

Municipality of Swakopmund

AGENDA **NO. 1** **ORDINARY** **COUNCIL MEETING** ON THURSDAY **27 APRIL 2023** AT **19:00**



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**MUNICIPALITY OF SWAKOPMUND**

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53 Swakopmund

NAMIBIA



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Ref No 5/2/1/1/2

Enquiries: Aloysia Kahuika

19 April 2023

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 APRIL 2023**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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1. **OPENING BY PRAYER, IF SO DESIRED**
2. **ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL**
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4. **CONFIRMATION OF MINUTES OF THE PREVIOUS MEETING OF COUNCIL**
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 - 4.1 Minutes of the Ordinary Council Meeting held on 04 April 2023.
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5. **OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS**
6. **INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF A COUNCIL**
 - 6.1 Long Service Awards.
7. **PETITIONS**

None.
8. **MOTIONS OF MEMBERS**

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

None.
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 APRIL 2023**

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11. **RECOMMENDATION OF THE MANAGEMENT COMMITTEE**11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 13 APRIL 2023**

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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 Tuesday, 04 April 2023 at 19:00.

PRESENT:

Councillor D Namubes	:	Mayor (Chairperson of Council)
Councillor D Am-IGabeb	:	Deputy Mayor (Vice-Chairperson of Council)
Councillor W O Groenewald	:	Chairperson of MC
Councillor CW Goldbeck	:	Member of Management Committee
Councillor P Shimhanda	:	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 H Naruseb	:	GM: Finance
Ms L Mutenda	:	GM: Health Services & SWM
Mr A Plaatjie	:	GM: Corporate Services & HC (Acting)
Mr U Tjiurutue	:	Corporate Officer: Administration
Ms A A Kahuka	:	Administration Officer
Ms L Mupupa	:	Public Relations Officer

ALSO PRESENT:

Members of the public and the media.

1. OPENING BY PRAYER

Councillor D Am-IGabeb opened the meeting with prayer.

2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL
(C/M 2023/04/04 - 5/2/1/1/2)

On proposal of Councillor S M Kautondokua seconded by Councillor P Shimhanda, it was:

RESOLVED:

That the agenda be adopted.

CO: A
Acting GM: CS&HC

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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 B R Goraseb	-	Approved
Councillor M Henrichsen	-	Approved

3.2 Declaration of interest:

None.

4. CONFIRMATION OF MINUTES

(C/M 2023/04/04 - 5/2/1/1/2)

4.1 MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 23 FEBRUARY 2023

(C/M 2023/04/04 - 5/2/1/1/2)

On proposal of Councillor S M Kautondokua seconded by Councillor P Shimhanda, it was:

RESOLVED:

CO: A
Acting SM: CS&HC

That the minutes of the Ordinary Council Meeting held on 23 February 2023, be confirmed as correct.

5. OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS

(C/M 2023/04/04 - 5/5/2)

HONOURABLE COUNCILLORS, THE ACTING CHIEF EXECUTIVE OFFICER, MR. CLARENCE MCCLUNE, GENERAL MANAGERS, MANAGERS, OFFICIALS, REVEREND VENTER, MEMBERS OF THE COMMUNITY, MEMBERS OF THE MEDIA
LADIES AND GENTLEMEN

GOOD EVENING AND WELCOME TO THE COUNCIL MEETING.

I WOULD LIKE TO MAKE USE OF THIS OPPORTUNITY TO WELCOME OUR VISITORS FROM THE RUNDU TOWN COUNCIL. THANK YOU VERY MUCH FOR ATTENDING THIS MEETING WITH US.

LADIES AND GENTLEMEN

DURING THIS MONTH, COUNCIL HAD THE FOLLOWING ACTIVITIES:

1. ANALYSIS REVIEW FOR THE MANAGEMENT
2. PARENTS CONFERENCE TO ENGAGE DIFFERENT STAKEHOLDERS ON THE IMPORTANCE OF INVOLVEMENT IN THE EDUCATION OF OUR CHILDREN.
3. WE DONATED TOILET PAPER AND BATH SOAP TO THE STATE HOSPITAL TO ASSIST LESS FORTUNATE PATIENTS.
4. WE CELEBRATED THE RANDOM ACTS OF KINDNESS WHERE WE DONATED BEDDINGS TO THE STATE HOSPITAL AND TREATED THE NURSES TO A MASSAGE.

ESTEEMED COUNCILLORS, LADIES AND GENTLEMEN

WE WILL BE SIGNING A MEMORANDUM OF UNDERSTANDING WITH THE RUNDU TOWN COUNCIL. THROUGH THIS, THE PARTIES WISH TO STRENGTHEN, PROMOTE AND FOSTER THE FRIENDLY RELATIONSHIP WHICH EXISTS BETWEEN THE LOCAL AUTHORITIES AND RESIDENTS OF SWAKOPMUND AND RUNDU TO STRENGTHEN THE SWAKOPMUND AND RUNDU RELATIONSHIP BY MEANS OF CO-OPERATION.

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I WISH TO MAKE USE OF THIS OPPORTUNITY TO EXPRESS GRATITUDE TO THE RUNDU TOWN COUNCIL TO HAVE SHOWN INTEREST IN THE WORK THAT WE ARE DOING.

LADIES AND GENTLEMEN

WE WILL NOW MOVE ON WITH OUR DELIBERATIONS, AFTER WHICH THERE WILL BE A SIGNING CEREMONY.

THANK YOU FOR YOUR ATTENTION.

DAVID AM-IGABEB
DEPUTY MAYOR

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

None.

7. PETITIONS

None.

8. MOTIONS OF MEMBERS

None.

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

None.

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

10.1 REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING MARCH 2023

(C/M 2023/04/04 - 5/2/1/1/2)

CO: A
Acting CM: CS&MC

RESOLVED:

That the report to Council on the resolutions taken by Management Committee meeting held on 09 March 2023, be noted.

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11. RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING MARCH 2023

11.1 MANAGEMENT COMMITTEE MEETING HELD ON 09 MARCH 2023 AND 23 MARCH 2023

11.1.1 NAMIBIA TRAINING FOUNDATION: APPLICATION FOR EXTENSION OF TIME TO PAY THE PURCHASE PRICE
(C/M 2023/04/04 - T 1239)

CO: P
Acting GM: CS&MC

RESOLVED:

- (a) That Council takes note that the deed of sale entered into by and between Council and Namibia Training Foundation lapsed on 07 February 2021.
- (b) That Council takes note of the reason for Namibia Training Foundation experienced delays of 3 members of the entity resigning and having to be replaced with 3 new members.
- (c) That Namibia Training Foundation provides the identity of the three members who resign from the entity and the names of the new members as was requested in Council's letter dated 21 December 2022. Council considers the reviving of the deed of sale.
- (d) That it be noted that the amendment of the membership is a long process, therefore it is proposed to grant Namibia Training Foundation an extension of time until 31 June 2023 to secure the purchase price and transfer of ownership.
- (e) That Council stays the purchase price in the amount of N\$333 724.28 which was the compounded amount on 07 February 2021 (date of lapsing of the 12 months payment period).
- (f) That Namibia Training Foundation only commence with the development of Erf 1241, Tamariskia once ownership of Erf 1239, Tamariskia is registered in their name.

11.1.2 AMENDMENT OF RESOLUTION, ITEM 11.1.26: EXTENSION 25: FUTURE SALE OF 4 ERVEN ZONED "GENERAL BUSINESS"
(C/M 2023/04/04 - E 6946, E 6947, E 6948, E 6949)

RESOLVED:

CO: A
Acting GM: CS&MC

That point (d) (ii) of Council's resolution passed on 26 January 2023 under Item 11.1.26 be amended as follows:

Current wording:

- (ii) The bidders must provide a service account in the name of the bidder showing residence in Swakopmund for the past 5 years in any of the following extensions:

1. Extension 34, Swk
2. Extension 35, Swk

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3. Extension 26, Swk
4. Extension 26, Swk
5. Extension 7, Mondesa
6. Extension 18, Mondesa

Proposed wording:

It is proposed that point (d) (ii) be amended to read as follows:

(ii) The bidders must provide a service account in the name of the bidder showing domestic residence in Swakopmund for the past 5 years in any of the following extensions:

1. Mondesa
2. Matutura
3. Extensions 24, 25, 26, 27, 28, 29, 30, 31, 37 and 38, Swakopmund (located in Mondesa)

11.1.3 REQUEST FOR CONTINUATION OF SPECIAL RATES AT THE SWAKOPMUND MUNICIPAL REST CAMP
(C/M 2023/04/04 - 14/2/7/1/2)

RESOLVED:

GM: EDS
GM: F

- (a) That Council approves special rates for the Swakopmund Municipal Rest Camp (SMRC) from 1 March 2023 to 30 June 2023:

Unit Type	Normal Rate	Current Special Rate	Proposed Special Rate	% Discount
Fish	N\$ 562.00	N\$ 500.00	N\$ 660.00	2.13%
Gecko	N\$ 652.00	N\$ 550.00	N\$ 600.00	7.97%
Wehrwitschia	N\$ 681.00	N\$ 550.00	N\$ 600.00	11.89%
Dune	N\$ 903.00	N\$ 650.00	N\$ 700.00	22.48%
Dune A	N\$ 846.00	N\$ 650.00	N\$ 798.00	17.25%
Spitzkoppe	N\$ 947.00	N\$ 750.00	N\$ 800.00	15.52
Brandberg A	N\$ 1 058.00	N\$ 900.00	N\$ 950.00	10.20%
Brandberg B	N\$ 1 225.00	N\$ 950.00	N\$ 1000.00	18.36%
Moon Valley	N\$ 1 336.00	N\$1050.00	N\$ 1100.00	17.66%

- (b) That the following rates be approved as the peak season rates for the period of 6 April 2023 to 10 April 2023:

Unit Type	Normal Rate	Current Covid Special Rate	Proposed Peak Season Discount Rate
Fish	N\$ 562.00	550.00	600.00
Gecko	N\$ 652.00	600.00	650.00
Wehrwitschia	N\$ 681.00	600.00	650.00
Dune	N\$ 903.00	700.00	750.00
Dune A	N\$ 846.00	700.00	750.00
Spitzkoppe	N\$ 947.00	750.00	800.00
Brandberg A	N\$ 1 058.00	900.00	1 000.00
Brandberg B	N\$ 1 225.00	950.00	1 060.00
Moon Valley	N\$ 1 336.00	1 050.00	1 150.00

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11.1.4 REDUCED WATER CONSUMPTION TARIFFS FOR OLD AGE HOMES: MINISTRY OF HEALTH AND SOCIAL SERVICES
(C/M 2023/04/04 - 3/11/1/2/1/6)

RESOLVED:

GM: F

- (a) That Council approves the below Special Staggered Water Tariffs for the Old Age Homes of Ministry of Health and Social Services:

Staggered water tariffs Swakopmund and Smallholdings per m ³		CURRENT TARIFFS	PROPOSED TARIFFS
(i)	9 m ³ to 30 m ³	19.39	16.00
(ii)	31 m ³ to 60 m ³	23.18	20.00
(iii)	More than 60 m ³	35.84	30.00

- (b) That the abovementioned Tariffs be gazetted and implemented once proclaimed.
- (c) That all old age homes be treated equally, e.g. Lions and Welwitschia old age homes.

11.1.5 SALE OF ERVEN 1439 AND 1440, EXTENSION 7, MATUTURA: 02 DECEMBER 2022
(C/M 2023/04/04 - E 231 M, E 233 M)

RESOLVED:CO: P
Acting GM: CS&HC

- (a) That the following purchasers of the following erven be granted 120 days to secure the purchase prices from date of being requested to sign the deeds of sale:

ERF NUMBER	PURCHASER
1439, Ext 7	Tautona Holdings (Pty) Ltd
1440, Ext 7	Karl Usiel Awarab

- (b) That an addendum to the deed of sale be signed for the abovementioned concession of time.

11.1.6 REDUNDANT ITEM: FINANCE DEPARTMENT
(C/M 2023/04/04 - 16/2/6/1)

RESOLVED:GM: F
CO: A
CEO
Acting GM: CS&HC

- (a) That the Council approves the writing-off of the Oki Bulk Printer at Finance Department, in terms of Section 30 (t)(iii) of the Local Authorities Act.
- (b) That the Chief Executive Officer and the Chairperson of the Management Committee determines the upset price for the redundant item.

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11.1.7 SEWERUS HARAMBEE INVESTMENT CC: VACANT LAND NEXT TO HENTIES BAY ROAD

(C/M 2023/04/04 -16/1/4/2/1/5; 16/1/4/2/1/14; M 4095, M 1185)

RESOLVED:

CO: P
Acting GM: CS&HC

- (a) That Mr E //Khoaseb of Sewerus Harambee Investment CC be informed that Council takes note of their application dated 10 September 2021 and letter dated 15 February 2022 but remains with its decision passed on 30 August 2021 under item 11.1.15 in terms whereof unsolicited applications are not considered.
- (b) That once the land in the Northern Wedge is serviced, public proposals and or closed bids will be invited.
- (c) That Council takes note that the application by Howard Holdings (Pty) Ltd was referred back by Council on 27 January 2022 under item 11.1.36 and will be resubmitted once requested by Council.
- (d) That Council takes note that in the past the following erven were sold to Mr E //Khoaseb by private treaty:
 - (i) Erf 4377, Mondesa
 - (ii) Remainder of Erf 1185, Mondesa
 - (iii) Erf 4095, Mondesa

11.1.8 REQUEST TO HOST THE MAYORAL CUP 2023

(C/M 2023/04/04 - 5/5/8/2)

RESOLVED:

CEO

- (a) That Council approves to host the annual Mayoral Cup 2023 - Soccer Tournament to promote local sport and micro businesses.
- (b) That the Mayoral Cup 2023 - Soccer Tournament be hosted over a period of two weekends; from 15-16 April 2023 and 22-23 April 2023 at the Mondesa Sport stadium, in Swakopmund.
- (c) That the registration fees for the soccer teams be N\$200.00 (per team) and the registration fees for the vendors be N\$100.00 (per day).
- (d) That the funds generated from the registration fees be deposited into the Sundry Vote: 150522072000.
- (e) That the amount of N\$60 000.00 be made available through the office of the Mayor to cover for the expenses that will be incurred for the event.
- (f) That the current Mayoral Cup Organizing Committee remain as it is, and no further appointments be made.
- (g) That the external members serving on the Mayoral Cup

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Organising Committee, each be paid an amount of N\$2 000.00, after the event.

- (h) That the staff members serving on the Mayoral Cup Organising Committee be compensated for overtime worked during the event.
- (i) That Mondesa Sport Stadium be utilized for the tournament free of charge.
- (j) That the Municipal ambulance be availed during these weekends, for medical services.

11.1.9 BUILDING LINES RELAXATION ON ERF 5728, SWAKOPMUND, EXTENSION 18
(C/M 2023/04/04 - E 5728)

RESOLVED:

GM: EPS

- (a) That the application for "Special Consent" to relax the set-back building line for the first floor on Erf 5728, Swakopmund from five (5) metre to three (3) metre on the eastern lateral boundary line be approved.
- (b) That the objectors be informed of their rights to appeal against the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-eight (28) days from the date of the decision in terms of Clause 8.7 of the Swakopmund Zoning Scheme.
- (c) That no sectional title development be registered on single residential zoned property as per Clause 5 A (2.6) of the Swakopmund Zoning Scheme Number 12.

11.1.10 BUILDING LINES RELAXATION ON ERF 118, ROSSMUND, EXTENSION 1
(C/M 2023/04/04 - E 118)

RESOLVED:

GM: EPS

- (a) That the application for "Special Consent" to relax the building line on Erf 118, Rossmund, Extension 1 from three (3) metres to one and a half (1.5) metres on the lateral boundary line be approved.
- (b) That the application for set back on the first floor from five (5) metres to one and a half (1.5) metres on the lateral boundary line be approved with a condition to redesign the balcony.
- (c) That the objectors be informed of their rights to appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-eight (28) days from the date of the decision in terms of Clause 8.7 of the Swakopmund Zoning Scheme.

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11.1.11 BURSARY ALLOCATION FOR 2023 / 2024 ACADEMIC YEAR
(C/M 2023/04/04 - 4/4/3)

RESOLVED:

M: HC
Acting GM: CS&HC

- (a) That 2 (two) bursaries be awarded for 2023 / 2024 academic year.
- (b) That the bursaries be awarded for specialization in the field:
 - Business Information Systems (ICT)
 - Economics
- (c) That Council takes note of the fee structure of the Namibia University of Science and Technology for 2023-2024 (on file).

11.1.12 CAPACITY BUILDING TRAINING FOR THE ERONGO REGIONAL & LOCAL AUTHORITY COUNCILLORS
(C/M 2023/04/04 - 5/1/1)

RESOLVED:

CEO

- (a) That the approval granted for Councillors and the Chief Executive Officer who wish to attend the Workshop, held from 29-30 March 2023 in Windhoek, be condoned.
- (b) That subsistence and traveling allowance at the prescribed tariff be defrayed from the Council's Conference Expenses Vote: 101015505500 where N\$246 357.74 is available.
- (c) That the Council meeting for March 2023 be re-scheduled to a date to be determined by the Chief Executive officer.

11.1.13 APPLICATION FOR THE REZONING OF ERF 2604, MONDESA FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:300 TO GENERAL BUSINESS WITH A BULK FACTOR OF 1 AND CONSENT TO COMMENCE WITH DEVELOPMENT WHILE THE REZONING IS IN PROGRESS
(C/M 2023/04/04 - M 2604)

RESOLVED:

GM: EPS

- (a) That the rezoning of Erf 2604, Mondesa, Extension 3 from "Single Residential" with a density of 1:300 to "General Business" with a bulk of 1 be approved.
- (b) That an Environmental Clearance Certificate be obtained before submission of the rezoning application to the Urban and Regional Planning Board is issued.
- (c) That the consent to develop / construct while the rezoning is in progress be turned down.
- (d) That the applicant provides proof that the rezoning has been approved by the Minister and promulgated before any business registration and / or submission of building plans

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to the Engineering and Planning Services Department for approval.

- (e) That the rezoning of Erf 2604, Mondesa, Extension be subject to a betterment fee calculated according to the betterment fee policy of 2009 and be paid by the applicant before any business registration and / or submission of building plans to the Engineering and Planning Services Department for approval.
- (f) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve; shall be tolerated.

11.1.14 UPGRADING AND MAINTENANCE OF ROADS IN SWAKOPMUND FOR 2023/2024 FINANCIAL PERIOD
(C/M 2023/04/04 - 16/1/6/1)

RESOLVED:

GM: EPS

- (a) That Council takes note of the feedback on the Road Conditions and Maintenance section of the Integrated Infrastructure Master Plan - Road Maintenance.
- (b) That Council approves the main roads that is listed in the table below, as priority roads for upgrading and maintenance for the 2023 / 2024 financial period.

Street Name	Road Classification
Nathanael Maxuulili Street	Arterial
Moses Garoeb Street	Arterial
Tsavorite Street	Collector
Fischreiherr Street	Collector

- (c) That Council approves the streets listed in the table below, as priority streets for upgrading and maintenance for the 2023 / 2024 financial period:

Suburb	Street Name	Type of Surface Repair
Tamaniskia	1. Baumgarten Street & Smith Street	Slurry Seal
Mondesa	2. Mandume Ya Ndemufayo between Nelson Mandela Avenue and Independence Avenue	Slurry Seal
	3. Mondelani Street	
Kramersdorf	4. Libertina Amathila Street from Moses Garoeb Street to Aukas Street	Slurry Seal
Ocean View	5. Agapantus Street	Slurry Seal
	6. Nathaniel Maxuulili Street from Rhode Allee to Daniel Tjongarero	
	7. Hendrik Witbooi Street from Libertina Amathila Street to Daniel Tjongarero Street	
CBD	8. Tobias Hainyeko Street from Daniel Tjongarero Street to Libertina Amathila Street	Slurry Seal

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- (d) That all roads and street identified in points (a) and (b) above, be upgraded together with the affected underground services.
- (e) That the General Manager: Engineering Services and Planning include the cost for Sewer, Water and Stormwater.

11.1.15 SALE OF AN INSTITUTIONAL LAND TO WEST COAST COMMUNITY SCHOOL: SALE CANCELLATION

(C/M 2023/04/04 - E 526 M, E 527 M, E 528 M, E 529 M, E 530 M, E 531 M, E 532 M, E 632 M)

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

RESOLVED:

- (a) That Council confirms the cancellation of the transaction to West Coast Community School for the following erven:

Erf #	Size	Zoning	50% of Dev Cost	Cost per Erf
526	2 868	Business	120.59	345 852.12
527	1 981	Institutional	120.59	238 888.79
528	2 238	Institutional	120.59	269 880.42
529	3 077	Institutional	120.59	371 055.43
530	3 339	Institutional	120.59	402 650.01
531	4 152	Business	120.59	500 689.60
532	2 798	Business	120.59	337 410.82
632	254.15	POS	120.59	30 647.95
Prt of Parsley Street	3 107.81	Street	120.59	374 770.81
Clove Street	1 099.11	Street	120.59	132 541.67
				3 004 387.70

- (b) That the rezonings, closures and consolidations of the following be resubmitted to Management Committee for consideration:

- (i) That point (k) of Council's decision passed on 22 November 2018 under item 11.1.39 be amended to read that the zoning of Erven 526, 531 and 532, Extension 2 remains "general business".
- (ii) That point (l) of Council's decision passed on 22 November 2018 under item 11.1.39 be amended to approve the following consolidations:
- consolidate Erf 526 with Clove Street
 - consolidate Erf 527, 528, 529, 530, Parsley Street and Erf 632
- (iii) That all costs incurred for the above town planning processes be recorded in order to determine relevant upset prices (the development cost for Extension 2 was calculated at N\$241.18/m²).

11.1.16 SCIENTIFIC SOCIETY SWAKOPMUND

(C/M 2023/04/04 - E 10028, 13/3/1/6)

During the discussion of this item Councillor W O Groenewald and Councillor H H Nghidipaya declared their interest and left the chambers.

