be noted.

(ff) That the observation made, being a medium risk, that the account reconciling items are not investigated and/or cleared in a timely manner, that can cause possible misallocation of expenditure between the two votes; clearing of the reconciling items was not deemed necessary by management; and the process to perform and review fixed assets reconciliations has not been formalized, be noted.

(gg) That the General Manager: Finance formalize the process to perform and review fixed assets reconciliations and the following should be documented: -

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- *The individual responsible for performing the reconciliations.*
- *The individual responsible for performing a review on the reconciliation. The reviewer should be independent of the preparer; and*
- *By when the reconciliations should be performed.*

(hh) That the General Manager: Finance ensures that all reconciling items noted should be investigated and/or rectified within a timely manner.

(ii) That the General Manager: Finance's management comments to agree to the differences as identified in the findings were also known and was corrected as such with consolidation of funding of per Asset type, be noted.

11.1.18 **FINANCIAL REPORTING & BUDGETING**
(C/M 2022/09/29 - 12/3/1,3/1/1/1/1)

GM: F
GM: CSHC

RESOLVED:

(a) That the observation made, being a medium risk, of inadequate review and/or update of Governance documents; being a lack of management oversight; and periodic review of governance documentation is not prioritized, be noted.

(b) That the General Manager: Finance Management performs a periodic review of governance documents; and that the Purchase and Payment Cycle SOP must be updated with the controls identified as missing in the document; and the updated SOP be presented to Council for review and approval, to be implemented and the relevant staff be informed.

(c) That the Manager: Finance's management comments being in the process of updating the Financial Regulations and amending the SOP for Purchases and Payment Cycles as per audit recommendation for submission thereof to Management Committee for approval, be noted.

(d) That the observation made, being a high risk, of inadequate segregation of duties and inappropriate user rights on the Financial System; and lack of policies and/or procedures to guide the maintenance of user access control processes; as well as lack of a periodic review of user rights on the financial system by management, be noted.

(e) That the General Manager: Finance compiles user access control policies and/or procedures which specifies how user access rights are to be managed to be submitted to Council for review and approval and should be reviewed on a periodic basis by Finance for implementation.

(f) That the General Manager: Finance ensures that staff user rights be determined by the relevant supervisors upon recruitment and/or staff movements in alignment with their

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roles and responsibilities; and perform a review of the user access on the Solar financial system on a periodic basis to ascertain that:

- ***User rights are granted to staff members as per their roles and responsibilities; and***
- ***Adequate segregation of duties is maintained over incompatible functions.***

(g) That the General Manger: Finance ensures that user access be granted on the least privilege principle, access to the financial system should be provided with the minimum privileges necessary to fulfil the employees' roles and responsibilities; and the terminated staff members' user rights should be timely deactivated and/or deleted from the financial system.

(h) That the management comments and agreement of Finance Department with Business Connexion (IT Vendor) to implement internal control processes for all newly appointed employees seeking approval from the Finance Department before rights are availed to the staff on the Solar system; that Council's Credit and Control Policy that makes provisions for all Accountants to approve journals processed by their subordinates and journals processed by Accountants are approved by the Manager: Finance/General Manager: Finance; the drafted User Right Policy currently being reviewed by Business Connexion for input for submission thereof to Council for approval, and the verification processes for user rights partially being implemented to form part of the annual plan activities for Finance being verified on specific financial operations in all sections at Finance, and the user rights reviewed, be noted.

(i) That the observation being made, being a high risk, lack of a formalized process over amendments to votes, being a lack of management oversight; and ack of a periodic review of user rights on the financial system by management, be noted.

(k) That the General Manager: Finance draft policies and/or procedures to govern the control processes relating to the maintenance of votes on the financial system, the policies and/or procedures should detail information not limited to:

- ***Conditions that warrant the creation, deletion, or amendment of votes on the financial system; and***
- ***Review and approval of any amendments made to the votes.***

(l) That the General Manager: Finance ensures that the User Rights to make amendments to the votes should be restricted to authorized staff members only; and Finance must perform regular reviews of the audit log to verify the validity and accuracy of changes made to the votes, any discrepancies identified should be adequately investigated and cleared within a reasonable timeframe.

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(m) That the General Manager : Finance's management comments and agreement for the process to create new vote numbers on the General Ledger will be included in the reviewed SOP for Purchases Payments and Stores; the draft User Right Policy currently being reviewed by Business Connexion for input for submission thereof to Council for approval; the verification processes for user rights partially implemented and forms part of the annual plan activities for the Finance Department being verified on specific financial operation in all Sections at Finance; draft a Policy on Budgeting Process and Financial Reporting as per Audit recommendation be implemented, be noted.

(n) That the observation made, being a high risk, of Accounts' reconciling items are not investigated and/or cleared in a timely manner as no process has been implemented to guide the reconciliations performed on control accounts, which includes the process to clear any variances identified, be noted.

(o) That the General Manager: Finance develops and implements a standard operating procedure (SOP) that guides the year-end reconciliation processes, the SOP should include guidance on reconciliation preparation, review, timelines and clearing of reconciling items at minimum; and the account reconciliations be provided to the Manager: Finance for review and approval in a timely manner.

(p) That the General Manager: Finance performs a thorough investigation of the reconciling items identified, reconciling items should be timely cleared and/or explained.

(q) That the Finance management's management comments and agreement that the year-end reconciliation is delayed for verification results from processing of all payments before the year-end due to shortage of staff not having Assistant Accountants, the development and implementation of Standard Operating Procedure that guides monthly reconciliation processes, and that all Accountants must review and reconcile their suspense/control accounts monthly to be reviewed by the Manager: Finance, be noted.

(r) That the observation made, being a medium risk, of lack of documented Month-end and Year-end schedules, being a lack of management oversight; and Management has not developed policies and/or procedures to provide guidance on the monthly and yearly processing activities, be noted.

(s) That the General Manager : Finance drafts a month-end and year-end schedules and/or timetables outlining month-end and/or year-end processing activities, data submission and reporting deadlines; the schedules and/or timetables should

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clearly indicate the individual responsible for executing the activity; and such be communicated to the relevant staff members at the beginning of each period and frequently emphasized; and a progress tracker be maintained by the General Manager : Finance and all pending items should be followed up with the responsible Finance staff members.

(t) That Finance management's management comments and agreement that the daily updates, month end and year end process for Revenue and Expenditures are available, which will be developed in a Standard Operating Procedure that will guide the reconciliation processes with deadlines, and that Month-end / Year-end processes are documented, be noted.

(u) That the observation made, being a medium risk, of inadequate staff training, not being prioritized, which results in poor employee performance leading not achieving its financial reporting objectives; misstatements in the financial statements resulting in misleading information being provided to the users of the financial statements; and Financial Statements not prepared in accordance with the recognized financial reporting standards resulting in qualified audit opinions, be noted.

(v) That the General Manager: Finance ensures that the staff members are provided with adequate training on the reporting requirements of the IPSAS prior to its adoption; and that an on-the-job training system be implemented which should be monitored continuously for effectiveness.

(w) That the General Manager: Finance have on-going training programs on key accounting standards applicable to the Municipality to achieve an unqualified auditors' opinion must form part of the General Manager: Finance's Key Performance Areas (KPA's)

(x) That the Chief Executive Officer ensure that the General Manager: Finance's KPA's be measured and monitored on a periodic basis.

(y) That the Manager: Finance's management comments informing that Messrs Business Connexion is currently providing continuous online consultation with the IPSAS implementation and will provide training to all relevant staff members in the Finance Department as part of the IPSAS implementation scope, to upgrade the skills of the Finance staff to afforded adequate training, be noted.

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11.1.19 **LEGAL & COMPLIANCE**
(C/M 2022/09/29 - 12/3/1,4/P)

M: HC
Acting GM: CS&HC
CEO

RESOLVED:

(a) **That the observation made, being a high risk, being a lack of a Formalized Compliance Charter, that has not prioritized the implementation and formalization of the Compliance Function for Council, that can cause an increased risk of non-compliance with regulations may exist as there are no formal processes and documentation on the elements of the compliance program, the roles and responsibilities of the various personnel and the monitoring of the appropriateness of the compliance procedures throughout the Municipality, be noted.**

(b) **That the General Manager : Corporate Services & Human Capital implements an effective Compliance Function, to be guided by a Compliance Charter, and provide adequate oversight over the Compliance Function for Council , the Compliance Charter must be reviewed periodically to ensure that it remains up to date; and the Compliance Function should be independent from the first line of defence and the performance of the Compliance Function must be assessed on a periodic basis to ensure that it remains relevant and effective; and such must be adequately staffed with personnel who have a good understanding of the effect of applicable laws, rules, codes and standards to the Local Authority Council.**

(c) **The observation made, being a high risk, a lack of a Formalized Compliance Register, by not prioritized the implementation and formalization of the Compliance Function, that can cause the risk of periodic compliance assessments which may expose the Local Authority Council to unexpected compliance risks; and increase risk of non-compliance with regulations which may exist as there is no formal compliance policies and procedures to help identify, assess, manage and monitor regulatory compliance risks, be noted.**

(d) **That the General Manager: Corporate Services & Human Capital develops a compliance policy which provides a uniform and practical approach to ensuring regulatory compliance; to perform a compliance assessment on a periodic basis (i.e., annually, or when there is an update in the existing laws and regulations).**

(e) **That the General Manager: Corporate Services & Human Capital develops a Compliance Register which should incorporate the risk of non-compliance (likelihood and impact), management action plans and responsible person; to be submitted to Council for approval and be reviewed periodically by the Compliance Function.**

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(f) **That the observation made, being a high risk, of the lack of compliance testing and periodic reporting to Council, and not prioritized the implementation and formalization of the Compliance Function, which can cause a risk of compliance testing that can expose Council to unexpected compliance risks; and that legislative and regulatory compliance risks may not be detected and rectified within a timely manner, be noted.**

(g) **That the General Manager: Corporate Services & Human Capital develops a compliance testing plan each year, which details the compliance testing that will be performed for the year, the plan be submitted for approval to Council to implemented without exceptions and delays.**

(h) **That the General Manager : Corporate Services & Human Capital documents and carry out compliance testing procedures to independently validate adherence to legislative, regulatory and policy requirements across the Municipality; and that the results of the compliance testing and other compliance issues be reported to Senior Management and to Council on a regular basis; where a non-compliance to requirements is noted, a follow-up process should be conducted by the Compliance Function to facilitate an effective implementation of the corrective action plans; repetitive non-compliance issues should be escalated to the appropriate authorities (i.e., Senior Management/Exco and the Council); and periodic reporting should be made to the Council on how the Compliance Function has discharged its duties and the outcomes of the compliance audits performed.**

(i) **That the observation made, being a medium risk, the lack of Compliance Function Training, as Council has not prioritized the implementation and formalization of the Compliance Function, as the risk of the lack of training limits the Senior Management and Compliance Function's awareness of potential compliance issues, be noted.**

(j) **That the General Manager: Corporate Services & Human Capital implements a Compliance Function which should be adequately trained to ensure that the function remains up to date with changes in laws and regulations and the interpretation of how the laws and regulations may impact the Municipality, the function to be competent to discharge its functions; and periodic training activities be implemented for the key staff members who are tasked with ensuring compliance within their departments.**

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GM: F
CEO
CO: MC
M: HC
Acting GM: CS&HC

11.1.20 **CORPORATE GOVERNANCE**
(C/M 2022/09/29 - 12/3/1, 5/2/4/6)

RESOLVED:

(a) That the finding on the application of the NamCode, Chapter 1 - Ethical Leadership and Corporate Citizenship, principles:

1) *Council to provide effective leadership based on an ethical foundation, partially applied.*
2) *Council to be seen to be a responsible corporate citizen, partially applied.*
3) *Council's ethics are managed effectively, partially applied, be noted.*

(b) That Council adopts the principles of the NamCode and that implementation and compliance to the principles of the NamCode be regularly monitored.

(c) That training be provided to staff on a periodic basis on the contents of the code of ethics policy and the monitoring and implementation of the code of ethics policy should be performed on a periodic basis and should not be a once off exercise.

(d) That guidelines be drafted for the Integrity Committee which should set out their mandate and roles and responsibilities for approval by Council and subjected to regular review to ensure that it remains aligned to current practices.

(b) That the finding on the application of the NamCode, Chapter 2 - Councils of Directors (led by the Council), principles:

1) *Council act as the focal point for and custodian of corporate governance, applied.*
2) *Council appreciate that strategy, risk, performance, and sustainability are inseparable, not applied.*
3) *Council to provide effective leadership based on an ethical foundation, partially applied.*
4) *Council to ensure that the Municipality is and is seen to be a responsible corporate citizen, partially applied.*
5) *Council to ensure that the Municipality's ethics are managed effectively, partially applied.*
6) *Council ensures that the Municipality has an effective and independent Audit Committee, partially applied.*
7) *Council be responsible for the governance of Risk, not applied.*
8) *Council be responsible for information technology (IT) governance, partially applied.*
9) *Council ensures that the Municipality complies with applicable laws and considers adherence to non-binding rules, codes, and standards, partially applied.*
10) *Council ensures that there is an effective risk - based internal audit, partially applied.*
11) *Council to appreciate that stakeholders' perceptions affect the Municipality's reputation, partially applied.*
12) *Council ensures the integrity of the Municipality's integrated report, not applied.*
13) *Council to report on the effectiveness of the Local Authority's system of internal controls, not applied*
14) *Council to act in the best interest of the Local Authority, applied.*
15) *Council to consider turn around mechanisms as soon as the company is financially distressed, applied.*
16) *Council to elect a chairman of the Council who is an independent non - executive director. The CEO of the company should not also fulfil the role of the chairman of the Council, applied.*
17) *Council to appoint the Chief Executive Officer and establish a framework for the delegation of authority, partially applied.*
18) *Council to comprise a balance of power, with a majority of non - executive directors. The majority of non - executive directors should be independent, applied*
19) *Council be appointed through a formal process, applied.*
20) *The induction of and on-going training and development of the Councillors be conducted through formal processes, applied*
21) *Council to be assisted by a competent, suitably qualified, and experienced company secretary, partially applied.*

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22) *The evaluation of the Council its committees and the individual Councillors should be performed every year, not applicable.*
23) *Council to delegate certain functions to well - structured committees but without abdicating its own responsibility, partially applied.*
24) *A governance framework be agreed between the group and its subsidiary Councils, not applicable.*
25) *Local Authority to remunerate Council members and executives fairly and responsibly, applied.*
26) *Council to disclose the remuneration of each individual Councillor, not applied.*
27) *Council to approve the company's remuneration policy, applied, be noted.*

(c) That Council prioritizes the development of the Strategic Plan, without delay.

(d) That Council establishes a succession plan for the position of the Chief Executive Officer.

(e) That the job description of the Council Secretary/General Manager : Corporate Services & Human Capital be updated to include all key tasks related to Council.

(f) That Council annually consider to review the individual Council members, the Council committees and the Council as whole and that the evaluations be performed by independent professional evaluators, the evaluations be shared with the Council and a plan be put in place to implement the recommendations from the evaluation reports.

(g) That Council's committees' guidelines be reviewed to ensure that they are kept up to date and be aligned with current business practices and should include all the minimum required information and clearly set out the mandate and purpose for each committee.

(h) That Council considers disclosing the individual compensation of each Council member in the Annual Mayor's Report, after consultation with the line Minster, before implementation.

(i) That the finding on the application of the NamCode, Chapter 3 - Audit Committees, principles:

1) *That Council ensures that the Municipality of Swakopmund has an effective and independent Audit Committee, partially applied.*
2) *That Council's Audit Committee members be suitably skilled and experienced independent non-executive director, applied.*
3) *That Council's Audit Committee be chaired by an independent non - executive director, applied.*
4) *The Audit Committee should oversee integrated reporting, not applied.*
5) *The Council's Audit Committee ensures that a combined assurance model is applied to provide a coordinated approach to all assurance activities, not applied.*
6) *That Council's Audit Committee satisfies itself to the expertise, resources, and experience of the company's finance function, not applied.*
7) *The Council's Audit Committee be responsible for overseeing of internal audit, applied.*
8) *The Council's Audit Committee should be an integral component of the risk management process, not applied.*
9) *The Council's Audit Committee be responsible for recommending the appointment of the external auditors and overseeing the external audit process, not applicable, external auditors are appointed by the Auditor General's office.*
10) *The Council's Audit Committee report to Council (in the integrated report) on how it has discharged its duties, partially applied.*

be noted.

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(j) That Council reviews the Guidelines for Council's Audit & Risk Committee to ensure that it is aligned to current practices to be approved and signed off for implementation and periodically be reviewed and updated by Council's appointed Internal Audit Team.

(k) That Council's Audit & Risk Committee on an annual basis meet with the Internal and External Auditors without the presence of management.

(l) That Council ensures that the Audit & Risk Committee are suitably skilled and experienced and where skills gaps are identified, adequate training be offered by the appointed internal auditors to enable them to deliver on their mandate.

(m) That Council's Audit & Risk Committee be subjected to regular performance reviews to ensure that it is fulfilling its obligations.

(n) That Council considers implementing integrated reporting.

(o) That Council implements a Combined Assurance Model, where the assurance provided by the different assurance providers is analyzed to identify gaps and duplications in the assurance model to ensure that any duplications are eliminated.

(p) That Council's Audit and Risk Committee formally assess the relevance and adequacy of the finance function and make a disclose in the Annual Mayor's Report.

(q) That the mandate of Council's Audit & Risk Committee be documented in a way that sets out what the expectations are for the members of the committee.

(r) That Council's Audit & Risk committee guidelines be dated and signed off as evidence of approval by Council.

(s) That the norm be implemented that Council's Audit & Risk committee report on the activities for the period under review and report to Council how it discharges its duties.

(t) That the finding on the application of the NamCode, Chapter 4 - Governance of Risk, principles:

1) *The Council should be responsible for the governance of risk, not applied.*
2) *The Council should determine the levels of risk tolerance, not applied.*
3) *The Risk Committee or Audit Committee should assist the Council in carrying out its risk responsibilities, not applied*
4) *The Council should delegate to management the responsibility to design, implement and monitor the risk management plan, not applied*
5) *The Council should ensure that risk assessments are performed on a continual basis, applied.*
6) *The Council should ensure that frameworks and methodologies are implemented to increase the probability of anticipating unpredictable risks, partially applied.*
7) *The Council should ensure that management considers and implements appropriate risk responses, applied.*
8) *The Council should ensure continual risk monitoring by management, not applied.*
9) *The Council should receive assurance regarding the effectiveness of the risk management process, not applied.*

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10) *The Council should ensure that there are processes in place enabling complete, timely, relevant, accurate and accessible risk disclosure to stakeholders, not applied, be noted.*

(u) That Council considers delegating the responsibility of risk governance that is currently not in place to a sub-committee of the Council i.e., Council's Audit & Risk Committee.

(v) That the sub-committee reports to Council on how it has discharged its duties on a periodic basis and the sub-committee be subjected to periodic performance reviews to ensure that it is fulfilling its obligations.

(w) That Council should consider developing a risk management policy and implementing a risk management function which should report to the delegated sub-committee of the Council on a periodic basis and that Council should define the risk tolerance levels and risk appetite which should be communicated to Senior Management and mechanisms be put in place to ensure that management takes risk decisions that are within the set risk tolerance levels.

(x) That Council considers implementing a risk management framework and adopt an enterprise-wide approach to risk management that will enhance corporate governance; identification and management of risk; reduce operation surprises and improve stakeholder perceptions, by developing a risk management policy which should include the following information at a minimum:

- *Risk statement.*
- *Risk appetite and risk tolerance levels.*
- *Responsibility for risk management.*
- *Risk management procedure and process.*
- *Criteria for risk classification; and*
- *Risk response plans.*

(y) That the finding on the application of the NamCode, Chapter 5 - Governance of Informational Technology, principles: -

1) *The Council should be responsible for information technology (IT) governance, partially applied.*
2) *IT should be aligned with the performance and sustainability objectives of the company, applied.*
3) *The Council should delegate to management the responsibility for the implementation of an IT governance framework, partially applied.*
4) *The Council should monitor and evaluate significant IT investments and expenditure, applied.*
5) *IT should form an integral part of the company's risk management, not applied.*
6) *The Council should ensure that information assets are managed effectively, not applied*
7) *A Risk Committee and Audit Committee should assist the Council in carrying out its IT responsibilities, partially applied, be noted.*

(z) That Council considers drafting and implementing key IT policies, which should be approved by Senior Management and Council and subjected to a periodic review and the compliance thereof should be monitored on a periodic basis.

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(aa) That the General Manager: Corporate Services and Human Capital include IT as a standing item in their monthly report to Management Committee and Senior Management meetings and key aspects of IT, such as Information Security risks and threats be summarized, which include the terms of the agreement that is in place with the IT vendor.

(bb) That the finding on the application of the NamCode, Chapter 6 - Compliance with laws, codes, rules and standards, principles:

1) *The Council should ensure that the company complies with applicable laws and considers adherence to non-binding rules, codes, and standards, partially applied.*
2) *The Council, each individual director and the company secretary should have a working understanding of the effect of the applicable laws, rules, codes and standards on the company and its business.*
3) *Compliance risk should form an integral part of the Council's risk managements process.*
4) *The Council should delegate to management the implementation of an effective compliance framework and processes, be noted.*

(cc) That the General Manager: Corporate Services & Human Capital identify all laws, rules and regulations that are applicable and develop a compliance checklist, draft, and implement a compliance framework or policy for approval by Council for implementation, monitoring, and periodic review.

(dd) That the General Manager: Corporate Services & Human Capital incorporate the compliance with laws, codes, rules, and standards in the department's Monthly Report.

(ee) That the finding on the application of the NamCode, Chapter 7 - Internal Audit, principles:

1) *The Council should ensure that there is an effective risk based internal audit.*
2) *Internal audit should follow a risk-based approach to its plan.*
3) *Internal audit should provide a written assessment of the effectiveness of the company's system of internal control and risk management.*
4) *The Audit Committee should be responsible for overseeing internal audit.*
5) *Internal audit should be strategically positioned to achieve its objectives, be noted.*

(ff) That the Chief Executive Officer ensured that the Internal Audit Charter be reviewed to be in line with current business practices to be considered and approved by Council's Audit & Risk Committee and Council, for implementation and periodic review.

(gg) That the Chief Executive Officer request the External Auditors appointed by the Auditor General to assess the function of the Internal Auditors and performs a quality review, for submission to Council.

(hh) That the finding of the application of the NamCode, Chapter 8, - The Governance of Stakeholder Relationships, principles: -

1) *The Council should appreciate that stakeholders' perceptions affect a company's reputation.*
2) *The Council should delegate to management to proactively deal with stakeholder relationships.*

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3) *The Council should strive to achieve the appropriate balance between its various stakeholder groupings in the best interest of the company.*
4) *The Municipality should ensure the equitable treatment of stakeholders.*
5) *Transparent and effective communication with stakeholders is essential for building and maintaining their trust and confidence.*
6) *The Council should ensure that disputes are resolved as effectively, efficiently, and expeditiously as possible, be noted.*

(ii) That the General Manager: Corporate Services & Human Capital develop a database of Council's Stakeholders which includes the stakeholder contact details and the nature of the relationship with a stakeholder's policy that adequately sets out the process to resolve disputes with stakeholders when they arise, to be submitted to Council for approval, implementation, and periodic review.

(jj) That the stakeholder data base and policy be made available to key staff members and should be updated from time to time.

(kk) That the General Manager: Corporate Services & Human Capital ensures annually to undertake a stakeholder perception survey aimed at both internal and external stakeholders to work attended and such survey be submitted to Council.

(ll) That the finding of the application of the NamCode, Chapter 9, -Integrated Reporting and Disclosure, principles:

1) *The Council should ensure the integrity of the company's integrated report.*
2) *Sustainability reporting and disclosure should be integrated with the Municipality's financial reporting.*
3) *Sustainability reporting and disclosure should be independently assured, be noted.*

(mm) That General Manager : Finance with the General Manager : Corporate Services & Human Capital develop for Swakopmund Municipality an annual integrated report that includes Council's financial reporting to improve management information, decision making and for greater focus on measuring the long-term success of the Municipality and greater understanding of strategy and long-term objectives by Council's stakeholder to enhance understanding to the Council on how value is created and the understanding on business risk and opportunities for balanced and improved communication with Council's stakeholders.

11.1.21 **MAYORAL ANTI-CRIME FUND**
(C/M 2022/09/29 - 12/3/1, 5/5/5/1)

CEO
GM: F
GM: CSHC

RESOLVED:

(a) That the observation made, being a high risk, as a lack of policies and procedures to govern the Mayoral Anti-Crime Fund's Operations, which sets out the following information at a minimum:

- ***The purpose of the fund.***

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- *Administration of the fund's activities.*
- *Members of the fund's Committee, including voting powers.*
- *Handling of receipts to the fund.*
- *Handling of disbursements made from the fund; and*
- *Reporting on the fund's activities, be noted.*

(c) That the Chief Executive Officer ensures that the administration at the Office of the Mayor develop a policy and procedure to guide the administration of the Mayoral Anti-Crime Fund, and continuously monitor compliance to the policies and procedures to promptly address any deviations identified, be submitted to Council for approval, implementation and periodic reviewed that it remains relevant.

(d) That approved policy and procedure be centrally stored / saved on the server, shared drive, accessible to all staff members.

(c) That the observation made, being a high risk, due to inadequate controls over the invoicing and funded through revenue generated from the film location permits for filming done in Swakopmund, as the location filming fees are set by Council and forms part of the Municipality's approved tariffs, be noted.

(d) That the Chief Executive Officer's administration review the Location Filming in Swakopmund and Film Permit Guide, to refer to the Municipality's approved tariffs and amendments recommended to Council for approval.

(e) That a film permit application form compiled to be approved by Council for implementation, the application form includes but is not limited to the following information:

- *Details of the applicant (i.e., name and capacity of individual applying for the permit, name of production company, physical address of company, contact details, name of the project).*
- *Synopsis of film.*
- *Filming dates.*
- *Filming locations; and*
- *Indemnity certificate.*

(f) That the General Manager: Finance issue system-based invoices for all approved filming applications and no invoices should be generated outside of the financial system; and that filming permits only be issued to applications who have settled the full amount of their invoices.

(g) That the observation made, being a high risk, inadequate controls over the invoicing and receiving of funds, be noted.

(h) That the Chief Executive Officer's administration review the Location Filming in Swakopmund a Film Permit Guide, refer to the Municipality's approved tariffs and amendments recommended to Council for approval during Council's budget period and commencement of the new financial year.

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(i) **That the observation made, being a high risk, incomplete and inaccurate allocation of funds in Council's financial statements, be noted.**

(j) **That the General Manger: Finance ensures that the allocation of receipts be performed daily by the Accountant: Expenditure & Bank Control in conjunction with the Head Cashier to ensure income are timely allocated to the correct vote and that the Mayoral Anti-Crime vote be reconciliated monthly to identify any discrepancies and errors/or omissions to be promptly rectified and cleared.**

(k) **That the General Manager: Finance should delegate the responsibility of performing the reconciliation to a staff member within the Finance Department and provide oversight to ensure that the reconciliation is adequately and timely prepared.**

(l) **That the observation made, being a high, inadequate reconciliation processes, be noted.**

(m) **That the General Manager: Finance implements the issuing invoices from the financial system for all approved filming applications and no invoices should be issued outside of the financial system and receipts be issued timely allocated to the correct invoice and vote.**

(n) **That the General Manager: Finance designated a staff member in the Finance Department to reconcile the funds finances in conjunction with the Manager: Finance to be reviewed by the General Manager: Finance, to ensure that discrepancies identified be promptly rectified and cleared.**

(o) **That the observation made, being a medium risk, inadequate retention of supporting documents, be noted.**

(p) **That the Chief Executive Officer's administration as well as the General Manager: Finance ensures that all supporting documentation and approvals are adequately approved and placed in the applicable file.**

11.1.22 **MAYORAL DEVELOPMENT FUND**
(C/M 2022/09/29 - 12/3/1, 5/5/5/2)

RESOLVED:

CEO
GM: F

(a) **That the observation made, being a medium risk, the organizational practices may not be aligned to the approved policy and / or procedures resulting in the inconsistent application of the control processes and failure to meet Municipal objectives; and compliance to policy requirements is not monitored resulting in a lack of compliance with established policies and failure to meet Municipal objectives, be noted.**

(b) **That the Chief Executive Officer ensures that the administration of the office of the Mayor and Mayoral Development Fund Committee review the policies and procedures on a periodic basis**

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and amendments recommended to the Council for approval as required and that the Mayoral Development Fund Grant application form be made accessible to all staff members and to the residents of Swakopmund (i.e., on the Municipality's website).

(c) That the General Manager: Finance monitor the financial compliance according to the requirements set out in the Mayoral Development Fund Guidelines to ensure that the guidelines are completely and fully implemented without exceptions or variation, any non-compliance issues identified should be promptly addressed by the Mayoral Development Fund Committee.

(d) That the observation made, being a medium risk, incomplete, inaccurate, and untimely allocation of the Mayoral Development Fund funds as the balance of the fund may be misstated in the financial statements; and unauthorized expenditure is paid from the fund which may not be aligned to the fund's objectives, be noted.

(e) That the General Manager: Finance reconciles the Mayoral Development Fund vote monthly to identify any potential errors or omissions for any discrepancies identified to be promptly rectified and cleared.

(f) That the General Manager: Finance ensures the accuracy and validity of payments made from the Mayoral Development Fund by vouching payments to supporting documents prior to finalizing the payments on the financial system; and that the allocation of receipts be performed on a daily basis by the Accountant: Expenditure & Bank Control in conjunction with the Head Cashier to ensure funds are timely allocated to the correct vote.

(g) That the observation made, being a high risk, inadequate reconciliation processes of the Mayoral Development Fund as balances that may be misstated in the financial statements; and inadequate monitoring of contributor's funds leading to loss of confidence by the public and inability to attract future support towards the fund, be noted.

(h) That the General Manager: Finance issue invoices from the financial system for all pledges made towards the fund and no manual invoices be issued and that the allocation of receipts be managed/issued daily against the invoices issued and be allocated to the correct vote.

(i) That the Manager: Finance ensure that assistance be provided to follow up on unpaid invoices with the respective contributors and that action to be taken for long outstanding unpaid invoices (i.e., write off) which should be authorized by the Mayoral Development Fund Management Committee.

(j) That the General Manager: Finance in conjunction with the Secretary of the Mayoral Development Fund (PA to the Mayor) monthly reconciles fund taking into consideration the activities of the fund in terms of the Mayoral Development Fund's Guidelines and those discrepancies identified be promptly rectified and cleared.

(k) That the observation made, being a medium risk, inaccurate and incomplete reporting of contributors' funds leading to loss of

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confidence by the public and an inability to attract future support, be noted.

(m) That the General Manager: Finance in conjunction with the Secretary of the Mayoral Development fund review the accuracy and completeness of the information and that the Mayor's Report reflects accurate and complete information.

(o) That the observation made, being a low risk, inadequate archiving of supporting documents, be noted.

(p) That the Secretary of the Mayoral Development Fund (PA to the Mayor) ensure that all supporting documentation is adequately and completely filed to ensure completeness in terms of the Archives Act.

11.1.23 **FOLLOW UP: REVIEWS OF AUDITS PERFORMED 2019/2020 CASH COLLECTION & ADMINISTRATION**
(C/M 2022/09/29 - 12/3/1, 3/2/2)

GM: F
GM: CSHC

RESOLVED:

(a) That the observation made, being a medium risk, inadequate governance over the refunds process, being partially implemented, be noted.

(b) That the General Manager: Finance drafts standardized operating procedures (SOP's) for the refunds process, in consultation with all the relevant stakeholders in the organization and submit the SOPs to the Management Committee and Council for review and approval.

(c) That the Standard Operating Procedures (dd 27 March 2013) for Booking of Halls, Open Spaces, and Sports be reviewed to be updated by the General Manager: Economic to align with this exercise.

(d) That the observation made, being a medium risk, inadequate review of approved tariffs on Council systems, being implemented, be noted.

(e) That the General Manager: Finance and the General Manager: Corporate & HC proactively download the gazette tariffs as soon as they are made available on the Government's website to ensure timely verification of tariffs updates onto the Solar Accounting System and that centralize the review activity of all updated Tariffs on Council systems.

(f) That the observation made, being a low risk, inadequate review, and incompliance to the Financial Regulations, being partially implemented, be noted.

(g) That the General Manager: Finance performs a revision exercise on Council Regulations and Standardized Operating Procedures to ensure complete and effective

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procedural instruction and direction as stipulated in the control activities and related documentation.

(h) That the observation made, being a low risk, inadequate supervision of cash up procedures, being implemented, be noted.

(i) That the General Manager: Finance ensures that the cash float be independently verified daily by the Accountant: Revenue and/or Head Cashier, and any discrepancies should be adequately followed up.

11.1.24 **FOLLOW UP: REVIEWS: INTERNAL AUDIT PERFORMED 2019/2020 FLEET MANAGEMENT**
(C/M 2022/09/29 - 12/3/1, 16/2/6/2/1)

CEO
GM: CS&HC
GM: EPS
GM: F

RESOLVED:

(a) That the observation made, being a high risk, that the bidding process followed for fleet vehicle acquisitions could not be verified, being implemented, be noted.

(b) That the Procurement Function implement an adequate register and filing record of bidding documentations, in consultation with Municipal Archives.

(c) That the Head of Procurement in conjunction with the General Manager: Corporate Services & HC address the administrative and archive procedures around the recording and custody of bidding documents and those standard operating procedures be compiled for approval by Council and implementation and the all the relevant staff be trained on the correct implementation.

(d) That the Head of Procurement ensures that Council's Procurement Committee performs a thorough review of the bidding evaluation reports before any award is granted.

(e) That the observation made, being a medium risk, inadequate governance over the fleet management processes, being partially implemented, be noted.

(f) That the General Manager: Finance to draft Policies and Standardized Operating Procedures (SOP's) to govern fleet management, particularly focusing on acquisition of fleet, disposal of fleet, fuel issue and reconciliation and vehicle inspections and logbooks and recommend the SOPs to the Management Committee and Council for review and approval.

(g) That the observation made, being a medium risk, inadequate maintenance of vehicle logbooks and inspection checklists, being partially implemented, be noted.

(i) That the General Manager: Engineering & Planning Services review all vehicle Logbooks and inspection Checklists and

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ensures a centralized inspection of all fleet vehicles by the Manager: Works, who is responsible of Council's Fleet Management in consultation with the inspection activities performed by the Traffic Section.

(j) That the observation made, being a medium risk, inadequate update of fleet vehicle odometer readings on the Solar Accounting System, not being implemented, be noted.

(k) That the General Manager: Finance performs a holistic review of the fuel usage with due regard to the reasonableness of the fuel quantities issued and the vehicle odometer readings and that this exercise, as well as fuel reconciliation activities, be incorporated in the Fuel Issue Standardized Operating Procedures (SOP), compiled for submission to Management Committee for review, approval, and implementation.

(l) That the General Manager: Finance to implement adequate centralized fuel issue reporting to the Management Committee

(m) That the General Manager: Finance reconciled the fuel usage to vehicle usage on the details in the Logbook and the Solar Accounting System; and that Vehicle Logbooks and fleet vehicle odometer readings be updated on the Solar Accounting System be reviewed by management on a regular basis and evidence the review by signature on the Logbooks and fuel issue, be performed.

(n) That the observation made, being a medium risk, expired vehicle license discs, not being implemented, be noted.

(o) That General Manager: Finance ensures responsible staff and departmental sections for Council's Fleet Management makes use of the Fleet Management Module on the Solar Accounting System for vehicle license monitoring and implement a centralized monitoring activity of fleet vehicle licensing and timely renewal of vehicle license discs.

(p) That the observation made, being a medium risk, no evidence of approval of the upset prices for disposed fleet vehicles, being implemented, be noted.

(q) That the General Manager: Finance ensures as determined per Council resolution that upset prices are done by the Chairperson of Management Committee and Chief Executive Officer are done in consideration with the fleet vehicle's book and/or residual values as at disposal dated, and that the upset prices be signed off by the Chairperson of Management Committee and the Chief Executive Officer as evidence oof review and approval.

(r) That the observation made, being a medium risk, lack of centralized management of the fleet monitoring system, being partially implemented, be noted.

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(s) That the General Manager: Engineering & Planning Services in conjunction with Council's Human Capital section reviews the job descriptions of the Manager: Works and appropriately allocate the position with adequate fleet management responsibilities.

(t) That the General Manager: Engineering & Planning Services provides periodic reporting on the fleet monitoring activity.

(u) That the General Manager: Engineering & Planning Services in conjunction with the General Manager: Corporate Services & Human Capital re-draft and or obtain a Service Level Agreement from the Service provider of the fleet tracking system, which clearly outlines each party's roles and responsibilities, and ensure that it is signed by both parties.

(v) That the observation made, being a medium risk, inadequate maintenance of a standardized fleet register, being implemented, be noted.

(w) That the General Manager: Engineer & Planning in conjunction with the General Manager: Finance maintains complete register of fleet vehicles which clearly details the dates on which the fleet was acquired and/or disposed and performs a periodic matching exercise as a review procedure, between the FAR and the KR030 report, and all nil value items should be removed from the reports.

(x) That the observation made, being a medium risk, inconsistent repairs, and maintenance purchase order vs invoice detail, being implemented, be noted.

(y) That the General Manager: Finance implements an adequate review of purchase orders regardless of the order amounts, with appropriate reference and review to the quotations obtained for the maintenance of Council's fleet/vehicles.

11.1.25 **FOLLOW UP: REVIEWS: INTERNAL AUDITS PERFORMED 2019/2020 HUMAN RESOURCES**
(C/M 2022/09/29 - 12/3/1, 4/2/4/1/3)

CEO
GM: CS&HC
GM: HS & SW

RESOLVED:

(a) That the observation made, being a high risk, inadequate governance over Human Resource (HR) processes only being partially implemented, be noted.

(b) That the General Manager: Corporate Services & Human Capital draft policies and procedures for approval and implementation for the following processes:

- ***Formalized Workforce & Succession Plan;***
- ***Management of Master Data Amendments on Payday Audit Report.***
- ***Payday User Access Rights Assessment and Approval by Senior Management.***

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- ***Staff Onboarding Procedures.***
- ***Termination process;***
- ***Remuneration Policy; and***
- ***Job Evaluation Policy.***

(c) That the General Manager: Corporate Services & Human Capital implements detail for the frequency of the policy and/or procedure reviews.

(d) That the observation made, being a medium risk, no human resource compliance framework adopted and maintained by the Municipality, not being implemented, be noted.

(e) That the General Manager: Corporate Services & Human Capital in collaboration with Legal Services, adopt a human resource compliance register detailing legislation and regulation to which the Municipality should comply, the framework to detail the frequency of compliance reviews, as well as the allocation of responsibility within the Municipality in this regard.

(f) That the observation made, being a medium risk, non-compliance with the Employment of Service Act 8 of 2011, not being implemented, be noted as evidence had been provided that the Municipality has been exempted from complying with the requirements of the Employment Services Bureau.

(g) That Council note that the Municipality's recruitment process is guided by the Recruitment and Selection Regulations for Local Authority Councils: Local Authorities Act, 1992, which requires that 2 advertisements be placed in any local newspaper.

(h) That the observation made, being a low risk, inadequate review, and compliance to the Condition of Service Policy, not being implemented, be noted.

(i) That the General Manager : Corporate Services & Human Capital revise Council's Condition of Service Policy to ensure complete and effective direction stipulated in the control environment and related documentation and implements detail of the frequency of policy review and update exercise should be included in the policy.

(j) That the observation made, being a low risk, bonus pay-out adjustment instruction letter not on file, being implemented, be noted.

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11.1.26 **FOLLOW UP: REVIEWS: INTERNAL AUDITS PERFORMED 2019/2020 HEALTH SERVICES**
(C/M 2022/09/29 - 12/3/1, 4/2/4/1/6)

CEO
GM: HS & WM

RESOLVED:

(a) That the observation made, being a high risk, no renewed management agreement with Enviro-Fill in place, being implemented, be noted.

(b) That the observation made, being a medium risk, inadequate governance over health services processes, being partially implemented, be noted.

(c) That the General Manager: Health & Solid Waste Management compile a Business Registration and Animal Control policies and procedures for approval by Management Committee and implementation and the detail of the timing of policy and/or procedure review and update exercise should be included in the drafted and approved policies and procedures.

(d) That the General Manager: Health & Solid Waste Management compile a detailed Waste Management Plan in line with the Waste Management Policy, be approved by Council and implemented.

(e) That the observation made, being a medium risk, no health & safety compliance framework adopted and maintained by the Municipality, not implemented, be noted.

(f) That the General Manager: Health & Solid Waste Management in collaboration with Corporate Services Industrial Relations Officer, draft a Health and Safety Compliance Register detailing regulation to which they should comply with, this Framework should further detail the frequency of compliance review, as well as the allocation of responsibility within the Municipality in this regard.

(g) That the observation made, being a medium risk, discrepancies relating to the business registration process, being partially implemented, be noted.

(h) That the General Manager: Health & Solid Waste Management Services, performs a thorough review of the applications for business licenses before businesses are registered; and only be registered after adequate documentation has been provided and approved by management; and after proper inspection has been performed and verified.

(i) That the observation made, being a low risk, inadequate control over animal licensing activities, being partially implemented, be noted.

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(j) That the General Manager: Health & Solid Waste Management ensures that an updated register be kept for all licensed animals detailing the type of animal, owner's details and the number of animals owned by the owner; a dog license certificate be issued for every payment made for a dog license; and a tag should be issued for every licensed dog.

11.1.27 **FOLLOW UP: REVIEWS: INTERNAL AUDITS PERFORMED 2019/2020 SEWERAGE & WATER WORKS**
(C/M 2022/09/29 - 12/3/1, 16/2/4/6/2 &

CEO
GM: EPS
GM: CSHC

RESOLVED:

(a) That the observation made, being a medium risk, inadequate governance of sewerage and water works processes, being partially implemented, be noted.

(b) That the General Manager: Engineering & Planning Services draft Sewerage and Waterworks Policies and Procedures to be approved and implemented, detail of the frequency of policy / procedure review and update exercise be included in the policies and procedures.

(c) That the General Manager: Engineering & Planning in collaboration with the General Manager: Corporate Services & Human Capital's Industrial Relations Officer draft a Sewerage & Waterworks compliance register detailing the regulations to which the Municipality should comply with, the responsibility within the Municipality and frequency of review and update exercise be included in the register.

(d) That the General Manager: Engineering & Planning draft and formalize a maintenance plan for approval by Management Committee and implementation, and all repairs and maintenance must be executed within the framework of the Maintenance Plan as well as the frequency of review and update exercise also to be included in the plan

(e) That the observation made, being a medium risk, no extension to the Sewerage Treatment Plan permit being in effect, implemented, be noted.

(f) That the General Manager: Engineer & Planning implements a contract management framework / register that adequately details all contracts/permits timing and when contracts be renewed, and continuous monitor to ensure all terms in the agreement are complied with.

(g) That the observation made, being a low risk, inadequate internal monitoring of staff productivity, not being implemented, be noted.

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(h) That the General Manager: Engineer & Planning in collaboration with the General Manager: Finance exercise a job card activity, or every job performed by Council's artisans; and a review of the efficiency of the time spent as recorded on the job cards to benchmark hours per specified job/task.

(i) That the observation made, being a low risk, that no evidence of inspections performed by the Department of Water Affairs, be noted.

(j) That the General Manager: Engineer & Planning ensures that a report is compiled to serve as a status update of the compliance of the Sewerage Treatment Plant when an inspection is performed by the Department of Water Affairs. the report to include the date of inspection, who performed the inspection, a brief description of the inspection results and signed by a Department of Water Affairs representative and the responsible staff member that observed the inspection.

11.1.28 **ICT SUPPORT CONTRACT**
(C/M 2022/09/29 - 12/3/1, 8/2/1)

GM: CS & HC
Head of PMU
CEO

RESOLVED:

(a) That the observation made, being a medium risk, ICT contract review and finalization, being a lack of Management oversight, be noted.

(b) The General Manager: Corporate Services & Human Capital submit and discuss at EXCO, the recommendations from the attorney and decide whether the revised contract is still relevant or requires update and sign it should they want to renew their relationship with Council's IT vendor, Messrs BCX.

(c) That the observation made, being a medium risk, monitoring of ICT vendor performance, be noted.

(d) The General Manager: Corporate Services & Human Capital responsible for the management Council's agreements design and implement a formal process to monitor performances of all its vendors on a regular basis, vendor performances must be monitored in terms of the agreements signed with the respective vendors and associated KPIs in the signed agreements.

(e) The General Manager: Corporate Services & Human Capital responsible for the management Council's agreements on a quarterly basis, provide a summary of agreement performances to Management Committee information and decision making if required.

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(f) **The General Manager: Corporate Services & Human Capital considers the recommendation made by Council's Internal Auditors, to decide on the type of information which Council should receive from the service providers on a regular basis (for example, every 2 months), and the type of information to be included in the service provider's report can include the following, for example:**

- ***% of calls closed in relation to the number of calls logged by the users during a period.***
- ***Top 5 users who consumed the most data during a period.***
- ***Users who logged onto financial system or another system on weekends or after hours.***
- ***% system uptime; and***
- ***% of successful backups made.***

(g) **That consideration be given to the KPIs described in the agreement with the service provider to be used as source of reference in deciding what information the service provider should provide to the Municipality on a regular basis.**

ITEM 11.1.29 was omitted.

11.1.30 **APPLICATION BY MR VELSIM LUKAMBA TO WAIVE THE PRE-EMPTIVE RIGHT OVER ERF 4046, MONDESA, EXTENSION 9**
(C/M 2022/09/29 - M 4046)

CO: H
Acting GM: CS&HC

RESOLVED:

(a) **That Council does not waive the 10 year restriction over, Erf 4046, Mondesa to permit the transfer of Erf 4046 to his relative, Mr Apollos Mhanda who is not on the Master Waiting List and already owns a house.**

(b) **That Mr Lukamba sells Erf 4046 Mondesa to a third party who meets the following criteria :**

(i) Must be on the Master Waiting List
(ii) Must reside in Swakopmund
(iii) Must be a first-time house owner
(iv) Must earn at least N$ 6000.00 and more

(c) **Council commits the transaction and that Mr Velsim Lukamba be informed that he no longer qualifies for allocation of an erf under the low-cost housing projects, as he is no longer a first-time property owner.**

(d) **That based on (a) above Ministerial approval be obtained to allow Mr Lukamba to sell Erf 4046 Mondesa, Extension 9 to a third party, who meets the criteria under (b) above.**

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11.1.31 **APPLICATION FOR ADDITIONAL SPACE ADJACENT TO HANGAR 76**
(C/M 2022/09/29 - 18/1/1/2, Hangar 76)

CO: P
CEO
Acting GM: CS&HC

RESOLVED:

(a) That all the applications relating to the leases of land at the airport be delegated to the office of the Chief Executive Officer with feedback to Council.

(b) That a portion of land measuring 100m² (5m x 20m) located on the eastern side of Hangar 76 which is being leased to Mr Martin Compion be consolidated with Hangar 76.

(c) That Council grants consent in terms of clause 5 of the lease agreement for the use of the additional portion of land as administrative offices for the flying school established on Hangar 76.

(d) That the rental tariff for the additional space be the same as the current rate of the hangars for commercial puposes i.e N$ 6.08/m² (7% escalation due 1 July 2023).

(e) That an addendum to the current lease agreement reflecting points (a), (b) and (c) above be compiled and entered into.

11.1.32 **TRANSFER OF FUNDS: FIRE PUMPER UNIT**
(C/M 2022/09/29 - 15/4/1;3/1/1/1/1)

GM: F
GM: EDS

RESOLVED:

That approval be granted to the GM: Finance to transfer N$5 420 000.00 (Vote: 3500310137) and N$1 180 000.00 (Vote: 350031018400 to the 2022/3 financial year to enable the Economic Development Services Department to purchase the firefighting equipment and the 15000lt Water Tanker Unit.

11.1.33 **APPLICATION FOR SPECIAL CONSENT TO OPERATE A PLACE OF INSTRUCTION FOR CHILDREN FROM SIX (6) WEEKS UP TO AND INCLUDING GRADE THREE (3) ON ERF 442, SWAKOPMUND**
(C/M 2022/09/29 - E 442)

GM: EPS

RESOLVED:

(a) That special consent to operate a Place of Instruction on Erf 644, Swakopmund for children from 6 weeks up to and including Grade 3 be approved:

(b) That approval be subjected to the following conditions in terms of Councils "*Resident Occupation Policy*":

(i) That Kingdom Kids Academy registers with the Health Services Department and that the standard Health Regulations will apply.
(ii) That Council reserves the right, to cancel a consent use should there be valid complaints received.

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(iii) That the applicant must operate within the Swakopmund Zoning Scheme provisions.
(iv) That consent is not transferable.
(v) That sufficient parking will be provided on the premises.
(vi) That no on-street parking will be tolerated.

(c) That the objectors be informed of Council's decision and his right to appeal to the Minister against Council's Resolution in respect of resolution (a) above in terms of Clause 8 of the Swakopmund Zoning Scheme within 28 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry of Urban and Rural Development, as well as Council within the said period.

11.1.34 **SUBDIVISION OF ERF 5977 SWAKOPMUND EXTENSION 23 INTO PORTION A AND REMAINDER**
(C/M 2022/09/29 - E 5977)

RESOLVED:

GM: EPS

(a) That the subdivision of Erf 5977, Swakopmund, Extension 23 into Portion A and Remainder not be approved.

(b) That should the applicant wish to proceed to subdivide Erf 5977, Swakopmund, Extension 23 into Portion A and Remainder, the erf be rezoned from general residential to single residential, alternatively they can resubmit the application upon approval of the Swakopmund Zoning Scheme 71 by the Minister.

***(c)* That the applicant be informed that they may appeal the Council decision to the Minister against Council's resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.**

11.1.35 **SUBDIVISION OF ERF 334, MYL 4, EXTENSION 1 INTO PORTION A AND REMAINDER**
(C/M 2022/09/29 - M4 334)

RESOLVED:

GM: EPS

(a) That the subdivision of Erf 334, Myl 4, Extension 1 into Portion A and Remainder (647m² in extent each) be approve.

(b) That an endowment fee of 7.5% be charged for the newly created portion.

(c) That a right of way servitude be surveyed and registered over Portion A in favour of Reminder 334, Myl 4 Extension 1.

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(b) That the accommodation at the Rest Camp be offered at the approved special rate and that the General Manager: Economic Development Services be permitted to change the reservation made to be in terms with Council's special rate for the relevant bungalows at the Rest Camp.

(c) That the Municipality of Swakpmund be acknowledged in the film credits.

(d) That Messrs Tulinane Entertainment will minimize risks to motorists and disruption to traffic movement, and will need to address issues such as:

- *the nature of the road and its role in the local road hierarchy.*
- *the time of the filming activity.*
- *the nature and extent of traffic management required.*
- *the envisaged impact on normal traffic flow and movement.*
- *the impact on affected residents and businesses.*

(e) That Messrs Tulinane Entertainment adhere to all parking regulations, production vehicles must not block driveways or other access/egress ramps, fire hydrants or fire routes.

(f) That any signage is to comply with Council's advertising guidelines.

(g) That no temporary closures of roads under the Municipality's jurisdiction are permitted as it was not stipulated in the application.

(h) That it be Messrs Tulinane Entertainments responsibility to ensure minimum disruption to residents and businesses when filming occurs, and due consideration is to be always given to their rights as they should be free from any negative environmental conditions resulting from filming, including spill-over lighting, exhaust fumes or noise that may affect their ability to enjoy their property or run their business, unless they have given their consent.

(i) That the applicable filming fees be paid in advance before any filming will take place

(j) That Messrs Tulinane Entertainment be required to indemnify Council has to be indemnified the and therefore the application indemnity form provided with their approval needs to be completed, signed and returned before any filming takes place.

(k) That the cost of any additional services provided by Swakopmund Municipality, including security, parking, trades, etc., will be charged in addition to the location fee, in accordance with general policies and procedures.

(l) That the producer shall take out and keep in full force and effect through the term of filming, general liability insurance including without limitation contractual liability insurance and tenants' legal liability insurance, against claims of

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personal injury, bodily injury including death, property damage or loss arising out of the operations of the producer.

(m) That Council's Traffic Section coordinates access to all areas in town, except for private property.

(n) That the production company submits written proof of permissions granted for the use of the various venues/locations in terms of their application.

(o) That Messrs Tulinane Entertainment submit a detailed program, in terms of their locations with exact dates, times and timelines, (5) five days prior to the commencement of filming to the office of the Chief Executive Officer.

(p) That all arrangements, including the payment of the location fees, evidence of insurance, must be completed at least two business days prior to the commencement of filming.

11.1.39 **WITHDRAWAL OF THE ROSSMUND HOMEOWNER ASSOCIATIONS COUNCIL APPROVAL**
(C/M 2022/09/29 - 16/1/4/2/1/10)

RESOLVED:

GM: EPS

(a) That the approval given, by the Council decision of 30 August 2018 under item 11.1.19, to the Rossmund Golf Estate Homeowners Association to have an access control gate to the Phase 2 Rossmund Golf Estate be revoked for the following reasons:

(i) Unapproved Fences erected.
(ii) Residents of the Rossmund Township complaining about the access control gate at Phase 2 and the obstructions of the bollards.

(b) That the Rossmund Golf Estate Homeowners Association be informed that their approval for the Phase 2 application has been withdrawn because of the abovementioned reasons.

(c) That the Rossmund Golf Estate Homeowners Association remove the unapproved fences, access control gate and the bollards and reinstate the surfaces and surrounding landscape to condition before the control gate, bollards and fence was installed.

11.1.40 **TRANSFER OF FUNDS ALLOCATED TO THE DEVELOPMENT OF EXTENSION 32 KRAMERSDORF TO VARIOUS OTHER PROJECTS FOR 2022 / 2023 FINANCIAL YEAR**
(C/M 2022/09/29 - 3/1/1/1/1)

RESOLVED:

GM: EPS
GM: F

(a) That the General Manager: Finance be granted permission to transfer an amount of N$ 5 000 000.00 from Votes listed in

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the table below to a new Vote, named Consultancy Services - Ext. 32, Ext. 33 and Ext. 36 Kramersdorf:

Vote	Description	Available Funds
550031020200	Ext. 32, Kramersdorf (Electricity Supply)	N$40 000 000.00
600031020400	Ext. 32, Kramersdorf (Water Supply)	N$3 500 000.00
650031021700	Ext. 32, Kramersdorf (Streets)	N$7 000 000.00
750031022700	Ext. 32, Kramersdorf (Sewerage)	N$7 500 000.00
750031022500	Ext. 32, Kramersdorf (Lifting Station)	N$16 500 000.00

(b) **That the General Manager: Finance be granted permission to transfer an amount of N$30 000 000.00 from the Votes listed in the table below to a new Vote, named Development of Ext. 42, Swakopmund:**

Vote	Description	Available Funds
550031020200	Ext. 32, Kramersdorf (Electricity Supply)	N$40 000 000.00
600031020400	Ext. 32, Kramersdorf (Water Supply)	N$3 500 000.00
650031021700	Ext. 32, Kramersdorf (Streets)	N$7 000 000.00
750031022700	Ext. 32, Kramersdorf (Sewerage)	N$7 500 000.00
750031022500	Ext. 32, Kramersdorf (Lifting Station)	N$16 500 000.00

(c) **That the General Manager: Finance be granted permission to transfer an amount of N$ 14 500 000.00 from the Votes listed in the table below to a new Vote, named Development of Ext. 41, Swakopmund:**

Vote	Description	Available Funds
550031020200	Ext. 32, Kramersdorf (Electricity Supply)	N$40 000 000.00
600031020400	Ext. 32, Kramersdorf (Water Supply)	N$3 500 000.00
650031021700	Ext. 32, Kramersdorf (Streets)	N$7 000 000.00
750031022700	Ext. 32, Kramersdorf (Sewerage)	N$7 500 000.00
750031022500	Ext. 32, Kramersdorf (Lifting Station)	N$16 500 000.00

(d) **That the funds remaining after the transfer of amounts as requested in (a), (b) and (c) should be considered as savings and that the Votes be closed.**

(e) **That permission is granted for an application to be made to commercial banks for the funding to develop Ext. 32 Kramersdorf.**

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11.1.41 **TRANSNAMIB LAND: ERF 8677, SWAKOPMUND**
(C/M 2022/09/29 - Erf 8677)

GM: F
CO: P
Acting GM:CSHC

RESOLVED:

(a) That Council takes note of the valuation for Erf 8677, Swakopmund based on a business zoning received for negotiation purposes with TransNamib in the amount of N$116 000 000.00.

(b) That taking into account the property valuation of Erf 8677, Swakopmund in the amount of N$116 000 000.00, it is proposed that Council confirms:

- ***Council's intention to pursue negotiations with TransNamib to acquire Erf 8677, Swakopmund;***
- ***The viability of acquiring Erf 8677, Swakopmund; and***
- ***The purpose for which Council require ownership of Erf 8677, Swakopmund.***

(c) That, depending on point (b) above, Council proceeds with the negotiations to acquire Erf 8677, Swakopmund in terms of its decisions passed on 29 April 2021 under item 11.1.18 and on 30 August 2021 under item 11.1.28.

(d) That a delegation consisting of the Mayor, Management Committee Members and Chief Executive Officer meet with the Minister of Works and Transport on a date to be determined.

11.1.42 **MATSI INVESTMENT (PTY) LTD: EXTENSION OF DUE DATE TO COMPLY WITH CLAUSE 3 OF THE JOINT VENTURE AGREEMENT FOR THE DEVELOPMENT OF EXTENSION 13, MATUTURA**
(C/M 2022/09/29 - 16/1/4/2/1/4)

CO: P
Acting GM:CSHC

RESOLVED:

(a) That Council takes note that Matsi Investment (Pty) Ltd had to comply with the suspensive clauses of clause 3 of the development agreement by 26 August 2022, being 120 days since Council's decision made on 28 April 2022, under item 11.1.5 approving the reallocation of erven to them.

(b) That Council takes note of the progress made by Matsi Investment (Pty) Ltd with regard to compliance with clause 3 (attached to their letter dated 26 August 2022).

(c) That it be noted that four developers of the nine developers forming part of the same development project allocation, were granted a minimum additional period of 180 days to comply with clause 3 of the development agreement.

(d) That in order to ensure fair treatment of the nine developers, Matsi Investment (Pty) Ltd be granted time until 25 October 2022 to comply with clause 3 of the development agreement,

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i.e. 180 days from date of Council's decision passed on 28 April 2022.

(e) That if no full compliance is proved, the agreement is terminated.

11.1.43 **RELOCATION OF INFORMAL SETTLERS IN EXTENSION 37 TO EXTENSION 31**
(C/M 2022/09/29 - 16/1/4/2/1/14)

CO: H
Acting GM:CSHC

(a) That the informal settlers in Extension 37 be offered erven to purchase in Extension 31, once the installation of services are finalised.

(b) That affordability calculations be done while the registration of residents of Extension 37.

(c) That informal settlers who cannot be accommodated in Extension 31 or 37 be relocated to Extensions 40/41/42 or portion 182/183 or the Northern Wedge, once the areas are ready for occupation.

(d) That students be appointed to obtain the statistics of the number of people in Extension 37 and identify the unauthorised occupants.

(e) That airtime equivalent to *"Super-Aweh"* be provided to all committees once a month, while the project is ongoing, and the cost be forfeited from Vote: 150515546500.

11.1.44 **ALLOCATION OF ERVEN TO REMAINING TENANTS IN DRC PROPER**
(C/M 2022/09/29 - 16/1/4/2/1/14)

CP: H
Acting GM:CSHC

RESOLVED:

(a) That Council approves the allocation of the following erven to the registered tenants allocated with the erven in Ext 27, 29 and 30:

NO	NEW ERF NO	ERF NO	NAMES	ID NUMBER	YEAR	ILLEGAL	COMMENTS
1	7474	1	Konlas Iyambo	540 [illegible] 940	2007		
2	7475	2	Lonia Kamati	77070701120	2000		
3	7485	4	Timoteus Egumbo	64100500599	2007		
4	7484	5	VACANT			Maria Thomas	
5	7483	8	Andrea Thomas	000 127 001 462	2007		
6	7487	18	Silas Tegela Ashilse	7[illegible]0117227	2010		
7	7486	19	Onesmus Nefeke	6[illegible]0462	2004		
8	7488	20	Paulus Kaulinwe	80072710756	2006		
9	7484	21	Absalom Shapopi	72[illegible]070	2006		
10	7483	24	Matias Nghiki	740 [illegible] 001	2007		
11	7482	26	Martha Abraham	7[illegible]0186	2007		
12	7481	28	Toivo Heufiku	7[illegible]0002	2007		

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13	7480	29	Helvi Mwaendobe	74112400489	2006		
14	7479	32	Josephine Geingas-Gawes	77103010880	2003		
15	7478	33	Markus Shiimbai	74112400489	2007		
16	7476	35	Fortina Nghisculu		2007		
17	7477	36	Isaak Khaleab	68112010054	2001		
18	7486	37	Teopolina Uupindi	65101400041	2007		
19	7487	38	VACANT			[illegible]	[illegible]
20	7516	40	Filemon Mwandingi	68121000226	2007		
21	7515	41	Stella S G Kanines	75001000422	2006		
22	7514	44	Susana Paulus	75089710058	2007		
23	7513	45	Timoteus Tatali	76080300117	2007		
24	7512	48	Rosaline Neobes	6 804 030 800 063	2007		
25	7511	49	Nefiali	69020101358	2007		
26	7510	52	Gerhard Angula	73082300015	2003		
27	7509	53	Petrus Nghikwa	81070710150	2004		
28	7508	54	Abner Tirivesse	63110000544	2007		
29	7507	56	Ndapewoshali Emilia Malaitha	74080000572	2007		
30	7506	58	Ndilimeke Ndahambelela Kahongelile	87071100007	2007		
31	7505	59	Tulongi Ngulofi	83073100137	2021		
32	7504	60	VACANT			Magdalena Mario,	2020, 081 [illegible]
33	7503	63	Mateus Shuuke	62091400140	2007		
34	7502	64	Petalina Johannes	53111000140	2007		
35	7501	67	Tiyus Severinus	80020110073	2007		
36	7500	68	Adalhaid Kavendji	6 000 140 000 281	2004		
37	7498	70	Gideon Namashana Angula	69080700401	2006		
38	7499	71	Simon Hamundja	81120610000	2000		
39	7282	72	Tongenishani Philipus Shaduka	41 010 400 001	2007		
40	7283	73	Nicodemus Amadilla	58001400143	2007		
41	7286	104	Anna Nangula Kuutondokwa	6001001100 370	2003		
42	7302	76	T. Shoamange	700 411 100 177	2007		
43	7301	78	Libous Shikongo	73121200500	2000		
44	7287	103	Josef Shikongo	76030300429	2007		
45	7288	100	Edward Itembu	60071200075	2004		
46	7300	79	Sebastian Immanuel	65080002077	2007		
47	7299	80	Epafras Matheus	75082800500	2007		
48	7289	90	Samuel Amunde	87082200121			
49	7290	96	Julia Gaoes	63020100401	2006		
50	7298	93	Moneale Aoxumus	80012010340	2007		
51	7297	84	Josef Kwaliluyani Mutuhaufi	63110000004	2001		
52	7291	85	Kefas Leopard	630 282 110 771	2007		
53	7292	92	Tomas Simon Mikael	77030310403	2002		
54	7296	87	Teofilus Kondjashili	70001200032	2004		
55	7295		NEW ERF				
56	7293	91	Stella F.Awases	7 105 300 000 341	2003		
57	7281	95	Veino Komesho	600 002 000 497	2002	Alweendo Helishongo,	2019, 0812425714
58	7284	106	Abner Thomas	61002200754	2003		
59	7285	107	Theofilus Nghiliikwa	61300001137	2000		
60	7334	86	Herbert M Nduugo	76080300400	2000		
61	7330	89	Ambrosius Christiaan Marsh	74082300031	2000		

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62	7962	138	Monetika Garoes	7 009 110 800 216	2006		
63	7961	139	Hileni Veijo	770625	2003		
64	7957	111	Hilma Frans	65009110056	2000		
65	7956	112	Julius Wapota	55001000339	2003		
66	7954	134	Klaudia N Daniel	75008310332	2006		
67	7953	135	Merolina Uises			2016, 0814652843	Unauthorized Occupant
68	7955	115	Filemon Nihanor	6 908 001 102 068	2000		
69	7954	116	Matias Johannes	5 403 001 100 301	2004		
70	7955	131	Alleta Aubes			814216878	Unauthorized Occupant
71	7953	119	Laurencia Shiviku	81022010136	2007		
72	7952	120	Paulus Mwahafa Hamuhwaya	74008710111	2006		
73	7957	127	Laurence Geeb	82020010237	2001		
74	7956	130	Fillipus Sakaria	73120900109	2000		
75	7951	123	Junias Nahuma	75102010290	2007		
76	7950	124	Helena Guibes	52053000368	2009		
77	7949	125	Ewaldine Hoes	76112200387	2006		
78	7948	126	Hashipala Shikongo	50101000136	2003		
79	7947	143	Laban Manyala	19000102	2000		
80	7946	144	Jacob I Paulus	77122010046	2000		
81	7970	146	Maria Simeon	60100401029	2000		
82	7977	147	Matheus Nangombe	65001001806	2000		
83	7972	168	Nikasius Tobias	6 611 061 100 507	2000		
84	7964	170					Unauthorized Occupant
85	7962	174	Moses Haitembu	82001310546	2007		
86	7963	171	Belinda Ana-mus	6 900 200 800 289	2006		
87	7976	160	Rehabeam Katengela Shipembe	73002000002	2001		
88	7975	161	Lukas Kayowa	6 902 000 701 040	2007		
89	7974	154	Daniel Shimendo	80072400437	2003		
90	7973	155	Josef Nanghonda	6 607 101 100 232	2007		
91	7968	157	Matheus Ndinelago	75021200577	2007		
92	7966	158	Josua Jacob Nghilenga	83000010752	2007		
93	7967	163	Theopolina Shapumba	63020210046	2002		
94	7971	159	Festus Ralaland	67031100321	2007		
95	7970	160	Festus Shanghela	75001010131	2000		
96	7969	161	Isaak Oo-Ameeb	65001300364	2006		
97	7968	162	Moses Hambali	PP 0160234	2000		
98	7961	175					Unauthorized Occupant
99	7959	177	Amos Hamunyela	83042010200	2002		
100	7960	178	Junias Kashaela Hinamupami	81112100013	2003		
101	7207	179	Matheus Pahangwashime Haimbondi	40072700074	2003		
102	7440	150	Simeon Salom	71121000451	2000		
103	7439	151	Mokondjo Martin	760004	2004		Unauthorized Occupant
104	7438	152	Profilius Mwalundange	7 106 031 100 164	2000		
105	7436	153	Nghifefengelwa Filemon	54000500283	2000		
106	7435	154					Unauthorized Occupant
107	7437	155					Unauthorized Occupant
108	7400	156	Richard Klerens Ameb	85110210407	2003		
109	7401	157	Maritha Jagger	6 902 160 500 439	2000		
110	7434	158	Magdalena Ujerua	65000100100	2007		

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111	7435	189					Unauthorized Occupant
112	7402	190	Primus Ludwig Altembu Kaiote	73103000480	2000		
113	7403	191	Festus Nghihalwa	70072706793	2006		
114	7434	192	Jonas Nghidimondjila Haagala	81042216257	2003		
115	7433	193	Reinhold Langer	70021000816	2006		
116	7404	194	Matheus Mandume	78080710130	2007		
117	7405	195	Pieter Hoeb	72080500571	2000		
118	7432	196	Elizabeth Tausea	73022000321	2000		
119	7431	197					Unauthorized Occupant
120	7406	198	Johannes Karob	62010301218	2000		
121	7407	199	Johannes Giyerenge Kabongho	6 706 109 700 336	2000		
122	7430	200	Victor Hiveenhali Ndeamashiwe	82042216331	2002		
123	7429	201	Dolly Amos	74050400383	2000		
124	7408	202	Rigevenus Nghidinwa	73121000206	2003		
125	7409	203					Unauthorized Occupant
126	7428	204	Petrus Nghoto	63010100830	2002		
127	7427	205					Unauthorized Occupant
128	7410	206	Salatiel Namwenda	73070510182	2007		
129	7411	207	Ester Paulus	65032411006 98	2000		
130	7426	208	Godfried Uunoseb	78083010184	2006		Unauthorized Occupant
131	7425	209	Lemple Manya	74082308341	2007		
132	7412	210	Naomi Amupadhi	881 012 110 124	2000		
133	7413	211	Simeon Epafras	69090700021	2000		
134	7424	212	Applonia Kharuchas	60100100206	2001		
135	7423	213	Sara Christiaan	64070200576	2001		
136	7414	214	Junias Nghenderanje Nghinapundope	81022310287	2008		
137	7415	215	Jeanette Garoes	84082810589	2008		
138	7422	216	Gerson Shipuleni		2007		
139	7421	217	Letisia Tuhafeni Zolenimu	65020500063	2000		
140	7416	218	Sesilia Ulses	71042000743	2007		
141	7417	219					Unauthorized Occupant
142	7419	301	Malinda Frederiks	80082910286	2007		
143	7418	302	Lenda Renathe Hawaiwa	84120510054	2006		
144	7364	221	Angelika Tjiwange	6 701 100 600 548	2007		
145	7365	222	Cornelia Kasaona	61122300137	2003		
146	7362	229	Bartholomeus DH Shoombe	820614	2000		
147	7361	229	Petrus Kristian	88041510001	2007		
148	7371	230	Immanuel Guldeo-Oab	68081200215	2000		
149	7372	231	Silvester Filipus	63080401048	2000		
150	7360	232	Filipine Guldeo-Oas	63081100000	2000		
151	7373	234	Valerie Hawoses	83082110766	2000		
152	7374	235	Katrina Priscilla Namases	73071400461	2000		
153	7360	260	Gerlinde Medline Awases	73083100476	2004		
154	7376	238	Marian Ilagano Shipanga	64120900061	2006		
155	7378	239	Isabella Ulras	73081710153	2007		
156	7366	254	Robert Gowaseb	73063000345	2003		
157	7367	258	Veronica Blaauw (Klaasie)	6 308 200 800 124	2006		
158	7348	260	N@amkuli Andreas	55071000005	2000		

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160	7349	261	Basilus Siedimba	5 702 140 700 426	2000		
160	7350	262	Wilma Silas		2007		
161	7363	263	Leonardo Mwanyeka		2007		
162	7364	264	Katrina Uwuses		2007		
163	7352	266	Linus Nawala	67092000963	2007		
164	7354	270	Maria Tjiueza	65061700778	2007		
165	7359	271	Filemon Noabeb	6 803 009 800 626	2003		
166	7358	272	Timotheus Owoseb	71001300631	2000		
167	7355	275	Lucas Tjizu	74082310037	2000		
168	7307	294	Bantze Maletzky	6 309 050 000 911	2007		
169	7322	296	Kibafes Khoe-aob	600 727 080 022	2000		
170	7321	299	Elizabeth Gaises	63062000638	2000		
171	7320	300	Amalia Tumwindileni Kamati	79042510102	2006		
172	7310	301	Puyeopawa Haihambo	72061400752	2000		
173	7319	303	Jovita Tulamomwenyo Kilage	80071410302	2000		
174	7312	306	Jakoliten Gariseb	820816	2007		
175	7317	307	Abraham Ndaendapo	83011010306	2007		
176	7316	308	Trootjie M Beibes	60062000203	2000		DECEASED - TRU APPLIED
177	7315	309	Francisia Naukes	75112110104	2007	Sibore Auxes	
178	7314	310	John Hangora Hamutenya	79023410374	2003		
179	7306	325	Maria Magdalena Job	60112000304	2000		
180	7304	326	Pontianus Mukishi		2007		
181	7300	327	Timotheus Imano	65121100016	2000		
182	7300	328	Susanna Hoses	74081400362	2001		
183	8002	329	Fridolinus Haibanga	58041001074	2000		
184	8019	330	Immanuel Matheus	70071100306	2000		
185	8018	331	Mpande Nyangana	81112210020	2006		
186	8003	332	Matheus Mutima	79040210058	2002		
187	8017	334	Tatsus L Kamati	75080200319	2000		
188	8016	335	Amon Johannes	6 807 001 100 376	2000		
189	8006	337	Jonatana Hamukoto	70030600952	2000		
190	8015	339			2007		
191	8014	339	Johannes Sihova Kasera	78122610744	2006		
192	8007	340	Nicky Mubasen Subeb	83020610333	2000		
193	8000	341	Paulinus S Kastro	6 001 210 700 136	2003		
194	8013	342	Selma Ganuses	89042000380	2007		
195	8012	343	Maukus Kandjimi	62121000549	2004		
196	8011	344	Lena Kharikus	61000400111	2007		
197	8010	345	Elion Uwu-Khoeb	83001710018	2007		
198	8009	346	Simson Cloesen	7009050114	2007		
199	8000	361	Gideon Nanghema	67120500724	2004		
200	8020	363	Onesmus Jafet	63001300030	2003		
201	8021	364	Jones Nghipandulwa 00001010019	58001010019	2001		
202	8030	367	Engelhardine Gom-Khaiseb	4 908 100 554 083	2002		
203	8025	368	Julius Ndjelardu	6 306 031 101 061	2000		
204	8026	369	Cecilia Kharaxes	68070200774	2007		
205	8038	370	Josef Shapumba	580215	2000		
206	8037	371	Fillipus Gom Khaiseb	74042200192	2001		
207	8027	372	Erikson Ndjebela	65100400934	2000		
208	8028	373	Walter Noabeb	68031210047	2007		