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RESOLVED:

CO: P
Acting GM: CS&HC

That Messrs KingLaw be informed as follows in reply to their e-mail dated 13 February 2023:

- (a) That Council does not approved the alternative proposals from Mr G van der Merwe on behalf of the sublessee, Ms U Meyer and remains with point (b) of its decision passed on 27 October 2022 under item 11.1.20:
- (b) That Council through its legal representative issues a notice to Ms H Meyer to vacate the museum café and outside seating area.*
- (b) That Council declines the offer of acquiring the movables offered by Ms U Meyer.
- (c) That the Scientific Society Swakopmund be responsible for payment of all service charges related to Erf 10028, Swakopmund, except for assessment rates for which exemption they can annually apply on / before 31 May in terms of the Local Authorities Act 23 of 1992.
- (d) That it be pointed out that in terms of point (d) of Council's decision passed on 27 October 2022 approval was granted to the Scientific Society Swakopmund to sublease the café area, as follows:
- (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 lease area of the outside seating area on Council's pavement be included in the lease agreement for the lease of Erf 10028, Swakopmund at no extra cost. Currently the outside seating area is demarcated as follows:
- 5m onto the western portion of the pavement and
 - 3m onto the northern boundary, in total measuring 69.50m² (4 tables).
- And that point (e) of Council's resolution passed on 27 October 2022 under item 11.1.20 be repealed:
- (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 as a standard lease condition, it is required that Scientific Society Swakopmund pays a deposit equal to the annual rental. For ease of reference, Council on 26 March 2020 approved the annual rental at N\$500.00 as per point (c) (v) of item 11.1.18 quoted below:
- (v) That Erf 10028, Swakopmund (2 660m²) be leased at a nominal fee of N\$500.00 per annum.*
- (g) That as a standard lease condition, the rental is subject to a 7% annual escalation the first being 1 July 2024.

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11.1.17 **QUINTESSENTIAL TRADING & CONSULTANCY (PTY) LTD:
AMENDMENT OF CLAUSE 6.2.3**

(C/M 2023/04/04 - 16/1/4/2/1/14, 14/2/1/2)

RESOLVED:

CO: P
Acting GM: CS&HC

- (a) That Council approves the application by Quintessential Trading & Consulting (Pty) Ltd to amend clause 6.2.3 in order to enable the transfer of the Single Residential Disposal Erven to Quintessential Trading & Consultancy (Pty) Ltd without the need to first construct dwelling houses thereon; but prior to transfer to third parties, dwelling houses must be constructed as per clause 5.6.2 of the development agreement.
- (b) That the concession in (a) above be subject to the condition that Quintessential Trading & Consultancy (Pty) Ltd provides the following prior to transfer of the respective erven to them:
 - (i) The house plans to the maximum value of N\$800 000.00; as well as.
 - (ii) Deeds of sale with third parties stipulating the value of the erf and that of the house (maximum value of N\$800 000.00 exclusive of the site value) separately.
 - (iii) A verified calculation expressing the cost of installing services per metre square.
- (c) That an addendum to the development agreement be compiled to reflect the above amendment.
- (d) That it be noted that Council's claims for performance by Quintessential Trading & Consultancy (Pty) Ltd are covered in terms of clauses 5.8.5.2 and 8.2.

11.1.18 **WOERMANN HAUS: FUTURE**
(C/M 2023/04/04 - E 1308)

RESOLVED:

CO: P
Acting GM: CS&HC

- (a) That an application be submitted to the Ministry of Works, Transport & Communication requesting the waiver of the use restriction registered in Government Grant 1304/1975 in terms whereof the buildings on Erf 1308, Swakopmund must be exclusively used as public library auxiliary use.
- (b) That the application for the waiving of the restrictive condition be based thereon that the property is not used to its full potential as a public library, that the monthly rental income does not justify maintenance expenses and sale for commercial purposes will stimulate the local economy and create employment.
- (c) That due to the high costs (upset price of N\$17 900 000.00) for the sale of Erf 1308, Swakopmund, approval be sought from the Ministry of Urban & Rural Development to proceed

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with the closed bid sale of Erf 1308, Swakopmund in terms of Council's decisions listed below; and the name of the successful purchaser be forwarded to the Ministry of Urban & Rural Development after the public closed bid sale:

- (i) 30 June under item 11.1.3
- (ii) 24 November 2022 under item 11.1.39

- (d) That point (j) (v) of Council's decision be amended as per point (c) above:

(B) That the following standard conditions of sale be applicable:

- (v) That proposals be invited in terms of section 63 of the Local Authorities Act, whereafter Council applies for approval from the Ministry of Urban and Rural Development in terms of section 30 (1) (f) to proceed with the transaction.

- (e) That the sale of Erf 1308, Swakopmund be commenced with once approvals in points (a) and (b) above are obtained as the purchaser might incur costs for the sale and approvals might not be favorable.
- (f) That the Directorate of Education, Arts and Culture; Division: Adult Education and Lifelong Learning be issued with a notice to vacate the premises once approval is granted to waive the restrictive title condition.

13. DRAFT REGULATIONS AND TARIFFS, IF ANY

None.

The meeting adjourned: 19:30.

Minutes to be confirmed on: 27 April 2023.

D Namubes
MAYOR

A Benjamin
CHIEF EXECUTIVE OFFICER

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS
MANAGEMENT COMMITTEE MEETING HELD DURING MARCH AND
APRIL 2023**

10. (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON
23 MARCH 2023**

5.1 **SC/RP/SM-001/2022: KEY FINDINGS AND RECOMMENDATION:
INFORMATION AND COMMUNICATION TECHNOLOGY (ICT)
INFRASTRUCTURE AND ENTERPRISE RESOURCE PLANNING
SYSTEMS (ERP) NEEDS ASSESSMENT**

(S/M/C 2023/03/23 - 8/2/1)

Head of Procurement
CO: A
Acting GM: CS & HC

RESOLVED:

- (a) That Messrs Quanova Consulting and Advisory CC comply with the deliverables as per the terms of reference and project charter and submit the following reports to Council.
 - (i) *That Cost Benefit Analysis: Current ICT management Contract vs Recommended solutions going forward.*
 - (ii) *Implementation plan with timelines and clear deliverables*
 - (iii) *Map/Chart of all ICT infrastructure and cost breakdown.*
 - (iv) *Draft ICT infrastructure & ERP system Business processes*
 - (v) *The final report to be submitted as per the agreed deliverables, once final draft report has been reviewed and approved by Council.*
- (b) That approval be granted for the current Messrs Business Connexion Namibia IT contract to be extended with another 12 months end June 2024 in terms of the provision of the Public Procurement Act, 2015.
- (c) That current Messrs Business Connexion Namibia IT contract be reviewed and negotiated to upgrade ICT infrastructure and ERP system that has reached their useful lifespan or are outdated, to ensure smooth uninterrupted operations for the duration of the extension.
- (d) That it also be negotiated that all hardware or ICT infrastructure currently being leased from Messrs Business Connexion Namibia for the extended contract period ending June 2024, ownership be transferred to Swakopmund Municipal Council at no additional cost to Council.

5.2 SAFETY AND SECURITY MEASURES DURING EASTER HOLIDAYS
(S/M/C 2023/03/23 - 11/1/5/5)

RESOLVED:

CEO
GM: EDS

- (a) That Council considers the request by the Mayor.
- (b) That Council determines the availability and the number of Special Field Reserve Force during this period.
- (c) That Council determines the expenditure to be incurred during this period.
- (d) That Council determines the availability of the Bungalows during this period.

10. (B) MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 13 APRIL 2023

2. CONFIRMATION OF MINUTES
(M/C 2023/04/13 - 5/2/1/1/2)

2.1 MINUTES OF THE ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 09 MARCH 2023

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

RESOLVED:

CO: A
Acting GM: CS&HC

That the Minutes of the Ordinary Management Committee meeting held on 09 March 2023, be confirmed as correct.

2.2 MINUTES OF THE SPECIAL MANAGEMENT COMMITTEE MEETING HELD ON 23 MARCH 2023

On proposal of Councillor C-W Goldbeck and seconded by Councillor P N Shimhanda, it was:

RESOLVED:

CO: A
Acting GM: CS&HC

That the Minutes of the Special Management Committee meeting held on 23 March 2023, be confirmed as correct.

7.2 CANCELLATION OF LEASING THE MUNICIPAL CAFETERIA BY MESSRS GCR ONE TRADING CC
(M/C 2023/04/13 - 13/3/1/10)

RESOLVED:

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

- (a) That Council takes note that GCR One Trading CC has cancelled the Municipal cafeteria lease with effect from 01 March 2023.

- (b) That the GM: Finance informs Messrs Tyetu Trading Enterprises CC, Searock Investments CC and GCR One Trading CC to settle the arrears in respect of the rental payments of the Municipal cafeteria, failure to pay their accounts be handed over for legal action.
- (c) That the Municipal cafeteria be converted into an office space.

8.3 COASTLINE DEVELOPMENT PROPOSAL

(M/C 2023/04/13 - 16/2/10/1)

RESOLVED: (For Condonation By Council)

GM: EPS

- (a) That Council in principle, support the proposal to develop the Swakopmund coastline and enter into a Memorandum of Understanding (MOU) with Messrs Thede and Stephan Schnepel under the title of Project Management Development Swakopmund Coastline - Pier 23 on condition that no financial contribution is required from Council and that the developers obtain no rights, intellectual or otherwise, to the property or the improvements.
- (b) That the following activities be part of the MOU between Council and Messrs Thede and Stephan Schnepel:
- Planning and development of a 15m wide promenade (walkway) between the Aquarium building and Platz Am Meer constructed from *inter alia* cobblestones made from locally sourced granite.
 - Planning and construction of breakwater piers on the coastline between the Aquarium building and Platz Am Meer subject to obtaining the necessary permissions and approvals from the relevant statutory bodies.

8.8 REVENUE / EXPENDITURE COLLECTION REPORT

(M/C 2023/04/13 - 3/11/1/2/1/3)

RESOLVED:

GM: F

That the Revenue Collections and Expenditures report for the period 1 July 2022 till 28 February 2023 be noted.

8.11 REPORT JUNIOR TOWN COUNCIL TO ATTEND THE ANNUAL CAMP

(M/C 2023/04/13 - 5/3/1/3)

RESOLVED:

CEO

That the report regarding the Junior Town Council's attendance of the annual camp be noted.

9. PERSONNEL MATTERS

9.1 ALLOCATION OF ERVEN RESERVED FOR STAFF MEMBERS SINCE 2012

(M/C 2023/04/13 - 4/11/1)

RESELOVED:

CO: P
Acting GM: CS&HC

- (a) That Council takes note that 72% of the workforce are property owners.

- (b) That Council takes note that since 2012 Council reserved 77 erven for employees at cost of installation of services.

9.2 INVITATION TO MAYORS' AND CHAIRPERSONS' FORUM ANNUAL GENERAL MEETING

(M/C 2023/04/13 - 5/5/6)

RESOLVED:

CEO
GM: F

- (a) That the approval given to Councillor B Goraseb to travel to Keetmanshoop to attend the Annual General Meeting of the Mayors' and Chairpersons' Forum be condoned.
- (b) That the Subsistence & Travelling of N\$16 030.00 be approved for Councillor B Goraseb.
- (c) That the cost for the Subsistence & Travelling expenditure be defrayed from the Council's Conference Expenses Vote: 101015505500 where is N\$147 199.96 is available.

10.5 PROPOSAL TO ESTABLISHMENT OF A COLLABORATIVE RELATIONSHIP BETWEEN THE SWAKOPMUND MUNICIPALITY AND THE FINNISH PROJECT CONSORTIUM.

(M/C 2023/04/13- 5/2/4/5)

CO: M&C
Acting GM: CS&HC

RESOLVED: For Condonation By Council

- (a) That Council supports the establishment of a collaborative relationship with the Finnish Project Consortium that will aid development of projects.
- (b) That a letter in support of the proposed research into renewable energy production and use in Namibia to be conducted in Swakopmund and the Erongo region, and that the letter be issued accordingly.

10.7 RESPONSE TO THE PETITION SUBMITTED BY 3 HOUSING GROUPS

(M/C 2023/04/13- 14/2/1/2)

RESOLVED:

- (a) That the of the petition and feedback report be noted and that feedback be provided to the three housing groups .
- (b) That the groups be invited for discussions and mapping out of way forward.
- (c) That the groups who want to view the list of names submitted to the National Housing Enterprise, visit the Housing Section.
- (d) That the Shack Dwellers Federation be informed of pending approval of 16 erven in Ext. 8 by the Ministry of Urban and Rural Development.
- (e) That the list of 150 beneficiaries submitted by Harambe Housing Group to the Office of Mayor verified against the Master Waiting List once it is

received by Housing Section and resubmitted to the Management Committee.

- (f) That Movement For Housing Group and Build Together Group be advised that should they fail to submit the list of 150 names before 30 April, it be reported to Management Committee for a decision on the way forward.

10.8 INVITATION TO PARTICIPATE IN THE "TOWN OF THE YEAR COMPETITION"
(M/C 2023/04/13- G 1/1)

RESOLVED: (For Condonation By Council)

CO: M&C
CEO
GM: EDS
Acting GM: CS&HC

- (a) That Council participates in the "*Town of the Year*" which will take place from 26-28 April at the Namibia Tourism Expo, Windhoek Country Club in Windhoek.
- (b) That permission be granted to the Public Relations Officer, the Local Economic Development Officer and the Marketing and Communications Officer to represent Swakopmund at the "*Town of the Year*" Competition at the Namibia Tourism Expo to promote Swakopmund.
- (c) That subsistence and travel allowance be defrayed from the Conference and Expenses votes of the relevant departments and that special leave be granted to the staff members during this period. Staff members are to make use of Council's Combi as means of transport.
- (d) That the relevant Heads of department collaborate and avail funds to purchase the branding material and décor of the stand.
- (e) That the various radio services and the print media (newspapers) be approached to advertise and attract more voters to participate in the voting activations.
- (f) That the Local Tourism Operators in Swakopmund be approached to avail prizes that can be won at the exhibitors stand by voters.
- (g) That the funds will be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$237 140.13 is available and from the Conference and Expenses votes of the relevant departments.

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING APRIL 2023**

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 13 APRIL 2023**

11.1.1 **APPLICATIONS TO BOND MATUTURA PROPER AND EXTENSION**
38

(C/M 2023/04/27 - 16/1/4/2/1/14)

Ordinary Management Committee Meeting of 13 April 2023, Addendum 7.1 page 03 refers.

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

1. **Introduction**

The purpose of this submission is to inform Council that applications were received from 2 of the 9 private developers to bond the respective townships allocated to them on 31 May 2018 in order to finance their projects.

The following applications were received:

Annexure "A"	:	Quintessential Trading & Consultancy (Pty) Ltd dated 07 February 2023
Annexure "B"	:	Gheron Building Construction (Pty) Ltd dated 08 February 2023
Annexure "C"	:	Council's resolution of 27 January 2022 under item 11.1.43

Council entered into development agreement with both parties, and not public private partnership agreements.

The motivation for the allocation of townships to private developers was that Council will incur no risks for the installation of services and construction of houses and private developers are assumed to perform and promptly provide at a much faster rate than Council.

These private developers are not purchasing the land from Council. Council allocated the portions to the private developers and will retain a number of erven upon completion of the respective projects. The developers do not have ownership of the land and can therefore not offer it as security for a mortgage.

2. **Applications**

Quintessential Trading & Consultancy (Pty) Ltd and Gheron Building Construction (Pty) Ltd both state that is near impossible to acquire funding for the respect projects due to the ever-increasing interest rate and cost of building material. They therefore appeal to Council to allow them to bond the respective townships belonging to Council as security for loans to implement their projects of providing services infrastructure and construction of houses.

Although Council passed the resolution quoted below on **26 March 2015** under item 11.1.8, the situation with these township developments is very complex and risky:

- (a) *That authority be delegated to the Chief Executive Officer in consultation with the Chairperson of the Management Committee to consider applications received for the waiving of the restriction of the transfer of ownership of properties acquired from Council in favour of banks should the registration of a mortgage bond over the property be required.*
- (b) *That the approval granted in terms of (a) above be submitted to the Management Committee for confirmation.*

The townships were not transferred to the developers to prevent unnecessary costs and reduce the risk of non-performance due to the selection of the developers without following a due-diligence process.

The effect of allowing the registration of bonds over Council's property will be that Council is completely exposed to the risk of losing townships should the developers default. The township will be repossessed by a financier and sold as they deem fit in order to recover the loan of the developer.

The developers are relieved from all possible risks to their own estates and generate funds whilst Council is at risk. The developer will be able to act completely recklessly since the risk is passed to Council.

Although supply and demand will regulate the prices the financiers will be able to capitalize in these low-income areas. The townships could land in the hands of developers who lack Council's vision of providing affordable housing to lower income households.

Council might as well then bond the townships to financiers to acquire funding for the servicing by Council itself.

3. Relevant Contractual Clauses

Relevant clauses from the development agreement are quoted for ease of reference:

- 1.1 *In pursuit of fast tracking the making available of affordable housing to the low to middle income residents of Swakopmund in line with its Land and Housing Action Plan adopted by its Council on 31 May 2018, the Municipality and the Developer have agreed to enter into a mutually beneficial agreement in terms whereof –*
 - 1.1.1 *the Municipality shall make available for development, a duly proclaimed but hitherto unserviced township (within the meaning given to it in terms of the Township and Subdivision of Land Ordinance, No. 11 of 1963);*
 - 1.1.2 *the Developer shall develop a services infrastructure at the township and construct dwelling houses on some of the erven of the township, for its own account and without any financial contribution by the Municipality;*
 - 3.1.4 *the submission by the Developer to the Municipality of satisfactory proof that the*

Developer has secured adequate funding for the successful completion of the development contemplated in this Agreement. Whether or not such proof is satisfactory, shall lie exclusively in the discretion of the Municipality;

Both private developers provided satisfactory proof, but the constant increase in the interest rate changed their financial standing.

5.2 *The development of the Property shall be undertaken by the Developer entirely at its risk, cost, and expense.*

5.6.1 *The Developer shall construct a dwelling house at each of the Single Residential Disposal Erven entirely at its own risk, cost and expense. The dwelling houses shall be of the standard types and designs as approved by the Municipality (conceptual sketch plans of which having been submitted to and approved by the Municipality in terms of 3.1.9 above).*

SURETYSHIP

11.1 *The signatories signing on behalf of the Developer, shall also, by so placing their signatures to this Agreement, be deemed to have bound themselves jointly and severally to the Municipality as sureties for and co-principal debtor in solidum with the Developer for the due and diligent performance by the Developer of the obligations placed upon it in terms of this Agreement.*

11.2 *The said signatories hereby renounce the benefits of excussion, division, cession of action, no value received, non causa debiti and revision of accounts, the full meaning and effect of which they declare themselves knowledgeable.*

4. Similar Application for an Alternative Funding Method previously Considered by Council

On 28 July 2022 under item 11.1.33 Council passed the following with regard to an application by Ghetto Assistance Centre (Pty) Ltd:

- (a) *That Council takes note that currently there is no agreement in force between Council and Ghetto Assistance Centre (Pty) Ltd and that Council resolved on 27 January 2022 to develop Extension 4, Matutura.*
- (b) *That Council does not accept the joint venture agreement between Ghetto Assistance Centre (Pty) Ltd and CWN Investments CC as such dilutes Council's claims for performance and recourse to a 30% partner.*

The above decision was passed based on an opinion received from KingLaw to confirm whether a joint venture agreement between Ghetto Assistance Centre (Pty) Ltd and third party is permissible and whether the Municipality can rely thereon to execute the terms and conditions of the agreement between Council and Ghetto Assistance Centre (Pty) Ltd; i.e Council's legal standing to claim performance.

An opinion was received from KingLaw and the following is summarized and commented on:

- Point 1 c** *From the documents provided by Ghetto Assistance Centre (Pty) Ltd it seems that the third party will mainly finance that project and that another party will be the contractor executing the works.*
- Point 1 d** *Ghetto Assistance Centre (Pty) Ltd is the minority partner in the joint venture agreement with the third party. Meaning Council has an agreement with a 30% partner to another agreement.*

- Point 4 Council has no recourse to the joint venture agreement with the third party should the developer fail to carry out its development obligations.*

Similarly, Council has no recourse to the developers as the financier will be the first bond holder.

5. Future of Cancelled Townships

Should Council opt to cancel the agreements claims for costs already incurred will be submitted to Council.

Furthermore, on **27 January 2022** under item 11.1.43 Council, among other passed the following resolution:

- (i) *That in general as joint venture agreements fail and they are cancelled by Council:*
 - (i) *the location, zoning, and lay-out of the specific township and the proximity of services to the relevant township be considered, as well as :*
 - (ii) *the targeted household income level envisaged by Council, in order to decide what level of service will be installed and which township to be serviced first.*

The complete resolution is attached as **Annexure "C"** for ease of reference.

6. Current Situation with regard to Quintessential Trading & Consultancy (Pty) Ltd

On **01 March 2023** Quintessential Trading & Consultancy (Pty) Ltd confirmed that their main civil contractor, Refuse Solutions, has agreed to continue the works and commence with installation of services from Monday, **13 March 2023** which will assist them to meet the requirements of DBN.

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

RECOMMENDED:

- (a) **That Council does not permit the developers to bond Council's property allocated to them for servicing.**
 - (b) **That it be noted that the bonding of the land will shift all risk to Council.**
-

ANNEXURE "A"

From: Quintessential Trading & Consultancy <quintessentialtrading@gmail.com>
Sent: Tuesday, 07 February 2023 03:59 PM
To: Andre Plaatjie <aplaatjie@swkmun.com.na>
Cc: Alfeus Benjamin <abenjamin@swkmun.com.na>; Hellao Naruseb <hnaruseb@swkmun.com.na>; Clarence McClune <cmccclune@swkmun.com.na>; Stephny Bruwer <sbruwer@swkmun.com.na>; Verena Buchert <vbuchert@swkmun.com.na>; Annalize Swart <aswart@swkmun.com.na>
Subject: Re: Progress Feedback and Extension of Time Request

Dear Mr. Plaatjie

Thank you for your email and response.

Phase 1 has a total of 97 plots to be serviced. We have to sell 87 plots and plan and return 10 serviced plots to the Municipality. The 70% is equivalent to a total of 61 buyers. Thus we have achieved that requirement but have not satisfied the additional equity spend required to inject and stop the gap as Phase 1 total servicing cost amounts to N\$21,415,978.69.

Thank you

Mr Theo Uvanga
Managing Member
Messrs Quintessential Trading and Consultancy Pty Ltd
Quintessential Trading and Consultancy CC
PO Box 2112, Swakopmund
Mobile: +264814815077
Mobile: +264811405898

On Tue, 7 Feb 2023 at 15:40, Andre Plaatjie <aplaatjie@swkmun.com.na> wrote:
Dear sir

We take note of the contents of your mail below. We will process it and submit to the next management committee for consideration. In the meantime kindly advise what percentage of the 70% signed up buyers do the 60 signed up clients represent?

Kind regards



Andre Plaatjie
Manager, Corporate Services | Corporate
Services & Human Capital
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kachilo Avenue | Swakopmund
Erongo
Office: +264 84 410 4232 | Email: aplaatjie@swkmun.com.na
Website: www.swkmun.com.na

I thank you for considering the environmental impacts of printing emails

From: Quintessential Trading & Consultancy <quintessentialtrading@gmail.com>
 Sent: Tuesday, February 7, 2023 10:20 AM
 To: Alfeus Benjamin <abenjamin@swkmun.com.na>; Hellao Naruseb <hlnaruseb@swkmun.com.na>;
 Andre Plaatjie <aplaatjie@swkmun.com.na>; Clarence McClune <cmclune@swkmun.com.na>
 Cc: Stephny Bruwer <sbruwer@swkmun.com.na>; Annalize Swart <aswart@swkmun.com.na>;
 Verena Buchert <vbuchert@swkmun.com.na>
 Subject: Progress Feedback and Extension of Time Request

Dear Mr. Benjamin

This is a follow up on our previous Progress Report of 14 October 2022. See official correspondence attached.

The status quo remains that the lingering economic effects of Covid-19, the ongoing Russia-Ukraine war and new risk of load shedding in South Africa is having a devastating effect on the macroeconomic and microeconomic environment and, there is no end in sight as communicated in our last correspondence.

We have been engaging equity firms and individuals in Namibia and South Africa who have an appetite for land developing projects. However, they have been playing delaying tactics as they want to see the course of the economy and hope the Russia-Ukraine war stops before they invest funds in capital projects. As such they have not declined our applications but are forever delaying making a final decision and this does not align with our timelines and current needs.

This is currently the trend in financial markets and investors who are taking a wait and see approach in the face of increasing interest rates and inflation. We currently cannot meet the Development Bank of Namibia condition precedent of injecting additional equity funds into the project and without collateral we are struggling to raise it.

As such we cannot draw down on the approved DBN facility to continue works at Matutura Proper at this point in time.

The DBN proposed the following;

• Reduction of our approved facility of N\$34 million to a Revolving Facility of N\$15 million available for each phase of the development
• QTC to furnish 70% buyers with Deed of Sales and Pre-Approvals in each Phase
• Injecting an additional equity spend of N\$2.6 million to the already injected equity spend of N\$4,789,379.70

With this correspondence we want to request Council for two things;

1. Extension of time so that we can widen our net to engage additional equity funds firms and individuals to come to the table.
2. Council to reassess the Joint Venture Agreement and to add an addendum for us to be allowed for us to bond the land to any commercial bank. If we can be allowed to bond the land, we will be able to raise capital quicker and will be able to execute on our mandate. There is no risk of this to Council as the land will remain in Council's

name until it is fully serviced. Once there is a completion certificate the land can be released for registration and sale and the bond registered over it will be released as sales are realised. This will be a win win for the Municipality and us as this is a Joint Venture Agreement.

We are 100% committed to delivering on our mandate and as with every business venture there are hiccups, and the current economic climate makes it much worse as we must navigate and adapt to these challenges not of our making and not within our control which makes our business case very difficult and eroding future planned profits. Additionally, we are immersed and heavily indebted and exposed to the Matutura Proper development and there is no going back. We have sixty (60) signed up clients with Bank Pre-Approvals and whom we need to serve and honour the Deed of Sale we signed. To achieve this under the current economic climate we need assistance and a positive response in regard to the above mentioned request to Council.

Thank you for your time and consideration.

Mr Theo Uvanga
Managing Member
Messrs Quintessential Trading and Consultancy Pty Ltd
Quintessential Trading and Consultancy CC
PO Box 2112, Swakopmund
Mobile: +264814815077
Mobile: +264811405898

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Messrs Quintessential Trading & Consultancy Pty Ltd
Reg # 20200795



Mr. A Benjamin
 Chief Executive Officer
 Municipality of Swakopmund
 PO Box 53, Swakopmund

CC: Mr. C McClune – GM: Engineering & Planning Services
 Mr. A Plaatje – Acting General Manager: Corporate Services & Human Capital
 Mr. H !Naruseb – GM Finance

Extension of Time Request for Matutura Proper Development

Dear Mr. Benjamin

This is a follow up on our previous **Progress Report of 14 October 2022**.

The status quo remains that the lingering economic effects of Covid-19, the ongoing Russia-Ukraine war and new risk of load shedding in South Africa is having a devastating effect on the macroeconomic and microeconomic environment and, there is no end in sight as communicated in our last correspondence.

We have been engaging equity firms and individuals in Namibia and South Africa who have an appetite for land developing projects. However, they have been playing delaying tactics as they want to see the course of the economy and hope the Russia-Ukraine war stops before they invest funds in capital projects. As such they have not declined our applications but are forever delaying making a final decision and this does not align with our timelines and current needs.

This is currently the trend in financial markets and investors who are taking a wait and see approach in the face of increasing interest rates and inflation. We currently cannot meet the Development Bank of Namibia condition precedent of injecting additional equity funds into the project and without collateral we are struggling to raise it.

As such we cannot draw down on the approved DBN facility to continue works at Matutura Proper at this point in time.

The DBN proposed the following;

<ul style="list-style-type: none"> • Reduction of our approved facility of N\$34 million to a Revolving Facility of N\$15 million available for each phase of the development
<ul style="list-style-type: none"> • QTC to furnish 70% buyers with Deed of Sales and Pre-Approvals in each Phase
<ul style="list-style-type: none"> • Injecting an additional equity spend of N\$2.6 million to the already injected equity spend of N\$4,789,379.70

Page 1 of 5

PO Box 202, Swakopmund, Namibia, Namibia
 091 26291, 09126292, 09126293, 09126294, 09126295
 09126296, 09126297, 09126298, 09126299
 Mobiles: 081 6604870/1
 E-mail: info@quintessentialtrading.co.za

With this correspondence we want to request Council for two things.

1. Extension of time so that we can widen our net to engage additional equity funds firms and individuals to come to the table.
2. Council to reassess the Joint Venture Agreement and to add an addendum for us to be allowed for us to bond the land to any commercial bank. If we can be allowed to bond the land, we will be able to raise capital quicker and will be able to execute on our mandate. There is no risk of this to Council as the land will remain in Council's name until it is fully serviced. Once there is a completion certificate the land can be released for registration and sale and the bond registered over it will be released as sales are realised. This will be a win win for the Municipality and us as this is a Joint Venture Agreement.

We are 100% committed to delivering on our mandate and as with every business venture there are hiccups, and the current economic climate makes it much worse as we must navigate and adapt to these challenges not of our making and not within our control which makes our business case very difficult and eroding future planned profits.

Additionally, we are immersed and heavily indebted and exposed to the Matutura Proper development and there is no going back. We have sixty (60) signed up clients with Bank Pre-Approvals and whom we need to serve and honour the Deed of Sale we signed. To achieve this under the current economic climate we need assistance and a positive response in regard to the above mentioned request to Council.

Thank you for your time and consideration.



.....
Mr. Theofellus UVANGA

Messrs Quintessential Trading and Consultancy Pty Ltd

Member, MD, Chair, Board of Directors

Tuesday, 07 February 2023

Background Information to Challenges being experienced.

2022 has been a difficult year for financial markets. The combined effects of the Russia-Ukraine war, China's hard Covid lockdowns coupled with the global supply chain constraints, drove global inflation to astronomical levels in 2022, especially in major economies, with the United States reaching a 40-year high of 8.6% in May, peaking at 9.1 in June 2022.

This prompted central banks around the globe to implement aggressive interest rates as a fight against blistering inflation and currency weaknesses.

Financial markets tumbled worldwide as hot inflation and surging interest rates heightened fears of a global recession. The S&P 500 plunged by 20.58% in the first half of the year while the Johannesburg Stock Exchange (JSE) All Share Index dropped 10.16% and the Namibia Stock Exchange (NSX) Local Index was 6.90% lower.

The war in Ukraine, rising prices, higher interest rates and the spread of Covid in China weigh on the global economy. In October 2022 the International Monetary Fund (IMF) cut its global economic growth outlook for 2023. It is expected that one third of the World Economy to be in recession and even countries that are not in recession, it would feel like recession for hundreds of millions of people.

Europe will not escape recession and the United States is teetering on the verge. The downturn in the US also means there is less demand for the products that are made in China and other Asian countries.

Higher interest rates also make borrowing more expensive. So, for both reasons companies may choose not to invest in expanding their businesses.

The lack of growth can trigger investors to pull out money out of an economy and so countries, especially poorer ones, have less cash to pay for crucial imports like food and energy.

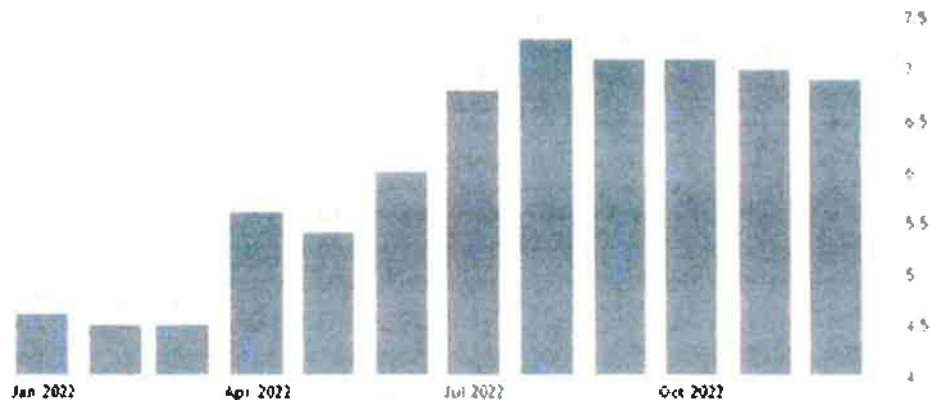
In these kinds of slowdowns, a currency can lose value against those of more prosperous economies, compounding the issue.

The impact of higher interest rates on loans affects economies at the government level too, especially emerging markets, which may struggle to repay their debts.

For decades the Asia-Pacific-Africa region has depended on China as a major trading partner and for economic support in times of crises. Now Asian economies are facing the lasting economic effects of how China had handled the Covid pandemic.

Namibia Annual Inflation Rate

In Namibia, the most important category in the consumer price index is Housing and Utilities (28 percent of total weight). The annual inflation rate in Namibia eased for the second straight month to 6.9% in December of 2022, from 7% in the prior month. It was the lowest reading since July of 2022, largely due to a slowdown in prices of transportation (14.8% vs 18.3% in November), namely public transportation services (1.4% vs 7.1%). The inflation rate went up to 7% on 12 Jan 2023 and is expected to come down to 6.9% on 15 Feb 2023. source: Central Bureau of Statistics, Namibia



Namibia Interest Rate 2022

The central bank of Namibia raised its key lending rate by 50 bps to 6.75% during its November 2022 meeting, following a 75-bps rate increase in October. It was the sixth consecutive rate hike so far in 2022, pushing borrowing costs to levels not seen since July of 2019, to safeguard its currency peg with South Africa's rand and to continue anchoring inflation expectations. Namibia's annual inflation stood at 7.1% in October of 2022, the same as in September, and holding close to 2017-highs of 7.3% reached in August. The interest rate is expected to climb to 6.75% by 15 Feb 2023. source: Bank of Namibia



GHERON Building Construction (Pty) Ltd

Reg. No (PTY) Ltd 2020/0880
 VAT No: 7294683-01-1
 Date: 05/08/202

FEBRUARY, 2023

Mr. A. Benjamin
 The Chief Executive Officer
 Municipality of Swakopmund

EXTENSION OF TIME REQUEST

We are requesting for an extension of time due to the challenges being experienced since 2021/2022.

CHALLENGES:

- Covid-19 resulted in supply shortages in prices as China the World manufacturer only reopened borders and major industries in January 2023. This led to increase in commodity prices including construction materials.
- Russia - Ukraine war has caused a spike in energy prices and directly linked inflation and periodic increase of interest rates, mortgage interest rates since February 2022 and the latest interest rate increase was on January 2023.
- Load shedding in South Africa - Due to years of underinvestment and corruption Eskom electricity generation has fallen to 56% of total output capacity and therefore rolling blackouts and electricity rationing or load-shedding has become rampant since quarter 3 of 2022. This has slowed industrial activity and increase in commodity prices in South Africa including construction material costs imported into Namibia.
- All of the above has a direct bearing and impact on the project due to increased costs which puts the project on a negative footing in this current economic climate.
- Due to the ever increasing interest and mortgage rates, the commercial banks are hesitant to give home loans to our clients and deliberately taking long to assess clients and issue Pre-Approval and ultimately Final Approval for loans. Every other month the targeted clients are qualifying for less which means our targeted client pool is shrinking month-on-month and construction material costs increasing.
- As per our Joint Venture Agreement our allocated extension cannot be used as security to raise capital for investment. This only allowed after the land is serviced. All the commercial banks whom we have approached has advised us to seek consent from Council to allow for the land to be given as security in order to raise the required funding to service the land as there is no appetite for financing virgin land for improvement from local financiers without adequate collateral or for that institution to register a coverage mortgage bond over the land.

REQUEST:

- Extension of time due to the above challenges experienced as the Joint Venture Agreement was drafted and finalized before Covid-19 and all the challenges being experienced as alluded to above.
- Council to allow us and give consent to use Extension 38 to be given to financial institutions as collateral in order to raise and obtain funding which, will be used to service the land.

PROGRESS:

Several Civil Contractors were willing to develop the infrastructure on Extension 38, except one Swakopmund based company has agreed and issued us with a Performance Guarantee.


Hope that you will find the above in order of preference and similarly receive your utmost consideration. Your prompt response in this regard will be highly appreciated.


Should you require any further information please do not hesitate to contact us?

Yours in Anticipation

Best regards

Prepared by:


.....
Mr. Ronald Oduw
CEO
February 8, 2023


.....
Mr. Phillip Prys
Operations Manager
February 8, 2023

GHERON BUILDING CONSTRUCTION (PTY) LTD.**Cc:**

Mr. H. Naruseb-General Manager Finance
Mr. C. McClune- General Manager Engineering
Mr. A. Pootjie-Manager Corporate Services

ANNEXURE "C"

11.1.43 **FUTURE DEVELOPMENT OF CANCELLED JV AGREEMENTS:**
TOWNSHIPS

(C/M 2022/01/27 - 14/2/1/2, 16/1/4/2/1/14)

RESOLVED:

- (a) That Council takes note of the cancellation of the joint venture agreement for Extension 4, Matutura, the medium income level and the zoning lay-out which comprises mostly erven zoned "*Business*".
- (b) That it be noted that the installation of services to Extension 4 is not an urgent priority taking into account the need for ultra- and low-income erven.
- (c) That budgetary provision be made in the 2023/24 budget for the installation of services to Extension 4.
- (d) That the General Manager: Engineering & Planning Services calculates cost estimates and cash flow projections; and provides timelines for the installation of services keeping in mind delays caused by environmental requirements.
- (e) That the General Manager: Finance confirms to what extent Council's fixed deposits can be committed to this project and the need for bank financing.
- (f) That Erongo RED be approached to fund the development of the electrical infrastructure for Extension 4, Matutura.
- (g) That should Council confirm the cancellation of the termination in respect of Extension 3, Matutura to Messrs Tapeya Investment Holdings (Pty) Ltd (under separate submission in this Agenda), Council immediately undertakes to service and sell erven in this Extension, to speed up land delivery.
- (h) That it be noted that only Extensions 24 and 25 are approved for low income development (item 11.1.25 of Council's decision passed on 31 May 2018).
- (i) That in general as joint venture agreements fail and they are cancelled by Council:
 - (i) *the location, zoning, and lay-out of the specific township and the proximity of services to the relevant township be considered, as well as*

- (ii) ***the targeted household income level envisaged by Council, in order to decide what level of service will be installed and which township to be serviced first.***

 - (j) **That Council endeavours to install services with internal funds as far as possible and gap loans be obtained to finance the shortfall.**

 - (k) **That where internal funds are unavailable, the land be allocated in terms of Council's decision passed on 30 August 2021 under item 11.1.15 to developers:**
 - (a) *That an advert be placed in the newspapers informing the public not to submit unsolicited applications for land since all land will be advertised.*

 - (b) *That Council approves the following transparent and easily implementable process for the allocation of land for private developers in terms of section 7 of the Property Policy as follows:*
 - (i) *Council directs what type of development it plans in the different unplanned areas for a given period.*

 - (ii) *Council identifies land which it intends to reserve for itself to ensure that Council can make good on its mandate to control the development and sale of affordable land and housing.*

 - (iii) *Council identifies land in specific areas to make available for private developers.*

 - (iv) *The size of the portions to be awarded to developers be confirmed in each area.*

 - (v) *Council sets out the qualifying criteria (e.g. the relevant experience of the entity in similar developments, the skill and ability of the professional teams, the content of their proposal, the cost of the housing and the ability of the developer to raise the required finances) that developers need to meet in order to participate in any call for proposals.*

 - (vi) *Council confirms what form the application or proposal should take and the manner and method to be used to objectively assess and select successful candidates.*

 - (l) **That erven zoned “Single Residential” be sold at cost recovery + 15% mark-up or + 10% mark-up for first time property owners by closed bid sales for those extensions approved for medium income levels (as resolved by Council on 30 August 2018 under item 11.1.5 (d)).**
-

11.1.2 **R & R KARTING NAMIBIA CC (2007/1011): RENEWAL OF LEASE AGREEMENT AT CURRENT SITE (AIRPORT)**
(C/M 2023/04/27 - 13/3/1/5)

Ordinary Management Committee Meeting of 13 April 2023, Addendum 7.3 page 18 refers.

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

1. Introduction

This item dealing with a letter from R & R Karting Namibia CC (**Annexure "A"**) was discussed at the Planning Forum on **25 October 2022** under item 5.4 at which meeting the following was concluded:

That R & R Karting Namibia (CC) be invited to make a presentation on the future of the Go Kart Track regarding the possible move within 5 years.

A meeting was held with Mr O Mendes of R & R Karting Namibia CC regarding the renewal of the lease period at the current site and the future relocation of the activities to the motorsport precinct demarcated.

Mr O Mendes requested an audience with Council and he is accordingly invited to attend the Management Committee meeting.

Council entered into a lease agreement with R & R Karting Namibia CC to lease an unimproved portion of land measuring $\pm 30\,000\text{m}^2$, located on Swakopmund Town and Townlands No. 41. The lease commenced on 01 November 2017 and will lapsed on **31 October 2022**.

2. Background

Attached as **Annexure "B"** is a chronological list of Council's decisions passed with reference to R & R Karting Namibia CC.

On **30 August 2007** under item 11.1.19 Council approved the initial lease period as an interim pending the sale of the lease area to R & R Karting CC. On **04 December 2007** under item 11.1.11 Council approved the purchase price for the portion of land and the requirement that R & R Karting Namibia CC had to pay a deposit in the amount of N\$50 000.00.

Council's decisions during 2007 approving the sale of the lease portion.

At the time the entity was not able to secure the deposit and Council on **24 April 2008** granted them an extension of time until 30 September 2008 to secure payment of the deposit. By 30

September 2008 the entity still could not manage to pay the required deposit. Council subsequently resolved on 06 November 2008 to approve a lease period of 2 years and keep the relevant Council resolutions regarding the sale in abeyance until the lease period lapsed.

On **27 September 2012** under item 11.1.6 Council resolved that approval for the sale of the lease portion lapsed and all relevant Council decisions was repealed. It was further resolved that it is against Council's policy to reserve land for sale, therefore the option to purchase cannot be included in the lease agreement.

Council's decision of 27 September 2012 repealing it's previous decisions approving the sale.

R & R Karting Namibia CC has been leasing the area since 2007. Attached as **Annexure "C"** is a map indicating the location of the lease area.

3. **Current Situation**

Attached as **Annexure "A"** is an application dated **22 August 2022** from R & R Karting Namibia CC stating that they are interested to renew the lease period for 9 years and 11 months for future development.

As per item 11.1.3 of Council's decision passed on **26 October 2017** R & R Karting Namibia CC was granted an option to renew the lease period.

Option to renew lease period.

The lease area is indicated as per **Annexure "C"**.

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

RECOMMENDED:

- (a) That the presentation by Mr O Mendes of R & R Karting CC regarding the renewal of his lease term and future relocation of the facility be noted.
 - (b) That the lease be extended for 5 years only.
 - (c) That an alternative site be identified within (5) five years for R& R Karting CC to move to.
-

ANNEXURE "A"

R&R Karting Namibia cc
P.O. Box 4356, Vineta, Swakopmund
Namibia

Oswaldo Mendes
Managing Director
R&R Karting Namibia cc
P.O. Box 4356, Vineta
22 August 2022

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

Att: Mr. Archie

Dear Sir

RE: Application For Renewal Of Lease Agreement

Hereby We R&R Karting Namibia cc would like to apply for a renewal (extension) of the lease agreement of Swakopmund Town and Townlands NO. 41 , east of the airport , known as the Swakopmund Go-Kart Race Track for a further period of 9 years and 11 months .

Swakopmund Go-Kart Track as the following activities Go-Kart track . National Go-Kart Racing , Laser game facilities , and Traffic safety park for kids .

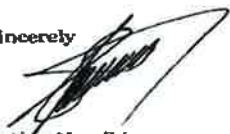
The reason that we applying and requesting for 9 years and 11 month is that we need to do some upgrades on the track as well as the facilities and it would only be viable if we could be granted the 9 years and 11 months .

Swakopmund Go-Karts has proven to be very popular among our locals citizens as well as the tourist and visitors to our town .

R&R Karting will continue to invest and develop and even better a family entertainment park for the local people and visitors to our town .

We sincerely hope that this application will be favorable considered .