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209	8036	374	Emma Awases	72053010006	2002		
210	8035	375	Willemin Khaxas		2007		
211	8030	377	Petrus Andreas	6 410 141 100 206	2010		
212	8034	378	Andrina Irmgard Hoses	74041400430	2007		
213	8033	379	Rebeka Munshimwe	070011	2000		
214	8032	380	Samuel Garoeb	70042900336	2006		Deceased
215	7344	385	Erich Talbab	80040110000	2003		
216	7345	386	Thomas Andreas	62002000010	2001	Emmerensie Kamsandu	
217	8031	390	Riaan Ulrab	80120410020	2006		
218	8022	406	Silvanus Lourenz Galeb	85022510136	2006		
219	8023	406	Junias Naidila	73060500078	2000		
220	7341	407	Liberthine Gurirab	7 209 240 000 379	2001		
221	7347	410	Matheus Mutola	68001000330	2000		
222	7342	411	Leonard Awarab	78080100271	2000		
223	7337	412	John Richard Khoebab	73111200720	2006		
224	7336	413	Jerobiam Nghishongele	69001500654	2000		
225	7333	414	Magdalena Tjombe	70080710121	2003		
226	7335	415	Lavinia Shimaneni	60050900617	2002		
227	7328	416	Ismael Khoseb	6708030500	2007		
228	7329	417	Eliezer Thomas	55021000896	2007		
229	7324	418	Moses Nghishovelaka	78001900740	2006		
230	7325	419	Ruth Theony Owoses	68112700002 37	2000		
231	8138	433	Elivi Muedine	52051200661	2006		
232	8145	434	Selma Ndahekelekwa Kaahe	74042410067	2007		
233	8144	435	Johannes Wendelinge	73010210329	2006		
234	8143	436	Sylvia Penahefo Halupe	6 303 131 100 066	2000		
235	8142	437	Timotheus Kandjimwena	79011210042	2004		
236	8141	438	Stefanus Singuwe Ndango	630 314 070 016	2006		
237	8140	439	Shikalepo Shihafola	41001100261	2008		
238	8139	430	Paulina Adam	68071001031	2007		
239	8135	431	Klaus Kakupa	71010200731	2006		
240	8127	432	Amungulu Severinus	83082010030	2000		
241	8110	437	Hanoh Lineshala Haukongo	73120800546	2001		
242	8129	438	Jafet Namindo		2007	Hafeni Naunlu	
243	8130	439	Moses Immanuel	53062400080	2000		
244	8131	440	Anton Gaingob	87111400167	2010		
245	8132	441	Erika Gomgaises	6 107 000 500 021	2006		
246	8133	442	Willard Natangwe Angula	77121510067		Filipus Ashongo	
247	8118	443	Lukas Kambungu	60000002263	2000		
248	8119	444	Cleopatra Gawases	77062910128	2002		
249	8120	445	Sampu Frans	82122000062	2004		
250	8136	446	Patricia Ulras	85112710051	2000		
251	8122	447	Naftali Skrywer	6404200096	2004		
252	8121	448	Rudolf Linyando	78072500420	2003		
253	8116	449	Ndumba John Kandjungu	78080700389	2002	Alfons M Muhuli	
254	8117	450	George Gawaseb	730011	2000		
255	8115	451	Agripina Mashora Shiteemo	76061210130	2006		
256	8125	452	Priscilla C Namases	67111000571	2007		
257	8124	453	Jonas Tangeni Haufiku	76080710112	2000		
258	8114	454	Ndumba Vincent Muhuli	8102710326	2007		

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259	8962	465	Pineas Hanyemutuhwete	751020000535	2007		
260	8961	466	Lukas Sitarara Haididira	750420910032	2000		
261	8960	467	Obandja Martin	4 300 051 100 416	2000		DECEASED
262	8949	468	Ndamonaiko Kandjembenge	700000000328	2000		DECEASED
263	8963	461	Sendy Fredericks	820831100040	2007		
264	8964	462	Frans Upendura	680120100039	2007		
265	8948	463	Monelike Kaini	751207100142	2007		
266	8947	468	Sylvia Aribes	750908000465	2007		
267	8946	471	Petrus Nkandi	680000401262	2000		
268	8948	476	Petrus M Hailonga	830420100300	2007		
269	8957	477	Kaula Nghishiko	610305000029	2000		
270	7934	539	Matheus Aiyambula	7 603 030 700 376	2000		deceased
271	8944	479	Sakaria Simon	720905000720	2003		
272	8943	484	Ndjyonisiju Shimenge	D.O.B 11/11/1967	2007		
273	8959	485	Franziskus Hipwamolanye	680000011671	2000		
274	8941	486	Raune N Vatileni	610720000047	2000		
275	8942	487	Selson Mengela	6706000357	2000		
276	7947	480					Unauthorized Occupants
277	7949	482	Gideon Amulungu	750820310547	2000		
278	7950	483	Esther N Nimhodi	770220100000	2000		Unauthorized Occupants
279	7948	491	Justus Tauseb	750010000011	2000		
280	7946	496	Fatima Ndahomenya	681111101546	2003		
281	7945	497					Unauthorized Occupant
282	7951	500	Johannes Shehama	680071701107	2000		
283	7952	501	Tuyeimo Nakaline Shoshama	701212010040	2010	Junias Willard	
284	7944	504	Judith Marviandia	Deceased	2007		Unauthorized Occupant
285	7943	505	Jason Shapopi	750011000020	2003		
286	7953	508	Naftali Sabela 0814000312	740004000003	2000		
287	7954	509	Bonifatius Nghede	04-00-23	2007		
288	7955	512	Erastus Shiimo	760330000285	2000		
289	7942	534					Unauthorized Occupant
290	7941	521	Johannes Ndafohamba Frans	701120000441	2004		
291	7957	513	Johannes Abraham	781212111317	2010		
292	7940	520	Elmo Indji	730905000655	2000		
293	7937	515	Andjelinu Jamalu	6 702 101 100 406	2000		
294	7936	516	Rosalia Shiputani	6 300 051 101 046	2000		
295	7939	517	Sylvia Katjaimo	730807100267	2006		
296	7938	518	Laisie Ndiipawa P Ndapeka	730404010009	2000		
297	7920	535	Saffiel Nelis	711010000002	2000		
298	7921	536	Amadhila Johannes		2007		
299	7934	539	Matheus Aiyambula	7 603 030 700 376	2000		
300	7918	530					Unauthorized Occupant
301	7933	532	Jeroboam Nakabele	680723000083	2004		
302	7932	533	Paulus S Nandjungu	780117100100	2006		
303	7931	536	Abel Haitembu	681200000533	2000		
304	7930	537	Absalom Josef	600210000306	2003		
305	7923	580	Erastus H Kapembe	750120100000	2000		
306	7922	548					Unauthorized Occupant
307	7926	565	Johannes Epafras	680400001321	2007		

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308	7924	580	Paulus Nghuuhulu	78010310148	2000		
309	7926	582	Thadiika Mbunpi Haakuria	6 905 100 000 064	2000		
310	7927	581	Alfons Ochs	08.02.1972	2007		
311	7928	549	Julia Shindinge	80031200846	2000		
312	7929	547	Sakaria Hahveendo Shaahama	78032000453	2003		
313	8000	560	Andreas Lifawa Mihwenge		2007	Andreas	
314	8001	561	Daniel Teofelus	6 201 031 100 514	2000		
315	8004	562	Andreas Dumeni	77082100102	2000		
316	8006	563	Tiofelus Johannes	67072000038	2007		
317	8079	564	Paulus Hamauta Hamufwaye	75040600194	2000		
318	8065	565	Fillemon Nghuulikwa	67110100079	2007		
319	8078	567	Johannes Nambuli Petrus	77120110470	2000		
320	8068	568	Johannes M.Petrus	81062010043	2007		
321	8067	569	Mukoya Pontilaus Monyo	83121211374	2000		
322	8068	570	Johannes Shimbungu	6 107 011 100 272	2000		
323	8076	571	Magretha Muruko	87001700400	2007		
324	8075	572	Laban Tumweneni Nghifelwene	80062010122	2002		
325	8069	573	Alberto Poplyeni Jonas	660 707 101 187	2000		
326	8070	574	Paulus Namunyela	6 701 051 100	2000		
327	8074	575	Andreas Kedsele	68021000712	2007		
328	8073	576	Fillipus Naidila	77020400213	2006		
329	8072	577	Fabianus N Kahere	88060300070	2007		
330	8071	578	Abed Mwasekuna Haitaula	78101000302	2006		
331	8082	583	Paulus Pandapala Nambondi	79032210017	2006		
332	8083	584	Maria Nikodemus	49001001200	2000		
333	8100	585	Josef Nainyondo	44020400237	2000		
334	8108	586	Olivia Nghiyalasha ?	71121010000	2004		
335	8106	588	Harodius Mwallindange Jonas	67110400540	2007		
336	8113	589	Silvia Nandjila Fernandu	82080510077	2006		
337	8111	601	Tomas Andreas	78041610021	2007		
338	8112	602	Matheus Nangolo	78080010312	2006	Susana Mbatjiua	Matheus Nangolo got a house
339	8104	603	Livithe Rawaseb	84112210164	2006		
340	8103	604	Johanna Swartz	58112000114	2006		
341	8102	605	Samaas Johanna	80031100793	2007		
342	8434	606	Alah Jansen	DOB 1996/05/22	2007		
343	8428	607	Salvia Desery Gerces		2007	Robert Gaoseb	
344	8430	608	Albertus Rowaseb	61031600565	2003		
345	8084	611	Epafras Shikongo	69111000135	2007		
346	8083	612	Amwaama Johannes	6 904 231 100 072	2007		
347	8083	628	Lucas Gabriel Ndamupomala	71060700484	2000		
348	8084	629	Alfaus Negongo	3 304 001 100 110	2001		
349	8081	630	Absalom Ndiunale Amalwaye	65041500300	2000		
350	8082	631	Hafani Johannes	78042100321	2003		
351	8101	633	Paulus Joseph	73062700400	2000		
352	8100	634	Matheus Haame Shipandeni	78072010057	2000		
353	8086	635	Matheus David	66071500050			Owner passed away
354	8087	636	Simon Kamara	74042000053	2000		
355	8089	637	Frieda Uditini	72070701003	2000		

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356	8089	638	Michael Shipapo Mukosho 0817845907	85111010089	2007		
357	8088	639	Fabianus Kasindereki Hauaiku	80083110018	2008		
358	8089	640	Sebulon Sebo Horaseb	78123010080	2008		
359	8086	642	Daniel Claasen	70008200721	2000		Owner passed away
360	8080	643	Elisabeth Kairi	81033110189	2007		
361	8081	644	Reinhold Kamati	74120500543	2000		
362	8085	645	Matheus Hilundwa	71011000004	2006		
363	7912	646	Lukas Filemon Lukas	6 502 101 100 008	2000		
364	7911	647	Naomi Nakale	66050300259	2000		813563678
365	7910	648	William Ndengu	51010103003	2000		
366	7909	649	Johannes Aron	70020110073	2006		
367	7908	651	Johannes Martin	42112000365	2000		
368	7908	652	Linus Ipinge	72011210070	2007		
369	7906	653	James Shafodino	610 423 000 006	2000		
370	7904	660	Ivoen Murium Smith	80002010012	2009		
371	7901	663	Nicodemus Gaseb	62072710022	2008		
372	7902	664	Simon Johannes Nakashimba	18.08.1963	2000		
373	7899	665	Belinda Amaamus	72091210045	2000		
374	7903	661	Erastus Shihaulo	63092000013	2000		
375	7919	668	Fillimon Selaria	77041000120	2000		
376	7918	669	Andolina Kamati	77008210113	2001		
377	7917	672	Alfon Hangombe	49121000156	2007		
378	7916	673	Frans Tyapa	83120310042	2008		
379	7907	653	Rauha Nangolo	64082110011	2000		
380	7915	678	Thomas Natangwe Shau	69032000096	2000		BENEFICIARY UNDER MHDP
381	7914	679	Jason Asilipala Shilongo	70091200293	2000		
382	7913	682	Dikilas Seth Gaseb	4 502 030 000 036	2003		
383	8427	683	Paul Hamutenya Paulus	75091700024	2007		
384	8426	684	Wendelinus Stanley Auiseb	90012800686	2000		
385	8425	685	Rosalia Asino	6 103 201 100 002	2000		
386	8435	687	Mathias Hamutenya Kaviu	82122010000	2007		
387	8433	688	Cecilia Horoibes	56110310026	2006		
388	8432	689	Matias Thomas	6 711 221 100 330	2007		
389	8337	691	Josef Muronga Muronga	74081010365	2008		
390	8336	692	Titus Astofer	83011010307	2000		
391	8335	693	Abraham Haibeb	76012510152	2007		
392	8338	694	Roland Kandjeke Kalongo	65082210012	2000		
393	8334	696	David Shetuhanga	770310	2006		
394	8333	696	Nathanael Chilume Mdumba	77000010278	2007		
395	8330	697	Ringo !Gaseb	73072000440	2007		
396	8329	698	Petronella Kamaes	77011410166	2008		
397	8332	699	Rebbeus Kuranda Lyevera	81000411075	2007		
398	8331	700	Elakim Ipinge	71072300036	2008		
399	8340	701	Fillipus Mulunga	68000100040	2000		
400	8341	702	Ipinge Bedyele	64071200206	2000		
401	8330	703	Timoteus Shiwedho	70122400887	2006		
402	8329	704	Melkisedek Shaalukeni Akwilingo	73110010006	2007		
403	8342	705	Festus Shetunyenga	19700304	2000		
404	8344	706	Olivia Ilita	71000100052	2000		

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405	8325	708	Simon Matheus	63030300002	2004		
406	8324	709	Thomas Lyaiwala	65002000012	2000		
407	8327	710	Josef Popyalnge Nawa Nghifindaka	70010104626	2000		
408	8326	711	Joseph Shigwedha		2007		
409	8316	726	Petrus Namundjebo	82101011317	2007		
410	8315	727	Nikodemus Namusindi Mwandingi	70071201004	2000		
411	8314	728	Selma Shikumbe		2007		
412	8317	729	Ester Ndahambelela Shaduka	63102010032	2006		
413	8313	730	Nashongo Nyashipaneka	80001001274	2001		
414	8312	731	Pineas Nangolo Holengo	8000010203	2007		
415	8318	732	Paulus Nangola	69100000106	2007		
416	8319	733	Hanok Josef	64002001102	2000		
417	8311	734	K.Shilausho	7004241010	2007		
418	8310	735	Marungu Nkoma Benedictus	60030400703	2001		
419	8320	736	Lea Dyuluma	65070001300	2006		
420	8321	737	Emgard Aoxamus	75001310201	2007		
421	8309	738	Matheus Simbungu Kamarenga	70110200046	2007		
422	8308	739	Fredrick Shashipapo Sindoma	70102010107	2000		
423	8323	741	Paulus Naufiku	60050301420	2000		
424	8304	743	Hendrina Swartz	75001310437	2000		
425	8303	744	Hilma Paulus	84032210314	2006		MHDP BENEFICIARY
426	8306	745	Alfons Kaulendua	70102000032	2006		
427	8305	746	Jeremia Naandja	6 412 031 100 446	2000		
428	8307	748	Odil Simon Johannes	65011000102	2000		
429	8300	749	Thomas Amutenii	71101000002	2001		
430	8309	752	Moses Petrus	65003400279	2007		
431	8310	753	Johannes Angula	67011500000	2007		
432	8311	756					Unauthorized Occupant
433	8312	757	Ismael Nengombe	82010570406	2007		
434	8313	760	Annanias Seni Tuyeni	64073100203	2003		
435	8314	726	Selma Shikumbe	710 826 110 004	2007		
436	8315	727	Nikodemus Namusindi Mwandingi	70071201004	2000		
437	8316	726	Petrus Namundjebo	82101011317	2007		
438	8317	729	Ester Ndahambelela Shaduka	63102010032	2006		
439	8318	732	Paulus Nangola	69100000106	2007		
440	8319	733	Hanok Josef	64002001102	2000		
441	8320	736	Lea Dyuluma	65070001300	2006		
442	8321	737	Emgard Aoxamus	75001310201	2007		
443	8322	740					Unauthorized Occupant
444	8323	741	Paulus Naufiku	60050301420	2000		
445	8283	806	Aplas Neumbo	54071000000	2007		
446	8282	808	Josef Hafienyanya	4 900 031 100 111	2006		
447	8284	808					Unauthorized Occupant
448	8285	807	Teofelus Hamukoto	65071000302	2006	Petrus Ndumba	
449	8286	810	Emmanuel Kaloia Ndjendi	75030010001	2007		
450	8408	811	Josef Kambinde Shikoto	80021010406	2000		
451	8414	814	Lukas Mwilpulifa	75000700010	2000		
452	8413	815	Lahja Mbumbulo Kamati	66120400100	2000		
453	8407	818	Gerson H Kangubo	82000010706	2007		

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454	8408	819	Nikodemus K Nauflilu	81020510011	2007		
455	8294	789					Unauthorized Occupant
456	8295	788	Paulus Naifo		2007		
457	8296	791	David Shipo	78032400416	2007		
458	8297	794	Kristof Mwendjiile	71082700020	2007		
459	8298	795	Reiris Anghuwo	711 028 111 061	2007		
460	8299	798					Unauthorized Occupant
461	8300	799					Unauthorized Occupant
462	8301	802	Elias Johannes	76081010349	2007		
463	8302	803	Jacob Mekondjo Shilhongo	80010700110	2008		
464	8360	855					
465	8361	854					
466	8363	856	Teofilus Nghitomoka	65092500340	2008		
467	8362	857	Haitambu Thomas	72122500549	2007		
468	8364	860					
469	8271	870	Wilma Dausas	71122000428	2004		
470	8269	873	Gabriel Kahai Kandjimo	83081211347	2009		
471	8367	874					
472	8368	877					
473	8266	878					
474	8267	881					
475	8371	849					
476	8372	848					
477	8373	847					
478	8374	890					
479	8375	853					
480	8376	854					
481	8377	857	Kameelus Nendongo	74091200369	2008		
482	8378	858	Frieszina Amutenya	8 008 181 100 231	2008		
483	8379	861					
484	8380	862					
485	8381	880	Kristian Silas		2007		
486	8380	866					Unauthorized Occupant
487	8364	866	Lazarus Kamati	70122500559	2002		
488	8365	868	Kornelia Eenvula	57081000753	2008		
489	8366	869	Hilda Shafo	63081101311	2008		
490	8367	912					Unauthorized Occupant
491	8368	913	Josefina Hawiles	85022500436	2001		
492	8369	916					Unauthorized Occupant
493	8270	894	Tobias Avis	80001200237	2007		
494	8271	863					Unauthorized Occupant
495	8272	882	Nakanda Hipundaka	85121201757	2007		
496	8273	885	Patricia Shimbale	73070010317	2007		
497	8274	888	Maria Onus	69070600861	2007		
498	8275	889	Martha Kuwinga	63092500180	2007		
499	8276	892	Kristian Silas	61080400818	2007		
500	8277	893	Lineekela Festus Mwahengeveya	86041001469	2006		
501	8278	896	Mikhael Kanomi Hangula	80120210417	2008		
502	8279	897	Paulus Mwilowika	77091610113	2006		
503	8384	936	Immanuel Tjongarero	85101200064	2006		

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504	8387	937	Teopolina Mahili	62102100952	2000		
505	8396	938	Johannes Showena	81062916368	2006		
506	8400	939	Paulus Nambundunga	86121600373	2007		
507	8395	941	Pinehafo Shileka	76031600579	2007		
508	8392	942	Magdalena Gau Goas	52090900629	2000		
509	8391	943	Jonas Dimbulukweni Johannes	79036710619	2000		
510	8384	944	Pricsilla Nambase	78012916677	2000		
511	8383	945	Johanna Nambili	68090500498	2000		
512	8355	960	Shipingana Andreas	78092900302	2000		
513	8354	961	Erasmus Mapele	70071400656	2000		
514	8352	964	Velho Helwe Shapwa	751 119 199 212	2000		
515	8351	965	Hileni Shilikomwenyo Hinamwaami	74108300190	2007		
516	8350	967	Amagulu Festus	78102916671	2000		
517	8350	968	Lameck Aimwata	67120700685	2000		
518	8349	969	Aman Ahube	75042500464	2000		
519	8349	970	Jonas Amutenya Josef	79011600357	2007		
520	8300	971	Nathanael Timotheus	81022800590	2007		
521	8348	972	Kasumbo Johannes Ditayenii	87093000983	2000		
522	8347	973	Paulus Kapitango	81041310626	2000		
523	8301	974	Moses Nuuyoma Lipumbelome	76121200774	2000		
524	8302	975	Frans Ndjunga Mbangu	82061810308	2000		
525	8346	976	Shilengifa Mateus Ndebela	76080410628	2006		
526	8343	977	Matias Mwatondange Fiyenipo	79121910197	2000		
527	8342	978	Napot Amupanda	74092400365	2006		
528	8344	980	Hilario Salbas	66110610637	2007		
529	7530	1001	Isak Moses	64001800688	2007		
530	7529	1002	Lukas Shiaufani	6 808 021 100 616	2000		
531	7528	1003	Simon Shaanika	61021500569	2000		
532	7532	1006	Titus Nghidengwa	72050200904	2000		
533	7525	1008	Elifas Jonathan	73010800460	2000		
534	7524	1007	Maria Ndapewashange Hamunyela	03/04/1971	2000		
535	7534	1009	Mwadhina Shilongo	59062000266	2006		
536	7523	1010	Helena Daniel	46110100110	2000		
537	7522	1011	Duninga Johannes	6 301 101 101 083	2000		
538	7535	1012	Thusnelde Shamena	63090900284	2000		
539	7536	1013	Joseph Haimbodi	5 306 140 600 265	2000		
540	7521	1014	Jeremia Siningeni Heita	68040501106	2000		
541	7520	1015	Nikanor Nauyoma	66092500736	2000		
542	7537	1016	David Johannes	81040516701	2007		
543	7517	1017	Mathews Nghilogwandunge Nghilogwandunge	78040200210	2000		
544	7518	1018	Nghihepa Gabriel	78080810607	2006		
545	7519	1019	Iindileni Mwahafipange Ikgeahela	65080601739	2003		
546	7528	1034	Kostadiu Hamukoto	7 103 041 100 017	2000	Williamson Mutundu	
547	7527	1035	Kashikola Sendelwaho	50031000460	2007		
548	7290	1036	Price Amos	83082710306	2000		
549	7281	1038	Martha Nyanyukweni Mambili	75092900474	2000		
550	7282	1041	Abraham Shipopyeni	70011001038	2007		
551	7279	1042	Katuperue Mutjavikua	70112200746	2002		
552	7283	1044	Benestus Kazenambo	62121200495	2001		

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553	7264	1049	Alfaus Indongo	78090700397	2007		
554	7277	1050	Shayavali Junias	72110100576	2000		
555	7278	1051	Lukas Japhet	69019102270	2006		
556	7265	1052	Rosalia Ndiwaamapeni Kandjiko	75010610136	2007		
557	7266	1057	Johanna Haimbondi	66001001240	2000		
558	7275	1058	Salom Nahole	67010000244	2006		
559	7274	1059	Philemon Shimuningeni Nestory	66030701004	2006		
560	7267	1060	Johannes Aluendo Shihongo	76030500535	2000		
561	7268	1066	Maria Hangayifa	7000101100	2007		
562	7273	1066	Hipwamokanya Hindjilika	670 707 119 240	2007		
563	7272	1067	Reinhard Gideon	58110900240	2007		
564	7271	1068	Onesmus Alpinge Ngufungulu	65080610034	2001		
565	7270	1069	Andreas Muhaso Kanyanga	53061910544	2003		
566	7269	1070	Martin Angondji	71112400024	2007		
567	7263	1071	Lucia Ortnan	61060500353	2007		
568	7262	1072	Amandihita Jeremia	13506110000	2007		
569	7261	1073	Stefanus V Jakobus	73010101775	2006		
570	7260	1074	Diagi Benfasfungo	64101400334	2001		
571	7249	1077	Shilona Erastus	62080600787			Passed away
572	7254	1078	Tomas Fabian	69060101047	2007		
573	7255	1079	Joseph Shihepo	49031100366	2007		
574	7256	1080	Saara Samuel	48030200374	2007		
575	7258	1087	Petrus Djuuluma	73030110044	2006		
576	7259	1094	Immanuel Kamati Mateus	6 406 251 100 260	2001		
577	7248	1096	Donasius Shilinda Taukondjale	77122210162	2006		
578	7244	1101	Jacide Visagie	84031810202	2000		
579	7241	1103	Salomo Pendapala Mahale	77020410251	2006		
580	7243	1105	Isaakar Nawaseb	56010100097	2007		
581	7220	1106	Tomas Arua	71111410038	2000		
582	7221	1107	Simeon Noeb	67001100417	2001		
583	7222	1108	Gert April	7 000 320 000 330	2001		
584	7223	1111	Armenias Nampala	800320	2000		
585	7230	1113	Cecilia Obes	65122400687	2003		
586	7234	1114	Festus Kandongo	75071600188	2007		
587	7235	1119	Monika Johannes	600 004 110 041	2001		
588	7238	1120	Ronald Kevin Khurumeb	79080410093	2006		
589	7237	1121	Adelaide Ulras	75050600366	2001		
590	7236	1122	Katrina Diergaardt	71011600277	2004		
591	7229	1127	Mariam N Gabriel	45080601046	2007		
592	7230	1128	David Nghindjolavali Mashia	78123100027	2006		
593	7228	1130	Salaria Aliantlime	70080600059	2006		
594	7234	1136	Matheus Hamukwaya	7303130377	2007		
595	7233	1137	Ester Ite	710006	2008		
596	7232	1138	Ingrid Khoamis Ocharus	87072300344	2010		
597	7231	1139	Lyndon Kistine		2007		
598	7230	1140	Elina Tobias	6 012 061 100 170	2000		
599	7253	1142	Alfons Andreas	77040510747	2000		
600	7252	1143	Samuel Nawaseb	73032910072	2007		
601	7251	1144	Sheindi Salomo	60050301098	2001		

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602	7850	1147	Petronella Karihinga	76102710307	2009		
603	7855	1148	Willemina So Oebes	69111100060	2009		
604	7849	1150	Filemon Nghidipavali Josef Ndesiva	7.60913E+11	2001		
605	7849	1156	Stella Constansia Tjiurongo	73122200491	2006		
606	7857	1158	Jafet Heishonga	87031400854	2008		
607	7859	1157	Veronica Beatrice Beukes	82070310086	2003		
608	7846	1163	Sylvia Xoagus	72040000530	2001		
609	7858	1164	Gustaline /Huses	70110300785	2007		
610	7844	1171	Priscilla Fudeni Heimbodi	73121000463	2007		
611	7861	1172	Lonstansia Awases	81081910412	2009		
612	7841	1173	Lebewine Gowases	81070310077	2008		
613	7842	1174	Ronnie Ganeseb	820005	2007		
614	7862	1176	Annelize Tbuses	71122601040	2002		
615	7863	1177	Annelie Deuses	80040411303	2008		
616	7864	1178	Chrysantus Nthamba Mgurumbure	79032110349	2008		
617	7865	1181	Fendrika Urikhos	89022100085	2007		
618	7866	1184	Magdalena Naris	19770219	2001		
619	7867	1189	Robert Shange Ruben	76080510014	2006		
620	7868	1192	Fernandu Petrus	790017	2007		
621	7869	1197	Mariam Somses	19780412	2001		
622	7871	1206	Susana Hoses	67080405005 61	2007		
623	7875	1207	Thusnelde Namises	73082100296	2009		
624	7874	1208	Lissa Aubes	76011000401	2001		
625	7872	1210	David Shitaleni	47041910018	2000		
626	7893	1216	Laurentius So-Oebeb	7 301 220 000 110	2003		
627	7890	1217	David Pendukapo Mumwova	69081000256	2006		
628	7894	1218	Oskar Goreseb	71030301426	2004		
629	7898	1219	Helena Filipus	73053000482	2008		
630	7899	1220	Isaskar Goreseb	69060100546	2007		
631	7888	1221	Mikhael Hafuni Ngoshi Mdumwundi	77021910113	2004		
632	7896	1222	Johannes Januari	58060200582	2009		
633	7897	1223	Sikwata Nesaitu	89061007000 86	2009		
634	7887	1224	Anna Martha Beukes	69062910114	2000		
635	7884	1225	Robert Gaseb	71001200020	2008		
636	7888	1226	Johanna Geases	76120100106	2005		
637	7883	1227	Erika Regina Geases	72071200800	2007		
638	7885	1229	Emsie Elfriede /Gowases	81101410016	2007		
639	7870	1200	Patrick Guim	690320	2007		
640	8173	1261	Immanuel Xoagub	58020200062	2009		
641	8172	1262	Tralius Hengula Shikuhumbure	79042200196	2009		
642	8171	1265	Martin Amagulu Muuyoma	85122410267	2007		
643	8169	1260	Beshot Uirab	91102000164	2008		
644	8165	1262	Patrick Marthin Haraob	83032110024	2008		
645	8166	1263	Reymond Dibon	89010400106	2008		
646	8167	1264	Malegie Tantseb	73030400956	2007	Albert Gowase	
647	8175	1290	Matias Haindongo	79081000016	2007		
648	8178	1291	Mateus Mwahata Shilombolani	72050300549	2002		
649	8177	1292	George Karunga	79101910116	2003		
650	8174	1293	Johannes Shikamba Mpande	79063010024	2006		

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651	8190	1284	Mikael Ruben	74070710495	2006		
652	8173	1286	Ahab Aron	74112000383	2007		
653	8172	1287	Alexander Mushambe Kudiemo	79072910574	2008		BENEFICIARY UNDER MHDP
654	8181	1288	Church Build				
655	8182	1289	Rebekka Nelao Petrus	75082910192	2007		
656	8171	1290	Ndilimeke Petrus	70082200531	2007		
657	8170	1291	Agrippa Simaneka Shikelepo	80032410300	2008		
658	8183	1292	Lionel Reagan Eliab	84012110117	2007		
659	8184	1293	Tertiae Garases	75040510110	2008		
660	8176	1314	Philip Kahara Shikamba	76070110129	2007		
661	8185	1295	Adalheid Kalili	89111300078	2008		
662	8186	1296	Adelaide Gaoses	89112500258	2008		
663	8165	1297	Ricardo Hoaseb	86101400697	2007		
664	8189	1298	Naumbo Apias	84071800909	2008		
665	8188	1317	Hifilenga Mateus	6.30616E+11	2007		
666	8196	1318	Teofrus Hidengwa	63101291068	2007		
667	8200	1319	Leana Natale	78022000353	2008		
668	8201	1320	Daison Naobes	74110710316	2007		
669	8194	1321	Elia Josef	75032110190	2007		
670	8193	1322	Kambeta Tobias	89123401172	2007		
671	8202	1323	Nghishekwa Shetekela	89011900227	2008		
672	8203	1324	Elias Tjazerua	73092900506	2008		
673	8192	1325	Linea Ndakamapo Stefanus	74122410215	2008		
674	8191	1326	Anna Naango Hafvi Shikongo	79081210677	2008		
675	8204	1327	Iiyambo Nelaumba	72112100306	2007		
676	8206	1328	Nabanie Salom	70102300367	2007		
677	8190	1329	Charmaine Debbie Cesser	77032910101	2007		deceased
678	8199	1330	Petrus Kakehongo	74030900232	2008		
679	8206	1331	Paulus N Shiwaya	7203060077	2007		
680	8196	1332	Carlos Eliab		2007		
681	8197	1333	Markus So-oebeb	83082710006	2007		
682	8198	1334	Llewellyn Van Wyk	79020910237	2007		
683	8197	1340	Jackson Mberirua	71122400497	2008		
684	8198	1350	Christine Kavari	6 801 080 600 460	2008		
685	8220	1351	Hans Dausas	81101011262	2008		
686	8219	1353	Ruben Gawaseb	90022000534	2007		
687	8221	1354	Joachim Gaseab	6 608 150 500 165	2008		
688	8222	1356	Dion Happiness Gawanas	86123100076	2008		
689	8218	1358	Fransiska Gawanas	73111200493	2008		
690	8214	1357	Benny Nghishishivali	77082300190	2008		
691	8223	1358	Josephina N David	70100400736	2007		
692	8213	1360	Jonas Sheehama Ipinge	80082210235	2008		
693	8212	1361	Joe Vlakondo	750863	2008		
694	8225	1362	Latiale Ndapwoshisho Martin	86120400017	2008		
695	8226	1363	Omufuti Petra Shipopyeni	77082510117	2008		
696	8211	1364	Nia Simon-Petrus	78041610100	2007		
697	8210	1365	Shineene Johannes	75040400452	2007		
698	8227	1366	Johannes Nia	74050400197	2007		
699	8207	1367	Mbundu David	63112000113	2007		
700	8208	1368	Mahunga Rolda Tjivinga	78030410258	2007		

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701	8209	1369	Rauha Aipinge	8106240008	2000		
702	8217	1370	Erodus Kandjimi	88010110004	2000		

(b) That the registered tenants be requested to submit proof of income to commence with the affordability calculations.

(c) That the results of the affordability calculations be submitted to Council.

(d) That the informal settlers in the DRC Proper be relocated to the New Relocation Area at the Northern Wedge once it is ready for occupation.

11.1.45 **RENEWAL OF LEASE AGREEMENT FOR ADVERTISING DISPLAY IN SWAKOPMUND // MESSRS ADVERTISING DISPLAYS (WINDHOEK) CC 95/01036**
(C/M 2022/09/29 - 7/2/1)

CO: P
Acting GM:CSHC

RESOLVED:

(a) That Council accepts the offer of a monthly payment in the amount of N$ 5 000.00 by Advertising Displays CC in addition to the free services provided by Advertising Displays CC as approved by Council on 27 January 2022 under item 11.1.32 point (c).

(b) That the monthly payment be charged from inception of the new lease period, i.e from 1 December 2021 and increases by 5 % per annum on the annual anniversary of the lease period, i.e the first being 1 December 2022

(c) That Council accepts the amended agreement (Annexure "B", on file).

11.1.46 **SALE OF ERVEN IN EXT 31 TO SEASIDE AND DRC RESIDENTS**
(C/M 2022/09/29 - 16/1/4/2/1/14)

CO: H
Acting GM:CSHC

RESOLVED:

That Council approves the sale of 214 serviced erven listed in Extension 31 at the prices below:

No	Erf_Number	Zoning	Extension	Area_sqm	Dev.Cost/SQM	Price
1	8561	Single Residential	Swakopmund Ext. 31	330	150	49500
2	8563	Single Residential	Swakopmund Ext. 31	316	150	47400
3	8562	Single Residential	Swakopmund Ext. 31	397	150	59550
4	8447	Single Residential	Swakopmund Ext. 31	315	150	47250
5	8446	Single Residential	Swakopmund Ext. 31	315	150	47250
6	8445	Single Residential	Swakopmund Ext. 31	352	150	52800
7	8444	Single Residential	Swakopmund Ext. 31	399	150	59850
8	8564	Single Residential	Swakopmund Ext. 31	316	150	47400
9	8560	Single Residential	Swakopmund Ext. 31	315	150	47250

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10	8575	Single Residential	Swakopmund Ext. 31	315	150	47250
11	8580	Single Residential	Swakopmund Ext. 31	316	150	47400
12	8581	Single Residential	Swakopmund Ext. 31	494	150	74100
13	8574	Single Residential	Swakopmund Ext. 31	315	150	47250
14	8573	Single Residential	Swakopmund Ext. 31	314	150	47100
15	8597	Single Residential	Swakopmund Ext. 31	304	150	45600
16	8614	Single Residential	Swakopmund Ext. 31	302	150	45300
17	8616	Single Residential	Swakopmund Ext. 31	303	150	45450
18	8613	Single Residential	Swakopmund Ext. 31	315	150	47250
19	8617	Single Residential	Swakopmund Ext. 31	315	150	47250
20	8612	Single Residential	Swakopmund Ext. 31	315	150	47250
21	8640	Single Residential	Swakopmund Ext. 31	302	150	45300
22	8618	Single Residential	Swakopmund Ext. 31	316	150	47400
23	8611	Single Residential	Swakopmund Ext. 31	315	150	47250
24	8641	Single Residential	Swakopmund Ext. 31	303	150	45450
25	8639	Single Residential	Swakopmund Ext. 31	315	150	47250
26	8610	Single Residential	Swakopmund Ext. 31	330	150	49500
27	8619	Single Residential	Swakopmund Ext. 31	315	150	47250
28	8642	Single Residential	Swakopmund Ext. 31	315	150	47250
29	8638	Single Residential	Swakopmund Ext. 31	316	150	47400
30	8659	Single Residential	Swakopmund Ext. 31	307	150	46050
31	8643	Single Residential	Swakopmund Ext. 31	356	150	53400
32	8620	Single Residential	Swakopmund Ext. 31	455	150	68250
33	8609	Single Residential	Swakopmund Ext. 31	460	150	69000
34	8658	Single Residential	Swakopmund Ext. 31	311	150	46650
35	8637	Single Residential	Swakopmund Ext. 31	514	150	77100
36	8660	Single Residential	Swakopmund Ext. 31	364	150	54600
37	8644	Single Residential	Swakopmund Ext. 31	329	150	49350
38	8621	Single Residential	Swakopmund Ext. 31	314	150	47100
39	8608	Single Residential	Swakopmund Ext. 31	316	150	47400
40	8661	Single Residential	Swakopmund Ext. 31	364	150	54600
41	8657	Single Residential	Swakopmund Ext. 31	301	150	45150
42	8636	Single Residential	Swakopmund Ext. 31	315	150	47250
43	8662	Single Residential	Swakopmund Ext. 31	363	150	54450
44	8622	Single Residential	Swakopmund Ext. 31	314	150	47100
45	8656	Single Residential	Swakopmund Ext. 31	353	150	52950
46	8607	Single Residential	Swakopmund Ext. 31	317	150	47550
47	8645	Single Residential	Swakopmund Ext. 31	339	150	50850

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48	8663	Single Residential	Swakopmund Ext. 31	363	150	54450
49	8655	Single Residential	Swakopmund Ext. 31	353	150	52950
50	8651	Single Residential	Swakopmund Ext. 31	350	150	52500
51	8623	Single Residential	Swakopmund Ext. 31	312	150	46800
52	8635	Single Residential	Swakopmund Ext. 31	403	150	60450
53	8654	Single Residential	Swakopmund Ext. 31	352	150	52800
54	8606	Single Residential	Swakopmund Ext. 31	317	150	47550
55	8646	Single Residential	Swakopmund Ext. 31	459	150	68850
56	8588	Single Residential	Swakopmund Ext. 31	303	150	45450
57	8653	Single Residential	Swakopmund Ext. 31	352	150	52800
58	8647	Single Residential	Swakopmund Ext. 31	316	150	47400
59	8634	Single Residential	Swakopmund Ext. 31	331	150	49650
60	8624	Single Residential	Swakopmund Ext. 31	295	150	44250
61	8652	Single Residential	Swakopmund Ext. 31	340	150	51000
62	8605	Single Residential	Swakopmund Ext. 31	318	150	47700
63	8648	Single Residential	Swakopmund Ext. 31	315	150	47250
64	8589	Single Residential	Swakopmund Ext. 31	303	150	45450
65	8633	Single Residential	Swakopmund Ext. 31	316	150	47400
66	8587	Single Residential	Swakopmund Ext. 31	316	150	47400
67	8649	Single Residential	Swakopmund Ext. 31	314	150	47100
68	8632	Single Residential	Swakopmund Ext. 31	316	150	47400
69	8604	Single Residential	Swakopmund Ext. 31	257	150	38550
70	8590	Single Residential	Swakopmund Ext. 31	315	150	47250
71	8586	Single Residential	Swakopmund Ext. 31	316	150	47400
72	8625	Single Residential	Swakopmund Ext. 31	521	150	78150
73	8650	Single Residential	Swakopmund Ext. 31	315	150	47250
74	8631	Single Residential	Swakopmund Ext. 31	316	150	47400
75	8626	Single Residential	Swakopmund Ext. 31	313	150	46950
76	8603	Single Residential	Swakopmund Ext. 31	313	150	46950
77	8627	Single Residential	Swakopmund Ext. 31	303	150	45450
78	8591	Single Residential	Swakopmund Ext. 31	315	150	47250
79	8630	Single Residential	Swakopmund Ext. 31	314	150	47100
80	8585	Single Residential	Swakopmund Ext. 31	315	150	47250
81	8627	Single Residential	Swakopmund Ext. 31	314	150	47100
82	8602	Single Residential	Swakopmund Ext. 31	316	150	47400
83	8629	Single Residential	Swakopmund Ext. 31	316	150	47400
84	8592	Single Residential	Swakopmund Ext. 31	314	150	47100
85	8584	Single Residential	Swakopmund Ext. 31	315	150	47250

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86	8628	Single Residential	Swakopmund Ext. 31	303	150	45450
87	8598	Single Residential	Swakopmund Ext. 31	302	150	45300
88	8601	Single Residential	Swakopmund Ext. 31	315	150	47250
89	8600	Single Residential	Swakopmund Ext. 31	316	150	47400
90	8583	Single Residential	Swakopmund Ext. 31	315	150	47250
91	8583	Single Residential	Swakopmund Ext. 31	315	150	47250
92	8589	Single Residential	Swakopmund Ext. 31	302	150	45300
93	8577	Single Residential	Swakopmund Ext. 31	302	150	45300
94	8584	Single Residential	Swakopmund Ext. 31	315	150	47250
95	8578	Single Residential	Swakopmund Ext. 31	314	150	47100
96	8582	Single Residential	Swakopmund Ext. 31	316	150	47400
97	8579	Single Residential	Swakopmund Ext. 31	315	150	47250
98	8576	Single Residential	Swakopmund Ext. 31	303	150	45450
99	8585	Single Residential	Swakopmund Ext. 31	315	150	47250
100	8572	Single Residential	Swakopmund Ext. 31	314	150	47100
101	8571	Single Residential	Swakopmund Ext. 31	429	150	64350
102	8487	Single Residential	Swakopmund Ext. 31	408	150	61200
103	8488	Single Residential	Swakopmund Ext. 31	313	150	46950
104	8486	Single Residential	Swakopmund Ext. 31	308	150	46200
105	8489	Single Residential	Swakopmund Ext. 31	313	150	46950
106	8485	Single Residential	Swakopmund Ext. 31	315	150	47250
107	8490	Single Residential	Swakopmund Ext. 31	315	150	47250
108	8491	Single Residential	Swakopmund Ext. 31	315	150	47250
109	8496	Single Residential	Swakopmund Ext. 31	484	150	72600
110	8497	Single Residential	Swakopmund Ext. 31	315	150	47250
111	8484	Single Residential	Swakopmund Ext. 31	315	150	47250
112	8492	Single Residential	Swakopmund Ext. 31	303	150	45450
113	8495	Single Residential	Swakopmund Ext. 31	316	150	47400
114	8498	Single Residential	Swakopmund Ext. 31	315	150	47250
115	8483	Single Residential	Swakopmund Ext. 31	315	150	47250
116	8494	Single Residential	Swakopmund Ext. 31	315	150	47250
117	8493	Single Residential	Swakopmund Ext. 31	302	150	45300
118	8499	Single Residential	Swakopmund Ext. 31	315	150	47250
119	8482	Single Residential	Swakopmund Ext. 31	315	150	47250
120	8518	Single Residential	Swakopmund Ext. 31	303	150	45450
121	8500	Single Residential	Swakopmund Ext. 31	315	150	47250
122	8481	Single Residential	Swakopmund Ext. 31	314	150	47100
123	8519	Single Residential	Swakopmund Ext. 31	302	150	45300

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124	8517	Single Residential	Swakopmund Ext. 31	316	150	47400
125	8501	Single Residential	Swakopmund Ext. 31	315	150	47250
126	8480	Single Residential	Swakopmund Ext. 31	315	150	47250
127	8542	Single Residential	Swakopmund Ext. 31	315	150	47250
128	8520	Single Residential	Swakopmund Ext. 31	316	150	47400
129	8516	Single Residential	Swakopmund Ext. 31	315	150	47250
130	8502	Single Residential	Swakopmund Ext. 31	315	150	47250
131	8479	Single Residential	Swakopmund Ext. 31	315	150	47250
132	8543	Single Residential	Swakopmund Ext. 31	315	150	47250
133	8541	Single Residential	Swakopmund Ext. 31	315	150	47250
134	8521	Single Residential	Swakopmund Ext. 31	315	150	47250
135	8515	Single Residential	Swakopmund Ext. 31	315	150	47250
136	8503	Single Residential	Swakopmund Ext. 31	315	150	47250
137	8478	Single Residential	Swakopmund Ext. 31	315	150	47250
138	8544	Single Residential	Swakopmund Ext. 31	315	150	47250
139	8540	Single Residential	Swakopmund Ext. 31	315	150	47250
140	8522	Single Residential	Swakopmund Ext. 31	315	150	47250
141	8514	Single Residential	Swakopmund Ext. 31	315	150	47250
142	8504	Single Residential	Swakopmund Ext. 31	315	150	47250
143	8477	Single Residential	Swakopmund Ext. 31	302	150	45300
144	8545	Single Residential	Swakopmund Ext. 31	315	150	47250
145	8539	Single Residential	Swakopmund Ext. 31	315	150	47250
146	8523	Single Residential	Swakopmund Ext. 31	315	150	47250
147	8513	Single Residential	Swakopmund Ext. 31	315	150	47250
148	8476	Single Residential	Swakopmund Ext. 31	302	150	45300
149	8546	Single Residential	Swakopmund Ext. 31	315	150	47250
150	8538	Single Residential	Swakopmund Ext. 31	315	150	47250
151	8524	Single Residential	Swakopmund Ext. 31	315	150	47250
152	8512	Single Residential	Swakopmund Ext. 31	315	150	47250
153	8547	Single Residential	Swakopmund Ext. 31	315	150	47250
154	8471	Single Residential	Swakopmund Ext. 31	265	150	39750
155	8537	Single Residential	Swakopmund Ext. 31	315	150	47250
156	8525	Single Residential	Swakopmund Ext. 31	315	150	47250
157	8511	Single Residential	Swakopmund Ext. 31	374	150	56100
158	8548	Single Residential	Swakopmund Ext. 31	315	150	47250
159	8536	Single Residential	Swakopmund Ext. 31	316	150	47400
160	8472	Single Residential	Swakopmund Ext. 31	316	150	47400
161	8510	Single Residential	Swakopmund Ext. 31	304	150	45600

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162	8526	Single Residential	Swakopmund Ext. 31	433	150	64950
163	8535	Single Residential	Swakopmund Ext. 31	316	150	47400
164	8549	Single Residential	Swakopmund Ext. 31	315	150	47250
165	8473	Single Residential	Swakopmund Ext. 31	316	150	47400
166	8509	Single Residential	Swakopmund Ext. 31	316	150	47400
167	8527	Single Residential	Swakopmund Ext. 31	316	150	47400
168	8534	Single Residential	Swakopmund Ext. 31	301	150	45150
169	8550	Single Residential	Swakopmund Ext. 31	372	150	55800
170	8474	Single Residential	Swakopmund Ext. 31	314	150	47100
171	8508	Single Residential	Swakopmund Ext. 31	316	150	47400
172	8528	Single Residential	Swakopmund Ext. 31	316	150	47400
173	8533	Single Residential	Swakopmund Ext. 31	316	150	47400
174	8551	Single Residential	Swakopmund Ext. 31	316	150	47400
175	8475	Single Residential	Swakopmund Ext. 31	315	150	47250
176	8507	Single Residential	Swakopmund Ext. 31	316	150	47400
177	8529	Single Residential	Swakopmund Ext. 31	315	150	47250
178	8532	Single Residential	Swakopmund Ext. 31	314	150	47100
179	8555	Single Residential	Swakopmund Ext. 31	314	150	47100
180	8552	Single Residential	Swakopmund Ext. 31	314	150	47100
181	8556	Single Residential	Swakopmund Ext. 31	315	150	47250
182	8559	Single Residential	Swakopmund Ext. 31	377	150	56550
183	8580	Single Residential	Swakopmund Ext. 31	406	150	60900
184	8487	Single Residential	Swakopmund Ext. 31	527	150	79050
185	8486	Single Residential	Swakopmund Ext. 31	303	150	45450
186	8506	Single Residential	Swakopmund Ext. 31	303	150	45450
187	8585	Single Residential	Swakopmund Ext. 31	301	150	45150
188	8531	Single Residential	Swakopmund Ext. 31	303	150	45450
189	8530	Single Residential	Swakopmund Ext. 31	303	150	45450
190	8569	Single Residential	Swakopmund Ext. 31	316	150	47400
191	8568	Single Residential	Swakopmund Ext. 31	315	150	47250
192	8567	Single Residential	Swakopmund Ext. 31	315	150	47250
193	8566	Single Residential	Swakopmund Ext. 31	314	150	47100
194	8565	Single Residential	Swakopmund Ext. 31	315	150	47250
195	8484	Single Residential	Swakopmund Ext. 31	390	150	58850
196	8483	Single Residential	Swakopmund Ext. 31	316	150	47400
197	8482	Single Residential	Swakopmund Ext. 31	315	150	47250
198	8481	Single Residential	Swakopmund Ext. 31	314	150	47100
199	8480	Single Residential	Swakopmund Ext. 31	315	150	47250

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200	8459	Single Residential	Swakopmund Ext. 31	315	150	47250
201	8458	Single Residential	Swakopmund Ext. 31	316	150	47400
202	8457	Single Residential	Swakopmund Ext. 31	314	150	47100
203	8456	Single Residential	Swakopmund Ext. 31	347	150	52050
204	8455	Single Residential	Swakopmund Ext. 31	378	150	56700
205	8454	Single Residential	Swakopmund Ext. 31	337	150	50550
206	8453	Single Residential	Swakopmund Ext. 31	316	150	47400
207	8452	Single Residential	Swakopmund Ext. 31	316	150	47400
208	8451	Single Residential	Swakopmund Ext. 31	314	150	47100
209	8450	Single Residential	Swakopmund Ext. 31	315	150	47250
210	8449	Single Residential	Swakopmund Ext. 31	315	150	47250
211	8448	Single Residential	Swakopmund Ext. 31	315	150	47250
212	8557	Single Residential	Swakopmund Ext. 31	314	150	47100
213	8556	Single Residential	Swakopmund Ext. 31	315	150	47250
214	8554	Single Residential	Swakopmund Ext. 31	314	150	47100

(a) That qualifying residents of DRC Proper and Extension 37 permitted to buy the 214 erven.

(b) That the current residents in DRC Proper, Extension 28, 31 and 37 whose income is below N$3000.00 be relocated to the New Relocation Area in the Northern Wedge, when the area is ready.

(c) That the properties be made available for sale over a period not exceeding 48 months, interest free where necessary.

(d) That no informal structures be permitted.

11.1.47 ALLOCATION OF ERVEN TO REMAINING TENANTS IN DRC PROPER
(C/M 2022/09/29 - 16/1/4/2/1/14)

CO: H
Acting GM:CSHC

RESOLVED:

That it be recorded it be recorded that this item is a duplicate of Item 11.1.44.

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11.1.48 **REQUEST FOR ADDITIONAL FUNDS FOR THE HIRING OF SOUND, & LIGHTING AND ARTISTS AND OTHER EXPENSES REQUIRED FOR THE 130TH SWAKOPMUND ANNIVERSARY CELEBRATIONS**
(C/M 2022/09/29 - 9/3/1/3)

CO: MC
Acting GM:CSHC

RESOLVED:

(a) That Council approves the request for additional funds of N$125 000.00.

(b) That the funds be transferred to the Anniversary Celebrations Vote: 10101600400to cater for the excess expenses incurred for the 130th anniversary.

11.1.49 **WALVIS BAY MAYORAL FUND ANNUAL FUNDRAISING GALA**
(C/M 2022/09/29 - 5/1/1)

CEO

RESOLVED:

(a) That Council supports the Walvis Bay Mayoral Fundraising Gala Dinner to be hosted on 01 October 2022.

(b) That approval be granted for payment of all the support of two seats for the Mayor, 4 Councillors and the Traffic Officer to attend the gala dinner.

(c) That provision be made for the pledge of the Municipality of Swakopmund at the gala dinner.

(d) That Council determines the pledge amount to be made.

(e) That the Walvis Bay Council provides Council with an invoice to effect payment.

(f) That the payment of N$2000.00 be defrayed from the Publicity Vote: 101015533000 where N$35 000.00 is available.

11.1.50 **APPLICATION FOR SPONSORSHIP FOR SWAITEX**
(C/M 2022/09/29 - 14/1/4/3)

CEO

RESOLVED:

(a) That Council grants permission to the Namibia Chambers of Commerce and Industry to host the SWAITEX at Vineta Sport Field free of charge at the locations identified by the Economic Development Services Dpartment from 06-17 October 2022, subject to the applicant paying a refundable deposit of N$20 101.00.

(b) That the request from the Namibia Chambers of Commerce and Industry to utilize Council Chamber to host conferences and workshops during the event not be approved and that

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they be advised to find an alternative venue i.e. pitch a tent on site or Tamariskia or Multipurpose Center.

(c) That the request from Messrs. NCCI for Council to offer cleaning services during the SWAITEX event be turned down due to shortage of staff and budget constraints.

(d) That the request for Council to sponsor accommodation, transport, and office space for the organizing committee not be considered.

(e) That Council sponsor (*in kind*) the following items - refuse bins, skip containers, palm trees and plants (for display), and be responsible for the removal of refuse bins during and after the event.

(f) That the Namibia Chambers of Commerce and Industry be advised to apply to Erongo RED for the electricity supply during the SWAITEX.

(g) That permission be granted for the NCCI to erect signs and billboard to market the event in accordance with Council's outdoor advertising policy.

(h) That the applicant indemnifies Council against all and any claims in respect of damage to property and/or bodily injury to / loss of life of people that may arise from the utilization of the property.

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

None.

The meeting adjourned: **20:00.**

Minutes to be confirmed on: **27 October 2022.**

D Nanubes
MAYOR

A Benjamin
CHIEF EXECUTIVE OFFICER

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETINGS HELD DURING SEPTEMBER AND OCTOBER 2022**

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10 (A) **MINUTES OF THE SPECIAL MANAGEMENT COMMITTEE MEETING HELD ON 27 SEPTEMBER 2022**

5. **DISCUSSION POINTS**

5.1 **ERONGO RED: ENGAGEMENT WITH COUNCIL**
(S/M/C 2022/09/27 - 5/6/3)

CEO
GM: EPS

RESOLVED:

(a) That the Erongo RED engagement with Council be noted.

(b) That a technical committee consisting of the General Manager: Engineering and Planning Services and Mr Horsthenske be established to attend to the following:

- ***DRC Electricity Connections***
- ***Street Lighting***

5.4 **REQUEST FOR APPROVAL TO CONDUCT ACADEMIC RESEARCH**
(S/M/C 2022/09/27 - 4/4/8)

M:HC
GM: EDS

RESOLVED:

That permission be granted to Mr Bainga Matengu to conduct research on the Identification of core components of an Emergency and Disaster Management Preparedness Plan for the Municipality of Swakopmund.

5.6 **REPORT ON COUNCIL'S TWINNING AGREEMENTS WITH NAMIBIAN LOCAL AUTHORITIES**
(S/M/C 2022/09/27 - 5/2/4/5)

CO: M
GM: CS&HC

RESOLVED:

(a) That the report on the twinning agreements between the Swakopmund Municipality and other Local Authorities in Namibia be noted.

(b) That Council revive contact with the Local Authorities in Namibia with whom Memorandum of Understanding were signed, twinning agreements were approved and proposed.

5.7 **REQUEST TWINNING AND FAMILIARISATION VISIT BY THE OUTAPI TOWN COUNCIL**
(S/M/C 2022/09/27 - 5/2/4/5)

CO:
GM: CS&HC

RESOLVED:

(a) That Council notes the request for twinning between the Swakopmund Municipality and the Outapi Town Council and that the Outapi Town Council be requested to identify key areas of agreement for the twinning agreement.

(b) That Council notes the Outapi Town Council has been invited to attend the scheduled Swakopmund Municipal Council meeting for Thursday, 27 October 2022.

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10 (B) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 13 OCTOBER 2022**

2. **CONFIRMATION OF MINUTES**
(M/C 2022/10/13 - 5/2/1/1/2)

2.1 **MINUTES OF THE ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 15 SEPTEMBER 2022**

On proposal of Councillor BR Goraseb and seconded by Councillor P N Shimhanda it was:

CO: A
GM: CS&HC

RESOLVED:

That the Minutes of the Ordinary Management Committee meeting held on 15 September 2022 be confirmed as correct.

2.2 **MINUTES OF THE SPECIAL MANAGEMENT COMMITTEE MEETING HELD ON 27 SEPTEMBER 2022**

On proposal of Councillor B R Goraseb and seconded by Councillor P N Shimhanda it was:

CO: A
GM: CS&HC

RESOLVED:

That the Minutes of the Ordinary Management Committee meeting held on 27 September 2022 be confirmed as correct.

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7. **MATTERS REFERRED BY PREVIOUS COUNCIL- AND MANAGEMENT COMMITTEE MEETINGS**

7.1 **AUDIENCE: PROPOSED MEDICAL FACILITY ON BEHALF OF SEA GULL'S CRY CC ON PROPERTY NO 1, FARM 165**
(M/C 2022/10/13 - 13/3/1/5)

RESOLVED:

That the Management Committee takes note that Dr E W Henn confirmed that he is no longer pursuing the business venture at No. 1 Farm 165.

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9. **PERSONAL MATTERS**

9.1 **WALVIS BAY MAYORAL FUND ANNUAL FUNDRAISING GALA**
(M/C 2022/10/13 - 5/1/13)

RESOLVED: *CEO*

(a) That Council supports the Walvis Bay Mayoral Fundraising Gala Dinner to be hosted on 01 October 2022.

(b) That approval be granted for payment of five seats for the Mayor, 3 Councilors and the Traffic Officer to attend the gala dinner.

(c) That provision be made for the pledge of the Municipality of Swakopmund at the gala dinner.

(d) That Council pledges the amount of N$ 5 000.00.

(e) That the MTC Dome Namibia provides Council with an invoice to effect payment.

(f) That the payment of N$2 000.00 be defrayed from the Publicity Vote: 101015533000 where N$35 000.00 is available.

9.2 **INVITATION TO THE ALAN REFELA CONFERENCE TO BE HOSTED IN RUNDU ON 20-21 OCTOBER 2022**
(M/C 2022/10/13 - 5/6/1)

RESOLVED:

(a) That approval be granted for the two female Councillors and the Traffic Officer to travel to Rundu to attend the ALAN REFELA Conference from 20-21 October 2022.

(b) That Council approves the travelling and expenditure as per the table below.

SUMMARY OF EXPENDITURE					
Item	*Lunch Tarif*	*Overnight*	*Accommodation*	*Transport*	*Total*

	(1x350.00)	Allowance (3x750.00)	(3x750.00)	cost (N$3.80/km)	
Mayor	N$350	N$2250	N$2250	-	N$4850.00
Cllr S Kautondokwa	N$350	N$2250	N$2250	-	N$4850.00
Mr R Karigub	N$350	N$2250	N$2250	-	N$4850.00
TOTAL EXPENDITURE ON SUBSISTANCE AND EVENT COSTS				-	N$14 550.00

(c) That subsistence and traveling allowance at a total of N$14,550.00 be defrayed from the Council's Conference Expenses Vote 101015505500 where N$379,732 is available.

10.8 **EMPLOYEE FUN DAY EVENT**
(M/C 2022/10/13 - 9/6/2)

M: HC
GM: F
All GMs
Acting GM: CS&HC

RESOLVED:

(a) That Council take note and approves the Fun Day event which is scheduled to take place on 4 November 2022 at the Vineta Sports Field.

(b) That the cost for the Teambuilding / Fun Day be defrayed from Council's Team Building Events Vote: 001015552000 where N$40 000.00 is available, as well as SAIMSA Games Vote: 001015563500 where N$150 000.00 is available.

(c) That the appropriate procurement processes be followed for the event.

FEEDBACK REPORT
EXECUTION OF COUNCIL RESOLUTIONS
31 AUGUST 2022

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg Letter written, date. Submitted for legal review – date)	COMMENTS (eg Await feedback, partially implemented)	FULLY IMPLEMENTED
11.1.1 REQUEST TO PROVIDE FINANCIAL ASSISTANCE TO PADDOCK GARDENS TRUST // (C/M 2021/08/30 - 14/2/7/1/14)				
That Council approves the request by Messrs Paddock Gardens Trust for the annual financial assistance of N$100 000.00 for the next three (3) financial years only and once off payment of garden equipment of N$3 300.00 to enable the Trust to continue maintaining the Paddock Gardens.	**GM: EDS** *Acting GM: CS&HC*			
11.1.2 ALLOCATION OF ERVEN TO DISTANT RELATIVES IN DRC // (C/M 2021/08/30 - Ext 28-31)				
(a) That Council takes note that Mrs Maria Hafyenanye, a direct relative of the late Mr Josef Hafyenanye responded after the placement of the advert in the newspaper. (b) That the application of Mr Johannes Kashululu be turned down and that Erf 806 be allocated to Mrs Maria Hafyenanye who is the biological child of the late Mr Josef Hafyenanye. (c) That Council approves the allocation of the erven to distant relatives who reside on the erven and are on the Master Waiting List as per the table below: Housing Mass List	**CO: H** *Acting GM: CS&HC*	Busy with execution	Still busy with execution	

ERF NO	NAME OF THE DECEASED	NAME OF APPLICANT	RELATIONSHIP TO DECEASED	SUPPORTING DOCUMENTS
380	Samuel Gaxab	Welma Patricia Huises	Relative	Copies of death certificate and ID
595	Josef Hainyondo	Israel Loteni Nashana	Uncle	A copy of death certificate and ID
126	Hashipala Shikongo	Teofilus Tomas	Uncle	A copy of death certificate
325	Maria Magdalena Job	Petrus Angamba	Niece	A copy of death certificate
183	Fillimon Nghifefengelwa	Matheus T I Shiweda	Uncle	A copy of death certificate
1067	Rainhord Gideon	Maria Magano Angombe	Uncle	A copy of death certificate
399	Bartholomeus Tuhemwe	Fabianus Kapinga	Uncle	A copy of death certificate
199	Johannes D Kambogha	Benhard Dighomba	Uncle	A copy of death certificate
561	Tiofelus Daniel	Diina Ndatutengeumbo Nddashaala	Brother	A copy of death certificate
806	Josef Hafienanye	Johannes Kashululu	Relative	A copy of death certificate
1188	Wilhem Nghimodino Mikka	Efraim NG Joseph	Cousin	A copy of death certificate
113	David Angula	Immanuel Aikela	Grandfather	A copy of death certificate
195	Pieter Hoeb	Theopoltine Tanises	Brother	A copy of death certificate

(d) That the applicants in point (b) and (c) above be informed to visit the Housing Section for processing of the allocation.

(e) That the application of Ms Welma Paricia Huises for the change of ownership of Erf 380 be turned down since she is not residing in Swakopmund.

(f) That the application of Mr Teofilus Tomas for the change of ownership of Erf 126 be turned down since it transpired that the deceased, Mr Hashipala Shikongo was married under the Customary Law to Mrs Albertina Hausiku and that she too claims the ownership of the erf.