Yours Sincerely



R&R Karting Namibia cc
Oswaldo Mendes
081 128 7444 , Email : info@gokartingnamibia.com

R & R Karting CC

cc / 2007 / 1011
P.O. Box 4356, Vineta, Swakopmund
Tel: 081 350 2723
Email: info@kartingnamibia.com
VAT No: 0440 9912 -015

20103381

AMENDED FOUNDING STATEMENT**R & R KARTING NAMIBIA CLOSE CORPORATION
(REGISTRATION NUMBER: CC/2007/1011)**

KOEP & PARTNERS
33 SCHANZEN ROAD
WINDHOEK
REF: WCK/amy77600, MAT7040

CC/2

REPUBLIC OF NAMIBIA
CLOSE CORPORATIONS ACT, 1988(Sections 13, 15, 24, 27, 29, 47 and 60)
(Regulations 3 and 12)**AMENDED FOUNDING STATEMENT**

Before filling in the form, first see notes on page 2

REGISTRATION NUMBER OF CORPORATION	DATE OF RECEIPT
CC 2007/1011	10/11

PART A

Full name of corporation*	R & R KARTING NAMIBIA CLOSE CORPORATION	Dates of commencement of change
Previous name of corporation (if applicable)*	N/A	
Literal translation of name (if applicable)*	N/A	
Shortened form of name (if applicable)*	N/A	
Description of principal business*	GO-KARTING ACTIVITY SPORT, TOURISM AND RELATED TRADING ACTIVITIES	
Date of end of financial year*	LAST DAY OF FEBRUARY EACH YEAR	

PART B

Postal address*	PO BOX 130, SWAKOPMUND, NAMIBIA
Address of registered office (not post office box)*	3, HEUSCHNEIDER STREET, SWAKOPMUND, NAMIBIA
Name and address of accounting officer*	FINANCIAL CONSULTING SERVICES (PTY) LTD PO BOX 130, SWAKOPMUND, NAMIBIA
(Attach written consent to appointment)	
Full name of association or body of which accounting officer is a member	INSTITUTE OF COMMERCIAL AND FINANCIAL ACCOUNTANTS OF NAMIBIA
Membership / Practice No	N 459 PM

* See note 2 on page 2

44
Ordinary Council Meeting - 27 April 2023

2
NOTES

1. Form CC2 must be written in block capitals or be typewritten, lithographed or printed in legible characters with deep permanent black ink, and lodged in triplicate.
2. Change(s) effective from date of registration or, prior to, later date mentioned.
3. Where a person signs on behalf of a member, a power of attorney must be attached.
4. Minor children and other persons under legal disability must be assisted by their parents, guardians or representatives, as the case may be, and the capacity must be stated.
5. If no identity document has been issued, a written statement to this effect must be attached.
6. Particulars which do not change should also be furnished.
7. No fee is payable in respect of any changes in particulars under Part B and C.
8. New members must personally sign the form.
9. Form CC2 which does not comply with the requirements of the Act, regulations or these notes, will be rejected.
10. Particulars to be furnished under PART C:
 - (a) Full names and surname: (If juristic person, mention name and capacity and if trustee, also mention name and particulars of testamentary trust).
 - (b) Identity number, (c) if no identity document has been issued, state date of birth and see par. 4 above;
 - (d) if juristic person, mention registration number;
 - (e) Size of interest expressed as a percentage.
 - (f) Particulars of contribution and fair monetary value thereof (if applicable).
 - (g) Residential address.
 - (h) Postal address.
 - (i) Signature of member or representative (where applicable).

NAME OF CORPORATION R & R KARTING NAMIBIA CLOSE CORPORATION

CC2

REGISTRATION NUMBER CC:2007:1011

PART C

Date of change

MEMBERS 2 (TWO)

Full names and surname

OSVALDO JOSE VIEIRA MENDES

2021-11-18

Year Month Day

Identity number or date of birth (i)

8 0 0 1 0 9 0 0 0 9 7 1

Registration number (ii)

Percentage of interest

50% (FIFTY PERCENT)

Particulars of contribution

N\$50.00 (FIFTY NAMIBIA DOLLARS)

Residential address

NO. 27, TSAVORITE STREET, SWAKOPMUND

Postal address

PO BOX 4356, VINETA

Signature of member or representative

Full names and surname

NATASHA COIMBRA

Year Month Day

Identity number or date of birth (i)

8 9 0 2 2 7 0 0 0 1 0

Registration number (ii)

Percentage of interest

50% (FIFTY PERCENT)

Particulars of contribution

N\$ 50.00 (FIFTY NAMIBIAN DOLLARS)

Residential address

NO. 55, FIRST STREET NORTH, MEERSIG,

WALVIS BAY

Postal address

PO BOX 2873, WALVIS BAY

Signature of member or representative

Witness

Signature:

Date of signature: 21 AUGUST 2020

Full names

ALLISON SHELAGH KOTZE

Residential address

17 EMERALD STREET, SWAKOPMUND, NAMIBIA

Business address

SHOP NO. 2, AN DER WATERKANT BUILDING

Postal address

15, TCBIAS HAINYEKO STREET, SWAKOPMUND, NAMIBIA

PO BOX 8206 SWAKOPMUND, NAMIBIA

NAME OF CORPORATION R & B KARTING NAMIBIA CLOSE CORPORATION

CC2

REGISTRATION NUMBER

CC.2007/1011

PART C

Date of change

MEMBERS

Full names and surname

	Year	Month	Day
Identity number or date of birth (i)			
Registration number (ii)			
Percentage of interest			
Particulars of contribution			
Residential address			
Postal address			
Signature of member or representative			

Full names and surname

	Year	Month	Day
Identity number or date of birth (i)			
Registration number (ii)			
Percentage of interest			
Particulars of contribution			
Residential address			
Postal address			
Signature of member or representative			

Witness

Signature: _____ Date of signature: _____

Full names

Residential address

Business address

Postal address

5

NAME OF CORPORATION **R & R KARTING NAMIBIA CLOSE CORPORATION**

CC2

REGISTRATION NUMBER **CC/2007/1011****PART C****MEMBERS**

Date of change

Full names and surname

Year	Month	Day

Identity number or date of birth (i)

Registration number (ii)

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Full names and surname

Year	Month	Day

Identity number or date of birth (i)

Registration number (ii)

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Witness

Signature:

Date of signature:

Full names

Residential address

Business address

Postal address

6

NAME OF CORPORATION **R & R KARTING NAMIBIA CLOSE CORPORATION**

CC2

REGISTRATION NUMBER **CC/2007/1011****PART C****MEMBERS**

Date of change

Full names and surname

Identity number or date of birth (i)

Registration number (ii)

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Full names and surname

Identity number or date of birth (i)

Registration number (ii)

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Witness

Signature:

Date of signature:

Full names

Residential address

Business address

Postal address

NAME OF CORPORATION: R & R KARTING NAMIBIA CLOSE CORPORATION

REGISTRATION NUMBER

CC 2007/1011

PART C

Date of change

MEMBERS

Full names and surname

Identity number or date of birth (g)

Registration number (h)

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Full names and surname

Identity number or date of birth (g)

Registration number (h)

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Witness

Signature

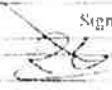
Date of signature



Full names

Residential address

Business address

Postal address

NAME OF CORPORATION		R & R KARTING NAMIBIA CC	
REGISTRATION NUMBER		CC2007/1011	
MEMBERS WHO CEASE TO BE MEMBERS			
Full name and surname of member	Identity number	Signature	
ROZEMARIJN LEONIEKE DEEGE	7 4 0 2 2 8		
Membership ceases on the date of registration of the Amended Founding Statement			
Witness Signature		Date of signature	
JEROEN VERHOFF		27 AUGUST 2020	
Residential address BROEKSTRAAT 7, 7382 AB KLARENBEK, THE NETHERLANDS			
Business address BROEKSTRAAT 7, 7382 AB KLARENBEK, THE NETHERLANDS			
Postal address BROEKSTRAAT 7, 7382 AB KLARENBEK, THE NETHERLANDS			
Email address Rdeege@mail.com			

FOR OFFICE USE	
Amended Founding Statement registered	
	
Registrar of Close Corporations	
18-11-2020	
Data Processing	
Classification	
Recorded	
Initials and date	

15 AUG 2020

NS60,00 fee payable in terms of the Act and as set out in the relevant notice

ANNEXURE "B"

Council's decisions listed chronologically:

1. During June and July 2007 letters for the lease and purchase of a portion of land east of the airport was received from **R & R Karting Namibia**. Council passed the following resolution on **30 August 2007**, under item 11.1.19:

That the resolution taken by Council under item 11.1.25 on 31 October 2006 be repealed and replaced with the following.

- (a) *That Council in principle approves the alienation of a portion of land east of the airport (as indicated on the map on file) 30 000 m in extent to R & R Karting Namibia at a price to be determined for the purpose of conducting Kart races.*
 - (i) *That the purchase price of the said portion of land, be based on values received for the properties by three sworn valuers.*
 - (ii) *That the exact area be determined on site by the Engineer's Department.*
 - (iii) *The applicant to provide all infrastructures for services to the premises for its own account and to the specifications of Engineering Services and E-RED.*
 - (iv) *That the property be rezoned as "special" for the purposes of conducting kart races.*
- (b) *That for the interim period the said portion of land be leased to R & R Karting Namibia at a monthly rental of N\$1 725.00 per month (30 000m² (3ha) x N\$0.05/m + 15% VAT) escalating annually at 10% on 1 July, until the purchase transaction is finalised, and further subject to the following conditions:*
 - (i) *That the requirements regarding the lease of immovable property as prescribed in the Local Authorities Act 23 of 1992, be dealt with successfully.*
- (c) *That all costs related to the above transactions (advertising- subdivision, legal or any costs, etc. that may arise from this transaction) shall be borne by the applicant.*
- (d) *That the applicant shall indemnify Council and keep Council indemnified against any public claims/liability related to the use of the above area.*

The valuation for the land was obtained and submitted to Council who on 4 December 2007 under item 11.1.11 passed the following resolution:

- (a) *That Council approves the valuation for the sale of a portion of land east of the airport as per plan (on file), for the selling price of N\$1 121 250.00 (N\$32.50/m² x 30 000m² x 15% VAT) to Messrs R R Karting Namibia.*
- (b) *That a deposit of N\$50 000-00 be paid by the applicant to cover all fees and costs to Council, prior to attending to the statutory processes.*
- (c) *Should a balance remain after Council's costs have been covered, it will be refunded to the applicant.*
- (d) *That the applicant be required to pay the above deposit within 90 days from the Council resolution approving the purchase price, failing which the Council resolution will automatically be revoked.*

- (e) That the deed of sale shall be drafted and signed by all parties within 12 months from date of the relevant Council resolution.
- (f) That the exact area be determined on site by Engineering Services Department.
- (g) That the applicant provides all infrastructures for services to the premises for its own account and to the specifications of Engineering Services Department and Erongo - RED.
- (h) That the property be rezoned as "special" for the purposes of conducting kart races.
- (i) That all developments on the erf be in line with the Swakopmund Town Planning Scheme.
- (j) That all costs with regard to the transaction to be for the account of the applicant.
- (k) That the applicant shall indemnify Council and keep Council indemnified against any public claims / liability related to the use of the above area.

At the time **Messrs R & R Karting** requested an extension of time (6 months), as a construction error by the contractor caused them to miss out on two weeks of high season business which caused them a big loss of income.

2. Council on 24 April 2008 passed the following resolution:

That Messrs R & R Karting Namibia be granted an extension of time (6 months) until Tuesday, 30 September 2008 to pay the deposit of N\$50 000.00 in order to proceed with the purchase of the property as approved by Council on 4 December 2007 under item 11.1.11.

3. Since R & R Karting was not able to comply with the purchase requirements, they again requested Council on 30 September 2008 to extend their interim lease of 3 years (ending on 1 November 2010), with another 2 years based on the same conditions, whereafter they still have the option to purchase the portion of land.

For ease of reference Council passed the following resolution on 6 November 2008 under item 11.1.7

- (a) *That the lease agreement with Messrs R & R Karting for the portion of land east of the airport be extended with another 2 years after it has lapsed on 1 November 2010 and that the rental escalates annually with 10% on 1 July each year.*
- (b) *That both Council's decisions of 04 December 2007 and 24 April 2008 be held in abeyance until the extended lease period has lapsed.*
- (c) *That the applicant be informed that the purchase price will escalate with 5% annually until date of purchase.*

Below is Council's resolution passed on 27 September 2012 under item 11.1.6 to renew the lease agreement with Messrs R & R Karting Namibia CC as follows:

- (a) *That the lease period of Messrs R & R Karting be extended to 5 years; for a portion of land measuring ±30 000m², located on Swakopmund Town and Townlands No. 41, east of the airport, for the following activities:*
 - Go-cart track and racing;

- Traffic safety park for kids; and
- Laser game facility

(b) That the lease be subject to the following terms and conditions:

- (i) For a lease period of 5 years with an option to renew and which period is terminable by either party by giving / receiving 3 months' written notice;
- (ii) That the rental amount shall be of N\$0.081/m² + 15 % VAT (30 000m² x N\$0.081 = N\$2 430.00) + (15% VAT) N\$365.50 = N\$2 794.50 escalating at 10% per annum, annually on **01 July**;
- (iii) That no fixed structures be erected and that temporary structures be erected at the risk of the lessee and to be removed at the cost of the lessee at the termination / lapsing of the lease period;
- (iv) That Council be indemnified against any claims from the public;
- (v) That Council has unrestricted right of access to the area;
- (vi) That the site only be used for activities such as go-karts, a safety traffic park and a laser game facility;
- (vii) That Messrs R & R Karting erects an acceptable perimeter fence (such as used tyres) and information signs to warn the public; and
- (viii) That upon termination of the lease, Messrs R & R Karting be obliged to restore the lease area to its previous condition, failing which Council will restore the lease area to its previous condition for the account of the Messrs R & R Karting.

(c) That Messrs R & R Karting be informed that the resolution passed on **06 November 2008** to purchase the currently lease portion of land, has lapsed and that points (b) and (c) of Council's resolution passed on 6 November 2008 be repealed, as the offer to purchase was not taken up by Messrs R & R Karting as per point (a) of the said resolution.

(d) That Messrs R & R Karting be informed that it is against Council's policy to reserve land for sale, therefore the option to purchase cannot be included in the lease agreement.

(e) That Ministerial approval be obtained for the extension of the lease period in terms of section 30 (1) (t) of the Local Authority Act, Act 23 of 1992 as the lease portion is located on undivided Townlands.

(f) That Messrs R & R Karting be informed of the requirements of the Environmental Management Act, Act 7 of 2007 that must be complied with.

Ministerial approval was granted on **24 October 2012** in terms of Section 30 (1) (t) of the Local Authority Act, Act 23 of 1992 as the lease portion is located on undivided Townlands.

4. Council turned down the application by Messrs R & R Karting Namibia CC to establish the following additional activities at its Council meeting of **2 October 2014**, item 11.1.11:

(a) That Council remains with the resolution of 27 September 2012 under item 11.1.6 not to sell.

(b) That the request of Messrs R & R Karting Namibia CC to establish the following additional activities on the current lease area be turned down:

- 4 x 4 training
- A driving school (theoretical: road signs and handling of cars - they intend to use the go kart briefing area).
- A mini golf (putt-putt)

- (c) That Messrs R & R Karting Namibia CC considers to relocate their activities to an area east of the Main Road 44 bypass road when their current lease agreement expires in 2017.

5.

- (a) That the lease period of Messrs R & R Karting be extended for 5 years; for a portion of land measuring $\pm 30\,000\text{m}^2$, located on Swakopmund Town and Townlands No. 41, east of the airport, for the following activities:
- Go-cart track and racing;
 - Traffic safety park for kids; and
 - Laser game facility
- (b) That the lease be subject to the following terms and conditions:
- (i) For a lease period of 5 years with an option to renew and which period is terminable by either party by giving / receiving 6 months' written notice.
 - (ii) That the monthly rental amount be $\text{N\$}0.130/\text{m}^2 \times 30\,000\text{m}^2 = \text{N\$}3\,900.00 + (15\% \text{ VAT})$ $\text{N\$}585.00 = \text{N\$}4\,850.00$ escalating at 10% per annum, annually on 01 July.
 - (iii) 1 month's rental amount be levied as a refundable deposit (exclusive of 15% VAT), of which costs such as rental in arrears at the expiry of the lease period be recovered, the balance be refunded to the lessee.
 - (iv) That no fixed structures be erected and that temporary structures be erected at the risk of the lessee and to be removed at the cost of the lessee at the termination / lapsing of the lease period.
 - (v) That Council be indemnified against any claims from the public.
 - (vi) That Council has unrestricted right of access to the area.
 - (vii) That the site only be used for activities such as go-karts, a safety traffic park and a laser game facility.
 - (viii) That Messrs R & R Karting Namibia CC erects and maintains an acceptable perimeter fence (such as used tyres) and information signs to warn the public.
 - (ix) That upon termination of the lease, Messrs R & R Karting Namibia CC be obliged to restore the lease area to its previous condition, failing which Council will restore the lease area to its previous condition for the account of the Messrs R & R Karting Namibia CC.
- (c) That the General Manager: Engineering Services determines the value of a refundable deposit payable by the lessee on the commencement of the lease according to an estimate of rehabilitation costs should the lessee not rehabilitate the area on the conclusion of the lease.
- (d) That Ministerial approval be obtained for the extension of the lease period in terms of section 30 (1) (t) of the Local Authority Act, Act 23 of 1992 as the lease portion is located on undivided Townlands.
- (e) That the following additional conditions be applicable:
- (i) That the necessary staff and public ablutions facilities be erected and maintained.
 - (ii) That the area be kept clean at all times.
 - (iii) That the access to the event area be controlled to prevent uninformed people from venturing onto the track.
 - (iv) That safety barriers to protect spectators and event be erected and maintained.
 - (v) That emergency services be provided.
 - (vi) That if night time events are considered, suitable and effective lighting be provided for both the track and spectators.
 - (vii) That the condition of the track and facilities be inspected by Marshalls, Health and Engineering Services to confirm suitability, functionality and safety, which inspections should be conducted randomly.
 - (viii) That repairs / alterations be implemented on the instructions of the Municipality at the cost of the Lessee, with no event allowed until compliance is demonstrated.
- (f) That Messrs R & R Karting Namibia CC provides an Environmental Clearance Certificate on date of expiration of the current one, being 12 October 2019.
-

ANNEXURE "C"



ANNEXURE "D"



Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

RR KARTING NAMIBIA CC
P O BOX 4356
SWAKOPMUND
9000

TAX Invoice

VAT No.	0687546-01-5
Statement Date	2022/09/21
Account Number	01000053746
Reference	20220922-893
Deposit	7800.00

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT Incl)
Previous	Present	Consumption						
			08/17	BALANCE B/FWD		0.00	6333.49	6333.49
			09/15	000028 RECEIPT		0.00	6333.49	6333.49
			09/22	RR BUSINESS		112.65	5507.38	5620.03
			09/22	LAND FARD OF AIRPORT FOR B		112.65	5507.38	5620.03
Meter Readings Dates								
Previous	Current							
			Total			225.30	5507.38	5732.68

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	0.00	0.00	0.00	6333.49	6333.49

MESSAGE

PLEASE NOTE: THE ACCOUNTS ARE PAYABLE ON OR BEFORE 7 OCTOBER 2022.

Property Information				Details of Property Assessment	
Stand No.	00000000	Ward	1	Valuation	
Township	001 001 DUMMY			Land	Improvements
Street Address	SUNDY RENTAL LAND NEAR AIRPORT			Building Clause	
Portion	00000			Valuation	Date
Area	1			Annual Levy	
Unit	001/001/00000000/0000/0/0000/0000				

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2022/10/07
RR KARTING NAMIBIA	Account No.	01000053746
REMITTANCE ADVICE	Amount	6333.49

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519140
E-Mail for confirmation: payments@swkmun.com.na

11.1.3 **ERF 9060, EXTENSION 35, SWAKOPMUND TO AFRICAN DEVELOPMENT FOUNDATION - CANCELLATION OF SALE TRANSACTION**
(C/M 2023/04/27 - E 9060)

Ordinary Management Committee Meeting of 13 April 2023, Addendum 7.4 page 47 refers.

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

1. Introduction

The purpose of this submission is for Council to confirm the cancellation of the sale of Erf 9060, Extension 35, Swakopmund to African Development Foundation due to non-performance by the due date, 28 February 2023 and to approve the future sale by request for development proposals as resolved by Council on 31 May 2018 under item 11.1.2. The location of Erf 9060, Swakopmund in Extension 35:



2. Background

On 26 January 2023 under item 11.1.23 Council passed the following resolution in respect of an application by African Development Foundation Trust for an extension of time to secure the purchase price for Erf 9060:

- (a) That Council takes note of the application by African Development Foundation Trust for an extension of time to perform until 30 June 2023 or late 2023.
- (b) That Council takes note that since the date of sale, i.e. 24 January 2022 African Development Foundation has not submitted proof of their effort to secure the purchase price for Erf 9060, Swakopmund.
- (c) That Council takes note that the option to pay on date of sale has lapsed and that the alternative option will lapse on 24 January 2023 and that the purchase price will be N\$686 904.92 on the said date (in terms of clause 3.3 of Annexure "B" (on file) of the deed of sale).
- (d) That Council takes note that after the due date of 24 January 2023 the deed of sale prescribes Council's options as follows under clause 14:
 - (i) a notice period of 30 days should the purchaser not comply with any conditions of the deed of sale, to rectify such breach.

- (ii) on lapsing of the 30 days' notice period should the purchase price not be settled, Council may either cancel the transaction or claim immediate payment of the purchase price.
- (e) That, taking the above into consideration, Council grants African Development Foundation Trust an extension until end of February 2023 to settle the purchase price, subject to the continuation of 7% compound interest on the purchase price in the amount of N\$686 904.92 from 24 January 2023 onwards.

African Development Foundation was informed of the Council decision by letter dated 31 January 2023 (**Annexure "A"**). No performance or reply was received by the due date of 28 February 2023 (**Annexure "B"**). The entity was informed on 06 March 2023 that the transaction is cancelled.

3. **Proposal**

It is proposed that Council confirms the cancellation of the transaction for the sale of Erf 9060 to African Development Foundation Trust.

It is further proposed that development proposals be invited from qualifying entities (voluntary associations, trusts and non-profit companies) for the allocation of Erf 9060, Extension 35, Swakopmund as resolved by Council on 31 May 2018 under item 11.1.2 (complete resolution is attached as **Annexure "C"**).

Erf 9060 is zoned "institutional" and measures 2 089m² in extent and therefore proposals from religious institutions are excluded as the minimum size for allocation to these institutions is 2 500m² (due to parking requirements).

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

RECOMMENDED:

- (a) That Council confirms the cancellation of the allocation of Erf 9060, Swakopmund to African Development Foundation due to non-payment of the required purchase price by the final due date of 28 February 2023.
- (b) That development proposals be invited for the sale of Erf 9060, Swakopmund from qualifying entities (voluntary associations, trusts and non-profit companies) at a fixed purchase price of 50% of the development cost, subject to Council's standard conditions:

ERF NO	SIZE M ²	DEVELOPMENT COST
Erf 9060, Ext 35, Swk	2 089	N\$292.00 / m ²

- (c) That development proposals from religious institutions not be considered due to the size of Erf 9060, Swakopmund.

11.1.4 **APPLICATION BY NAMBAZA INVESTMENTS CC TO PURCHASE ERF 7159, MONDESA**
(C/M 2023/04/27 - M 3289 & M 7159)

Ordinary Management Committee Meeting of 13 April 2023, Addendum 7.5 page 53 refers.

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

1. Introduction

Following the Council resolution passed on **24 November 2022**, item 11.1.36, Council approved the sale of a portion of Erf 7159, Mondesa to Nambaza Investments CC (hereinafter referred to as Nambaza). They applied to purchase the entire erf instead of the allocated portion.