(g) That the applicants be informed that should they fail to occupy the erven for six (6) consecutive months, than these erven will be allocated to other

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg Letter written, date, Submitted for legal review – date)	COMMENTS (eg Await feedback, partially implemented)	FULLY IMPLEMENTED
residents in need to be settled.				
11.1.3 NOMINATION OF SECUNDIS FOR THE ONLINE EXPERT EXCHANGE PROJECT BETWEEN THE SWAKOPMUND AND GIESSEN MUNICIPALITIES // (C/M 2022/08/31 - 5/2/4/5)				
(a) That the following officials be assigned as *secundis* to the project: 1. ***Ms Johanna Angolo (Senior Town Planner)*** • ***Mr Dinina Hamupembe (Technician: Projects)*** 2. ***Ms Rauna Shipunda (Local Economic Development Officer)*** 3. ***Ms Sabina Kathena (Youth Development Officer)*** • ***Mr Sebron Shikesho (SME Administrator)*** 4. ***Mr Robeam Ujaha (Environmental Health Practitioner)*** • ***Mr Dawid Guruseb (Assistant: Animal Control Officer)*** 5. ***Ms Aili Gebhardt (CO: Marketing & Communications)*** • ***Ms Barbara Ramos Viegas (Corporate Officer: Housing)*** 6. ***Councillor Claus Goldbeck*** • ***Councillor M Henrichsen***	**GM: HSSWM** **GM EPS**	Takes note		
(b) That it be noted that the face-to-face meeting in Germany and African Conference is fully funded, but Council is responsible for the subsistence and travelling allowances of the officials during that period (as per the Policy on Travelling, Accommodation & Subsistence) as follows:				

SUMMARY OF EXPENDITURE					
Item	*Lunch Tariff (1x N$350,00)*	*Total days / nights*		*Daily Allowance (@N$1500 ,00 per day)*	*Total*
Cllr. Claus Goldbeck	*N$350.00*	*7*	*x*	*N$10 500.00*	*N$10 850.00*
Ms Johanna Angolo	*N$350.00*	*7*	*x*	*N$10 500.00*	*N$10 850.00*
Ms Rauna Shipunda	*N$350.00*	*7*	*x*	*N$10 500.00*	*N$10 850.00*
Ms Sabina Kathena	*N$350.00*	*7*	*x*	*N$10 500.00*	*N$10 850.00*
Mr Robeam Ujaha	*N$350.00*	*13*	*x*	*N$19 500.00*	*N$19 850.00*
Ms Aili Gebhardt	*N$350.00*	*13*	*x*	*N$19 500.00*	*N$19 850.00*

(d) That shuttle services be used to transport the officials to and from the Hosea Kutako International Airport, (Windhoek).				
(e) That Council be responsible for the payment of the visas and shuttle services for the officials, which will be refunded by the sponsors upon proof of invoice.				
(f) That special leave be granted to the officials for the purpose of travel for visa application and when travelling to Germany during September 2022.				
(g) That the activity schedule and progress report be submitted to the Management Committee on a regular basis.				
11.1.4 GRATITUDE FOR SPONSORSHIP: COASTAL WARRIORS VOLLEYBALL CLUB // **(C/M 2022/08/31 - 3/15/1/6/1)**				
(a) That the letter of gratitude for the sponsorship to the value of N$10 560.00 from Council to the Coastal Warriors Volleyball Club for access to the indoor training court at the Dome be noted.	**CO: M&C** *Acting GM: CS&HC*	Noted		
(b) That the Coastal Warriors Club's Fundraising Strategy for the year 2022 be noted.				
11.1.5 FISCON INVESTMENTS 108 CC: OUTSIDE SEATING • ***RENEWAL OF LEASE PERIOD***				

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg Letter written, date. Submitted for legal review – date)	COMMENTS (eg Await feedback, partially implemented)	FULLY IMPLEMENTED
• ***COVID-19 RELIEF*** **// (C/M 2022/08/31 - E 400, S & RE E 2747, S)**				
(a) That Council approves the renewal of the lease agreement with Fiscon Investments Hundred and Eight CC to lease an area of the Remainder of Erf 2747, Swakopmund as outside seating. (b) That the lease period be from 01 December 2018 until date of transfer of the Remainder of Erf 2747, Swakopmund to Fiscon Investments Twenty Three CC. (c) That the rental amount of N$39.91./m² x 145.5m²= N$5 806.90 + (15% VAT) N$871.03 = N$6 677.93 with an annual escalation of 7% starting from 1 July 2023. ***(i) That no sub-letting be allowed.*** ***(ii) That Council reserves the right to cancel the lease if valid objections are received from the public.*** ***(iii) That the applicant shall indemnify Council and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of the leased area.*** ***(iv) That the lease is terminable by either party given or receiving 3 months notice.*** ***(v) That the timber deck area used for outside seating not be operated after 22:00 daily.*** ***(vi) That a deposit equal to 1 months rental be paid.*** (d) That the lessee be informed that the Anchor Blocks on site are national monuments and they are responsible for the beautification of all 3 (three) Anchor Blocks. (e) That it be noted that approval was granted by the Ministry of Urban & Rural Development to proceed with the sale of the Remainder of Erf 2747, Swakopmund to Fiscon Investments Twenty Three CC. (f) That all costs involved be for the applicant's account. (g) That should the lessee cease operating, they must reinstate the area to its original condition at their own cost. (h) That Fiscon Investments Hundred and Eight CC be granted Council's standard Covid-19 relief as resolved on 27 January 2022 under items 11.1.4 and 11.1.5 for a period of 8 months from 01 April 2020. (i) That the General Manager: Finance calculates the correct arrears amount by amending the rental levy from 01 December 2012 on a surface area measuring 145.5m² instead of 150m², and that Fiscon Investments Hundred and Eight CC be permitted to include the arrear rental in the bond. (j) That Council takes note that the lessee paved 3 areas combined in size 1 830m² which value currently amounts to N$325 282.50; It would cost Council N$185 745.00 to lay interlocks on the public areas covered by Fiscon Hundred and Eight CC, but that Council does not set-off N$185 745.00 against the arrears account for the outside seating on the Remainder of Erf 2747, Swakopmund.	**CO: P** **GM: F** *Acting GM: CS&HC*	The lessee was informed of the Council resolution in writing per letter dated 02 September 2022. Finance will attend to points (h) and (i). Resolution noted and executed accordingly.	Seeing that Ministerial approval was granted for the sale of the area to the lessee, there is no need to publish the renewal of the lease period. Resolution noted and executed accordingly.	Fully implemented. Fully implemented.
11.1.6 LUMERIS INVESTMENTS 27 CC: OUTSIDE SEATING • ***RENEWAL OF LEASE PERIOD***				

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg. Letter written, date Submitted for legal review – date)	COMMENTS (eg Await feedback, partially implemented)	FULLY IMPLEMENTED
• ***CHANGE OF IDENTITY OF LESSEE TO BZN*** • ***COVID-19 RELIEF*** **// (C/M 2022/08/31 - Erf 228 C, S)**				
(a) That Council approves the lease agreement with BZN Bar and Restaurant CC to lease an area of the pavement opposite Erf 228C as outside seating measuring 26.29m². (b) That the approval in point (a) above be subject thereto that Lumeris Investments 27 CC settles the outstanding rental until 28 February 2022. (c) That the General Manager: Finance calculates the correct arrears amount by amending the rental levy from 01 February 2019 on a surface area measuring 26.29m² instead of 42m², based on 10% annual increase, no increase for the period 01 July 2020 until 30 June 2021 and thereafter an 7% annual increase. (d) That the lease period for BZN Bar and Restaurant CC be 5 years which commenced on 01 March 2022 and lapsing on 28 February 2027. (e) That the rental amount of N$39.91/m² x 26.29m² = N$1 050.00 + (15% VAT) N$157.50 = N$1 207.50 with an annual escalation of 7% starting from 1 July 2023. *(i) That no sub-letting be allowed.* *(ii) That Council reserves the right to cancel the lease if valid objections are received from the public.* *(iii) That the applicant shall indemnify Council and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of the leased area.* *(iv) That the lease is terminable by either party given or receiving 3 months notice.* *(v) That the timber deck area used for outside seating not be operated after 22:00 daily.* *(vi) That a deposit equal to 1 months rental be paid.* *(v) That all costs involved be for the lessee's account. Should they cease operating they must inform Council in writing and reinstate the area to its original condition at their own cost.* *(vi) The lease agreement is not transferable and may not form part of an estate.* *(vii) That Council be informed of any change in membership or shareholding depending on the entity to be established.* (f) That the lease be advertised in terms of Section 63 (2) of the Local Authorities Act 23 of 1992. (g) That Council reserves the right to cancel the lease if valid objections from the public are received during the subsistence of the lease. (h) That the General Manager: Engineering & Planning Services determines the value of a refundable deposit payable by the lessee based on an estimate of rehabilitation costs should the lessee not rehabilitate the area on the expiry / cancellation of the lease period. (i) That Lumeris Investments 27 CC be granted Council's standard Covid-19 relief as resolved on 27 January 2022 under items 11.1.4 and 11.1.5 for a period of 8 months from 01 April 2020.	**CO: P** **GM: F** *Acting GM: CS&HC*	The lessee was informed of the Council resolution passed per letter dated 02 September 2022. Finance will attend to point (i) and Engineering & Planning Services to point (h).	Await payment of the deposit in order to publish the renewal of the lease period.	Decision is fully implemented.
11.1.7 APPLICATION TO EXCHANGE ERF 1898, MONDESA WITH ERF 1385, EXTENSION 7, MATUTURA // (C/M 2022/08/31 - M 1898, MAT 1385)				
(a) That Council approves the application by Moria Congregations of Africa (The National Council of	**CO: P** *Acting GM: CS&HC*	The religious institution was	The applicant must pay the	The decision is fully

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg Letter written, date, Submitted for legal review – date)	COMMENTS (eg Await feedback, partially implemented)	FULLY IMPLEMENTED
the Moria Congregations of Africa) to acquire Erf 1385, Extension 7, Matutura in execution of Council's resolution passed on 28 July 2011 under item 11.1.15. (b) That the purchase price for Erf 1385, Extension 7, Matutura be determined at N$62.50 / m² (i.e 50% of the cost of installation of services to Extension 7, Matutura), that is i.e N$ 62.50 x 3 819m² = N$238 687.50. (c) That Moria Congregations of Africa be informed of the standard conditions of sale for the sale of erven zoned "*Institutional*" Annexure "D" (on file). (d) That Moria Congregations of Africa (The National Council of the Moria Congregations of Africa) pays a deposit in the amount of N$10 000.00 to cover the cost of publication in terms of the Local Authorities Act 23 of 1992, and any other cost of which the balance (if any) will be refunded.		informed of Council's decision per letter dated 01 September 2022 and acknowledged receipt thereof.	required deposit within 90 days, being Wednesday, 30 November 2022.	implemented.
11.1.8 DEBT RECOVERY PLAN FOR COUNCIL'S OUTSTANDING DEBTS // (C/M 2022/08/31 - 3/1/1/1/1, 3/2/7)				
That Council resumes disconnection of water supply to Ministerial accounts for non-payment of their Service Accounts as from 1st of September 2022.	**GM: F** **GM: EDS**	Resolution noted and executed accordingly.	Resolution noted and executed accordingly	Fully implemented.
11.1.9 APPROVAL OF THE BUDGET FOR THE FISCAL YEAR 1 JULY 2022 TO 30 JUNE 2023 // (C/M 2022/08/31 - 3/1/1/1/1;3/1/1/2/1)				
That Council take note of the approval of budget for the fiscal year 2022/2023	**GM: F**			
11.1.10 CONCERNS RAISED DURING *WAGDAAR* PUBLIC MEETING // (C/M 2022/08/31 - 16/1/4/2/1/14)				
(a) That the Housing Section carries out fieldwork to investigate the total number of unoccupied erven in *Wagdaar* and report back. (b) That the Housing Section registers all unregistered residents in *Wagdaar*. (c) That residents without voter's cards or identity documents be advised to approach the Ministry of Home Affairs and Immigration and the Electoral Commission of Namibia to get such important documents before they can be registered. (d) That all structures on each erf be counted and that the residents with more than one structure be informed that they will have to be relocated.	**CO: H** *Acting GM: CS&HC*	Busy with Execution to inform Committee		
11.1.11 APPROVAL OF THE SOCIAL HOUSING BENEFICIARIES // (C/M 2022/08/31 - 16/1/4/2/1/14)				
(a) That Council approves the list, Annexure "A" (on file) of the first 48 beneficiaries who took up ownership of the houses located in Extension 27, 28, 29 and 30. (b) That the list Annexure "B" (on file) of the next 50 beneficiaries submitted be approved before the construction work starts. (c) That the beneficiaries be informed to clear any structures which may obstruct the construction of their houses.	**CO: H** *Acting GM: CS&HC*	Busy with Execution to inform Committee		
11.1.12 REQUEST FOR COLLABORATION AND ASSISTANCE WITH FUNDING TOWARDS THE 2022 NAMIBIAN HERITAGE WEEK // (C/M 2022/08/31 - 3/15/1/5/3)				
(a) That the request from the Scientific Society Swakopmund for financial assistance towards the hosting of the 2022 Namibian Heritage Week scheduled to take place from 19-25 September 2022 at the Museum, in Swakopmund, be approved. (b) That an amount of N$5 000.00 be donated towards the production and editing of the videos of the event and that the funds be defrayed from the Corporate Services Publicity Vote 150515533000 where N$300 000.00 is available. (c) That the videos and pictures of the event be posted on Council's social media platforms and website.	**CO: M** *Acting GM: CS&HC*	Memo was prepared and submitted to Finance to transfer the payment.	The Scientific Society Swakopmund was informed accordingly via letter dated 1 September 2022.	Payment was done on 5 September 2022.
11.1.13 PROPOSAL TO INTRODUCE BICYCLE TOURISM IN SWAKOPMUND // ((C/M 2022/08/31 - 14/1/3/1)				

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg. Letter written, date, Submitted for legal review – date)	COMMENTS (eg. Await feedback, partially implemented)	FULLY IMPLEMENTED
(a) That permission be granted to Mr J Grove to operate a bicycle tour in Strand Street from Tiger Reef, past the Aquarium, turn into Molen Weg street to the Tug restaurant and turn at Strand Hotel into Mole/Museum street and end at the museum and back to Tiger Reef in Amzoll street before Strand Street, during off-peak hours which must be determined in conjunction with the Emergency and Law enforcement division (*see map, on file*). (b) That the permission granted in (a) above, be subject to the following conditions: *(i) That the applicant obtained consent from Messrs. Sea Gull Cry cc (i.e. Tiger Reef tenant) to utilize space on leased area No. 1 over Farm No. 165 to place a storage and booking facility.* *(ii) That the applicant complies with General Health and Registration of businesses regulations.* (c) That the approval be given on a trial basis for six months and be reconsidered for future applications. (d) That Mr J Grove be informed that according to the Road Traffic Transport Act, 22 of 1999, any self-propelled vehicle with an exceeding 30 kg, which has pedals and an engine, or an electric motor is regarded as a motor vehicle and is required by law to follow licensing procedures. (e) That the applicant indemnifies Council against all and any claims in respect of damage to property and/or bodily injury to / loss of life of people that may arise from the utilization of Council property and / the bicycle tours.	**GM: EDS**			
11.1.14 THE NAMING OF STREETS, PUBLIC PLACES, NATURAL AREA AND COUNCIL-OWNED BUILDINGS/FACILITIES ADVISORY COMMITTEE OF SWAKOPMUND // (C/M 2022/08/31 - 11/1/4/28, 16/1/4/1/5)				
(a) That it be noted that the minutes of the Naming of Street, Public Places, Natural Area and Council-owned Buildings / Facilities Advisory Committee meeting dated 20th October 2020 together with those of Mondesa, Extension 12 were submitted to the new committee at its meeting held on the 28th September 2021 and were rejected. (b) That the nomination form be approved. (c) That the theme "*Rivers and Lakes of Namibia*" as well as the list of names below be approved for street names in Swakopmund, Extension 43: • ***Abahuab Street*** • ***Otjikoto Street*** • ***Uniab Street*** • ***Linyanti Street*** • ***Seeis Street*** • ***Huab Street*** • ***Olifants Street*** • ***Koigab Street*** • ***Guinas Street*** • ***Ngoma Street*** • ***Dragon's Breath Street*** • ***Oponona Street*** (d) That the theme "*Acacia trees of Namibia*" as well as the list of names below be approved for street names in Swakopmund, Extension 44: • ***Yellow-Bark Thorn Street*** • ***Water Thorn Street*** • ***Kalahari Acacia Street*** • ***Candle-Pod Acacia Street*** • ***Red Thorn Street*** • ***Sand Acacia Street*** • ***Mountain Thorn Street***	**GM: EPS**	Awaiting on confirmation of minutes.		

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg. Letter written, date, Submitted for legal review – date)	COMMENTS (eg Await feedback, partially implemented)	FULLY IMPLEMENTED
• ***Brandberg Acacia Street*** • ***Sweet Thorn Street*** • ***Black Thorn Street*** (e) That the theme "*Trees of Namibia*" as well as the list of names below be approved for street names in Mondesa, Extension 14: • ***Bluebush Street*** • ***Namaqua Fig Street*** • ***Brandy Bush Street*** • ***Ringwood Street*** • ***Karee Street*** • ***Kuni Bush Street*** • ***Num-Num Street*** • ***Date Palm Street*** • ***Savanna Lilly Street*** • ***Unyondo Street*** • ***Phantom Street*** • ***Pine Tree Street*** • ***Palo Verde Str*** • ***Elephant Vine Street*** • ***Jackal-berry Street*** • ***Lantana Street*** • ***Omutete Street***				
11.1.15 COMMEMORATIVE BENCH AND PLAQUE POLICY, DIRECTIVE AND APPLICATION // (C/M 2022/08/31 - 14/2/4/4)				
(a) That Council accepts the Commemorative Bench and Plaque Directive and Guidelines (on file) to provide the Swakopmund Municipality with a process for the acceptance of donations for placement of memorial benches and plaques in Parks, Recreational Areas, Beach Walkways and elsewhere in Swakopmund. (b) That the Commemorative Bench and Plaque Directive applies exclusively to requests and donations for memorial benches. No other requests for memorial items will be accepted. (c) That the Commemorative Bench and Plaque Directive be administered by Council's Economic Development Services Department in conjunction with Engineering Services: Works Section regarding the technical requirements, installation, and placement of the memorial benches. (d) That Council's Economic Development Services Department administers inventory, date, and maintain a listing of all existing commemorative benches and plaques that have been installed prior to and after the adoption of this policy. (e) That this Commemorative Bench and Plaque initiative be marketed by Council's Marketing & Communications Section. (f) That for the interim donation of N$6 325.00 (VAT Included) [Bench @ N$4000,00 + Installation & Maintenance @ N$1 500,00 = N$5 500,00 + 15% VAT @ N$825.00 = N$6 325,00] be determined as the donated price for the N$2022/23 Financial Year, which includes the cost of the bench, installation, and maintenance. (g) That the General Manager: Finance creates and administers a vote for the Commemorative Bench and Plaque initiative and ensure that the donation amount be incorporated in Council's Annual Tariff Budget. (h) That the Commemorative Bench and Plaque administration be reported to Management Committee monthly and forms part of Economic Development Services Monthly Report, indicating the Donor, the Honoree, the site of placement, and the amount paid.	**GM: EDS** **GM: EPS** **GM: F**	Noted Resolution noted and executed accordingly.	Resolution noted and executed accordingly	Fully implemented.
11.1.16 REPLACEMENT OF THE UNINTERRUPTED POWER SUPPLY (UPS) // ((C/M 2022/08/31 - 8/2/1)				
That permission be granted to the General Manager:	**CO: A**			

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg. Letter written, date, Submitted for legal review – date)	COMMENTS (eg Await feedback, partially implemented)	FULLY IMPLEMENTED
Finance to provide additional funds for the procurement of the Uninterrupted Power Supply (UPS).	*Acting GM: CSHC*			
11.1.17 JUNIOR TOWN COUNCIL TO PARTICIPATE AT YOUTH SUMMIT // ((C/M 2022/08/31 - 5/3/1/3)				
(a) That Council supports the Junior Town Council to participate at the Youth Summit. (b) That the Junior Town Council members indicate their availability to attend this training. (c) That approval be granted for payment of all the Junior Town Council members to participate at this event. (d) That the Youth Summit Organisers submit an invoice for the payment of the Junior Town Council once the list of attendees has been finalized. (e) That the payment of N$38 500.00 be defrayed from the Training Vote 101015548000 where N$50 000.00 is available.	**CEO**	The Junior Town Council could not attend the event.		Not implemented.
11.1.18 ALTERNATIVE CONSTRUCTION METHOD - IKHAYA FUTUREHOUSE BUILDING SYSTEM // (C/M 2022/08/31 -16/10/1/1)				
(a) That Council permits the use of the Ikhaya Future House building system construction technique. (b) That a local Registered Structural Engineer be trained and appointed by the developer as a third party to provide supervision for the construction technique and takes full liability for its structural integrity. (c) That the use of the building technique be limited to developments where Ikhaya Futurehouse Building System are involved directly. (d) That all approvals be obtained through the standard building application process as prescribed by the Swakopmund Municipality.	**GM: EPS** *CO: H* *Acting GM: CS&HC*	Resolution noted and to be executed accordingly Letter to be drafted Noted		
11.1.19 APPLICATION FOR THE RELAXATION OF THE GARAGE FLOOR AREA ON ERF 2555, SWAKOPMUND, EXTENSION 8 // (C/M 2022/08/31 - E 2555)				
(a) That the proposed garage floor area on Erf 2555, Swakopmund, Extension 8 be relaxed from 80m² to 122m². (b) That the approval is subject to the normal building plans application process/es.	**GM: EPS**	Letters to be issued upon confirmation of minutes.		
11.1.20 APPLICATION FOR SPECIAL CONSENT TO OPERATE A HOME SHOP ON ERF 69, TAMARISKIA // (C/M 2022/08/31 - T 69)				
(a) That special consent to operate a Home Shop on Erf 69, Tamariskia Proper outside the demarcated area, be approved. (b) That approval be subjected to the following conditions apply to consent given in terms of Councils "*Home Shop Policy*": ***(i) That the erf owner must also be the licensee.*** ***(ii) That the erf owner must be a resident on the site.*** ***(iii) That they conform to the Town Planning Scheme and Building regulations.*** ***(iv) That the percentage of the building used for the Home shop does not exceed 40% of buildings on the erf. The primary use as a residential erf must be retained.*** ***(v) That consent is not transferable.*** ***(vi) That Paralox General Dealer registers with the Health Services Department and be subject to the Health Regulations standard.*** ***(vii) That Council reserves the right, to cancel a consent use should there be valid complaints.***	**GM: EPS** *GM: HSSW*	Letters to be issued upon confirmation of minutes.		
11.1.21 REVISED BETTERMENT FEE PAYMENT FOR ERF 5856, SWAKOPMUND REQUESTED BY THE SCIENTIFIC SOCIETY // (C/M 2022/08/31 - E 5856)				

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg Letter written, date, Submitted for legal review – date)	COMMENTS (eg Await feedback, partially implemented)	FULLY IMPLEMENTED
(a) That the betterment fee amount for the rezoning of Erf 5856, Swakopmund as approved by the Minister of Urban and Rural Development in October 2021, be retained. (b) That the Scientific Society Swakopmund pay the betterment fee for the rezoning of Erf 5856, Swakopmund both in cash, namely, thirty percent (30%) of the difference (N$2 249 000.00) increase in value of Erf 5856, Swakopmund resulting from the rezoning, and the remaining twenty percent (20%) in lieu of cash be applied towards the maintenance of the two registered monuments and associated buildings on the site, provided that the property remains in the ownership of the Society and it should not be sold within a five (5) year period from the date of this Council decision. (c) That betterment fee in cash amounts to N$674 700.00 while betterment fee in lieu of cash amounts to N$449 800.00, retaining the initial betterment fee figure of N$1 124 500.00. (d) That if the property happens to be sold within five years from the date of this Council Resolution, then an additional ten percent (10%) of the difference increase in value of Erf 5856, Swakopmund resulting from the rezoning be claimed and be paid before transfer takes effect. (e) That the Scientific Society Swakopmund provide proof on an annual basis, whereby the last proof must not be later than December 2027, (5 years) that the 20% of the betterment fee has been used for the maintenance of the two registered monuments and associated buildings on the site. (f) That the Scientific Society Swakopmund inform its members of the contribution being made for the maintenance contribution in lieu of cash payment to the Municipality of Swakopmund. (g) That the Scientific Society Swakopmund respond in writing accepting Council's resolution and conditions before any further action is taken and enter into a legal agreement with Council in honouring its commitment toward payment of the 20% of betterment in lieu of cash. (h) That if the Scientific Society Swakopmund is not in agreement with this Council decision, then it must rezone the erf to a lower bulk which may still be able to accommodate the current development on the site.	**GM: EPS**	Letters to be issued upon confirmation minutes.		
11.1.22 EXCHANGE OF INSTITUTIONAL ERVEN WITH THE ERONGO REGIONAL COUNCIL SWAKOPMUND // (C/M 2022/08/31 - 16/1/4/2/1/14, E 10907, Mat 982)				
(a) That Council takes note of the application dated 13 May 2022 received from Erongo Regional Council: Directorate of Education, Arts & Culture requesting to exchange Erf 982, Extension 4, Matutura for Erf 10907, Extension 42, Swakopmund. (b) That Council takes note that the Erongo Regional Council: Directorate of Education, Arts & Culture was requested to provide a power of attorney from the Government of Namibia authorising them to deal with land belonging to the central government. (c) That Council approves the exchange of the two erven, i.e. that Erf 10907, Extension 42, Matutura (belonging to Council) be exchanged with Erf 982, Extension 4, Matutura (belonging to the Government of Namibia), on condition that point (b) above be complied with. (d) That Erf 10907, Swakopmund be subdivided into two portions; one portion equal in size to Erf 982 (44 630m²) and remainder measuring 5 723m².	**CO: P** *Acting GM: CS&HC*	The ERC was informed of Council's decision per letter dated 01 September 2022.	Power of Attorney from the Government of Namibia is awaited before the exchange transaction will be commenced with. See point (b).	The decision is fully implemented.

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg. Letter written, date. Submitted for legal review – date)	COMMENTS (eg. Await feedback, partially implemented)	FULLY IMPLEMENTED
(e) That Feeding Namibia and Christ's Hope be informed of the proposed exchange transaction which will result in them having to relocate on Erf 10907, Extension 42, Swakopmund prior to the lapsing of their approved periods of occupation; and that they will be informed closer to finalization of the transfer of Erf 10907 to the Government of Namibia. (f) That approval be sought from the Ministry of Urban and Rural Development regarding the proposed exchange in terms of section 30 (1) (t) of the Local Authorities Act 23 of 1992.				
11.1.23 NAMIBIAN INSTITUTE OF WELDING CC: APPLICATION FOR INDUSTRIAL ERVEN **// (C/M 2022/08/31 - 16/1/4/2/1/13, E 4869, E 4901; E 4873, E 4874)**				
(a) That point (a) of Council's resolution passed on 27 January 2022 under item 11.1.13 be amended to provide for the consideration of private treaty sale of the available erven located in Extension 10, Swakopmund. (a) That the Namibian Institute of Welding Close Corporation selects one of the two erven they initially applied for as Council's Property Policy prescribes 1 erf per entity / natural person: (c) That with reference to their amended letter dated 15 July 2022 received on 28 July 2022, Namibian Institute of Welding Close Corporation be informed that Council is reconsidering the sale of Erf 4869, Swakopmund to Oshitenda Business Group CC which was cancelled due to unforeseen circumstances. (d) That the Namibian Institute of Welding Close Corporation be informed that the purchase price for the erven is indicated in point (b) above at the upset price: *(i) That a discount of 50% is not considered as the entity is a commercial entity and the erven are zoned "general industrial"; and* *(ii) That an incentive of 15% discount on the purchase price (excluding 15% VAT) be offered on condition that Namibian Institute of Welding Close Corporation completes construction of the structural improvements within two years from date of transfer.* (e) That the purchaser pays a deposit of N$10 000.00 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction. *(i) That the above deposit be paid within 90 days from the Council resolution approving the sale and purchase price, failing which Council's resolution will be revoked at the next Council meeting following the expiry of the 90 days.* *(ii) That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the*	**CO: P** *Acting GM: CS&HC*	The applicant was informed of Council's decision per letter dated 07 September 2022.	The applicant must choose an erf and pay the required deposit by 29 November 2022 (90 days from date of the Council decision).	The decision is fully implemented.

	Erf No	Zoning	m²	Upset Price	Comments
1	48 73	Gen Ind	7 403	1 747 108.00	Available for sale in terms of Council's decision passed on 27 January 2022 under item 11.1.13.
2	48 74	Gen Ind	15 140	3 573 040.00	Available for sale in terms of Council's decision passed on 27 January 2022 under item 11.1.13.

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg. Letter written, date. Submitted for legal review – date)	COMMENTS (eg. Await feedback, partially implemented)	FULLY IMPLEMENTED
transfer of the erf. *(i) That all costs related to the transaction be for the account of the purchaser.* (f) That Council complies with the requirements of the Local Authorities Act 23 of 1992 for the sale by private treaty. (g) That the transaction be concluded within 120 days from date of approval being granted by the Ministry of Urban & Rural Development as per point (e) above. (i) That the purchaser accepts that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable. (j) The portion of land 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. (k) That the purchasers must construct structural improvements worth at least 1 time the Municipal valuation of the property *(as provided for in the Conditions of Establishment for Extension 10)*. 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. (l) That in the event that the purchaser of a property is a close corporation, a company or a trust, then, the members interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council. (l) That the income be shared with Erongo RED *pro rata* according to their contribution (if applicable).				
11.1.24 <u>WRITING OFF: OLD AND REDUNDANT EQUIPMENT - CORPORATE SERVICES AND HUMAN CAPITAL</u> // ((C/M 2022/08/31 - 16/2/6/1)				
(a) That the following Old and Redundant items from the Corporate Services and Human Capital Department be written off: *Quantity* — *Description* *1 — Portable Uber Aircon* *1 — 8 Sheets Rapport Shredder* *1 — Big Black Punch* *1 — Small White Punch* *2 — Black Typist Chairs* *1 — Long Flat Brown Table* *1 — Blue Wooden Filing Cabinet* *1 — Typist paper Holder* *1 — Brown Cupboard* *2 — HP Laser Jet 03A Cartridge* *1 — Canon 725 Cartridge* *1 — Hp LaserJet 12A Black Cartridge* *1 — Hp LaserJet 78A Black* *1 — Wooden Double door Big Filing Cabinet* *1 — Long Wooden slide Filing Cabinet* *6 — Ricoh C8003 MA Cartridge* *9 — Ricoh C8003 BA Cartridge*	**CEO** **CO: A** *Acting GM: CS&HC*	Noted, by CEO's Office Await confirmation of auction date by Finance to determine upset prices	Noted	Fully implemented

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg Letter written, date, Submitted for legal review – date)	COMMENTS (eg Await feedback, partially implemented)	FULLY IMPLEMENTED
2 Ricoh C8003 CA Cartridge 1 Ricoh C8003 YA Cartridge 1 Ricoh C3503 BA Cartridge 1 Ricoh C3503 YA Cartridge 2 Ricoh C3503 MA Cartridge 2 Ricoh C3503 CA Cartridge 1 Ricoh MP 9002 Black Cartridge 1 Kitchen Cupboard (b) That the Chief Executive Officer and the Chairperson of the Management Committee determine the upset price for the above.				
11.1.25 WRITING OFF OF REDUNDANT EQUIPMENT: OFFICE OF THE MAYOR / CHIEF EXECUTIVE OFFICER // (C/M 2022/08/31 - 3/18/1, 26/2/6/1)				
(a) That approval be given that the following items being redundant and inoperative on the inventory of the Mayor/Chief Executive Officer's Office be writen-off: *Description* / *Serial Number* / *Reason* *1 x HP Office Jet Pro K8600* / *TH1822204N* / *Redundant* *1 x Vacuum Cleaner - Numatic* / *N/A* / *Inoperative* *1 x Serving Trolley* / *NA* / *Inoperative* *2 x Burgundy Office / Visitors Chairs* / *N/A* / *Inoperative* *1 x Sharp Calculators* / *N/A* / *Redundant* *1 x Siemens Telephone* / *N/A* / *Redundant* *1 x Aurora D15 Calculator* / *N/A* / *Redundant* (b) That the Chief Executive Officer and the Chairperson of the Management Committee determine the upset prices for the redundant items.	**CEO** **CO: A** **GM: F** *Acting GM: CS&HC*	CEO Noted, items will be delivered to Stores for Auction. CEO await instructions for Finance on Auction date to determine upset prices Resolution noted and executed accordingly	Resolution noted and executed accordingly	Fully implemented Fully implemented.
11.1.26 REQUEST FOR FINANCIAL ASSISTANCE: MOYYO BARTHOLOMEUS AND MUHEMBO ANDREAS - I-CARE TRAINING HEALTH CENTRE // (C/M 2022/08/31 - 5/5/5/2)				
(a) That Council considers the funding of the two students as per table stipulated below: *Outstanding Fees* *Name* / *Description* / *Estimated Cost* / *Grand Total* *Moyyo Bartholomeus* / *Education and health Financial Assistance: Outstanding Tuition fees* / *N$20 265.00* *Muhembo Andreas* / *Education and health Financial Assistance: Outstanding Tuition fees* / *N$20 265.00* *Sum of Outstanding tuition fees Total* / *N$40 530.00* (b) That the payment of outstanding tuition fees of N$43 145.00 and tuition fees be processed directly to I-Care Training Health Centre for the mentioned students. (c) That the students submit invoices from the I-Care Health Training Institute for the processing of payment. (d) That the amount of N$40 530.00 be defrayed from Mayoral Development Fund Vote: 200515578000 where N$530 957.02 is available.	**CEO** **CO: A** **GM: F** *Acting GM: CS&HC*	Resolution noted and executed accordingly	Resolution noted and executed accordingly	Fully implemented.
11.1.27 MAYORAL DEVELOPMENT FUND REPORT // ((C/M 2022/08/31 - 5/5/5/2)				

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg. Letter written, date, Submitted for legal review – date)	COMMENTS (eg. Await feedback, partially implemented)	FULLY IMPLEMENTED
That the Report of the Mayoral Development Fund for the months from January to July 2022 be noted.	**CEO** ***GM: F***	Noted by the CEO		Fully implemented
11.1.28 OSHITENDA BUSINESS GROUP CC: APPLICATION FOR REINSTATEMENT OF CANCELLED DEED OF SALE: ERF 4869, SWAKOPMUND (*INDUSTRIAL*) // (C/M 2022/08/31 - 16/1/4/2/1/13, E 4869)				
(a) That point (a) of Council's resolution passed on 27 January 2022 under item 11.1.13 be amended to provide for the consideration of private treaty sale of the available erven located in Extension 10, Swakopmund. (b) That Council takes note of the application by Mr A van Wyk of Oshitenda Business Group CC for the reinstatement of the deed of sale for Erf 4869, Swakopmund. (c) That Council takes note that the due date to secure the purchase price was 20 April 2022 and that Mr A van Wyk was debilitated due to an emergency and extended medically unfit condition. (d) That Council approves the private treaty sale of Erf 4869, Extension 10, Swakopmund to Oshitenda Business Group CC on the same conditions as of the close bid sale of 06 August 2021 and at a purchase price of N$1 581 121.05 (which excludes 15% VAT), based on: ***(i) Oshitenda Business Group CC being the last bidder listed for the allocation of Erf 4869, Swakopmund; and*** ***(ii) That Mr A van Wyk as sole member of the Close Corporation was incapacitated due to an unforeseen medical condition since 29 January 2022 and could therefore not finalize the transaction on / before 20 April 2022.*** (e) That an incentive of 15% discount on the purchase price (excluding 15% VAT) be applicable on condition that Oshitenda Business Group CC completes construction of the structural improvements within two years from date of transfer. (f) That the purchaser pays a deposit of N$10 000.00 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction. ***(i) That the above deposit be paid within 90 days from the Council resolution approving the sale and purchase price, failing which Council's resolution will be revoked at the next Council meeting following the expiry of the 90 days.*** ***(ii) That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the transfer of the erf.*** ***(iii) That all costs related to the transaction be for the account of the purchaser.*** (g) That Council complies with the requirements of the Local Authorities Act 23 of 1992 for the sale by private treaty. (h) That the transaction be concluded within 120 days from date of approval being granted by the Ministry of Urban & Rural Development as per point (g) above. (i) That the purchaser accepts that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable. (j) The erf is sold "*voetstoots*" or "*as is*" with the	**CO: P** *Acting GM: CS&HC*	The purchaser was informed of the Council decision per letter dated 01 September 2022.	The purchaser is required to pay a deposit in order to publish the intended sale for possible objections.	The decision is fully implemented.

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg. Letter written, date. Submitted for legal review – date)	COMMENTS (eg. Await feedback, partially implemented)	FULLY IMPLEMENTED
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. (k) That the purchasers must construct structural improvements worth at least 1 time the Municipal valuation of the property *(as provided for in the Conditions of Establishment for Extension 10)*. 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. (l) That in the event that the purchaser of a property is a close corporation, a company or a trust, then, the members interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council. (m) That the income be shared with Erongo RED *pro rata* according to their contribution (if applicable).				
11.1.29 UPDATE REPORT: PREPARATION FOR THE 130TH ANNIVERSARY OF SWAKOPMUND'S CELEBRATIONS *//* (C/M 2022/08/31 - 9/3/1/3, 14/1/3/1)				
(a) That Council takes note of the update report regarding the 130th Anniversary Celebrations of Swakopmund. (b) That Council takes note of the updated list of the Local Organising Committee (LOC) members for the 130th anniversary celebrations of Swakopmund, who are as follows: ***Swakopmund Municipality Staff members*** ***1. Eddie Khoaseb*** ***2. Rauna Shipunda*** ***3. Rosalia Neshuku*** ***4. Annalise Jacobs*** ***5. Aili Gebhardt*** ***6. Bonny Oaseb*** ***7. Trudie Xoaxub*** ***8. Aloysia Kahuika*** ***9. Oscar Homateni*** ***10. Eva Nghivelwa*** ***11. Laura- Anne Kotze*** ***12. Ashley Olyn*** ***External LOC members*** ***1. Danzyl Bruwer*** ***2. Laina Ndeumane*** ***3. Annette Kapapu*** ***4. Frieda Abraham*** ***5. Nadieshta Hoebeb*** ***6. Olivia Van Wyk*** ***7. Irina Ivanova*** ***8. Usi Hoebeb*** ***9. Dalene Stephanus*** ***10. Delwen Matsuib*** (c) That the established Local Organising Committee (LOC) proceed with the preparations for the 130th Anniversary celebration of Swakopmund by organising the following activities/ festivities: *(1) Activity 1: Official Opening of the Swakopmund celebrations* *(2) Activity 2: Lighting up of Swakopmund's historic buildings* *(3) Activity 3: Swakopmund Sports festival*	**CO: MC** *Acting GM: CS&HC*	Update report is noted.	The LOC submitted to PMU for additional funds to be transferred to the vote to pay the artists.	All events are fully implemented.

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg Letter written, date Submitted for legal review – date)	COMMENTS (eg Await feedback, partially implemented)	FULLY IMPLEMENTED
(4) Activity 4: Swakopmund Gospel Show *(5) Activity 5: Swakopmund Potjiekos competition* *(6) Activity 6: Swakopmund Youth Talent Show* *(7) Activity 7: Swakopmund Colour festival* *(8) Activity 8: Swakopmund Cultural festival* *(9) Activity 9: Swakopmund Music festival* (d) That the staff members in (b) above be paid overtime worked during the preparations and celebration activity programmes. (e) That the external members of the LOC be imbursed with a total monthly (July and August 2022) compensation of N$2 000.00 each. (f) That the expenses for the event be defrayed from the Anniversary Celebrations Vote: 101016004000 and that the Sundry Income Vote: 150522056500 be used for the incoming funds. (g) That additional funding for the expenses and donations for the event be sourced from the private sector. (h) That the activities be hosted on the approved Public Open Spaces and / or Local Authority property and that Council's standard conditions be applied by the organizers. (i) That the progress of the plans for the celebration be reported to the Chief Executive Officer. (j) That the activities and advertisement of the celebrations be advertised via print and electronic media and on Council's social media platforms. (k) That the community of Swakopmund be invited to participate in the celebrations.				
11.1.30 REQUEST TO PURCHASE AND CONVERT ERF 2224, SWAKOPMUND (*PUBLIC OPEN SPACE*) TO *PRIVATE OPEN SPACE* // (C/M 2022/08/31 - 19.03.08, E 2224)				
That the Economic Development Services consults with the Private School Swakopmund regarding Erf 2224, Swakopmund, and explains its plans for "*Public Open Spaces*".	**GM: EPS** **GM: EDS**	Resolution noted with will await invite by GM EDS for meeting.		
11.1.31 7TH JUBILLEE GALA SUMMIT // (C/M 2022/08/31 - 5/1/1)				
(a) That Council supports the MTC Dome Namibia with the 7th Jubilee Gala dinner to be hosted on 17 September 2022. (b) That approval be granted for payment of all the support of a table for 8 Councillors to attend the Gala dinner. © That Council pledges the amount of N$5000.00 at the gala dinner. (c) That the MTC Dome Namibia provides Council with an invoice to effect payment. (d) That all available Councillors be informed to attend the gala dinner on 18 September 2022.	**CEO** **GM: F**	EO Noted, PA of the Mayor administered the attendance Resolution noted and executed accordingly.	Resolution noted and executed accordingly	Fully implemented. Fully implemented.
11.1.32 APPEAL AGAINST THE INTENDED CANCELLATION OF GHETTO ASSISTANCE CENTRE (PTY) LTD DEVELOPMENT AGREEMENT OF EXTENSION 4, MATUTURA, SWAKOPMUND AND REQUEST FOR EXTENSION // (C/M 2022/08/31 - 16/1/4/2/1/14 & 14/2/1/2)				
(a) That Council takes note of the letter received from Ghetto Assistance Centre (Pty) Ltd dated 05 August 2022 in reply to Council's decision passed on 28 July 2022 under item 11.1.33. (b) That Council replies once a letter is received from the legal representative of Ghetto Assistance Centre (Pty) Ltd.	**CO: P** *Acting GM: CS&HC*	The developer was informed of Council's decision per letter dated 01 September 2022.	No reply from them to date (14 September 2022).	The decision is fully implemented.
11.1.33 REQUEST TO EXEMPT RIVERSIDE PRIVATE SCHOOL FROM PAYMENT OF ASSESSMENT RATES // (C/M 2022/08/31-4325, 4326, 4327, 3/4/1/2)				
That Council approves the exemption of Riverside Private School for Erven 4325, 4326 and 4327 from the payment of	**CO: P** *Acting GM: CS&HC*	Both the applicant and the Finance	No further action required from the	The decision is fully

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg. Letter written, date, Submitted for legal review – date)	COMMENTS (eg. Await feedback, partially implemented)	FULLY IMPLEMENTED
assessment rates for the year 2022 / 2023.		Department was informed of the decision per correspondence dated 01 September 2022.	Property Section.	implemented.
11.1.34 APPLICATION FOR LAND BY DEON HOTTO FOUNDATION // (C/M 2022/08/31 - Re 4326 M, M 3702)				
(a) That Council takes note of the application by Deon Hotto Foundation (a registered non-profit company) to construct various sporting facilities on the Remainder of Erf 4326 and Erf 3702, Mondesa.	**CO: P** *Acting GM: CS&HC*	The applicant was informed of Council's decision per letter dated 01 September 2022.	As soon as a reply is received from them the required meetings will be arranged.	Decision is fully implemented.
(b) That Council *in principle* approves the application in terms whereof Deon Hotto Foundation will construct various sporting facilities on Council's land.	*GM: EPS*	Takes note of point 2 to arrange a meeting with foundation to get clarity on the facilities		
(c) That the approval in point (b) be subject thereto that the following issues be clarified:				
1. That a meeting be arranged with Deon Hotto Foundation to clarify the following:				
1.1 Proof of funding / sponsorship from Adidas, Standard Bank, Khomas Media and MTC as stated in their letter dated 15 January 2022.				
1.2 On 16 May 2022 Mr Carlos Gurirab of Deon Hotto Foundation confirmed verbally that they do not require ownership of the portions of land, but only want to construct the facilities. That this statement be confirmed in writing.				
1.3 Whether they intend to lease the portions of land from Council.				
1.4 That Deon Hotto Foundation confirms the sizes of the portions required for their venture taking into account parking requirements, ablutions and lighting.				
1.5 That Deon Hotto Foundation clarifies what they require from Council in terms of the partnership that they propose.				
1.6 That Deon Hotto Foundation clarifies their responsibility with regard to the future upgrading, maintenance, management and employment of employees.				
1.7 That Deon Hotto Foundation be informed that all costs related to the venture be for the account of Deon Hotto Foundation, such as but not limited to compilation of a memorandum of understanding / partnership agreement, architectural plans, subdivisions, construction of facilities, maintenance, renovations, upgrading and cost of management and employees.				
2 That Engineering & Planning Services provides the following information:				
2.1 The correct zoning of Re of Erf 4326 and Erf 3702, Mondesa				
2.2 A map indicating the Re of Erf 4326, Mondesa after the subdivision of 100m² for the bts site of Powercom (Pty) Ltd and Hafeni Cultural Tourism.				
2.3 That the map indicates the location of the various sporting courts as resolved by Council on 31 May 2018 under item 11.1.12 (quoted under point 2.4 above).				
2.4 The remaining surface area for the development of sporting facilities by Deon Hotto Foundation taking into account parking and the facilities listed under point 2.2 in the body of this submission, above.				
2.5 Confirmation whether it is required to subdivide the portions to be improved by Deon Hotto Foundation on the two respective portions.				
(d) That a detailed submission be tabled to Council once all information per point (c) above is available.				
11.1.35 STANDARD RESOLUTION TO LEVY FEE CHARGED FOR ISSUING OF BUILDING COMPLIANCE CERTIFICATES FOR NHE TRANSACTIONS (C/M 2022/08/31 - M 2784, M 2804, M 3350)				

COUNCIL RESOLUTIONS	RESPONSIBILITY	ACTION TAKEN (eg Letter written, date Submitted for legal review – date)	COMMENTS (eg Awaiting feedback, partially implemented)	FULLY IMPLEMENTED
That Council approves a standard decision to levy the fee charged for issuing of building complaince certificates on the services accounts of the respective purchases for NHE and all low income housing.				
11.1.36 PRESENTATION: LEASE TWO MUNICIPAL AMBULANCES // (C/M 2022/08/31 - 15/3/2)				
(a) That the presentation of Mr Michael Cloete to lease the two municipal ambulances, be noted. (b) That the matter be re-submitted to the next Management Committee for consideration.	**GM: EDS**			
11.1.37 TRANSFER OF FUNDS TO NEW VOTE FOR 2022/2023 FINANCIAL YEAR // (C/M 2022/08/31 - 3/1/1/1/1)				
(a) That the General Manager: Finance be granted permission to do transfer of N$ 2 426 267.48 from the Vote 65 00 3 10 042 00 [Upgrading of Stormwater Systems - from the 2021/2022 financial budget] to the current 2022/2023 financial year Vote 65 00 3 10 042 00 [Upgrading of Stormwater Systems] in order to replenish the wrongly transferred amount. (b) That the General Manager: Finance be granted permission to do transfer of N$2 426 267.48 from the Vote: 650031004200 [Upgrading of Stormwater Systems] to the current 2022 / 2023 financial year Vote: 650031004200 [Upgrading of Stormwater Systems] in order to replenish the wrongly transferred amount.	**GM: F** **GM: EPS**	Resolution noted and executed accordingly.	Resolution noted and executed accordingly	Fully implemented.
11.1.38 PROPOSAL TO SELECT A NEW SWAKOPMUND MUNICIPAL LOGO // (C/M 2022/08/31 - 9/3/1/3)				
(a) That the logo artwork / designs of Option A be approved by Council and be used as the new branding logo for the Swakopmund Municipality and Swakopmund. (b) That the tagline to be used with the logo be: *Center of Adventure*.	**CO: MC** ***Acting GM: CS&H***	Noted.	The service providers has been informed accordingly.	Awaiting for the service provider to submit the corporate identity manual.

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETINGS HELD ON OCTOBER 2022**

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 13 OCTOBER 2022**

11.1.1 **AESTHETICS COMMITTEE: BI-ANNUAL APPOINTMENT OF MEMBERSHIP: LOCAL ARCHITECTS & COMMUNITY REPRESENTATIVES**
(C/M 2022/10/27 - 11/1/4/3)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **7.2** page **10** refers.

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

1. Council formally appoints an aesthetics committee in terms of Section 30(1)(w), with a mandate to advise it on questions relating to the external appearances of buildings, as provided for in the said Section 19, read with clause 7.1, and secondly Council must avail persons affected by any decision taken on advice of such committee the opportunity to take such decision on appeal to the Minister.

2. Section 30(1)(w) of the Local Authorities Act 23 of 1992 reads as follows:

   "(w) to establish from time to time such committees as it may deem necessary to advise it generally or in relation to any particular matter in the exercise of any of its powers or the performance of any of its duties and functions and may appoint such members or such other persons as it may deem fit to be members of such committees;"

3. According to Aesthetic Committee's 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 and that the Local Architects and Community Representatives of the Aesthetics Committee be appointed bi-annually by Council in order to ensure that a rotation of membership takes place.

4. Council's Aesthetic Committee **presently** consists of the following members:

Local Architects (2)	*Ms Karen Miller* *Mr Michiel Coetzee*
A registered Urban Planner	*Mr John Heita (Manager : Town Planning)*
Community Representatives (2)	*Mr Hilasius Abraham* *Ms Sarah-Lee Elago*
A Town Councillor ***Chief Executive Officer***	*Councillor W Groenewald* *Councillor C Goldbeck (Secundi)* *Chief Executive Officer*

5. **Management Committee** at its ordinary meeting held **15 September 2022** under item 7.5 resolved:

That Councillors submit list of names to the Acting General Manager: Corporate Services and HC before 20 September 2022.

6. The following names have been proposed by the Councillor W Groenewald for consideration:

Architects:	:	*Mr Cobus Lotter*
	:	*Mrs Kissler Architect*
	:	*Mr Rod Lautenbach*
Community Representation	:	*Mr Nehemia Salomon*
	:	*Mr Anthony Bessinger*

Council at its ordinary meeting held **29 September 2022 under item 11.1.5** 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:

Registered Local Architect	*1. Ms J Kissler*
Community Representatives	*1. Mr Nehemia Salomon* *2. Sarah-Lee Elago*

(b) That the Local Architects and Community Representatives of the Aesthetics Committee appointed every 3 (three) years by Council to ensure that a rotation of membership takes place.

The appointment of one more registered local Architect has been bee omitted and therefore Management Committee is requested to re-appoint one of the serving architects or appoint an alternative architect. It is Council's prerogative to ensure a rotation of members to take place and it is therefore:

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

RECOMMENDED:

(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:

Registered Local Architects	***1. Ms J Kissler*** ***2. VACANT***
Community Representatives	***1. Mr Nehemia Salomon*** ***2. Sarah-Lee Elago***

(b) That the Local Architects and Community Representatives of the Aesthetics Committee appointed every 3 (three) years by Council in order to ensure that a rotation of membership takes place.

(c) That the Secretary of the aesthetics committee contact the Architects that were nominated and provide feedback.

11.1.2 **WAIVING OF PRE-EMPTIVE RIGHT TO SELL ROSSING URANIUM LIMITED STAFF HOUSE**
(C/M 2022/10/27 - T 444)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **7.3** page **12** refers.

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

1. **INTRODUCTION**

The attached letter dated **24 August 2022** (**Annexure "A"**) was received from Mr Petrus Gurirab and Ms Willemine Guriras requesting Council's consent to sell the property on Erf 444, Tamariskia (Rössing staff house) to a third party.

Erf 444, Tamariskia is one of 66 erven Council and Rössing Uranium Limited sell to staff members of Rössing occupying the houses.

2. **BACKGROUND**

On **09 March 2015** an application was received from Rössing Uranium Limited (hereto referred as RUL) confirming that their Executive Committee decided to sell all its remaining residential properties forming the basis of a notarial lease agreement entered into by and between the Municipality of Swakopmund and RUL on 27 April 1976 of which the lease period is 50 years.

The basis of the lease agreement was that RUL leases the land, services the erven and build houses on these erven belonging to Council. RUL also maintains these houses which their employees are leasing.

On **31 May 2016** under item 11.1.6 Council approved the application to allow RUL to offer the houses built on municipal property for sale by private treaty by giving a first option to the staff members currently residing on the property, then staff members in their employment.

Council approved the distribution of the purchase price as follows:

- *Council 40% for the land value*
- *RUL 60% for the developments on the land*

On **25 October 2016** an application was received from Rössing Uranium Limited requesting consent from Council to reserve the sale of houses to employees going on retirement in the next five years as from the year 2016.

Council on **29 August 2019** under item 11.1.11 approved the application to allow Rössing Uranium Limited to offer the employees who resides in the houses and is close to retirement to secure the purchase price on the date of retirement.

Mr Gurirab was among the employees who was close to retirement and could only secure the purchase price of Erf 444, Tamariskia on retirement date ie **30 September 2020**.

A Memorandum of Agreement of Sale was entered into between RUL, Council and Mr Gurirab on **24 March 2021** for the sale of the property in the amount of N$532 500.00 Transfer of ownership was registered in the Deeds Office on **10 January 2022**.

In terms of clause 18 of the agreement, the following is prescribed that:

"the owner, his/her hiers or successors-in-title may not sell the aforesaid property for a period of 5 years from date of first registration, except after offering it for sale in writing to the Municipal Council of Swakopmund at the same price the purchaser bought the property from the Municipal Council of Swakopmund and the Municipal Council of Swakopmund to accept or reject such offer within 60 (sixty) days of receipt of the purchaser's written offer made in terms hereof.

Therefore, the purchaser is not allowed to sell the property to a third party before the period of 5 years lapsed, i.e. by **10 January 2027** (5 years of the restrictive period did not yet begin since the property was only registered this year on **10 January 2022**).

3. APPLICATION

An application has now been received from Mr Petrus Gurirab (a retiree of RUL) requesting Council consent to sell Erf 444, Tamariskia, Extension 1 to a third party. Mr Gurirab motivates his request that the reason for selling the property is to settle the debt of loans he owes to the banks (Standard Bank and Agri Bank of Namibia); proof of statement with outstanding amount (attached as **Annexure "B"**).

He further states that he is no longer employed at Rössing Uranium Limited (he is retired). Mr Gurirab and his wife does not reside in Swakopmund anymore they have relocated to the farm and own a house there.

Mr Gurirab is aware of the pre-emptive right registered over his property which will only expire on the **10 January 2027**. Due to the debts that he owes to the banks he humbly requests Council to grant him permission to sell Erf 444, Tamariskia to a third party.

This is the second application received from beneficiary of the sale of the 66 houses.

4. PREVIOUS RESOLUTIONS

The purpose of the 5-year pre-emptive right is to prevent speculation as the staff members obtained the properties below market rate by virtue of being employed by RUL and occupying the houses.

With reference to a similar application of Mr Clemens Silas (an employee of RUL) who requested Council to waive the pre-emptive right on Erf 476, Tamariskia in order to allow him to sell the property to a third party; Council on **11 April 2022** under item 11.1.18 resolved as follows:

That Council accepts the merit of the application by Mr C Silas and that Council waives the pre-emptive right and permits the sale of Erf 476, Tamariskia to a third party, based on the fact that the owner was relocating to Walvisbay and he does not want to relocate with the responsibility of having a bond on his name.

5. PROPOSAL

It is proposed that Council exercises its discretion and waives the five year restriction on alienation registered against Erf 444, Tamariskia to allow Mr Gurirab to sell the property to the third party, for him to be able to settle his debts.

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

RECOMMENDED:

(a) That Council takes note of the application for waiver of the pre-emptive right over Erf 444, Tamariskia by Mr Petrus Gurirab who want to settle his outstanding debts.

(b) That Council accepts the reasons for the application by Mr Petrus Gurirab and waives the pre-emptive right to enable him to sell Erf 444, Tamariskia to a third party.

ANNEXURE "A"

P.O. Box: 2711
Swakopmund
9000

Municipality Swakopmund
P.O. Box: 53
Swakopmund
Tel: 064 410 4215

24 August 2022

To whom it may concern

Dear Sir/Madam

Re: Reason for selling the Property

Copy: CEO

We Mr & Mrs P/W Gurirab the registered owners of the property- house number or erf No 444 Tamariskia (Extension) want to sell the property.

Mr. Petrus Gurirub ID: 60091100054 cell: 081 586 8368
Mrs. Willemine Gurirub ID: 55092800194 cell: 081 315 1231
The reason why we want to sell the property is to pay up the debts which is long outstanding for example the loan on
Agri Bank of Namibia: N$ 22 557.99
Agri Bank of Namibia: N$ 22 093.29
Ari Bank of Namibia: N$ 93 410.38

This is our debt currently and we wish to settle this debt with the money that is our reason for selling the property.

We are a retired couple, and I am no longer employed at Rossing and, we don't stay in Swakopmund anymore we relocated to the farm and build our house on the farm.

We trust the letter finds your well.

Best Regards

Mr. Petrus Gurirub and Wife Mrs Gurirub

ANNEXURE "B"

Provisional Statement of Account

Standard Bank
Reg. No. 78 / 01799 Registered Bank

P.O. Box 20678,
Windhoek, Namibia
Standard Bank Centre,
1st Floor West Wing
1078 Chasie Street, Kleine Kuppe
Windhoek, Namibia
Tel: 061-2942137

Standard Bank Vehicle and Asset Finance

Customer Details	P GURIRAB P O BOX 2711 SWAKOPMUND NAMIBIA 0000	Account Number	460586254
		Deal Number	0001
		Deal Type	SUSPENSIVE AGREEMENT
		Date	2022-08-24

Description of Goods	2018 TOYOTA HILUX DC 2.4 GD6 RB SRX MT		
Regular Instalment	103,436.06	Due Date	2022-08-28
Interest Rate %	8.500	Amount Due	93,410.38
Last Rate Change	2022-06-16	Instalments Remaining	1

Process Date	Age Date	Transaction Type	Rate %	Amount Due	Transaction Amt.	Balance	Arrears Amount
2021-10-01	2021-10-01	INSTALMENT		5,625.17		172,878.19	13,190.43
2021-10-01	2021-10-01	DEBIT ORDER			5,625.17 -	167,253.02	7,565.26
2021-10-07	2021-10-06	CREDIT TRANSFER			3,000.00 -	164,253.02	4,565.26
2021-10-15	2021-10-17	LATE CHARGES AD			67.93	164,320.95	4,633.19
2021-11-01	2021-11-01	INSTALMENT		5,625.17		164,320.95	10,258.36
2021-11-01	2021-11-01	DEBIT ORDER			5,625.17 -	158,695.78	4,633.19
2021-11-10	2021-11-09	CREDIT TRANSFER			3,000.00 -	155,695.78	1,633.19
2021-11-16	2021-11-16	LATE CHARGES AD			39.46	155,735.24	1,672.65
2021-12-01	2021-12-01	INSTALMENT		5,625.17		155,735.24	7,297.82
2021-12-01	2021-12-01	DEBIT ORDER			5,625.17 -	150,110.07	1,672.65
2021-12-03	2021-12-01	UNPAID D/ORDER			5,625.17	155,735.24	7,297.82
2021-12-07	2021-12-07	RATE	7.500			155,735.24	7,297.82
2021-12-07	2021-12-07	EXTENSION CHARG			113.12 -	155,622.12	7,297.82
2021-12-07	2021-12-06	CREDIT TRANSFER			6,000.00 -	149,622.12	1,297.82
2021-12-13	2021-12-13	LATE CHARGES AD			26.50	149,648.62	1,324.32
2021-12-20	2021-12-17	CREDIT TRANSFER			1,000.00 -	148,648.62	324.32
2021-12-21	2021-12-21	CREDIT TRANSFER			20,797.16 -	127,851.46	20,472.84 -
2021-12-22	2021-12-22	TRANSFER OF PAY			20,797.16	148,648.62	324.32
2021-12-28	2021-12-28	INSTALMENT		5,611.03		148,648.62	5,935.35
2021-12-28	2021-12-28	DEBIT ORDER			5,611.03 -	143,037.59	324.32
2022-01-28	2022-01-28	INSTALMENT		5,611.03		143,037.59	5,935.35
2022-01-28	2022-01-28	DEBIT ORDER			5,611.03 -	137,426.56	324.32
2022-02-03	2022-02-02	CREDIT TRANSFER			350.00 -	137,076.56	25.68 -
2022-02-17	2022-02-17	RATE	7.750			137,076.56	25.68 -
2022-02-17	2022-02-17	EXTENSION CHARG			151.90	137,228.46	25.68 -
2022-02-28	2022-02-28	INSTALMENT		5,611.03		137,228.46	5,585.35
2022-02-28	2022-02-28	DEBIT ORDER			5,611.03 -	131,617.43	25.68 -
2022-03-28	2022-03-28	INSTALMENT		5,641.41		131,617.43	5,615.73
2022-03-28	2022-03-28	DEBIT ORDER			5,641.41 -	125,976.02	25.68 -
2022-04-14	2022-04-14	RATE	8.000			125,976.02	25.68 -
2022-04-14	2022-04-14	EXTENSION CHARG			103.71	126,079.73	25.68 -
2022-04-28	2022-04-28	INSTALMENT		5,641.41		126,079.73	5,615.73
2022-04-28	2022-04-28	DEBIT ORDER			5,641.41 -	120,438.32	25.68 -
2022-05-27	2022-05-27	DEBIT ORDER			5,675.98 -	114,762.34	5,701.66 -
2022-05-28	2022-05-28	INSTALMENT		5,675.98		114,762.34	25.68 -
2022-06-16	2022-06-16	RATE	8.500			114,762.34	25.68 -
2022-06-16	2022-06-16	EXTENSION CHARG			106.23	114,868.57	25.68 -
2022-06-28	2022-06-28	INSTALMENT		5,675.98		114,868.57	5,650.30
2022-06-28	2022-06-28	DEBIT ORDER			5,675.98 -	109,192.59	25.68 -
2022-07-28	2022-07-28	INSTALMENT		5,782.21		109,192.59	5,756.53
2022-07-28	2022-07-28	DEBIT ORDER			5,782.21 -	103,410.38	25.68 -
2022-08-19	2022-08-18	CREDIT TRANSFER			10,000.00 -	93,410.38	10,025.68 -

ANNEXURE "C"

AGRIBANK
OF NAMIBIA
Your all Season Bank

agribank
agribank
www.agribank.com.na

Statement Date: 13.06.2022
Account Statement No: 3

Send all correspondence to:
The Manager
Otjeroku Branch
P O Box 888, Otjiwarongo
(067) 304596

Mr and Mrs
Gurirab
Petrus & Willemien
PO Box 2711
9000 Swakopmund
Republic of Namibia

Statement Period: 01.04.2021 to 13.06.2022
Purpose of Loan: Small Stock

FIA/KYC Status: Non Compliant
Installment Frequency: Annually

Client Number	Loan Number	Original Term	Remaining Term	Interest Rate
915969	10013067	8 Years	0.00	0,0000000

Account Summary

	Principal Loan Balance	Balance Due / (Prepaid)	Total Loan Balance
Opening Balance	11.792,29	32.317,98	44.110,27
Adjustments	0,00	0,00	0,00
Principal Movements	0,00	0,00	0,00
Interest	117,99	2.339,61	2.457,60
Installments Raised	11.910,28-	11.910,28	0,00
Payments Received	0,00	24.474,58-	24.474,58
Other Transactions	0,00	0,00	0,00
Closing Balance	0,00	22.093,29	22.093,29

Ageing of amounts due

Over 90 Days	60 to 90 Days	30 to 60 Days	Current
17.872,58	144,22	113,73	92,77

Kindly settle your arrears as soon as possible to avoid penalty interest of 1.5% above the facility rate of interest. This notification has ber generated automatically and is valid without a signature.

Your next instalment of N$0,00 is due on . Any prepayments reflected on your statement can be deducted from the instalment due. Instalments are due Annually.

This account is flagged as Non Compliant with theFinancial Intelligence Act 13 of 2012. Please visit your nearest branch at your earlie convenience to rectify your status.

Payments should be made to any of the following bank accounts:

Use your Loan Number 10013067 Reference when making payment: otherwise your payment will not be allocated towards your account.

Bank Name: Bank Windhoek
Branch code: [illegible]
Account number: [illegible]
Account Name: Agribank of Namibia

Bank Name: First National Bank
Branch code: 250160
Account number: [illegible]

Bank Name: Standard Bank
Branch code: 087221

AGRIBANK

Statement Date: [illegible]
Account Statement No: [illegible]

Send all correspondence to:
[illegible]

[illegible]
[illegible]
[illegible]
PO Box [illegible]
[illegible]
[illegible]

Statement Period: 01.03.2022 to 13.05.2022
Purpose of Loan: Large Stock

FIA'KYC Status: Non Compliant
Installment Frequency: Annually

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

	Principal Loan Balance	Balance Due / (Prepaid)	Total Loan Balance
Opening Balance	[illegible]	[illegible]	[illegible]
Adjustments	[illegible]	[illegible]	[illegible]
[illegible] Movements	[illegible]	[illegible]	[illegible]
Interest	[illegible]	[illegible]	[illegible]
[illegible] Fees	[illegible]	[illegible]	[illegible]
Payments Received	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Closing Balance	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

Payments should be made to any of the following bank accounts:

[illegible] 10013666
[illegible]
[illegible]
[illegible]

11.1.3 **AMENDMENT OF NAME: APOSTOLIC FAITH MISSION OF NAMIBIA TO AFM MORE THAN CONQUERORS ASSEMBLY (21/2022/0436)**
(C/M 2022/10/27 - T 1327)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **7.4** page **19** refers.

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

1. **Introduction**

This item is resubmitted to Council after it was withdrawn from the Management Committee Agenda on **16 August 2022** under item 7.10.

This submission is for Council to confirm the correct name of the church, Apostolic Faith Mission of Namibia, as Apostolic Faith Mission of Namibia, More Than Conquerors Assembly as per their development proposal (**Annexure "A"**). This amendment is required in order to finalize the transfer of Erf 1327, Tamariskia to the church.

2. **Background**

Erf 1327, Tamariskia (2 642m²) is zoned "*Institutional*" and was created by the subdivision of Erf 674, Tamariskia.

Subsequent to the invitation of development proposals under Notice 42/2018, Council on **28 November 2019**, under item 11.1.3 allocated Erf 1327, Swakopmund to Apostolic Faith Mission as follows:

(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.

On **29 October 2020** under item 11.1.6 Council granted the church an extension of time to settle the purchase price.

On **12 August 2021**, permission to proceed with the sale was granted by the Ministry of Urban and Rural Development to Apostolic Faith Mission of Namibia (**Annexure "B"**). In order to rectify the permission granted, the said Ministry requires a Council resolution reflecting the correct name of the church.

The church paid the purchase price in the amount of N$ 231 175.00 in full and the transfer is underway for the conclusion of the sale transaction.

3. **Current Situation**

The church paid the full purchase price, and the conveyancer is in the process of finalizing the transfer. The Deeds Office indicated that the name submitted differs from the name of the church documents. It is therefore proposed to correct this so that the name of the transferee is correctly stated as AFM More Than Conquerors Assembly (see attached Form CM 9 dated 31 September 2022 issued by BIPA).

Accordingly, it is required that the approval dated **12 August 2021** by the Ministry of Urban and Rural Development be amended to read AFM More Than Conquerors Assembly.

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

RECOMMENDED:

(a) That the following Council resolutions referring to Apostolic Faith Mission of Namibia be amended to read AFM More Than Conquerors Assembly:

(i) Item 11.1.3 of 28 November 2019; and
(ii) Item 11.1.6 of 29 October 2020

(b) That the Ministry of Urban & Rural Development be informed of the correct name to read AFM More Than Conquerors Assembly (21/2022/0436) as the purchaser of Erf 1327 (a portion of Erf 674), Tamariskia and be requested to amend the approval granted to proceed with the transaction dated 12 August 2021 accordingly.

ANNEXURE "A"

Press Esc to exit full screen

PROPERTY SECTION
CORPORATE SERVICES + HR
2018 -11- 23
SWAKOPMUND

7. Proposal Document:

Development Proposal for Erf 1327, Extension 3, Tamariskia (2 642m²) at N$231 175.00.

1. Clearly state the name of the applicant in an acceptable form for Deeds Registry purposes:
   Apostolic Faith Mission of Namibia, More than Conquerors Swakopmund assembly
   as it appears on: the registered constitution of a voluntary association / the trust deed of a trust / the memorandum of incorporation for a non-profit company

2. Is the applicant registered as a non-profit organisation:
   No [X]
   Yes [ ]
   If yes, please quote the registration number: [ ]

3. The applicant is duly represented by:
   Name & Surname: Titus Ikongelwa Rainhold
   Date of Birth: 1981/10/28 ID Number: 811028.10107
   Marital Status: Married (indicate whether in / out of community of property)
   Postal Address: P.O. Box 8334, Swakopmund
   Residential Address: erf 3935 Tutinawa, Swakopmund
   Telephone #: (w) ..... (h) ..... (c) 081 235 3010
   E-mail: mapowe.rainhold@gmail.com

4. The purchase price for Erf 1327, Ext 3, Tamariskia is fixed at N$ 304 994.00 and the property will be allocated based on inter alia on the project and its motivation.

This development proposal is subject to Council's standard conditions of sale and by signing I acknowledge that I have read and understood pages 1 to 13; and I agree to be bound by the conditions of sale contained therein.

Ensure that the following documents are attached:

- A Constitution / Trust Deed / Proof of Registration as Non-Profit Company [✓]
- Registration as a Non-Profit Organisation (if applicable) [N/a]
- Name list of 75 local, adult members (for churches only) [✓]
- A power of attorney appointing the duly authorized representative as per point 3 above [✓]
- Proof of financial ability to purchase the property and develop same after transfer [✓]
- Development Proposal / Statement regarding the intended development [✓]

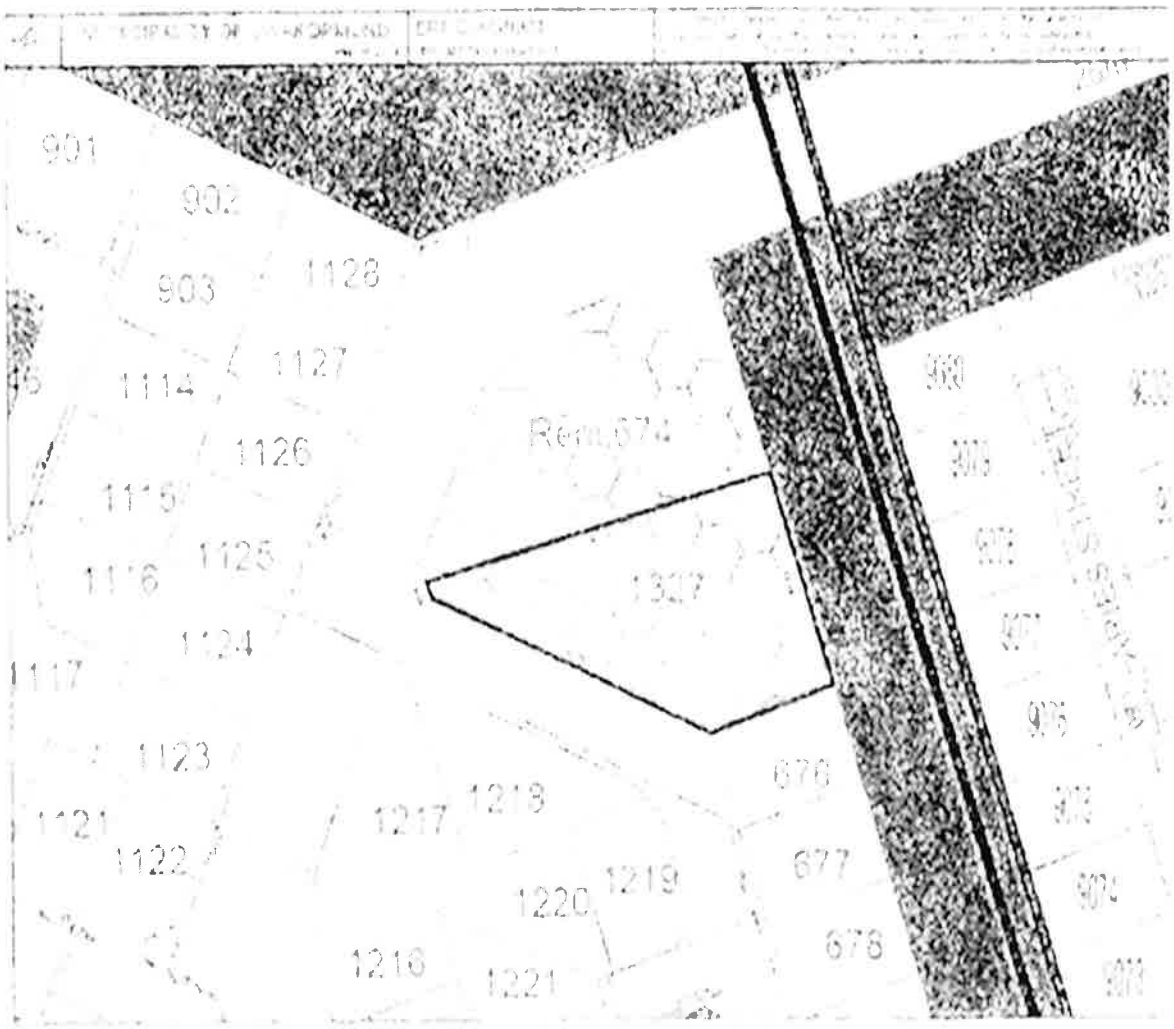
Name and Surname of duly appointed Representative of the Applicant

Titus I. Rainhold Signature: .....

Date: 12/11/2018

More Than Conquer Assembly
P.O. Box 8334
Mondesa, Swakopmund
Namibia

Official Stamp of Applicant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Form CM 9

REPUBLIC OF NAMIBIA

BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA

COMPANIES ACT 2004
(Section 50(3)) (Regulation 16(1))

(to be lodged in duplicate)

CM9

CERTIFICATE OF CHANGE OF NAME OF COMPANY

Registration Number of Company

21/2022/0436

This is to certify that

AFM MORE THAN CONQUERORS MINISTRY

(NON- PROFIT ASSOCIATION INCORPORATED UNDER SECTION 21)

has changed its name by SPECIAL RESOLUTION and is now called

AFM MORE THAN CONQUERORS ASSEMBLY

(NON- PROFIT ASSOCIATION INCORPORATED UNDER SECTION 21)

and that the new name has this day been entered in the Register of Companies

Signed and sealed at WINDHOEK this 21 day of September of the year 2022

Seal of Business Registration Office

Registrar of Business

This certificate is not valid unless sealed by the seal of the Business Registration Office

THE APOSTOLIC FAITH MISSION OF NAMIBIA
AFM MORE THAN CONQUERORS ASSEMBLY
P.O BOX 8334
SWAKOPMUND

Enquiries: Pastor T Ramhold
Cell phone: 081 2353010
E-mail: [illegible]

To: Municipality of Swakopmund
Ref NO: T1327
Attention: Ms A Claskama
RE: REGARDING OF NAME AMENDEMENT

Dear sir madam

We greet you in the name of our Lord Jesus Christ our Saviour

We the AFM More Than Conquerors Assembly church board on the 16 June 2022 held the meeting and the following discussed and resolutions were taken that the amended name should be made
Change from: Apostolic Faith Mission of Namibia (More Than Conquerors Swakopmund Assembly) to be change to: **AFM MORE THAN CONQUERORS ASSEMBLY** (see attach copy of registration number)
The aims of requested the amended is because the erf 1327 extension 3 Tamariskia should transferred to the name of Afm more than conquerors assembly but not to the mother Apostolic Faith Mission of Namibia

AFM more Than Conquerors Assembly is a local and legal Congregation of the Apostolic Faith Mission of Namibia according to the constitution of AFM of Namibia
Article 2.7.1 **Legal Persona:** says every assembly is a legal persona with perpetual legal succession and the assembly board as constituted in accordance with the constitution is its agent. The assembly board has the competency to execute any legal transaction which might be necessary to fulfill the aims of the church.
The following people were present

- Titus Ramhold
- Letisia Kondjeni
- Lisias Ndumba
- Anna Remhold
- Marth Amos
- Peyeshadio Ananias
- Amos Simeon
- Stefanus Hosea
- Timoteus Andreas
- Paulina Mwatale

More Than Conquer Assembly
P.O. Box 8334
Mondesa, Swakopmund
Namibia

Your kind consideration will be highly appreciate

Regards

Pastor: Titus Ramhold

Secretary: Letisia Kondjeni

Date: 26-09-2022

Pastor: Titus Ramhold 081 2353010
Secretary: Mrs Letisia Kondjeni 081 313 0222
Treasurer: Lisias Ndumba 081 [illegible]

titution p7		
IINISTRATION AND EMBLY FINANCES	2.7	
AL PERSONA	2.7.1	Every assembly is a legal persona with perpetual legal succession and the assembly board, as constituted in accordance with the constitution is its agent. The assembly board has the competency to execute any legal transaction which might be necessary to fulfil the aims of the church.
ISTRATION OF PERTIES	2.7.2	All fixed property acquired by an assembly shall be registered in the name of the Apostolic Faith Mission of Namibia, (assembly (add the name of the assembly)
AL ACTION	2.7.3	The assembly board, subject to the stipulations set out hereunder, has the competency to execute any legal action regarding the acquiring, disposing, alienation, mortgaging or insuring of movable and fixed property, including the following.
IRE PROPERTY	2.7.3.1	to acquire property from grants, bequests, purchase or in any other manner, and to lease property;
L IN PROPERTY	2.7.3.2	to sell property, exchange, mortgage, let, stand as surety for or deal with it in any other manner;
INTIFF OR DEFENDANT	2.7.3.3	to act on behalf of the assembly in all legal actions in respect of property as either plaintiff of defendant
ORPORATION OF EMBLIES	2.7.4	Where two or more separate assemblies agree that the one be incorporated with the other the movable and fixed property of the disbanding assembly shall pass over to the incorporating assembly unless agreed otherwise beforehand, and the fixed property shall be registered in the name of that assembly
ALGAMATION	2.7.5	Where two or more separate assemblies agree to amalgamate the movable and fixed property of the assemblies shall pass over to the newly established assembly unless agreed otherwise beforehand and the fixed property shall be registered in the name of the newly established assembly.
EMBLY MEETING	2.7.6	No assembly board of any assembly shall purchase, sell, trade or in any way alienate, mortgage or encumber in any manner any fixed property without the approval of two-thirds of all the members present at an assembly meeting of which written notice was given at least 21 (twenty-one) days beforehand to all members and where the members present are a quorum and, furthermore, without the Executive Council having been given notice beforehand
ESSION	2.7.7	In the event of an assembly board or an assembly wishing to secede from the Apostolic Faith Mission of Namibia all property, movable and fixed, shall revert to the Executive Council on secession
NULMENT	2.7.8	If any legal action as set out above is instituted by the assembly board or assembly with the aim to harm the church directly or indirectly or to alienate the fixed and movable assets of the church in favour of members who are planning to resign or are in the process of resigning, or in favour of any other person or institution, the aforesaid legal action shall be null and void if done without the written consent of the Executive Council

ANNEXURE "B"

Press Esc to exit full screen

Republic of Namibia

Ministry of Urban and Rural Development

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

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

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

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

Dear Mr. Benjamin,

RE: SALE OF ERF 1327, EXTENSION 3, TAMARISKIA TO THE APOSTOLIC FAITH MISSION OF NAMIBIA

Your letters dated 06 July 2021 has reference.

Approval is granted in terms Section 30 (1) (t) read together with Section 63 (2) of the Local Authorities Act (Act No. 23 of 1992) as amended, for the municipality to sell the below listed immovable property by way of private treaty, subject to the conditions of the respective Council Resolution.

NO	APPLICANT	ERF NO	SIZE (m^2)	ZONING	TOWNSHIP	PRICE (N$)
1.	Apostolic Faith Mission of Namibia	1327	2 642	Institutional	Tamariskia	231 175.00

Yours faithfully,

12 AUG 2021

NGHIDINUA DANIEL
EXECUTIVE DIRECTOR

11.1.4 **FEEDBACK REGARDING PUBLIC MEETING AT SEASIDE**
(C/M 2022/10/27 - 16/1/4/2/1/14)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **7.5** page **27** refers.

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

1. **INTRODUCTION**

The purpose of this submission is to provide feedback to Council regarding issues raised at the public meeting held on Sunday, **21 August 2022** in Seaside.

2. **BACKGROUND**

The meeting was held in Seaside DRC specifically for Seaside residents to provide information on future developments in extensions in Seaside and DRC.

More public meetings will be held in future in other areas of DRC.

3. **DISCUSSION**

The following points were raised during the public meeting held on **21 August 2022**.

(i) Explanation of The Various Extension

Due to the reflection of the sunlight reflecting on the projector no presentation could take place and it was concluded that maps be produced and given to the committee to distribute in the community for information.

(ii) People Settling in DRC Proper

Council took decision to offer erven to the registered occupants to obtain ownership through the Social Housing project. It was announced that DRC Proper is fully serviced.

(iii) Free Movement Versus Forced Removal

Council decided on a democracy way where negotiation will take place with the residents by convincing them that it is for a good purpose and ownership will be obtained. Challenges is expected where some residents will refuse to move which will delay the process longer.

(iv) **Resident Built a House and have 3 Children; Will The Children Benefit From The Low Cost Housing Programmes?**

Every decision will be made through consultation with the committee on the options available. When the children become adults and are employed and registered on the Master Waiting List will be assisted.

(v) **Date of Removal/Relocation**

The date of the relocation/moving will be determined by the work done by the municipality and the committee, depending on whether services are installed in the area where the people are to relocate.

(vi) **People of 2013 who were given Stickers and Lists**

The allocation of various housing programmes is done in line with the Master Waiting List where 22 000 names are listed in chronological date order. To know where you are on the list, people must visit/contact the Housing Office.

(vii) **Decongestion and Affordability**

The cost implication to service one erf was explained to the community (approximately N$90 0000). The erf prices are not that high as it subsidizes the erven. Council cross subsidise the servicing of the low cost areas, by selling erven at a high premium price in high income areas.

(viii) **2010 Build Together / Mass Housing**

Council is currently dealing with applicants of the Build Together Programme who applied in 2010. The 2010 group will be assisted and when finalised we will proceed to 2011, and so on.

(ix) **Biggest fear to move, what will happen to owner and the tenants?**

Council will use the same methodology as with Seaside to establish committees, for example Wagdaar, to identify all the issues that must be dealt with and submit to Council to make decisions and to implement it accordingly. Council will avail transport to assist when people are moving to the relocation site. In the past Council also assisted with transport. However, the owner remains responsible for breaking down the shack.

It is advised that the owner informs the committee when he wants to move People will not only move to Wagdaar, as

there are other places identified for the same purpose of which the community will be informed of. These will be areas where services are closed to the people. There will be land available for schools, business, like shops and police station.

(x) **The 291 Unoccupied Houses in Matutura**

The houses are part of the Mass Housing project initiated by Central Government. Problems were experienced with contactors appointed by government who used sub-contractors to build. The contractor got paid and did not pay the sub-contractor who now opened a court case. Council must wait until the court case is finalised whereafter the way forward will be determined.

(xi) **The Future**

Council's 20-year plan and the strategic plan of the next 5 years was approved at the Council meeting of July 2022. Council's plans were explained in last years' public meetings of 2021. The issues of distance and taxis and busses are covered in the structure plan. It is advised that the community attend Council's meetings to stay informed. It was confirmed by the CEO that some of the decisions have already been taken and Council is committed to implement them.

(xii) **Issue of Providing Land and Housing**

The installation of services and construction of houses requires huge capital injection and funding by Council, but the pace at which people come flock Swakopmund every day makes it impossible to provide the services as it cannot not match the rising demand.

(xiii) **House Owners in DRC**

Council already decided to give ownership to the people on the erven in Wagdaar (Flexible Land Tenure) and DRC (Social Housing Project). Council supports those with in income of N$3 000.00 and can build their own houses.

(xiv) **Education**

A school will be constructed in DRC by the Government and businesses will be established, like shops and tertiary institutions such as IUM in Tamariskia, Ext 1 and Welwitchia University in Ocean View.

(xv) **A Person went to work in another town, When Came Back House Disappeared.**

When residents who lived in Swakopmund for many years relocate to another town due to work for longer than a year must inform the Housing Section through the committee.

(xvi) **To move from Wagdaar**

Residents who are willing to move, must inform the committees who will provide a list to the Housing Office, and they will be relocated to the place where services are closer.

(xvii) **Clarity of too many people Staying on an Erf**

There was a request for action from the Head of State to all Local Authorities to establish properly designed settlements to decongest all overcrowded areas in each town. In this regard Council designed Northern Wedge (reception area) for the purpose to relocate residents from congested areas to the reception area with road reserves, communal taps, streetlights and properly demarcated single residential erven.

(xviii) **People living in Shacks in Mondesa (Single Quarters) also wants a lace in DRC**

The Housing Section with the approval by Council will seek assistance from the Namibian Statistics Agency that is involved in census to avail students to expertise the enumerate process of Mondesa backyard squatters (renters) or partner with the Namibia Housing Action Group.

This statistical information will be used to determine how many Mondesa backyard squatters are on the Master Waiting List. It will also identify the ones not appearing on the Master Waiting List but in the possession of a voter's card of Swakopmund Constituency. This information will be vital for further planning and prioritization.

(xix) **People waiting for Houses until they become Old (Pensioners)**

Council made provision for the co-applicant to stand in on behalf of the parent/aunt/uncle.

(xx) **People live in DRC and Renting out their Houses in other Suburbs**

It is advised that such cases be reported to the Housing Section in writing for further investigation.

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

RECOMMENDED:

(a) That it be noted that 1 000 copies of the maps indicating Seaside, DRC Proper, Wagdaar and the Northern Wedge is printed and given to the committee to distribute amongst the community when they go from house to house to explain the relocation process.

(b) That when the relocation process commences, Council avails Municipal trucks to assist the beneficiaries to relocate to the new sites, but the beneficiaries remain responsible for the breaking down and building of the shack and belongings.

(c) That the committee submits a list of names of the residents or tenants who are willing to move as per extension.

(d) That the committee submit the names of the beneficiaries who can afford to plan / design and build the houses themselves.

(e) That once the future of the 291 incomplete houses in Matutura is determined the committee be informed.

(g) That the community through the committee be informed that the taxi and bus services are included in the 5-year strategic plan of Council for the development of the Northern Wedge.

(h) That the committees identify and report in writing those residents who benefited under the various housing schemes, but still reside in DRC to the Housing Section for further investigation.

(i) That applicants on the Master Waiting List be advised to visit the Housing Section regarding the co-applicant process, to ensure that every household is settled on their individual erf.

(j) That the committee inform the community that all extensions will be decongested during the relocation process.

(k) That permission be granted to the Housing Section to partner with either the Namibia Statistics Agency or the Namibia Housing Action Group to record all Mondesa backyard squatters (renters) and submit same to Council with proposals how best to assist them.

11.1.5 **SUBDIVISION OF THE REMAINDER OF PORTION B OF SWAKOPMUND TOWN AND TOWNLANDS NO 41 INTO PORTION A (A PORTION OF TRUNK ROAD 2/2) AND REMAINDER AND SUBSEQUENT INCORPORATION OF PORTION A OF THE TRUNK ROAD 2/2 INTO THE SWAKOPMUND ZONING SCHEME AREA**
(C/M 2022/10/27 - (5/6/15/1, 16/1/4/1/1)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **8.1** page **03** 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 subdivision of the Remainder of Portion B of Swakopmund Town and Townlands No. 41 into Portion A (a portion of trunk road 2/2) and Remainder and subsequent incorporation of Portion A of the Trunk Road 2/2 into the Swakopmund Zoning Scheme Area in terms of Section 74 (1 & 2) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).

2. Background

A closure of roads notice was published in Government Gazette No. 7373 dated 30th October 2020, stating that the Minister of Works and Transport has in terms of Section 22 of the Roads Ordinance, 1972 (Ordinance No. 17 of 1972) declared the closure of a portion of the Trunk Road 2/1 as described in terms of schedule 1 of the said government gazette and the closure of a portion of the Trunk Road 2/2 as described in terms of schedule 2 of the same gazette. The government gazette has been attached as **Annexure A**.

The portion of the Trunk Road 2/1 that has been closed is an existing street that is already part of the road network. This portion is part of the street currently known as Nathanael Maxuilili Street. The second portion to be closed, Portion A (a portion of trunk road 2/2) is comprised of two streets. One portion is known as Sam Nujoma Avenue and the other is a portion of trunk road 2/2 that leads to Windhoek. Sam Nujoma avenue is also an existing street which is already part of our road network. Although these streets are existing streets, by virtue of their classification as *"trunk road"* and the closure initiated by the Ministry of Works, there may be a need to incorporate them in our road network. The stretch of trunk road from the intersection of Nelson Mandela that ends where Sam Nuyoma Avenue begins as depicted in the map attached as **Annexure B**, however, needs to be subdivided from the

Remainder of Portion B of Swakopmund Town and Townlands and be incorporated into the Swakopmund Zoning Scheme Area.

3. Classification

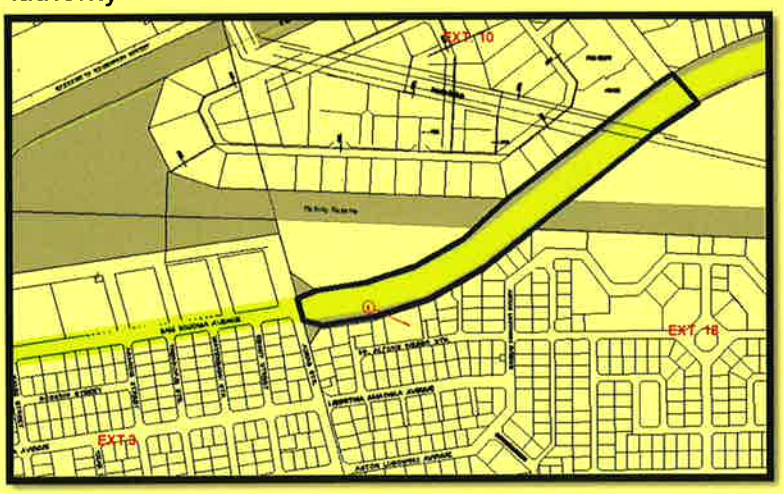
A trunk road is defined as "a public road that forms part of the road system connecting Namibia as a whole with neighbouring countries or major ports" in terms of the classification adopted for proclaimed roads in Namibia as detailed in the Roads Ordinance of 1972. Trunk roads 2/1 and 2/2 are part of the network of roads that lead to Walvis Bay, in this case the port of Walvis Bay as per the definition.

Given the fact that proposed Portion A is part of the Remainder of Portion B of Swakopmund Town and Townlands, there is a need for its incorporation into the Swakopmund Municipal Council's area of jurisdiction. In incorporating this portion, the municipality will assume the responsibility for its management and maintenance.

It is against this background that the submission is made for the subdivision of the Remainder of Portion B of Swakopmund Town and Townlands No. 41 into Portion A (a portion of trunk road 2/2) and Remainder and subsequent incorporation of Portion A of the Trunk Road 2/2 into the Swakopmund Zoning Scheme Area in terms of Section 74 (1&2) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).

4. Locality and length

Portion A (a portion of trunk road 2/2) is located from the intersection of Sam Nujoma Avenue and Aukas Street, up the bridge to the traffic circle, the intersection of trunk road 2/2 and Nelson Mandela Avenue. This road is approximately 2km. See attached **Annexure C.** A map was also provided by the Roads Authority which has been attached as **Annexure D.**



Locality Plan: Portion A

5. Financial Implications

The incorporation of Portion A of the Trunk Road 2/2 into the municipal area of Swakopmund will carry a financial implication to Council for the application to the Urban and Regional Planning Board and potential land surveying costs once the incorporation has been approved. The application to the Urban and Regional Planning Board is approximately N$500.00, plus N$20.00 per portion of land created and the land surveying costs are estimated at an amount of N$ 1000.00 per km. The amount anticipated is approximately N$2,520.00. The road will continue to be managed by Council at its own costs, such costs cannot be quantified at this moment as they are subject to the assessment and determination of the Council's engineers.

6. Conclusion

The proposed incorporation is necessitated by the closure of the portions of trunk road as stipulated in GG No 7373 by the Minister of Works and Transport and due to the significance of this stretch of road within the existing network. This incorporation is therefore deemed essential for further maintenance of roads by Council.

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

RECOMMENDED:

(a) That the subdivision of the Remainder of Portion B of Swakopmund Town and Townlands No. 41 into Portion A (a portion Of Trunk Road 2/2) and Remainder be approved.

(b) That Portion A (a portion of trunk road 2/2) be incorporated into the Swakopmund Zoning Scheme area so as to form part of the existing road network.

(c) That the portion of Trunk Road 2/1 that starts from a section across the common district boundary of Walvis Bay and Swakopmund northwards to the intersection of Nathaniel Maxuilili Street and Sam Nujoma Avenue as well as the portion of trunk road 2/2 that starts from the intersection of Sam Nujoma Avenue and Tobias Hainyeko Avenue and ends at the intersection of Sam Nujoma and Aukas street be incorporated into the existing road network.

(d) That the application fees for the incorporation of portions of Trunk Road 2/1 and Trunk Road 2/2 into the Swakopmund Zoning Scheme Area and potential surveying costs be defrayed from the Ad-hoc Planning and Cadastral Vote No: 50-00-3-10-143-00, where an amount of N$ 1 283 231.80 is available.

farm; thence generally north-north-eastwards to a point (B on sketch-map P2385 at the junction with district road 2102 on the said farm.

ANNEXURE A

SCHEDULE II

From a point (A on sketch-map P2385) at the junction with district road 2102 on the farm Frauenstein 62 generally north-north-westwards across the said farm to a point (B on sketch-map P2385) at the junction with district road 2102 on the said farm.

MINISTRY OF WORKS AND TRANSPORT

No. 268 2020

CLOSING OF A PORTION OF DISTRICT ROAD 1320: DISTRICT OF WINDHOEK

In terms of section 22(2) of the Roads Ordinance, 1972 (Ordinance No. 17 of 1972), it is hereby made known that the Minister has under section 22(1)(c) of the said Ordinance; in the district of Windhoek, closed a portion of district road 1320 described in the Schedule and as shown on sketch-map P2387 by the symbols A-B.

The said sketch-map shall at all times lie open to inspection at the office of the Roads Authority, Windhoek, during normal office hours.

SCHEDULE

From a point (A on sketch-map P2387) at the junction with district road 1320 on the farm Groot Aub 267 generally southwards and more and more east-south-eastwards across the said farm to a point (B on sketch-map P2387) at the junction with farm road 1464 on the said farm.

MINISTRY OF WORKS AND TRANSPORT

No. 269 2020

CLOSING OF PORTIONS OF ROADS AND RECLASSIFICATION OF PORTIONS OF ROADS: DISTRICTS OF WALVIS BAY AND SWAKOPMUND

It is hereby made known -

(a) that in terms of section 22(2) of the Roads Ordinance, 1972 (Ordinance No. 17 of 1972), the Minister has, in the districts of Walvis Bay and Swakopmund:

i) under section 22(1)(c) of the said Ordinance declared a portion of trunk road 2/1 be closed as described in Schedule I and shown on sketch-map P2399 by the symbols J-K; and

ii) under section 22(1)(c) of the said Ordinance declared a portion of trunk road 2/2 be closed as described in Schedule II and shown on sketch-map P2399 by the symbols DI-K-L.

(b) in terms of section 23(3) of the said Ordinance the Minister has:

i) under section 23(1)(e) amended the classification of a portion of main road 36 as described in Schedule III and shown on sketch-map P2399 by the symbols A-B to a portion of trunk road 2/1;

ii) under section 23(1)(e) amended the classification of a portion of main road 44 as described in Schedule IV and shown on sketch-map P2399 by the symbols B-C-D to a portion of trunk road 2/1;

iii) under section 23(1)(e) amended the classification of a portion of trunk road 2/1 as described in Schedule V and shown on sketch-map P2399 by the symbols A-E-F-G-H-I-J to a portion of main road 54; and

iv) under section 23(1)(e) amended the classification of a portion of trunk road 2/2 as described in Schedule VI and shown on sketch-map P2399 by the symbols D-Dl to district road 1906.

The said sketch-map shall at all times lie open to inspection at the office of the Roads Authority, Windhoek, during normal office hours.

SCHEDULE I

From a point (J on sketch-map P2399) at the junction with the road described in Schedule V generally northwards via Nathaniel Maxuilili Street to a point (K on sketch-map P2399) at the junction with Sam Nujoma Avenue.

SCHEDULE II

From a point (Dl on sketch-map P2399) at the junction with the road described in Schedule VI and Nelson Mandela Avenue generally west-south-westwards and more and more westwards via Sam Nujoma Avenue to a point (K on sketch-map P2399) at the junction with Nathaniel Maxuilili Street; thence generally westwards via the said avenue to a point (L on sketch-map P2399) at the junction with Tobias Hainyeko Street.

SCHEDULE III

From a point (A on sketch-map P2399) at the "Diaz" traffic circle in Walvis Bay Town generally east-south-eastwards across the eastern boundary of the surveyed erven of Walvis Bay Town to a point (B on sketch-map P2399) at the junction of main road 36 and with the road described in Schedule IV.

SCHEDULE IV

From a point (B on sketch-map P2399) at the junction of main road 36 and with the road described in Schedule III in the district of Walvis Bay generally north-north-eastwards and more and more northwards to a point (C on sketch-map P2399); thence generally north-northwestwards and more and more northwards across the common district boundary of Walvis Bay and Swakopmund to a point (D on sketch-map P2399) at the junction with trunk road 2/2.

SCHEDULE V

From a point (A on sketch-map P2287) at the "Diaz" traffic circle in Walvis Bay Town generally north-eastwards to a point (E on sketch-map P2399); thence generally northwards across the northern boundary of the surveyed erven of Walvis Bay Town to a point (F on sketch-map P2399); thence generally north-north-westwards to a point (G on sketch-map P2399); thence generally north-westwards to a point (H on sketch-map P2399); thence generally north-northeastwards and more and more north-eastwards to a point (I on sketch-map P2399); thence generally northwards across the common district boundary of Walvis Bay and Swakopmund to a point (J on sketch-map P2399) at the northern end of the bridge over the Swakop River.

SCHEDULE VI

From a point (D on sketch-map P2399) at the junction with trunk road 2/2 and the road described in Schedule IV generally west-south-westwards and more and more westwards to a point (D1 on sketch-map P2399) at the junction with the road described in Schedule V and Nelson Mandela Avenue.

MINISTRY OF HOME AFFAIRS, IMMIGRATION, SAFETY AND SECURITY

No. 270 2020

CHANGE OF SURNAME: ALIENS ACT, 1937

In terms of section 9(1) of the Aliens Act, 1937 (Act No. 1 of 1937), it is hereby made known that the Minister of Home Affairs and Immigration has under the said section authorized each person whose name and residential address appear in Column 1 of the Schedule hereto assume the surname mentioned in Column 2 of the schedule opposite his or her name in Column 1.

SCHEDULE

SURNAME	NAME (S)	RESIDENTIAL ADDRESS	SURNAME
Neowindo	Helmut	Henties bay	Neumbo
Shitumbuleni	Loide Meeke	Erf 140, Ongava Street, Okuryangava	Shinangoio
Eliphas	Johanna Ndateelela	No. 46 Aquimas Street, Academia	Kaukolwa
Basson	Sabina Ursula	Erf 912, Omaruru	Basson-Gaomas
Iiyamboh	Kefas Ndeyanale	Erf 38, Floread Street, Gobabis	Iyambo
Thimotheus	Johannes	Kirimandjaro, Omuvapu Street	Haindere
Gaingob	Ronnie	Erf 123, Omulunga Street, Hakahana	Mungunda
Usko	Ndalindatila Ndinelao Fransma	Ongwediva	Paulus
Salom	Muthingwa Jeremia	Ombumbu Village	Mutilwa
Peter	Peter	Omaruru	Kapazu

General Notices

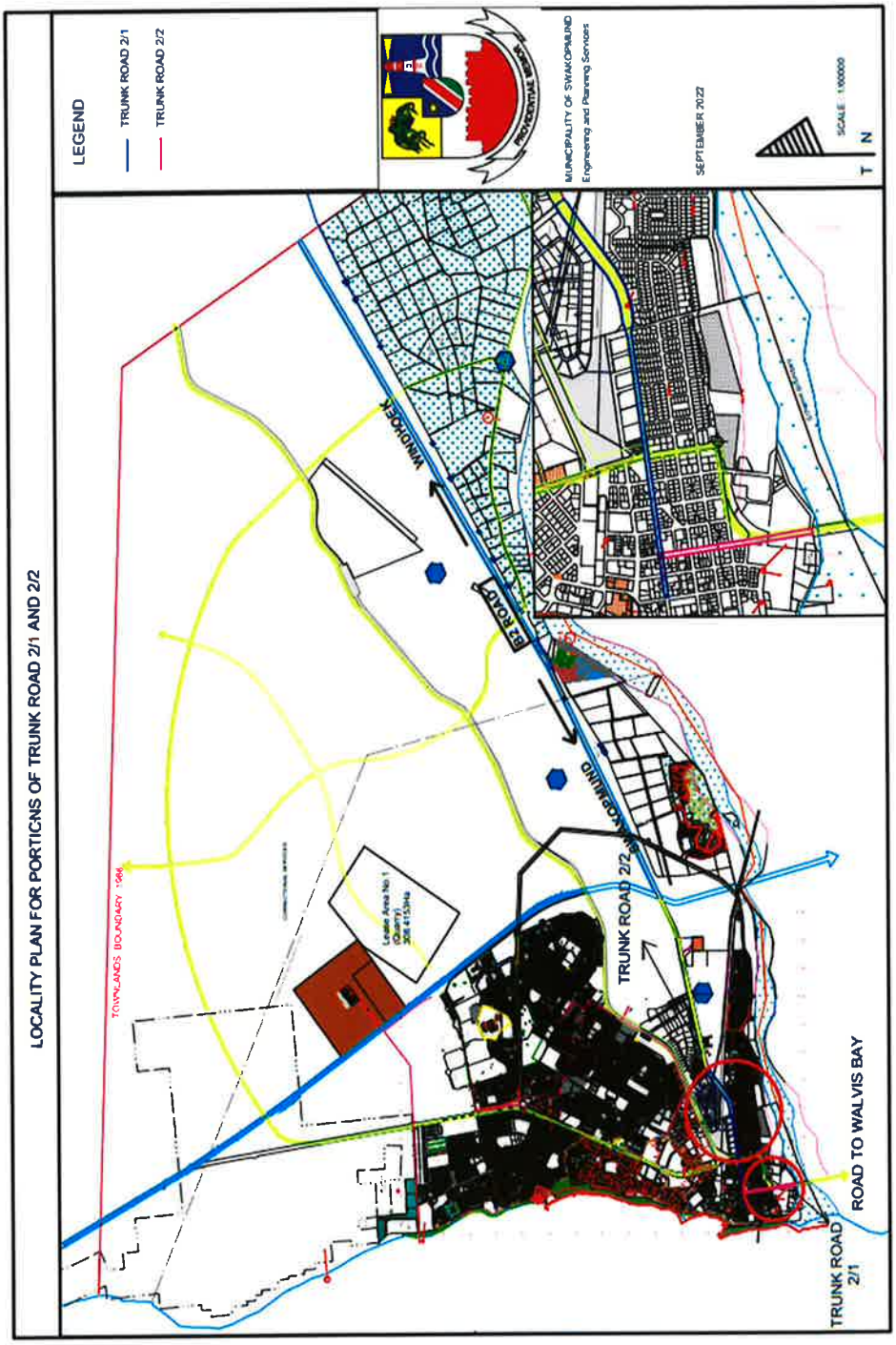
PUBLIC CONSULTATION NOTICE

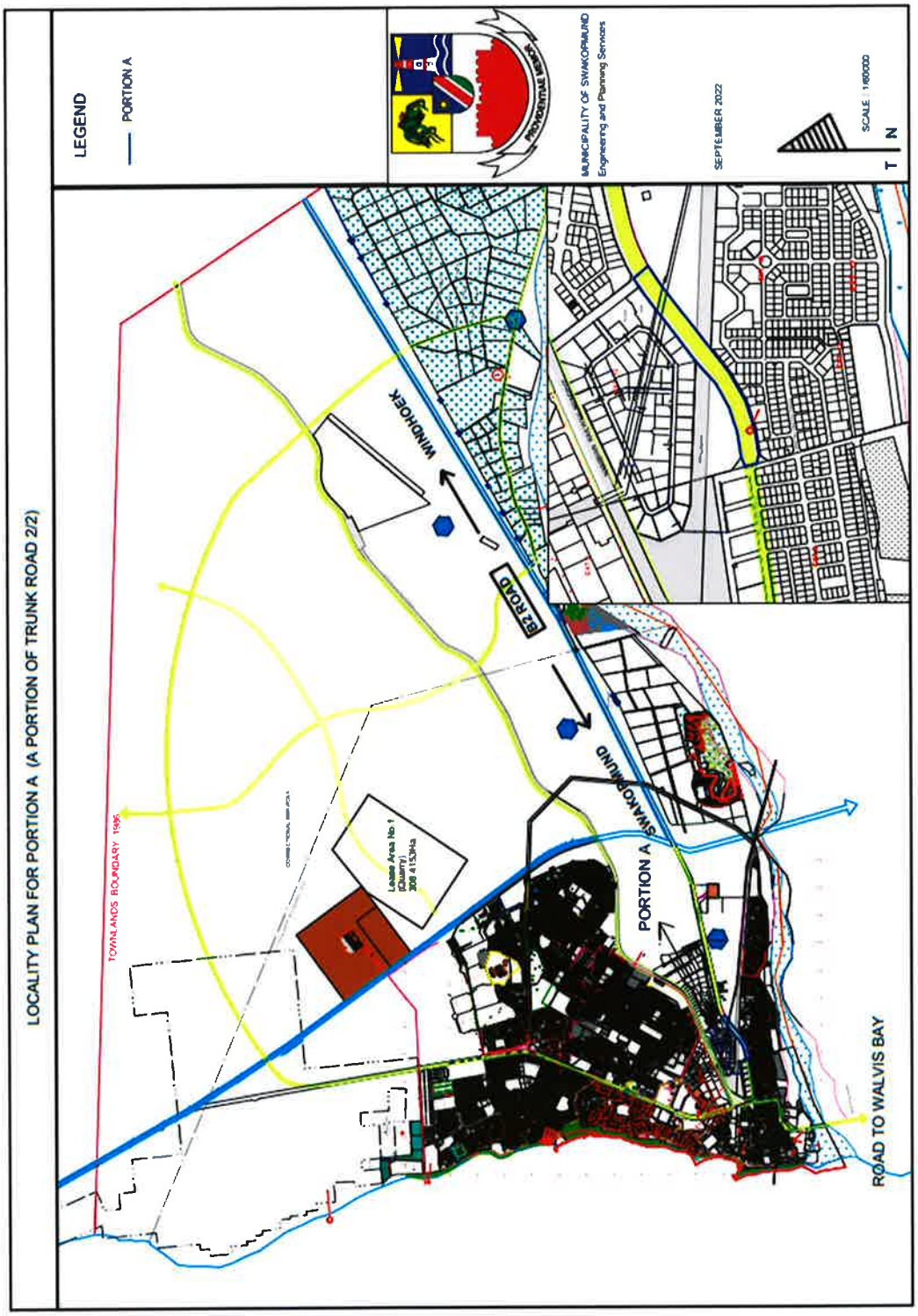
No. 449 2020

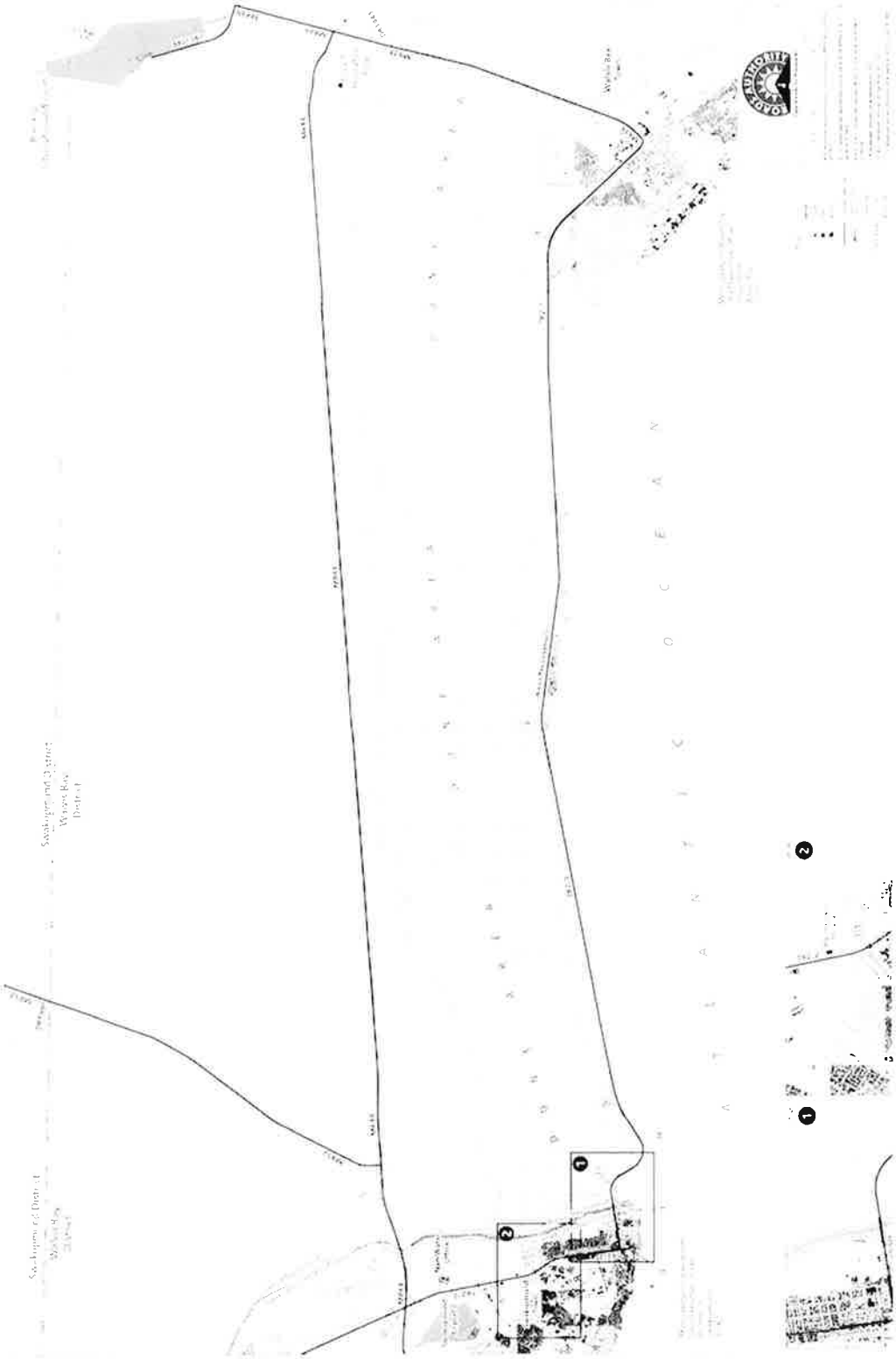
KEETMANSHOOP CEMETERY AND LANDFILL

Take notice that Stewart Planning (the applicant) intends to apply on behalf of the Keetmanshoop Municipality for the subdivision and rezoning of land to create the land parcels for the new cemetery and landfill in terms of Section 105(a) and 105(e) of the Urban and Regional Planning Act, 2018 and its Regulations.

Cemetery: Proposed subdivision of Remainder of Keetmanshoop Town and Townlands No. 150 into Portion XY (6.25 hectares) and simultaneous rezoning of Portion XY from "Undetermined" to "Cemetery" in terms of the Keetmanshoop Zoning Scheme.


LOCALITY PLAN FOR PORTIONS OF TRUNK ROAD 2/1 AND 2/2
LEGEND
TRUNK ROAD 2/1
TRUNK ROAD 2/2
MUNICIPALITY OF SWAKOPMUND
Engineering and Planning Services
SEPTEMBER 2022
SCALE : 1:60000
N
TOWNLANDS BOUNDARY 1984
WINDHOEK
B2 ROAD
SWAKOPMUND
TRUNK ROAD 2/2
TRUNK ROAD 2/1
ROAD TO WALVIS BAY


LOCALITY PLAN FOR PORTION A (A PORTION OF TRUNK ROAD 2/2)
LEGEND
PORTION A
MUNICIPALITY OF SWAKOPMUND
Engineering and Planning Services
SEPTEMBER 2022
SCALE : 1:60000
N
TOWNLANDS BOUNDARY 1995
WINDHOEK
B2 ROAD
SWAKOPMUND
PORTION A
Lease Area No 1
(Quarry)
368.4153Ha
ROAD TO WALVIS BAY


Sandringham District
Warnock Bay
District
Sandringham District
Warnock Bay
District
A U S T R A L I A N
O C E A N
1
2
3
4

farm; thence generally north-north-eastwards to a point (B on sketch-map P2385 at the junction with district road 2102 on the said farm.

SCHEDULE II

From a point (A on sketch-map P2385) at the junction with district road 2102 on the farm Frauenstein 62 generally north-north-westwards across the said farm to a point (B on sketch-map P2385) at the junction with district road 2102 on the said farm.

MINISTRY OF WORKS AND TRANSPORT

No. 268 2020

CLOSING OF A PORTION OF DISTRICT ROAD 1320: DISTRICT OF WINDHOEK

In terms of section 22(2) of the Roads Ordinance, 1972 (Ordinance No. 17 of 1972), it is hereby made known that the Minister has under section 22(1)(c) of the said Ordinance; in the district of Windhoek, closed a portion of district road 1320 described in the Schedule and as shown on sketch-map P2387 by the symbols A-B.

The said sketch-map shall at all times lie open to inspection at the office of the Roads Authority, Windhoek, during normal office hours.

SCHEDULE

From a point (A on sketch-map P2387) at the junction with district road 1320 on the farm Groot Aub 267 generally southwards and more and more east-south-eastwards across the said farm to a point (B on sketch-map P2387) at the junction with farm road 1464 on the said farm.

MINISTRY OF WORKS AND TRANSPORT

No. 269 2020

CLOSING OF PORTIONS OF ROADS AND RECLASSIFICATION OF PORTIONS OF ROADS: DISTRICTS OF WALVIS BAY AND SWAKOPMUND

It is hereby made known -

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ii) under section 22(1)(c) of the said Ordinance declared a portion of trunk road 2/2 be closed as described in Schedule II and shown on sketch-map P2399 by the symbols DI-K-L;

(b) in terms of section 23(3) of the said Ordinance the Minister has:

i) under section 23(1)(e) amended the classification of a portion of main road 36 as described in Schedule III and shown on sketch-map P2399 by the symbols A-B to a portion of trunk road 2/1;

(ii) under section 23(1)(e) amended the classification of a portion of main road 44 as described in Schedule IV and shown on sketch-map P2399 by the symbols B-C-D to a portion of trunk road 2 1;

(iii) under section 23(1)(e) amended the classification of a portion of trunk road 2 1 as described in Schedule V and shown on sketch-map P2399 by the symbols A-E-F-G-H-I-J to a portion of main road 54; and

(iv) under section 23(1)(e) amended the classification of a portion of trunk road 2 2 as described in Schedule VI and shown on sketch-map P2399 by the symbols D-DI to district road 1906.

The said sketch-map shall at all times lie open to inspection at the office of the Roads Authority, Windhoek, during normal office hours.

SCHEDULE I

From a point (J on sketch-map P2399) at the junction with the road described in Schedule V generally northwards via Nathaniel Maxuilili Street to a point (K on sketch-map P2399) at the junction with Sam Nujoma Avenue.

SCHEDULE II

From a point (DI on sketch-map P2399) at the junction with the road described in Schedule VI and Nelson Mandela Avenue generally west-south-westwards and more and more westwards via Sam Nujoma Avenue to a point (K on sketch-map P2399) at the junction with Nathaniel Maxuilili Street; thence generally westwards via the said avenue to a point (L on sketch-map P2399) at the junction with Tobias Hainyeko Street.

SCHEDULE III

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SCHEDULE IV

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From a point (A on sketch-map P2287) at the "Diaz" traffic circle in Walvis Bay Town generally north-eastwards to a point (E on sketch-map P2399); thence generally northwards across the northern boundary of the surveyed erven of Walvis Bay Town to a point (F on sketch-map P2399); thence generally north-north-westwards to a point (G on sketch-map P2399); thence generally north-westwards to a point (H on sketch-map P2399); thence generally north-northeastwards and more and more north-eastwards to a point (I on sketch-map P2399); thence generally northwards across the common district boundary of Walvis Bay and Swakopmund to a point (J on sketch-map P2399) at the northern end of the bridge over the Swakop River.

SCHEDULE VI

From a point (D on sketch map P2399) at the junction with trunk road 2 2 and the road described in Schedule IV generally west-south-westwards and more and more westwards to a point (D1 on sketch-map P2399) at the junction with the road described in Schedule V and Nelson Mandela Avenue.

MINISTRY OF HOME AFFAIRS, IMMIGRATION, SAFETY AND SECURITY

No. 270 2020

CHANGE OF SURNAME: ALIENS ACT, 1937

In terms of section 9(1) of the Aliens Act, 1937 (Act No. 1 of 1937), it is hereby made known that the Minister of Home Affairs and Immigration has under the said section authorized each person whose name and residential address appear in Column 1 of the Schedule hereto assume the surname mentioned in Column 2 of the schedule opposite his or her name in Column 1.

SCHEDULE

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Basson	Sabina Ursula	Erf 912, Omaruru	Basson-Gaomas
Iiyamboh	Kefas Ndeyanale	Erf 38, Floread Street, Gobabis	Iyambo
Thimotheus	Johannes	Kirimandjaro, Omuvapu Street	Haindere
Gaingob	Ronnie	Erf 123, Omulanga Street, Hakahana	Mungunda
Usko	Ndalindatila Ndinelao Fransina	Ongwediva	Paulus
Salom	Muthingwa Jeremia	Ombumbu Village	Mutilwa
Peter	Peter	Omaruru	Kapazu

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PUBLIC CONSULTATION NOTICE

No. 449 2020

KEETMANSHOOP CEMETERY AND LANDFILL

Take notice that Stewart Planning (the applicant) intends to apply on behalf of the Keetmanshoop Municipality for the subdivision and rezoning of land to create the land parcels for the new cemetery and landfill in terms of Section 105(a) and 105(e) of the Urban and Regional Planning Act, 2018 and its Regulations.

Cemetery: Proposed subdivision of Remainder of Keetmanshoop Town and Townlands No. 150 into Portion XY (6.25 hectares) and simultaneous rezoning of Portion XY from "Undetermined" to "Cemetery" in terms of the Keetmanshoop Zoning Scheme.

11.1.6 **RESUBMISSION OF THE APPLICATION FOR THE RELAXATION OF ON-SITE PARKING REQUIREMENTS ON ERF 562, SWAKOPMUND**
(C/M 2022/10/27 - E 562)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **8.2** page **15** refers.

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

1. Purpose

The purpose of this submission is for Council to reconsider the application for the relaxation of on-site parking on Erf 562, Swakopmund Proper.

2. Introduction and Background

An application was received from Messrs van der Westhuizen Town Planning and Properties, applying on behalf of the owner of Erf 562, Swakopmund Proper for the relaxation of on-site parking for the operation of a Pension. The application is attached as **Annexure A.**

This application was submitted to the Management Committee at its meeting held on the 14th of July 2022 and was referred back. The reason was not stated. It is against this background that the item is resubmitted. Kindly find extract below:

8.15 **APPLICATION FOR THE RELAXATION OF ON-SITE PARKING REQUIREMENTS ON ERF 562 SWAKOPMUND**
(M/C 2022/07/14 - E 562)

RESOLVED: GM: EPS

That this item be referred back and be resubmitted to the Management Committee for consideration.

3. Ownership

Ownership of Erf 562, Swakopmund vests in Heidrun Anke Garbade as per the Title Deed Number 2851/2022. This Deed of Transfer is attached as **Annexure B.**

4. Locality, Zoning and Size

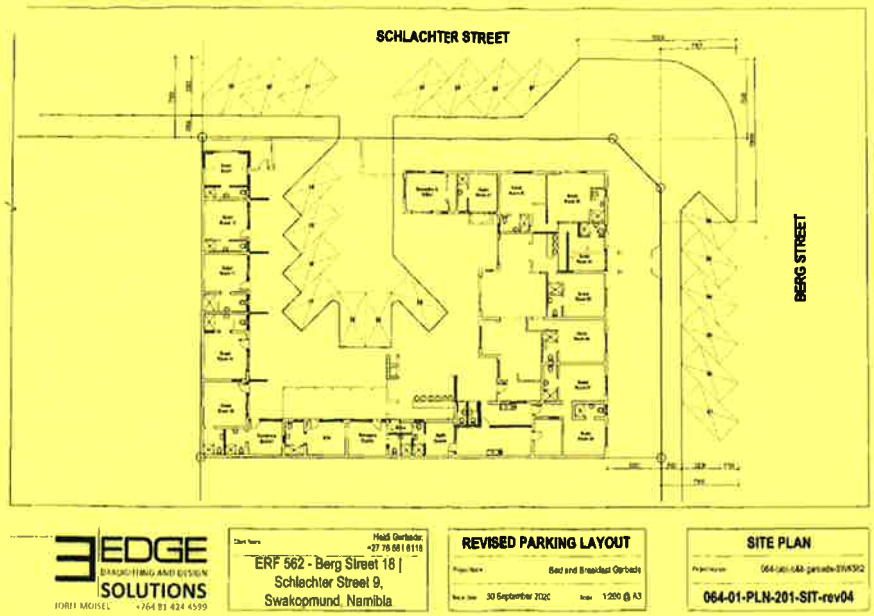
Erf 562, Swakopmund is located at the corner of Berg and Schlachter Street. The Erf was recently rezoned to "general residential 2" with a density of 1 dwelling per 100m². The Erf is 1337m² in extent.

5. The Proposal

The owner operates an accommodation facility (pension) and intends to register and operate a twelve (12) bedroom pension from the premises.

According to the Swakopmund Zoning Scheme in Table C2, the parking requirement for pensions is a minimum of 2 plus 1.5 per room. Therefore, a total of twenty (20) parking bays are thus required on site for the proposed pension. However, the site can only accommodate seven (7) parking bays. Hence the application for the thirteen (13) parking deficiency.

The applicant further proposed to construct these parking bays on Schlachter and Berg Street reserves. The proposed parking layout is attached as **Annexure C**.



6. Evaluation

TABLE D1: Provision of Parking

Residential buildings	*1 per dwelling unit*
Hotels *Pension & Bed & Breakfast*	*1 per 50m² of floor area* *A minimum of 2 plus1.5 per room*

Above is parking requirements for land use activities listed under "*General Business*" in terms of the Swakopmund Zoning Scheme.

The approval for the rezoning was granted on condition that parking be provided on site and no off-street parking will be tolerated.:

REZONING OF ERF 562, SWAKOPMUND, FROM "SINGLE RESIDENTIAL" WITH A DENSITY OF 1:900M² TO "GENERAL RESIDENTIAL 2" WITH A DENSITY OF 1:100M² AND SUBSEQUENT CONSENT TO OPERATE A "PENSION"

(C/M 2020/08/31 - E 562)

RESOLVED:

(a) *That Erf 562, Swakopmund be rezoned from "Single Residential" with a density of 1:900m² to "General Residential 2" with a density of 1:100m².*

(b) *That the rezoning of Erf 562, 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 and Planning Services Department for approval.*

(c) *That the rezoning of Erf 562, Swakopmund be included in the next Swakopmund Amendment Scheme.*

(d) *That consent to operate a "Pension" from Erf 562, Swakopmund be granted upon completion of the rezoning process.*

(e) *That all the parking be provided on-site in line with the Swakopmund Town Planning Scheme.*

In March 2022, complaints were received against parking chaos observed on Erf 562 Swakopmund during peak season. Amongst complaints are that in the past the Municipality of Swakopmund strictly enforced the on-site parking requirements. It is expected that Erf 562, Swakopmund should conform to the zoning scheme provisions.

Should Council approve the proposal as submitted by the applicant, it sets a precedence that possess safety hazards on both pedestrians and traffic. It must also be taken into consideration that Erf 562, Swakopmund is located across the old age home. The livelihood of the elderly at the old age home would be affected by the movement happening in the street as opposed to all activities happening on-site.

The number of the parking shortfall (13) is too huge. Similar applications for parking relaxation were submitted to Council previously and the standing decision by Council is that developers must downscale their developments. Likewise, the applicant is advised to reduce the number of rooms assigned for the Pension operation, which is four (4) rooms only given the formula of 1.5 per room plus 2 and only seven (7) parking bays are available on site.

Alternatively, the applicant may consider the options of constructing basement parking or convert the front rooms into garages.

7. Conclusion

The responsibility for the provision of on-site parking should be that of the developer. The developer should therefore be advised to reduce/downscale the number of rooms to four rooms that are able to be accommodated by the available number of parking (7) bays.

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

RECOMMENDED:

(a) That the application for parking relaxation on Erf 562, Swakopmund Proper not be approved.

(b) That the proposal to construct thirteen parking bays on Berg and Schlachter Streets not be approved.

(c) That the parking requirements in terms of the Swakopmund Zoning Scheme be enforced as per previous approval.

(d) That the applicant either reduce the number of rooms or alternatively convert some rooms into garages.

(e) That the applicant 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 section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018) within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

ANNEXURE A: APPLICATION

19-03-08.562

36

E 562

Van Der Westhuizen
Town Planner & Project Manager

P. O. BOX 467, SWAKOPMUND
CELL 081 122 4661 OR 081 244 4441
EMAIL ANDREW.NAMPU@GMAIL.COM
WINVDW@GMAIL.COM

VAT REG NR 7671521-015

Chief Executive Officer
Municipality of Swakopmund
PO Box 53
Swakopmund
Namibia

7 April 2022

Dear Sir,

APPLICATION FOR SPECIAL CONSENT FROM COUNCIL FOR RELAXATION OF PARKING REQUIREMENTS AS PER TABLE C2 DEALING WITH PARKING PROVISIONS OF THE SWAKOPMUND ZONING SCHEME NO.12 FOR A PENSION ON ERF 562, SWAKOPMUND CURRENTLY ZONED GENERAL RESIDENTIAL 2 WITH A DENSITY OF 1:100M²

AND;

SPECIAL CONSENT TO CREATE AND DEVELOP 13 STREET PARKING BAYS FOR THE PROPOSED PENSION ON ERF 562, SWAKOPMUND IN BERG STREET AND SCHLACHTER STREET

Application is herewith made, on behalf of the owner for special consent from Council for the relaxation of parking requirements for Erf 562, Swakopmund. The property was recently rezoned to zoned General Residential 2 with a density of 1:100m² and consent was obtained for a pension of the property. These processes were initiated and completed due to past irregularities of the previous owner. Due to the nature of the circumstances and the intentions of the owner there is a need to use the property to its full potential and within the requirements of the scheme. It is thus needed to apply for parking relaxation in order to do so.

1. BACKGROUND

As mentioned above, Erf 562 was recently rezoned to General Residential 2 with a density of 1:00m² in order to accommodate a Pension on the property. It should be noted that approval for the "Pension" was approved by Council on 31 August 2020 (Annexure A). The "Pension" approval however can only take affect if the rezoning was approved by the Urban and Regional Planning Board and the betterment is paid to the Local Authority. Please see attached the Urban and Regional Planning Board approval of the Swakopmund Zoning Scheme No.70 (Annexure B) and proof of betterment paid (Annexure C) also attached. The owner would now like to register the Pension consisting of 12 rooms as a business on the property which is in accordance with the Swakopmund Zoning Scheme No. 12.

2. MOTIVATION

It is the intention of our client to register and operate a 12 bedroom Pension from Erf 562 Swakopmund. The current buildings on Erf 562 were previously vandalised and stripped of its building materials and as a result become extremely dilapidated over the years making the property an eye sore for the neighbourhood and a very unsafe space within the neighbourhood itself. After our client purchased the property, a lot of time and financial resources was invested into the property and its buildings to have it repaired and renovated to have an up-market look which visually complements the surrounding area and properties within the area and making the area safer.

After the completion of repairs and renovations to the existing buildings on the property, 12 bedrooms was made available for the use of the proposed Pension. However, according Table C2 of the Swakopmund Zoning Scheme No.12, 1 5 parking bays per room must be provided on-site with an addition 2 parking bays. A total amount of 20 parking bays are thus required on-site for the proposed Pension

Due to the positioning of the buildings and structures on the property, the owner was only able to accommodate 7 parking bays on-site which is 13 parking bays less than what is required. Please see attached parking layout as Annexure E.

The Swakopmund Zoning Scheme however does make provision for the relaxation of such parking requirements as per Clause 5, Sub-Paragraph C paragraph 2.5 (e). This paragraph reads as follows:

"(e) 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."

Erf 562, Swakopmund is located on the corner of Berg Street and Schlachter Street (Annexure D). Both these streets is approximately 25 meters wide. These wide streets are more than sufficient in size to allow for 45 degree angle parking bays on both sides of the property without hindering the current or future traffic flow within these streets. Please see photos on the on pages 3 and 4 of Berg Street and Schlachter Street.

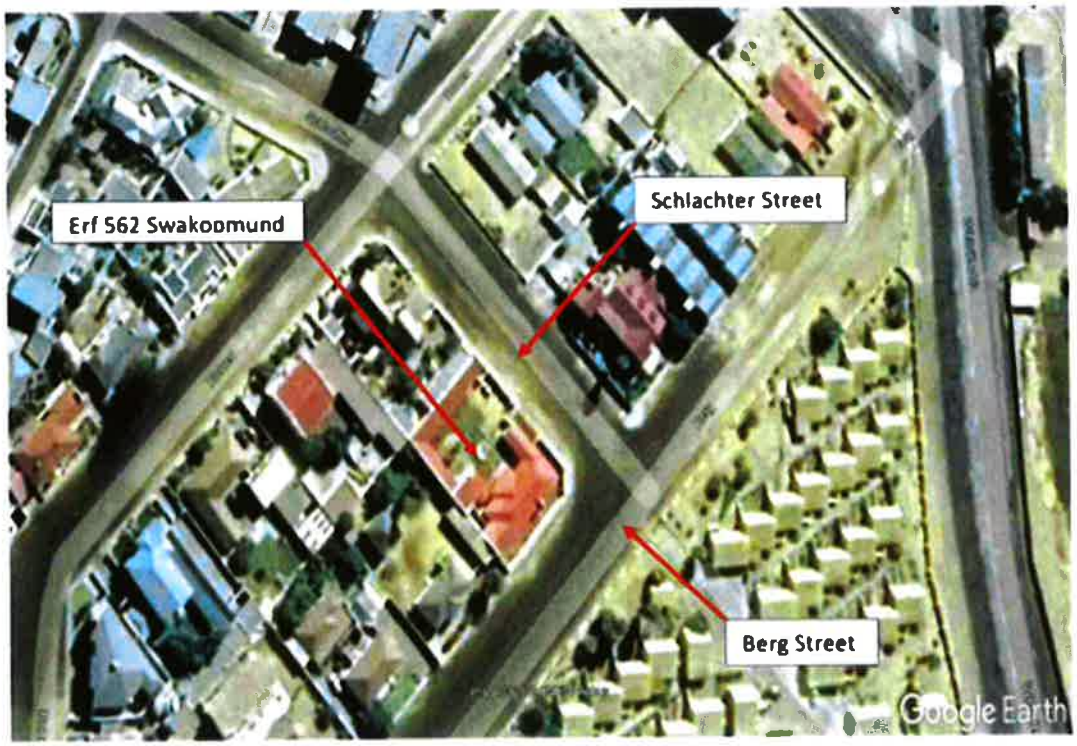


Photo 5: Google Earth Aerial view of Erf 562 and surrounding streets.

As can be seen on the photos on pages 2 and 3 these particular streets in general does not accompany a lot of traffic and is mostly used by the residents living in the area thus making this particular request for parking relaxation even more favourable.

Our client will on her expense beautify these parking bays by interlocking and painting them and the side-walks and afterwards donate such to the Swakopmund Municipal Council. The design and layout of the parking bays and sidewalks will be discussed with the traffic engineer of the Swakopmund Municipality in order to ensure that it complies with the required design standards for vehicular parking bays and sidewalks. The attached parking layout plan gives a clear indication of how the proposed street parking would look in relation to the property and streets surrounding the property concerned.

Our client has to date invested a lot of time and millions of Namibian Dollars into the property and the proposed pension and still has not been able to register nor operate the Pension due to the above mentioned parking issues. It is with this in mind that we, on behalf of our client, humbly request Council to relax the amount of parking bays required onsite for the Pension on Erf 562, Swakopmund and allow for 13 street parking bays to be allocate around the property to make up the 20 parking bays required for the Pension.

3. CONCLUSION

With reference to the above, there exist no reasons that are of such nature that the intention of the client cannot be supported. It is clear from the motivation, photos and parking layout that Berg Street and Schlachter Street will easily accommodate such street parking proposal nor will such street parking interfere with the amenities of the neighbourhood, existing or as contemplated by the Scheme.

4. APPLICATION

On behalf of our client/s, we herewith formally apply for the:

- **Special consent from Council for the relaxation of parking requirements as per Table C2 dealing with parking provisions of the Swakopmund Zoning Scheme No. 12 for a Pension on Erf 562, Swakopmund currently zoned General Residential 2 with a density of 1:100m².**

- **Special consent to create and develop 13 street parking bays for the proposed Pension on Erf 562, Swakopmund in Berg Street and Schlachter Street.**

It is trusted that Council will find the above application for the relaxation of parking requirements in order and please feel free to contact our office at the details provided should you have any questions regarding our application.

Yours Faithfully

A R VAN DER WESTHUIZEN

ANNEXURE B PROOF OF OWNERSHIP

Prepared by me,

Conveyancer,
F V DU TOIT

DU TOIT ASSOCIATES
ATTORNEYS, NOTARIES AND CONVEYANCERS
HOUSE LEGIS OFFICIO
15 ROBERT MUGABE AVENUE
P O BOX 2004 WINDHOEK

DEED OF TRANSFER

2851. 2022

BE IT HEREBY MADE KNOWN

THAT ~~FERDINAND VINCENT DU TOIT~~ ELMARIE VISSER

appeared before me, the Registrar of Deeds at WINDHOEK, he/she the said Appearer, being duly authorised thereto by a Power of Attorney granted to him/her by

HANS-PETER SAGELL
Identity Number 760628 1032 7
Married out of community of property

dated the 28th day of May 2020 and signed at WINDHOEK

DU TOIT ASSOCIATES
ATTORNEYS
WINDHOEK

LEGALPERFECT Version 11.8.221
TRFDOT_NA.DOC – 05-05-2021

AND THAT APPEARER DECLARED THAT the said Principal has on 03 December 2019 sold, and that he/she in manner outlaw/s notwithstanding, do by these presents cede and transfer in full and free property to and on behalf of

HEIDRUN ANKE GARBADE
Identity Number 761218 1015 7
Unmarried

his heirs, executors, administrators or assigns

CERTAIN	ONE-HALF SHARE IN ERF NO 562 SWAKOPMUND
SITUATE	IN THE MUNICIPALITY OF SWAKOPMUND REGISTRATION DIVISION "G" ERONGO REGION
MEASURING	1 327 (ONE THOUSAND THREE HUNDRED AND THIRTY SEVEN) SQUARE METRES

FIRST TRANSFERRED by Deed of Transfer T 314/1949 with diagram relating thereto and held by Deed of Transfer T 2107/2015

SUBJECT to the following conditions in terms of the Urban and Regional Planning Act, Act No 5 of 2018, namely

A. IN FAVOUR OF THE LOCAL AUTHORITY -

a The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018).

b The building value of the main building (excluding the outbuilding) to be erected on the erf shall be at least two times the prevailing valuation of the erf.

B. FURTHER SUBJECT to the following conditions imposed by the Council of the Municipality of Swakopmund to its advantage and created in Deed of Transfer No T 314/1949, namely

"The said erf shall be used for residential purposes only and not more than one dwelling house with the necessary outbuildings and appurtenances shall be erected thereon.

7

WHEREFORE the Appearer renouncing all the Right and Title which the said TRANSFEROR heretofore had to the premises did, in consequence, also acknowledge him to be entirely dispossessed of and desentitled to the same, and that, by virtue of these Presents, the said TRANSFEREE, his heirs, executors, administrators or assigns now or henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its Rights, and finally acknowledging the purchase price amounting to the sum of **N$1 004 500.00 (ONE MILLION FOUR THOUSAND FIVE HUNDRED NAMIBIA DOLLARS)**

2022-05-10

SIGNED AT WINDHOEK on

together with the Appearer, and confirmed with my Seal of Office

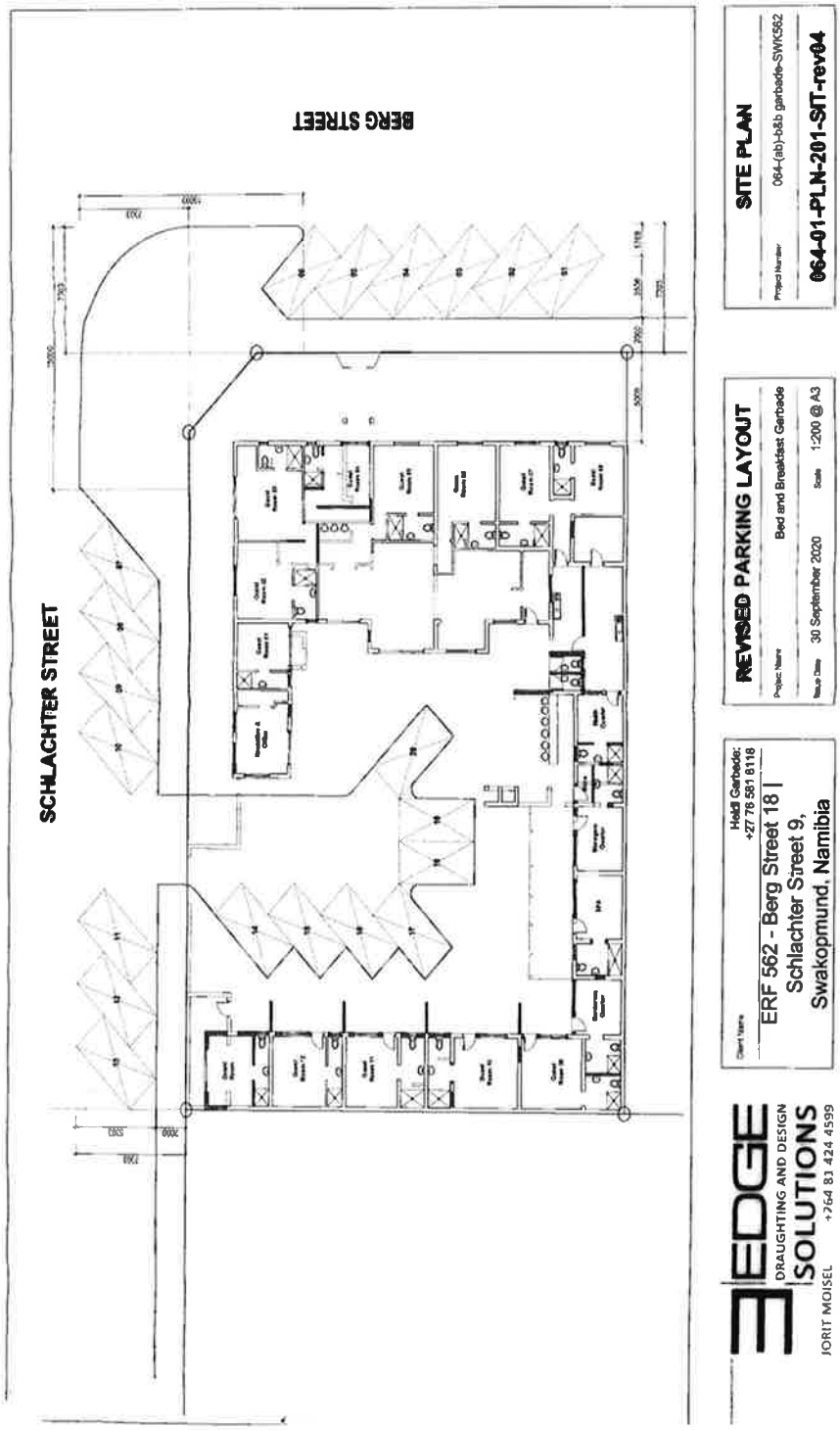
SIGNATURE OF APPEARER

In my presence

REGISTRAR OF DEEDS

MINISTRY OF LAND REFORM

ANNEXURE C: PROPOSED PARKING LAYOUT



11.1.7 **APPLICATION FOR THE REZONING OF ERF 3622 SWAKOPMUND EXTENSION 1 FROM GENERAL RESIDENTIAL 2 WITH A DENSITY OF 1:250M² TO INSTITUTIONAL AND CONSENT USE TO OPERATE A PLACE OF INSTRUCTION WHILE THE REZONING IS BEING FORMALLY PROCESSED.**
(C/M 2022/10/27 - E 3622)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **8.3** page **27** 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 rezoning of Erf 3622, Swakopmund Extension 1 from "*General Residential 2*" with a density of 1:250m² to "*Institutional*" consent to operate a place of instruction while the rezoning is in process.

2. Introduction and Background

An application was received by the Engineering and Planning Services Department from Stewart Planning Town and Regional Planners, applying on behalf of their client for the rezoning of Erf 3622, Swakopmund Extension 1 from "*General Residential 2*" with a density of 1:250m² to "*Institutional*" and consent to operate a place of instruction while the rezoning is in process. The application has been attached as **Annexure A**.

3. Zoning, Size and Locality

Erf 3622, Swakopmund Extension 1 is zoned general residential 2 and is located along Aldridge Street. The Erf measures 2949m² in extent. The Erf is currently vacant. A locality map depicting the area has been inserted below as figure 1.

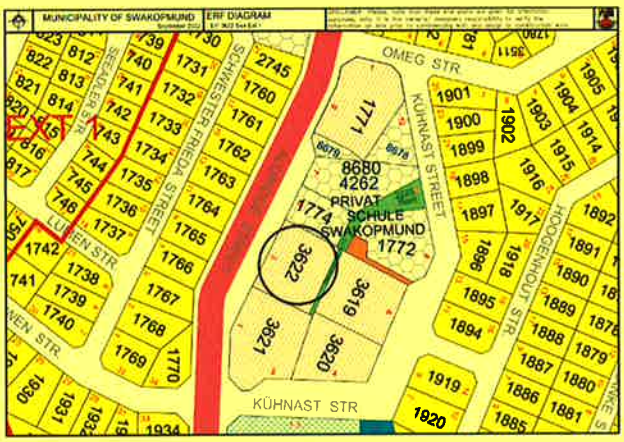


Fig: 1 Locality of Erf 5025, Swakopmund Ext.14

4. Ownership

The ownership of Erf 3622, Swakopmund Extension 1 vests in the name of the Private School Swakopmund Foundation Trust as contained in the Deed of Transfer No. T 1983/2021. See **Annexure A** of the application.

5. Access, municipal services, and parking

Erf 3622, Swakopmund Extension 1 is connected to the existing road network and access is obtained from Aldridge Street. Parking for the proposed development will be provided on-site in accordance with the provision of the Swakopmund Zoning Scheme. All municipal services necessary for the operation of the proposed school expansion have been provided for in the road reserve.

6. Advertisement

The public was notified of the application in terms of Section 107(1) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) and Section 10 and 12 of the Urban and Regional Planning Act Regulations. The proposed rezoning of Erf 3622, Swakopmund Extension 1 from "*General Residential 2*" with a density of 1:250m² to "*Institutional*" was published in the government gazette number 7869 of 1st August 2022, the New Namibian and Namib Times Newspapers on the 29th July 2022 and the 5th August 2022. Proof of advertisement has been attached as **Annexure B**.

Notices of the intended rezoning was placed on the site for public comments in terms of the Swakopmund Zoning Scheme, as well as on Council's notice board. Neighbouring property owners were informed in writing of the intent. The last day for objections was the **22nd** of **August 2022**. No objection was received.

7. Proposal

The school would like to expand for its institutional purposes. Currently there is no detailed development plans available to show how the site will be developed as an extension to the existing school.

The application seek consent to allow the site to be used for institutional purposes under place of instruction, while the rezoning is ongoing.

8. Evaluation

The area is well-developed and well established. It is predominantly low density and mixed-use, which is complementary to the proposed school as there is no further provision for educational development in the surrounding area.

The applicant has requested to allow for consent use for institutional purposes under place of instruction, while the rezoning is ongoing. The current general residential 2 zoning does not permit for such consent. In terms of the Swakopmund Zoning Scheme Number 12,

below are the primary and secondary land uses that can be permitted on general residential 2 zoned properties:

TABLE B

	1	2	3	4
	ZONE	***MAP REFERENCE***	***PURPOSES FOR WHICH LAND MAY BE USED***	***PURPOSES FOR WHICH LAND OR BUILDINGS MAY BE ERECTED AND USED WITH THE SPECIAL CONSENT OF THE COUNCIL ONLY***
...				
C	*General Residential 2*	*Red hatch*	*Dwelling House/s, Blocks of Flats, Townhouses*	*Residential Buildings, Place of Public Worship, Bed and Breakfast, Pensions, Resident Occupation, Residential Guest House.*

9. Conclusion

The proposed rezoning of Erf 3622, Swakopmund Extension 1 from general residential 2 with a density of 1:250 to institutional is compatible to the neighbourhood characters and can therefore be supported. Contrary, the consent use to operate a Place of Instruction while the rezoning is in progress cannot be supported.

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

RECOMMENDED:

(a) That the rezoning of Erf 3622, Swakopmund Extension 1 from "*General Residential 2*" with a density of 1:250m^2 to "*Institutional*" be approved.

(b) That in terms of the Betterment Fees Policy no betterment fee is applicable when rezoning from any zone to *Institutional*.

(c) That the request for consent use for a Place of Instruction while the rezoning is ongoing be not approved as it is not permitted under the current zoning.

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

ANNEXURE A - APPLICATION

19/03/06/5604

E 3622

18

STEWART PLANNING
TOWN & REGIONAL PLANNERS

First Floor CLA Building
84 Theo Ben Gurirab Street
Walvis Bay

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

Reference: 3622S

29 July 2022

REZONING AND CONSENT USE APPLICATION
Erf 3622 Swakopmund Extension 1
Rezoning: from General Residential to Institutional
Consent Use: for a Place of Instruction (Private School)

RECORDS & ARCHIVES
29 JUL 2022
MUNICIPALITY OF SWAKOPMUND

Submission to:

Manager: Town Planning
Municipality of Swakopmund
Swakopmund

1. The Application

Stewart Planning has been appointed by the owner of erf 3622 Swakopmund Extension 1 to apply to the Swakopmund Municipality (the Council) on their behalf for the approval of the following:

Rezoning of erf 3362 Swakopmund Extension 1 from General Residential to Institutional, and,

Consent Use on erf 3622 Swakopmund Extension 1 for a Place of Instruction (Private School).

2. Site Particulars

Erf 3362 Swakopmund Extension 1 (the site) is in north-central Swakopmund at 3 Aldridge Street, between Kühnast and Omeg Streets – main access obtained from Aldridge Street.

The site measures 2,949m² in extent and is vacant and undeveloped.

The locality plan below shows the location of the site in relation to the wider area.

Ownership of the site is vested in the name of the Private School Swakopmund Foundation Trust in terms of Deed of Transfer No: T1983/2021. There are no restrictive title deed conditions or servitudes that can prevent the development of the site for institutional/educational purposes.

3. Character of the Neighbourhood

The site is situated within the heart of suburban Swakopmund and is wedged between Vineta and Tamariskia. The wider area is a well-developed and well established predominantly low density residential but mixed-use neighbourhood.

The block within which the site is situated comprises institutional and high density residential development. This block includes the existing and adjacent Private School Swakopmund which intends to develop the site as an extension of the existing Private School Swakopmund.

Although Swakopmund Extension 1 has a predominant residential character, there is no provision for any further educational development on erven in nearby. The predominantly low-density residential character of the wider area is complementary to the proposed private school. The rezoning (and consent use) will not have a negative impact on the character of the surrounding neighbourhood.

Therefore, the site and the wider neighbourhood, is a desirable location for a private school.

The aerial photo below shows the relatively well-developed and predominantly residential character of the site neighbourhood.

The site is level and flat and well above the water table/flood line. There is no on-site vegetation that poses a development constraint. The site has no aesthetic/historical/cultural character.

4. Services and Access

All municipal services necessary for the operation of the proposed private school extension have been provided within the road reserve. There will be no additional costs or efforts required to obtain service connections from a faraway source. These services include water, sewer, roads and waste collection (the Council), electricity (Erongo RED) and telecommunications (Telecom, MTC, Paratus).

The load on the existing service infrastructure is unlikely to be significantly increased by the proposed development of the site as an extension to the existing Private School Swakopmund.

The site is easily accessible by vehicles and/or by pedestrians on foot from Aldridge Street and which is well connected to the wider road network. The site has good access via Vrede Rede Avenue and Dr Schwittering Street which are both important and relatively busy traffic collector routes. Local roads are well paved and well demarcated for both vehicles and pedestrians.

Main pedestrian access to the Private School Swakopmund is from Kürmast Street.

5. Proposed Development

There are no detailed development plans available to show how the site can be developed as an extension to the existing Private School Swakopmund. Development will, however, be in accordance with Council requirements such as access, height, coverage and parking provision.

The current General Residential zoning of the site permits the establishment of a Place of Instruction (Private School) with the consent of the Council. Consent use will allow the use of the site for institutional purposes while the rezoning is ongoing.

6. Motivation

Rezoning the site to Institutional and consent use for a Place of Instruction (Private School) use is suitable and beneficial due to the following reasons:

Need and Desirability

The need and desirability of the proposed rezoning and consent use are supported in principle and from a town planning point of view for the following reasons:

[1] Private School Swakopmund is a well established school in Swakopmund that provides much needed specialised education for the youth.

[2] There is a general shortage of "Institutional" erven in Swakopmund, hence the need and desirability for the proposed rezoning and consent use.

[3] A school is considered to be a land use that is complementary to a predominantly residential environment.

[4] School operating hours are from 07h30 to 17h30 which will not disturb surrounding neighbours.

In conclusion, the proposed rezoning and consent use is considered needed and desirable and can be supported in principle.

Location

The site is well located within a residential neighbourhood to minimise learners travel distance by foot or vehicle to and from school. The quality of the travel routes to and from the school are safe and will not require children to travel through busy routes to get to/from school.

It is a good location because it is not along major roads or in a crowded or congested neighbourhood that can generate any disturbances, dust, or noise pollution that can hinder learning at the school. The immediate environment surrounding the school is reasonably attractive and is conducive for learning.

Site Size

The site measures 2,949m², which, together with the existing school on erven 1772/1774 Swakopmund Extension 1 is enough to accommodate a small-scale academic school. This is because the school program does not include activities that require a lot of space such as halls, laboratories and outdoor sports fields.

This site size is also considered suitable as it is sufficient to accommodate the peak enrolment expected, and the land needed for future expansion.

Lastly it is more beneficial to develop on land that the school can afford than to buy rather than a large piece of land which they might struggle to fully utilize, resulting in a waste of money and serviced land.

Physical Characteristics

Since the site is a brownfield and not a greenfield it is more beneficial in the sense that the school will serve an existing population concentration and it will also be more centrally located to serve residents that live in Swakopmund Central, Vineta and Tamariskia. Furthermore, the rezoning and consent use of a brownfield site has the advantage of having been a ready serviced

A brownfield site means that the site topography and soil properties have already been altered to accommodate urban development. Service lines have also been already in use with no problems experienced which is proof that the site is suitable to accommodate any compatible land use.