The purpose of this submission is to consider the application of Nambaza dated **14 December 2022** attached as Annexure "A" for them to purchase the entire Erf 7159, Mondesa for them to build an electrical substation and houses for their employees.

On **14 February 2023** the application of Nambaza was acknowledged in which they were informed that the Remainder Erf 7159, Mondesa will be sold by public closed bid sale as per Council resolution of **28 November 2021**, item 11.1.3. Nambaza is a registered close corporation owned by Dr Abisai Konstantinus.

2. Background

During 2017, Erf 7159, Mondesa was sold to Angelique Investment CC. On **30 August 2021** Angelique cancelled the transaction. On **28 October 2021** under item 11.1.3, Council passed the following resolution:

- (a) That Erf 7159, Mondesa be added to the list of erven available in Extension 26 for sale by close bid as approved by Council on 30 January 2019 under item 11.1.12 (a).
- (b) That the upset price be determined at N\$ 137.50/m² i.e. 2 812m² x N\$ 137.50 = N\$ 386 650.00.

On **12 September 2022**, Nambaza applied to purchase a portion of land measuring 120m² located in the vicinity of Erf 3289, Mondesa for them to construct an Erongo RED Electrical substation that will supply power to the planned AK Plaza Development on Erf 3289, Mondesa. On **24 November 2022**, under item 11.1.36 Council passed the following resolution:

- (a) That Council approves the sale of a portion of Erf 7159, Extension 26, Mondesa measuring 120m² to Nambaza Investments CC (represented by Mr Abisai

Konstantinus) to construct an electrical substation to provide electrical power to the development on Erf 3289, Mondesa.

- (b) *That the applicant appoints a Town Planner to undertake the statutory procedures and does an EIA and transfer of the created Erf to Erongo RED at his costs.*
- (c) *That Erf 7159, Mondesa be subdivided into Portions A and Remainder.*
- (d) *That the portion of Erf 7159, Mondesa be sold at N\$ 54 000.00 (i.e 120m² x N\$ 450.00) and payable within 120 days from the date the date a Surveyor-General approved diagram is issued for the newly created erf, in order to transfer ownership thereof.*
- (e) *That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Urban & Regional Planning Act (Act 5 of 2018) respectively, be dealt with successfully.*

The above resolution was conveyed to Nambaza as per letter dated **28 November 2022** in which they were requested to confirm in writing by the 16 December 2022 whether they have accepted to purchase a portion of Erf 7159, Mondesa.

A letter dated **14 December 2022** was received from Nambaza confirmed that they have accepted the Council resolution. They also paid a deposit of N\$ 10 000.00 to cover the administration costs that will be derived from the statutory process.

Nambaza bought Erf 3289, Mondesa measuring 4 529m² from Ms Ipupa Kasheeta in 2020 with the intention to build a shopping mall and fuel service station. As per site plan attached as **Annexure "B"** they were required by Erongo Red to build their own electrical substation located within a radius of 40 meters for the envisaged development. Their approved plan for Erf 3289, Mondesa did not make provision for the required substation. Since it costly to amend the approved development plan, Nambaza applied to purchase a portion of land located in the vicinity of Erf 3289, Mondesa to accommodate the electrical substation. On **24 November 2022** under item 11.1.36 Council approved to sell a portion of Erf 7159, Mondesa to Nambaza.

3. Current Situation

On 14 December 2022, Nambaza accepted the offer to purchase a portion of Erf 7159, Mondes. In their letter they requested to purchase the entire erf instead. According to Dr A Konstantinus, they have considered the financial impact cost on the investment in respect of the statutory process to create the substation erf as well as the construction of the facility and have now decided to purchase the entire erf to recover the cost of the erf that will be donated to Erongo Red. They have estimated the substation development to be approximately N\$ 1 983 209.59. A quotation for the substation is attached as **Annexure "C"**.

Quoted from their letter: "AK Plaza development is expected to create employment for 100 people and we estimate that a third of our employees will require housing. We also need

additional space for a carwash and lube oil changing bay which the space at AK Plaza does not have space for. Erf 7159, Mondesa will be ideal for these developments."

Erf 7159, Mondesa (2 812m²) is zoned "General Residential" and is located in Extension 26, Swakopmund across the road on the western side of Erf 3289, Mondesa. Council can consider two options, either:

- ① to remain with its decision of **24 November 2022**, item 11.1.36 to sell only a portion of Erf 7159, Mondesa to Nambaza and sell the remaining portion to the public by closed bid;
- ② to sell the entire Erf 7159, Mondesa to Nambaza

Point (d) of Council decision of **24 November 2022** item 11.1.36 stipulates that, the portion of Erf 7159, Mondesa be sold to Nambaza at a purchase price of N\$ 450.00/m². The price was determined based on the market related purchase price approved for Angelique Investment CC in 2017.

If Council opts to sell the entire Erf 7159, Mondesa to Nambaza it is proposed that new valuations be obtained to determine the purchase price of the erf as the price of N\$450.00/ m² was approved in 2017 which is 5 years ago. It is also advised that, Council should consider supporting small developers that are making efforts with their projects and they are willing to grow. Hence Council supports Nambaza as they are making progress in developing Erf 3289, Mondesa. In supporting Nambaza to acquire Erf 7159, Mondesa and develop the erf will uplift the local economy of Mondesa and elevate unemployment.

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

RECOMMENDED:

That Council repeals its decision of 24 November 2022, item 11.1.36 and replace it with the following decision:

- (a) That Council approves the sale of Erf 7159, Extension 26, Mondesa measuring 2 812m² to Nambaza Investments CC (represented by Mr Abisai Konstantinus) for them to develop residential houses and to construct an electrical substation that will provide electrical power on Erf 7159, Mondesa and Erf 3289, Mondesa.**
 - (b) That valuations be obtained from two valuers to determine the average market purchase price for Erf 7159, Mondesa; whereafter Council's standard conditions of sale also be submitted.**
 - (c) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Urban & Regional Planning Act (Act 5 of 2018) respectively, be dealt with successfully.**
-

ANNEXURE "A"

Nambaza Investments CC
23 Maple Street, Ocean View
Reg: CC/2009/3926
t: +264 64 400 550 / +264 81 355
e: ab@nambaza.co.na
P.O. Box 7227 Swakopmund, Namibia

Att: Mr. A. Plaatjie
GM Corporate Services & HC
Municipality of Swakopmund
Private Bag 53
Swakopmund

14 December 2022

Re: Application for Land to build substation

Dear Mr. Plaatjie,

With gratitude, I receive your letter dated 28 November 2022 wherein Nambaza Investments CC is assigned a portion of Erf 7159 to construct a substation as per council resolution dated 24 November 2022. Hereby, I accept the resolution and accordingly submit a proof of payment for N\$ 10,000 as stipulated in the associate conditions of the award letter.

Notwithstanding the acceptance, I furthermore submit to purchase the remainder of Erf 7159 at the stipulated rate of N\$450 per square meter as suggested by council. The additional portion of land will be used for company housing, and if at all, a phase 2 of AK Plaza.

The motivation for this request lies in the huge cost associated with the ErongoRed substation development (est. N\$1,000,000), which without additional cost optimization measures, we have no way of absorbing the cost of the substation.

The AK Plaza development is expected to create employment for 100 people, and we estimate that a third of our employees will require housing. We also need additional space for a carwash and lube oil changing bay which the current space at AK Plaza does not have space for. Erf 7159 will be ideal for these developments.

Once again, I would like to thank you and the entire municipal team for your assistance with this development. I hope we can realize a development which the entire Swakopmund will be proud of.

I look forward to hearing from you.

Sincerely,

Dr. Absal Konstantinus

SWAKOPMUND MUNICIPALITY

Swakopmund Municipality

Receipt No.: 2023/02/10

System Type: D.Bank

Received From: NAMBAZA INVESTMENTS CC

Account Number: 010000069723

Unit: Info Not Available

Amount Paid: N\$ 10000.00

Amount Tendered: N\$ 10000.00

Change: N\$ 0.00

ONLY MACHINE PRINTED RECEIPTS VALID

General Payment 000018 N\$10000.00

OFFICIAL RECEIPT

Time: 01:00:23 PM

Pos: 000

EX 59, SWAKOPMUND

20221214-49896903

Swakopmund Municipality

First National Namibia

H/Office Windhoek Namibia 556

282672

Nambaza Investments CC

62249603300

10000.00

15/12/2022

Erf 7159

ENCR Processed

Ben Payment

10 000.00
in bank
15 Dec



M3289 and M7159

MUNICIPALITY OF SWAKOPMUND

☎ (064) 4104213

☎ 088 614 514

📍 53 Swakopmund

NAMIBIA

🌐 www.swakopmun.com.na

✉ msheehama@swkmun.com.na

Enquiries: Ms M Sheehama

14 February 2023

Nambaza Investments CC
P O Box 7227
SWAKOPMUND
13001

Attention: Mr Abisai Konstantinus

✉ abisaisenior@gmail.com

Dear Sir:

APPLICATION FOR LAND TO BUILD A SUBSTATION

I acknowledge receipt of your letter dated 14 December 2022, as well as the payment of a deposit in the amount of N\$ 10 000.00 (a receipt will be forwarded to you in due course).

Your application to acquire the entire Erf 7159, Mondesa is receiving attention and a further correspondence will be addressed to you as soon as circumstances allow.

On 24 November 2022 under item 11.1.36 Council approved the sale of a portion of Erf 7159, Mondesa to you. With regard to the remaining portion of Erf 7159, Mondesa, Council's resolution passed on 28 October 2021 under item 11.1.3 provides that the erf be sold by public closed bid sale.

Should you have any further enquiries, please do not hesitate to contact Ms M Sheehama at ☎ 064-4104213.

Yours faithfully,

Mr A Plaatje
GM: Corporate Services & HC (Acting)

/ms

Copy: GM Engineering & Planning Services

Dear Dr Abisi!

Attached letter for your attention regarding the above mentioned application.

It should be noted and put in records that the substation to be erected on the Erf 7159, Mondesa be located on the corner of the erf boundary and adjacent to the street.

Kind Regards

Margaret



ANNEXURE "C"**MULTI OPTIMAL SOLUTIONS**

Reg NO: cc/2021/02667

P O BOX 6368 OSHAKATI

Contacts: +264 815580212/0813376901

Email: erastusnakalee@gmail.com/rubentrading92@gmail.com

QUOTATION

Materials and labor

Att: ABISAI KONSTANTINUS

P. o. Box 7227

Onyaanya, Namibia

DATE: 14-02-2023

QUOTE NO: RI010223

Quotation validity: 30 days

Location: SWAKOPMUND Quotation NO: RI001/23

Description	Quantity	Unit	Unit rate	Total rate
Supply install and connect of 2 way gas insulation Omazabara Switch gear	1	Each	N\$ 695 458 - 25	N\$ 695 458 - 25
Supply, installation and connect up 315 KVA transformer	1	Each	N\$ 367 450 - 88	N\$ 367 450 - 88
Supply and install MV cable joints (150 mm ²)	2	Each	N\$ 18 740 - 00	N\$ 37 480 - 00
Supply, install and connect up MV XLPE Cable (150mm ²) including excavations	70	M	N\$ 1 970 - 00	N\$ 137 900 - 00
Supply, install and connect up MV cable termination	2	Each	N\$ 9 400 - 00	N\$ 18 800 - 00
Constructing and Commissioning of substation building as per approved Erongo Red standard.	1	Each	N\$ 467 440 - 95	N\$ 467 440 - 95
			SUB-TOTAL	N\$ 1 724 530 - 08
			VAT @ 15%	N\$ 258 679 - 51
			TOTAL	N\$ 1 983 209 - 59

Bank details

Name: Rollers investment cc

Bank : FNB

ACCOUNT: 62275978040

Branch: Ongwediva

Kindly confirm acceptance of quotation by signing and dating below

Signature _____

Date: _____

ROLLERS INVESTMENT CC
****MULTI OPTIMAL SOLUTIONS****



MUNICIPALITY OF SWAKOPMUND

Ref No: M3289 & M7159

(064 41142)
 088 814 514
 53 Swakopmund
 NAMIBIA
www.swakmun.com.na
msheehama@swakmun.com.na

Enquiries: Ms Margaret Sheehama

26 November 2022

Nambaza Investments CC
 P O Box 7227
 SWAKOPMUND
 13001

Attention: Mr Abisai Konstantinus

abisaisenior@gmail.com

Dear Sir

APPLICATION FOR LAND TO BUILD AN ELECTRICAL SUBSTATION

The above mentioned refers

Your application was discussed at Council's meeting on 24 November 2022 under item 11.1.36 and the following was resolved:

- (a) That Council approves the sale of a portion of Erf 7159, Extension 26, Mondesa measuring 120m² to Nambaza Investments CC (represented by Mr Abisai Konstantinus) to construct an electrical substation to provide electrical power to the development on Erf 3289, Mondesa.
- (b) That the applicant appoints a Town Planner to undertake the statutory procedures and does an EIA and transfer of the created Erf to Erongo RED at his costs.
- (c) That Erf 7159, Mondesa be subdivided into Portions A and Remainder.
- (d) That the portion of Erf 7159, Mondesa be sold at N\$ 54 000.00 (i.e. 120m² x N\$ 450.00) and payable within 120 days from the date the date a Surveyor-General approved diagram is issued for the newly created erf, in order to transfer ownership thereof.
- (e) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Urban & Regional Planning Act (Act 5 of 2018) respectively, be dealt with successfully.

With reference to the above resolution, kindly confirm in writing whether you have accepted the above resolution on / before Friday, 16 December 2022. Once the confirmation is received, you can proceed with the appointment of a town planner to attend to the statutory processes as per point (b).

All correspondence must be addressed to the Chief Executive Officer

In order to attend to point (e) a deposit in the amount of N\$ 10 000.00 is payable within 90 days from Council's decision i.e by **Wednesday, 22 February 2023**.

Payment of N\$ 10 000.00 must be transferred to our bank account and proof of payment be e-mailed to msheehama@swkmun.com.na

Municipal Bank Details : Swakopmund Municipality
First National Bank
Account nr: 62249603300
Branch Code: 280472
Reference: Portion of Erf 7159, Mondesa

Also take note that once the new erf is created, it will be transferred to Nambaza Investments CC; whereafter you can attend to the transfer thereof to Erongo Red.

Should you have any enquiries, please do not hesitate to contact Ms Margaret Sheehama at ☎ 064-4104213.

Yours faithfully



Mr A. Platjie
General Manager: Corporate Services & HC (Acting)

/ms *MS*

Copy: GM: Engineering & Planning Services



NAMBAZA

Nambaza Investments Ltd
23 Maple Street, Green View
Tel: 020200973928
E: info@nambaza.co.uk
c/o 2020 Management Limited
P.O. Box 7027, Swindon, Wiltshire, UK

Atty-Mr. A Benjamin | Chief Executive Officer
c/o Mr. A Blaylock | Manager Corporate Services & Human Capital
Municipality of Svalkeperim
Corner of Rake, Loka & Road of Kanyo Street
P.O. Box 53 | Svalkeperim

12 September 2022

RE: Request to buy land in vicinity of Erf 3289 for Brango-Red Substation

Dear Mr Benjamin

I have recently learned that an Brango-Red substation is required to supply the power required for the AK Plaza development that is planned for Erf 3289 Mondasa.

As per requirement of Brango-Red, the erf site must be at least 120 sqm to accommodate an 80sqm substation. Subsequently, I am informed, the piece of land together with the infrastructure must be donated to Brango-Red.

I have tried to buy land from private owners for this purpose but to no avail. I thus write to the Municipality to avail any piece of land in the vicinity for sale to me for this purpose.

Ideally, the erf site should be any land neighboring erf within a radius of 400m to Erf 3289.

I thus write to your good office to consider this request kindly.

Thanking you in advance.

Sincerely,

Dr. Abigai Komantsoe

Director - Nambaza



MALHERBE ASSOCIATES WALVIS BAY

Company Reg: No 2015/0106 | VAT No
Authorized and regulated by the Law Society

Offices Also: 43 Diamond Street, Vlneta, S

Tel: (+264) 81 236 1065

LEGAL PRACTITIONERS

NOTARIES

CONVE

**MR AH KONSTANTINUS
P O BOX 7227
SWAKOPMUND**

**OUR REF: PVZ/ronelle/KAS10/0001
DATE: 03 SEPTEMBER 2020**

Dear Sir and Madam

**TRANSFER OF ERF NO 3289 MONDESA:
FROM JI KASHEETA // AH KONSTANTINUS**

We have the pleasure to advise you that **ERF NO 3289** is
registered at the Deeds Registry Office, Windhoek in
03 SEPTEMBER 2020.

Find enclosed hereto the following documentation

1. DEED OF SALE



MEMORANDUM

OFFICE OF ENGINEERING AND PLANNING SERVICES

To: *Acting General Manager: Corporate Services & Human Capital*

From: *The General Manager: Engineering & Planning Department*

Date: *20 September 2022*

Reference: *M 3289 & M 3701*

Subject: **APPLICATION FOR A PORTION OF LAND TO BUILD AN ELECTRICAL SUBSTATION IN THE VICINITY OF ERF 3289, MONDESA**

Your memorandum dated 16 September bears reference.

Erf 3701, Mondesa is a fully fledged "public open space" known as Hanganeni Park. A portion for the required purpose can be subdivided from the park, provided that all costs involved and activities such as removal of palm trees, grass and flowers, and all procedures pertaining to town planning and cadastral should be for the account of the applicant.



Alternatively, the substation can be erected on Erf 3289, Mondesa or any other potential property in the proximity, still in Council's ownership.



Regards

C McClune

GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES

JA



11.1.5

**REQUEST FOR THE RESIDENTS IN KURZE STREET TO
CONTRIBUTE TO THE UPGRADING COST**

(C/M 2023/04/27 - 16/1/6/1)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum 7.6 page 66 refers.

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

1. PURPOSE

The purpose of this Submission is to bring under Council's attention that Kurze Street was upgraded during the financial budget of 2021/2022 upon the request from Council. The project was successfully completed on the 18 July 2022.

2. BACKGROUND

Council resolved on 30 September 2021, under item 11.1.5, the following:

- (a) That Council takes note that proposals have been received by the public to contribute to a portion of the costs to upgrade the streets in their neighbourhoods.
- (b) That the public, who request for street upgrading, be informed that no budgetary provisions have been made for this Financial Year.
- (c) That the request for the upgrading of Kurze Street be approved.
- (d) That the General Manager: Engineering and Planning Services makes the necessary budgetary provisions for the new financial year and subsequent years.
- (e) That the General Manager: Finance source funding for the upgrading of Kurze Street.

From the resolution under Item (c) it was Recommend, that the request for the upgrading Kurze Street be approved. Annexure A of the Council submission included the request from the residents along Kurze Street and Schlachter Street and that they were willing to contribute towards the cost of the interlock. We therefore seek approval to amend Council's resolution and include the interlock cost which was part of the financial commitment made by the residents.

COST

The table below represent the as-build quantities and cost of the material that have been procured for the road upgrading.

Item No.	Description	Unit	Qty	Rate (N\$)	Amount (N\$)
1	Interlock (Kurtze Street)	m ²	2070	131.50	272 205.00
Total					272 205.00

CONCLUSION

It is therefore, advised that it is in Council interest to be reimbursed for the financial cost for the upgrading of Kurze Street which was not budgeted for the Financial Year 2021/2022. The material cost for the upgrading to be paid by the residents along Kurze Street.

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

RECOMMENDED:

That residents along Kurze Street be informed to reimburse Council for the interlocks used for the road upgrading.

11.1.6 **BENCHMARKING REPORT - OPERATIONS OF MUNICIPAL AMBULANCES**
(C/M 2023/04/27 - 15/3/2)

Ordinary Management Committee Meeting of 13 April 2023, Addendum 7.7 page 67 refers.

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

1. Introduction:

This submission serves as feedback on the benchmarking study that the Economic Development Services Department did in relation to the City of Windhoek on the provision of ambulance services. The benchmark exercise was held at the City of Windhoek's fire department division on **March 14, 2023**.

2. Background:

On **10 November 2022** under item 7.2 while discussing the proposal from Mr. Michael Cloete to provide ambulance services to the Swakopmund Community, Management Committee resolved amongst others as follows:

- (a) *That the presentation done by Mr. Michael Cloete to Council on 16 August 2022, be noted.*
- (b) *That the proposal by Mr Michael Cloete to train Municipality employees be considered and be re-submitted with all matters.*
- (c) *That the possibility of a Municipal Ambulance Service be considered and benchmarked against the City of Windhoek.*
- (d) *That the possibility on recruiting contract workers be considered to run the Ambulance Service.*

The above resolution in particular (c) was executed by the Economic Development Services on **14 March 2023** when General Manager, Manager of Emergency and Law Enforcement, and Chief Fire Officer call on the City of Windhoek's Division of Emergency Services to acquaint themselves with the operation of the division, in particular, the ambulance services. In response, the city of Windhoek provided the Swakopmund officials with a detailed presentation which was followed by site visits. The presentation covered the topics discussed below:

- (a) Mandate for the establishment of ambulance services by LA

A local authority holds the authority to establish an ambulance service under Section 30 (1), paragraph (k) (iii) of the Local Authorities Act (Act no 23 of 1992).

In addition, Section 8 of the Fire Brigade Act provides in (2) that a Local

Authority may use its services for the provision of an ambulance service as an integral element of the services, subject to the Public Health Act, 1919 (Act no 36 of 1919).

(b) Structure of the Fire Brigade

The City of Windhoek Fire Brigade has a staff complement of 312 of which 152 (48%) positions have been filled. The city is using a 24-hour shift basis and **daily assigned Fire Fighters who are qualified in Basic or Advance Life Support to operate their ambulances**. In general, all of their fire officials are required to possess Basic or Advanced Life Support certifications. In addition, firefighters are assigned to fire building/ hydrants inspection, vehicle rescue operation, fire prevention education, etc. To meet its obligations, the city has hired 40 firefighter interns to add to its existing team.

(c) Requirements to establish an Ambulances Services

(i) Employees Certification:

Employees operating ambulances are required to complete a Basic Life Support (BLS) or Advance Life Support (ALS) training and maintain annual registration with the Health Professional Council of Namibia. (HPCNA).

(ii) Registration with the MOHS

Section 31 (1) of the Hospitals and Health Facilities Act, Act 36 of 1994 requires that no person shall establish, conduct or maintain a private health facility, or offer consultations to or engage in the treatment of patients or render any health service at such private health facility without obtaining a licence issued under this section in respect of such health facility, or continue to conduct or maintain such private health facility after the expiry of such license unless has been renewed in accordance with the provisions of this section. The facility to be registered as either advanced, intermediate, or Basic Life support for all. The EDS Department has already registered our facility at the Fire Brigade to use these ambulances.