Land Use Compatibility

Schools, by their very nature, serve residential neighbourhoods, should be a central part of the community and therefore situated in a residential environment. The site is well situated in the heart of an established residential area for the development of a private school as it is well located, is easily accessible and relates well to the surrounding area

There is a great demand for school places in Swakopmund which the public/government school system is unable to accommodate. It is therefore necessary for the private sector in Swakopmund to also provide for education opportunities

The existing land uses, and permitted land uses as determined from the zoning map of the immediate surrounding are all compatible with the proposed private school. This is a predominately residential area and will continue to remain so in future. Therefore, all land uses are and will be compatible with a school

A school serves residential areas and vice versa. A school operates contra to the times that local residents are at home. It is highly unlikely that the school will put pressure on the roads, and services or disrupt the quietness and harmony of the neighbourhood.

Traffic and Parking Impact

A private school is a small-scale school and will therefore not have a significant impact on traffic volumes. Moreover, the existing and surrounding roads cope well with existing traffic. It is unlikely that the private school will cause any additional cumulative traffic, traffic noise, disturbances, and pollution or create any conditions to cause traffic accidents.

Adequate parking, in accordance with Council requirements, will be provided for the proposed development on-site and in the adjacent streets. The wide street frontage of the site will facilitate easy drop off and pick-up of schoolchildren from/onto Aldridge Street: while retaining existing access to/from Kunast Street.

7. Consent Use – Place of Instruction (Private School) on Erf 3622 Swakopmund Extension 1

Consent is hereby requested for a Place of Instruction (Private School) on Erf 3622 Swakopmund Extension 1

- The site is located in a residential area which is a pre-requisite for a school
- The size of the site (together with adjacent erven 1772/1774 Swakopmund Extension 1) is large enough to accommodate a school without negatively affecting the amenity of the local area.
- Building regulations, Town Planning Scheme requirements, Health By-Laws, guidelines and policy and Department of Education, Arts and Culture requirements will be adhered to by the development
- The shape, size and wide street frontage of the site along Aldridge Street also facilitate easy access to and from the site for both pedestrian and vehicular traffic
- The development would not have a significant impact on traffic volumes as the existing and surrounding roads cope well with existing traffic

These are feasible reasons which make erf 3622 Swakopmund Extension 1 suitable to be granted consent for a Place of Instruction (Private School).

8. Public Consultation/Notification

On receipt of this complete rezoning and consent use application and in accordance with Section 107 and Regulations 10 and 12 of the Urban and Regional Planning Act, public notice of this application will be published on site, in the Gazette (1 August 2022), in two newspapers (Namibian and Namib Times on 29 July 2022 and 5 August 2022), notify neighbouring landowners by registered mail and on the Swakopmund Council Head Office Municipal Notice Board.

The closing date for comment/representation/objection will be Monday 22 August 2022.

9. Summary and Conclusion

This rezoning and consent use application to Institutional for a Place of Instruction (Private School) on erf 3622 Swakopmund Extension 1 has merit as:

- The site is large enough to accommodate a small-scale school whose school program does not include activities that require a lot space such as halls, laboratories and outdoor sports fields.
- Central locality of the site will minimise travel distance for learners to and from school.
- The site's immediate surrounding area is conducive for learning as it is not along major arterial roads or close to sources of any type of pollution.
- The current and permitted land uses surrounding the site are predominantly residential, a land use which is compatible with a school.
- The school will operate contra to the times that residents are at home, therefore it is highly unlikely that any form of overcrowding or conflict will occur between these land uses.
- Redeveloping a brownfield is beneficial in the sense that the site is already serviced and the school will serve an existing population threshold.
- The site has double street frontage which will facilitate easy drop-off and pick-up of school learners safely, and will not impact traffic flow, or cause congestion.

Due to these feasible reasons, Council is requested to support this rezoning and consent use application.

10. Documentation

I attach the following documents for a formal rezoning and consent use application:

A. Deed of Transfer
B. Trust Deed
C. Power of Attorney – to follow
D. Trust Resolution – to follow

I look forward to your favourable approval in due course. In the meantime, please feel free to contact me in case of any queries, further clarification or outstanding information/documentation.

Yours faithfully,

Bruce Stewart

Bruce Stewart
Town Planner
STEWART PLANNING
TOWN & REGIONAL PLANNERS
Tel: (064) 280 770 | Email: bruce@sp.com.na

Prepared by me

CONVEYANCER

A J van der Merwe

I hereby certify that in terms of Section 3 (1) read with item 5 (1) of the 1st Schedule of the Stamp Duties Act (Act No. 15/1993) Stamp Duty to the value of N$ [illegible] has been paid and that Receipt No. [illegible] dated [illegible] has been issued.

RECEIVER OF REVENUE
WINDHOEK

DEED OF TRANSFER № [illegible]

BE IT HEREBY MADE KNOWN:

THAT Caitlin Quinn

Appeared before me Registrar of Deeds at Windhoek, he/she the said Appearer being duly authorised thereto by a Power of Attorney granted to him/her by

PETRA CLAUDIA PREUSS
IDENTITY NUMBER 690921 0067 0
unmarried

dated the 18th day of MARCH 2021 and signed at SARDINIA and the said Appearer declared that his/her said constituent had truly and legally sold on 24th NOVEMBER 2020

- 2 -

and that he the in his/her capacity aforesaid, did by these presents, cede and transfer in full and free property to and on behalf of

The Trustees for the time being of the
PRIVATE SCHOOL SWAKOPMUND FOUNDATION TRUST
Trust Registration Number: T 140/97

their Successors-in-Office or Assigns

CERTAIN	Erf № 3622 (a portion of Erf 1772) SWAKOPMUND (extension № 1)
SITUATE	in the Municipality of SWAKOPMUND Registration Division 'G', ERONGO REGION
MEASURING	2849 (Two Eight Four Nine) square metres
FIRST	transferred by Deed of Transfer № T 3560/1990 with Diagram № A713/87 relating thereto
HELD BY	Deed of Transfer № T 942/2019

SUBJECT to the following conditions imposed in terms of the Urban and Regional Planning Act, 2018 (Act № 5 of 2018), namely:-

IN FAVOUR OF THE LOCAL AUTHORITY

A The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to, the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Rural Planning Act, 2018 (Act № 5 of 2018)

B The building value of the main building, excluding the outbuildings to be erected on the erf shall be less than four times the prevailing valuation of the erf

WHEREFORE the Appearer, renouncing all the right and title which the said TRANSFEROR heretofore had to the premises, did, in consequence also acknowledge the said TRANSFEROR to be entirely dispossessed of, and divested to the same; and that by virtue of these presents the said TRANSFEREES, their Successors-in-Office or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights, and finally acknowledging that the Purchase price is **N$ 3,200,000.00**

SIGNED at WINDHOEK, on 2021-04-09, together with the Appearer and confirmed with my seal of office

Signature of Appearer

In my presence

DEPUTY REGISTRAR OF DEEDS

REGISTRAR OF DEEDS

MINISTRY OF LAND REFORM

ANNEXURE B - PUBLIC CONSULTATION

No. 366 2022

REZONING AND CONSENT USE TO ERF 3622, SWAKOPMUND EXTENSION 1

REZONING: GENERAL RESIDENTIAL TO INSTITUTIONAL
CONSENT USE: PLACE OF INSTRUCTION (PRIVATE SCHOOL)

Stewart Planning has been appointed, as above, and in terms of the Swakopmund Town Planning Scheme and Urban and Regional Planning Act, for the rezoning of Erf 3622, Swakopmund Extension 1 (3 Aldridge Street, between Kühnast and Omeg Streets, Swakopmund Extension 1) from General Residential to Institutional.

Erf 3622, Swakopmund Extension 1 is vacant and undeveloped and has an area of ±3,000m². It is situated in north-central Swakopmund in a well-established predominantly residential but mixed-use neighbourhood and wedged between Vineta and Tamariskia.

The intention of this rezoning and consent use application is for permission to establish a Place of Instruction (Private School) on Erf 3622 Swakopmund Extension 1 as an extension to the existing and adjacent Swakopmund Private School situated on Erven 1772 and 1774, Swakopmund Extension 1. The full application is available to download from www.sp.com.na/projects or can be inspected at the Town Planning Department of the Municipality of Swakopmund, Room Number CO-12, corner of Rakotoka and Daniel Kamho Streets, Swakopmund.

Take note that any person that has objections to the proposed rezoning may lodge such objection, in writing, together with grounds thereof, with the Municipality of Swakopmund: Town Planning and the applicant not later than 16h30 on **Monday 22 August 2022.**

MUNICIPALITY:
Chief Executive Officer
Municipality of Swakopmund
Town Planning Section
P.O. Box 53, Swakopmund
Tel.: 064-410 4418
Email: jangolo@swkmun.com.na

APPLICANT
Stewart Planning,
P O Box 2095, Walvis Bay
Email: bruce@sp.com.na
Tel.: 064 280 770

ANNEXURE B

NOTICES

NOTICE OF CONSENT APPLICATION IN TERMS OF THE WALVIS BAY TOWN PLANNING SCHEME

CONSENT: Home-based Business (Cash Loan) **ON ERF NO:** 6012 **TOWNSHIP/AREA** Kuisebmond **STREET NAME & HO:** Yellowtail Street, No 6012

In terms of the Walvis Bay Town Planning Scheme, notice is hereby given that I/we, the undersigned, have applied to the Municipality of Walvis Bay for permission to erect/establish on the site stat: **Home-based Business (Cash loan)**

Plans may be inspected or particulars of this application may be obtained at Town Planning, First Floor, Room 101 & 105, Civic Centre.

Any person having any objection to the approval of this application, must lodge such objection, together with grounds thereof, with the General Manager: Roads and Building Control, (Town Planning), Private Bag 5017, Walvis Bay and the applicant, in writing, not later than: **12 August 2022**

NAME AND ADDRESS OF APPLICANT: Elakim P. Mattias, PO Box 4202, Walvis Bay, Email: elakimmatias@gmail.com

NOTICES

NOTICE

CONSENT USES, ERECTION OF BUILDING AND USE OF LAND IN TERMS OF SWAKOPMUND ZONING SCHEME REGULATIONS

Notice is hereby given in terms of Clause 6 of the Swakopmund Zoning Scheme Regulations that the Town Council considers the following consent uses, erection of buildings and use of land, details of which are obtainable from the General Manager: Engineering and Planning Services.

Industrial Mining Instrument and Electrical Engineering herewith intends to apply to the Municipality of Swakopmund for a Resident Occupation special consent to operate an "**Administrative Office**" on the premises of erf 3107, (17 Nelken Street) Swakopmund Ext 9.

Any person having any objections against such application should lodge such objection/s in writing and within 14 days of the last publication to the Swakopmund Municipality and the applicant, during normal business hours.

Closing date for objections or comments is **12 August 2022**.

Contact person: Mrs C. Waldeck, cell: 081 432 3247
Email:
Or
Mr. J. Hatta (Manager: Town Planning)
Tel: +264 (64) 4104403.

MUNICIPALITY OF WALVIS BAY

Notice is hereby given in terms of Section 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended, that the Council of the Municipality of Walvis Bay intends to sell, by pri-vate transaction, Erven 5892 and 5893 Walvis Bay Extension 5, situated along Johannes Mungala Avenue, for industrial purposes to Epic Walvis Bay Property (Pty) Ltd/-Murry Investments (Pty) Ltd (the applicant own both companies)

Description:
Erf 5892 (a 231m² portion of Remainder Portion 72 of Walvis Bay Town and Town-lands No.1) Walvis Bay Extension 5; and
Erf 5893 (a 50m² portion of Consolidated Erf 1397) Walvis Bay Extension 5

Area:
281m² (0.0281 Hectares)

Zoning:
Formerly zoned "Street" and to inherit the "Industrial" zoning upon consolidation with the adjacent property

Purchase Price:
N$288,000.00 - exclu-ding VAT (N$1028.00/-m²) plus N$43,320.00 (15% VAT)
Total price:
N$332,100.00
(N$1182.00/m²).

An additional amount equal to 10% of the pur-chase price (N$33,219.[illegible] - exclu-ding VAT) is paid to be paid by [illegible] applicant on the date [illegible] sale toward the Coun[illegible] landscaping fund.

Full particulars p[illegible] taining to the [illegible] sale by private tr[illegible] action will be open [illegible] inspection by interes[illegible] persons until W[illegible] nesday 10 August 2[illegible] at Room 45, Munic[illegible] Offices, Kuisebm[illegible] For more informa[illegible] Ms Mutenda Matusa[illegible] be contacted at telep[illegible] (064) 201 3235 d[illegible] office hours.

Any person objecting [illegible] the proposed sale [illegible] objection, [illegible] the grounds thereof to the Ma[illegible] Housing and Proper[illegible] the below address [illegible] Private Bag 5017, W[illegible] Bay, before o[illegible] Monday, 15 Au[illegible] 2022 at 12:00

Jack Matutu
Manager: Housing [illegible] Properties
Tel: (064) 201 3338
Email:
jmatutu@walvisba[illegible]cc.org.na

MUNICIPALITY OF SWAKOPMUND

Intention to lease a portion of the Remainder of Portion B of the Farm Swakopmund Town and Townlands No.41 (located east of block 36)

Notice is hereby given in terms of the provisions of Section 80 (2) of the Local Authorities Act, Act 23 of 1992, as amended, that the Municipal Council of Swakopmund intends to lease site to PowerCorp (Pty) Ltd to build up their network base stations

Location	Size	Erf No
A portion of the Remainder of Portion B of the Farm Swakopmund Town and Townlands No. 41 (located east of block 36)	Local Authority	200 m²

Municipal Council of Swakopmund intends to enter site lease agreements with PowerCorp (Pty) Ltd for a BTS site as indicated in the table above. The lease periods will be 5 years

Full particulars of the above lease transactions will be for inspection in Room BO - 22 A, between 07:30 - 16:00 weekdays until Friday 5 August 2022. Contact person is Ms N Guesel at 064) 410414.

Any person objecting to the proposed lease may lodge such objections in writing, duly motivated, to the Chief Executive Officer, not later than 12:00 on Tuesday, 09 August 2022

Take note: no objection via e mail will be considered. The objection must be made by delivering a hard copy to the office of the Chief Executive Officer and supplying a return postal address and telephone number.

Enquiries: Ms N Guesel
E-mail:
Fax: 064 414 414
Notice No: 49/2022

A Simpson
CHIEF EXECUTIVE OFFICER

Public Notice
Walvis Bay Urban Structure Plan 2022 – 2042
Consultation Public Meetings

Urban Dynamics, in cooperation with Bigen Kaumba, Enviro Dynamics, Urban Design Studio Namibia and Stewart Planning, has been appointed by the Walvis Bay Municipality to prepare an Urban Structure Plan for Walvis Bay which will guide development of the town over the next 20 years.

An Urban Structure Plan or Integrated Land Use Plan is a spatial planning tool for guiding development within a town or a region for a period of time ranging between 15 to 30 years.

The Walvis Bay public is therefore invited to attend one of the following public meetings where the consultant team will present the Walvis Bay Urban Structure Plan Consultation Draft for public input.

- Monday 1 August @ 18:00: Narraville Community Hall
- Wednesday 3 August @ 18:00: Walvis Bay Town Hall
- Thursday 4 August @ 18:00: Kuisebmond Training Centre (Municipal Building)

For persons interested to register as an 'Interested and Affected Party' or for any further information please contact:

Bruce Stewart – Stewart Planning
E:
T: 064 280 770
M: 081 170 0880

LIQUOR ACT, 1998

NOTICE OF APPLICATION TO A MAGISTRATE IN TERMS OF THE LIQUOR ACT, 1998

Notice is hereby given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Magistrate of the District of Swakopmund.

1. Name and postal address of applicant: **B Z N Bar and Restaurant CC, PO Box 4871, Walvis Bay, Namibia.**
2. Name of Licensed business to which application relates: **B Z N Bar and Restaurant CC.**
3. Address/location of licensed premises to which application relates: **Shop No 3, The Courtyard, Tobias Hainyeko Street, Swakopmund.**
4. Nature and details of application: **Application for change of Trade Name of Licensed Business - From: Rendezvous Bar Zander Nana.**
5. Where application will be lodged: **Magistrate, District Swakopmund.**
6. Date on which application will be lodged: **10 August 2022.**

Any objection or written submission in terms of section 28 in relation to the application must be sent or delivered to the magistrate of the District, to reach the Magistrate not later than 7 days after the date on which the application is lodged.

NOTICES
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NOTICES

REZONING AND CONSENT USE NOTICE

ERF 3622 Swakopmund Extension 1
REZONING: General Residential To Institutional
CONSENT USE: Place Of Instruction (private School)

Stewart Planning has been appointed, as above, and in terms of the Swakopmund Town Planning Scheme and Urban and Regional Planning Act, for the rezoning of erf 3622 Swakopmund Extension 1 (2 Aldridge Street, between Kilbrant and Cheng Streets, Swakopmund Extension 1) from General Residential to Institutional

Erf 3622 Swakopmund Extension 1 is vacant and undeveloped and has an area of +3,000m². It is situated in north-central Swakopmund in a well-established predominantly residential but mixed-use neighbourhood and wedged between Vineta and Tamarisken.

The intention of this rezoning and consent use application is for permission to establish a Place of Instruction (Private School) on Erf 3622 Swakopmund Extension 1 as an extension to the existing and adjacent Swakopmund Private School situated on Erven 1772 and 1774 Swakopmund Extension 1.

The full application is available to download from or can be inspected at the Town Planning Department of the Municipality of Swakopmund, Room Number CO-12, corner of Rakotoka and Daniel Kambo Street, Swakopmund.

Take note that any person that has objections to the proposed rezoning may lodge such objection, in writing, together with grounds thereof, with the Municipality of Swakopmund Town Planning and the applicant not later than 16:30 on Monday 22 August 2022.

MUNICIPALITY:
Chief Executive Officer
Municipality of Swakopmund
Town Planning Section
P.O. Box 53, Swakopmund
T: 064 410 4418
E:

APPLICANT
Stewart Planning
PO Box 2095, Walvis Bay
E:
T: 064 280 770

MUNICIPALITY OF WALVIS BAY

OPEN ADVERTISED BID INVITATION

Procurement No	:	NCS/OAB/MWB-45/2022
Description	:	Insurance and Broker Services (4-year contract)
Scope	:	To provide a comprehensive insurance and insurance broker service to the Municipality of Walvis Bay
Closing date	:	Monday 29 August 2022 at 11:00
Documents		Available from Ms. Felicia Pritzlaff, Room 201, Civic Centre, Nangolo Mbumba Drive, Walvis Bay (Tel 064 2013208; e-mail fpritzlaff@walvisbaycc.org.na)
Document cost		N$ 300.00 (non-refundable) per bid document
Submission address		Bid Box, Foyer of Civic Centre, Nangolo Mbumba Drive, Walvis Bay

NOTICES

REZONING AND CONSENT USE NOTICE

ERF 3622 Swakopmund Extension 1
REZONING: General Residential To Institutional
CONSENT USE: Place Of Instruction (private School)

Stewart Planning has been appointed, as above, and in terms of the Swakopmund Town Planning Scheme and Urban and Regional Planning Act, for the rezoning of erf 3622 Swakopmund Extension 1 (3 Aldridge Street, between Kuhonat and Omug Streets, Swakopmund Extension 1) from General Residential to Institutional.

Erf 3622 Swakopmund Extension 1 is vacant and undeveloped and has an area of 1,000m². It is situated in north-central Swakopmund in a well-established predominantly residential but mixed-use neighbourhood and wedged between Vineta and Tamariskia.

The intention of this rezoning and consent use application is the permission to establish a Place of Instruction (Private School) on Erf 3622 Swakopmund Extension 1 as an extension to the existing and adjacent Swakopmund Private School situated on Erven 1772 and 1774 Swakopmund Extension 1.

The full application is available to download from www.stewartplanning.com or can be inspected at the Town Planning Department of the Municipality of Swakopmund, Erven Number CO-32, corner of Rakotoka and Daniel Kamho Street, Swakopmund.

Take note that any person that has objections to the proposed rezoning may lodge such objection, in writing, together with grounds thereof, with the Municipality of Swakopmund Town Planning and the applicant not later than 16:30 on Monday 22 August 2022.

MUNICIPALITY:
Chief Executive Officer
Municipality of Swakopmund
Town Planning Section
P.O. Box 53, Swakopmund
T: 064 410 4416
E: [illegible]

APPLICANT
Stewart Planning
PO Box 2095, Walvis Bay
E: [illegible]
T: 064 205 733

NOTICE OF CONSENT APPLICATION IN TERMS OF THE WALVIS BAY TOWN PLANNING SCHEME

CONSENT: Accommodation Establ. (Guest house) **ON ERF NO:** 4046 **TOWNSHIP/AREA:** Walvis Bay **STREET NAME & NO:** Nangolo Mbumba Street

In terms of the Walvis Bay Town Planning Scheme, notice is hereby given that I/we, the undersigned, have applied to the Municipality of Walvis Bay for permission to erect/establish on the site/erf/ten. Guest house.

Plans may be inspected or particulars of this application may be obtained at Town Planning, First Floor, Room 101 & [illegible] Civic Centre.

Any person having any objection to the approval of the application, must lodge such objection, together with grounds thereof, with the General Manager, [illegible] and Building Control, (Town Planning), [illegible] applicant, on or not later than: **25 August 2022.**

NAME AND ADDRESS OF APPLICANT: Carlo van der Merwe, PO Box 2431, Walvis Bay

SCHOEMANS OFFICE SYSTEMS

SALES PERSON REQUIRED FOR ERONGO REGION

Requirements
A diploma in Sales, Marketing or related field.
At least 3 years relevant working experience.
Position available in Walvis Bay.

Responsibilities
Sales initiatives for Erongo Region.
To increase sales through quotations, tenders, client relationships and other sales initiatives with thorough product knowledge and client requirements.

Please forward CV's to
info@schoemans.com.na
On or before 16 August 2022.

VACANCIES

ISWB

Every year nearly a million **students** worldwide prepare for their future with an education from Cambridge International

New enrolments: Win a month free school fees when you register before end of October 2022! Visit: iswb.com.na and APPLY TODAY

The International School of Walvis Bay is an independent, top achieving school founded in 2008. The school offers the Cambridge Curriculum – A FULLY ACCREDITED CAMBRIDGE SCHOOL, and produces students who are armed with one of the best qualifications worldwide. Students acquire skills to excel in the 21st Century.

We are united in our mission to solve real-world problems for a better tomorrow.

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Cambridge is the world's leading provider of international education for 5 to 19 years old. Programmes stretch, challenge and inspire students of all abilities, whatever their cultural context.

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Cambridge programmes are recognized and valued by universities all around the world – including in the USA, the UK, Australia, Canada, Germany and beyond.
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Our approach helps students and teachers to become confident, responsible, reflective, innovative and engaged.

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5 to 11 years old
A broad balanced curriculum
10 subjects including ICT, Drama and Music

CAMBRIDGE LOWER SECONDARY
11 to 14 years old
A broad balance curriculum
10 subjects including Choir, ICT and Chess

CAMBRIDGE UPPER SECONDARY (IGCSE)
14 to 16 years old
Minimum of 7 subjects including Computer Science, Design & Technology

CAMBRIDGE ADVANCED (AS and A Level)
16 to 19 years old
Subjects of choice including Physology, Economics

Visit: cambridgeinternational.org/programmes

Highly qualified, dedicated teachers committed to serve their students

Come and see for yourself
Cambridge Open Day
In August 2022 on the school campus

Contact details
Phone: 064 203 995
Email: admin@iswb.na
86 Hage Geingob Street, Walvis Bay, Namibia

Swakopmund Municipality Procurement Management Unit

OPEN NATIONAL BID INVITATION

PROCUREMENT NO	WONB/SM-004/2022
DESCRIPTION	Construction of New Main Sewer Line, McHugh Street
SCOPE	Construction of 0200mm gravitational line connecting to existing sewer lines along Hidipo Hamutenya Avenue and Mc Hugh Street Swakopmund
PREREQUISITES	Bidder shall demonstrate to have completed similar scope of works within the last five (5) years
PRE-BID MEETING	Friday, 19 August 2022, at 11:00 in the Training Room of the Swakopmund Municipal Building, c/o Rakotoka Street & Daniel Kamho Avenue, Swakopmund
SITE INSPECTION	After the pre-bid meeting
CLOSING DATE	Monday, 05 September 2022 at 11:00
DOCUMENTS	Available at the Cashiers at the Swakopmund Municipal Building, c/o Rakotoka Street & Daniel Kamho Avenue, Swakopmund
LEVY	N$ 200.00 (non-refundable, VAT incl.)
ENQUIRIES ADMINISTRATIVE TEL	N Shipena [illegible] +264 – 64 – 410 4400
TECHNICAL TEL	T Pungelor [illegible] +264 – 64 – 483155

The bids (1 original + 1 copy) must be in sealed envelopes and clearly marked on the front WONB/SM-004/2022-Construction of New Main Sewer Line, McHugh Street and addressed to the Head of the Procurement Management Unit. Bidder's name & address must be clearly marked on the back of the sealed envelopes. Bids must be placed in the BID bid box on the Ground Floor of the Swakopmund Municipal Offices, c/o Rakotoka Street & Daniel Kamho Avenue, Swakopmund or posted to the Head of the Procurement Management Unit, P.O. Box 53, Swakopmund.

Notice: 470/2022

Mr. A. Benjamin
Chief Executive Officer

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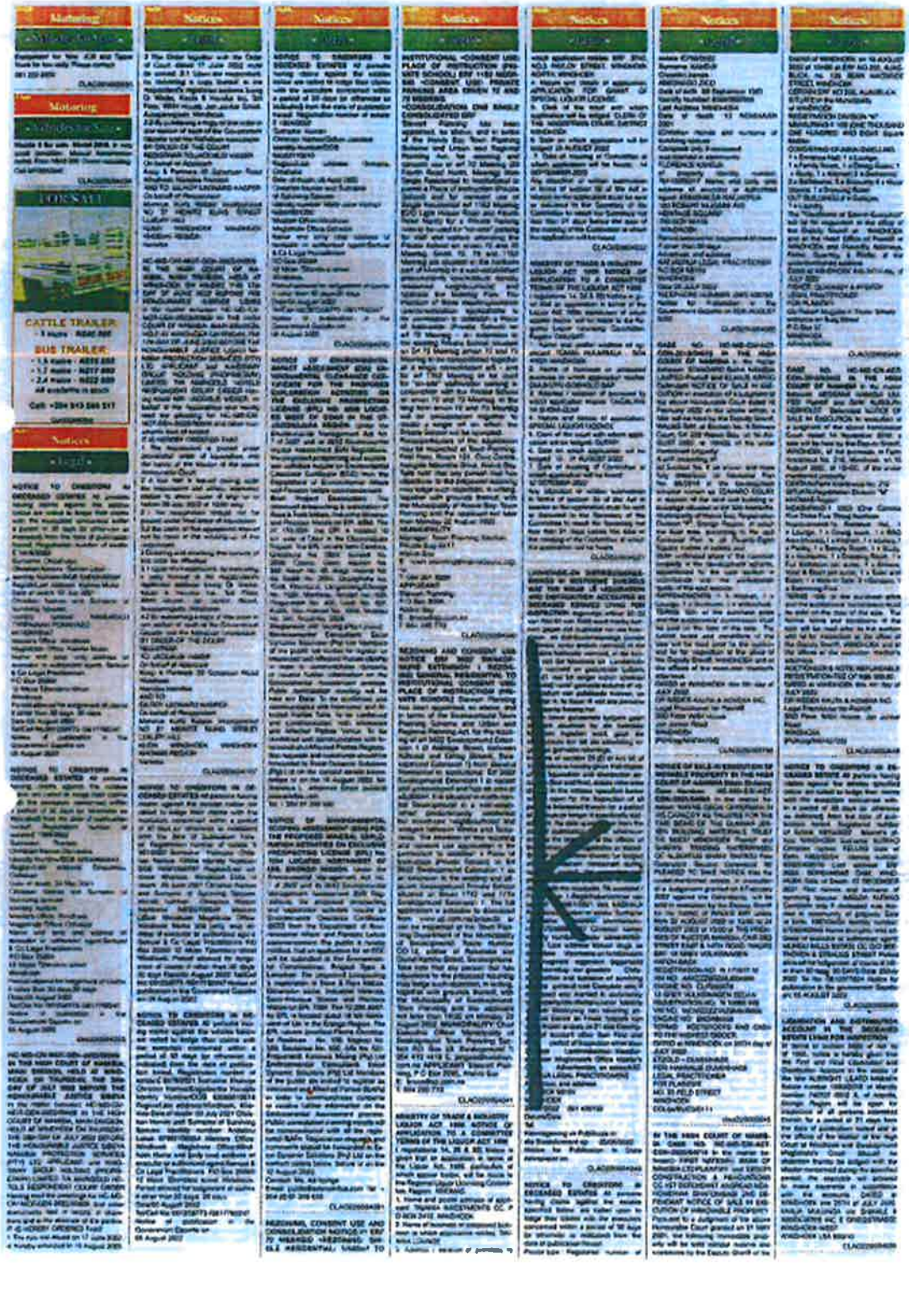
PUBLIC NOTICE: ENVIRONMENTAL IMPACT ASSESSMENT



LIST OF REGISTERED ITEMS POSTED

by STEWART TOWN PLANNING cc
P O BOX 2095
WALVIS BAY

NAM POST

Sender's Reference No	Addressee's Name and Address	Registration No
1	Ministry of Works & Transport Private Bag 5021 SWAKOPMUND BA 000 736 373 NA	
2	Private School Swakopmund Property P O Box 4053 VINETA BA 000 736 387 NA	
3	Koh-I-Nor Body Corporate P O Box 4580 VINETA BA 000 736 395 NA	
4		
5		
6		

11.1.8 **REVIEW AND REORGANIZATION OF MOBILE KIOSKS IN THE CENTRAL BUSINESS AREA**
(C/M 2022/10/27 - 14/1/3/1)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **8.4** page **44** refers.

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

1. Introduction

The purpose of this submission is for the Management Committee to consider creating new business sites to better manage the Food Truck activities in a manner that improves the image of Swakopmund and at the same time address the needs and interests of all the residents.

2. Background

Mobile food trucks have become increasingly popular in the world and in Swakopmund in particular. This is so because - food trucks provide diverse food options to tourists and locals alike. In addition, this business has over the years added value to the existing food landscape in Swakopmund by bringing more special gourmet food to the street, generating employment, and enabling small businesses to enter the food retailing business. For this reason, the Swakopmund Municipality has demarcated several sites for this purpose namely:

(i) 3 x North of the Swimming
(ii) 3 x North of the Ministry of Fisheries
(iii) 3 x North of old skateboard ramp area
(iv) 5 x at erf 118 (Opposite the prison)
(v) 3 x South of the Tennis Court

3. Current situation

There are seventeen Food Truck sites in the CBD and surrounding area. Despite these numbers, the Economic Development Services Department is still being inundated with applications and requests from residents who want to set up food truck businesses in Swakopmund. These requests clearly demonstrate the demand for establishing new sites.

On the other hand, Council has been flooded with complaints from some resident particularly along the beach, demanding the relocation of certain food trucks for various reasons such as blocking of sea view, smelling of food, disregarding of the town planning scheme by the municipality by allowing food trucks to operation at the beach area without following the due process" etc.

4. Brainstorming Exercise

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

5. Outcome of the Brainstorming Exercise

It transpired during the discussion that the Town Planning Scheme Number 12 forbids, any person including the Council from erecting any building (temporary or permanent) at the beach area without the Council's consent. As such, the applicant is required first to advertise his/ her intention in a local newspaper at his/her own expense for two consecutive weeks. Additionally, such notice should be posted on a notice board at the site of interest where after, the municipality will then submit the application to the Council for consideration. It became clear that the above condition was not complied with by the Council.

6. Proposals

Since the action regarding the placement of the local food truck was done against the legal requirements, the brainstorming session suggested the following measures to rectify the situation:

- *That all applications to lease the food truck sites be put on hold until Council reorganizes and relocates the existing food trucks.*
- *That food trucks be categorized into two groups i.e.,* ***those preparing food on-site*** *(mobile restaurant) and* ***those serving ready to eat food, ice cream etc****.*
- *That those food trucks preparing food on site be required to have extractive fan and fatty traps in their trucks.*
- *That owners of food trucks ensure that their vehicles are properly licensed and permitted to operate in terms of all applicable laws before any lease agreement (new or renewal) is signed.*
- *That like any other food preparation building, food trucks be inspected by the health department to review and verify that the food is being prepared, maintained, and created in a safe manner.*
- *That those food trucks preparing food on site be required to have extract fan and fat traps in their trucks.*
- *That the fire brigade section be required to do routine inspections to all food trucks, especially those using cooking equipment on board to ensure that they comply with fire regulations.*
- *That a checklist for registering food trucks be developed to ensure that applicants adhere to all legal instruments before a lease agreement is signed.*
- *That food truck sites only be allowed at the following sites:* ***north of aquarium, tennis court, parking area opposite the Statehouse, Saturday Market (Daniel Kamho Ave) erf 118 opposite Swakopmund Prison***
- *That the Engineering and Planning Services department identifies new Food Truck sites in the* ***Industrial Area*** *and along the Daniel Kamho Street and that sufficient electrical points and fixed ablution facilities be developed at these areas.*
- *That the mole and old skateboard area only be used for special events and the current mobile kiosks in these areas be moved to the newly created area.*
- *That a notice be placed at various notice boards, and on social media informing the public that Council has reviewed the food truck area effective from February 2023.*
- *That the Municipality of Swakopmund develop a policy that guides the food truck business in Swakopmund.*

7. Conclusion

With this initiative, the Municipality of Swakopmund recognizes the need to accommodate and support the Food Truck business by putting measures and systems in place that lawfully support this sector thus creating an enabling environment for economic growth and employment creation.

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

RECOMMENDED:

(a) That all applications to lease the mobile kiosk sites not be renewed.

(b) That mobile kiosks be categorized into two groups i.e., those cooking on-site (mobile restaurant) and those serving ready-to-eat food.

(c) That the mobile kiosks cooking on-site be required to have extractor fan and fat traps in their trucks.

(d) That owners of mobile kiosks ensure that their vehicles are properly licensed and permitted to operate in terms of all applicable laws before any lease agreement (new or renewal) is signed.

(e) That like any other food preparation building, food trucks be inspected by the health department to review and verify that the food is being prepared, maintained, and created in a safe manner.

(f) That the fire brigade section be required to do routine inspections to all mobile kiosks, especially those using cooking equipment on board to ensure that they comply with fire regulations.

(g) That a checklist for registering mobile kiosks be developed to ensure that applicants adhere to all legal instruments before a lease agreement is signed.

(h) That mobile kiosk sites be allowed at the following sites: north of aquarium, tennis court, parking area opposite the Statehouse, Saturday Market (Daniel Kamho Ave) erf 118 opposite Swakopmund Prison.

(i) That the Engineering and Planning Services department identifies new mobile kiosk sites in all suburbs and Industrial Area and that sufficient electrical points and fixed ablution facilities be developed at these areas.

(j) That the mole and old skateboard area only be used for special events and the current kiosks in these areas be moved to the newly created area.

(k) That a notice be placed on various notice boards, and on social media informing the public that Council has reviewed the mobile kiosk area effective from February 2023.

(l) That the Municipality of Swakopmund develop a policy that guides mobile kiosk businesses in Swakopmund.

11.1.9 **SWAKOPMUND MUNICIPALITY BEACH RECREATION ACCESS PLAN**
(C/M 2022/10/27 - 1/1/2/15)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **8.5** page **48** refers.

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

1. INTRODUCTION

This submission seeks permission from Council to approve the attached Swakopmund Municipality Beach Access Plan, which is aimed to establish designated sites where recreational activities may be permitted regulated, controlled, or prohibited.

2. BACKGROUND

Swakopmund is a well-known coastal resort that attracts many recreational users on both a casual and organized basis. For this reason, the Council is receiving countless applications from residents and visitors to host a variety of events along the beach, particularly during the festive season. Users always compete for the "best sites or spots," which encourages conflicts and disagreements.

At times, allegations of favouritism are made when Council allocates sites for events in the past. This situation is further aggravated by the absence of a Beach Access Plan which designates zones where certain recreational activities are permitted, restricted, prohibited or regulated

3. PURPOSE OF THE PLAN

The purpose of this plan is to effectively manage and control recreational activities that are taking place on the beach. Recreation in this context refers to ***all beach related activities that individuals choose to refresh and recharge***

their bodies and minds and make their leisure time more interesting and enjoyable – These activities include triathlon, swimming, beach soccer/ netballs, kayaking, surfacing, etc.

To control crowding at one venue for numerous activities and to clearly identify which location is designated for a certain activity, this plan will be utilized as a guide for decision-making. The document will significantly simplify the application and approval processes for both residents and staff members. Transparency, consistency, and prompt decision-making will eventually be enhanced.

4. AREA COVERED BY THIS PLAN

This Plan is applicable to the beach area stretching from the Swakop river to the northernmost beacon of the caravan park known as Mile 4, including the land between the low tied mark and fist proclaim street or surveyed erf or 100 meters eastwards from the low tied mark, whichever is the nearest to the low tide mark.

The attached map (**Annexure "A"**) is divided in numbers indicating which site is appropriate for each stretch of coastline. In light thereof, this Plan makes provision for but is not restricted to various activities in designated areas of the coastline as per the attached map and is tabled below:

TYPE OF ACTIVITY	*DESIGNATED AREA*
Boat launching	*4*
Free-style jet skiing	*10*
Kayaking	*5, 10*
Picnicking / Sunbathing	*1-10*
Sailing	*6*
Surfing	*11,7*
Swimming	*5,11*
Water skiing	*10*
Treasure Hunting	*3*
Beach volleyball	*5,7,9, 6*
Beach Soccer	*7,9*
Triathlon	*5*
Wedding	*1,2,3,6, 9*
Kiddies Entertainment	*7*

5. LEGAL IMPLICATIONS

The Swakopmund Beach, Parks and Jetty Regulations, which seek to safeguard and preserve our beach, recreational parks, and jetty, while individuals still enjoy themselves when visiting the beach, are now being updated by Council.

This Swakopmund Beach Access Plan is in line with the Swakopmund Beach, Parks, and Jetty Regulations which gives Council the authority I to declare, restrict or close off any area for a particular use.

As a result, this plan will therefore complement Council's Beach Regulations. When residents and visitors wish to host activities at the beach, they will be subjected to follow the event application guidelines that will be reviewed and approved by the Events Committee.

6. CONCLUSION

The development of a beach access plan will assist Council to effectively control and manage recreational activities along the beach and to resolve conflicts disagreements amongst beach users.

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

RECOMMENDED:

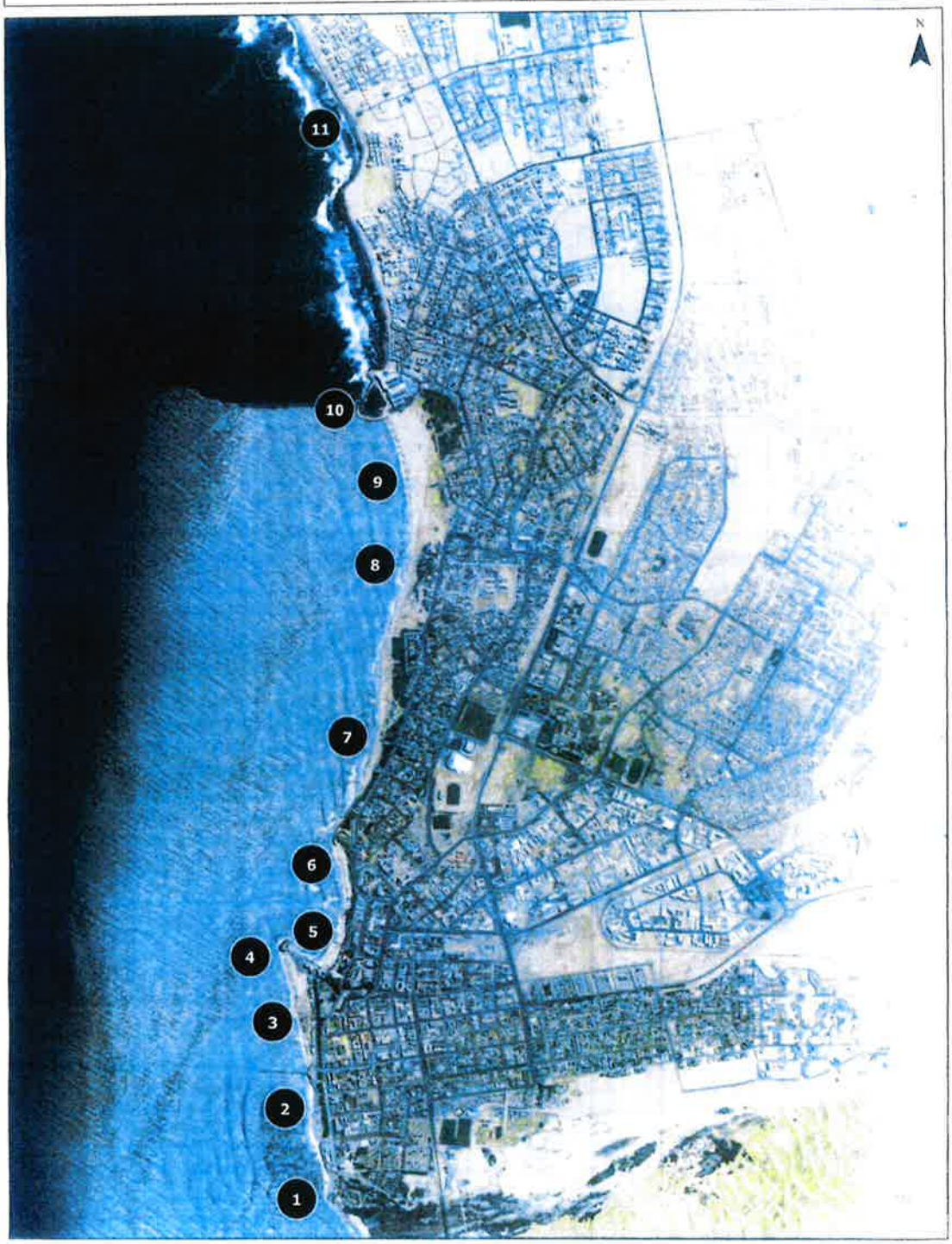
(a) That the Management Committee approves the proposed Swakopmund Beach Access Plan.

(b) That any recreational events at the beach be subject to the Swakopmund Beach Access Plan and be approved by the Event Committee.

(c) That the Swakopmund Beach Access Plan be shared on Municipal media platforms and through various public meetings to raise awareness.

ANNEXURE "A"

SWAKOPMUND COASTLINE



Swakopmund Municipality
Department: Engineering & Planning Services
GIS Office
Tel: 064 414 933
Map Date: August 2022

11.1.10 **TRANSFER OF FUNDS TO 2022/2023 FINANCIAL YEAR: MONDESA SEWER PHASE 4**
(C/M 2022/10/27 - 3/1/1/1/1)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **8.6** page **52** refers.

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

1. PURPOSE

The purpose of this submission is to request permission from the Management Committee to transfer funds from 2021/2022 capital budget as in Vote: 75 00 310 077 00 [Mid Block Sewers Replacement Phase 4] to the 2022/2023 financial budget as a continuation project to ensure that sufficient funds are available to complete the Rehabilitation of Sewer System, Phase 4: Mondesa.

2. BACKGROUND

The contract W/ONB/SM-006-2020 was awarded to Quiver Tree Investments Pty Ltd on 09 September 2020.

The project involves construction of new Sewer Infrastructures complete with house connections at four different (sites) streets located in the Mondesa suburb. These streets are Festus Gonteb, Erich Tjiriange, Hellao and Khuruseb.

The purpose for the project is to replace the existing mid-block sewer system in Mondesa suburb with new sewer systems located on the sidewalks and in the middle of the road.

3. PROJECT STATUS TO DATE

The overall progress of the project is 81% with Khuruseb street fully completed. The main sewer lines are complete for the other three streets with most of the outstanding work being the erf connections. The Contractor's progress has been extremely slow due to the hard rock and in some areas underground water.

Due to the extreme hard rock, a change in the scope of works was done on the project to enable for it to be completed. For the project to continue (and its completion) there is a need to carry over this project as a continuation for the 2022/2023 capital projects.

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

RESOLVED: (For Condonation By Council)

(a) That the General Manager: Finance be granted permission to transfer the amount of N$4 972 665.15 to Vote: 750031007700 [Mid-Block Sewers Replacement Phase IV] from the 2021 / 2022 financial budget to the 2022 / 2023 financial budget.

(b) That the vote be included on the Capital Budget 2022 / 2023 as a continuation project

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11.1.11 **SWAKOPMUND AGAINST DRUG AND SUBSTANCE ABUSE**
(C/M 2022/10/27 - 17/3/17)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **10.9** page **160** refers.

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

Attached proposal was received from Honourable Councillor Blasius Goraseb. The self-explanatory proposition deals with the increase of drug and alcohol abuse, drug trafficking, and related criminal activities in Swakopmund. Trade in both legal and illegal drugs has become an extraordinary profitable endeavour, and with more traders in the field, many more people are influenced to use drugs. Although alcohol abuse is one of the most prevalent drug problems in Swakopmund, illicit drug use is on the increase. Furthermore, Namibia has become a transit route for the trafficking of hard drugs, which means that a local market for hard drugs might be on the increase.

Drug abuse is a complex problem, cutting across the Ministries of health, safety and social welfare, NGOs, and local community groups. Therefore, a comprehensive Multidisciplinary approach in combating of drug abuse is a requisite also for the control of supply, the suppression of illicit trafficking, and the treatment and rehabilitation of drug dependent community members.

Drug abuse has taken a heavy toll on individual families and community of Swakopmund, recently claiming lives. The sad reality, however, is that the substance abuse phenomenon is growing at a rate that cannot be matched by the services to prevent and treat problems stemming from abuse. It is therefore important for the local government to take the lead at grassroot level to develop strategies for combating drugs abuse.

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

RECOMMENDED:

(a) **That Council approves a round table discussion.**

(b) **That the relevant stakeholders be identified and invited to the round table discussion.**

(c) **That suitable date and venue be identified in November 2022.**

(d) **That Councillor B R Goraseb be delegated to moderate on behalf of Council.**

Councilor Blasius R !Goraseb – Local Authority Councilor – Swakopmund
+264811405339 bgoraseb@swkmun.com.na or goraseb@gmail.com

FOR INCLUSION IN OCTOBER 2022 MANAGEMENT COMMITTEE MEETING AGENDA

SWAKOPMUND AGAINST DRUG AND SUBSTANCE ABUSE

1. Introduction/ Purpose

1.1 Drug and alcohol abuse, drug trafficking, and related criminal activity remain serious problems that affect the lives of most residents of Swakopmund. There is a need for the leadership of Swakopmund to pursue and promote an approach that combines prevention, treatment, and enforcement to break the cycle of substance abuse and crime.

1.2 Forging sound and effective strategies requires broad collaboration from central and local governments pooling their resources; education, health, and law enforcement officials sharing ideas and data; business, and nonprofit sectors building alliances, all in service of the common goal of combating substance abuse. These problems affects us all, therefore we all need to be part of the solutions.

2. Background

2.1 Substance abuse is one of the most pervasive problems facing our residents, causing high health care costs, lost productivity, related crime, and other social costs, and contributing significantly to deaths each year. In order to find redress for the devastating effects of illicit drug and alcohol abuse, all Swakopmund stakeholders must jointly develop best practices in prevention, treatment, and law enforcement.

2.2 Prevention, treatment, and law enforcement strategies, act in concert with one another, comprehensively addressing substance abuse in various contexts. Collaboration among law enforcement, health, and social service agencies can help reduce demand, which fuels drug trafficking activities, often involving violence and crime. Treating addicts and preventing the onset of drug use can complement law enforcement efforts to reduce supply.

2.3 The drug and substance abuse challenge in Swakopmund requires council intervention. It is therefore the purpose of this missive to petition council to arrange and coordinate a round-table discussion with all relevant stakeholders in Swakopmund, in pursuit of redress for this pressing matter.

3. Financial Impact

3.1 Costs pertaining to the arrangement and coordination of a round-table discussion is expected to be minimal.

4. Recommendation

It is recommended that:

4.1 Council approve the round-table discussion

4.2 The Swakopmund Municipality plan and coordinate the round-table discussion

4.3 That all relevant stakeholders be identified and invited to the round-table discussion

4.4 That a suitable date and venue be identified in November 2022.

4.5 That councilor B !Goraseb be delegated to moderate on behalf of council.

Submitted for consideration.

05/10/2022

Councilor B. !Goraseb

11.1.12 **REQUEST TO CANCEL THE TRANSFER OF ERF 2189, MATUTURA, EXTENSION 10 TO MS MARTHA DALIROS KARINGOMBE**
(C/M 2022/10/27 - E 2189 M)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **8.7** page **53** refers.

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

1. INTRODUCTION

This submission is tabled Council to not consider the request from Ms Martha Daliros Karingombe to transfer Erf 2189, Matutura Ext 10 into her name.

2. BACKGROUND

Ms Karingombe entered into a conditional Mass Housing Home Loan Sales Agreement with National Housing Enterprise (NHE), which was signed on **23 August 2018;** attached as (**Annexure "A"**). The property is not yet registered.

Messrs ENSAfrica, the transfer attorney conducted a deeds search and informed Council on **08 September 2020 (Annexure "B")** that Ms Karingombe spouse owns Erf 517 Mondesa, Extension 10, Swakopmund.

The Housing Section must provide feedback to ENSAfrica regarding the way forward with the transaction.

3. CURRENT SITUATION

On **04 April 2022** NHE wrote a letter to Ms Karingombe informing her based on the findings of the lawyers and that she is in breach of the Mass Housing Home Loan Sales Agreement as she failed to disclose that she is not a first-time owner. Furthermore, NHE instructed her to vacate the house on or before 30 April 2022 (**Annexure "C"**).

According to the Mass Housing Home Loan Sales Agreement there is no clause that stipulates that the beneficiary has to be a *"First-Time Home-Owner".*

According to the Local Authorities Act 23 of 1992 the definition of a *"First Time Buyer"* means a person who is not an owner of any other property in that particular local authority area.

To date Ms Karingombe did not sign the tri-partite. However, the tri-partite agreement stipulates the following under clause 6.5.3:

"a "first-time home-owner" means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her

spouse owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia…"

By this definition, Ms Karingombe status as homeowner conflicts with the pre-requisite definition of a first-time home-owner.

Ms Karingombe further sent an email to Mr C Thaniseb on **06 April 2022** pleading her case (**Annexure "D"**). However, she allegedly submitted her case to the Ombudsman to help her plead her case.

4. APPLICATION

Ms Karingombe submitted an affidavit of Non Return dated **29 July 2014** and an affidavit dated **17 September 2020** (**Annexure "E"**) stating that she is currently residing on Erf 2189 Matutura, Swakopmund and that she is employed as a Service Consultant at Welwitschia Insurance Broker (Pty) Ltd. Ms Karingombe got married in 2002 in community of property to her late ex-husband, Mr Johannes Martin Khaibab.

Ms Karingombe further states that her late husband Mr Khaibab bought a house Erf 517, Mondesa, Swakopmund that she was residing in during the time of their marriage. She was unemployed and did not contribute financially to their marriage. Ms Karingombe further stated that Mr Khaibab handled his affairs independently, including the purchasing of the common home.

However once a couple is married in community of property it's more unlikely for one party to purchase property or enter into a valid contract without his/her spouse consent.

During 2009 as the result of misunderstandings in their marriage with the late Mr Khaibab and Ms Karingombe separated and she had to move out of the common home. After their separation in 2009 Ms Karingombe claims that Mr Khaibab sold their common home in that same year without her consent and knowledge.

Due to the high cost of renting Ms Karingombe opted to apply for housing to NHE in 2014 while attempting to find a more affordable place to rent. During the same year (2014) Ms Karingombe was busy with their divorce proceedings against the lateMr Khaibab, which the divorce was finally granted later that year. However, at this point and as aforementioned, the late Mr Khaibab had apparently already sold the common home without her knowledge or consent, hence the common home never formed part of their divorce settlement. As a result she claims that she never benefited from the sale of the common property.

After various follow-ups with her NHE application, she was apperently told to submit a sworn declaration (**Annexure "F"**) in 2017 that she did not previously own any property in Erongo Region which she did and the following year she was allocated a Erf 2189 Matutura, Ext 10.

Ms Karingombe wishes to reiterate that she do not own any property in the Erongo Region or elsewhere prior to being allocated the NHE house in 2018, nor did she benefit from the purchased house that was subsequently sold by the late Mr Khaibab.

On **23 August 2018** NHE allocated Erf 2189, Matutura, Ext 10 to Ms Karingombe. She moved in on **24 August 2018** and afterwards she visited the Municipality to have her name removed from the housing list as an act of honesty.

5. PREVIOUS RESOLUTIONS

The most recent resolutions for similar requests were passed by Council to consider the request to transfer a Mass Housing Development Program house into a beneficiary's name was passed on **25 February 2021** under item 11.1.14 as follows:

That the Council approves the transfer of Erf 3116, Matutura to Mr and Mrs Namweya in line with the Minister of Urban and Rural Development's letter dated 09 November 2020.

6. DISCUSSION

On **11 November 2017** Ms Karingombe submitted a sworn declaration (**Annexure "F"**) stating that she never owned any property or house in Namibia. Council has the full right to cancel the transfer of the property in question. Ms Karingombe has to bear the consequences of such a decision, but Council must act within the conditions set out in the tripartite agreement and the National Housing Act.

As per, explanation given dated **06 April 2022** by Ms Karingombe, it appears that she entered into a contract with NHE and not being clearly informed that she should declare that she never owned or had owned any property even when married before within Namibia. As a result she was allocated Erf 2189 Matutura. Ms Karingombe states that she has been occupying the house for 4 years and thus claims if she is evicted she will have nowhere else to go.

FOR INFO:

Should the transaction be cancelled, only the extensions to the property must be compensated and the four years of which Ms Karingombe occupied the property will be considered as occupational rent. Thus, the instalments she has been paying will be regarded as a rent fee. Council owns Erf 2189 Matutura, Ext 10 and NHE owns the house erected upon the

abovementioned Erf. Therefore the matter of Ms Karingombe to be compensated is the responsibility of NHE. NHE's duty is to ensure that a new beneficiary is allocated Erf 2189 Matutura in the event where Council approves to cancel the transfer of the aforementioned Erf to Ms Karingombe.

The following documents are attached:

(Annexure "A")	*Mass Housing Home Sales Agreement*
(Annexure "B")	*Messrs ENSAfrica Deed search*
(Annexure "C")	*Letter from NHE*
(Annexure "D")	*Email to Mr Thaniseb from Ms Karingombe*
(Annexure "E")	*Affidavit of Non Return*
(Annexure "F")	*Sworn Declaration*

7. PROPOSAL

It is proposed that Council cancels the transfer of the property, namely Erf 2189 Matutura, Ext. 10, to Ms Karingombe as she does not meet the criteria of *"First-Time Home-Owners"*. In addition, that any extensions made to the property valuations be requested to compensate Ms Karingombe by NHE.

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

RECOMMENDED:

(a) That Council proceeds with the transfer of Erf 2189, Extension 10 to Ms Karingombe.

(b) That Messrs ENSAfrica be informed of the decision.

ANNEXURE" A"

Erf 2189 Swakopmund 991

MASS HOUSING

Home Loan Sales Agreement

entered into by and between

NATIONAL HOUSING ENTERPRISE
(Constituted under Act 5 of 1993)
7 General Murtala Muhammed Avenue, Eros
P.O.Box 20192
Windhoek
Tel: +264-61-292 7111
Fax: +264-61-222 301

(Herein represented by **Karl Schroeder** in his capacity as **Regional Manager, West** and duly authorized thereto)

(Herein referred to as the SELLER)

AND

PURCHASER: MARTHA DALIROS KARINGOMBE

IDENTITY NUMBER: 700315 0066 8

P O BOX 782
SWAKOPMUND

TEL NO: +264-64-461423
CEL NO: +264-81-2977066

MARITAL STATUS: SINGLE
(Herein referred to as the PURCHASER)

[illegible]

[illegible]

[illegible]

(a) [illegible] *Juristic Person* [illegible]

(b) [illegible] the full names and [illegible] by the [illegible] designating the *person* [illegible] *Juristic person*

(c) [illegible] *Juristic Person* [illegible] *juristic person*

(d) [illegible] FENTON [illegible] and [illegible]

WHEREAS,

1) [illegible] is the [illegible] owner of improved dwelling on ERF 2189 Matutura Swakopmund

2) SELLER [illegible] the said improved dwelling on ERF 2189 Matutura Swakopmund to the PURCHASER [illegible]

3) PURCHASER is desirous to purchase the said dwelling on ERF 2189 Matutura Swakopmund from the SELLER [illegible]

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

The Seller hereby sells to the Purchaser who hereby purchases

1 DESCRIPTION OF PROPERTIES:

Erf. 2189

MEASURING m²

HELD BY The MUNICIPALITY OF SWAKOPMUND, which by virtue of a Deed of Donation, it has or will donate to the Purchaser of the property erf 2189

THE PROPERTY: Erf ERF 2189 Matutura Swakopmund

SITUATED In the MUNICIPALITY OF SWAKOPMUND

SUBJECT To the conditions therein contained

2 SALE:

The SELLER hereby sells the PROPERTY as described in Paragraph 1 to the PURCHASER who hereby purchases same. The sale is subject to the conditions and restrictions contained in Deed of Donation, the Title Deeds of the said PROPERTY, and to all such other conditions, and servitudes which may exist in respect of, whether imposed by the Local Authority or the Town Planning Scheme or any other person or by any other servitude which may be registered against the property.

3 PURCHASE PRICE

[illegible] N$442 875.00 (FOUR HUNDRED AND FORTY TWO THOUSAND EIGHT HUNDRED AND SEVENTY FIVE NAMIBIAN DOLLARS [illegible]

[illegible] N$5 158.00 (Five Thousand One Hundred and Fifty Eight Namibian Dollars) [illegible] (Nine Point Five Percent) [illegible] N$669.46 (Six Hundred and Nine Namibian Dollar Forty Six Cents) [illegible] N$6 767.46 (Four Thousand Seven Hundred and Sixty Seven Namibian Dollar Forty Six Cents).

[illegible] PURCHASER

[illegible]

4 POSSESSION DATE

[illegible]

3 PURCHASE PRICE

[illegible] N$62 875.00 (FOUR HUNDRED AND FORTY TWO THOUSAND EIGHT HUNDRED AND SEVENTY FIVE NAMIBIAN DOLLARS [illegible]

[illegible] N$5 158.00 (Five Thousand One Hundred and Fifty Eight Namibian Dollars) [illegible] 8.5% (Nine Point Five Percent) [illegible] N$499.22 (Four Hundred and Ninety Nine Namibian Dollar Twenty Two Cents) [illegible] N$5 657.22 (Five Thousand Six Hundred and Fifty Seven Namibian Dollar Twenty Two Cents).

[illegible]

PARTIES [illegible]

4 POSSESSION DATE

[illegible]

4. MORTGAGE BOND

[illegible]

[illegible]

5. VOETSTOOTS

5.1 [illegible] the PROPERTY [illegible] voetstoots and the SELLER shall not be liable for any [illegible] patent [illegible] defects in the PROPERTY [illegible] any damage [illegible] by the PURCHASER by reason of such defect. The PURCHASER [illegible] having inspected the PROPERTY to his satisfaction and that no guarantees or warranties of any nature were made by the SELLER or agent regarding the condition or quality of the PROPERTY.

5.2 The PURCHASER [illegible] that no misrepresentations or undertakings were given or made to him in respect of any [illegible] of the PROPERTY.

6. SANITATION, WATER AND ELECTRICITY

[illegible] shall be liable for the payment of [illegible] for sanitation, refuse, sewerage, water, electricity services and rates and taxes [illegible] from the date of transfer and [illegible] the PURCHASER [illegible] and [illegible] to enter into agreements [illegible] and [illegible] on the PROPERTY [illegible] and [illegible] services.

7 CANCELLATION

[illegible]

[illegible]

[illegible]

7.2.1 [illegible]

[illegible]

8 INDULGENCES

[illegible]

9. VARIATION AND CANCELLATION

[illegible]

10. TRANSFER AND COSTS:

[illegible]

11 REVERSIONARY RIGHT

[illegible]

12. DOMICILIUM

12.1 [illegible] shall be [illegible] to be

ERF 2189 Matutura Swakopmund
P.O BOX 782
SWAKOPMUND

which address is selected as the [illegible] at which any [illegible] shall be deemed [illegible] to the Purchaser (if [illegible] at any [illegible]

12.2 The SELLER chooses as its domicilium citandi et executandi for any notice which may flow from this Agreement at:

[illegible] Avenue, [illegible]
Tel: +264 61 292 [illegible]
Fax: +264 61 222 [illegible]

and any other address of which the SELLER shall from time to time give the PURCHASER in writing. The SELLER further agrees that a registered letter posted to P O BOX 20192 WINDHOEK shall be deemed to have been received by the addressee within 5 (five) days from the date on which it was posted.

13 JURISDICTION

13.1 For the purpose of enforcing any right under this agreement or any judgment the parties submit exclusively to the jurisdiction of the High Court of Namibia or the Magistrate's Court whichever has jurisdiction in respect of the matter being a court of competent jurisdiction and in the event that the parties or their respective agents or assigns are domiciled within its area of jurisdiction.

SIGNED at WALVIS BAY on this [illegible] day of [illegible] 2018

Witnesses

1

2

(Signatures of witnesses) (Signature of SELLER)

SIGNED at WALVIS BAY on this [illegible] day of [illegible] 2018

Witnesses:

1

2

(Signature of Purchaser)

(Signature of Spouse)

ANNEXURE" B"

Liezle Du Plessis

From: Liezle Du Plessis <lduplessis@swakmun.com.na>
Sent: Tuesday, 08 September 2020 16:23
To: Chrisna Davis-Hannibal
Subject: RE: ALLOCATED ERVEN // NHE // OWNED PROPERTIES

Good day Chrisna

In disregard please do not proceed with the instruction from our side we will notify the persons accordingly

Thanks in advance

Liezle Du Plessis
Housing Officer: Corporate Services and Human Capital | Corporate Services & Human Capital
Municipality Swakopmund

STAY SAFE

cnr Rikolpha Street & Daniel Kamho Avenue | Swakopmund | Erongo
Office +264 64 410 4232 | Fax 088 651 9133 | Email lduplessis@swakmun.com.na
Website www.swakmun.com.na
Thank you for considering the environmental impact of printing emails

From: Chrisna Davis-Hannibal [mailto:cdavis-hannibal@ensafrica.com]
Sent: Tuesday, 08 September 2020 04:14 PM
To: Bessinger Juanita; 'Nghipevali, Keneth (nghipewalik@nhe.com.na)'; Tjikune Donald; Upingazana Rowley
Cc: Liezle Du Plessis
Subject: ALLOCATED ERVEN // NHE // OWNED PROPERTIES

Good day

We have received the following instructions and attended to Deeds Searches on the personal names to see if anyone have owned previous properties or are still current owners of a property

	ERF ALLOCATED TO	BENEFICIARY	NOTE
1.	2157 MATUTURA (EXT 10)	ECKARDT	Used to Own Erf 1212 Tamaneklia (Ext 3)
2.	2251 MATUTURA (EXT 10) per Deed of Transfer No. T7532/2017	HOWOSES	Owns Erf 9079 Swakopmund (Ext 35)
3.	2338 MATUTURA (EXT 11)	WITBOOI	Used to Own Erf 1359 (a portion of Erf 1043) Mondesa
4.	2215 MATUTURA (EXT 10)	FIELDING	Used to Own Erf 992 Khomasdal (Ext 10) with ex husband they were Married in Community of Property
5.	2313 MATUTURA (EXT 10) per Deed of Transfer No. T6581/2018	GURIRAB	Owns Erf 9048 Swakopmund (Ext 3)
6.	2189 MATUTURA (EXT 10)	KARINGOMBE	Person with same first names and Identity Number used to own Erf 517 Mondesa with Johannes M Kharibab, were married in community of property, married before?

Please let me have your feedback as to what I have to do with the above.

Regards

ANNEXURE"C"

[redacted]

Affordable and Quality Housing

National Housing Enterprise

Head Office
1 Gen. Murtes Muhenemen Ave Erre
PO Box 20192, Windhoek
Tel +264 (61) 282 7111
Fax +264 (61) 222 301

Head Office Fax Numbers
CEO +264 61 250 7271
Human Resources
+264 61 222 301
Technical Services
+264 61 282 7275
Finance +264 61 222 301

Regional Office - Central
Sakutuna Independence Ave
PO Box 20192, Windhoek
Tel +264 (61) 278 100
Fax +264 (61) 278 120

Regional Office - South
Cnr Sam Nujoma & 2 Avenue
PO Box 604, Keetmanshoop
Tel +264 (63) 222 693
Fax +264 (63) 224 282

Regional Office - West
Cnr Frans Indongo & Hafemeni Mesulili Avenue
Swakopmund, Private Bag 19
PO Box 1240, Kuisebmund
Tel +264 (64) 202 032
Fax +264 (64) 207 001

Regional Office - North
Robert Mugabe Street
PO Box 592, Oshakati
Tel +264 (65) 229 150
Fax +264 (65) 229 199

Regional Office - North East
Lundu Commercial Centre
Off K Street
Tel +264 (66) 255 141
Fax +264 (66) 255 349

4 April 2022

Ms Karingombe
Erf 2189

Matutura

SALES CONTRACT CANCELL
2189 Matutura

[redacted]

Your Sales Agreement will be cancelled on the 30th April 2022.

Findings by the Municipality of Swakopmund has revealed that you own other properties namely Erf: 517 Mondesa which you failed to disclose. You are in contravention of the government directives that states you must be a firs time home owner.

You are required to hand in the house or property access keys at NHE Walvisbay, Regional Manager on or before 30th of April 2022, before 13H00. Failure to comply to this notice, necessary NHE legal steps will follow suit.

Please also be informed that you will forfeit the monthly payments paid towards your home loans agreements, because you had been living in the house as per instruction by our current Acting Executive: Sales and Lending.

Thank you for your co operation.

Donald Tjikune
REGIONAL MANAGER: WEST Sales and Lending

ANNEXURE" D"

Barbara **Ramos Viegas**

From: C M Thaniseb <cmthaniseb@murd.gov.na>
Sent: Monday, 18 April 2022 15:33
To: 'Martha Karingombe'
Cc: Barbara Ramos Viegas; 'Tjikune Donald'; housing@murd.gov.na
Subject: RE: Letter of motivation // Reconsider Deed of Transfer Erf 2189, Matutura MD Karingombe

Dear Ms Martha D Karingombe,

We need the following documents:

1. Copy of the marriage certificate; and
2. Divorce order from the Court.

MT

From: Martha Karingombe [mailto:Dakar315@outlook.com]
Sent: Wednesday, April 6, 2022 4:20 PM
To: cmthaniseb@murd.gov.na
Cc: Barbara Ramos Viegas; Tjikune Donald
Subject: Letter of motivation // Reconsider Deed of Transfer Erf 2189, Matutura MD Karingombe

Dear Mr Thaniseb

Hereby, regarding above mentioned property and the other ERF 517, Mondesa Swakopmund.
I was married with the Late Mr JM Khaibab in the year 2002, at the Swakopmund Magistrate (no contract joint). when mentioned ERF 517, property was bought.

My late husband Mr JM Khaibab that time was the only bread winner as he was working for Rio Tinto Ltd when he purchase the Property ERF 517, Mondesa, Swakopmund, even though I was financially not fit (unemployed)

During the course of our marriage journey along the line 2006 onwards things didn't work out in our marriage on certain grounds after his family occupied the house. So many misunderstandings , and he began extremely verbally , emotionally abusive, until he asked me and my children to get out of his house beginning of 2009. Everybody during that moments try to resolve issues , but no good has come out of it.

Due to the circumstances I and the children was facing trauma we went through a lot, I took drastic decisions to protect my children and myself by getting protection and during that period God stand in for me and I could find job. I and the children while in school was moving from this house to another , certain days not knowing what to eat, but God provide every day and night

I manage to get a legal Access and has I have done everything possibly , and I could file for divorce 2010 onwards (the process took long but I have to hang in there

We separated of bed and table during that moment , I was sent out of the house - just with my cloths, I started a total new life with the less what I get.

N116

Barbara Ramos Viegas

From: C M Thaniseb <cmthaniseb@murd.gov.na>
Sent: Thursday, 07 April 2022 14:43
To: 'Martha Karingombe'
Cc: Barbara Ramos Viegas; 'Tjikune Donald'; housing@murd.gov.na
Subject: RE: Letter of motivation // Reconsider Deed of Transfer Erf 2189, Matutura MD Karingombe

Mr Karingombe,

Receipt of your communication is herewith noted.

MT

From: Martha Karingombe [mailto:Dalkar315@outlook.com]
Sent: Wednesday, April 6, 2022 4:20 PM
To: cmthaniseb@murd.gov.na
Cc: Barbara Ramos Viegas; Tjikune Donald
Subject: Letter of motivation // Reconsider Deed of Transfer Erf 2189, Matutura MD Karingombe

Dear Mr Thaniseb

Hereby, regarding above mentioned property and the other ERF 517, Mondesa Swakopmund.
I was married with the Late Mr JM Khaibab in the year 2002, at the Swakopmund Magistrate (no contract joint), when mentioned ERF 517, property was bought.

My late husband Mr JM Khaibab that time was the only bread winner as he was working for Rio Tinto Ltd when he purchase the Property ERF 517, Mondesa, Swakopmund, even though I was financially not fit (unemployed)

During the course of our marriage journey along the line 2006 onwards things didn't work out in our marriage on certain grounds after his family occupied the house. So many misunderstandings , and he began extremely verbally , emotionally abusive, until he asked me and my children to get out of his house beginning of 2009. Everybody during that moments try to resolve issues , but no good has come out of it.

Due to the circumstances I and the children was facing trauma we went through a lot, I took drastic decisions to protect my children and myself by getting protection and during that period God stand in for me and I could find job. I and the children while in school was moving from this house to another , certain days not knowing what to eat, but God provide every day and night.

I manage to get a legal Access and has I have done everything possibly , and I could file for divorce 2010 onwards (the process took long but I have to hang in there.

We separated of bed and table during that moment , I was sent out of the house - just with my cloths, I started a total new life with the less what I get.

During the cause , he manages to Sold the property (ERF 517) July 2009 and he manage to pay off the Bank - by then we werw living seperately each on his/her own

[illegible] could not be investigated [illegible] property [illegible] 2015 [illegible] (2013)

So the property was sold [illegible] When divorce was settled there were [illegible] whatsoever [illegible]

I [illegible] started to apply [illegible] housing [illegible] Municipality [illegible] etc

[illegible] desperate [illegible] children [illegible] thought of the house [illegible] affected my [illegible]

Unfortunately, February 2 2015 [illegible] passed on [illegible]

[illegible] the year 2015 it was on 23 August 2015 [illegible] NHE approved [illegible] at least [illegible] my children and myself [illegible]

[illegible] never have thought of the [illegible] and was happy [illegible]

[illegible] on 24 August 2015 [illegible] new home NHE 2185 Matatiele [illegible] children [illegible] we were happy

This was one of the happiest moments [illegible] my kids [illegible]
When I got the house NHE [illegible] Matatiele [illegible] Municipality [illegible] my name off from all [illegible] Municipality [illegible] crooked me and took [illegible] today [illegible] disappeared [illegible] God has proven [illegible] name taken off from all [illegible] housing [illegible]

MY HUMBLE PLEA (for decision to be reconsider) PLEASE HEAR MY HUMBLE CRY

[illegible] RECONSIDERED by the [illegible] Minister [illegible] and [illegible] Development [illegible] NOT cancelling the transaction

I have received [illegible] 2022 from [illegible] 2022 [illegible]
[illegible] mother begging for your [illegible] decision [illegible] house

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Yours truly,
[illegible]
[illegible]

ANNEXURE" E"

FINAL ORDER OF DIVORCE: 25TH OFAUGUST 2014 AT 10:00
ROLL TYPE: SECOND MOTION (UNDEFENDED MARITAL) COURT ROLL

IN THE HIGH COURT OF NAMIBIA

(MAIN DIVISION)

CASE NUMBER: I 3314/2012

In the matter between:

MARTHA DALIROSE KHAIBAB
(born KARINGOMBE) PLAINTIFF

and

JOHANNES MARTIN KHAIBAB DEFENDANT

AFFIDAVIT OF NON RETURN

I, the undersigned,

MARTHA DALIROSE KHAIBAB (born KARINGOMBE)

state under oath:

1 I am the Plaintiff in this matter.

2 This Honourable Court on 14th of October 2013 issued a decree, ordering the Defendant to restore conjugal rights to me on or before the 25th of November 2013, failing which to show cause to this Court, if any, on the 27th of January 2014, why the marriage between myself and the Defendant should not be dissolved.