(iii) Registration with NAMAFA and PSEMAS

The Municipality Health Facility must be registered annually at the Namibian Association of Medical Aids (NAMAFA) to allow Council to claim from the medical Funds in Namibia.

In addition, the municipality is required to sign a contract with PSEMAS to be able to claim directly for assistance provided on a yearly basis.

In this regard, the city has recruited administrative staff who are responsible to process claims and to keep records of all incidents.

(d) Funding of Ambulance/ firefighting services

During 2021/22, the City of Windhoek's annual budget was N\$109 795 949.00 and recorded a deficit of N\$ - 96,154 813.00. The city of Windhoek, on the other hand, imposes a variety of fees in exchange for the services it provides, but this could only generate a meagre N\$2,9 million. The Swakopmund Municipality delegation was informed that the fact that low-wage individuals make up the majority of the city's clientele, has contributed to this shortfall.

(i) Financial Performance for the City of Windhoek for the past 5 years

Financial year	2017/18	2018/19	2019/2020	2020/21	2021/22
Tariffs	3 085 927	3 783 172	3 850 686	2 348 720	2 918 053

Levy	0	0	0	0	10 723 083
Subsidy	0	00	0	0	
Deficit	-97 171 970	-93 900 165	-104 260 599	-106 735 623	-96 154 813

3. Discussion

The management committee mandated the Economic development to benchmark with the City of Windhoek before the establishment of its ambulance service. However, if the Swakopmund Municipality wants to implement the ambulance service, it must consider several factors before implementing the ambulance services viz. expanding the fire brigade's staff complement, hiring well-trained personnel, raising the fire levy, demanding government funding, etc.

Shortages of staff

Currently, there are 10 firefighters working for the Swakopmund Fire Brigade, divided into two shifts that each work a 24-hour shift. This staff oversees the two fire stations (the main fire station and the DRC fire station) at the same time, thus unfortunately cannot be assigned to operate the ambulances. The situation can become even more difficult when one employee is on annual leave, and another becomes ill.

Therefore, the council must consider hiring more employees/interns for the division to effectively implement the ambulance service.

Lack of required qualification.

For any organization to offer ambulance services, it needs to have staff that is qualified to deliver the required medical attention. Currently, only two out of ten firefighters have completed Basic Life Support (BLS) or Advance Life Support (ALS) training which is a minimal requirement for anybody to operate an ambulance. Due to this state of affairs, the Swakopmund Municipality is unable to launch the ambulance service until all staff members have received basic life support training. This level of medical care is used to assist patients until advanced life support providers can provide them with full medical care.

Therefore, the council must first consider providing training in BLS and ALS to the current firefighters to be able to provide effective ambulance services to the community.

Financing the service

As a sustainable method of financing firefighting services, the council approved the fire levy which provides funds required for the Municipality to continue offering firefighting services to the community "free of charge." For the financial year 2021/22, Council made an income of N\$700,000 from this levy against the operation expenditure of N\$ 12,213,600.00.

Therefore, Council must consider increasing this levy to generate sustainable income to provide the service.

Subsidy from the Government

Sections 12 and 13 of the Local Authorities Fire Brigade Act (Act No. 5 of 2006) require that the national government pay local authorities for the services provided, particularly in the case of the fire brigade. Sadly, according to representatives of the city of Windhoek, over the years the national government has not been eager to fund their service.

4. Conclusion

Given the foregoing, should Council decide to implement the ambulance services, it should consider hiring more firefighters or interns who are trained in basic or advanced life support to operate the ambulances. Furthermore, in order to maintain specialized standards, it is strongly advised to separate the two functions viz. ambulance service and firefighters' services as it may be difficult to hire firefighters with both qualifications.

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

RECOMMENDED:

- (a) That Council takes note of the benchmarking report from the Economic Development Services Department on their visit to the City of Windhoek on 14 March 2023.**
 - (b) That Council provides ambulance services to the community of Swakopmund and that the Economic Development Services Department be authorized to:**
 - (i) *Provide training in basic life support (BLS), advanced life support (ALS), or intermediate life support (ILS) to all its firefighters through an accredited institution/ body as a matter of urgency.***
 - (ii) *Recruit interns and contract employees with valid Basic Life Support (BLS), Advance Life Support (ALS) or Intermediate Life Support (ILS) credentials to operate ambulance functions according to the current shift system.***
 - (iii) *Increase the Fire Brigade levies on all (5) five for residential and (15) for business consumer accounts as of July 1, 2023, to finance the provision of ambulance services.***
 - (iv) *Request for a subsidy from the Central government under sections 12 and 13 of the Local Authorities Fire Brigade Act (Act No. 5 of 2006).***
-

11.1.7 **INVITATION: THE SWAKOPMUNDER KARNEVALSVEREIN (KÜSKA)**
(C/M 2023/04/27 - 7/2/3)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum 7.8 page 71 refers.

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

1. Introduction

Attached is letter from Karl-heinz Schulte, the Chairperson of the Swakopmunder Karnevalsverein commonly known as Küska. The letter serves to notify Council on the scheduled dates for the event. The letter also serves to request Council's participation and assistance in ensuring that the event is hosted successfully. The Küska (Coastal Carnival) scheduled to take place from **22 June 2023 - 1 July 2022** in Swakopmund.

2. Background

The Küska (Coastal Carnival) is one of the biggest carnivals in the country, taking place annually during June in Swakopmund. It plays an important cultural role especially for the German community in Swakopmund. This year the carnival will be organized and hosted for the 36th time under the motto "*Was ist schon Normal*" ("*what is normal*" in today's world).

3. Request from Organiser to Council

The organisers will be hosting their annual '*Narrenwecker*' on **27 May 2023**, which would require the entire main street to be closed as this will be a massive event. To help notify the public on the events planned organisers has requested Council's permission to set up signboards in the main street along with a banner in the palm trees at the corner of Daniel Tjongarero and Tobis Hainyeko during the duration of the event. As this event will attract a large audience, the organisers are also requesting Council's assistance in providing 10 rubbish bins to ensure no littering occurs.

4. Float Procession

The Swakopmunder Karnevalsverein is inviting Council to participate in the float procession on **01 July 2023**. The Traffic Services Division will be contacted for the escort of arrangements.

Council on the **30 June 2022** under item 11.1.16 resolve the following:

- (a) *That the Swakopmund Municipality participates in the float procession at the Swakopmunder Karnevalsverein (Küska) on 25 June 2022.*
- (b) *That the Crane truck, Isuzu 250 - N 8773 S, be decorated and used during the float procession and that ten (10) municipal volunteers participate and be provided with refreshments.*
- (c) *That Councillor P N Shimhanda be nominated to voluntarily participate in the float procession.*
- (d) *That the funds for refreshments and decoration of the truck (according to the theme) be defrayed from the Corporate Service's Publicity Vote: 150515533000 where N\$64 462.86 is available.*

Should approval be granted for municipal employees to participate in the carnival, the General Manager: Engineering Services is requested to avail the **Crane truck, Isuzu 250 - N 8773 S**, and a driver, to be used for the float procession on **1 July 2022**. The truck should be decorated (according to the theme - "here in the wild west") prior to the event therefore décor should be purchased at least two weeks in advance.

Due to the size of the truck, it is recommended that only ten (10) volunteers including the driver participate. Refreshments not exceeding the value of N\$ 4 500.00 should be provided by Council for the volunteers. The funds for decorating the truck refreshments be derived from Council's publicity vote.

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

RECOMMENDED:

- (a) **That Council approves the setup of signboards and a banner between the palm trees at the corner of Daniel Tjongarero and Tobias Hainyeko for the duration of the event.**
 - (b) **That the General Manager: Health and Solid Waste Management assigns 10 refuse bins to be placed at different areas where the event will be held.**
 - (c) **That the Swakopmund Municipality participates in the float procession at the Swakopmunder Karnevalsverein (Küska) on 1 July 2023.**
 - (d) **That the Crane truck, Isuzu 250 - N 8773 S or another similar truck be used during the float procession and that ten (10) municipal volunteers participate and be provided with refreshments not exceeding N\$4 500.00.**
 - (e) **That the cost of refreshments and decoration of the truck (according to the theme) be defrayed from the Corporate Service's Publicity Vote: 150515533000 where N\$237 140.13 is available.**
-

**SWAKOPMUNDER KARNEVALSVEREIN**

Postfach 1111, Swakopmund (Namibia)
Telefon: +264 64 415100 Fax: +264 64 415101
EMail: khs@fcsnam.com

The Town Clerk
Swakopmund Municipality
P.O. Box 53 Swakopmund
Namibia
swkmun@swkmun.com.na

15 March 2023

For Attention: Mrs Ailie Gebhardt

Dear Madam,

RE: KÜSKA 2022

The Swakopmunder Karnevalsverein is currently organizing the annual Karneval event, with the Motto "**Was ist schon Normal?**".

With this great event ahead of us, we require your friendly co-operation and trust that your assistance may be relied upon again.

The Karneval starts with the Prinzenball on Thursday, 22nd June 2023 and ends with the Kehraus on Saturday, 1st July 2023.

We wish to draw your attention to the following points:

1. **NARRENWECKER – Saturday, 27th May 2023**

Our annual "Narrenwecken" will be held on Saturday, 27th May 2023 from 11:00 until approx. 18:00. We require your kind assistance in the following matter:

We would like to hold the Narrenwecken in the Main Street. The closure of both lanes in front of Nedbank would be required from 8:00 until 20:00. A detailed letter will be sent out to the Traffic Department regarding the above.

We also require your permission to put up a **Banner** in the palm trees at the corner of Daniel Tjongarero and Tobias Haiyeko Street as of 21st May 2023 until the 28th May 2023.

Furthermore, your assistance is also required to provide us with **10 rubbish bins**.

2. **FLOAT PROCESSION – Saturday, 1st July 2023**

The procession is planned on the same route as the previous years.

Our 'Zugmarshall' is Gernot Russmann. He will contact your Traffic Department for finer details. Your permission to hold the Float Procession will be highly appreciated. Details about the "Umtrunk" and handing over of the town key are addressed in the Mayor's invite.

We also request the permission to put up the same signboards as last year in the Main Street for the duration of the carnival (14th May 2023 to 2nd July 2023).

It would be appreciated if you could acknowledge receipt of this letter and advise us whether the above would be in order.

Should you require further information, please do not hesitate to contact me.

Yours faithfully and 3x Küska



Karl-Heinz Schulte
(Chairman)



Swakopmunder Karnevalsverein

(Incorporated Association not for Gain)

Reg. No.: 21/2000/309

Postfach 1111, Swakopmund (Namibia)

Cell: 081 288 3395 / 081 124 6983

Umzug E-Mail: manager@kuisgebminimark.com.na

The Swakopmunder Karneval Association Invites You

To participate in our famous
Float Procession

Saturday the 1st of July 2023

“WAS IST SCHON NORMAL”

Loosely translated this means “WHAT IS ACTUALLY NORMAL”.

This is our 36th Year of the Karneval in Swakopmund.

Some ideas to the Theme this year are:

Well, it is quite simple, “WHAT IS NORMAL” in today's world!!!!!! 🤖

Let your thoughts go wild.

We ask that, when decorating your vehicle, feel free to use your imagination but keep the theme in mind. Also show respect regarding racial and adult content – we will be parading through the streets. It has also been decided that advertising of your company should be kept to a minimum and the judging will be done according to your utilisation of the theme.

PLEASE NOTE: Make sure you read and understand the Terms & Conditions set out on Page 4. Should you have any questions or queries, please feel free to contact any of the Organizers.

The SKV realizes and greatly appreciates the effort that all the participants put into decorating their vehicles and have therefore decided that we will be awarding prizes to the first three floats.

(1st Prize = N\$ 5,000.00, 2nd Prize = N\$ 3,000.00, 3rd Prize = N\$ 2,000.00)

We will again have an extra Three (3) prizes for Floats entered from Schools. (Kindergarten to Grade 7)

(1st Prize = N\$ 2,500.00, 2nd Prize = N\$ 1,000.00, 3rd Prize = N\$ 500.00)



Swakopmunder Karnevalsverein

(Incorporated Association not for Gain)

Reg. No.: 21/2000/309

Postfach 1111, Swakopmund (Namibia)

Cell: 081 288 3395 / 081 124 6983

Umzug E-Mail: manager@kuisebminimark.com.na

Should you be interested but you struggle to get ideas, please do not hesitate to contact us and we can sit down and help you. Also keep in mind that you DO NOT have to have a Truck to enter, it can be any moving vehicle, bike, etc. walking is also an Option.

The Start will be at **M&Z Motors KMHR – Lüderitz str**, and the Procession will start at 11:11. Please make sure, that you are making your way to the Start from around 10:00. Organizers need to check if all the Paperwork is in order and give your Vehicle a Participation Number.

Upon reaching the end of the procession at the SFC all vehicles/floats that have participated must be **removed from the SFC** parking lot, not later than **5 minutes** after their arrival. This is important as we must vacate the parking lot as soon as possible to create organized parking space for the arriving guests.

***We look forward to a fun year with great ideas –
come on guys let's make it a record procession
this year!!***

If you are interested, please fill in the documents below as well as the terms & conditions and the certificate of indemnity (very important) hereby attached, and email it to:

manager@kuisebminimark.com.na / manuela@hotel.na as soon as possible.

Please do not hesitate to contact us should you require any further information.

Closing Date: Friday the 23rd of June 2023

LOOKING FORWARD TO SEEING YOU AT THE FLOAT PROCESSION

Gernot Russmann
Cell: 081 124 6983

Manuela Russmann
Cell: 081 288 3395

Alli Gebhardt

From: Manager1 <manager1@Kuissebminimark.com.na>
Sent: Friday, 17 March 2023 12:07
To: Manager
Cc: manuela@hotel.na
Subject: Küska Street Procession Invite 2023
Attachments: Küska Street Procession 2023 Invite.pdf

Dear Karneval Enthusiast

Herewith, *The Swakopmund Karneval*, once again would like to Invite you, to take part at our yearly Float Procession, taking place on the *1st of July 2023.*

Attached please find your official invitation letter and all necessary documents for you to fill out, in order to take part.

Once Documents are completed, please mail it back to me as soon as possible.

We look forward, to celebrate that day with you.

Hope to hear from you soon.

Küska

Kind Regards

Kuissebmond OK MiniMark
Gernot Russmann (Owner)
+264 81 124 6983
+264 64 220399



11.1.8 **PARKING METER REGULATIONS FOR SWAKOPMUND**
(C/M 2023/04/27 - 1/1/2/28)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum 7.9 page 78 refers.

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

1. Introduction:

Council on 28 September 2017 under 13.1 resolved as follows:

That the Parking Meter Regulations be approved and be submitted to our line ministry to obtain approval from the Office of the Attorney General whereafter the regulations be gazetted.

2. Background:

The attached letter dated 22 March 2023 (Annexure "A") was received from the Directorate of Legislative Drafting Ministry of Justice informing Council through the line Ministry, that the Ministry of Justice has finalized and approved the said regulations for Swakopmund (Annexure "B"). Therefore, the Directorate is requesting Council to approve and sign off the regulations before it is delivered to the Gazette Office - Ministry of Justice's Gazette office. The regulation covers the following sections:

- definitions
- control of parking fees and payments of parking fees
- parking hours
- parking marshals
- parking specifications
- service providers
- removal and impounding of the vehicle.
- refusal of admission to the parking bay
- periodical parking discs
- offenses, penalties, and general provisions

3. Conclusion:

It is important that Council approve these regulations in order to control the use of this limited resource. Without regulation, there would be little regard for safety in our town.

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

RECOMMENDED:

- (a) That Council approves the Parking Meter Regulations.
 - (b) That the Parking Meter Regulations be submitted to the Ministry of Justice for publication in the Government Gazette
-



REPUBLIC OF NAMIBIA

MINISTRY OF JUSTICE

Tel: +264-61 280 5111

Fax: +264-61 258 959

Enquiries: Mr. R. Hengari

Email: rhengari@mol.gov.na

(Gen07/2021) 11/13/16

Tel: 0612805217

Our Ref: _____ Your Ref: _____

The Executive Director y
Ministry of Urban and Rural Development,
Private Bag 133289
Windhoek

DIRECTORATE: LEGISLATIVE DRAFTING

Private Bag 13302

WINDHOEK

NAMIBIA



22 March 2023

Attention Ms. G Mubumbe

RE: PARKING METER REGULATIONS FOR SWAKOPMUND MUNICIPALITY.

1. The above matter refers.
2. Attached please find a reprint of the regulations as requested together with a copy thereof certified for publication purposes.
3. After both documents have been signed by the Minister, kindly submit the certified documents to the *Gazette* Office, Ministry of Justice, 2nd Floor, Justitia Building, Independence Avenue, and file the other documents for record purposes.

We trust that the above is in order.

Yours faithfully,

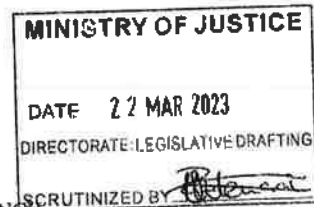
R Hengari

Directorate: Legislative Drafting

1

GENERAL NOTICE

SWAKOPMUND MUNICIPAL COUNCIL



No.

2023

PARKING REGULATIONS: SWAKOPMUND MUNICIPAL COUNCIL: LOCAL
AUTHORITIES ACT, 1992

Under section 94(1) of the Local Authorities Act, 1992 (Act No.23 of 1992), read with section 92(1) of the Road Traffic and Transport Act, 1999 (Act No.22 of 1999) and with the approval of the Minister of Works and Transport, the Municipal Council of Swakopmund has made the Regulations set out in the Schedule.

CHAIRPERSON

BY ORDER OF THE COUNCIL

Swakopmund,

2023

SCHEDULE

ARRANGEMENT OF REGULATIONS

1. Definitions
2. Control of parking
3. Parking fees and payment of parking fees
4. Parking hours
5. Parking marshal

6. Parking specifications
7. Service provider
8. Removal and impoundment of vehicle
9. Refusal of admission to parking bay
10. Periodical parking discs
11. Offences, penalties and general provisions

Annexure 1

Definitions

1. In these regulations, a word or expression to which a meaning has been assigned in the Road Traffic and Transport Act, Act 22 of 1999 has that meaning and unless the context otherwise indicates -

“authorised officer” means a traffic officer or traffic warden, appointed in terms of section 11 of the Act, including a member of the Namibian Police Force and a traffic or peace officer duly appointed by the Council;

“Council” means the council of the municipality of Swakopmund;

“handheld device” means a portable multiple parking meter operated by a parking marshal, which when activated, issues a receipt, that registers the particulars reflected on that meter;

“owner”, in relation to a vehicle, means -

- (a) a person having the right to the use and enjoyment of the vehicle in terms of the common law;
- (b) a person having the right to the use and enjoyment of the vehicle under a contract with the title holder, including for any period during which such person fails to return the vehicle to the title holder when required to do so in terms of any condition of such

contract; or

- (c) a motor vehicle dealer who is in possession of a vehicle for the purpose of sale, and who is indicated as the owner of the vehicle in any document of registration issued in accordance with the Road Traffic and Transport Act, 1999 (Act No. 22 of 1999);

“park” in relation to a vehicle, means to keep a vehicle, whether occupied or not, stationary for a period of time greater than is reasonably necessary for the actual loading or unloading of persons or goods, except if such vehicle is stationary for a reason beyond the control of the person in charge of the vehicle;

“parking area” means any area of land demarcated by Council for use of parking of vehicles by members of the public, whether or not charges are prescribed by these regulations;

“parking bay” means an area off the road surface of a public road or within a parking area demarcated by the Council with an appropriate road traffic sign or road markings within which a vehicle is to be parked;

“parking fees” means the fees in Annexure 1 determined by the Council in terms of regulation 2(b) as fees payable to Council or a service provider for a specified period by a person parking any vehicle or causing any vehicle to be parked in any parking bay or parking area;

“parking hours” means the hours when parking fees are payable for parking in a demarcated parking bay;

“parking marshal” means a person employed by the Council or a service provider for the purpose of rendering a parking services in terms of these regulations;

“parking period” means the maximum continuous period of time during which a vehicle is permitted to park in a parking bay or a parking area, as indicated by a road traffic sign or road marking, or, in respect of a parking bay, the period indicated on the parking receipt;

“parking receipt” means the printed receipt issued for parking fees payable in respect of a

particular vehicle's parking for a specified parking period on a parking bay;

"service provider" means a person or legally constituted entity which on behalf of the Council, collects parking fees under a contract with the Council;

"vehicle" means a vehicle as defined in the Road Traffic and Transport Act, 1999 (Act No. 22 of 1999);

"the Act" means the Local Authorities Act, 1992 (Act No. 23 of 1992)

Control of parking

2. (1) The Council may -

- (a) in terms of section 30(1)(m) of the Act, establish and maintain parking bays and parking areas for the parking of vehicles in its area of jurisdiction;
- (b) from time to time, determine in terms of section 30(1)(u) of the Act parking fees payable in respect of vehicles parking in parking bays or parking areas referred to in paragraph (a);
- (c) collect and receive parking fees for vehicles parked in parking bays or parking areas referred to in paragraph (a); and
- (d) appoint a service provider on contract to manage parking and to collect and receive any parking fees on its behalf.

(2) An authorised officer may -

- (a) in a case of an emergency; or
- (b) in the public interest,

direct and regulate traffic on an area of land used as a parking area by the public or a number of persons who are or allowed to use such land.

Parking fees and payment of parking fees

3. (1) The Council may by road traffic signs or road markings contemplated in Annexure 1, indicate the parking hours during which parking fees are payable in respect of vehicles parked in a parking bay or parking area referred to in regulation 2(1).

(2) The Council may determine parking fees in relation to -

- (a) the period of time a vehicle is parked;
- (b) the type and size of the vehicle parked;
- (c) the location of the parking bay or parking area;
- (d) the different days and times of day when the vehicles are to be parked; and
- (e) any other matter which the Council may consider as relevant to achieve the purpose of these regulations.

(3) The parking fees may differ among parking bays and parking areas located in separate locations within the area of jurisdiction of the Council.

(4) The driver of a vehicle must, at the commencement of the parking period and before he or she departs from his or her vehicle, pay to the parking marshal responsible for the parking bay the parking fee for the selected period which a vehicle is parked on a parking bay.

(5) If a driver referred to in subregulation (4) fails to make such payment, the owner of such vehicle must pay the parking fees for parking in that parking bay.

(6) The driver of a vehicle referred to in subregulation (4) must make payment of the fees relevant to the vehicle in respect of parking in accordance with regulation 5(1) in cash and in the Namibian currency.

(7) The Council may introduce systems for the pre-payment of parking fees, by means of a periodical parking fee.

(8) The Council must determine and resolve on the periodical parking fees referred to in subregulation (7).

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(9) Despite subregulation (4) and regulation 4(4) the driver, owner or person causing a vehicle to be parked in a parking bay or parking area in respect of the following vehicles may not pay parking fees -

- (a) an ambulance;
- (b) a fire-fighting vehicle;
- (c) a rescue vehicle, being a motor vehicle constructed or adapted for use primarily for rescue work owned or controlled by the State, a local authority council, a regional council or any organization approved by the Minister and which is registered as a rescue vehicle;
- (d) a civil defence vehicle, being a motor vehicle used by a person while engaged in civil defence as contemplated in the Civil Defence Ordinance, 1979 (Ordinance 3 of 1979);
- (e) a security service vehicle;
- (f) any other vehicle determined by the Minister responsible for transport by notice in the Gazette, and bearing such marks and fitted with such sounding devices and identification lamps as are prescribed;
- (g) any vehicle of the Namibian Police Force;
- (h) a vehicle driven by an on-duty authorised officer;
- (i) a vehicle that is the property of the Council, provided it displays the official code or arms or other appropriate marking approved of by the Council;
- (j) a vehicle which displays a valid periodical parking disc to which the parking fees been pre-paid; and
- (k) a vehicle driven by a person who is exempted under the Road Traffic and

Transport Act.

(10) A person may not, by virtue of the payment of parking fees or possession of a periodical parking disc, park a vehicle in contravention of the of these regulations or any other law or road traffic sign or road marking regulating or prohibiting, including parking of -

- (a) vehicles between specified hours;
- (b) specific categories of vehicles;
- (c) vehicles for periods in excess of specified time periods; or
- (d) any vehicle, where the parking or stopping of such vehicle would otherwise be in contravention of any provisions of the Road Traffic and Transport Act.

(11) The Council, its employees or the service provider or its employees may not by virtue of the payment of parking fees or possession of a periodical parking disc be held liable for -

- (a) injuries to any person who is on or near a parking bay or parking area; or
- (b) any loss or damage caused to a vehicle, accessories or content of a vehicle parked in a parking bay or parked on or near a parking bay or parking area.

Parking hours

4. (1) The Council may in accordance with section 30(1)(m) of the Act determine the parking hours for which parking fees referred to in regulation 2(1)(u) are payable.

(2) The Council may determine the parking hours in relation to -

- (a) specific parking bay, a group of parking bays or parking areas;
- (b) the type and size of the vehicles to be parked;
- (c) the location of the parking bays or parking areas;
- (d) the different days and times of day when the vehicles are to be parked; and

- (e) any other consideration which the Council may regard as relevant to achieve the purpose of these regulations.
- (3) The parking hours may differ among parking bays and parking areas located in separate locations within the Council's area of jurisdiction.
- (4) A person may not park, cause or permit a vehicle to be parked in a parking bay in excess of the parking period reflected on the parking receipt.
- (5) A person who parks or cause or permit a vehicle to be parked in a parking bay, must pay the applicable parking fees for the time that such vehicle is parked on a parking bay.
- (6) A person who contravenes subregulation (4) and (5) commits an offence and is on conviction liable to fine of N\$500 or imprisonment for a period not exceeding three months or to both such fine and such imprisonment.

Parking marshals

- 5. (1) A person who parks or causes or permits a vehicle to be parked in any parking bay for any period within the parking hours must, at the same time of parking, submit or cause to be inserted to the parking marshal the vehicle's registration number and the anticipated period of parking which will activate the parking period.
- (2) A parking marshal is responsible for 10 to 15 parking bays in a parking area.
- (3) If the driver exceeds the anticipated period contemplated in subregulation (1), the driver must pay to the parking marshal the parking fees still due for any unpaid parking period.
- (4) The parking marshal must in respect of each vehicle parking on a parking bay -
 - (a) enter the vehicle's registration number and the anticipated parking period into the hand held device;
 - (b) upon receipt of the parking fees, print or cause to be printed a parking receipt and hand that over to the driver or person parking the vehicle;

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- (c) take all reasonable steps to ensure the handheld device is correctly operated and ensure the correct data of a vehicle parked in a parking bay is recorded; and
- (d) charge parking fees to a vehicle until the expiry of the parking hours on the specific day, if the vehicle remains parked despite the expiry of the parking period for which parking fees were paid.

(5) The obligation to pay a parking fee to a parking marshal as contemplated subregulation (1) applies only during such hours as the Council may determine.

(6) A parking marshal must once a vehicle is driven off the parking bay remove that vehicle's information on the quick park terminal.

(7) Despite subregulation (1), a person may park a vehicle in a parking bay without payment of the parking fee, if a handheld device is out of order or is unable to issue a receipt and the parking marshal in charge at that parking bay must issue a certificate, confirming that device is out of order, to that person and that person must place that certificate on the dashboard of that vehicle in such a way that it is clearly visible from outside.

Parking specifications

6. (1) If by reason of the length of any vehicle, such vehicle cannot be parked only within a demarcated parking bay, such a vehicle may be parked in a manner which is intruding upon an adjoining parking bay, and a person parking in such a manner is liable for payment of parking fees in respect of all the parking bays occupied by his or her vehicle.

(2) The Council may, when it becomes necessary or expedient to do so in the interest of the managing parking or the control and regulation of traffic, place or erect road traffic signs prohibiting parking at any parking bays or parking areas.

(3) A person may not park, cause or permit a vehicle to be parked in a parking bay or parking area in contravention of the traffic signs referred to in subregulation (2).

Service provider

7. (1) The Council may by agreement appoint a service provider who must on behalf of the Council, manage parking in parking areas and collect parking fees on behalf of the Council, in respect of a particular parking bay.

(2) The -

(a) appointment of a service provider; and

(b) acceptance of the appointment by the service provider

must be in writing and indicate the terms and conditions agreed upon between the Council and the service provider.

(3) An appointed service provider must -

(a) employ sufficiently trained parking marshals to effectively perform their duties in the management of parking in parking bays, including their interaction with the public and the collection of parking fees; and

(b) implement operating systems to effectively manage, collect and account for parking fees payable for vehicles parked in parking bays and parking areas.

(4) A person who parks or causes or permits a vehicle to be parked in any parking bay or parking area established in terms of regulation 2(1)(a) must pay the parking fees determined under regulation 2(1)(b), to the parking marshal appointed by the Council or a service provider appointed as contemplated in subregulation (1).

(5) An appointed service provider must issue each person employed and appointed as a parking marshal an appointment Id card, which -

(a) displays the full names, identity number and a current passport-type photograph of the person; and

(c) display such other information as the Council may determine.

(6) A person appointed as a parking marshal must at all times when performing his or her duties -

- (a) keep his or her appointment card in his or her possession and display it in a manner visible to the public; and
- (b) produce the appointment card to a member of the public whom he or she engages in pursuance of these regulations and to any authorised officer, upon request.

Removal and impoundment of vehicle

8. (1) If a vehicle -

- (a) has been parked in a parking bay, a parking area or on a public road in contravention of these regulations and that conduct has not been restored at the direction of an authorised officer; or
- (b) is considered to be abandoned in terms of these regulations,

that vehicle may be removed or caused to be removed or impounded and kept by the Council.

(2) If a vehicle has been parked in the commission of a crime, the owner bears the costs -

- (a) of removal;
- (b) of impoundment;
- (c) for storage;
- (d) incurred by the council to trace that owner; and
- (d) any parking fees,

incurred by such vehicle for a period not exceeding six months.

(3) Council may retain a vehicle referred to in subregulation (1) until such time as the expenses and the parking fees referred to in subregulation (2) have been paid.

(4) The Council may deal with a vehicle that has been removed and impounded as contemplated in subregulation (1) as provided for in regulation 355 under the Road Traffic and

Transport Act, which regulations apply with the necessary changes required in the context of these regulations.

Refusal of admission to parking bay

9. (1) An authorised officer or a parking marshal may refuse to admit a vehicle to a parking bay or area.
- (2) After the refusal referred to in subregulation (2) a person may not park or cause or permit a vehicle to be parked in a parking bay or parking area, if such vehicle -
- (a) with or without any load is by reason of its length, width, height or weight likely to cause damage to persons or property or to cause an obstruction or undue inconvenience within the parking bay or parking area; or
 - (b) has accumulated unpaid parking fees in terms of these regulations.

Periodical parking discs

10. (1) The Council or the service provider may in respect of a demarcated parking bay within a parking area issue, on payment of a fee, a parking disc entitling the holder of that disc to park the vehicle specified in that disc in any available parking lot or parking bay under the control of that service provider, for the period indicated on that parking disc.
- (2) The service provider referred to in subregulation (1) may issue a parking disc which is valid for a period of one, three, six, nine or twelve months.
- (3) The parking disc contemplated in subregulation (1) is not transferable to another person or another vehicle.
- (4) An owner of a vehicle who intends to acquire a parking disc as contemplated in subregulation (1) must apply in writing to the service provider or the Council.

(5) The holder of a parking disc issued in terms of subregulation (1) must affix that disc to the windscreen of the vehicle in respect of which it is issued in such manner and place that its written or printed context is legible from the outside of that vehicle and the parking disc must be visible to a person standing in front or to the left in front of that vehicle.

(6) The holder of a parking disc contemplated in subregulation (1) must before the date of expiry appearing on that disc, but not more than 30 days before that date, apply to the service provider for the renewal of that disc.

(7) If the holder of a parking disc contemplated in subregulation (1) fails to comply with subregulation (5) the disc expires.

(8) The service provider may withdraw a periodical parking disc issued, in the event of –

- (a) any misrepresentation, dishonesty or other misconduct being made in the application referred to in subregulation (1);
- (b) the misuse of the periodical parking disc; or
- (c) conduct by the holder of the periodical parking disc, which amounts to a repeated or disregard for these regulations or the non-compliance with traffic laws in general.

(9) If a periodical parking disc is withdrawn in terms of subregulation (5), the holder is entitled to a refund of a pro-rated parking fees paid for the periodical parking disc.

(10) The display of a valid periodical parking disc on a vehicle exempts the person parking such vehicle from the payment of parking fees, provided that the vehicle is parked in terms of the conditions on which the parking disc has been issued and in compliance with these regulations.

Offences, penalties and general provisions

11. (1) A person or driver in charge of a vehicle commits an offence if that

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person or driver -

- (a) parks a vehicle in contravention of these regulations;
- (b) intimidates, prevents, interferes with or harasses a parking marshal or an authorised officer in the exercise of his or her duties in terms the parking management system or under these regulations;
- (c) jerks, knocks, shakes, damages or in any way interferes with a road traffic sign relating to a parking bay or parking area;
- (d) defaces, soils, obliterates or renders less visible or interferes with any road traffic sign, notice board, road markings, other marks painted on the roadway, or any legend, sign, or notice affixed or erected in pursuance of the purposes of these regulations;
- (e) parks, causes or permits a vehicle to be parked in a parking bay across any painted road surface markings of the confines of the parking bay or in such a position that the vehicle is not be entirely within the area demarcated for the parking bay;
- (f) parks, causes or permits a vehicle which is not intended for commercial loading and unloading purposes to be parked in an area or parking bay demarcated for commercial loading purposes;
- (h) parks, causes or permits a vehicle which is out of order or which is for any reason incapable of movement, to be parked in a parking bay or parking area;
- (i) parks, causes or permits a vehicle to be parked in a parking bay, a parking area or elsewhere on a public road in such a manner that it obstructs or is likely to obstruct or cause a danger to the vehicular or pedestrian traffic flow at or near the vehicle;
- (j) parks, causes or permits a vehicle to be parked in a parking bay or a parking area for an uninterrupted period of more than seven days in the same place without a valid license number affixed or a valid license disc displayed on the vehicle or with a license number or licence disc which in the opinion of an

authorised officer is false;

- (k) parks, causes or permits a vehicle to be parked in any parking bay without paying the parking fees applicable to such parking bay;
- (l) fails to submit or causes to be inserted by a parking marshal his or her vehicle's details into a handheld device;
- (m) fails to place the parking receipt for the parking fees on the vehicle's dashboard to be visible from the outside;
- (n) fails to pay parking fees after being requested by the marshal to pay such fees;
- (o) disregards an instruction of an authorised officer; or
- (p) proceeds to drive a vehicle into a parking bay or parking area after having been refused access of such parking bay or parking area by an authorised official.

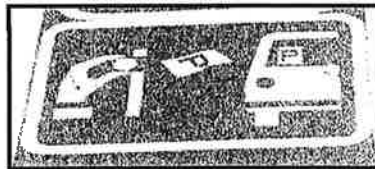
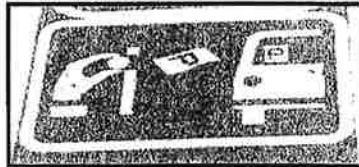
(2) A person who contravenes these regulations commits an offence and is on conviction liable to fine of N\$500 or imprisonment for a period not exceeding three months or to both such fine and such imprisonment.

(3) Despite subregulation (1)(j) a person may park a vehicle in excess of the period referred to in subregulation (1)(i), if such vehicle after having been parked in a parking bay, develops a mechanical defect which immobilizes it and if the person in control of the vehicle has actively taken reasonable steps to have the vehicle repaired or removed as soon as possible.

(4) If a person parks a vehicle in excess of the period contemplated in subregulation (1)(i) such a vehicle is deemed to be abandoned by the owner and the vehicle may be dealt with as an abandoned vehicle and be removed by or on behalf of the Council.

Annexure 1

Regulation 3(1)



11.1.9 **UNSOLICITED APPLICATIONS FOR LARGE PORTIONS OF LAND**
(C/M 2023/04/27 - 16/1/4/2/1/14)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum 7.10 page 96 refers.

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

1. **Introduction**

The purpose of this submission is to inform Council of the following decision passed on **30 August 2021**, under item 11.1.15 based on Council continuously being inundated with applications for large portions of land:

That an advert be placed in the newspapers informing the public not to submit unsolicited applications for land since all land will be advertised.

The complete decision is attached as **Annexure "A"**.

2. **Current Situation**

The attached press release was published after the said decision was passed in 2021 (**Annexure "B"**).

Notwithstanding the above, Council is still being inundated with enquiries / applications for large portions of land for mostly township development.

As and when the northern townships become available for the installation of services, Council will invite proposals if need be for the services installations of the townships.

3. **Proposal**

It is proposed that Council again reminds the public of the press release regarding unsolicited applications for townships developments in terms of Council's decision passed on **30 August 2021**.

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

RECOMMENDED:

That Council again issues the press release regarding unsolicited applications for large portions of land for township development in terms of Council's decision passed on **30 August 2021** under item 11.1.15.

Municipality of Swakopmund



PRESS RELEASE

Municipality of Swakopmund position on applications for land in Swakopmund

Namibia is experiencing rapid urbanisation in most major towns and Swakopmund has been no different. Municipalities cannot keep pace with the increased migration due to a combination of factors. The result has been uncontrolled growth of informal settlements and an acute increase in demand for serviced land for residential and business purposes. Local authorities cannot overcome these challenges without the assistance of the private sector and the intervention of Government.

Swakopmund Municipality has been inundated with requests for large parcels of land from the private sector for the development of townships. Processing and considering applications is time consuming and places a high demand on Council's human resources meaning there is less time for planning and execution of strategic objectives. Many such applications have been approved; however, the results have not always been satisfactory for different reasons.

Developers who have been allocated land (for eg township development, Urban Agriculture, Tertiary purposes and housing) by Council and have not completed them yet, will be kept strictly to the agreed timeframes and terms and conditions applicable to their projects. Council also requires monthly updates from these developers to avoid developmental bottlenecks.

Council has now decided to re-establish control over all facets of urban growth in pursuit of its objective of providing a continuous supply of affordable serviced land for all purposes, eg residential, commercial/industrial, agricultural and aquaculture.

In furtherance of the stated objective, Council has decided that it will no longer entertain unsolicited bids/proposals/requests for land from the public for the foreseeable future as per the resolution below.

- (a) That an advert be placed in the newspapers informing the public not to submit unsolicited applications for land since all land will be advertised.
- (b) That Council approves the following transparent and easily implementable process for the allocation of land for private developers in terms of section 7 of the Property Policy as follows:
 - (i) Council directs what type of development it plans in the different unplanned areas for a given period.
 - (ii) Council identifies land which it intends to reserve for itself to ensure that Council can make good on its mandate to control the development and sale of affordable land and housing.
 - (iii) Council identifies land in specific areas to make available for private developers.
 - (iv) The size of the portions to be awarded to developers be confirmed in each area.
 - (v) Council sets out the qualifying criteria (e.g. the relevant experience of the entity in similar developments, the skill and ability of the professional teams, the content of their proposal, the cost of the housing and the ability of the developer to raise the required finances) that developers need to meet in order to participate in any call for proposals.
 - (vi) Council confirms what form the application or proposal should take and the manner and method to be used to objectively assess and select successful candidates.

The public is therefore requested to refrain from seeking audiences with Council and submitting applications to purchase or develop land for housing or townships. All land which Council intends to lease or sell to the public will be advertised to ensure that everyone has an equal and fair opportunity to compete.

Council is developing a framework to ensure a steady and reliable supply of satisfactorily serviced residential and commercial erven, so that Swakopmund remains an enabling environment for its citizens and prospective investors equally.

The framework consists of a Development Manual, Town Planning procedures as well as criteria and conditions for the sale of and development of land. These will be amended from time-to-time to suit each project or special objectives eg reduced prices or rates & taxes to encourage investment.

On 27 January 2022
under item 11.1.2 Council
amended this part of the
decision.

The public will also be clearly informed of relevant conditions applicable to transactions and the reasons for those conditions.

Council will identify land and advertise for sale/call for development proposals based on the criteria and considerations stipulated below:

1. Location
2. Purpose eg
 - a) Complete township, or
 - b) Business
 - c) Agri/Mari/Aquaculture and mixed urban agriculture
 - d) High density/General Residential
 - e) Public entertainment/Parks/Public amenities
 - f) High/Middle/Low Income Residential
 - g) Religious, Medical, Educational, Social welfare
 - h) Small Industrial large or Noxious Industrial
3. Size
4. Price
5. Conditions
6. Minimum standards of services
7. Compliance conditions for completion of the project
8. Qualifying criteria for developers (e.g. the relevant experience of the entity in similar developments, the skill and ability of the professional teams, the content of their proposal, the cost involved and the ability of the developer to raise the required finances).
9. Form the application or proposal should take, and
10. The manner and method to be used to objectively assess and select successful candidates.

ANNEXURE "B"

11.1.15

DEVELOPMENT CONCEPT: NORTHERN BLOCKS

(C/M 2021/08/30 - 16/1/4/2/1/14)

RESOLVED:

- (a) That an advert be placed in the newspapers informing the public not to submit unsolicited applications for land since all land will be advertised.
- (b) That Council approves the following transparent and easily implementable process for the allocation of land for private developers in terms of section 7 of the Property Policy as follows:
- (i) Council directs what type of development it plans in the different unplanned areas for a given period.
 - (ii) Council identifies land which it intends to reserve for itself to ensure that Council can make good on its mandate to control the development and sale of affordable land and housing.
 - (iii) Council identifies land in specific areas to make available for private developers.
 - (iv) The size of the portions to be awarded to developers be confirmed in each area.
 - (v) Council sets out the qualifying criteria (e.g. the relevant experience of the entity in similar developments, the skill and ability of the professional teams, the content of their proposal, the cost of the housing and the ability of the developer to raise the required finances) that developers need to meet in order to participate in any call for proposals.
 - (vi) Council confirms what form the application or proposal should take and the manner and method to be used to objectively assess and select successful candidates.
- (d) That Council approves that portions of land as per the table below be allocated for the stipulated purposes.
- (e) That Council calls for development proposals based on the land identified and the criteria stipulated be issued before the end of October 2021:

Portion	Main Usage	Development
175	Business & General Residential (mirror the business layout of the townships to the south of the dividing road).	Council
176	Business & General Residential (mirror the business layout of the townships to the south of the dividing road).	Council
170	High / Middle Income Erven (previously cemetery)	Council
171	Cemetery and Park	Council
172	Middle / Low Income Residential (including large institutional erf)	10 ha to Namibia Oysters (Pty) Ltd in exchange for Prt 96
168	Middle Income Residential	Private developers
167	Middle Income Residential	Private developers
165	Low Income Residential / Industrial	Not in line with Structure Plan but is the furthest away so less nuisance
166 ū	Low Income Residential	Private developers
166 ū	Low Income Residential	Private developers
172	Low Income Residential	Private developers
174	Middle Income Residential	Private developers

- (f) That the General Manager: Engineering and Planning Services prioritises the layout design for the first portion No 174 of the Northern Wedge.
- (g) That funds be made available for the layout as required.

On 27 January 2022 under item 11.1.2 Council amended this part of the decision.

On 27 January 2022 under item 11.1.2 Council amended this part of the decision.

11.1.10 **40/40 HOUSING PROJECT (CREDIT-LINK) AND REQUEST TO WAIVE PRE-EMPTIVE RIGHT OVER ERF 1426, MATUTURA, EXTENSION 7 (C/M 2023/04/27 - E 1426 M)**

Ordinary Management Committee Meeting of 13 April 2023, Addendum 7.11 page 101 refers.

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

1. INTRODUCTION

This submission serves to request Council to consider waving its pre-emptive right over Erf 1426, Matutura to a third party.

An application dated 28 November 2022 attached as Annexure "A", was received from Mr Shikongo requesting the pre-emptive right over Erf 1426, Ext. 7. The motivation is discussed under point 3 below.

2. BACKGROUND

During 2019, the Swakopmund Municipality allocated Erf 1426, Matutura, Ext. 7 to Mr Shikongo (ID No 81051410754 as indicated on Annexure "B"). This transaction forms part of the 40/40 housing project (credit-link). A Deed of Donation (Annexure "C") was signed between the parties on 09 and 11 September 2019 respectively.

On 18 June 2020, a letter from Messrs Koep and Partners confirmed the transfer of Erf 1426 to Mr Shikongo (Annexure "D"). On 01 October 2020, a building completion certificate was received from the Department of Engineering and Planning Services (Annexure "E").

3. APPLICATION

Mr Shikongo is requesting to sell Erf 1426, Matutura to a third party because he has financial challenges and is struggling to pay his monthly instalments (mortgage bond) to Standard Bank. He was retrenched from work on 31 April 2020 (Annexure "F") and is finding it difficult to settle his monthly payment with the bank and taking care of two children. Attached is a sworn declaration as indicated Annexure "G" declaring that he is unemployed.

4. CURRENT SITUATION

Mr Shikongo states that he is unable to pay his municipal rates and taxes which is N\$ 19 758.67 (Annexure "H") and increasing every month. He is frustrated and does not understand how the water bill fluctuates when nobody is staying at the house. He moved to Tsumeb and submitted proof of the arrears.