3 The Sheriff was unable to serve the Order for the Restitution of Conjugal Rights on the Defendant and new dates being 10 March 2014 and 7 April 2014 were granted on 27 January 2014.

4 The Sheriff was unable to serve the *Rule Nisi* on the Defendant and new dates being 19 May 2014 and 16 June 2014 were granted on 7 April 2014.

NDK

AFFIDAVIT

I, the undersigned,

MALIDIA DALIROS KARIN OJYMBE (ID: [illegible]),

do hereby make oath and state that:

1.

I am a major Namibian female currently residing at Erf No. [illegible], Windhoek, Khomas Region of Namibia, employed as a Senior Consultant at Advocate Intrinsic Dockers (Pty) Ltd.

2.

I am duly authorised to depose to this affidavit, the facts of which are within my personal knowledge except where the contrary is clearly indicated or appears otherwise from the context hereof.

3.

I was married in community of property to my ex-husband, Mr. Johannes Martin Khaebab (hereinafter "the late Mr. Khaebab") on [illegible].

4.

The late Mr. Khaebab bought a house (Erf [illegible], Windhoek, Swakopmund) during the subsistence of our marriage which house we resided in during that time (hereinafter the "Matrimonial home"), however, due to the fact that I was unemployed and did not contribute financially to our marriage, he handled our affairs independently, including the purchasing of the mentioned house.

5.

During the year [illegible] and as a result of our misunderstandings in our marriage, the late Mr. Khaebab and I separated. I was then forced to move out of the matrimonial home with only my personal belongings and my children, who were born outside of the marriage. The late Mr. Khaebab and I had no biological children together.

6.

After our separation in the year [illegible], my children and I started moving at various places, and I subsequently (in that same year) found out that the late Mr. Khaebab had sold the matrimonial home without my knowledge and consent, a home we had lived in and I had moved out.

7.

Due to the high cost of living and the stress associated with having to move from one place to another in a bid to find affordable rental places, I applied for an NHE loan in the year [illegible]. It was further the case that I was busy with divorce proceedings against the late Mr. Khaebab, which divorce was finally granted later that year. However, at this point and as aforementioned, the late Mr. Khaebab had already sold the matrimonial home without my knowledge and consent, hence the petition herein was further granted out of his distinct interest in the matrimonial home.

8.

After various follow-ups with NHE regarding my application for housing, I was requested by NHE during a follow-up in the year 2018 to submit a Declaration to the effect I do not presently own any property in the Erongo Region which document I complied with, other supporting documentation as requested by NHE. I was subsequently allocated an NHE house in that same year.

9.

Additional to my above, Mr. Khoeb, whom I was still in the process of divorce (the year 2014) at the time of applying, the common home had long been sold by the late Mr. Khoeb. Also, at the time of being allocated the NHE house to the late Mr. Khoeb, I had been divorced for more than 5 years, and the late Mr. Khoeb had already passed away.

10.

Previous my choice, I have remained on, I am currently a single mother of 3 children.

11.

I therefore wish to reiterate that I did not own any property in the Erongo Region or elsewhere, prior to being allocated the NHE house in 2018. Nor did I, in any way, benefit from the house purchased and subsequently sold by the late Mr. Khoeb. I kindly request NHE to kindly consider my plea and transfer the house in my name so that my children and I can have a place to call home.

DATED and SIGNED at WALVIS BAY on this 19th day of SEPTEMBER 2020.

MARTHA DAUROS KARINGO MBE

I hereby declare that the deponent has sworn to and signed this statement in my presence at WALVIS BAY on the 19th day of SEPTEMBER 2020 and she declared as follows: that the facts herein contained fall within her personal knowledge and that she understands the contents thereof; that she has no objection to taking the oath; that she regards the oath as binding on her conscience and has declared as follows:

I swear that the contents of this affidavit are true and correct, so help me God.

COMMISSIONER OF OATHS

FULL NAMES:

CAPACITY:

ADDRESS:

Joyce Shoreni Uiseb
Commissioner of Oaths
For Ministry of Justice
No. 17 Blue Mamenge Road
P.O. BOX 261, Walvis Bay
Namibia

ANNEXURE" F"

SWORN / AFFIRMED DECLARATION

SURNAME: Kwangamba FULL NAMES: Martin Andrew

ID NO.: 7003150065 SEX: Female

RESIDENTIAL ADDRESS: NMe 4323 Ext 10 Mondesa TEL: 081 383 8441

EMPLOYED AT: Wellwitschia Insurance Broker TEL: 064 404123

HOME LANGUAGE Otjiherero BUT I STATE IN ENGLISH

I hereby declaring under oath that I don't own any property or house within Namibia.
That's all I want to declare

I KNOW AND UNDERSTAND THE CONTENTS OF THIS DECLARATION.
I HAVE NO OBJECTION IN TAKING THE PRESCRIBED OATH.
I CONSIDER THE PRESCRIBED OATH TO BE BINDING ON MY CONSCIENCE.

PLACE : Swakopmund
DATE : 2017-11-06
TIME :

SIGNATURE

I certify that the deponent acknowledge that he/she know and understand the contents of this declaration, which was read through and sworn/affirmed to before me and signature placed on it in my presence at Swakopmund on this 06 day of 11 2017 at about 12 H 25

COMMISSIONER OF OATH

NAME : Martin Nghiwa
RANK : Sgt
FORCE NO : 0 [illegible]
ADDRESS : Swakopmund Swakopmund
TEL NO : 064 [illegible]

2017 -11- 06

11.1.13 **WRITING OFF: OLD AND REDUNDANT EQUIPMENT – ENGINEERING SERVICES DEPARTMENT**
(C/M 2022/10/27 - 16/2/6/1)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **8.8** page **78** refers.

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

The following old and redundant equipment in the Engineering Services Department needs to be written off:

TOTAL	*DESCRIPTIONS*	*SECTION*
1	*HP OfficeJet 7110 (Serial Number: CN31L1TGK9)*	*Building Section*
1	*HP OfficeJet 7612 (Serial Number: CN4962M02Z)*	*Sewerage Section*
4	*Office Chairs*	*Building Section*
2	*Filing Cabinets*	*Building Section*
1	*Office Telephone (M: DO & BC) Siemens Serial No. 001AE83E3159*	*Building Section*
1	*Parrot Puncher*	*Building Section*
2	*Chairs (Broken)*	*Office*

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

RECOMMENDED:

(a) **That the following equipment in the Town Engineer's Department be written off and sold at the next Public Auction.**

TOTAL	*DESCRIPTIONS*	*SECTION*
1	***HP OfficeJet 7110 (Serial Number: CN31L1TGK9)***	***Building Section***
1	***HP OfficeJet 7612 (Serial Number: CN4962M02Z)***	***Sewerage Section***
4	***Office Chairs***	***Building Section***
2	***Filing Cabinets***	***Building Section***
1	***Office Telephone (M: DO & BC) Siemens Serial No. 001AE83E3159***	***Building Section***
1	***Parrot Puncher***	***Building Section***
2	***Chairs (Broken)***	***Office***

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

11.1.14 **APPLICATION TO RECONSIDER TRANSFER ERF 2423, MATUTURA, EXTENSION 11**
(C/M 2022/10/27 - E 2423 M)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **10.7** page **107** refers.

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

1. INTRODUCTION

This submission is tabled Council to reconsider the request of Mr Silas Shilongo and Ms Ester Shilongo to transfer Erf 2423, Matutura Extension 11 into their names.

2. BACKGROUND

Mr & Mrs Shilongo entered into a conditional Mass Home Loan Sales agreement with National Housing Enterprise (NHE), which was signed by all parties on **03 April 2018;** attached as **Annexure "A".** On **22 March 2019** NHE wrote a letter to Kamuhanga Hoveka law firm to register a first bond for the property, attached as **Annexure "B".**

The transfer attorney conducted a deeds search and informed Council on **14 September 2020 (Annexure "C")** that Mr Shilongo is also the owner of Erf No. 1448 Goreangab, Windhoek and Erf No. 1066 Okahao. Messrs Kinghorn Associates confirmed that Mr Shilongo acquired Erf No.1066 Okahao in 2015 already, even before he entered into a loan agreement with NHE on **03 April 2018,** after he acquired 1448 Goreangab, Windhoek.

Kinghorn Associates advises that Council considers or weighs the merits of Mr Shilongo's transaction and provide them with further instructions as to whether they should proceed with the transfer of the property or not.

Messrs Kinghorn Associates further outlined their findings that the allocation criteria set out by Government for the Mass Housing Development Program, is that both the beneficiary and his/her spouse who acquires property under the scheme must be a "first-time home-owner."

According to clause 6.5.3 of the approved standard tri-partite conditional donation agreement, the term 'first-time home-owner" is defined as:

"a "first-time home-owner" means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her spouse owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia…"

By this definition, Mr Shilongo's status as homeowner conflicts with the pre-requisite definition of a first-time home-owner provided for the above clause which was approved by Council and NHE.

3. CURRENT SITUATION

On **27 January 2022** Council passed the following resolution under item 11.1.18:

(a) *That Council cancels the transfer of the property, Erf 2423, Matutura, Ext 11 to Mr and Mrs Shilongo on the basis that they are the lawful owners of Erf 1066, Okahao and Erf 1445, Goreangab, which is in contradiction with clause 6.5.3 of the tri-partite donation agreement.*

On **03 February 2022** cancellation instructions to transfer Erf 2423, Matutura, Ext 11 was sent to Kinghorn Associates.

In addition, on **18 May 2022** Mr Shilongo visited the Housing Office enquiring about his water supply that was disconnected.

On **19 May 2022** the Finance Department was requested to reconnect the water as the Housing Section is busy drafting letters to Mr Shilongo and National Housing Enterprise (NHE) informing them about the above resolution attached as **Annexure "D"**. The letters were issued on **24 May 2022** to the above-mentioned parties informing them of the Council's resolution passed on **27 January 2022** under item 11.1.18 attached as **Annexure "E".**

4. APPLICATION

On **27 June 2022**, Mr Silas Shilongo received an eviction notice from NHE to vacate the premises within 30 days attached as **Annexure "F".**

In a letter dated **23 June 2022** attached as **Annexure "G"**, he objected to the resolution, on grounds that he has been living on Erf 2423, Matutura, Ext 11 for approximately 4 years. He intends to permanently reside in Swakopmund. He further explains that he was never informed that he was supposed to be a first-time homeowner to benefit under the Mass Housing Development Program, and he claims he was asked to declare that he did not receive a house from NHE anywhere in Namibia.

Mr Shilongo claims to have extended the house which cost him a lot of money as stipulated in the receipts attached as **Annexure "H".** However, he failed to provide the total amount he spent on extending the house. He further stated that Erf 1445, Goreangab is a family plot which was registered in his name since he was the only one that was employed at the time. On **12 December 2011** he got married and his family decided that Erf 1445, Goreangab be transferred to another family member. However, arrangements to transfer Erf 1445, Goreangab from Mr Silas Shilongo into another family members name are only taking place now as shown by the pro-forma invoice dated **08 August 2022** is (attached as **Annexure "I"**). **Annexure "G"** shows, he still owns Erf 1066 Okahao and intends on keeping as he claims it to be communal land. However communal land does not make provision for ownership it is held in trust by the state of Namibia and thus if it was communal land it would not been registered at the deeds office nor would it have an Erf number. Therefore Mr Shilongo and Ms Shilongo have freehold ownership over Erf 1066 Okahao and Erf 1445 Goreangab.

5. PREVIOUS RESOLUTIONS

The most recent resolutions for similar requests were passed by Council to consider the request to transfer a Mass Housing Development Program house into a beneficiary's name was passed on **25 February 2021** under item 11.1.14 as follows:

That the Council approves the transfer of Erf 3116, Matutura to Mr and Mrs Namweya in line with the Minister of Urban and Rural Development's letter dated 09 November 2020.

6. DISCUSSION

Mr Shilongo claims that NHE asked him to declare under oath that he never benefited from the Mass Housing Development Program instead of any low-cost housing scheme or that he never owned property, before he was allocated Erf 2423 Matutura attached as **Annexure "J".** Council has the full right to cancel the transfer of the property in question. Council has approximately over 22 000 people who never owned property on the Master Waiting List and are waiting to be assisted with housing.

As per the explanation dated **23 June 2022** by Mr Shilongo it appears that they entered into a contract with National Housing Enterprise not being clearly informed that they should not own or had owned any property within Namibia. He alleges NHE did not verify whether beneficiaries meet the Mass Housing Development Program allocation criteria.

Although NHE allocated houses in 2018 the houses are only being transferred after 4 years. Some of the beneficiaries invested money by extending their houses in the meantime. It is alleged that NHE failed to conduct a deed search before allocating the Erf to Mr and Mrs Shilongo now face eviction.

There are numerous other beneficiaries with the same issue, such as Erf 2189, Ms Karingombe and Erf 2313, Mr & Ms Guirab. Submissions will be tabled separately to Council for consideration.

The Home Loan Sales Agreement signed by NHE and Mr and Mrs Shilongo doesn't stipulate that one should be a first-time homeowner. However, the standard tri-partite conditional donation agreement, clause 6.5.3 stipulates that a beneficiary be a first-time home-owner. Thus Mr and Mrs Shilongo do not qualify to benefit from this programme since it caters for first time homeowners only.

The main purpose of the Mass Housing Development Program was to address the country's critical housing need. Therefore, it is designed to provide housing opportunities to every first time homeowner in Namibia who falls under the low-income earning bracket. Thus, if one owns multiple properties and benefits from this program again the purpose and aim of this program will be defeated.

7. PROPOSAL

It is proposed that Council cancels the transfer of the property, namely Erf 2423 Matutura Ext. 11, to Mr and Mrs Shilongo since they do not meet the criteria of "first-time home-owners". It should be noted that the couple invested a lot of money to extend the house. However there are over 22 000 people on the Master Waiting List waiting to be assisted.

Since Council owns Erf 2423 Matutura Ext 11 and NHE own the building built on the abovementioned Erf, NHE will have to handle the compensation of Mr and Mrs Shilongo for the extensions they have made to their house. It is proposed that compensation should be of the value of the extension since the money he has been paying to stay on the Erf can be assumed as an occupational rent fee. Furthermore, NHE should ensure that they provide Mr and Ms Shilongo sufficient time to evict the premises and allocate the house to the next beneficiary in line.

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

RECOMMENDED:

(a) That Council remains with its decision passed on 25 February 2022 to cancel the transfer of the property, Erf 2423, Matutura, Ext 11 to Mr and Mrs Shilongo on the basis that they are the lawful owners of Erf 1066, Okahao and Erf 1445, Goreangab, which is in contradiction with clause 6.5.3 of the tri-partite donation agreement.

(b) That NHE conducts a property valuation on Erf 2423 Matutura Ext 11 and compensate Mr and Mrs Shilongo accordingly.

(c) That NHE provides Mr and Mrs Shilongo sufficient notice of time to vacate the house and allocates Erf 2423 Matutura Ext 11 to the next qualifying beneficiary on the Master Wating List.

(d) That NHE and Messrs Kinghorn Associates be informed of the

ANNEXURE"A"

MASS HOUSING

Home Loan Sales Agreement

entered into by and between

NATIONAL HOUSING ENTERPRISE
(Constituted under Act 5 of 1993)
7 General Murtala Muhammed Avenue, Eros
P.O.Box 20192
Windhoek
Tel: +264-61-292 7111
Fax: +264-61-222 301

(Herein represented **by Karl Schroeder** in his capacity as **Regional Manager, West** and duly authorized thereto)

(Herein referred to as the SELLER)

AND

PURCHASER: SILAS SHILONGO & ESTER AMUNYELA

IDENTITY NUMBER: 750906 1005 3 & 770714 1034 8

PO BOX 5168
SWAKOPMUND

TEL NO: +264-
CEL NO: +264-81-2339933

MARITAL STATUS: MARRIED
(Herein referred to as the PURCHASER)

E.A
S.Sh

[illegible]

(Hereinafter jointly referred to as the Parties)

Since the Purchaser is

(a) a *Juristic Person* [illegible]

(i) to furnish the names and official capacity and resolution by the Board of the designated *person* authorised to execute this Agreement on behalf of such *Juristic person*.

(ii) in event of any other *Juristic Person* than a registered company a certified copy of the constitutive documents of such *juristic person*

(b) a NATURAL PERSON the full names and date of birth must be furnished and if a FEMALE her marital status and [illegible] if any

WHEREAS

1. The SELLER is the rightful owner of **improved dwelling on ERF 2423 Matutura Swakopmund.**

2. **SELLER** is desirous to sell **the said improved dwelling on ERF 2423 Matutura Swakopmund** to the **PURCHASER**, on the terms and conditions set out underneath

3. **PURCHASER** is desirous to purchase the said dwelling on **ERF 2423 Matutura Swakopmund** from the **SELLER** on the terms and conditions set out underneath

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS

The Seller hereby sells to the Purchaser who hereby purchases

1 DESCRIPTION OF PROPERTIES

Erf 2423

MEASURING : m²

HELD BY The MUNICIPALITY OF SWAKOPMUND, which by virtue of a Deed of Donation, it has, or will donate to the Purchaser of the property on erf 2423

THE PROPERTY (Plot : ERF 2423 Matutura Swakopmund

SITUATED in the MUNICIPALITY OF SWAKOPMUND

REGISTRATION DIVISION : "G"

SUBJECT : To the conditions therein contained

2. SALE

The SELLER hereby sells the PROPERTY as described in Paragraph 1 to the PURCHASER who hereby purchases same. This sale is subject to all the conditions and servitudes mentioned or referred to in the current or prior Title Deeds of the said PROPERTY and to such other conditions and stipulations which may exist in respect hereto whether in power by the Local Authority or the Town Planning Scheme or any other person or body, whomsoever upon the terms and conditions set out in this Agreement.

3 PURCHASE PRICE

The purchase price for the PROPERTY is the amount of **N$225 000.00 (TWO HUNDRED AND TWENTY FIVE THOUSAND NAMIBIAN DOLLARS** and shall be paid such that the PROPERTY be transferred to another transferee nominated by the SELLER which price includes all the transfer fees or the sale of land by the seller free of exchange as a registration of the said property into the name of the Purchaser. Where the PROPERTY has been sold in financed by the NHE, the PURCHASER shall be subjected to a mortgage bond in favour of SELLER which mortgage bond shall simultaneously be registered with the transfer of the Erf to the PURCHASER through a Deed of Donation.

PARTIES agree that where SELLER finances the PROPERTY, NHE shall build into the monthly installments, interest applicable on the loan and premiums for insurance purposes. The monthly installment applicable on the PROPERTY shall be **N$1 761.98 (One Thousand Seven Hundred and Sixty One Namibian Dollar Ninety Eight Cents)** calculated at 6% (Six Percent) rate of interest per month, plus **N$403.43(Four Hundred and Three Namibian Dollar Forty Three Cents)** for home owner's insurance and Bond insurance. Thus, the total monthly installment for the loan being at **N$2 165.41 (Two Thousand One Hundred and Sixty Five Namibian Dollar Forty One Cents)**
Where applicable, installments payable shall be adjusted from time to time with regard to changing interest rates or inflation. Any market related amendments may automatically be applied without prior notice thereto to the PURCHASER.

PARTIES further agree that bond and transfer costs, duty applicable on the transfer by way of Donation and bond registration of the improved dwelling shall be added to the total loan amount between parties.

4 POSSESSION DATE

Possession of the Dwelling shall be given to the PURCHASER and the PURCHASER shall be obliged to take possession thereof on the date of simultaneous transfer and Bond Registration of the said purchase into the name of the PURCHASER from which date the PURCHASER shall be liable for all municipal rates and taxes and other levies pertaining the PROPERTY and from which date the PROPERTY shall be the exclusive of the PURCHASER. Where a Dwelling is financed by SELLER in terms of a mortgage agreement as contemplated in Clause 3 and more fully set out below, the SELLER does not represent to, or comply with the instalment contents of the Mortgage Bond or undertake to do other than to grant ordinary possession to the Clause 4

4 MORTGAGE BOND

Notwithstanding anything that may appear contrary in this Agreement, the PURCHASER shall only be entitled to take transfer of the PROPERTY and signed simultaneous registration of a first Mortgage Bond covering purchase PROPERTY in favour of the SELLER for the outstanding amount at the time and in terms of this Agreement. It is hereby agreed that a Mortgage Bond shall become necessary only when the SELLER requires the PROPERTY will 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 of possession, he shall be entitled to demand immediate refund of such payment.

5 VOETSTOOTS

5.1 The improvements on the PROPERTY are sold voetstoots and the SELLER shall not be liable for any defects, patent, latent or otherwise in the PROPERTY nor for any damage occasioned to or suffered by the PURCHASER by reason of such defect. The Purchaser agrees, having inspected the PROPERTY to his satisfaction and that no guarantees or warranties of any nature were made by the SELLER or his agent regarding the condition or quality of the PROPERTY.

5.2 The PURCHASER hereby expressly acknowledges that no guarantees, representations or undertakings were given or made relating to the condition of the PROPERTY.

6 SANITATION WATER AND ELECTRICITY

The Purchaser shall be liable for the payment of the basic tariff for sanitation services, basic tariff for water, rates levies, and other charges, as from the date of transfer and simultaneous Bond registration. The Seller shall be liable to pay the account in full for the rates and levies charged on the PROPERTY and improvements.

7. CANCELLATION

7.1 Should the PURCHASER be in breach of any of the provisions of this Agreement and fail to remedy such breach within 14 days after receipt of a written notice from the SELLER requiring him to do so, then the SELLER may, without prejudice and with reservation of its all other rights at law be entitled forthwith to cancel this Agreement and immediately demand that the PURCHASER vacate the IMPROVED PROPERTY within seven days (7 days) after being served with a written notice to do so. The SELLER shall not incur any liability to the PURCHASER as a result of cancelling and/or this Agreement on grounds stated and in good faith and at the instance of the PURCHASER is in contravention in accordance with this Agreement.

7.1 Upon the expiration of such notice the PURCHASER shall immediately vacate the IMPROVED PROPERTY and give the SELLER peaceful and legal possession thereof and the SELLER shall be entitled to alienate the IMPROVED PROPERTY and DONATED PLOT to a third party.

7.2 The SELLER shall furthermore be entitled to claim a penalty amount whichever might be the highest from the PURCHASER which must be at the sole of the SELLER.

7.2.1 The SELLER shall retain all such sums of money as the PURCHASER may have paid under this Agreement as a consideration for the payment of the purchase price or interest, if any, where legally such payments are refundable.

Provided further that the SELLER hereby reserves the right to claim damages from the PURCHASER.

8. INDULGENCES

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement. Accordingly, that party shall not be precluded as a consequence of having granted such indulgence from exercising any rights against the other which may have arisen in that party's favour during such indulgence.

9 VARIATION AND CANCELLATION

No amendment, variation or addition to, or waiving from or cancelling this agreement or any of its terms shall be specifically implied or be [illegible] any right to enforce any term of this agreement, and no [illegible] shall be valid unless reduced to writing and signed by or on behalf of the parties. The parties agree that this Deed of Sale constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever made other than such as may be included herein and signed by the parties hereto.

10 TRANSFER AND COSTS.

Using the SELLER's prerogative to do so, the SELLER will appoint a conveyancer or conveyancers to carry out all conveyancing work in connection with the transfer of the IMPROVED PROPERTY to the PURCHASER. The SELLER shall pay transfer duty, stamp duty and all expenses of transfer including conveyancer's charges, and deed fees where applicable.

Transfer shall be effected as soon as possible after all requisite documents have been signed by the PURCHASER and the PURCHASER having satisfied the SELLER's conveyancer that the full purchase price is on call to the SELLER's bank.

11 REVERSIONARY RIGHT

PARTIES agree that the PURCHASER, PURCHASER'S HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS shall not sell or dispose the PROPERTY herein sold to any person within a period of TEN (10) years commencing from the date of purchase, which period includes weekends and public holidays. Should the PURCHASER, PURCHASERS, HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS attempt or wish to sell or dispose the PROPERTY, the KHE shall then buy back the PROPERTY from the PURCHASER, PURCHASERS, EXECUTORS, ADMINISTRATORS OR ASSIGNS at market value.

12. DOMICILIUM

12.1 All notices, demands and other communications shall be addressed to:

ERF 2423 Matutura Swakopmund
PO BOX 5168
SWAKOPMUND

which address is selected as the domicilium citandi et executandi and any such notices shall be deemed to have been duly delivered to the Purchaser 5 (FIVE) days from date of posting thereof by the SELLER or his agent.

12.2 The SELLER chooses domicilium citandi et executandi for any action which may flow from this Agreement at:

7 General Mutasa Muhammed Avenue, Eros
Tel: +264-61-202 7111
Fax: +264 61 222 401

or at any other address of which the SELLER shall from time to time inform the PURCHASER in writing. The SELLER further agrees that a registered letter posted to **P O BOX 20192 WINDHOEK** shall be deemed to have been received by the addressee within 5 (FIVE) days from the date on which it was posted.

13 JURISDICTION

13.1 For the purposes of resolving any dispute which may exist or arise between the parties such disputes may be instituted either in the High Court of Namibia or the Magistrates Court whichever has jurisdiction in regard to the subject matter of a court otherwise competent and with jurisdiction over the person of the parties in that each of them either resides, carries on business or is employed within its area of jurisdiction.

SIGNED at WALVIS BAY on this day of 2018

Witnesses

(Signatures of witnesses) (Signature of SELLER)

SIGNED at WALVIS BAY on this day of 2018

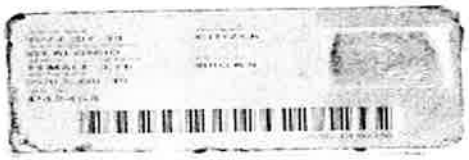
Witnesses.

(Signature of Purchaser)

(Signature of Spouse)


REPUBLIC OF NAMIBIA
750806 1006 3


REPUBLIC OF NAMIBIA



REPUBLIC OF NAMIBIA
MINISTRY OF HOME AFFAIRS AND IMMIGRATION

MARRIAGE CERTIFICATE

B

HUSBAND	WIFE
Surname: SHILONGO	Surname: AMUNYELA
First name: SILAS	First name(s): ESTER
Identity No: 750906 1005 3	Identity No: 770714 1034 8
Date of birth: Year 1975 Month 09 Day 06	Date of birth: Year 1977 Month 07 Day 14

Date of marriage: Year 2011 Month 12 Day 24

Marriage with/without antenuptial contract: IN COMMUNITY OF PROPERTY

Marriage solemnized at: ETILYASA, ONGANDJERA, NAMIBIA

Place: ETILYASA Region: OMUSATI-REGION

Certified a true extract from the marriage register

TSHA-NIINGHANDO
Marriage Officer
Ministry of Home Affairs and Immigration

2011. 12. 24
Date

ETILYASA
Place

Designation number of marriage officer: C0651

ANNEXURE"B"

National Housing Enterprise
Head Office
7 Gen Murtala Muhammed Ave, Eros
P O Box 20192, Windhoek
Tel: +264 (61) 292 7111
Fax: +264 (61) 222 941
info@nhe.com.na
www.nhe.com.na

Enquiries: Jane Paulus

22 March 2019

MASS HOUSING

KAMUHANGA HOVEKA INC.
WINDHOEK
NAMIBIA

Sir / Madam

BOND: S.SHILONGO / NHE
ERF: 2423 MATUTURA, SWAKOPMUND

Hereby your instructions to register a first bond for abovementioned property NHE/ **S.SHILONGO For N$ 225 000.00**

Attached are the necessary documents.

Kindly liaise with KINGHORN ASSOCIATES who are attending to the transfer from Town Council.

Furnish us with account of your legal fees.

Yours faithfuly

.....

MR N.NTELAMO
LEGAL ADVISOR/COMPANY SECRETARY

ANNEXURE"C"

NOTARIES
CONVEYANCERS
ATTORNEYS

KINGHORN ASSOCIATES
(ALL ADMITTED AND REGULATED BY THE LAW SOCIETY OF NAMIBIA)

Haus Allone
2-6 Tobias Hainyeko Street
SWAKOPMUND / NAMIBIA
P.O. Box 1455 (No Area Code)
Tel: +264 64 405651/2
Fax: +264 64 402159
E-mail: nicolenevz@kinglaw.com.na
VAT Registration No: 2667085-01-5

The General Manager
Corporate Services and Human Capital
Municipality of Swakopmund
P.O. Box 53
SWAKOPMUND

ATT: MR SWARTS & MS DU PLESSIS

YOUR REF: **MASS HOUSING (40/40 HOUSING INITIATIVE)**

OUR REF: **PJB/mv NHE1/0171-00**

14 September 2020

Dear Sir / Madam

RE: MASS HOUSING TRANSACTION: TRI-PARTY CONDITIONAL DONATION AGREEMENT TRANSFER OF ERF 2423 MATUTURA (EXT 11): MUNICIPAL COUNCIL OF SWAKOPMUND // S & E SHILONGO

We refer to the above transaction, and your instructions to us to procure registration of the transfer of Erf 2423 Matutura to Mr and Mrs Shilongo under the Mass Housing Programme.

In line with the agreed allocation criteria and the directives specified by the Government for the Mass Housing Development Program, both the beneficiary and his/her spouse who acquires a property under the scheme, must be a "first-time home-owner". A "first-time home-owner" is defined in clause 6.5.3 of the approved standard tri-party conditional donation agreement as (our **emphasis**)

> *"a "first-time home-owner" means that, as at the date of the Beneficiary signing this agreement and never before, **neither the Beneficiary nor his/her spouse owns or has owned** or is within the immediate future by voluntary act likely to own **any immovable property** or any share therein, situated **anywhere in Namibia**..."*

By that definition, even if a beneficiary's spouse previously owned immovable property, both beneficiaries are disqualified as first-time home-owners.

2

2

Mr and Mrs Shikongo attended our Swakopmund offices on 21 August. During our consultation with Mr Shikongo, he informed us that he is already the owner of Erf No. 1366 Okahao. A deeds search conducted by our correspondents confirmed that Mr Shikongo acquired Erf No. 1366 Okahao in 2015 already, even before he entered into a loan agreement with NHE on 03 April 2018. The deeds search also indicated that Mr Shikongo is already the owner of a further property, namely Erf No. 1448 Gereangab.

Mr Shikongo's status as home owner is thus in conflict with the definition of a first time home owner provided for in clause 6.5.2.1.2 the standard transfer conditional donation agreement that was approved by Council and NHE for the Mass Housing Developmental Program.

The donation agreement has not been fully signed, and is still in our possession. The decision to procure registration of the transfer of the properties under the Mass Housing Developmental Program remains Council's and NHE's. Council, who is the land owner, may very well have good reason to proceed to transfer. We, however, require details and clear instructions from Council whether or not to proceed.

We therefore suggest that Council, in consultation with NHE, consider the merits of Mr Shikongo's transaction and provide us with further instructions as to whether we should proceed with the transfer or not.

Yours faithfully

KINGHORN ASSOCIATES
Per: PJ BURGER

Copy by e-mail to: The Acting
National Housing Enterprise
Walvis Bay

Copy by e-mail to: Katuutaunga Hiveeka Samuel Inc
(Bond attorneys for NHE)
Windhoek

ANNEXURE "D"

Barbara Ramos Viegas

From: Barbara Ramos Viegas
Sent: Thursday, 19 May 2022 14:24
To: Ivonne Milinga
Cc: Andre Plaatjie; nkefas@swkmun.com.na
Subject: RE: ERF 2423 MATUTURA - CANCELLATION - MR SHILONGO

Dear Ms Milinga

Please proceed the opening of the water. We are busy drafting letter to the client and NHE informing them of the Council resolution of 27 Jan 2022, Item 11.1.18.

NHE will do the next step of eviction.

Thank you.

From: Ivonne Milinga <imilinga@swkmun.com.na>
Sent: Wednesday, 18 May 2022 04:16 PM
To: Barbara Ramos Viegas <bramosviegas@swkmun.com.na>
Subject: ERF 2423 MATUTURA - CANCELLATION - MR SHILONGO
Importance: High

Dear Barbara

Good afternoon,

Kindly advise what the current developments are concerning the cancellation of the above transfer. The client was referred to your office as per the Council Resolution dated 13 January 2022.

Kindly indicate the information shared with the client as per the referral, and if the client maintains occupation of the above property.

Regards,

Ivonne Milinga | Accountant: Admin & Property | Finance | 4316

ANNEXURE "E"

MUNICIPALITY OF SWAKOPMUND

(064) 4104230
088 614 514
53 Swakopmund
NAMIBIA
www.swkmun.com.na
bramosviegas@swkmun.com.na

Ref No: **E 2423 M**

Enquiries: **Ms B Ramos Viegas**

24 May 2022

Mr Silas Shilongo
P O Box 5168
Swakopmund
13001

Dear Sir

CANCELLATION OF INSTRUCTIONS TO TRANSFER ERF 2423, MATUTURA, EXT 11

We refer to the meeting held on **18 May 2022** between the Municipal officials and Mr Silas Shilongo regarding the disconnection of the water and the transfer of Erf 2423, Matutura, Ext 11.

The matter was discussed at the Management Committee meeting held on **13 January 2022**, where after the following resolution was passed under intem 11.1.18 on **27 January 2022:**

That Council cancel the transfer of the property, Erf 2423, Matutura, Ext 11 to Mr and Mrs Shilongo on the basis that they are the lawful owners of Erf 1066, Okahao and Erf 1448, Goreangab, which is in contradiction with clause 6.5.3 of the tri-partite donation agreement.

Please take note of clause 6.5.3 which reads as follow:

"The Beneficiary is a first-time home owner. For the purpose of this agreement, a "first-time home-owner" means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her spouse owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia and neither the Beneficiary or his/her has or had or is within the immediate future likely to acquire an interest in any entity or other arrangements, which owns or owned any immovable property anywhere in Namibia, nor has the Beneficiary, his/her spouse or permanent life partner participated in any other national housing program within the Republic of Namibia;".

With reference to the above resolution, the transaction is cancelled and on **03 February 2022**, Messrs Kinghorn Associates has been informed accordingly.

For any further enquiries, please do not hesitate to contact Ms B Ramos Viegas at ☎ 064-4104230.

Yours faithfully

Manager Human Capital
24 MAY 2022
Swakopmund Municipality

Mr A Plaatjie
General Manager: Corporate Services & HC (Acting)
/nek

Copy: NATIONAL HOUSING ENTERPRISE
Walvis Bay
PO Box 7240
Kuisebmund
13013

Attention: Ms Bessinger / Mr Tjikune

ANNEXURE "F"

Affordable and Quality Housing

National Housing Enterprise

Head Office
7 Gen. Murtela Muhammed Ave, Eros
PO Box 20192, Windhoek
Tel:+264 (61) 292 7111
Fax:+264 (61) 222 301

Head Office Fax Numbers
CEO: +264 61 292 7271
Human Resources: +264 61 222 301
Technical Services +264 61 292 7270
Finance: +264 61 222 301

Regional Office - Central
Katutura -Independence Ave
PO Box 20192,Windhoek
Tel:+264 (61) 276 100
Fax:+264 (61) 276 120

Regional Office - South
Cnr Sam Nujoma & 2 Avenue
PO Box 654, Keetmanshoop
Tel:+264 (63) 222 698
Fax:+264 (63) 224 282

Regional Office - West
Cnr Frankie Abrahams & Nathaniel Maxuilili Avenue
Kuisebmund, Walvis Bay Mg
PO Box 7240, Kuisebmund
Tel:+264 (64) 202 022
Fax:+264 (64) 207 931

Regional Office - North
Robert Mugabe Street
PO Box 559, Oshakati
Tel:+264 (65) 229 160
Fax:+264 (65) 229 168

Regional Office - North East
Onpukommen Building
Tel:+264 (66) 255 [illegible]
Fax:+264 (66) 255 [illegible]

27 June 2022

Mr Silas Shilongo
Erf 2423
Matutura

Dear Mr Shilongo

RE: CANCELLATION OF INSTRUCTIONS TO TRANSFER -ERF 2423 MATUTURA

With reference to the letter dated 24 May 2022 received from the Municipality of Swakopmund regarding the above.

Please find attached copy of self-explanatory letter in respect to Erf 2423 Matutura.

Please herewith handover house to NHE within 30 days from date of this correspondence.

Kind Regards,

Donald Tjikune
Regional Manager: Sales and Lending

West Regional Manager
West Regional Office
2022 -06- 27
Tel: 064 - 202 022
Fax: 064 - 207 931
PO Box 7240 Walvis Bay

ANNEXURE "G"

Silas Shilongo
P.O.BOX 5168
Mondesa
Swakopmund

23 June 2022

TO: Mr. Alfeus A Benjamin
Chief Executive Officer
Municipality of Swakopmund
P O Box 53
Republic of Namibia

RE: YOUR INTENTION TO CANCEL THE LOAN AGREEMENT OF ERF 2423 SWAKOPMUND ENTERED BETWEEN MYSELF AND THE NATIONAL HOUSING ENTERPRISE

1. This refers to our discussion and your decision to cancel my loan agreement with National Housing Enterprise in respect of Erf 2423 through the Government Mass Housing Project. And the transfer of the said property to my name.

2. The decision to cancel my loan agreement is based on your reasoning that I own a plot not a house in Windhoek. Hence, I applied through NHE in 2008, not through Municipality and entered into a loan agreement with NHE nor did I apply for a plot with Municipality.

3. There is no dispute that the plot in Windhoek is registered under my name. The question is whether the said plot though registered under my that in factual fact belongs to me. A house or a plot with Kabashu's. Hence I don't want to love in Kabashu's either as before.

4. The historical events of the plot in Windhoek are that we as family were struggling to get a plot to be registered collectively under the family name, due to complex legal formalities and financial constraints. It is for that reason that the plot in Windhoek is bearing my name by a collective agreement taken by the family during that time I was employed in Windhoek.

5. Currently as I am employed in Swakopmund since 2005, during 2008 I applied for a house through the NHE now the issue in dispute though approved by the National Housing Enterprise on. A loan which I am still owe and pay as agreed.

6. In the meantime, I also got married and a decision was taken by the family that due to my marital status, as my wife will be a co-owner of the plot in Windhoek, it will not be in the interest of the family the plot in Windhoek to bear my name it should be transferred to another family member. I fully agree with the sentiments of my family. This issue has brought another dilemma on my shoulder again.

7. As we speak now, the plot in Windhoek not a house is in the process to be registered under one of my family's names. Once that is done, I will only remain with the house in Swakopmund. If the agreement with the National Housing Enterprise is cancelled, I will be on the street and rent again. This will not only affect me, but also my wife and school going children. The cancelation of the purchase agreement will not be in the spirit and letter of the Government to provide adequate housing to all citizens, myself included not plots.

8. My sole intentions are that we must resolve this matter in an amicable manner that will benefit all involved, without taking the legal route, which is costly and will not benefit the parties.

9. There is a justifiable and a fair reason why I have purchased a house in Swakopmund, it was not out of greed, but out of need. And is a house not a plot.

10. I do not have any intention to keep the plot in Windhoek, all what I need is the involvement of the other family members in order to take a collective decision, this will avoid disagreements among the family and further it will avoid any possible legal actions that might be taken against me if I take an unilateral decision by transferring the plot under a family member without the blessings of the family. Of which I know does not only applied to my family but a common practice among many Namibians living in urban townships.

11. I have also taken an additional loan which I have used to make up grading on Erf 2423 Swakopmund. This is a clear indication that my intention is to be permanently residing in Swakopmund and to occupy the said property. The financial damages I will suffer will be extensive and irreparable if the loan agreement is cancelled and that will be difficult to recover. All costs involved.

12. Furthermore, though this is not part of the issue in dispute, I sought it important to bring it under your attention that I also have a plot in the Okahao district,

however this is communal land which belongs to the Government and by virtue of the communal rights I am entitled to that portion of land and that cannot deprive me to own a house in Swakopmund.

13. I respectfully submit that I have made out a case, a case which is worthy to be protected, particularly the right to own property in terms of the constitution and stay anywhere in Namibia as stipulated in our constitutions.

14. Be also assured that I will as it was agreed upon adhere to my financial obligation regarding Erf 2423 in Swakopmund as agreed upon, this will pay my bills with the Municipality of Swakopmund and my other obligations with the National Housing Enterprise.

15. Take note that the agreement signed with the National Housing Enterprise is binding and can only be revoke by agreement involving both the parties who are signatories to the agreement or by a court order if one of the parties approach the court to declare the agreement unlawful, the court will be entitled to declare the agreement unlawful if the court is satisfied that the agreement is not supported by any law.

16. In the event you need more written clarification and or oral presentations do not hesitate to contact me at: **0812991128** or email at **silaskshilongo@gmail.com.**

17. I hope that this communication will meet your understanding and to revert to me at any time as to your convenience.

Yours faithfully,

Silas Shilongo

SILAS SHILONGO
0812991128

ANNEXURE "H"

Build it

E & O E : Subject to standard conditions of sale available on request.

RS BRICK FACTORY Cc
ERF 29, AIRPORT ROAD
P.O. BOX 1175
SWAKOPMUND

064 40 4726
064 40 4374
bricks@refselgroup.com

Tax Invoice IS1504

Date: 08/02/2022
Page: 1
VAT NO: 4103094-01-4

CASH SALE
MR J IYAMBO

Deliver To:
ERF 1066 EXT 6
DRC SITE
0812471820

Account	Order No	Customer VAT No	Delivery Details
CASH			

Code	Description	Qty	Unit Price	Excl Price	Vat	Ext Price
BLOCKS-D	BLOCK 8" 7MPa - DEL	1.5	1,359.60	1,959.02	293.85	2,252.87

REF: 2P A1/10231/A 3P A1/10232/A 4P A1/10233/A 4P D/N A1/10234/A VERSION VP

First National Bank
BC: 280472
Acc nr: 62249758703

Sub Total	1,959.02
Discount	0%
Excl Amount	1,959.02
Vat	293.85
TOTAL	2,252.87

Received in good order:
Name: LETU. H
Signature:
Date: 9/02/2022

Build it

PMD BUILDING MATERIALS CC
T/A BUILD IT SWAKOPMUND
P O BOX 8190 SWAKOPMUND
VAT REG NO: 10203943-015

STANDARD BANK
60003962163
064-773
We subscribe to Trans Union ITC

From
Telephone +26464-417030

Date 11/04/2022 | Page 1 | Time: 09:44:29

Tax Invoice
INV231224
Customer Delivery Address:
DEP - TAUTONA HOLDINGS

Customer:
TAUTONA HOLDINGS

Contact: CARREL
Cell: +27 73 571 3334
e-mail: carrelm@tautona.africa

(16)

OrderNum	REP	Cashier	Picker:	Security:	Driver:
414	22 GREGORY AUCHAB	66 MELVIN			Ramon

	Bar Code	Description	Qty	Store	Yard	Price Excl.	Price Incl.	Line Total Incl.
10	6007883000084	PVC SHEET GUINPLAS 250UM 6MX50M	1		✓	1,220.93	1,404.07	1,404.07
34	C150064	SAP 38X50MMX4 2M BRANDERING	50		✓	43.85	50.43	3,025.80
10	V300020	DELIVERY IN TOWN (+-20KM RADIUS) Ensure stock is correct and free from damages. Once invoice is signed, Build it is not liable for any damage claims	1		✓	52.17	60.00	60.00
154	6005721104031	CUP SQUARE BOLT & NUT 10X90MM P100 BOX	2		✓	393.07	452.03	904.06
0	A100010	CEMENT OHORONGO 50KG 42.5	6		✓	83.91	96.50	579.00

11/4/22

Received in Good Order
RETURNS: Is subject to 15% handling fee. All goods to be in original packaging and resalable condition
STOCK :Items remain the property of Build it until paid in full.
DELIVERY: Please allow 24 Hours for delivery.

LAS
Name
Signature
Date
Vehicle Reg. No.

Build it does not safeguard stock for customers and will not be liable for any damages or losses for stock not collected WITHIN 7 DAYS of purchase.

Thank you for shopping at Build it Swakopmund

Total Excl Vat	5,193.82
15% VAT	779.08
Total Incl Vat	5,972.90

Subject to standard conditions of sale available on request.

Build it

PMD BUILDING MATERIALS CC
T/A BUILD IT SWAKOPMUND
PO BOX 8190, SWAKOPMUND
VAT REG NO: 10203943-015

STANDARD BANK
60003962163
064-773
We subscribe to Trans Union ITC

Invoice From
Telephone +26464-417030

Date 22/04/2022 | **Page** 1 | **Time:** 09:21:52

Tax Invoice
INV233824
Customer Delivery Address:
CASH SALE

Customer:
CASH SALE

Contact: CASH
Cell: 064-417 030
e-mail: info@buildit swakop.com

VAT NO.

Account	OrderNum	REP	Cashier	Picker:	Security:	Driver:
CASH01		15 MATHEUS ABRAHAM	83 SOFIA			

Qty	Code	Bar Code	Description	Qty	Store	Yard	Price Excl.	Price Incl.	Line Total Incl.
	P620004	P620004	CONDUIT PIPE 20MMX4M	25		✓	16.51	18.99	474.75
4RD	A100012	A100012	CEMENT CHEETAH 50KG 42.5	5		✓	86.08	98.99	494.95
	J100321	6009546344526	NAILS WIRE 90MM 1KG	4		✓	29.56	33.99	135.96
	V300020	V300020	DELIVERY IN TOWN (+-20KM RADIUS): Ensure stock is correct and free from damages. Once invoice is signed, Build it is not liable for any damage claims.	1		✓	52.17	60.00	60.00

Goods Received in Good Order
RETURNS: Is subject to 15% handling fee. All goods to be in original packaging and resalable condition.
STOCK :Items remain the property of Build it until paid in full.
DELIVERY: Please allow 24 Hours for delivery.

R. Sh
Name
Signature
22/4/22
Date
Vehicle Reg. No. 15855 S

Build it does not safeguard stock for customers and will not be liable for any damages or losses for stock not collected WITHIN 7 DAYS of purchase.

Thank you for shopping at Build it Swakopmund

Total Excl Vat	1,013.5
15% VAT	152.0
Total Incl Vat	1,165.6

CC 1165.60 62 12

E & O E Subject to standard conditions of sale available on request

FNB

ELECTRO PUMP SERVICES
2022/07/13 09:05:04

CUSTOMER COPY

(* *APPROVED* *)

B:00222 TSN:1533
A:003262
P:C 484853******6212

Purchase N$13.30

Thank You - Please Call Again

Tax Invoice

Telephone	00264 64 400323
Fax	
E Mail	info@electrodynamics.com.na
Vat Registration No	3841451010
Invoice Date	13/07/2022

PLEASE CHECK GOODS BEFORE LEAVING THE SHOP.

Sales & Service is in accordance with
The Electro Dynamics terms & conditions.
available on request.

Not satisfied? Contact 081 285 3 163

umber	Representative	Invoice Number	Page
7	Severie	INV30942	1 of 1

Item Code	Description	Quantity	UnitPrice	Disc %	VatAmnt	Line Total
COACH SCREW 8X75	Coach Screw Galv 8x75mm	5.00	2.04		1.53	10.20
COACH SCREW 8X50	Coach Screw Galv 8x50mm	1.00	1.40		0.21	1.40

TERMS AND CONDITIONS: Claims to be reported within 48hrs after delivery. Goods supplied correctly and returned afterwards, will be charged with handling fees. The risk passes on to you with receipt of goods, ownership remains the property of Electro Dynamics until paid in full. Transactions without approved credit facilities will be COD. Discounts are allowed as per set out terms and can not be negotiated. Quoted delivery times and extra Transport cost can not be guaranteed and is subject to Couriers' deliveries and their tariffs. Electronical related items - not claimable
Guarantee / warrantee = an assurance that certain conditions will be fulfilled, especially that a product will be repaired or replaced if not of a specified quality. Confirm ALL this in writing before purchasing the item as it varies with all products sold. Insurance on highly priced items is strongly advised. We cover product failure when installed by a Qualified Electrical company and will assist as seen fit.

Subtotal (Exclusive)	11.57
Discount	
Vat	1.73
Total	13.30

NAME: SIGN: DATE:

Bank Details: Bank Windhock, Acc no: 8000545751, Branch 481772, Swakopmund
Note: CASH deposit fees will be charged to your account. EFT and card facilities are available in store.
Funds must show in our account before releasing goods

Members: DPJ Mostert, M Mostert
Created: 13/07/2022 10:05:16

Build it

PMD BUILDING MATERIALS CC
T/A BUILD IT SWAKOPMUND
PO BOX 8190, SWAKOPMUND
VAT REG NO: 10203943-015

STANDARD BANK
60003962163
084-773
We subscribe to Trans Union ITC

BUILT IT INV PRT1

Invoice From	Date	Page	Tax Invoice	Time: 12:04:55
Telephone +26464-417030	16/04/2022	1	**INV232761**	

Customer Delivery Address:
CASH SALE

Customer:
CASH SALE

Contact: CASH
Cell: 064-417 030
e-mail: info@builditswakop.com

VAT NO.

Account	OrderNum	REP	Cashier	Picker:	Security:	Driver:
CASH01		16 ENGREDE SHOONYEKA	16 ENGREDE			Kabi 19

Bin	Code	Bar Code	Description	Qty	Store	Yard	Price Excl.	Price Incl.	Line Total Incl.
	A100012	A100012	CEMENT CHEETAH 50KG 42.5	7		✓	83.91	96.50	675.50
	V300020	V300020	DELIVERY IN TOWN (+-20KM RADIUS): Ensure stock is correct and free from damages. Once invoice is signed, Build it is not liable for any damage claims.	1		✓	52.17	60.00	60.00

Date 16/4/22
Signature

Goods Received in Good Order

RETURNS: Is subject to 15% handling fee. All goods to be in original packaging and resalable condition.
STOCK: Items remain the property of Build it until paid in full.
DELIVERY: Please allow 24 Hours for delivery.

Build it

PMD BUILDING MATERIALS CC
T/A BUILD IT SWAKOPMUND
PO BOX 8190, SWAKOPMUND
VAT REG NO: 10203943-015

STANDARD BANK
60003962163
084-773
We subscribe to Trans Union ITC

BUILT IT INV PRT1

Invoice From	Date	Page	Tax Invoice	Time: 12:04:55
Telephone +26464-417030	16/04/2022	1	**INV232761**	

Customer Delivery Address:
CASH SALE

Customer:
CASH SALE

Contact: CASH
Cell: 064-417 030
e-mail: info@builditswakop.com

VAT NO.

Account	OrderNum	REP	Cashier	Picker:	Security:	Driver:
CASH01		16 ENGREDE SHOONYEKA	16 ENGREDE			Kabi 19

Bin	Code	Bar Code	Description	Qty	Store	Yard	Price Excl.	Price Incl.	Line Total Incl.
	A100012	A100012	CEMENT CHEETAH 50KG 42.5	7		✓	83.91	96.50	675.50
	V300020	V300020	DELIVERY IN TOWN (+-20KM RADIUS): Ensure stock is correct and free from damages. Once invoice is signed, Build it is not liable for any damage claims.	1		✓	52.17	60.00	60.00

Date 16/4/22
Signature

Goods Received in Good Order

RETURNS: Is subject to 15% handling fee. All goods to be in original packaging and resalable condition.
STOCK: Items remain the property of Build it until paid in full.
DELIVERY: Please allow 24 Hours for delivery.

Build it

Tax Invoice
INV239221

Customer
Contact
Cell
Email

Account	Department	REP	Cashier	Picker	Security	Driver

Code	Bar Code	Description	Qty	Store	Yard	Price Excl	Price Incl	Line Total Incl
[illegible]	[illegible]	[illegible] PROBOX	[illegible]	✓		[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible] 20 LITRE [illegible]	[illegible]	✓		[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	✓		[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible] 1 [illegible]	[illegible]	✓		[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	COOLDRINK 2L COKE	[illegible]	✓		[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	COOLDRINK COKE 500ML	[illegible]	✓		[illegible]	[illegible]	[illegible]

Goods Received in Good Order

RETURNS: is subject to 15% handling fee. All goods to be in original packaging and resalable condition.
STOCK: Items remain the property of Build it until paid in full.
DELIVERY: Please allow 24 hours for delivery

Build it does not safeguard stock for customers

Total Excl Vat [illegible]

Standard Bank

PMO BUILDING MATERIALS CC
T/A BUILD IT SWAKOPMUND
PO BOX 5190, SWAKOPMUND
VAT REG NO: 10203943-015

STANDARD BANK
60002962163
064-773
We subscribe to Trans Union (T

Build It
[illegible] Street
Swakopmund NAMIBIA
Date: 06-04-2022 Time: 16:52

PURCHASE
Merchant ID MID [illegible]
Terminal ID TID [illegible]
Batch No [illegible]
Receipt No [illegible]
Batch Total NI

VISA
4848 50** **** 7359
Card Expiry Date: **04
Source: Tap
Amount : NAD 1,699.90
Approved
Approval Code 300067
00 APPROVED
Cardholder Visa Card
TVR 0000000000
TSI 0000
AID A0 [illegible]
CID 80
Appln Version

THANK YOU
PLEASE KEEP THIS AS A REF
THIS TRANSACTION WAS VERIFIED BY PIN
CUSTOMER COPY

Date	Page	Tax Invoice	Time: 16:52:28
06/04/2022	1	**INV230150**	

Customer Delivery Address:
CASH SALE

Contact: CASH
Cell: 064-417 030
e-mail: info@builditswakop.com

REP	Cashier	Picker:	Security:	Driver:
6 SANNIE HAOSES	81 JULIA			

Description	Qty	Store	Yard	Price Excl.	Price Incl.	Line Total Incl
UNIGUM 1X10M ROLL GREY 4KG ABE	1		✓	1,476.25	1,699.99	1,699.99

06/04/22

Goods Received in Good Order
David
Name Signature
Date Vehicle Reg. No.

RETURNS: is subject to 15% handling fee. All goods to be in original packaging and resalable condition.
STOCK: Items remain the property of Build it until paid in full.
DELIVERY: Please allow 24 Hours for delivery
Build it does not safeguard stock for customers and will not be liable for any damages or losses for stock not collected WITHIN 7 DAYS of purchase

Thank you for shopping at Build it Swakopmund

Total Excl Vat	1,476 [illegible]
15% VAT	221 [illegible]
Total Incl Vat	1,699 [illegible]

CC 1699.90 7359

E.&.O.E. Subject to standard conditions of sale available on request

Standard Bank

Build It
11 Philip Street
Swakopmund NAMIBIA
04/2022 Time [illegible]
PURCHASE
STMID 141000071[illegible]
TID: 97000 6[illegible]
296
00/547
NI

VISA
*** 7359
Date [illegible]04

unt : NAD 1,159.90
Approved
de 204688
00 - APPROVED

Visa Card
0000000000
0000
[illegible]
80

THANK YOU
ASE VISIT US AGAIN
ACTION WAS VERIFIED BY PIN
STOMER COPY

BUILD BUILDING MATERIALS CC
BUILD IT SWAKOPMUND
PO BOX 6190 SWAKOPMUND
VAT REG NO 10203945-015

REGISTERED BUSINESS
90003962183
084-773
We subscribe to Trans Union ITC

Date [illegible] Page Tax Invoice Time 15:00:42
INV272816
Customer Delivery Address
CASH SALE

Contact CASH
Cell 084-417-[illegible]
e-mail: info@buildit-sk.com

REP	Cashier	Picker:	Security	Driver:
10 VINCENT MUENJO	66 MELVIN			

Description	Qty	Store	Yard	Price Excl	Price Incl	Line Total Incl
DURAM CEMENT PRIMER 20L	1	✓		573.90	659.99	659.99
B&D ANGLE GRINDER 115MM 710W	1	✓		434.77	499.99	499.99

Taken

Received in Good Order

RETURNS: Is subject to 15% handling fee. All goods to be in original packaging and resalable condition
STOCK: Items remain the property of Build it until paid in full
DELIVERY: Please allow 24 Hours for delivery

Name Signature

Date Vehicle Reg. No.

Build it does not safeguard stock for customers and will not be liable for any damages or losses for stock not collected WITHIN 7 DAYS of purchase

Thank you for shopping at Build it Swakopmund

Total Excl Vat	1,008.61
15% VAT	151.29
Total Incl Vat	1,159.90

CC 1159.30 7359

ect to standard conditions of sale available on request

PACIFIC SERVICE STATION

VAT Number 1234567890

NetPOS ver 4.15.3.57
POS ID : 1 Shift No.: 1569
Cashier : ANITA
Sat, 23 Apr 2022 13:56:35
COPY
TAX INVOICE 241814

de ULT ULP95 Pump: 2 Nozzle: 2
endant ANDREAS Unit Price N$ 19.17
5.65L Fuel (Acc) 300.00

TOTAL 300.00
TENDERED 300.00

#: N 8301 S Odo: 1399678
ier number: 92
Holder: PRO TECH SECURITY
No: PAC010 Sub Acc: 000
Balance : 33416.93
VAT #:
d Holder:
rd No.:
oture: Manual
ticle Desc:

AH

Customer Attendant

Thank you for calling
Have a good day
Please call again

PMD BUILDING MATERIALS CC
PO BOX 6190, SWAKOPMUND
13 PHILLIP STR, SWAKOPMUND
TEL. +26464-417030

VAT Registration Number : 10203943-015
CC/2019/02813

Invoice INV235494 27/04/2022 16:27:27

Code	Description	Qty	Total
J101045		1.00	47.90
NAILS STEEL FLUTED 75HM 500G			
Vat			6.25
Total			**47.90**
Tendered			50.00
Change			2.10

CUSTOMER

Account : CASH01
Name : CASH SALE

Cashier : 81 JUJA

Sales Rep: 81

ard Bank

D 905.00
ed

Tax Invoice

Invoice From

ctro Dynamics cc
. Box 2974
akopmund
niel Kambo Street
ex Park

Telephone 00264 64 400323
Fax
E Mail info@electrodynamics.com.na
Vat Registration No 3841451010
Invoice Date 30/04/2022

Invoice To

h Sales

Fax
No:

PLEASE CHECK GOODS BEFORE LEAVING THE SHOP.

Sales & Service is in accordance with
The Electro Dynamics terms & conditions,
available on request.

Not satisfied? Contact 081 285 3 163

Invoice No	Invoice Date	Order Number	Representative	Invoice Number	Page
6	30/04/2022		Serene	INV23905	1 of 1

Code	Description	Quantity	UnitPrice	Disc %	VatAmnt	Line Total
C DRUM CAN Y	[illegible]	5.00	[illegible]		12.54	82.25
IGHT	[illegible] COMPLETE Ready Mix 4 x 20 Bags	1.00	98.70		10.30	68.70
100	[illegible]	1.00	23.62		3.51	23.62
	Zebra Welding Rods 1KG	1.00	74.78		11.09	74.78

D CONDITIONS: Claims to be reported within 48hrs after delivery. Goods supplied correctly nnot afterwards, will be charged with handling fees. The risk passes on to you with receipt of ership remains the property of Electro Dynamics until paid in full. Transactions without credit facilities will be COD. Discounts are allowed as per set out terms and can not be negotiated. elivery times and extra Transport cost can not be guaranteed and is subject to Couriers' deliveries Tariffs. Electronical related items - not claimable
S Warranties = an assurance that certain conditions will be fulfilled, especially that a product will d or replaced if not of a specified quality. Confirm ALL this in writing before purchasing the item s with all products sold. Insurance on highly priced items is strongly advised. We cover product en installed by a Qualified Electrical company and will assist as seen fit.

Subtotal (Exclusive)	249.13
Discount	
Vat	37.37
Total	286.50

SIGN: DATE:

Details: Bank Windhoek, Acc no: 8000545751, Branch 481772, Swakopmund
Note. CASH deposit Fees N pe charges to your account. EFT and card facilities are available in store
Funds must show in our account before releasing goods

Members: DPJ Master, M Master
Owner: 30/04/2022 [illegible]

FNB

CASH BUILD SWAKOPMUND
[illegible] 12:37:35

ild

APPROVED

[illegible]) Ltd

NN1473.15 Ext2

Total Vat 64 425401
26

Customer Name: CASH
Customer No.: CASH
Cust/ VAT No..
Cust Address:

Receipt No.: [redacted]
Cashier: 0190234
Workstation: CBN167P002
Date: [redacted]

Code / Description	Qty	Price	Total
000000491 ANGLE IRON 25X5MM/6M (10.6KG)	1	364.95	364.95
000301781 PAINT BRUSH CUB 25MM	1	29.95	29.95
000301954 BOSCH C/DISC METAL STRAIGHT 115X22.23X1	1	19.95	19.95
008843012 NITTO TAPE WHITE 20MX18MM	1	28.95	28.95
000301758 WHEEL KIT 60MM V	1	317.95	317.95
000300753 SCREW COACH GALVANISED 8X50 (10)	3	35.95	107.85
008892019 CABTYRE SABS 10M	1	149.95	149.95
000300994 SCREW CUT SMOOTH SHANK 4X75 (30)	2	59.95	119.90

C00562226

Standard Bank

RS BRICK FACTORY Cc
ERF 29, AIRPORT ROAD
P.O. BOX 1175
SWAKOPMUND

064 40 4726
064 40 4974
brieke@refsolgroup.com

Tax invoice I32585

Date: 05/05/2022
Page: 1
VAT NO: 4103664-01-5

CASH SALE
JONATHAN

Deliver To:
ERF 2423
LEVITICUS STREET
MATUTURA
0813861128

Account	Order No	Customer VAT No	Delivery Details
CASH			

Code	Description	Qty	Unit Price	Excl Price	Vat	Ext Price
SUP7-R	SUPER BRICKS 7MPA - Reject	0.4	1,300.00	520.00	78.00	598.00

allFORMS REF 2P A1/10231/A 3P A1/10232/A 4P A1/10233/A 4P D/N A1/10234/A VERSION VII

First National Bank
BC: 280472
Acc nr: 62249756703

Sub Total	520.00
Discount	0%
Excl Amount	520.00
Vat	78.00
TOTAL	598.00

Received in good order:
Name: Robert Signature: Date: 10 may 2022

© COPYRIGHT 1993 FORMAX APPROVED SUPPLIER ☎ JHB 011 798 6600 ☎ DBN 031 569 0000 ☎ CT 021 987 3300

VAT REG NO: 10203943-015

Build it

Date | Page | Tax Invoice | Time:

Telephone +26464-417030

INV244045

Customer Delivery Address:
CASH SALE

Customer:
CASH SALE

Contact: CASH
Cell: 064-417 030
e-mail: info@buildit6walvis.com

VAT NO
Account | OrderNum | REP | Cashier | Picker: | Security: | Driver:

Code	Bar Code	Description	Qty	Store	Yard	Price Excl.	Price Incl.	Line Total Incl.
8234710	6009516300189	BUILD IT CEILING PAINT ACRYLIC White EL	1	✓		191.35	219.99	219.99
5646000	5646000	GAS EXCHANGE 9KG LPG	1		✓	239.12	274.99	274.99

SECURITY
Date: 30/3/22
Signature

Goods Received in Good Order

Name | Signature

RETURNS is subject to 15% handling fee. All goods to be in original packaging and resalable condition.
STOCK items remain the property of Build it until paid in full
DELIVERY: Please allow 24 Hours for delivery

Build it does not safeguard stock for customers and will not be liable for any damages or losses for stock not collected WITHIN 7 DAYS of purchase

Total Excl Vat 430.35
Discount 0

Industrial Supplies (Pty) Ltd
Africa
P.O. Box 5878
Walvis Bay
Namibia
Tel +264 64 274600
Fax +264 64 274601
VAT No 0326386-01-5
Bank Windhoek
Walvis Bay (481-872) 8000 503 861

TAX INVOICE INSW105443
SO Number - SO275330
Date - 2022/06/30
Account - CASHSWK
Order No - CASH
Page - 1/1

Customer
Account No: CASHSWK
Cash Customer Swakopmund
SILAS
0812911128

Delivery Address:
ERF 2423
LEVITICUS
MATATURA

Item Description	Quantity	KG Total	Unit	Unit Price	Disc %	Nett Price ex VAT
Square tube MS 25x25x2.0m	2.00	17.84	EA	197.55		395.10
Y-Bar 12mm 6x 6mtr	32.00	32.00	KG	19.82		637.44
Rounding Cents	-1.00			0.03		-0.03

SWACO INDUSTRIES NAMIBIA. TEL: 061-233061

2022/06/30 02:14:56 PM

All goods remain the property of the Supplier until payment has been made in full

Received by: Ester Shungo
Date: 30.06.2022
Signed:

Total ex VAT 1,032.51
Tax 154.89
Total (Incl) 1,187.40

Build it

Date: 23/06/2022 Page: 1 Tax Invoice: **INV253751** Time:

Customer Delivery Address:
HELER INVESTMENTS CC - CASH ACC

Contact: JOHANNES
Cell: 0814100017
e-mail: jhamutenya@live.com

P INVESTMENTS CC - CASH ACC
PO BOX 4646
TA
SWAKOPMUND

OrderNum	REP	Cashier	Picker	Security	Driver
	SANDIE HADSES	31 JULIA			

Code	Bar Code	Description	Qty	Store	Yard	Price Excl.	Price Incl.	Line Total Incl.
10010	6009633742905	LOCK GATE SECURITY W/BOX LGB	1	✓				
20032	J120032	HINGE BUTTERFLY STEEL PIN	2	✓		15.25	16.04	

RETURNS: is subject to 15% handling fee. All goods to be in original packaging and resalable condition.
STOCK: Items remain the property of Build it until paid in full.
DELIVERY: Please allow 24 Hours for delivery

Goods Received in Good Order

Name | Signature | Date | Vehicle Reg. No.

Build it does not safeguard stock for customers and will not be liable for any damages or losses for stock not collected WITHIN 7 DAYS of purchase

Thank you for shopping at Build it Swakopmund

Total Excl VAT	130.25
Discount	0
15% VAT	19.54
Total Incl VAT	149.00
CT	200.00

Subject to standard conditions of sale available on request.

Standard Bank

Build It
13 Philip Street
Swakopmund NAMIBIA
Date 23/02/2022 Time 05:31

PURCHASE

Merchant ID (MID)	141000002151
Terminal ID (TID)	52000347
Batch No	211
Receipt No	005935
Batch/Host	NI

VISA
4848 50** **** 5143
HAMUTENYA/G I MR
Card Expiry Date **/07
Source Chip

Amount : NAD 3,419.70
Approved
Approval Code 303273
00 - APPROVED

Label	Visa Card
AID	A0000000031010
TVR	0080008000
TSI	F800
AC	FD69F80CAF638020
CID	80
Appln Version	

THANK YOU
PLEASE VISIT US AGAIN
THIS TRANSACTION WAS VERIFIED BY PIN
CUSTOMER COPY

Build it

Date: 23/02/22 Page: 1 Tax Invoice: **INV217156** Time:

Customer Delivery Address:
C - S - 24 - E

Contact: C-Sh
Cell: 064-417 030
e-mail: info@buildit swakop.com

REP	Cashier	Picker	Security	Driver
32 GREGORY AUCHAB	16 ENGREDE	Leddy		

Description	Qty	Store	Yard	Price Excl.	Price Incl.	Line Total Incl.
SAF 38X114MM/E GUE CASTER	24		✓			
DELIVERY IN TOWN (< 20KM)			✓			

RETURNS: Ensure stock is correct and free from damages. Once invoice is signed, Build it is not liable for any damage claims

Date: 23/2/22
Signature:

RETURNS: is subject to 15% handling fee. All goods to be in original packaging and resalable condition.
STOCK: Items remain the property of Build it until paid in full.
DELIVERY: Please allow 24 Hours for delivery

Goods Received in Good Order

Build it does not safeguard stock for customers

Total Incl VAT 3 901.55

Build it

Invoice From
Telephone +26464-417010

Date 20-04-2022
Page 1

Tax Invoice
INV233233
Customer Delivery Address:
CASH SALE

Time: 10:54:33

Customer
CASH SALE

Contact: CASH
Cell: 064-417 010
e-mail: info@buildit-swakop.com

Account	OrderNum	REP	Cashier	Picker:	Security:	Driver:
CASH01		81 JULIA	81 JULIA			

Code	Bar Code	Description	Qty	Store	Yard	Price Excl.	Price Incl.	Line Total Incl
A100009	A100009	CEMENT OHORONGO 50KG 32 S	6		✓	76.17	89.90	539.40
V300020	V300020	DELIVERY IN TOWN (+-20KM RADIUS) Ensure stock is correct and free from damages Once invoice is signed, Build it is not liable for any damage claims	1		✓	52.17	60.00	60.00

20/4/22

Goods Received in Good Order
SHIKONGO
Name
Signature
20/4/2022
Date
15782
Vehicle Reg No

RETURNS: Is subject to 15% handling fee. All goods to be in original packaging and resalable condition
STOCK: Items remain the property of Build it until paid in full
DELIVERY: Please allow 24 Hours for delivery
Build it does not safeguard stock for customers and will not be liable for any damages or losses for stock not collected WITHIN 7 DAYS of purchase

Thank you for shopping at Build it Swakopmund

Total Excl Vat	521.22
15% VAT	78.18
Total Incl Vat	599.40
	CT 600.00

Subject to standard conditions of sale available on request

Build it

Date 01-03-2022
Page 1

Tax Invoice
INV219000
Customer Delivery Address:
MONDESA SOUTH OPPORTUNITY TRUST CASH 3

Time 03:09:20

Contact ERA
Cell: 251 124 9651
e-mail: era.teech@gmail.com

OrderNum	REP	Cashier	Picker	Security	Driver
00038	10 MERFIN	81 JULIA			

Code	Bar Code	Description	Qty	Store	Yard	Price Excl	Price Incl	Line Total Incl
001	V300001	SEND SETTED IMPURPOSE :CBM	1		✓	[illegible]	175.68	[illegible]
20	V300020	DELIVERY IN TOWN (+-20KM RADIUS) Ensure stock is correct and free from damages Once invoice is signed, Build it is not liable for any damage claims	1		✓	[illegible]	60.00	[illegible]
03	D690103	DRIGUM 1X10M ROLL GREY 4KG ABE	1	✓	✓	[illegible]	1,555.43	1,555.43

Build it Self

1/3/22

Signature:

Received in Good Order
Andreas
Name
Signature
1/3/22
Date
X13661 S
Vehicle Reg No

STOCK: Items remain the property of Build it until paid in full
DELIVERY: Please allow 24 Hours for delivery
Build it does not safeguard stock for customers and will not be liable for any damages or losses for stock not collected WITHIN 7 DAYS of purchase

Thank you for shopping at Build it Swakopmund

Total Excl Vat	1,555.71
15% VAT	175.35
Total Incl Vat	1,731.06
	CT 145 60 5143

Subject to standard conditions of sale available on request

Build it

BUILD IT SWAKOPMUND
PO BOX 5190, SWAKOPMUND
VAT REG NO. 1002943015

Date: 14/04/2022 | Page: 1 | Tax Invoice: INV232249 | Time: 10:15:25

Customer Delivery Address: CASH SALE

Contact: CASH
Cell: 064-417 030
e-mail: info@builditswak.op.com

Count	OrderNum	REP	Cashier	Picker	Security	Driver
ASH01		61 JULIA NAMUWEDA	61 JULIA			Sebro

Code	Bar Code	Description	Qty	Store	Yard	Price Excl.	Price Incl.	Line Total Incl.
100005	A100005	CEMENT OROBONGO 50KG 32.5	7		✓	75.17	86.90	626.30
300020	V300020	DELIVERY IN TOWN (+20KM RADIUS). Ensure stock is correct and free from damages. Once invoice is signed, Build it is not liable for any damage claims.			✓	52.17	60.00	60.00

SWAKOPM

14/4/22

Signature

Goods Received in Good Order
Name: [illegible] Signature: [illegible]
Date: 14/04/22 Vehicle Reg. No.: N24674S

RETURNS: is subject to 15% handling fee. All goods to be in original packaging and resalable condition. STOCK items remain the property of Build it until paid in full. DELIVERY: Please allow 24 Hours for delivery.