On **25 January 2023**, an email (**Annexure "I"**) was received from an estate agent with a sole mandate to sell Erf 1426 on behalf of Mr Shikongo. Mr Shikongo is in arrears of **N\$ 76 331.76** excluding an instalment of **N\$3 502.81**. The outstanding balance on his loan account amounts to **N\$348 525.49**. Proof of his arrears is attached as **Annexure "J"**.

Mr Shikongo is in the process of selling Erf 1426, Matutura to Mr Negonga (**Annexure "I"**). Mr Negonga has already paid **N\$10 752.50** for bond cost to Messrs Koep and Partners and **N\$7 578.00** transfer cost to Messrs Weder, Kauta and Hoveka i.e, a total of **N\$18 330.50**.

5. PREVIOUS COUNCIL RESOLUTIONS

Council's main goal is to restrict the sale of properties to the third parties, to protect the public, prevent speculation and to educate the public on the importance of owning fixed property. Council should accept the offer within sixty (60) days of the written application and be entitled to purchase the property at the price that a price equal to the agreed cost of construction. On **28 July 2022**, Council passed the following resolution under item 11.1.13 as follows:

That Council accepts the merit of the application by Mr I Shiimbashike. Council waives the pre-emptive right and permits the sale of Erf 7133, Mondesa to a third party.

6. DISCUSSION

In terms of clause 4.1.1 of the agreement Mr Shikongo was supposed to obtain written consent from Council before entering into an agreement with a third party. Clause 4.1.1 is quoted below:

"The Donee shall not be entitled to alienate the Property or any portion thereof within a period of 10 (Ten) years from the date of registration of transfer of the Property into the name of the Donee, without the prior written consent of the Donor."

The Housing Section aims to deliver land for low-income earners and apply the set conditions to be followed for the successful administration thereof. The following criteria are set to manage the land delivery process when beneficiaries request for a waiver of Council's pre-emptive right on properties:

- that the third party should be a first-time homeowner
- earns an income set for a specific project.
- and that the third party applied for housing applications and that the name appears on the Master Waiting List.

This is to continue reducing the number of people still waiting for land allocation and for fairness and transparency.

Mr Negonga already paid the bond and transfer costs which makes it difficult to not allow Mr Shikongo to sell Erf 1426, Matutura to Mr Negonga. Also taking into consideration the accumulated debt for rates and taxes of **N\$18 330.50** and with an arrear amount of **N\$76 331.76** on the loan account at Standard Bank.

7. CHALLENGES OF THE THIRD PARTY

- *Mr Negonga never applied for housing and does not appear on the Master Waiting List.*
- *Mr Negonga already paid bond and transfer costs to the lawyers.*

8. PROPOSAL

Mr Shikongo is unable to settle his monthly payment with Standard Bank and his municipal bills which keeps accumulating every month. In allowing the waiver of the pre-emptive right of Erf 1426, Matutura Council will assist Mr Shikongo to become debt free.

It is proposed that Council waives the pre-emptive right on Erf 1426, Matutura to allow Mr Shikongo to sell Erf 1426, Matutura to a third party that meets the criteria stated under point 6 above. This is to avoid creating a precedent where Council allows a beneficiary to sell their house to a third party without following the conditions set in the agreement.

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

RECOMMENDED:

- (a) That Council waives the pre-emptive right registered over Erf 1426, Matutura and allow Mr Shikongo to sell Erf 1426, Matutura, Ext. 6 to a third party who meets the following criteria in order for him to become debt-free:
- *That the third party should be a first-time homeowner*
 - *Earns an income set for a specific project.*
 - *That the third party applied for housing applications and that the name appears on the Master Waiting List.*
- (b) That Mr Shikongo 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.
-

Mr. Paulus K. Shikongo
for [signature]
8/12/22

Mr. Paulus K. Shikongo
 P.O. Box 688
 Tsumeb
 Namibia
 28 November 2022

THE CHIEF EXECUTIVE OFFICER MR. ALFEUS BENJAMIN
 THE MUNICIPALITY OF SWAKOPMUND
 P.O. BOX 53
 SWAKOPMUND
 NAMIBIA



DEAR THE CHIEF EXECUTIVE OFFICER MR. ALFEUS BENJAMIN.

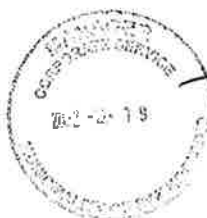
I Paulus Kaupuwai Shikongo ID NO:81051410754, would herewith like to ask your good office to kindly consider the waving of the Period of pre-emptive right ten years, as I need to sell the erf 1426 Matutura that is registered in my name due to financial challenges.

I am struggling to pay my monthly installment as agreed between myself and Standard Bank Bond and the only solution I have to date is to rather sell the property in order to settle my Standard Bank bond and clear my outstanding arrears with the services of the Municipality of Swakopmund. I am unemployed at this moment and I can't be able to pay the bank and Municipality bills. I have two kids that I am looking after and is so difficult to take care of them.

If the above is favorably considered, kindly please invite me for audience for furtherance of the matter.

Yours Sincerely

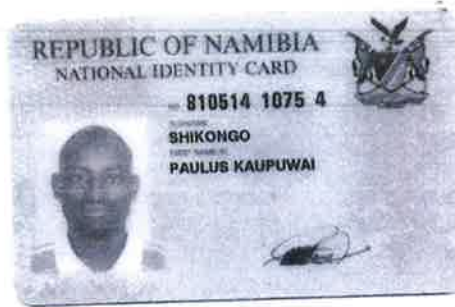
[Signature]
 Paulus Kaupuwai Shikongo
 081 647 3125



→ COCP
 for m/c

Peter Newberg
21-11-22

ANNEXURE "B"



DEED OF DONATION

**MEMORANDUM OF DEED OF DONATION MADE AND ENTERED INTO
BY AND BETWEEN**

THE MUNICIPAL COUNCIL OF SWAKOPMUND
(hereinafter referred to as "the DONOR")

And herein represented by **ALFEUS BENJAMIN**

And

ERKKIE SHITANA OR KLEOPAS JASON NGWENA

(in their respective capacities as **CHIEF EXECUTIVE OFFICER**
and **CHAIRPERSON: MANAGEMENT COMMITTEE OR ALTERNATE**
CHAIRPERSON OF THE MANAGEMENT COMMITTEE)

acting by virtue of the powers granted by Section 31 (1) of the Local
Authorities Act, No 23 of 1992 (as amended).

OF THE ONE PART

And

PAULUS KAUPUWAI SHIKONGO

Identity Number 810514 1075 4

Single

(hereinafter referred to as "the Donee")

RECORDAL:

- a) The Donor is the registered owner of the Property hereinafter referred to.
- b) The Municipality of Swakopmund ("the Municipality") introduced a Housing Project and has appointed **Güther's Maintenance CC** to implement and administer the Programme.
- c) The Donor is to avail land under the Programme.
- d) The Donor has serviced the Property.
- e) The Donee undertook to reimburse the Municipality with a nominal fee of N\$1,000.00 in cash in respect of the costs expended by the Donor in servicing the Property.
- f) The Municipality has funded the acquisition of the Property by the Donee and the costs of improving the Property.

NOW THEREFORE IT IS RECORDED AS FOLLOWS:

1.

The recordal above shall be regarded as being part and parcel of this agreement.

2.

Subject to the terms and conditions contained in this Deed of Donation, the Donor hereby donates to the Donee, who hereby gratefully accepts the following property together with all improvements thereon in full and free property: -

Handwritten signatures and initials. There are three distinct signatures. One signature appears to be 'Güther' with a large 'G'. Another signature is 'Law' with a large 'L'. A third signature is 'PKS' with a large 'P'. There are also some smaller initials and marks.

CERTAIN Erf No. 1426. SWAKOPMUND
Extension No 7, MATUTURA

SITUATE In the Municipality of SWAKOPMUND
Registration Division "G", ERONGO REGION

MEASURING 535 Square Meters

(hereinafter referred to as "the Property")

3.

- 3.1 This agreement is entirely subject to the suspensive condition that the Donee enters into a loan agreement with a financial institution, recording the repayment of the costs to construct a residential dwelling on the property, before the date of registration of transfer of the Property into the name of the Donee.
- 3.2 Failing fulfillment of the abovementioned condition this agreement shall lapse and become nil and void.

4.

- 4.1 This agreement shall further be subject to the following conditions imposed in favour of the Donor, namely:
- 4.1.1 The Donee shall not be entitled to alienate the Property or any portion thereof within a period of 10 (Ten) years from the date of registration of transfer of the Property into the name of the Donee, without the prior written consent of the Donor.
- 4.1.2 The abovementioned restraint against alienation of the Property by the Donee shall be binding on the Donee's successors-in-title.

[Handwritten signatures and initials]
W
K
P
K
S
L
O
U
P

4.1.3 For as long as the Donee is restrained from alienating the Property in terms of clause 4.1.1 above, the Property shall be occupied as a residential dwelling by the Donee personally and his/her immediate family only.

4.1.4 The Donee shall not be entitled to rent out the Property or any portion thereof for as long as the Donee is restrained from alienating the Property in terms of clause 4.1.1 above.

5.

Possession of the Property hereby donated will be given to and taken by the Donee on the date of registration of transfer of the Property into the name of the Donee, as from which date the Donee will be subject to all risks and will be entitled to all benefits accruing from the Property and will at the same time become liable for the municipal services or any other tax which might be levied on the Property hereby donated as well as the payment of rates and taxes in respect thereof, if any.

6.

Transfer of the Property hereby donated into the name of the Donee will be effected as soon as possible after signature hereof and shall be effected by the Donor's attorneys. The Donee will be responsible for the costs of transfer including the payment of transfer duties and stamp duties, if any, as well as the costs of preparing this Agreement and all incidental costs and attendances preceding the preparation thereof.


Handwritten signatures and initials, including "KS" and "Loud".

120
Ordinary Council Meeting - 27 April 2023

Page 5 of 5

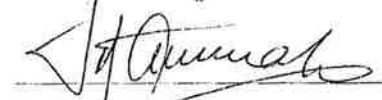
THUS DONE AND SIGNED at SWAKOPMUND on this 11 day of
September 2019.

AS WITNESSES:

1. 


2. 


ACTING CHIEF EXECUTIVE OFFICER


CHAIRPERSON OR ALTERNATE
CHAIRPERSON OF THE
MANAGEMENT COMMITTEE

THUS DONE AND SIGNED at SWAKOPMUND on this 09 day of
September 2019.

AS WITNESSES:

1. 

2. _____


PURCHASER

Declaration by Purchaser

**SWORN DECLARATION BY PURCHASER OF PROPERTY IN
40/40 HOUSING DEVELOPMENT PROJECT SCHEME**

(This declaration is to be made by each of the purchasers of the property. Each purchaser's spouse and his/her permanent life-partner must also make a declaration.)

I, the undersigned,

Full Names and Surname of Purchaser: SHKONGO Paulus

Namibian ID No: 81051410754

Full Name and Surname of Spouse /
Permanent Life-partner:

Namibian ID No (spouse/life partner):

hereby state the following facts under oath:

1. My full names and surname(s) and identity number(s) are correctly recorded above.
2. I applied for and intend to purchase immovable property from the Swakopmund Municipality as part of the 40/40 Housing Development Project of the Government of Namibia. This declaration is made in support of that application.
3. I make this declaration knowing that any false information which I may provide herein may cause me to forfeit the property I intend to purchase and that furnishing false information in this declaration is wrong and is a punishable criminal offence.
4. I am 21 years or older at the time of signing this declaration.
5. I am a Namibian citizen.
6. I am:

married unmarried ☒ in a permanent live-in relationship with a life-partner
(mark with a ✓ whichever is applicable)
7. Neither I nor my spouse nor my life-partner have ever owned any immovable property anywhere in Namibia and I am not likely to own such property in the near future.
8. I purchase the property as a domestic dwelling for occupation by myself, my spouse/life-partner and our immediate family, related by blood.
9. I do not purchase the property on behalf of anyone else or by agreement or arrangement that anyone else will have any benefits from the property.
10. The facts recorded in and referred to in this declaration and the application form I completed and any supporting documents or vouchers, including any financial information provided, are true and correct.

Signature of Purchaser

I hereby certify that the above deponent(s) have signed this declaration in my presence and that the deponent(s) acknowledged that he/she/they understand the contents of this declaration; that the facts in this declaration are true and correct and that he/she/they regard the oath as binding on his/her/their conscience, whereafter he/she/they declared "the content of this statement is true, so help me God", and whereafter I have signed this certificate at (place) on this day of 2019.

05 SEP 2019

CLERK'S OFFICE

Commissioner of Oath

KOEP & PARTNERS
ATTORNEYS | NOTARIES | CONVEYANCERS

Windhoek Office 33 Eohentzen Road | P.O. Box 8516, Windhoek, Namibia
Telephone: +264 61 352 600 | Fax: +264 61 239 159 | Email: pk@koep.com.na | Website: www.koep.com.na
Swakopmund Office No. 6, Antonius Garten, c/o Hendrik Wilboel Str & Theo-Ben Gurirab Ave
P.O. Box 322, Swakopmund, Namibia | Telephone: +264 64 406 320 | Fax: +264 64 406 323 | Email: swakop@koep.com.na



18 June 2020

Our ref: WDB/mb/MAT6043-076388

Your ref:

THE MUNICIPALITY OF SWAKOPMUND
P.O. BOX 53
SWAKOPMUND

At: Liezle du Plessis lduplessis@swkmun.com.na

Dear Sir / Madam

**DONATION TRANSFER OF ERF NO. 1426 MATUTURA (EXTENSION NO. 7)
FROM THE MUNICIPAL COUNCIL OF SWAKOPMUND TO P K SHIKONGO**

We confirm registration of the abovementioned transfer today, 18 June 2020.

We thank you for your instructions herein.

Yours faithfully


W. DE BRUIN
KOEP & PARTNERS
Swakopmund

Partners: Josias Andries Agenbach, BComm LLB | Willem Carel Kolzé, BA LLB | Irvin David Titus, BA LLB | Beate Karen Lech, BA LLB | Stephen Vleghe, BComm LLB LLM | Hugo Meyer van den Berg, BAHons LLB LLM PhD | Stefanie Cagnette, BA LLB
Associates at Windhoek: Remy Voenda Kaulahe, LLB | Jacobus Hendrik Visser, LLB LLM | Nangula Hija Tuxolenti Naluke, LLB | Stephanus Albert van Zyl, LLB
Consultant: Everhardus Petrus Fackelmann Gous, BA LLB

Associates at Swakopmund Office: Wilm de Bruin LLB | Clement Stone Morwe, LLB

**MUNICIPALITY OF SWAKOPMUND****BUILDING INSPECTORATE DEPARTMENT**

☎ 0644104415

P.O. Box 53 Swakopmund

BUILDING COMPLETION CERTIFICATE

Municipality of Swakopmund Building Inspectorate Section herewith confirms that the structure on Erf No. MT-1426 complies with the building regulations adapted by the Council and that the structure has been completed on 01st of October 2020 with reference of Building Plan No. 330/2019. The structure is ready for occupation on condition that it also complies with conditions and specifications set up by ErongoRED.

1. Dwelling of 50.94 m² In Area

Owner's Address: Paulus Kaupuwai
P. O. Box 3497
Swakopmund

**Remarks****First sewer connection****Estimated cost @ N\$ 4200 - 00/m²: N\$ 213 948-00**

To my loco 30/09/21
Wilhelmina

ANNEXURE "F"



BASIL READ

PRIVATE AND CONFIDENTIAL

NOTICE OF END OF A LIMITED DURATION CONTRACT OF EMPLOYEMENT

Name: Paulus Shikongo

Date: 25/03/2020

Site: Skorpion Zinc

Co. No SCW628

Dear Paulus

In terms of your Limited Duration Contract of Employment dated **01 April 2019**, your contract of employment will come to an end on **31 April 2020** by effluxion of time and thus requires no notice period as stipulated in your signed contract of employment. This letter serves to remind and inform you that your services **will be terminated on 31 April 2020**. Your April pay will be paid as normal at the end of April 2020. All your outstanding hours and accumulated leave due to you will be calculated and paid out to you on the **15th of May 2020**, subject to you undergoing exit medical examinations as required by law.

Kindly take note that your failure to attend your exit medical at Sidadi clinic will result in your final payment not being processed and paid. The Human Resources Department will assist you in facilitating a smooth exit process, and should you require any assistance, please don't hesitate to contact the Human Resources Department.

Should any vacancies become available in the near future, you will be notified depending on your competency and qualification for the job Resources Department.

Yours sincerely,

For: Basil Read Mining (Pty) Ltd

[Signature]

K. Marata
Project Manager

W. H. H.

N. Kabuku
Senior Human Resource

Employee Acknowledges Receipt

Date _____

BUILDING LEGACIES

Directions: Read each passage carefully. Then answer the questions that follow.

Company Secretary 

Gc Reg no 12511

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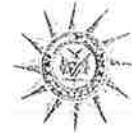
Tel: +34 942 42 11 00 • Fax: +34 942 42 11 01

Registered Hear Office

Tel: +27 (0) 22 351 1111 Fax: +27 (0) 22 351 1115



ANNEXURE "G"



DEPARTMENT OF POLICE

REPUBLIC OF NAMIBIA.
MINISTRY OF HOME AFFAIRS, IMMIGRATION AND SAFETY AND SECURITY
SWORN DECLARATION.

NAME/SURNAME: Shikongo Paulus Kamupwai
ID NO: 81051410754 CITIZENSHIP: Namibian GENDER: male
AGE: OCCUPATION/POST: unemployed RESIDENTIAL
ADDRESS: T.S. Baka's WORKING ADDRESS: N/A
TEL. NO: (H/W) N/A CELL NO: (1) 0816473125 (2)

I HEREBY STATE/DECLARE UNDER OATH THAT:

I the above mentioned do hereby declare
under oath that I am unemployed that is
all I declare

I KNOW AND UNDERSTAND THE CONTENT OF THIS DECLARATION. I HAVE NO OBJECTION AGAINST THE
PRESCRIBED OATH. I CONSIDER THE PRESCRIBED OATH AS BINDING ON MY CONSCIENCE. PLACE:

NOMTSOUB/TSUMEB TOWN.

DATE: 2022/ 12 / 06

TIME: 11 H. 30

DEPONENT: [Signature]

BEFORE ME: [Signature]

THE ABOVE STATEMENT WAS TAKEN BY ME. I CERTIFY THAT THE DEPONENT HAS ACKNOWLEDGED THAT
HE/SHE IS AWARE OF THE CONTENT OF THIS STATEMENT. HIS/HER STATEMENT WAS SWORN/AFFIRMED
BEFORE ME ON THIS DAY OF 06/12/ 2022 AT NOMTSOUB POLICE STATION.



COMMISSIONER OF OATH: [Signature]

Paulus Kama
NAMIBIAN POLICE FORCE.
NOMTSOUB POLICE STATION.

LEEVI MWASHEKELE STREET.
TEL: 067 2235059/0817569063

ANNEXURE "H"



Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

SHIKONGO PK
P O BOX 370
OSHAKATI
9000

TAX Invoice

VAT No.	0687546-01-5
Statement Date	2023/01/23
Account Number	76142600028
Reference	20230124-27313
Deposit	475.00

Details/Meter Readings		
Previous	Present	Consumption
162	162	0.000
Meter Readings Dates		
Previous 2022/12/05	Current 2023/01/04	

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	16699.62	1686.35	686.35	686.35	19758.67

MESSAGE

PLEASE NOTE: THE ACCOUNTS ARE PAYABLE ON OR BEFORE 7 FEBRUARY 2023.

Property Information				Details of Property Assessment	
Stand No.	00001426	Ward	1	Land	Improvements
Township	001 076 MATUTURA			96000.00	184000.00
Street Address	MATUTURA 1426				
Portion	00000			Valuation	Building Clause
Area	535				Date
Unit	001/076/00001426/00000/0000/0000				Annual Levy

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2023/02/07
SHIKONGO PK	Account No.	76142600026
REMITTANCE ADVICE	Amount	19758.67

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519140
E-Mail for confirmation: payments@swkmun.com.na

Aina S. Nduuvundi

From: Malakia Nangombe <malaklaproperties@yahoo.com>
Sent: 25 January 2023 10:15 AM
To: Aina S. Nduuvundi; Sinvula Tobias
Cc: Petrus Negonga
Subject: Fw: Document from Bank
Attachments: scan_20230116153246.PDF

Good morning Aina
Here is the attached document from Mr. Paulus his bank.

he is selling his house due to that, erf 1426 to Mr Petrus Negonga ID 90053000463
and Mr Petrus already paid his bond and transfer cost as follow
Dr Weder Kauta N\$ 7578.00
KOEP & PARTNER N\$ 10752.50

Total amount off N\$18327.50 paid to the lawyers

ANNEXURE "J"



REHABILITATION AND RECOVERIES

Mr. PK Shikongo
PO BOX 370
OSHAKATI
Namibia

Date	Direct telephone Number	In reply please quote our reference	Your reference
16 January 2023	061- 294 4027	Baulah/shikongo	

Dear Sir/ Madam

RE: ERF 1426, MATUTURA (EXTENSION NO.7), SWAKOPMUND

PAULUS KAUPUWAI SHIKONGO
ACCOUNT NUMBER: 60004557084
ID NUMBER: 81051410754

The above matter bears reference.

We hereby confirm that Mr. Paulus Shikongo conducts a Home Loan account in our books.

The above-mentioned account is in arrears with N\$ 78 331.76, this excluding an installment of N\$3 502.81 which is payable on or before 25 January 2023.

We further confirm that the outstanding balance on the account amounts to N\$ 348 525.49, being the settlement amount together with interest at 11.50% per annum on N\$ 348 525.49 as from the 16th of January 2023 until date of payment, both days inclusive, in favor of Standard Bank, Swakopmund Branch (082172) for credit PK SHIKONGO – Account No: 60004557084

Please do not hesitate to contact our office should you have any queries or should further information be necessary.

Yours Sincerely

MS. GM AWASES
TEAM LEADER: SPECIALIZED RECOVERIES

Standard Bank Head Office, Erf 1376, No. 1 Chase Street, Kleine Kuppe, Windhoek
PO Box 3527, Windhoek, Namibia | www.standardbank.com.na | Tel Switchboard: +264 (61) 284 8111

Directors: H Meier (Chairman), MM Gelles (Chief Executive), H Bessinghwaighe, M Dor, S. Homung, L du Plessis, B Rensouw, P Schlabusch, T Tjombonde,
Company Secretary: S Tjondode. *Executive Director #South African

Standard Bank Namibia Ltd Reg. No. 7601789

Standard Bank **IT CAN BE.**