Build it does not safeguard stock for customers and will not be liable for any damages or losses for stock not collected WITHIN 7 DAYS of purchase.

Thank you for shopping at Build it Swakopmund

Total Excl Vat: 590.3
15% VAT: 89.9
Total Incl. Vat: 680.3
CT 700.0

Subject to standard conditions of sale available on request

FNB

STEEL FORCE SWAKOPMUN
2022/03/30 14:45:59
COMMERCIAL
(* *APPROVED* *)
B:00679 ISN:2911
A:005113
P:C 484853xxxxxx4599

Purchase N$427.50

Thank You

rce cc

Windhoek
P.O. Box 11734
Van Der Bijl Street
Tel: 061-331000
Fax: 061-331001

Swakopmund
P.O. Box 705
Tel: 064-406010
Fax: 064-405011

VAT Reg No: 0012074-01-5

DATE	PAGE	DOCUMENT NO.

DELIVER TO

ACCOUNT | YOUR REF

Code	Description	Quantity	Unit	Unit Price	Disc%	Ta
[illegible]	[illegible]	[illegible]		[illegible]		[illegible]

COLLECTION

CLAIMS FOR SHORTAGES TO BE MADE WITHIN 24 HOURS OF RECEIPT OF MATERIAL. STEEL FORCE WILL NOT BE HELD LIABLE FOR ANY CLAIMS AFTER 24 HOURS.

Remaining

Cashbuild

Original

Tax Invoice
Cashbuild (Namibia) (Pty) Ltd
VAT Reg No.: 09276015
SWAKOPMUND
Erf 656 Tamariskia, Ext2

Tel: 064 426400 / Fax:064 426401
www.cashbuild.co.za

Sale

Customer Name: CASH
Customer No.: CASH
Cust/ VAT No.:
Cust Address:

Receipt No.: [redacted]
Cashier: 0190234
Workstation: CBN167P002
Date: [redacted]

Code
Description

email: info@swakoptiles.com

TATION 3569
pmund

CONTACT :

TEL : 081 299 1128

Leviticus Str

JOB: Erf 2423 Matutura

Tiles: Roof pitch at least 17,5° 10.5 tiles per square meter

	Price p/tile N$	No required	Total N$
	11.20	960	10752.00
Price per V-Ridge	39.30	36	1414.80
Price per 1 kg	78.00	1	78.00
Price per Box	365.00	1	365.00
g box	350.00	4	1400.00
on return	50.00	1	50.00
		N$	14,059.80
		N$	16,168.77

6 9.80

365

and exclude VAT.

e delivery.

refunded on return.(N$ 350.00 per Pallet + Boards)

NO RETURNS (Make sure the quantities are correct)

This quotation is valid for 30 days as of today, thereafter by confirmation only.

Slight colour deviation may occur due to different batches.

We hope that the above is to your approval and are looking forward to your favourable response.

I (Client), herewith accept the quotation as above.

Client

Our Bank Details:
SWAKOP TILES cc
Bank: Bank Windhoek
Branch: 481772
A/C No: 800 1404 924

Please mail proof of payment.

NO CASH Deposits !!
We will forward the cash deposit fees to you.
Please deliver cash to our office: 1 Bohr Street
New Industrial area, Swakopmund

FNB

TRO PUMP SERVICES

Tax Invoice

Tax Date	Sale No
	22014

You - Please Call Again

Description	Qty	Rate	Amount

Subtotal	
VAT Total	
Total	

Visit Our website: www.electrodynamics.com.na

NEDBANK
SWAKOP
LENYA STREET

VB HARDWARE&BUI
P.O.
SWAKOPM
Tel No: +2
VAT REG NO:

TAX INVOICE
CASH TATE STEAM
PO BOX 1
SWK

DUR DTM SMOOTH BLA
DUR CEMENT PRIMER

TOTAL EXCL VAT:
TOTAL VAT :
ROUNDING :

TOTAL DUE :
CREDIT CARD OF:
CHANGE :

EXCL. 271.17 15% : 40.67

NO RETURNS WILL BE ALLOWED UNLESS THE ORIGINAL INVOICE IS PROVIDED. A HANDLING FEE OF 10% WILL BE CHARGED AFTER 3 DAYS

Cashier: M MURANGI
29/06/2022 15:20
NO RETURNS ALLOWED AFTER 00 DAYS

NEDBANK
Namibia
EMV SALE
SHEEONGO/S MR
Visa Card
AUTHORISE
TRACE NO

Account No.

RECEIPT A 691969

NATIONAL

Discount	Debtors	Sundry
	1300 7 54	

ONE THREE ZERO ZERO SEVEN Dollars
FIVE four Cents

EFT Code B 518

p.p. M. PUPKEWITZ & SONS (PTY) LTD.

Tax Invoice

Invoice From:
COASTAL CEMENT WORKS
P O BOX 4065
SWAKOPMUND
Website www.constalcementworks.com.na

Telephone 064 404818
Fax Number 088649854
E-Mail coastalcement@iway.na
Vat Reg No 2596339-01-5
Invoice Date 30/03/2022

Invoice To:

Deliver to
SII AS 0812991128
2423 MATATURA
LEVITICUS STR

Vat Registration No :

Account No	Invoice Date	Order Number	Invoice Number	Page
OUKTAT	30/03/2022		INV47755	1

Item Code	Description	Quantity	Unit Price	Disc %	Vat %	Line Total
B	50 KG BOKS	800.00	15.98		15.00%	12,784.00
DOPT	TRANSPORT TOWN	1.00	75.00		15.00%	75.00
SII	SURFE 2 Bag	420.00	2.51		15.00%	1,054.20

Bank Details Standard Bank, Swakopmund
Acc Nr 041376315
Branch Code: 082172
Account Name Coastal Cement Works

Number of Items 1221

Subtotal (Exclusive)	**12,098.43**
Vat	**1,814.77**
Invoice Total	**13,913.20**

Tax Invoice

Standard Bank

om:
COASTAL CEMENT WORKS CC
PURCHASE
VISA
4848 53** **** 6212
Amount NAD 4,869.00
Approved
Approval Code 203640
rks.com.na

o:

Telephone 064 404818
Fax Number 088649854
E-Mail coastalcement@iway.na
Vat Reg No 2596339-01-5
Invoice Date 22/04/2022

Deliver to
SILAS 0812991128
2423 MATATURA
LEVITIKUS STR

Order Number	Invoice Number	Page
	INV47974	1

Description	Quantity	Unit Price	Disc %	Vat %	Line Total
B 50KS	300.00	15.98		15.00%	4,794.00
SUPT TRANSPORT TOWN	1.00	75.00		15.00%	75.00

Bank Details Standard Bank, Swakopmund
Acc Nr: 041376315
Branch Code: 082172
Account Name: Coastal Cement Works

Number of Items 301

Subtotal (Exclusive)	**4,233.91**
Vat	**635.09**
Invoice Total	**4,869.00**

Tax Invoice

Standard Bank

COASTAL CEMENT WORKS CC

PURCHASE

VISA
4840 52** **** 0857
Amount : NAD 1,673.00
Approved
Approval Code : 200347

e From:

orks.com.ne

o:

Telephone : 064 404818
Fax Number : 088649854
E-Mail : coastalcement@iway.na
Vat Reg No : 2596339-01-5
Invoice Date : 03/05/2022

Deliver to

CASH SALE

ESTER 0812879586
2423 LEVETIKUS STR
MATATURA

CASH01	03/05/2022	Order Number	Invoice Number	Page
			INV48123	1

Item Code	Description	Quantity	Unit Price	Disc %	Vat %	Line Total
B	"9" BLOCKS	100.00	15.98		15.00%	1,598.00
SUP1	TRANSPORT TOWN	1.00	75.00		15.00%	75.00

Bank Details: Standard Bank, Swakopmund Acc Nr: 041376315 Branch Code: 082172 Account Name: Coastal Cement Works	Number of Items 101	Subtotal (Exclusive) 1,454.78 Vat 218.22 Invoice Total 1,673.00

Surestool Investments (Pty) Ltd Co Reg. No. 2015/0294

SURE STEEL
Reinforced Steel

Telephone +26464463670
Facsimile +26464463664
Postal P.O. Box 5878
Walvis Bay
Namibia

VAT Reg: 0580012-01-0
E-mail sales@surestool.com.na
Physical Einstein Street
Erf 3690
Swakopmund

Tax Invoice

Invoice # INV15794
Date 2022/04/28
Page 1 of 1

To:
Cash Customer
Jonas Iita

Deliver To:
Cutting Sheet : SOQ81516

Account	Your Ref.	Tax Reference	Project
CASH	Jonas Iita		

Item Description	Quantity	Unit	Unit Price	Tax	Nett Price
Round Bar 10mm	19.000	Kg	19.50	55.58	370.50

PAID
CASH

Bank details:
Bank Bank Windhoek
Branch 481872
Account # 8004626082
Please include your account code on all EFTs CASH

Date 28/4/22

Signed

Total (Excl)	370.50
Tax	55.58
Total (Incl)	**426.08**

Printed: 2022/04/28 07:44:38 AM

Tax Invoice

Invoice From

Electro Dynamics cc
P.O. Box 2974
Swakopmund
Daniel Kambo Street
Apex Park

Telephone 00264 64 400333
Fax
E Mail info@electrodynamics.com.na
Vat Registration No 3843451010
Invoice Date 29/06/2022

Invoice To

Cash Sales

Tel: Fax:
VAT No:

PLEASE CHECK GOODS BEFORE LEAVING THE SHOP.

Sales & Service is in accordance with
The Electro Dynamics terms & conditions.
available on request.

Not satisfied? Contact 081 285 3 163

Account No	Invoice Date	Order Number	Representative	Invoice Number	Page
CAS006	29/06/2022		[illegible]	[illegible]	[illegible]

Item Code	Description	Quantity	UnitPrice	Disc %	VatAmnt	Line Total
GALV SS 8X75	Galv Set Screw 8×75mm	[illegible]	[illegible]		[illegible]	[illegible]
COACH SCREW 6X50	Coach screw Galv 6×50mm	[illegible]	[illegible]		[illegible]	[illegible]
COACH SCREW 8X50	Coach Screw Galv 8x50mm	2.00	[illegible]		[illegible]	[illegible]

TERMS AND CONDITIONS: [illegible]

Subtotal (Exclusive)	27.57
Discount	
Vat	4.13
Total	31.70

NAME: SIGN: DATE:

Bank Details: Bank Windhoek, Acc no: 8000545751, Branch 481772, Swakopmund
Note: CASH deposit Fees will be charged to your account. EFT and card facilities are available in store.
Funds must show in our account before releasing goods

Members: DPJ Mostert, M Mostert
Created: 29/06/2022 12:42:20

Tax Invoice

Invoice From

Electro Dynamics cc
P.O. Box 2974
Swakopmund
Daniel Kambo Street
Apex Park

Telephone 00264 64 400333
Fax
E Mail info@electrodynamics.com.na
Vat Registration No 3843451010
Invoice Date 26/04/2022

Invoice To

Cash Sales

Tel: Fax:
VAT No:

PLEASE CHECK GOODS BEFORE LEAVING THE SHOP.

Sales & Service is in accordance with
The Electro Dynamics terms & conditions.
available on request.

Not satisfied? Contact 081 285 3 163

Account No	Invoice Date	Order Number	Representative	Invoice Number	Page
[illegible]	[illegible]		[illegible]	[illegible]	[illegible]

Item Code	Description	Quantity	UnitPrice	Disc %	VatAmnt	Line Total
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	7.00
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	18.00	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]

TERMS AND CONDITIONS: [illegible]

Subtotal (Exclusive)	[illegible]
Discount	
Vat	[illegible]
Total	[illegible]

NAME: SIGN: DATE:

Bank Details: Bank Windhoek, Acc no: 8000545751, Branch 481772, Swakopmund
Note: CASH deposit Fees will be charged to your account. EFT and card facilities are available in store.
Funds must show in our account before releasing goods

Members: DPJ Mostert, M Mostert
Created: [illegible]

Build it

RMD BUILDING MATERIALS CC
T/A BUILD IT SWAKOPMUND
PO BOX 6190, SWAKOPMUND
VAT REG NO: 10203943-015

STANDARD BANK
60003962163
084-773
We subscribe to Trans Union ITC

e From
hone +26464-417030

Date 03/12/2021 | Page 2 | Tax Invoice INV194700 | Time: 09:29:44

Customer Delivery Address:
CASH SALE

mer:
SALE

Contact: CASH
Cell: 064-417 030
e-mail: info@buildit swakop.com

unt	OrderNum	REP	Cashier	Picker:	Security:	Driver:
3H01		15 MATHEUS ABRAHAM	63 SOFIA			

Signature:

de	Bar Code	Description	Qty	Store	Yard	Price Excl.	Price Incl.	Line Total Incl.
0004	5449000028921	COOLDRINK 1.25L COKE	1			0.01	0.01	0.01

SECURITY
3/12/21
Signature:

ds Received In Good Order
Name
Signature
Date
Vehicle Reg. No.

RETURNS: is subject to 15% handling fee. All goods to be in original packaging and resalable condition
STOCK :Items remain the property of Build it until paid in full
DELIVERY: Please allow 24 Hours for delivery.

Build it does not safeguard stock for customers and will not be liable for any damages or losses for stock not collected WITHIN 7 DAYS of purchase.

Thank you for shopping at Build it Swakopmund

Total Excl Vat :	3,204.78
15% VAT	480.72
Total Incl. Vat :	3,685.50

CC 3685.50 5143

ubject to standard conditions of sale available on request.

Electro Dynamics
P.O Box 2974
Swakopmund
Daniel Kamho Street, Apex Park
Tel: 064 400323 Fax: 0886520540
email: info@electrodynamics.com.na

Estimate

Tax Date	Estimate no:
24/03/2022	14315

Customer Details:
CASH SALES

Visit our website for our full range of products:
www.electrodynamics.com.na
Not satisfied with the service received ? Contact 081 285 3163 / dave@electrodynamics.com.na

Rep: PA

Description	Qty	Unit Price (excl. VAT)	Total
CH002S 12W LED ceiling 4000k	1	177.98	177.98
JB13 STEM Ceiling light 300mm E27	2	175.49	350.98
057456 7W Stix Cool White E27	4	24.95	99.80
JB13 MCL Ceiling Light 300mm E27	2	196.09	392.18
057456 7W Stix Cool White E27	4	24.95	99.80
CF187 Ceiling light 1 x BS 350mm	1	136.00	136.00
057456 7W Stix Cool White E27	1	24.95	24.95
CDI 4x4 Double Socket	5	93.66	468.30
CDI 1 Lever 1Way Switch	4	28.26	113.04
CDI 2 Lever 1 Way Switch	1	37.13	37.13

BEFORE ACCEPTING THIS ESTIMATE, PLEASE ENSURE TO READ THE BELOW IMPORTANT NOTICE:

Prices are valid for 7 days. Any items ordered specifically, can NOT be returned/ refunded. Quoted delivery times and extra transport cost is subject to Couriers' deliveries and their tariffs. Discounts are allowed only as per set out terms and can not be negotiated.
To prevent delivery delays, confirm delivery times and stock availability before placing an order or re-quoting your client. Overnight fees will be charged extra.
Guarantee/ warranty = an assurance that certain conditions will be fulfilled, especially that a product will be repaired or replaced if not of a specified quality. Please confirm this in writing before purchasing the item as it varies with all products sold. Insurance on expensive products is strongly advised.
Will cover product failure when installed by a Qualified Electrical company and will assist as soon as on the specific installation and site. No claims on Electronic items. ASK sales for our Solar Conditions if not received. Prices are ex-Swakopmund

Subtotal	N$1,900.18
VAT Total	N$285.03
Total	N$2,185.21

ACCEPTED: NAME: SIGN: DATE:

Bank Details: Bank Windhoek, Acc no: 8000546751, Branch: 481772, Swakopmund
NOTE: CASH DEPOSIT PBES will be charged to your account. EFT and card facilities are available.
Funds must show in our account before releasing goods

Members: DPJ Mostert, M Mostert

Bank Windhoek

Electro Dynamics

M100000000000545 (100)19020 T001
Device ID 33245928

AUTH BATCH SEQ
226 1H 173472 0111#0690
db4040c 11fd1-4c2f-b416-
2e854: u1h53
[illegible]8736
Bank Windhoek Debit
Visa Debit
AID:A0000000031010

2021-12-18 09:04:02

urchase
efault/Unspecified Acco
nt
[illegible]8736

urchase N$897.00

otal N$897.00

gic M-4 331-245-928
nkwind: 02:09:20:0000

Tax Invoice

VAT No: 3841451013	
Tax Date	Sale No.
18/12/2021	18297

BEFORE LEAVING THE SHOP	Rep	Payment Method
mnd Branch: 481772, Account: 8000545751	C8	Debit Card WHK

	Qty	Rate	Amount
	1	400.00 380.00	400.00 380.00

TERMS AND CONDITIONS: Claims to be reported within 48 hours after delivery. Goods supplied correctly and returned afterwards, will be charged with handling fees. While the risk passes on to you on receipt of goods, ownership remains the property of Electro Dynamics until paid in full.
Quoted delivery times and extra transport cost can not be guaranteed and is subject to Couriers' deliveries and their tariffs.
Electrical related items - not claimable
Guarantee/ warranty – no assurance that certain conditions will be fulfilled, especially that a product will be repaired or replaced if not of a specified quality. Please confirm this in writing before purchasing the item as it varies with all products sold.
CASH DEPOSIT FEES will be charged to your account. EFT and card facilities are available.
Not satisfied ? Contact 081 285 3163

Subtotal	N$780.00
VAT Total	N$117.00
Total	N$897.00

Visit Our website: www.electrodynamics.com.na
Members: ISPA Alliance, Ad Master

Standard Bank

Build It
13 Philip Street
Swakopmund, SAMIBIA
9000
PURCHASE
(MID) 141000001151
(TID) 50000545
946
000941
NI

VISA
** 6212
: MR
Date **10

int : NAD 3,920.00
Approved

BUILD IT BUILDING MATERIALS CC
[illegible] ROAD T [illegible]MUND
PO BOX 1130 SWAKOPMUND
VAT REG NO 10003943-013

STANDARD BANK
[illegible]
[illegible]
Not subject to Trade Union [illegible]

Date 09/04/2022 Page 1 Tax Invoice Time: 16:36:54

INV230865
Customer Delivery Address
CASH SALE

Contact: CASH
Cell: 064-417 030
email: info@buildit swakop.com

REP	Cashier	Picker	Security	Driver
11 STEVIE	66 MELVIN			Fortuna

Description	Qty	Store	Yard	Price Excl.	Price Incl.	Line Total Incl.
CEMENT CHEETAH 50KG 42.5	40		✓	[illegible]	[illegible]	[illegible]
DELIVERY IN TOWN (+-20KM RADIUS): Ensure stock is correct and free from damages. Once invoice is signed, Build it is not liable for any damage claims	1		✓	52.17	60.00	60.00

Pallet Out

7/4/22

Signature

RETURNS is subject to 15% handling fee. All goods to be in original packaging and resalable condition
STOCK items remain the property of Build it until paid in full
DELIVERY: Please allow 24 Hours for delivery

Goods Received in Good Order
SILAS
Name
Signature
4/April/22
Date
N15782
Vehicle Reg. No

Build it does not safeguard stock for customers and will not be liable for any damages or losses for stock not collected WITHIN 7 DAYS of purchase

Thank you for shopping at Build it swakopmund

Total Excl Vat [illegible]
15% VAT [illegible]
Total Incl Vat [illegible]
CC 3920.00 [illegible]

Subject to standard conditions of sale available on request.

Cell: 064 417 030
e mail: info@builditswakop.com

Item	Dim Code	Description	Qty	Store	Yard	Price Excl	Price Incl	Line Total Incl
320	B150020	FRAME DOOR PINE 1BT	2		✓	347.76	399.95	799.90
212	A500212	LINTEL 1.8M	2		✓	72.25	83.93	167.86
210	A500210	LINTEL 1.2M	5		✓	52.17	60.28	301.40
314	L310014	PIPE SV 30MMX4M PRE-CUT	1	✓	✓	112.00	129.53	129.53
520	U500020	DELIVERY IN TOWN (+-20KM RADIUS) Ensure stock is correct and free from damages. Once invoice is signed, Build It is not liable for damage claims	1		✓	52.17	60.00	60.00

16/4/22

Signature

SILAS

Build it does not safeguard stock for customers and will not be liable for any damages or losses for stock not collected WITHIN 7 DAYS of purchase

Total Incl Vat 2615 00 62 12

Subject to standard conditions of sale available on request

Standard Bank

Build It

PURCHASE

VISA

INV216702

Freddy

Signature

28/9/22

18730

FNB

Thank You

Customer Name: CASH
Customer No.: CASH
Cust/ VAT No.:
Cust Address:

Receipt No.:
Cashier: 0190234
Workstation: CDN167P002
Date:

Code / Description	Qty	Price	Total
000955313 TAPE MEASURE 5M	1	82.95	82.95
009160450 ALLEN KEY SET 1.5 TO 10mm	1	74.95	74.95
000554300 NIPPLE TEE 90 FTHR 20x20x1/2"	1	62.55	62.55

Standard Bank

Build It

PURCHASE

VISA

4048 50** **** 5143

Amount : NAD 1,266 60

Approved

Approval Code 004178

00 APPROVED

THANK YOU

CUSTOMER COPY

END BUILDING MATERIALS CC
T/A BUILD IT SWAKOPMUND
PO BOX 5130 SWAKOPMUND
VAT REG NO. 10203943-015

Date Page Tax Invoice Time

INV215843

Customer Delivery Address:
CASH SALE

Contact CASH
Cell 064 417 030
e-mail info@builditswakop.com

REP Cashier Picker Security Driver

Description	Qty	Store	Yard	Price Excl	Price Incl	Line Total Incl
2 SQUARE BOLT & NUT 10X90MM 0 BOX	1	✓			1 164.69	1 164.69
GHER FENDER (SMALL) 0X35X1.5 P100	1	✓			107.94	107.94

STOCK items remain the property of Build it until paid in full

Build it

INV194844

Sethro

1 x Pallet ord

7/3/22

Build it

Pls Deliver Tomorrow Morning.

INV219709

Sethro

SWAKOPMUND

Date: 1/3/22

Signature:

Build it

INV194844
Customer Delivery Address

Contact
Call
Email

Bar Code | Description | Qty | Price Ex | Price Incl

6001055704165 | BOX WALL PLUGS FLS STIC 6X4

Sign

Standard Bank

Build It

PURCHASE

VISA

Amount NAD 695.65
Approved

CUSTOMER COPY

Waltons
Breeding success

Tax Invoice

TEMNAME	QTY	PRICE	TOTAL
PHOTO COPIES BLACK A4 SINGLE 77604	4	2.00	8.00
COM OF DOCUMENTS 77605	3	1.00	3.00
Email Send or Received 77602	1	1.00	1.00

Total N$ 12.00
Other Rounding N$ -0.04
VAT @ 15% N$ 1.65
Cash N$ 50.00
Change Bank (Cash) N$ 37.95

TAX INVOICE / BELASTINGFAKTUUR 07

From / Van: TISEC CC, P.O. Box 1995, Swakopmund
Date / Datum:
V.A.T. Reg. No./B.T.W. Gereg. Nr.:

To / Aan: Mr Silas Shilongo, Erf 2423 Matutura, Swakopmund
V.A.T. Reg. No. / B.T.W. Gereg. Nr.:

Quantity Hoev.	Description Beskrywing	Unit Price Eenheidsprys	Amount Bedrag	
1x	Inspection Floor/DPM		750	00
		Sub Total Subtotaal		
		V.A.T. inclusive % B.T.W. ingesluit		
		TOTAL TOTAAL	750	00

TERMS / TERME

Delete as applicable / Skrap wat nie van toepassing nie

TISEC cc
P.O. BOX 1995 SWK
Cell: 0813203103
Email: info@tisec.com.na
CC/2013/03803

OHONA INVESTMENTS

FEE PROPOSAL

CUSTOMER
Mr Silas Shilongo
Erf 2423 Matutura
CELL 081299128

ARCHI-QOUTE 2021 -0015- ERF 2423 Matutura				
Item	Description	Qty	Rate	Line Total
1,1	Architectural Designs			
1,2	Additions Main Dwelling	74,3	20	1486
1,3	Garage	40,5	20	810
1,3	Boundary wall	1	650	650
			Sub-total	2946
			Discount	
			VAT@15	
			TOTAL	2946

Please do not hesitate to contact us should you require any further information in this regard.

Yours Faithfully

For OHONA INVESTMENTS

ACCEPTANCE

SIGNATURE

ANNEXURE "I"

GAENOR MICHAELS
& Associates

Office (0481) 303559 / 303750 / 304449
Office Mobile 0813591845 Fax (0481) 8862360

PRO-FORMA INVOICE

VAT NUMBER 3444737-01

Ref: GM/
08 AUGUST 2022

SILAS BHIKONGO
RE: TRANSFER FROM TO SILAS SHIKONGO

OF: ERF 1448 GOREANGAB

TRANSFER REGISTRATION COSTS ON PURCHASE PRICE OF: N$300 000.00	AMOUNT N$	15% VAT N$
Transfer Fees *(as prescribed in Government Gazette No 180, contained in Government Gazette No 1340)*	5 000.00	750.00
Transfer Duty *(To the Ministry of Finance to the Transfer Duty Act No 14 of 1993)*	0.00	
Stamp Duty *(To the Ministry of Finance to the Stamp Duties Act No 15 of 1993)*	0.00	
Deeds Office Fee *(to the Ministry of Lands, Resettlement and Rehabilitation to Government Notice No 180, contained in Government Gazette No 1340)*	300.00	45.00
Disbursements	550.00	82.50
FIA FORM	500.00	75.00
Document Generation fee	186.35	
Deed of Donation	2 500.00	375.00
TOTAL	N$ 9 036.35	N$ 1 327.50
AMOUNT DUE AND PAYABLE	**N$10 363.85**	

Banking Account Details: -
Account Name: Gaenor Michaels & Associates
First National Bank
Grove Mall
Account Number: 62255162431
Branch Code: 289375
***PLEASE QUOTE OUR REFERENCE your erf no ON YOUR DEPOSIT SLIP AND FORWARD SAME TO: -**
FAX (00264) 61 256253 or E-MAIL: gaenor.michaels@gmail.com and joan@gmassociates.com.na

ANNEXURE "J"

SWORN STATEMENT/AFFIRMED STATEMENT

SURNAME SHALONGO FULLNAME SILAS

ID .NO 7509061005 3

SEX MALE AGE 48 OCCUPATION FARTER

HOME ADDRESS ERF 2223 LENTULIS CELL/TEL 081-2991128

BUSSINES ADDRESS SWAKOP URANIUM CELL/TELL 064-410 9000

MY HOME LANGUAGE OSHIWAMBO BUT I DECLARE IN ENGLISH.

I AM HEREBY DECLARE UNDER OATH THAT I LOST THE RECEIPT OF BUILDING MATERIAL THAT I SPEND ON ABOVE MENTION HOUSE NUMBER THEN I SPEND PLUS MINUS $6-000-00

I KNOW AND UNDERSTAND THE CONTENTS OF THIS DECLARATION
I HAVE NO OBJECTION TO TAKING THE PRESCRIBED OATH
I CONSIDER THE PRESCRIBED OATH AS BINDING ON MY CONSCIENCE

PLACE MONDESA POLICE

DATE 22/07/2022

TIME 10:39

SIGNATURE

I CERTIFY THAT THE DEPONENT ACKNOWLEDGE THAT HE/SHE KNOW AND UNDERSTAND THE CONTENT OF THIS DECLATION,WHICH WAS READ THROUGH,SWORN TO AND SIGNED IN MY PRESENCE AT MONDESA ON THIS 22 DAY OF 07 2022 AT ABOUT 10:39

NAMIBIAN POLICE
MONDESA
22 JUL 2022

COMMISSIONER OF OATH

NAME : A-A- ACUCENTO

RANK : CONSTABLE

FORCE NO : 022634

ADDRESS : Mondesa Police Station

TEL : 064415007

11.1.15 **INVITATION: HATS & ROSES LADIES BREAKFAST**
(C/M 2022/10/27 - 3/15/1/6/1)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **9.3** page **08** refers.

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

Attached is an invitation from Ms Celeste de Klerk the Branch Manager of Cancer Association Namibia (CAN) - Erongo Centre. The CAN's Erongo Branch will be hosting a Hats & Roses Ladies breakfast in support of women fighting cancer in Namibia.

The Hats & Roses Ladies breakfast will take place on **29 October 2022** at the Dome (Sky Hall) in Swakopmund. Council is hereby requested to purchase tickets to the value of **N$500.00 per person**. Management committee on **09 August 2018** under item 10.3 resolved as follows:

(a) *That Management Committee takes note of the invitation from the Cancer Association Namibia (CAN) - Erongo Centre and support the first Hats & Roses breakfast to be hosted on 13 October 2018 at the Swakopmund Hotel & Entertainment Centre in Swakopmund.*

(b) *That Council purchases a table for ten (10) at the value of N$3 500.00.*

(c) *That the four (4) female Councillors attend the event.*

(d) *That permission be granted to General Managers to each nominate two (2) females staff members with long years of services (15 years and above) in the Patterson band A-B from their Department to attend the event.*

(e) *That the funds be defrayed from the Corporate Service's Publicity Vote 102010212700, where sufficient funds are available.*

The Sponsorship Committee on **2 September 2022** recommended that Council donates the amount of N$5 000.00" in *kind*" towards the event. It is also proposed that the Cancer Association Namibia (CAN) - Erongo Centre should be requested to give Council feedback on their activities in Erongo region for 2021 and 2022, especially to the Swakopmund residents.

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

RECOMMENDED:

(a) That the invitation to the Hats & Roses breakfast from the Cancer Association Namibia (CAN) – Erongo Centre be noted.

(b) That Council supports the Hats & Roses breakfast, scheduled to be hosted on 29 October 2022 at the Dome (Sky Hall) in Swakopmund by donating N$5 000.00 "*in kind*".

(c) That the funds be defrayed from the Corporate Service's Publicity Vote 150515533000, where N$25 3500.13 is available.

(d) That the Cancer Association Namibia (CAN) - Erongo Centre provides Council with feedback on their activities in Erongo region for 2021 and 2022, especially to the Swakopmund residents.

Aili Gebhardt

Subject: FW: Hats & Roses 2022
Attachments: FB Post mail.jpg

Importance: High

Good Morning All

It is with great excitement that I announce that our annual Hats & Roses is happening this year!!! It will take place on 29 October 2022 at the Dome. Please see official advert attached. These tickets are hot property and they fly fast, so please make haste in contacting me to secure yours. As in the past, we invite companies to purchase tables for their female employees

We look forward to you joining us as we celebrate all women, especially those who has lost the fight against cancer, those who are still fighting and those who overcame. 😊


Hats Roses
HOPE is the feather that reminds us that we have WINGS
CORDELIA
SOAR ON WINGS OF HOPE
DATE: Saturday 29 October 2022
TIME: 09:00
VENUE: The Dome Sky Hall
DRESS CODE: Flowers & Feathers
TICKETS: N$50pp
Tickets are available at 064 461 271 or elongo1@can.org.na
DODO

11.1.16 **OFFICE OF THE MAYOR ANNUAL PLAN**
(C/M 2022/10/27 - 5/5/7)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **9.4** page **11** refers.

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

This submission aims to seek approval for the Annual Plan Activities for the Office of the Mayor. For ease of reference, **(attached)** is the Annual Plan.

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

RECOMMENDED:

That the Annual Plan for the Office of the Mayor be approved.

Annual Plan: Office of the Mayor October-December 2022

Key Priorities

- *Social engagements with community members*
- *Corporate social responsibility*
- *Community engagements: Open door policy to listen to the needs of our community*
- *Raising funds through gala dinners and sponsorships towards the Mayoral Development Fund to be able to assist the less vulnerable communities in the town.*
- *Strategic partnerships with Nampol to ensure that the safety of the town remains a priority.*
- *The provision of electricity to the DRC and Wagdaar Informal settlements.*
- *The social upliftment of the community members*
- *Facelifting of the town of Swakopmund to maintain its current status quo as the tourism hub in order to boost the economy*
- *Bungalows upliftment: restaurant, bar and conference facilities, child friendly, playground, swimming pool*

The Chairperson of the Council for the year 2022 hereby request for the approval of the Annual plan which outlines the number of activities which should be implemented during the year.

Action plan

Item	Description	Stakeholders	Status
Schedule of meetings with various stakeholders	1. Introduction of the Mayor 2. Strengthen existing relationships 3. Request statistics and reports where funding is applicable such as from Nampol 4. Introduction and implementation of possible MOUs (Nampol) 5. Delivering of motivational messages at schools and correctional facility 6. Provision of hygiene packs to needy at hospitals 7. Engage church leaders 8. Food aid to vulnerable community members	• Nampol • Correctional facility • Church leaders • Hospitals • Schools • Social workers	Oct-Nov
Drug Awareness Campaign	1. Host a stakeholders' meeting to discuss the recent increase in drug abuse 2. Host youth discussions to motivate youth as well as to create awareness on the dangers of drug abuse	• Council • Executive Management of Council • Nampol • Drug Squad Walvis Bay • Special Reserve Force • Police Reservist Swakopmund Coordinator • Magistrate Court • Social Workers	Nov
Sponsorship requests	1. Request for sponsorship to various stakeholders for necessity items.	• Various stakeholders within the Erongo Region	Ongoing
Implementation of the Food Aid in Swakopmund	1. Provision of food to the vulnerable community members 2. Establish a beneficiary list in conjunction with the MoHSS, MGECW and the Constituency Council	• MHSS, MGECW, Constituency	
Community engagements	Open door policy to community to assist where possible	Swakopmund	Ongoing
Hygiene packs	Distribution of hygiene packs which includes toilet paper and basic toiletries to vulnerable communities at hospitals.	Swakopmund hospital/clinics	Ongoing
Mayoral Development Fund	Host fundraising activities that will generate income for the Mayoral Development Fund	Swakopmund stakeholders	2023
Christmas Lunch with Senior citizens	Distributions of food parcels to senior citizens of Swakopmund	Senior citizens	Nov/Dec

11.1.17 **POSSIBLE OPTIONS TO PROVIDE AMBULANCE SERVICES TO THE RESIDENTS OF SWAKOPMUND**
(C/M 2022/10/27 - 15/3/2)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **10.1** page **03** refers.

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

1. Introduction

The purpose of this submission is to present the Management Committee with a range of possibilities that can be applied to offer effective ambulance services to the community of Swakopmund.

2. Background

The people of Japan donated two fully equipped ambulances to the Swakopmund Municipality. The two ambulances are intended to provide the sick or injured with a 24/7 pre-hospital emergency and non-emergency care as well as transportation to and between hospitals.

In addition, the ambulance personnel are expected to offer public education programs to promote rapid and appropriate use of emergency medical resources in times of need. Unfortunately, to date, the two ambulances could not be used to its optimal because of:

- *Lack of basic life supporters, emergency care workers, and other paramedical employees with training in pre-hospital emergency medicine ambulance*
- *The absence of an emergency communication center or computer-aided dispatch system.*
- *A lack of resources to support and maintain the ambulance service to serve Swakopmund and adjacent communities.*

3. Financial Implications

For any emergency medical services to serve its community effectively, there should be funds to cover the service viz. salaries, equipment, medical supplies, training, and insurance, among others. Unfortunately, local governments - Swakopmund, in particular, are finding it more difficult to provide this service due to limited resources. Additionally, as the majority of our clients and users are low-income earners, the financial input of these services will not be recovered. Thus making it challenging to sustainably provide this service. In the case that Swakopmund want to provide the ambulance service, the following expenditure must be considered.

(i) Personnel expenditure (two shifts)

3 x (BLS) - 3 x N$346,951 = N$1,040,853.00
3 x (ECP) - 3 x N$422,119 = N$1, 266,357.00

(ii) Medical supplies unknown

(iii) Vehicle Maintenance unknown

(iv) Fuel and service unknown

4. Various options to Operate the Ambulance

To meet rising expectations from the community to provide the ambulance services amid tight budget, Council should consider long-term service viability by creating new revenue streams or find alternative sources. Examples are explain hereunder:

Option 1: Ambulance levy:

Levying all residents to generate sufficient funds. This initiative might not be popular among the majority of residents due to current unfavorable economic conditions. At the moment, there are 17,600 residential accounts and 1500 business accounts in Swakopmund that can be levy.

Option 2: Develop a user fee:

Determine a user fee to be charged to those using the ambulance on a cost-recovery basis. For example in 2019, the City of Windhoek announced that the basic life support service in urban areas for non-medical aid fund patients, for up to 45 minutes has increased from N$ 1 180 to N$ 1 246. This amount however doubles every 15 minutes thereafter. These figures are extremely expensive, especially for low-income earners in Swakopmund.

Option 3: Outsourcing the service:

Contracting out the ambulance service and processes to third-party providers. The benefits of outsourcing can be substantial - from cost savings and efficiency services.

5. Presentation by Mr. Michael Cloete

Mr. Michael Cloete presented a deputation to the council on August 16, 2022, requesting to be considered to lease the two municipal ambulances and to sign a memorandum of understanding (MOU) with Council to provide emergency services to the community on the council's behalf.

During the presentation, Mr. Michael Cloete indicated the services to be provided during the Lease period:

- *To provide high-quality emergency medical services to the residence of Swakopmund Municipal Boundaries.*
- *To rendered medical support on all municipal sports ground activities;*
- *To cater to visitors at municipal accommodation facilities;*
- *To assist with disaster management in and around Swakopmund;*

- *To help mitigate the effects of outbreaks;*
- *To assist and conduct community education programs;*
- *To provide first aid training to municipal employees and incident management (evacuation procedures etc.).*

6. Proposal

In light of the aforementioned three possibilities, the Economic Development Services Department is proposing that the Council call for an expression of interest from a locally licensed emergency medical evacuation company to lease the two ambulances in order to provide ambulance services. This will cut costs and enable the municipality to concentrate on its core activities.

Additionally, it is suggested that the expression of interest be requested in accordance with the procurement Act Act No. 15 of 2015, which was passed ***to*** ***"regulate the procurement of goods, works and services, the letting or hiring of anything or the acquisition or granting of rights for or on behalf of, and the disposal of assets of, public entities...."***.

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

RECOMMENDED:

(a) That Council enters into a partnership agreement with Mr Michael Cloete, a locally licensed emergency medical evacuation company, to lease the two ambulances in order to provide ambulance services.

(b) That the above be subject to the Procurement Act; Act 15 of 2015 which regulates the procurement of goods, works and services, the letting or hiring of anything or the acquisition or granting of rights for or on behalf of, and the disposal of assets of, public entities.

(c) That the modalities be provided to the next Management Committee meeting.

11.1.18 **HANDED OVER SERVICE ACCOUNT BALANCE - ERF 3434, MONDESA**
(C/M 2022/10/27 - E 3434)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **10.2** page **06** refers.

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

INTRODUCTION

The **attached** (**Annexure "A"**) correspondence was received from the Owner of Erf 3434 Mondesa, requesting Council to consider recalling his handed over service account balance from Councils' Debt Collecting law firm.

1. *The service accounts of Erf 3434 Mondesa was handed over on **18 October 2018** and **18 February 2020** for amounts of **N$ 4 671.43 and N$ 9 591.74**.*
2. *The balance of the current service account amounts to **N$ 17 402.03.***

The purpose of this submission is for Council to consider the handed over service account balances of Erf 3434 Mondesa, be recalled from the law firm for collection thereof, and that the Owner be allowed to make further arrangements for down payment of the service account balance.

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

RECOMMENDED:

That Council approves the recalling of the handed over service account balance of Erf 3434 Mondesa, from the law firm, and that the Owner be allowed to make further arrangements for down payment of the service account balance.

ANNEXURE A

Mr. Nanuseb
Kindly see me - the

The CEO
Swakopmund Municipality
PO Box 53
Swakopmund

MUNICIPALITY OF SWAKOPMUND
8 SEP 2022
Office of the Chief Executive Officer

08 September 2022

Dear Mr Benjamin

Request for assistance: Dawid Timotheus Hansen

I Dawid Timotheus Hansen ID Number 50122600274, married to Adelheid Hoeses ID Number 59021100096 residing at ERF number 3434 Extension 7 Mondesa is a Build Together beneficiary and sole breadwinner of my family.

We have three (3) children of whom none completed their school career. We share this build together house with our children and grandchildren as none of our children are employed.

Due to my ill health I can no longer do artisan jobs for additional income and therefore my family and I solely rely on government pension.

As a result, I could not honour the repayments of my build together loan and was subsequently handed over to the attorneys Kinghorn & Associates. I entered into a repayment agreement which I tried my all means to honour, but due to circumstance beyond my control I am failing to honour the agreement. I try to make payments as I can, but the lawyers tells me that I stand a chance to lose my house.

This house is all I have, losing this house will mean my family of eight (8) will have no place to stay.

I am asking for your assistance please, help me from these lawyers, I will make arrangement with Municipality and pay through prepaid water meter. My municipality account number is 70343400014.

Thank you very much.

Dawid Timotheus Hansen 0818553498

Dear Delila

Your prompt action appreciated, is there any payment arrangements with the law firm.

Get Outlook for Android

From: Delila Khunuxas <dkhunuxas@swkmun.com.na>
Sent: Tuesday, August 16, 2022 10:06:24 AM
To: Hellao Naruseb <hnaruseb@swkmun.com.na>
Subject: RE: DT Hansen

Dear Mr !Naruseb

1. Total Handover balance at the attorneys
2. On 1st April 2022 (Ms. Adelheid 0812322209) on behalf of Mr Hansen, made down payment arrangement of N$1000 p.m. including current balance on the service account.
   - Payment received since arrangement was N$500 in June.

```
Account Number:          70343400014  OWNER          DT HANSEN
Term-D:                               Stand:     001 070 00003434 00000 0000 0000
Clearance Appl.Date:                  Addr:      3434 DANGER ASHIPALA STREET
Clear Cert.Print:        N            Post.Add:  P O BOX 3082
Sect-Title:                                      VINETA
Clear.Dates from:                                SWAKOPMUND
to:                                              9000
ID:                      50122600274  Cmplx:
Total H/O:               14263.17     Coll:                          HO C - SEE F12
Deb Tp:                  21 - PENSIONERS/
```

202204 **PENDING / UNALLOCATED Receipts** 0.00

Options	Tran Date	Description	Reference	Tariff	Debit	Credit	Vat
Option	20220319	BALANCE B/F			12529.71		
Option	20220401	000018 RECE	0430317101			1000.00	
Option	20220420	WA CONSUMPT	100217527	WC02	437.70		
Option	20220420	RF DOM SENI		RF11	71.00		
Option	20220420	SE BASIC SE		SB11	168.40		
Option	20220420	HOME OWNER'		SUHOME	10.00		
Option	20220420	SU FIRE BRI		SUFBS1	2.00		
Option	20220420	DISPOSAL FE		SUDISD	6.00		
Option	20220420	SU CLEANING		SUCLEA	16.00		

Delila Khunuxas | Credit Controller | Finance | 4317

From: Hellao Naruseb <hnaruseb@swkmun.com.na>
Sent: Tuesday, 16 August 2022 08:11 AM
To: Delila Khunuxas <dkhunuxas@swkmun.com.na>
Subject: Fwd: DT Hansen

Dear Delila

Good morning, urgently and kindly provide me with details of the handed over accounts and whether the Client has made any payment arrangements.

Get Outlook for Android

Hellao Naruseb | General Manager: Finance | Finance | 4301

BO035-Current Account Details

Active

Stand Number: 001 070 00003434 00000 0000 0000
ID Number:
Description:
Sort Seq: Option
Street Name: 3434 DANGER ASHIPALA STREET
No: 3434

Select	Account No / Cycle	Name / Reg Date	O/T/Pr / St No	A/T	Start Date / End Date	Balance / Cans.No	Complex / Final
Option	99900015186	HANSEN MM5315 DT	T	NH	2020/02/18	9414.74	
	CYCLE = 100				2020/02/18		
Option	99900014942	HANSEN MM5197 DT	T	NH	2018/10/18	4494.43	
	CYCLE = 100				2018/10/18		
Option	99900013932	HANSEN DT	T	NH	2012/09/04		
	CYCLE = 100				2012/09/17		
Option	70343477777	HANSEN(T/FER COSTS) DT	T	NO	2010/11/01		
	CYCLE = 100						
Option	70343400014	HANSEN DT	O	NO	2010/07/01	17402.03	
	CYCLE = 100						
Option							
Option							

Current Debt. Enq: 70343400014

11.1.19 **ERF 480, MONDESA: NATIONAL HOUSING ENTERPRISE // ELISIA NGHITUMUEMONA SHIKESHO**
(C/M 2022/10/27 - M 480)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **10.3** page **10** refers.

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

1. **Introduction**

The purpose of this submission is for Council to consider the transfer of Erf 480, Mondesa to Ms Elisia Nghitumuemona Victory (now Shikesho).

An e-mail dated **14 July 2021** was received from one of Council's conveyancers, Conradie & Damaseb Attorneys stating that NHE gave instruction to transfer Erf 480, Mondesa from NHE to Ms E N Shikesho (**Annexure "A"**). A deeds search confirmed that Erf 480, Mondesa belongs to Council.

Attachments:

Annexure "A"	:	*An e-mail dated **14 July 2021** from Ms L C de Waal of Conradie & Damaseb Attorneys.*
Annexure "B"	:	*Copy of a Deed of Sale between Council and Mr D Josephat entered into on **13 September 1983**.*
Annexure "C"	:	*An e-mail dated **23 September 2021** from NHE to which letters dated **12 December 1988** and **02 April 1990** from Swanepoel & Kinghorn are attached.*
Annexure "D"	:	*Copy of a Deed of Sale between NHE and Ms Elisia N Victory entered into on **10 December 1988**.*
Annexure "E"	:	*Copy of a letter dated **24 October 2016** addressed to Conradie & Damaseb Attorneys by NHE confirming that the account of Ms Elisia N Victory is settle in full.*
Annexure "F"	:	*An e-mail dated **28 July 2021** from NHE confirming that the loan has been settled and requesting Council to transfer directly to the purchaser.*
Annexure "G"	:	*An e-mail dated **04 October 2021** from the General Manager: Finance confirming that Council has no financial record of the transaction dating back 1983.*
Annexure "H"	:	*A copy of the letter dated **18 July 1983** from Council to Plaaslike Owerhede en Burgerlike Beskerming (at the time) explaining the process of the first phase of NHE housing provision, of which Erf 480, Mondesa formed part.*

2. **Brief Background**

Following the e-mail dated **14 July 2021** referred to above, Council's reference files and financial records were scrutinized to trace all possible information regarding the transaction. The following was concluded from Council's records:

2.1 Council entered into a deed of sale with Mr Dawid Josephat on **13 September 1983** (**Annexure "B"**). No cancellation regarding the transaction is recorded on Council's reference

files. Upon enquiry, NHE confirmed that it was repossessed due to default by the purchaser (**Annexure "C"**).

2.2 A deed of sale was entered into by and between Ms Elisia N Victory and NHE on **10 December 1988** (**Annexure "D"**). According to her son, Mr Regto David his mother paid the home loan in full during 2016 and the property is not yet transferred into her name. A letter dated **24 October 2016** addressed to Conradie & Damaseb Attorneys was sent by NHE confirming that the account is settled in full (**Annexure "E"**).

2.3 On **28 July 2021** NHE sent an e-mail to Council confirming that the home loan has been settled in full with NHE and requested that Council transfers the property to Ms Elisia N Victory (**Annexure "F"**).

2.4 On **04 October 2021** the General Manager: Finance confirmed that Council has no financial information in respect of the sale of erven dating back to 1983 (**Annexure "G"**).

2.5 Engineering & Planning Services confirmed on **04 August 2022** that the primary dwelling was completed and a completion certificate issued.

2.6 Council's general reference file for Mondesa dated from 1981 was scrutinized and the attached letter dated **18 July 1983** was traced in which Council explained to the Plaaslike Owerhede en Burgerlike Beskerming (at the time) the process of the first phase of NHE housing provision, of which Erf 480, Mondesa formed part. NHE paid Council the full amount as purchase price for the 46 erven forming part of the project. Erven were thereafter allocated to beneficiaries, Erf 480, Mondesa formed part of the first phase of the housing provision project (**Annexure "H"**).

3. **Discussion**

NHE provided an official confirmation letter dated **24 October 2016** (attached as **Annexure "E"**) addressed to Conradie & Damaseb Attorneys stating that the loan amount was settled in full by Ms E N Shikesho and since Erf 480, Mondesa still belongs to Council, NHE requested Council to transfer it to Ms E N Shikesho.

Council could not instruct the attorney to attend to the transfer of Erf 480, Mondesa because there was no record of an agreement between Council and Ms E N Shikesho on the erf file. A copy of the deed of sale of Mr D Josephat was attached being the only document on Council's file, and this have caused a delay to finalize the registration process of the erf.

After an extensive investigation, a letter dated **18 July 1983** (**Annexure "H"**) was traced on one of Council's general reference files which confirm the arrangement between Council and NHE in terms whereof NHE paid Council full purchase price for 46 erven

which included Erf 480, Mondesa. Thereafter Council should attend to the transfer of each erf once their loans are settled in full to NHE.

Ms E N Shikesho settled the full purchase price in the amount of N$18 150.00 as per attached loan confirmation letter (**Annexure "E"**).

Although NHE entered into a deed of sale with Ms E N Shikesho, there is no deed of sale between Council and Ms E N Shikesho; as Council is the owner of Erf 480, Mondesa, an agreement must be entered into by and between Council and Ms E N Shikesho and this is therefore supported by the Council decision taken in 1983.

4. **Conclusion**

Although Council has no record of a deed of sale between Council and Ms E N Shikesho, it is proposed that Council enters into a standard deed of donation with Ms E Shikesho in order to finalize the long overdue transfer of ownership to her. It can be concluded that the sale of Erf 480, Mondesa was based on the Council resolution passed in 1983 whereby NHE paid the full purchase price of 46 erven to Council, the beneficiaries paid the respective erf purchase prices to NHE, whereafter Council should transfer the erf directly to the owners.

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

RECOMMENDED:

(a) That Council takes note that there is no deed of sale entered into between Ms Shikesho and Council for the sale of Erf 480, Mondesa, but that on 18 July 1983 Council addressed a letter to Plaaslike Owerhede en Burgerlike Beskerming explaining the process of the first phase for the sale of 46 erven through a project with NHE, Erf 480, Mondesa formed part of the project.

(b) That Council takes note that in terms of the first phase of the project NHE paid Council the combined purchase price for the 46 identified erven, the beneficiaries paid the respective erf purchase prices to NHE in installments, whereafter Council should transfer the erf directly to the individual purchasers.

(c) That Council takes note that Ms Shikesho paid the full purchase price to NHE and NHE has requested that Council attends to the transfer of the erf to Ms E Shikesho.

(d) That Council enters into a deed of donation with Ms Elisia Nghitumuemona Shikesho for the transfer of ownership of Erf 480, Mondesa in order to finalize the long overdue transfer of ownership of the erf to her.

11.1.20 **CONFLICT: SCIENTIFIC SOCIETY SWAKOPMUND AND MS H MEYER**
(C/M 2022/10/27 - E 10028, 13/3/1/6)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **10.4** page **44** refers.

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

1. **Introduction**

The purpose of this submission is to report to Council on the legal opinion received from Council's legal representative regarding the conflict situation between Scientific Society Swakopmund (hereinafter SSS) and Ms H Meyer at the Museum Café.

Following various submissions in this regard, the Management Committee on **16 September 2021** under item 7.6 passed the following resolution:

That this item be withdrawn from the Agenda and be resubmitted after consultation with the parties.

A meeting was held on **14 December 2021**, the minutes whereof is attached as **Annexure "A"**. The Minutes were circulated between the parties and required amendments were made.

A legal opinion was requested on **10 May 2022** and received on **01 August 2022** and is attached as **Annexure "B"**.

This submission deals specifically with the conflict situation between SSS and Ms H Meyer with regards to the café area and outside seating. The conditions approved for the notarial lease of Erf 10028, Swakopmund will be executed once the sublease issue is resolved.

Annexure "A"	:	*Minutes of a meeting held on 14 December 2021.*
Annexure "B"	:	*Legal Opinion received from independent legal representative.*
Annexure "C"	:	*Approval granted by the Administrasie van Suidwes-Afrika.*
Annexure "D"	:	*The memorandum of understanding.*
Annexure "E"	:	*Settlement Agreement between the two conflicting parties dated 01 June 2021.*
Annexure "F"	:	*Various resolutions passed by Council in this regard.*
Annexure "G"	:	*Submission and Enquiries to Council from the Legal Representative of Ms H Meyer.*
Annexure "H"	:	*The various concerns raised by SSS under cover of a letter from ENSafrica dated 19 June 2019 addressed to Malherbe Associates Inc (attached thereto is the change of name of SSS).*
Annexure "I"	:	*Map and diagram indicating the location of Erf 10028, Swk.*

Attachments:

2. **Background**

2.1 The detailed background regarding the issue was submitted to the Management Committee of **16 September 2021** and is not repeated herein. Only main points which were raised at the meeting of **14 December 2021** and which were relevant for the legal opinion are recorded below.

2.2 During April 1979 Council entered into a lease agreement for an indefinite period with Die Vereniging vir Wetenskaplike Ontwikkeling. Attached as **Annexure "C"** is approval granted by the Administrasie van Suidwes-Afrika and as **Annexure "E"** the memorandum of understanding.

Die Vereniging vir Wetenskaplike Ontwikkeling changed their name to Scientific Society Swakopmund on **26 May 2006** (hereinafter referred to as SSS).

2.3 The conflict situation is that the Swakopmund Scientific Society, instituted action against Gelateria Pia CC (as first defendant) and Ms H Meyer (as second defendant). In the particulars of claim SSS states that in 1979 it entered into a memorandum of agreement with the Municipality of Swakopmund to occupy the Museum Building. Subsequently, thereto the plaintiff entered into a lease agreement with Gelateria Pia CC, in terms of which they leased from SSS a portion of the premises for purposes of operating a coffee shop therefrom.

During 2016 Gelateria Pia CC sublet the premises to Ms H Meyer to operate the Museum Café. No contractual agreement of any kind exists between SSS and Ms H Meyer.

On 31 July 2019 the lease agreement between SSS and Gelateria Pia CC was terminated by effluxion of time. During 2018 and 2019 SSS communicated the termination date to Gelateria Pia CC and Ms H Meyer. Ms H Meyer refused to vacate the premises on or before 31 July 2019. The plaintiff in good faith offered her an option to remain at the premises for a further 3 months, subject to the payment of rental and certain terms and conditions. This offer was rejected, but she is still occupying the premises.

2.4 In the affidavit to resist the summary judgement, Ms H Meyer raised several defences, however when addressing the court stated that they raise only one defence, namely: that the applicant does not have *locus standi* to bring the eviction order. She avers that the legal persona who is party to the agreement is not the same as the person who instituted the proceedings.

As per **Annexure "C"** Government approval was granted for the lease of the premises and attached to **Annexure "C"** is a document reflecting the change of the name of the society. Therefore SSS has legal standing in the matter (*the name changed from Society for Scientific Development, Swakopmund to Scientific Society Swakopmund*).

2.5 As a result of the cancellation of legal proceedings for financial reasons, the matter is then left to the discretion of the Municipality of Swakopmund. The settlement agreement is attached as **Annexure "E"**.

In this regard the Management Committee made a decision on **16 September 2021** that the matter be resubmitted after consultations with the parties. A meeting was held on 14 December 2021 and the minutes are attached as **Annexure "A"**.

2.6 The various Council resolutions passed are attached as **Annexure "F"**.

2.7. In addition to the above, attached for information the following:

Annexure "G" : *Submission and Enquiries to Council from the Legal Representative of Ms H Meyer.*
Annexure "H" : *Various concerns raised by SSS.*

3. **Discussion**

3.1 As explained under point 2.2 above, Council has a duly executed lease agreement with SSS; and SSS has legal standing to represent themselves as their name was legally changed.

3.2 Among other, Council on **31 October 2019**, under item 11.1.20 resolved to call for proposals for the allocation of the lease and management of the café area. This decision was amended on **30 January 2020** under item 11.1.22 to include the outside seating area in the invitation for proposals (all decisions are attached as **Annexure "F"**).

3.3 As per the Minutes of the meeting held on **14 December 2021** the legal representative of SSS confirmed that they are not amenable to any arrangement allowing Ms H Meyer to continue her business operations on site. They support the resolution by Council to call for proposals. SSS requires income from the lease of the café area and outside seating to sustain the operations of the museum.

3.4 The legal representative of Ms H Meyer proposed that an independent review be obtained regarding the situation (*reason for obtaining the legal opinion attached as **Annexure "B"***). He further proposed that Council invites proposals as was resolved under item 11.1.20 of **31 October 2019** and under item 11.1.22 of **30 January 2020**.

3.5 A legal opinion was received on **01 August 2022** from Kinghorn Associates. It explains that the sub-lease agreement Ms H Meyer had with Pia Gelataria CC lapsed when the agreement between Pia Gelataria CC lapsed with SSS, i.e. on 31 July 2019. It is explained under point 13 that a sublessee cannot acquire from the lessee greater rights than the lessee has. Therefore Ms H Meyer has not rights / claims to remain on site.

3.6 The following options are proposed by Kinghorn Associates:

Option 1:

That Council leases the property, which includes the museum, the café and outside seating area to SSS in terms of a notarial lease agreement. Council on **26 March 2020** under item 11.1.18 point (c) (v) resolved to lease the entire erf, Erf 10028, Swakopmund to SSS.

The purpose for the construction of the café area was for SSS to generate income. This option will allow SSS in its sole discretion to enter into any sublease agreement and to determine with whom it wishes to conclude such sublease agreement.

It will furthermore be required to repeal Council's decision passed on **26 March 2020** under item 11.1.18 in terms whereof Council made the following resolution:

(a) That the Swakopmund Scientific Society be informed that the content is note of their various letters dated 20 and 30 January and 17 February 2020; but that Council will only reconsider their decisions with reference to the café area and outside seating (cancellation / permission to sub-lease) once a ruling of the High Court is passed with regard to their court case with the current occupier of the café area.

Option 2:

Option two is in effect what Council resolved on **31 October 2019** under item 11.1.20 and on **30 January 2020** under item 11.1.22 quoted below (complete decisions are attached as **Annexure "F'**):

31 October 2019 decision:

(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.

30 January 2020 decision:

(c) That the following amendments be made to item 11.1.20 with regard to the Cafe Area and Outside Seating of the building on Erf 10028, Swakopmund:

(i) Point (b):

Current wording:

(b) That Council invites expression of interest for the leasing of the Café Area from the public.

Amended wording:

(b) That Council invites expression of interest for the leasing of the Café Area and Outside Seating Area (pavement) from the public.

According to this option Council will be burdened with an additional lease agreement, administration and correct transfer of the monthly rental tariff to SSS as the purpose for the construction of the café was to fund the museum.

This is an unusual situation in that:

1. *the initial lease was directly to the SSS and encompassed the erf and building as a whole;*
2. *the portion being sublet cannot exist on its own as it does not have additional facilities or subletting area; and*
3. *It is subject to a tripartide MoU requiring the SSS to care for the donated goods.*
   *In this regard it is proposed that Council lease the entire Erf 10028, Swakopmund to SSS as originally intended. Council on **26 March 2020** under item 11.1.18 point (c) (iii) and (v) resolved to lease the entire erf, Erf 10028, Swakopmund to SSS (latest decision quoted in **Annexure "F"**).*

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

RECOMMENDED:

(a) That Council repeals its previous resolutions regarding the invitation for proposals for the allocation of the Café Area, i.e:

(i) Council's decision passed on 31 October 2019 under item 11.1.20, point (b);
(ii) Council's decision passed on 30 January 2020 under item 11.1.22 point (c); and
(iii) Council's decision passed on 26 March 2020 under item 11.1.18 point (a).

(b) That Council through its legal representative issues a notice to Ms H Meyer to vacate the Museum Café and outside seating area.

(c) That Council remains with and confirms its decision passed on 26 March 2020 under item 11.1.18 with regard to the lease of Erf 10028, Swakopmund to the Scientific Society Swakopmund being:

(i) rejecting a lease period of 99 years (point (c) (ii));
(ii) approving a lease period of 15 years (point (c) (iii));
(iii) a notice period of 1 year with an option to re-negotiate the lease period for a further 15 years (amending point (c) (iii) to read one year instead of 2 years); and
(iv) that the entire Erf 10028, Swakopmund (museum building, café area and portion for the extension of the building) be leased (point (c) (v)).

(d) That with reference to point (a) of Council's resolution passed on 26 March 2020 under item 11.1.18, permission be granted to the Scientific Society Swakopmund to sub-lease the café area, on market related commercial terms.

(e) That the Scientific Society Swakopmund be advised to re-apply for the outside seating located on Council's pavement area once the need therefore arises.

(f) That the relevant points contained in the signed memorandum of understanding entered into by and between Council, Namibia Breweries Limited and the Scientific Society as well as the proposed memorandum of understanding be incorporated in the compilation of the lease agreement for a fixed period of 15 years.

MINUTES

Of a meeting held on Tuesday, 14 December 2021 at 08:30 regarding a dispute between the Scientific Society Swakopmund and Ms H Meyer.

Attendance:

Mr A Plaatjie	:	GM: Corporate Services & Human Capital (Acting) Chairperson
Ms S Bruwer	:	Corporate Officer: Properties
Ms M Sheehama	:	Property Officer
Ms A Louw	:	ENSafrica Namibia (representing Scientific Society Swakopmund)
Ms N Kohlstadt	:	Scientific Society Swakopmund
Ms G Schneider	:	Scientific Society Swakopmund
Prof G Tötemeyer	:	Scientific Society Swakopmund
Mr G van der Merwe	:	Representing Ms H Meyer

The Chairperson welcomed all at the meeting and stated that the Management Committee required both parties (Scientific Society Swakopmund and Ms H Meyer) meet to discuss the ongoing dispute between the two parties operating from the Swakopmund Museum *(Management Committee decision of 16 September 2021 under item 7.6)*.

As the background to the situation is known, such was not repeated in depth at the meeting.

Both parties presented their cases.

1. Ms A Louw stated that the lease agreement Scientific Society had with Gelateria Pia lapsed by effluxion of time and Ms H Meyer (a sub lessee of Gelateria Pia) had to vacate the site by 31 August 2019. Subsequently Ms H Meyer agreed to submit a proposal which was publicly invited from interested parties. Her proposal was unsuccessful. To accommodate her she was given an additional period of 6 months to vacate.

   The Scientific Society Swakopmund is not amenable to any arrangement allowing Ms H Meyer to continue her business operations on site. Ms H Meyer is causing a lot of negative publicity which causes a negative reputation for the Swakopmund Museum.

2. Mr G Van der Merwe handed out a folder containing submissions, enquiries and an application to Council. He referred to the tripartite agreement and the fact that the building and land belongs to Council. He is of the opinion that the Municipality should be part of the invitation and assessment of the proposals which were invited for the management of the café area.

   Mr G Van der Merwe proposed an investigation by a third party of the situation from the inception of the lease of the Museum building be

investigated by a third party; and that the Municipality invite proposals and let the café in execution of Council's resolution.

3. The Chairperson stated that the Scientific Society Swakopmund operates the Museum independently from the Swakopmund Municipality in terms of standard commercial practices.

4. The Chairperson asked if the Scientific Society Swakopmund would agree that Council calls for proposals for the lease of the café area *(Council decision of **31 December 2019** under item 11.1.19, point (c))*.

   The representatives of the Scientific Society Swakopmund responded by saying that in the spirit of the MoU 2006 they would prefer to be in charge of the process, but would appreciate the involvement of Swakopmund Municipality in the invitation and evaluation process of possible lessees. The Scientific Society Swakopmund as the owner of the memorabilia and furnishings in the Café (Old Breweries Pub) need to be able to ensure the safeguarding of these historical items as per MoU 2006. Furthermore, the Scientific Society Swakopmund has a vested interest in the public image of the Museum Café, which is seen by the public as part of the Swakopmund Museum.

   The Scientific Society Swakopmund stated that they require income from the lease of the café area to sustain the operations of the Museum. *(The purpose of the construction of the addition was for the use by the Museum – Council decision **28 September 2006** under item 11.1.16 and on **04 December 2007**, under item 11.1.8)*.

In conclusion, the Chairperson stated that additional information can be made available on request by the parties.

The Minutes of the meeting will be circulated for the parties' comments whereafter the matter will be resubmitted to the Management Committee.

..... Mr A Plaatjie

..... Ms A Louw

..... Mr G van der Merwe

Annexure "B"

KINGLAW
KINGHORN ASSOCIATES INCORPORATED
Registration No: 2017/0334

LEGAL PRACTITIONERS
CONVEYANCERS, NOTARIES
ESTATE PRACTITIONERS

AUTHORISED AND REGULATED
BY THE LAW SOCIETY OF NAMIBIA

DIRECTORS
HILKE ELSE AHRENS B.Proc LL.B
PETRUS JACOBUS BURGER B.A. LL.B LL.M
HENDRIKA VISSER LL.B
CORNELIUS JOHANNES DE KONING B.Proc
CLIFFORD BEZUIDENHOUT B.A. LL.B

The Chief Executive Officer
Municipality of Swakopmund
SWAKOPMUND

BY HAND AND BY EMAIL

YOUR REF: **E 10028 and 13/3/1/6**

OUR REF: **HV/rk MUN100/3197-70**
E-mail: **rebekkak@kinglaw.com.na**

1 August 2022

Dear Sir/Madam,

RE: CONFLICT – SCIENTIFIC SOCIETY SWAKOPMUND // MS H MEYER

We refer to the above matter and your instructions received on 12 May 2022.

INTRODUCTION:

1. The Municipal Council of Swakopmund is the "*Council*" and the registered owner of the Swakopmund Museum Building situated at Erf 10028, Swakopmund.

2. The "*Property*" is the Swakopmund Museum Building situate at Erf 10028, Swakopmund, inclusive of the Swakopmund Museum Café and Outside Seating Area.

3. The "*Leased Premises*" refers to the Swakopmund Museum Café and Outside Seating Area.

4. The "*Lessee*" is the Scientific Society Swakopmund (previously known as "Society for Scientific Development") who currently leases the Property from Council in terms of a written lease agreement entered between Council and the Lessee during or about April 1979 for an indefinite period.

5. The "*Sublessee*" refers to Pia Gelateria CC, a close corporation who entered into a sublease agreement with the Lessee during or about 2016. The sublease agreement terminated by effluxion of time on 31 July 2019.

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Haus Altona, 2-6 Tobias Hainyeko Street
P.O. Box 1455, Swakopmund
Tel: +264 64 405051/2
Fax: +264 64 402159

WALVIS BAY
Unit 2, The Chambers
122 Theo Ben Gurirab Avenue
P.O. Box 1914, Walvis Bay
Tel: +264 64 203905

WINDHOEK
Units 35 & 36, Tenbergen Village
cnr Robert Mugabe Avenue &
Julius Nyerere Street, Windhoek
Tel: +264 83 333 0370

6. "*Ms Meyer*" is Ms Ulrike Meyer, the owner of a business operating as a café/coffee shop at the Leased Premises and who entered into a further sublease agreement with the Sublessee during or about 2016. Ms Meyer had to vacate the Leased Premises by 31 August 2019. An additional period of 6 months was granted to Ms Meyer to vacate the Leased Premises which she failed to do and which Leased Premises she continues to occupy.

7. The Lessee is not amenable to any arrangement allowing Ms Meyer to continue business operations at the Leased Premises.

INSTRUCTIONS:

8. Council seeks an opinion on how to amicably resolve the conflict between the Lessee and Ms Meyer.

CONSIDERATIONS:

9. The following documents have been provided to writer hereof and have been perused and considered in preparing this opinion:

   9.1 Council's instruction letter dated 10 May 2022;

   9.2 Various annexures to the instruction letter:

      9.2.1 Annexure A – Notice of Extraordinary General Meeting for passing of a Special Resolution pertaining to the name change of the Scientific Society Swakopmund (previously known as "Society for Scientific Development");

      9.2.2 Annexure B – Memorandum of Agreement of Lease between Municipality of Swakopmund and Scientific Society Swakopmund;

      9.2.3 Annexure C – Settlement Agreement between Scientific Society Swakopmund, Gelateria Pia CC and Ulrike Meyer;

      9.2.4 Annexure D – Minutes of a meeting held on 14 December 2021

9.2.5 Annexure E – Council Resolutions passed (31 October 2019, 30 January 2020 and 26 March 2020);

9.2.6 Annexure F – Letter dated 19 June 2019 from Legal Representative of Scientific Society Swakopmund to Legal Representative of Ms Meyer;

9.2.7 Annexure G – Submission and Enquiries to Council from Legal Representative of Ms Meyer;

10 Writer has noted from the perusal of the aforesaid annexures that mention of the following documents and/or information and/or correspondence have been made, however, writer has not been provided with and has no knowledge of the contents thereof and accordingly could not consider same in preparing this opinion and which may have a fundamental impact on the ultimate conclusion and recommendation, depending on the contents of the said documents and/or information and/or correspondence:

10.1 Circumstances and negotiations at the time of erecting the Café, however it has been mentioned in passing that the purpose for the construction of the addition was for the use by the Museum;

10.2 MoU 2006;

10.3 Council decision dated 28 September 2006 under item 11.1.16;

10.4 Council decision dated 4 December 2007 under item 11.1.8;

10.5 Council Resolution passed on 31 October 2019 under item 11.1.20;

10.6 Tripartite Agreement;

10.7 Sublease agreement entered into between the Lessee and Sublessee;

10.8 Sub-sublease agreement entered into between Sublessee and Ms Meyer;

10.9 Notarial Lease Agreement between Council and Lessee (if any);

10.10 Letter dated 29 March 2021 (referred to in annexure "G" under paragraph 4.4);

10.11 E-mail correspondence from Margaret Sheehama to Ms Meyer, dated 7 April 2021.

SUB-LETTING:

11. In the absence of any prohibition either in the contract with the lessor or in the residual rules of law, a lessee is entitled to let to another the use and enjoyment of the property. Similarly, a sublessee may enter into a sub-sublease."

12. Considering the above and since the main agreement between Council and Lessee does not expressly prohibit the Lessee from subletting the Leased Premises, we/er accepts that the Lessee had the right to sublease the Leased Premises to the Sublessee. It follows that the same applies for the agreement entered into between the Sublessee and Ms Meyer (in the absence of any right to the contrary contained in the respective lease agreements, i.e. the sublease and sub-sublease agreements)

13. A sublessee's rights terminate when the lessee's rights come to an end. If a lessee's rights are limited in time, his lessee's are limited also. A sublessee cannot acquire from the lessee greater rights than the lessee has. The rules pertaining to the relationship between the lessee and sublessee are the same as those for a sub-sublease."

14. It follows that Ms Meyer's rights in terms of the sub-sublease agreement terminated when the Sublessee's rights terminated, i.e. on 31 July 2019. Ms Meyer can therefore not acquire rights where the Sublessee has no rights in terms of the sublease agreement. Accordingly, when the Sublessee's lease terminated by effluxion of time on 31 July 2019, Ms Meyer's sub-sublease agreement automatically terminated at the same time.

15. When a sublease is entered into there are two distinct contracts in existence. 1. The contract between the lessor and lessee and 2. The contract between lessee and sublessee. There is no *vinculum iuris* (meaning legal tie) between lessor and sublessee. The lessee remains liable to the lessor for the performance of all its obligations.

" AJ Kerr, The law of sale and lease, 2nd Ed (Butterworths) 1996 at pg. 390

AJ Kerr, The law of sale and lease, 2nd Ed (Butterworths) 1996 at pg. 391

16 The effect of clause 15 above is that there is no legal bond between Council and Ms Meyer and that the Lessee remains liable to Council for performance of all its obligations in terms of the lease agreement.

17 Having regard to the lease agreements only, Ms Meyer's rights and accordingly, the sub-sublease agreement terminated on 31 July 2019.

COUNCIL RESOLUTIONS:

18 The following Council Resolutions have been provided and perused:

18.1 Council Resolutions passed under item 11.1.19 of 31 October 2019;
18.2 Council Resolutions passed under item 11.1.22 of 30 January 2020; and
18.3 Council Resolutions passed under item 11.1.18 of 26 March 2020.

19 From the three Council Resolutions mentioned above, writer concludes the following:

19.1 that Council differentiates between the Museum Area, Museum Café and Outside Seating area;

19.2 that point (iv) of item 11.1.22 of Council Resolution passed on 30 January 2020 refers to point 11.1.20 under which Council terminated the lease of the Café Area and Outside Seating area. Writer is not in possession of this resolution and assumes that the lease of the said two portions refers to the cancellation thereof with the current Lessee.

19.3 that Council resolved under point (c) of item 11.1.22 of 30 January 2020 to invite expressions of interest for the leasing of the Café Area and Outside Seating Area (pavement) from the public and further that the lease periods for the Lessee for these two areas terminate upon finalization of the process of inviting expressions of interest.

19.4 The only information available to writer with regards to the invitation of expression of interest referred to in paragraph 18.3 above is the note to the minutes of the meeting held on Tuesday, 14 December 2021 in which it is stated that Ms Meyer's proposal was unsuccessful.

19.5 Council further resolved under point (a) of item 11.1.18 dated 26 March 2020 that Council will only reconsider their decision with reference to the Café Area and Outside Seating Area

(cancellation/permission to sublease) once a ruling of the High Court is passed. Since the parties agreed to settle the matter, the High Court will not be making a ruling from which Council can determine how it is to go about dealing with this matter.

RECOMMENDATION:

20. In order to solve the dispute between the Lessee and Ms Meyer, writer recommends one of two options:

OPTION 1

21. Council leases the Property, inclusive of the Museum's Café and Outside Seating Area to the Lessee in terms of the notarial lease agreement to be entered into between Council and the Lessee, on terms to be agreed upon and recorded in writing, including, but not limited to the purpose of the lease to include the operation of a Café and make provision for the Lessee to sublease the Leased Premises only, should it wish to do so.

22. The Lessee, in its sole discretion, to determine whether it wishes to enter into any sublease agreement in respect of the Lease Premises and if so, to determine with whom it wishes to conclude such a sublease agreement, if any.

23. This aforesaid option recognises the purposes of the construction of the addition at the time which was for use by the Museum.

24. Considering the fact that the Lessee is the owner of the memorabilia and furnishings in the Leased Premises (Café) and that the Lessee needs to ensure the safeguarding thereof as per MoU 2006, the obligation and responsibility of the safeguarding would rest on the Lessee who bears the risk in respect of such memorabilia and furnishings in respect of a sublease agreement.

25. In terms of the aforesaid, the Lessee would remain liable towards Council for performance of all its obligations in terms of the notarial lease and for performance of all obligations of the sublessee (if any) in terms of the sublease agreement and Council would not be saddled with the administration of an additional lease agreement and lessee.

26. There will be no legal tie between Council and the sublessee (if any).

OPTION 2

27. Council invites expressions of interest for the leasing of the Leased Premises from the public and leases the Leased Premises (Café and Outside Seating Area) to a third party

28. Option 2 will entail a separate lease agreement to be prepared and entered into between Council and the third party.

29. Council will be saddled with the administration of an additional lease agreement and lessee

CONCLUSION:

30. Council is the owner of the Property.

31. The only lease agreement currently valid and in place is the lease agreement between Council and the Lessee.

32. Council may therefore resolve to lease the Property to the Lessee and to enter into a notarial lease to that effect (and in terms of which ministerial approval must be obtained in terms of Section 30(1)(t) of the Local Authorities Act, 23 of 1992).

33. Alternatively, Council may resolve to invite expressions of interest for the leasing of the Leased Premises from the public and to enter into a separate lease agreement in respect of the Leased Premises.

Should Council wish to discuss any aspect of this opinion rendered, please do not hesitate to contact the undersigned.

Yours faithfully

KINGHORN ASSOCIATES
Per: H VISSER

Annexure "C"

SWA [illegible]

VERW. NO. / REF. NO. [illegible]
NAVRAE / ENQUIRIES [illegible] Kruger
TELEFOON NO. / TELEPHONE NO. [illegible]
TELEGRAMADRES / TELEGRAPHIC ADDRESS [illegible]

ADMINISTRASIE VAN SUIDWES-AFRIKA
SOUTH WEST AFRICA ADMINISTRATION

Kantoor van die
Office of the

DIREKTEUR : PLAASLIKE BESTUUR
PRIVAATSAK [illegible]
WINDHOEK
[illegible]

Die Stadsklerk
Posbus [illegible]
[illegible]
SWA

Meneer

[illegible] : GOEDKEURING EN [illegible] VIR [illegible]

U brief [illegible] van [illegible]

Goedkeuring is ingevolge die bepalings van artikel 174(1)(a) van die Munisipale Ordonnansie 1963 (Ordonnansie 13 van 1963) aan u raad verleen vir die [illegible]

Die uwe

DIREKTEUR : PLAASLIKE BESTUUR

Form CM26

REPUBLIC OF NAMIBIA
COMPANIES ACT, 1973
(Section 206)

SPECIAL RESOLUTION

To be delivered in duplicate

Revenue Stamp or
Revenue franking machine
Impression of N$5

Registration No. of Company
21 / 225 / 68

Name of Company SOCIETY FOR SCIENTIFIC DEVELOPMENT SWAKOPMUND
INCORPORATED ASSOCIATION NOT FOR GAIN

Date Notice given to members 21 March 2006 Date of meeting held 18 April 2006

Special resolution passed in terms of section 44 (read 35) read with Table A No. paragraph 2 of the Memorandum

and/or 27 of the articles

Copy of notice attached

Copy of notice posted to members of company (Delete if not applicable)

CONTENTS OF RESOLUTION (Use reverse side if necessary)

Resolved

SEE ANNEXURE A

Signature of Secretary (Delete if not applicable)

Date 18 April 2006

Signature

Name in full

Date of this resolution 18 April 2006

Signature of Chairman

Signature of Director

Signature of Director

Signature of Chairman

Name of Company SOCIETY FOR SCIENTIFIC DEVELOPMENT SWAKOPMUND
INCORPORATED ASSOCIATION NOT FOR GAIN

Postal address P.O. BOX 161
SWAKOPMUND
NAMIBIA

Date received for registration by Registrar of Companies

Registrar of Companies, Bank Windhoek Building, Corner Kenn and Dr Frans Indongo Streets, Windhoek

SOCIETY FOR SCIENTIFIC DEVELOPMENT, SWAKOPMUND
(INCORPORATED ASSOCIATION NOT FOR GAIN)

NOTICE OF AN EXTRAORDINARY GENERAL MEETING OF THE MEMBERS OF THE ASSOCIATION

Notice is hereby given in terms of Section 44(1) (a), 55(1), 56(1) and 62(1) of the Companies Act 1973, that an extraordinary meeting of the members will be held on the 13th of April 2006 at Sam Cohen Library, corner of Sam Nujoma and Windhoeker Street, Swakopmund at 19h00 for the purpose of considering and, if thought fit, passing the following resolution as a Special Resolution:

1. THAT the name of the Association be changed from:

   SOCIETY FOR SCIENTIFIC DEVELOPMENT, SWAKOPMUND
   (INCORPORATED ASSOCIATION NOT FOR GAIN)

   VERENIGING VIR WETENSKAPLIKE ONTWIKKELING, SWAKOPMUND
   (INCORPORATED ASSOCIATION NOT FOR GAIN)

   GESELLSCHAFT FÜR WISSENSCHAFTLICHE ENTWICKLUNG, SWAKOPMUND
   (INCORPORATED ASSOCIATION NOT FOR GAIN)

   to

   SCIENTIFIC SOCIETY SWAKOPMUND
   (INCORPORATED ASSOCIATION NOT FOR GAIN)

   WISSENSCHAFTLICHE GESELLSCHAFT SWAKOPMUND
   (INCORPORATED ASSOCIATION NOT FOR GAIN)

   The reason for the above proposal is the following:
   The main object of the Association is better reflected in the new name.

2. THAT the Memorandum and Articles of Association of the Association be amended by:-

   2.1 deleting the present Memorandum and Articles of Association of the Association in their entirety; and

   2.2 replacing the deleted Memorandum and Articles of Association with a new set of Memorandum and Articles of Association as contained in Annexure "A1".

Dated at Swakopmund on this 22nd day of March, 2006

PRESIDENT
SOCIETY FOR SCIENTIFIC DEVELOPMENT, SWAKOPMUND
(INCORPORATED ASSOCIATION NOT FOR GAIN)

Annexure "D"

ANNEXURE A

1. THAT the name of the Association be changed from:

SOCIETY FOR SCIENTIFIC DEVELOPMENT, SWAKOPMUND
(INCORPORATED ASSOCIATION NOT FOR GAIN)

VERENIGING VIR WETENSKAPLIKE ONTWIKKELING,
SWAKOPMUND
(INCORPORATED ASSOCIATION NOT FOR GAIN)

GESELLSCHAFT FÜR WISSENSCHAFTLICHE ENTWICKLUNG,
SWAKOPMUND
(INCORPORATED ASSOCIATION NOT FOR GAIN)

to

SCIENTIFIC SOCIETY SWAKOPMUND
(INCORPORATED ASSOCIATION NOT FOR GAIN)

WISSENSCHAFTLICHE GESELLSCHAFT SWAKOPMUND
(INCORPORATED ASSOCIATION NOT FOR GAIN)

2. THAT the Memorandum and Articles of Association of the Association be amended by:-

2.1 deleting the present Memorandum and Articles of Association of the Association in their entirety; and

2.2 replacing the deleted Memorandum and Articles of Association with a new set of Memorandum and Articles of Association as contained in Annexure "A1"

MUNISIPALITEIT SWAKOPMUND

MEMORANDUM VAN OOREENKOMS

Aangegaan deur en tussen die

MUNISIPALITEIT SWAKOPMUND

hierin verteenwoordig deur GRAHAM PETER LOUW in sy hoedanigheid as BURGEMEESTER en WESSEL MATHYS VAN NIEKERK in sy hoedanigheid as STADSKLERK (hierna die eienaar genoem) aan die een kant en

DIE VERENIGING VIR WETENSKAPLIKE ONTWIKKELING
(hierna die Okkupeerder genoem) aan die ander kant.

Die Eienaar verbind hom om vir benutting toe te sê en die Okkupeerder verbind hom om te benut sekere gebou groot ongeveer 1010 m² bekend as die Museum geleë op Blok L 1 Swakopmund (hierna die eiendom genoem) onderworpe aan die volgende bepalings en voorwaardes:

-1-

Die toesegging vir okkupasie sal gratis wees en ook alle uitgawes i v m waterverbruik, elektrisiteitsverbruik, sanitasie, riolering en vullisverwydering word deur die eienaar gedra.

-2-

Die termyn van okkupasie sal onbepaald wees met wederzyde skriftelike kennisgewing van opsegging van vyf jaar.

-3-

Die eiendom word hiermee ongemeubileerd toegesê en mag slegs vir museumuitstallings tot beskikking van die publiek aangewend word en vertoonkaste, afskortings, toonbanke, naamborde en veranderinge mag met die skriftelike toestemming van die Eienaar teen koste van en deur die Okkupeerder aangebring word. Strukturele veranderinge mag slegs aan die hand van goedgekeurde bouplanne aangebring word.

-4-

Die Eienaar onderneem om sodanige instandhoudings- en opknappingswerk te verrig as wat hy nodig ag om die eiendom in goeie orde te hou.

-5-

By ontruiming van die eiendom moet die Okkupeerder dit aan die

N.A.W.

Eienaar verbandie is hierdeur verplig om enige skade wat by die eiendom, met uitsondering van bestaande slytasie en enige gebrek wat die Eienaar na mening van die Okkupeerder moet aanpak om die eiendom in sy oorspronklike toestand te bring, sal deur die Okkupeerder betaal word.

-6-

Geen artikel wat tot gevolg sal hê dat die Eienaar se brandverseker[illegible] op die perseel moontlik sal wyk of beperkend sal word, mag op die perseel of in die eiendom gebring of daarin gebêre word nie.

-7-

Die Eienaar behou die reg vir sy geheerlike gemagtigde beamte om die eiendom op alle redelike tye binnegaan en te inspekteer en om enige werk wat daaraan gedoen moet word, uit te voer.

-8-

Die Eienaar aanvaar geen aanspreklikheid vir skade wat deur enige persoon wat wettiglik op die perseel of in die eiendom is, gely mag word as gevolg van brand, reën, hael en wind, gibberige vloere of treppe of as gevolg van enige oorsaak buitenaanwesig nie.

-9-

Indien die Okkupeerder in gebreke bly om aan enige van die voorwaardes van hierdie ooreenkomk te voldoen, sal die Eienaar die reg hê om die okkupasie onmiddellik te beëindig sonder genadelike van enige van sy regte en die Okkupeerder sal die eiendom onmiddellik ontruim.

-10-

Vir die doel van enige wettelike stappe wat regstreeks of oorspronkelik onder of uit hoofde van hierdie huurkontrak mag ontstaan, kies die Okkupeerder die eiendom te sy domisilie en exclusiefi en item verder in dat dit kandidaat huurder volgens die beure van die Eienaar in orde is en alle [illegible] regsprak in enige wettelike geding sal hê.

GEDATEER te MARGATE op hierdie ..... 9 ..... dag van ..... 20...

GETUIES

1. .....

2. .....

.....
MUNISIPALITEIT

.....

Annexure "E"

-5-

GEDATEER SO SOMMEROORD MAANDAG ..... DAG VAN
.....

GETUIES

1. .....
2. .....

.....
OMBUDSMAN.

IN THE HIGH COURT OF NAMIBIA
(MAIN DIVISION, WINDHOEK)

CASE NUMBER: HC-MD-CIV-ACT-CON-2019/03523

[illegible]

SCIENTIFIC SOCIETY SWAKOPMUND — PLAINTIFF

[illegible]

GELATERIA PIA CLOSE CORPORATION — 1st DEFENDANT
ULRIKE MEYER — 2nd DEFENDANT

SETTLEMENT AGREEMENT

WHEREAS

[illegible]

NOW THEREFORE [illegible]

[illegible]

[illegible]

[illegible]

Annexure "F"

DATED [illegible] day of [illegible]
2021 [illegible]

AS WITNESSED

[illegible]

PLAINTIFF

DATED [illegible] 2021
[illegible]

AS WITNESSED

[illegible]

2nd DEFENDANT

Council Resolutions passed:

Item 11.1.19 of 31 October 2019

11.1.19 **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, 13/3/1/6)

RESOLVED: (For Condonation By Council)

(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 660m²) 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 660m² for a period of 15 years for the purpose of a museum and café area of ±69.50m² 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.

(e) That Erf 10028, Swakopmund (2 660m²) 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)(t) 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 69.50m² in extent.

(k) That should the membership of the Association change, Council be informed in writing.

(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.

Item 11.1.20 of 31 October 2019

11.1.20 **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.

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.

Item 11.1.22 of 30 January 2020

11.1.22 **AMENDMENT OF COUNCIL'S RESOLUTIONS RE THE SCIENTIFIC SOCIETY (MUSEUM):**
① ***INDEFINITE PERIOD FOR THE MUSEUM AREA OF THE BUILDING***
② ***NOTICE TO VACATE THE CAFÉ AREA OF THE BUILDING AND OUTSIDE SEATING***
(C/M 2020/01/30 - 13/3/1/6, 19.03.08, E 10028)

RESOLVED:

(a) That the Engineering Services and Town Planning Department provides a plan of Erf 10028, Swakopmund indicating the sizes of the Museum Area of the building, the Café Area of the building and the location of the Outside Seating Area.

(b) That the following amendments be made to item 11.1.19 with regard to the Museum Area of the building on Erf 10028, Swakopmund:

(i) Point (a):

Current wording:

(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.

Amended wording:

(a) That the parties agree that the indefinite lease period for the lease of the Museum Area of the building on Erf 10028, Swakopmund by the Scientific Society be terminated upon date of last party signing the notarial lease agreement.

(ii) Point (c):

Current wording:

(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 660m² for a period of 15 years for the purpose of a museum and café area of ±69.50m² in size.

Amended wording:

(c) That approval be granted to Scientific Society Swakopmund to enter into a new lease agreement to lease the Museum Area of the building located on Erf 10028, Swakopmund (new property description), for a period of 15 years for the purpose of a museum.

(iii) Point (e):

Current wording:

(e) That Erf 10028, Swakopmund (2 660m²) be leased at a nominal fee of N$500.00 per annum.

Amended wording:

(e) That the Museum Area of the building located on Erf 10028, Swakopmund be leased at a nominal fee of N$500.00 per annum.

(iv) ***That point (j) of item 11.1.19 of Council's resolution passed on 31 October 2019 be deleted as Council under point 11.1.20 terminated the lease of the Café Area and Outside Seating Area.***

(v) ***That point (m) of item 11.1.19 of Council's resolution passed on 30 October 2019 be deleted as a nominal rental amount was decided under point (e) of the same item.***

(c) That the following amendments be made to item 11.1.20 with regard to the Cafe Area and Outside Seating of the building on Erf 10028, Swakopmund:

(i) ***Point (b):***

Current wording:

(b) That Council invites expression of interest for the leasing of the Café Area from the public.

Amended wording:

(b) ***That Council invites expression of interest for the leasing of the Café Area and Outside Seating Area (pavement) from the public.***

(ii) ***That the lease periods for the Scientific Society Swakopmund for these two areas terminates upon finalization of the process of inviting expressions of interest.***

Item 11.1.18 of 26 March 2020

(a) That the Swakopmund Scientific Society be informed that the content is noted of their various letters dated 20 and 30 January and 17 February 2020; but that Council will only reconsider their decisions with reference to the café area and outside seating (cancellation / permission to sub-lease) once a ruling of the High Court is passed with regard to their court case with the current occupier of the café area.

SSS and the occupant of the Museum Café, Ms H Meyer reached agreement by agreeing that litigation is too costly and that the Municipality is the owner of Erf 10028, Swakopmund and the building thereon. The parties are still divided as to who has the right of occupation.

(b) That Council repeals the following decisions with reference to the museum in order to have one decision containing the various amendments (some points are therefore being repeated):

- ***Item 11.1.19 of 31 October 2019;***
- ***Item 11.1.22 of 30 January 2020***

(c) That the following decision be passed with reference to the lease of the museum:

(i) ***That the parties agree that the 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.***

(ii) ***That the application of the Scientific Society Swakopmund to lease Erf 10028, Swakopmund (size, 2 660m²)***

Council reconsidered the lease period on **26 March 2020** and resolved to remain with the previously approved period of 15 years (decision of **30 January 2020** under item 11.1.22). In terms of their lette dated **21 June 2021**, SSS again applies for a lease

for a period of 99 years not be supported.

(iii) ***That approval be granted to the Scientific Society Swakopmund to enter into a new lease agreement to lease Erf 10028, Swakopmund (new property description), measuring 2 660m² for a period of 15 years for the purpose of a museum.***

(iv) ***That the lease be subject to a 2 year notice with an option to re-negotiate the lease period for a further 15 years, prior to expiry of the lease period.***

The decision for a one year notice period was approved o **31 October 2019** under item 11.19 point (d). A two year notice period was thereafter

(v) ***That Erf 10028, Swakopmund (2 660m²) be leased at a nominal fee of N$500.00 per annum.***

(vi) ***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:***

1. ***That the lessee may not operate later than 22:00 without prior permission from Council.***
2. ***That the lessee is responsible to keep and maintain the leased premises 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 Council shall determine, excluded.***
3. ***That during any maintenance work at / to the leased premises, 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.***
4. ***That no improvement or changes, or any other work on the leased premises may be done by the lessee without the written permission of Council first had and obtained.***
5. ***That Council or its duly authorized representative, shall at all reasonable time have the right to enter the leased premises 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.***
6. ***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.***

(vii) ***That ministerial approval be obtained in terms of Section 30 (1)(t) of the Local Authorities Act. 23 of 1992.***

(viii) ***That the commencement date be the date of last party signing the notarial lease agreement.***

(ix) ***That all costs (inclusive of advertising cost and registration of a notarial lease) be for the account of Scientific Society Swakopmund.***

(x) ***That should the membership of the Scientific Society Swakopmund change, Council be informed in writing.***

(xi) ***That should the Scientific Society Swakopmund cease operating or terminates the lease they must reinstate the area to the satisfaction of Council at their cost.***

Annexure "G"

ENSafrica | Namibia
Unit 3 Ground Floor [illegible] Building Moses Garoeb Street
[illegible] Windhoek Namibia
P O Box [illegible]
[illegible]
[illegible]

MALHERBE ASSOCIATES INC. SWAKOPMUND

PER E-MAIL: adp.hooysen@[illegible].com.na

Our ref : 0459884
Your ref: GVDM/ab

"WITHOUT PREJUDICE"

FOR ATTENTION: MR. G VAN DER MERWE

13 JUNE 2019

RE: SCIENTIFIC SOCIETY SWAKOPMUND // MEYER

Dear Sir

We refer to the above matter, your letter dated 29/05/19 (and addressed to our client) as well as our various correspondences herein.

We confirm that we act on behalf of our client, The Scientific Society Swakopmund, on whose instructions this letter is addressed to you.

Our failure to respond to each allegation in your aforementioned correspondence should by no means be construed as an admission of same, and our client reserves its right to answer thereto in an appropriate forum, if and when necessary.

Our instructions are as follows:

1. No contractual nexus / relationship exists between our respective clients.

2. The agreement between our client and the Swakopmund Municipality is none of your client's concern.

3. Our client has entered into a lease agreement (hereinafter referred to as the "main lease agreement") with Gelateria P/a Close Corporation (hereinafter referred to as "Gelateria"), the terms of which are similarly none of your client's concern.

4. As per your letter, Gelateria entered into an sub-lease agreement with your client, the terms of which are unknown to our client.

5. Our client duly notified Gelateria that the main lease agreement will be terminated by effluxion of time (and in terms of the agreement) coming to an end on 30/07/2019. Gelateria confirmed that it has no intention to exercise its option to renew the agreement.

6 Your client has no right in law to *exercise her right to renew the lease for a further period* as per your letter and we suggest that your client acquaints herself with the relevant case law and statutes in this regard.

7 Should your client be aggrieved by the decision of Gelateria with whom she apparently stood in a relationship, her grievance must be appropriately directed to them and not to our client.

Once the main lease agreement comes to an end (on 30/07/2019), there will be no basis upon which your client can continue to occupy the premises / café.

Further to the above, your client can unfortunately not compel our client to enter into an agreement with her.

Our client has acted fairly towards your client, specifically having regard to the fact that no contractual relationship exists, it was never obligated to entertain her 'grievance' and under these circumstances and/or to offer to grant her an indulgence to "stay on" at the premises for a further 3 (three) months (after the expiration of the main lease agreement), from 31/08/2019 to 31/10/2019, in an attempt to accommodate her plight, same being without prejudice to our client's rights in law and in fact. It is worth mentioning that our client even invited her to tender her proposal to the board, alongside all other contenders, for purposes of winning the lease of the café area. We reiterate that our client was not obligated to do so in law or otherwise, yet nevertheless offered your client this fair opportunity. Your client happily contended with other parties herein and only expressed her dismay with the standard procedure when she was notified that she was not selected.

We are of the opinion that it would be in the parties' best interest to reach amicable settlement rather than incurring unnecessary legal costs. That being said, our client will not be intimidated or extorted into submission nor entertain irrelevant issues which are none of your client's concern.

We hold instructions to, without prejudice, convey, in writing, the offer previously made to your client. Our client is willing to permit your client to lease the premises / café from our client for a period of 3 (three) months, from 01/08/2019 to 31/10/2019, under similar terms and conditions between our client and Gelateria. This offer is made in good faith, is full and final. Your client will essentially have sufficient time to make alternative arrangements for continuance of her business and will benefit financially seeing that those 3 (three) months are during the high season.

Against the backdrop of the aforementioned, we are thus of the opinion that there is no need to conduct a round table conference, as the parties will incur unnecessary legal costs.

We await your client's confirmation and acceptance of the abovementioned offer. Should your client not accept same and fail to vacate the premises in question on the relevant date, we hold instructions to immediately commence eviction proceedings against her and hold her responsible for all legal costs incurred herein.

Our client's rights remain strictly reserved and any vexatious proceedings lodged against it will be vehemently defended.

Yours faithfully,

FASAFRICA | NAMBIA

PER: R PHILANDER

SUBMISSIONS AND ENQUIRIES TO COUNSEL

THE MUSEUM CAFÉ/ERF 10028

CONTEXT

Initial attempt to find amicable solution

1. Opposing views developed between the parties due to the contractual framework that existed between SSS and Mrs. Meyer. Mrs. Meyer expressed in writing a willingness to meet and resolve the matter:

   1.1. See correspondence thread;
   1.2. The SSS was not interested in an amicable solution;

Lengthy and costly legal process ensued due to unwillingness to discuss matter

2 The legal process:

   2.1. See court process thread;
   2.2. Some of the uncomplicated/straightforward/simple issues within the legal process were as follows:

      2.2.1. The SSS issued summons in terms of occupation (lease from Municipality of Swakopmund "MS" whilst:

         2.2.1.1. Agreement stipulated:

            "utilized for museum exhibitions for the public's disposal, and display cabinets, partitions, counters, name-plates and

4.3.2. Nothing prevents Scientific Society Swakopmund to enter the proposal process. Why do the SSS not want to compete in the open market;

4.3.3. This mindset of playing politics (lobbying) appose to competing in the open market, creates perceptions and reduces transparency;

4.4. Council has awarded to Ulrike Meyer the outside area to the Museum café (trading as the Museum Café), see letter dated 29 March 2021;

5. Council decisions had created rights and obligations;

26 March 2020

6. 26 March 2020 resolution confirmed the above decisions again pertaining to:

6.1. museum area for museum purposes; and

6.2. museum café area, MS will call for invitation for proposals for this area and let same directly;

7. See resolutions attached;

BEYOND THE SETTLEMENT AND INTRODUCTION TO DRAFT RESOLUTION TO COUNCIL

Draft resolution 16 September 2021 (do not have a copy of the submission)

8. **Letter dated 21 June 2021 from SSS to MS**

Ad paragraph 1

8.1. This matter (conflict) is well documented To have a meeting without giving the other party a chance to have insight and input, contravenes the audi alteram partem principle (as embodied in our law);

8.2. The only feedback, when Mrs. Meyer (the occupant of the museum café) received by accident a copy of the draft resolution of Council;

8.3. The resolutions aim was to reverse/rescind the above resolutions and award the museum, including the Museum Café area to SSS without affording Mrs. Meyer a chance to make any submissions;

Ad paragraph 2

8.4. In the context of the audi alteram partem rule and the previous resolutions, what advice could have been afforded to the Scientific Society Swakopmund by the employees of MS;

8.5. A copy of the record of this advice is requested;

8.6. If no record exist, a summary as per the best recollection of the advice;

Ad paragraph 3

8.7. The SSS should provide a copy of their company documents, their principal purpose of business was incorporated therein. This should clarify and suffice for the record and future dealings in the public domain;

8.8. Was the SSS within their principal purpose of business to sublet property and/or operate a café;

8.9. An audit should be compiled regarding the allocation of space by the SSS of the exhibitions in the museum;

8.10. This is a public building/asset and should reflect a balanced and equitable reflection of the Namibian society in the framework of the service to the community;

8.11. The SSS should submit a plan and budget pertaining to their goal, "**fosters education and supports science, heritage and culture**";

8.12. This is relevant in the context of:

8.12.1. Public assets;

8.12.2. Nominal rental;

8.12.3. Millions of Namibian dollar cash reserves of the SSS;

8.12.4. The SSS had unrestrained and free occupation since 1979;

8.12.5. In what manner was this service by SSS measured and reported to the public;

8.12.6. Free of rental occupation;

Ad paragraph 4

8.13. Reference to these "endeavours we need", considering the public nature of these assets and public interest, it is expected by the SM (custodian of public assets) to delve deeper into these claims;

8.14. The SSS had 42 years **free of rental** occupation;

8.15. An audit process of their business goals as per company documents and claim in paragraph 3, "**fosters education and supports science, heritage and culture**" is required;

8.16. Reference to "long term investments feasible", in any business (and this is public business) it is expected to submit your business plan for a claim and undertaking of this nature;

8.17. No such business plan was submitted. Only a claim/promise was made;

8.18. Considering the tenure, an audit (legal and financial) is the minimum process that should be considered in the public interest;

Ad paragraph Museum to be run by the SSS (5)

8.19. Who paid for the additions?

8.19.1. NBL and ?;

8.19.2. What was the total cost of the additions?;

8.19.3. In terms of the tripartite agreement the additions shall become the property of SM. **See clause 3.2 sub par 3**;

8.20. By law all additions/improvements become the property of the land owner;

8.21. Benefit to the SSS, this was within the context of lawful benefit, therefore:

8.21.1. This was within a museum context;

8.21.2. Was the registered principal purpose of busines in the company documents allowing any other benefit, such as:

8.21.2.1. a cafe busines; or

8.21.2.2. sub-letting of property;

8.21.3. Lawyers on behalf of SSS have drafted the sublet agreements:

8.21.3.1. The subletting was unlawful (contrary to the lease agreement with SM and probably the registered principal purpose of business);

8.21.3.2. The SSS in terms of the lease agreement with SM, could only have used the property for a museum;

8.21.4. The safe keeping claim of the memorabilia, in what manner did SSS keep the memorabilia safe? These were part of the building and no effort, save to rent out the area, was made by SSS to safeguard the memorabilia. Same was sublet and later further sublet;

Memorabilia

8.21.5. Was there a register for these and where are same kept? There are also reference to Sam Cohen Library and Museum;

8.21.6. The argument was framed to suggest that SSS must ensure the safekeeping of the memorabilia (my understanding). The museum café and memorabilia were rented out from the outset;

8.21.7. Logic dictates that in the spirit of save keeping, better the devil you know. Why reluctant to meet with Mrs. Meyer. No complaints were on record regarding her management of the Museum Café. A narrow-minded mindset was applied, the SSS decide to get someone else for the Museum Café. Mrs. Meyer was also paying a turnover rental;

8.21.8. The process of trying to find new tenants for the Museum Café, was this process in co-operation with MS?;

8.21.9. **See clause 4.8 of tripartite agreement**: Neither the Swakopmund Municipality nor NBL will accept any liability through its involvement in the project;

Ad paragraph 6

8.22. SSS now claims to stand by this tripartite agreement;

8.23. The SSS, from 2007 never came to this realization that safekeeping was associated with retaining possession. The museum café was rented out from the outset;

8.24. In the current context and with the limited information of the SSS, can they legally run any other business (registered principal purpose of business?);

8.25. They are a registered non-profit, an explanation should become part of the public record:

8.25.1. the purpose of the millions of Namibian dollars cash reserves; and

8.25.2. how was this money used for the proclaimed benefits?;

8.26. Why has it been allowed to build up, without reinvesting in the benefits claimed above;

Ad paragraph 7 and 8

8.27. Attached is a letter addressed to the SSS dated 29 May 2019, the contents of the letter address these paragraphs;

8.28. A copy of the letter was addressed to the CEO of MS and was part of the public record;

8.29. The SSS could not legally:

8.29.1. Invite expressions of interest;

8.29.2. Sublet the area;

8.29.3. Use it for any other purpose than a museum;

8.30. Considering the public assets and the tripartite agreement, has any of these submissions and information herein been presented to MS;

8.31. At this junction, the SSS had an opportunity to consider their claim as per paragraph 6 above, to run the Museum Café. This was never their intention. The only intention was to sublet the portion without any regard to the legal context. Paragraph 6 is lip service and part of a strategy to convince Council to reconsider decisions that has already been taken. See above;

8.32. In the tripartite agreement reference has already been made that the SSS were allowed to sublet the area. This corroborates the intention of SSS from the outset. **See clause 4.10**;

8.33. The Museum Café is Mrs. Meyer only livelihood and had a right in terms of the agreements that she believed was legal (drafted by the

lawyers of the SSS), therefor the proclaimed leniency from 31 July 2019 until 31 October 2019 was a farse;

Ad paragraph 9

8.34. The letter dated 29 May 2019 is attached as reply;

8.35. Please take note of the second last paragraph of the letter. A meeting was requested to resolve the matter amicably. An hour before the meeting, same was cancelled by SSS;

8.36. It became clear that the SSS wanted to strong arm the process and threatened with legal action;

8.37. Legal action was instituted by the SSS;

8.38. In the legal process, the SSS maintained a hostile attitude. See letters dated 15 April 2020 and 30 September 2020;

8.39. The legal process was not settled due to financial limitations. See SSS cash reserves in financial statements (part of public record);

8.40. The legal process was settled because the SSS notwithstanding their assertive attitude regarding their legal position, **had no legal grounds to continue**;

8.41. Copies of the Court processes are attached for ease of reference and confirmation;

Ad paragraph 10

8.42. This property belongs to MS and should be let by MS;

8.43. The subletting of public assets should not be allowed in public interest. This is a public asset. MS should manage same;

8.44. The Woermannhaus Swakopmund is one of the properties that MS is renting. Not aware of any other properties being sublet on behalf of MS;

Ad paragraph 11

8.45. The essence of this paragraph, the SSS was claiming that the basis on which they are willing to facilitate the sourcing of donations to extend the museum was with a 99-year lease. Surely, this should be in any event their goal and purpose. Hence the company documents and an audit/proper investigation into the Museum is require;

8.46. The question above, who paid for the extensions in addition to the breweries?

8.47. According to my information, the SSS has requested the MS to pay for the replacement of the roof and other improvements. Kindly provide further detail herein to measure the claims against the action of the SSS over the last 42 years;

Free ride on public assets/Alternatively the value proposition needs clarified/understanding

8.48. The SSS had occupancy for 42 years of the museum area for free, whilst:

8.48.1. Building up a cash reserves of millions of Namibian dollars, reference to their Financial Statements;

8.48.2. The Museum forms part of the MS budget every year;

8.48.3. Maintenance such as the roof, was requested to be paid in addition by MS;

8.48.4. The Museum Café was rented out for approximately N$ 10 000.00 per month contrary to the lease agreement and without any consent;

Ad paragraph 12

8.49. A copy of the tripartite agreement was requested to assess the legality of the claims;

8.50. The original agreement supersedes any tripartite agreement if those terms are in contradiction to the original agreement in terms of which SSS has tenure of the property;

8.51. The sidewalk area was relinquished by the SSS;

8.52. Council has taken a decision (E1/5 & 13/3/1/6). The decision and conditions thereof had been sent by mail to Mrs. Meyer by Margaret Sheehama from MS on 7 April 2021;

8.53. The terms and conditions were accepted by Mrs Meyer. See attached mail;

8.54. These rights and obligations had come into existence;

Ad paragraph 13

8.55. The tripartite agreement needs to be legally audited. The agreement on the facts, contradicts the main agreement. This needs to be resolved legally;

8.56. The main agreement did not allow for any other activity than a museum;

8.57. Council has already pronounced themselves regarding the Museum café area;

8.58. The SSS has sublet the area from 2007 (save for 1 year) without any consent and contrary to the main agreement, and probably contrary to their registered purpose of business;

Ad paragraph 14

8.59. The donation aspect has been addressed;

8.60. The maintenance aspect in relation to outstanding issues mentioned above, should be investigated wholistically;

8.61. The SSS should submit a business plan for the next 10 years, considering their cash reserves;

8.62. On what basis can SM allow a non-profit organisation to accumulate millions of Namibian dollars of cash reserves without:

8.62.1. Business plan;

8.62.2. Proper plan and commitment to the goals of the organization;

8.62.3. Audit and measure the benefit of SSS to the public as a whole;

8.62.4. Considering this opportunity to revisit this public asset, consider every aspect;

8.62.5. Continuously monitoring measurable results;

8.63. What is the value of the buildings/assets. Compare this to the public benefit in the above context. In a poor country with many challenges, the minimum that the leaders (Guardians/Trustees of the public assets) should do, is to consider all aspect before entering into a lease agreement for 99 years without any rental, alternatively, for any period below a market related rental to an entity with millions in cash reserves, with no regard to the public benefit in a measurable process;

8.64. The limited resources of MS should be administered within:

8.64.1. The law; and

8.64.2. Transparantly;

Ad paragraph 15

8.65. It is impossible to square this paragraph with the above (specifically Council resolutions) and the history of this matter:

8.66. The misunderstanding or miscommunication herein will hopefully be clarified by this process;

8.67. Any memorandum of understanding can only be considered after all the facts are clearly established from audits and investigations;

Ad paragraph 16

Tripartite agreement

The intention of the parties as per agreement.

8.69. 3.1 NBL has agreed to:

- Sponsor the project with seven hundred and fifty thousand Namibian Dollars (N$ 750 000.00).
- Keep the old Hansa Bar and all its memorabilia and furnishings in tact as far as possible for relocation to the new Museum wing
- Donate the memorabilia and memorabilia to the to the SSS for safekeeping at the Sam Cohen Library.

3.2 Swakopmund Town Council has agreed to:

- Support the project.
- The extension of the current agreement with SSS to incorporate the additions, which will also become the property of Council.
- Supervise the construction of the improvements through the General Manager Engineering Services.

3.3 Scientific Society Swakopmund has agreed to:

- Manage the planning and execution of the construction of improvements through Roxin Architects who will integrate a replica of the current Hansa Bar as part of the improvements.
- Source additional funding and/or in-kind support as required.
- Maintain the building and other improvements for the duration of the leas period.
- Submit annual financial reports to the Swakopmund Council.
- Not dispose of any of the donated artifacts, documents or photographs without the written consent of NBL

8.70. Other relevant clauses:

8.70.1. 4.8 Neither the Swakopmund Municipality nor NBL will accept any liability through its involvement in the project;

8.70.2. 4.9 ..... The safety of the Memorabilia will, however, remain the responsibility of the SSS;

8.70.3. 6.2 This memorandum of understanding is governed by and in accordance with all applicable laws of The Republic of Namibia;

8.71. The complete agreement is part of the documents;

Ad paragraph 17-19

8.72. If it was not for a coincidence, the draft resolution would not have come under the attention of Mrs. Meyer. Then this matter would have been necessary to be addressed on Ministerial levels;

8.73. From this letter, it is clear that the MS had various meetings with SSS;

8.74. No effort was made to consult with Mrs. Meyer. Considering the history, the contested court case, and issues mentioned above, it is unthinkable that MS has not invited Mrs. Meyer to discuss the matter. Kindly indicate why this has not been done or considered?

8.75. Mrs. Meyer had to take desperate measures to stop the last resolution from being past;

THE OTHER SIDE/MRS. MEYER

Emotional and equitable proposition

9. Mrs. Meyer is a single mother;

10. She has run the Museum Café personally and has been ever present for the last 5 years;

11. Only source of income and livelihood;

The side walk area

14. The sidewalk area has been awarded to Ulrike Meyer;
15. Attached please find the letter dated 29 March 2021 and a mail dated 7 April 2021, wherein the terms and conditions were accepted;

Public Assets and equitable management thereof

16. The size of the Museum café area - 69.5 square meter;
17. The rental was approximately N$ 10 600,00 per month. This was not enough, notwithstanding same being market related. The SSS wanted proposal to receive more rental. No other reason existed. The SSS never indicated to Mrs. Meyer why they suddenly want to ask for proposals and notwithstanding the option to renew, alternatively legitimate expectation, did the SSS indicate why they did not want to discuss and negotiate a further rental agreement with Mrs. Meyer;
18. To avoid this approach, public assets should not be sublet, MS should ensure an equitable approach;

Procurement act

19. Considering the bartering nature of this transaction between the SSS and MS, should this transaction be subject to the provisions of the Procurement Act?
20. The nature of the transaction:
    20.1. SSS manages the museum;
    20.2. Museums are typically public business;
    20.3. Is this a public service on behalf of MS;

20.4. The quid pro quo seem to be a substantially reduced rental of a public asset;

20.5. Mrs. Meyer was paying approximately N$ 150.00 per square meter;

20.6. The SSS has received more than a 1000 square meters **free of any rental** for 42 years;

21. To appreciate the value proposition; MS has approved a rental of N$ 49.58 pe square meter for the side walk area that was unimproved;

22. The museum erf is 2660 square meter. At the same rental per square meter, the museum rental should be N$ 131 882.8 per month;

23. The SSS paid zero rental for 42 years;

24. The current proposed rent is N$ 500.00 per month;

Members of the Association

25. The SSS is a section 21 company (incorporated association not for gain) with a Memorandum an Articles of Association;

26. The SSS does not have members as envisaged in the resolutions taken by Council. Only directors and principle purpose of business;

27. The principal purpose of business;

28. Suggested that the resolution be reconsidered and in addition to the above, the wording should read:

28.1. That should the directors and or stated principal purpose of business change, Council be informed in writing;

Mrs. Meyer acted on the resolutions taken by MS

29. Part of the consideration when the court matter was settled, was acting with the MS resolutions in mind. Mrs. Meyer knew (was informed) that the Council has taken those resolution wherein invitations for the Museum Café will be requested from the public;

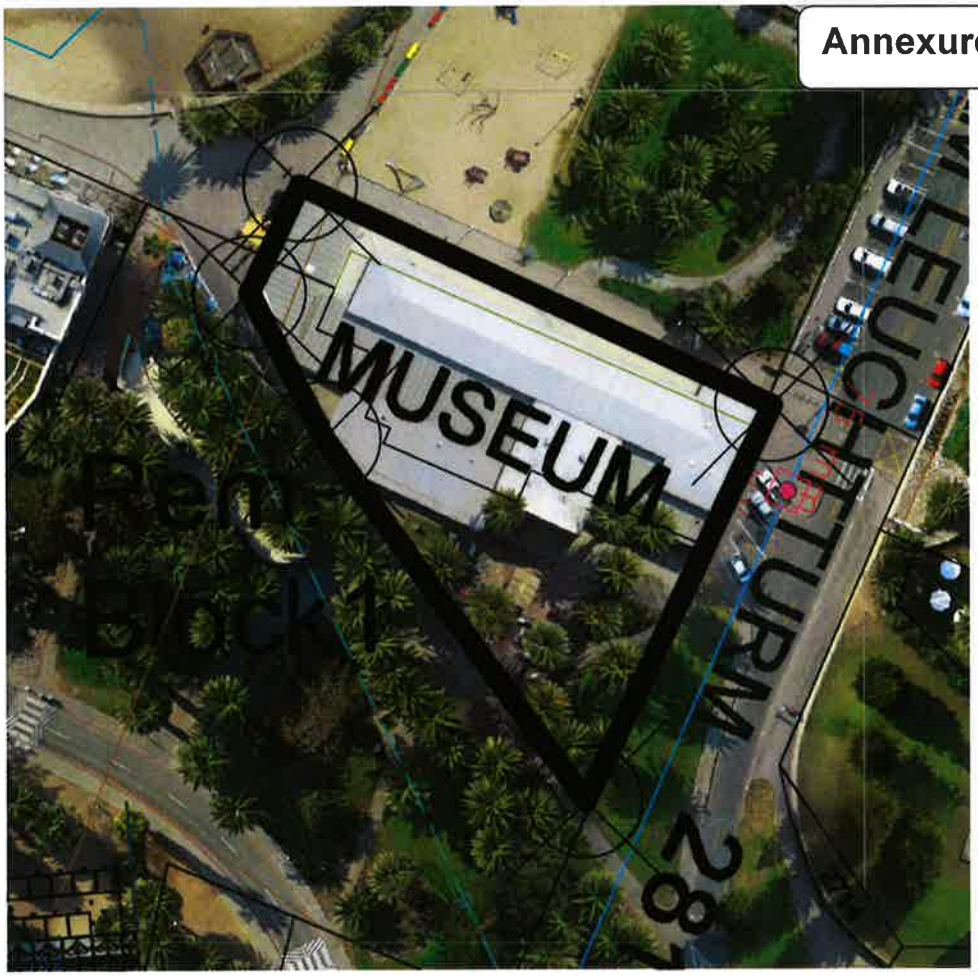
30. Mrs. Meyer also acted on the outside are by applying therefor, receiving confirmation thereof and accepting the terms and conditions offered by Council.

APPLICATION

1. The Municipality of Swakopmund audit and investigated all facts and apply same to the legal framework before making any decision;
2. The property belongs to the Municipality of Swakopmund. The resolutions in terms of which it was decided that MS will invite public proposals and let the Museum Café to the best applicant must be upheld. Execution be given to those resolutions taken by Council.

GERHARD VAN DER MERWE

Annexure "I"

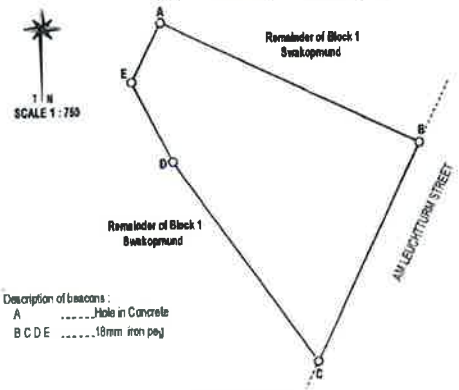


APPROVED

for SURVEYOR-GENERAL

No.A 246/2018

SIDES metres		ANGLES OF DIRECTION		CO-ORDINATES Y System: Lo 22/15	X	Designation
		Constants				
A B	69.30	295 10.30	A	+48 952 06	+74 832.07	MUA
B C	58.17	25 20.40	B	+48 889 34	+74 881 55	MUB
C D	59.53	144 20.10	C	+48 914 24	+74 914 12	MUC
D E	21.76	153 04.50	D	+48 948 95	+74 865.75	MUD
E A	15.79	205 16 00	E	+48 958 80	+74 848 35	MUE
			⊕	+48 815 67	+69 289 20	RM4
			△	+33 870 80	+63 535 08	TR38



Description of beacons :
A .....Hole in Concrete
B C D E .....18mm iron peg

The figure A B C D E
represents 2860 square metres of land being

Erf 10028 (a Portion of the Remainder of Block 1), Swakopmund

Situate in the Municipal Area of Swakopmund
Registration Division G, Erongo Region, Republic of Namibia

Surveyed in July 2011 by me

C.G. Pieterse
Land Surveyor

This diagram is annexed to	The original diagram is	S.R. No.: E72/2018
No		Gen. Plan No
d.d	Transfer/Grant	Noting Plan: MD-6CA/21
Registrar of deeds		File No.: JW 37

11.1.21 **ALAN : APPLICATION FOR DONATION OF LAND**
(C/M 2022/10/27 - 16/1/4/2/1/5, 5/6/1)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **10.5** page **94** refers.

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

1. **Introduction**

The purpose of this submission if for Council to consider an application received from ALAN dated **19 July 2022** requesting Council to donate the association an erf zoned for business purposes an alternative source to generate revenue (**Annexure "A"**).

They request a portion of land measuring between approximately 1 000m² to 2 000m² for the construction of an office complex, flats and or entertainment /events centre.

2. **Council's Policy with regard to the Donation of Land**

In terms of Council's Property Policy the donation of land to Government and Non-Profit Organisations is considered on merit. ALAN motivates is application based on the premise that the erf will be used to generate revenue for the association.

3. **Availability of Even zoned for Business Purposes**

Council only has business erven in the Matutura townships to the northeast of town. These erven are either located within the townships allocated for the Mass Housing Project, or to private developers for the installation of services.

Summarized:

Townships allocated to Mass Housing Project:

Extensions 6, 7, 8, 9, 10, 11 and 12, Matutura; and Extensions 27, 28, 29, 30, 31 and 37, Swakopmund.

On **25 February 2021** under item 11.1.8 Council passed the following resolution with regard to the future sale of the erven zoned for business purposes serviced with funds from the Government:

(b) That the erven zoned for "Business" and "General Residential" purposes be sold by closed bid at an upset price of N$156.00/m² as and when determined by the General Manager: Corporate Services & Human Capital.

Townships allocated to private developers:

Extensions 3, 4, 5, 13, Matutura; Matutura Proper; Extensions 24, 25 and 38, Swakopmund.

On **23 May 2019** under item 11.1.16 Council passed the following resolution with regard to the future sale of erven which will be serviced by private developers:

(b) That Optimum Trading Enterprises CC be informed that Council on 30 August 2018 under item 11.1.5 (d) resolved that the erven being returned to Council by the private developers be sold by closed bid sale.

4. **Membership Fees**

With regard to Council's membership with ALAN the recent decisions were traced:

Item 10.1 of 12 March 2020 regarding the payment of membership fees:

That the Chief Executive Officer arrange a meeting with all Part 1 Municipalities to discuss the way forward regard to ALAN / AMICAAL.

Item 8.9 of 15 April 2022 regarding the payment of membership fees:

(a) That only 50% of the membership fee to ALAN be paid and that ALAN be requested to implement reforms.

(b) That Council do not affiliate to AMICALL anymore.

Below is a summary dated **05 July 2022** of payments made to ALAN:

Financial Year	Membership Fees	Paid	Payable
2018 / 2019	100 000.00	50 000.00	-
2019 / 2020	100 000.00	-	50 000.00
2020 / 2021	100 000.00	-	50 000.00
2021 / 2022	125 000.00	-	62 500.00
			162 500.00

5. **Discussion**

It is proposed that Council decides whether to donate an erf zoned "*General Business*" to the Association of Local Authorities in Namibia based on the merits stated by them being as an alternative source of income.

That should Council support the application, an erf be identified and resubmitted to Council for consideration, taking into account of the allocation set-out above under point 3.

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

RECOMMENDED:

That Council turns down the application received from Association of Local Authorities in Namibia requesting the donation of an erf zoned for business purposes which will be used as an alternative source of income for the association.

5

ASSOCIATION OF LOCAL AUTHORITIES IN NAMIBIA

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Email: samuelabc67@gamil.com
www.alan.org.na
No. 24 Corner of Johan Albrecht & Pasteur Street Windhoek - West

OFFICE OF THE PRESDENT

Enquiries: Ms. Maureen Kambala

MUNICIPALITY OF SWAKOPMUND
19 JUL 2022
Office of the Chief Executive Officer

Hon. Louisa. N. Kativa
Her Worship Mayor
Swakopmund Municipality
P.O.Box 53
Swakopmund

RECORDS & ARCHIVES
20 JUL 2022
MUNICIPALITY OF SWAKOPMUND

19 July 2022

Her Worship,

REQUEST FOR DONATION OF BUSINESS LAND TO ALAN

Please received our warm fraternal greetings from the Board of Directors and staff of ALAN.

As you are aware the objective of ALAN is to protect, safeguard and enhance the image, interest, rights, and privileges of local authorities with the main aim to be a dynamic, self-sustaining organization that plays an advocacy role on behalf of local authorities with the view to promote its membership to address socio, economic and political challenges at the local government level.

ALAN mainly generate its income from the annual membership fees of the local authorities to carry out its mandate and operational need, with occasional financial support from MURD.

The current leadership has set our sights on exploring other sources of revenue to complement the budget including but not limited to creating a special purpose vehicle for commercial ventures, identifying new programmes and projects for fundraising proposals and facilitating leveraging of resources through networking with private and public institutions.

It is in light of the above that we seek business land donations from local authorities to construct office complex, flats and or entertainment/events centre for monthly income. These initiatives of office complex, flats and or entertainment/events centre shall be implemented in partnership with business partners and local authorities. Secondly, we are planning to establish an ALAN Development Fund (ADF) we intent to launch this FUND November 2022. The purpose of this initiatives is to make ALAN a financially sound organization, which can help its membership with socio-economic developmental projects, community base micro income generating projects and to address climate change effects.

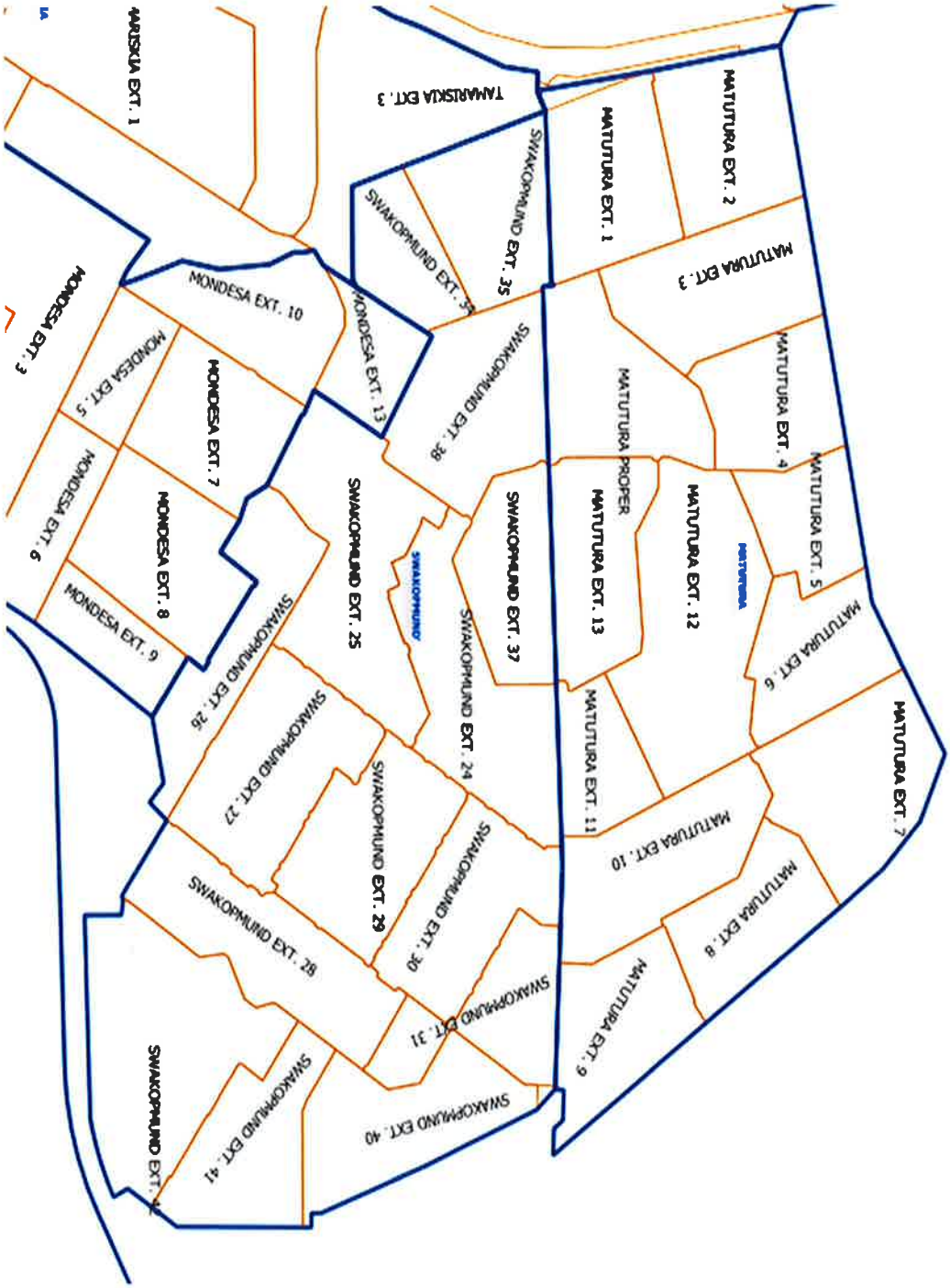
This will also empower ALAN to conduct regular trainings and workshops to build capacity for its membership. I therefore on behalf of the Board of Directors of ALAN submit this humble request for donation of piece of land between 1000 and 2000 square meters for construction of office complex, flats and or entertainment/events centre for the consideration of the Council.

Yours in development

The Association for Local Authorities in Namibia
13 JUL 2022
President

DR. SAMUEL JOE-AMSEB
PRESIDENT OF ALAN

CC Hon. Erastus Uutoni
Minister of Ministry of Urban and Rural Development
Hon Hilda Jesaja
ALAN Vice President


MATUTURA EXT. 7
MATUTURA EXT. 6
MATUTURA EXT. 5
MATUTURA EXT. 4
MATUTURA
MATUTURA EXT. 2
MATUTURA EXT. 1
MATUTURA EXT. 3
MATUTURA PROPER
MATUTURA EXT. 13
MATUTURA EXT. 12
MATUTURA EXT. 11
MATUTURA EXT. 10
MATUTURA EXT. 9
MATUTURA EXT. 8
SWAKOPMUND EXT. 37
SWAKOPMUND EXT. 35
SWAKOPMUND EXT. 38
SWAKOPMUND EXT. 24
SWAKOPMUND EXT. 25
SWAKOPMUND
SWAKOPMUND EXT. 29
SWAKOPMUND EXT. 30
SWAKOPMUND EXT. 31
SWAKOPMUND EXT. 40
SWAKOPMUND EXT. 41
SWAKOPMUND EXT. 27
SWAKOPMUND EXT. 28
SWAKOPMUND EXT. 26
TAMARISKIA EXT. 3
MONDESA EXT. 13
MONDESA EXT. 10
MONDESA EXT. 7
MONDESA EXT. 8
MONDESA EXT. 9
MONDESA EXT. 6
MONDESA EXT. 5
MONDESA EXT. 3
MARISKIA EXT. 1

11.1.22 **CHANGE OF NAME OF APPLICANT: STREET PORTION LOCATED BETWEEN ERF 40 AND 41, MILE 4**
(C/M 2022/10/27 - M4 39, M4 40)

Ordinary Management Committee Meeting of **13 October 2022**, Addendum **10.6** page **100** refers.

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

1. **Introduction**

This submission is for Council to consider the change of the name of the applicant who initially applied to purchase the street portion between Erf 40 and 41 located in Mile 4.

The change of the name is required a Mr J DW Geringer is selling his erf, Erf 40 to his neighbour, Ms J C van Schalkwyk owner of Erf 39, Mile 4.

Council received a letter dated 15 June 2022 (**Annexure "A"**) as well a copy of an offer to purchase between Mr Geringer and Ms Van Schalkwyk for the sale of Erf 40, Mile 4 which property is still in the name of Mr Geringer.

2. **Background**

2.1 Mr Geringer applied to Council to purchase a portion of Abalone Avenue located between Erven 40 and 41, which portion adjoins his property with the aim to consolidate the adjacent portion of street with Erf 40, Mile 4.

The street portion serves no purpose as a street and it does not accommodate any municipal services, except for a minor water line in the street with no active connection. Notwithstanding this, the purchaser has to obtain consent from the owner of Erf 99 that this water line will not be required to provide water to Erf 99, Mile 4.

The motivation for the sale of this street portion stems from the fact that during the construction of the residential dwelling located on Erf 39, a portion of the dwelling was constructed over the boundary line of Erf 40, Mile 4. Therefore, the size of Erf 40 was compromised.

2.2 On **31 August 2017** under item 11.1.22 Council approved the sale of a portion of Abalone Avenue to Mr Geringer which portion must be consolidated with Erf 40 (point (c) of the decision). The complete decision is attached as **Annexure "B"**.

2.3 On **05 September 2018** the duly appointed town planner of Mr Geringer was cautioned of section 19 (10) of the Township and Division of Land Ordinance of 1963 in terms of which ownership of streets and public open spaces vests *ipso facto* in the local authority.

Quoted: *(10) If by any subdivision in terms of this section, new public places are created, the dominium of the land comprising such public places shall ipso facto vest in the local authority within whose area of jurisdiction such land is situated, or if such land is not situated within the area of jurisdiction of a local authority, in the State in trust for any local authority which may thereafter be constituted in respect of the area within which such land is situated. The provisions of subsections (2) and (3) of section 14 and the provisions of section 25 shall, mutatis mutandis, apply to all such land.*

This Ordinance was subsequently replaced by the Urban & Regional Planning Act 5 of 2018.

The above is relevant as the township belongs to Mile 4 (Pty) Ltd. Therefore Council first has to obtain a title deed in order to be placed in a position to transfer the portion of land to a third party (at the cost of the applicant).

2.4 On **31 January 2019** under item 11.1.10 Council approved the purchase price in the amount of N$800.00/m², i.e N$800.00/m² x 325m² = N$ 260 000.00.

Point (d) (ii) of the said decision further stipulates as follows:

(d) (ii) That once the statutory processes are finalized and an erf diagram for the subdivided portion is in place, Council's intention to sell the street portion be advertised for possible objections as required in terms of the Local Authorities Act 23 of 1992 as amended.

Council can proceed with the publication for the sale of the street portion for possible objections, if Council amends the change of name from Mr Geringer to read Ms Van Schalkwyk.

2.5 On **25 November 2021** under item 11.1.6 Council approved the subdivision of the portion of Abalone Avenue, the permanent closure thereof as a street and the consolidation of the portion with Erf 40, Mile 4. The correct size of the street portion is 325m² in terms of the preliminary diagram.

2.6 As Ms Van Schalkwyk will be purchasing Erf 40, Mile 4 from Mr Geringer, it is necessary that Council amends point (a) of its decision passed on **31 August 2017** to read that Ms J C van Schalkwyk be the purchaser of the street portion on condition that the transfer between her and Mr Geringer for Erf 40 is finalized.

It would not service any purpose selling the street portion to her, if she is not the owner of Erf 40, Mile 4. It will enable her to sell the street portion measuring 325m² as a separate erf, which is not in-line with the purpose for which Council is willing to sell the street portion.

Attached as **Annexure "C"** is a map of the subject erven.

3. **Current Situation**

In order to commence with the publication of Council's intention to sell a portion of Abalone Avenue to the owner of Erf 40, Mile 4, Council has to consider the approval of the purchaser's identity as Ms Johanna Chrisna van Schalkwyk as she will be purchasing Erf 40 from Mr Jacobus De Wet Geringer.

By purchasing Erf 40, Mile 4 from Mr Geringer, the encroachment onto Erf 40 of the dwelling constructed on Erf 39, Mile 4 will be solved by consolidating the two erven. Notwithstanding this, the owner of Erf 40 is entitled to purchase the street portion which does not serve any purpose, and consolidate it with Erf 40, Mile 4. If the statutory processes were finalized by Mr Geringer, he would sell the combined erf to Ms Van Schalkwyk without requiring Council's consent. The sizes of the various subject erven are as follows:

Erf 39, Mile 4	=	*340m²*	*The combined size will therefore be 1 058m².*
Erf 40, Mile 4	=	*393m²*	
Street Portion	=	*325m²*	

If approved by Council, the following two resolutions must be amended to reflect Ms Van Schalkwyk as the purchaser:

- *Item 11.1.22 of 31 August 2017*
- *Item 11.1.10 of 31 January 2019*

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

RECOMMENDED:

(a) That Council takes note that Ms Johanna Chrisna van Schalkwyk, the owner of Erf 39, Mile 4 is in the process of purchasing Erf 40, Mile 4 from Mr Jacobus De Wet Geringer; and that she intends to proceed with the acquisitioning of the portion of Abalone Avenue as was approved by Council on 31 August 2017 under item 11.1.22.

(b) That Council approves the change of the name of the purchaser of the street portion to read Ms Johanna Chrisna van Schalkwyk instead of Mr Jacobus De Wet Geringer and that the property be transferred to Ms Van Schalkwyk after ownership of Erf 40, Mile 4 is registered in her name.

(c) That the street portion be consolidated with Erf 40 (the consolidation requirement was approved by Council on 31 August 2017 under item 11.1.22, point (c)).

(d) That the following Council resolutions be amended to reflect Ms Johanna Chrisna van Schalkwyk as the purchaser:

- ***Item 11.1.22 of 31 August 2017***
- ***Item 11.1.10 of 31 January 2019***

(e) That Council proceeds with the publication of the intention to sell the street portion to Ms Johanna Chrisna van Schalkwyk as required in terms of the Local Authorities Act 23 of 1992, after the transfer in point (b) above is finalized.

ANNEXURE "A"

19.03.09.40

M4 E 40

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Chief Executive Officer
Municipality of Swakopmund
P.O. Box 53
SWAKOPMUND
Namibia
13001

RECORDS & ARCHIVES
1 6 JUN 2022
MUNICIPALITY OF SWAKOPMUND

15 June 2022

Dear Sir

RE: OFFER TO PUCHASE: JDW GERINGER// TOWN COUNCIL - PORTION OF STREET LOCATED BETWEEN ERVEN 40 & 41, MILE 4

I am Johanna Chrisna van Schalkwyk, I.D Nr 73122510049, and the owner of erf 39, Mile 4, Swakopmund and the neighbour to erf 40, Mile 4, Swakopmund.

Mr JDW Geringer owner erf 40 agreed to sell his property to me. Please find attached the signed offer to purchase. Mr Geringer and I also discussed the portion of street (Abalone Avenue) located between erven 40 & 41 which he applied for with Council. I have agreed to go ahead with Mr Geringer's offer to purchase currently with Swakopmund Municipal Council. I will therefor take full responsibility for any costs involve relating to the purchasing of the street portion and any other costs that will be required for the statutory processes involved.

With reference to above and attached approval letter form Council dated 11 February 2019 to Mr JDW Geringer for approval to purchase the portion of street between erven 40 & 41. I would hereby agree to go ahead with purchase and would there for ask all documentation to be changed to my details and that any new correspondence be addressed to me and not Mr JDW Geringer.

Please note that the deposit of N$10 000-00 for acceptance of purchase price was done by both myself and Mr Geringer (see attached payments). We are in agreement that I will refund him his N$5000-00 as soon as approval is received from Council that I can take over the purchase application of a portion of street located in Abalone Avenue in Mile 4.

Please find attached my I.D and other documentation for change of details. Please let me know if you require any further information from myself or Mr Geringer.

Kind Regards

JOHANNA CHRISNA VAN SCHALKWYK

PO BOX 2919, SWAKOPMUND
CELL: +264812551147
EMAIL: blueline@iway.na

OFFER TO PURCHASE

I, the undersigned,

JOHANNA CHRISNA VAN SCHALKWYK ID NR 7312251 0049

hereby grant to

JACOBUS DE WET GERINGER ID NR 8502031007 7

an offer to purchase

ERF 40, ABALONE STREET, NILE 4, SWAKOPMUND

for the amount of

N$ N$510 000-00

(FIVE HUNDRED AND TEN THOUSAND **Namibia Dollars)**

DATE: 30/05/2022

PLACE: SWAKOPMUND

PURCHASER

The above offer is hereby accepted by me.

DATE: 30/05/2022

PLACE: Omaruru

SELLER

ANNEXURE "B"

(a) That Council approves the sale of a portion of Abalone Avenue ±393m² in extent, located between Erf 40 and 41 to Mr Jacobus De Wet Geringer, the owner of Erf 40, Mile 4.

(b) That Council's valuator and 2 additional valuators valuate the portion in (a) and that the average of the 3 valuations determines the purchase price.

(c) That Engineering Services Department determines the exact size of the portion of the street to be consolidated with Erf 40, Mile 4.

(d) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships and Division of Land Ordinance 11 of 1963 respectively, be dealt with successfully.

(e) That Council approves the permanent closure of the portion as "*Street*" (as indicated on the attached map) in terms of section 50 (2) of the Local Authorities Act, 1992.

(f) That the street portion be subdivided from Abalone Avenue and consolidated with Erf 40, Mile 4 and rezoned from "*Street*" to "*Single Residential*" in terms of the Townships and Division of Land Ordinance 11 of 1963.

(g) That the purchaser appoints a town planner at his cost to attend to the statutory processes, except the publication required in terms of the Local Authorities Act 23 of 1992 for the sale of the street portion.

(h) That Mr Geringer appoints a town planner / environmentalist to attend to the Environmental Impact Assessment in terms of the Environmental Management Act, Act 7 of 2007 as amended.

(i) That the applicant takes note that no rights will accrue to the applicant unless all the above-mentioned conditions are complied with in full and all the relevant authorities have given the necessary permission, if applicable.

(j) That the applicant be informed that all costs relating to the transaction are for his account, such as (but not limited to) the advertising of the street closure, advertising of the proposed alienation for objections, the appointment of a town planner to attend to the subdivision and consolidation, EIA, the appointment of the land surveyor and the payment of the transfer costs.

(k) That the following standard conditions be applicable:

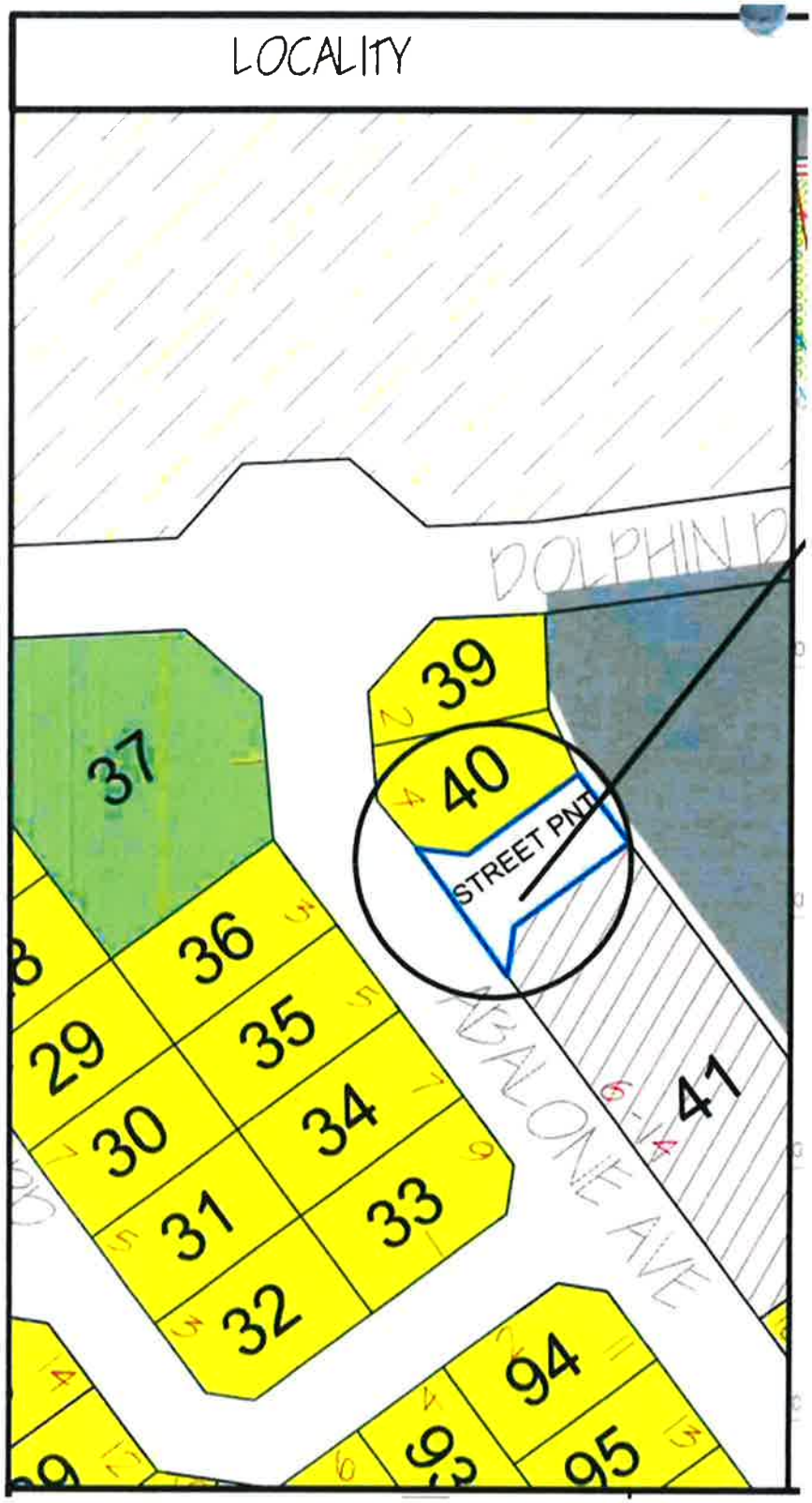
(i) The purchaser must accept that no rights will accrue to him or her from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.

(ii) A deposit of N$10 000.00 shall be required of the purchaser to cover all fees and costs to Council, prior to attending to the statutory processes.

(iii) Should a balance remain after Council's costs have been covered, it will be refunded by the Finance Department to the purchaser.

(iv) The successful purchaser shall be required to pay the above deposit within 90 days from the Council resolution approving the purchase price, failing which Council's resolution will be revoked at the next Council meeting following after the expiry of the 90 days.

ANNEXURE "C"


LOCALITY
DOLPHIN D
39
40
37
STREET PNT
36
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29
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34
31
33
32
41
AVALONE AVE
94
95