

Municipality of Swakopmund

AGENDA

NO. 3

ORDINARY

COUNCIL MEETING

ON
THURSDAY
27 APRIL 2023
AT
19:00



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11.1.21 **APPLICATION FOR RELAXATION OF STREET BUILDING LINES
FROM FIVE METRE TO ZERO METRE ON ERF 1441, MONDESA**
(C/M 2023/04/27 - M 1441)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum 8.4 page 17 refers.

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

1. Purpose

The purpose of this submission is to seek Council's consideration for the "*Special Consent*" to relax the street building lines from five (5) metres to zero (0) metres on Erf 1441, Mondesa for an existing garage.

2. Introduction and Background

An application for consent to relax building lines of the street boundary from five (5) metres to zero (0) metres on Erf 1441, Mondesa was received by the Engineering and Planning Service from Mrs. TC Majiedt, the widow of the late Mr. Jacobus A Majiedt who was the owner of the property.

According to the records on file, (see **Annexure B**) the building plans approved in 2008, had a garage positioned four point three two metres (4.32m) away from the street boundary while the remaining four metres were going to be paved. Contrary, the garage was constructed up to zero metre (0m) from the street boundary, without Council's approval, See **Annexure C**. It is against this background that this item is being submitted before the Management Committee. The application is attached as **Annexure A**.

3. Ownership

According to Council's records, the ownership of Erf 1441, Mondesa vests in Jacobus Albertus Majiedt.

4. Locality, Zoning and Size

Erf 1441, Mondesa, is located in Isak Nangolo Street. The erf is zoned "*Single Residential*" with a density of 1:200 and measures 348m² in extend.



5. Discussion

In terms of Clause 5 (A) 2.4 (a) (i and iii) of the Swakopmund Town Planning Scheme, *"no building, permanent structure or portion thereof, except for boundary walls and fences, may be erected on the site within 5 metres from any Street boundary and "5 metres in the case of a garage from any street boundary or half the height of the building, whichever is greater."*

Provision is further made that "the street building line shall be at least 3m where the average depth of the land unit (measured at right angles to any street boundary of such land unit) does not exceed 20m".

Erf 1441, Mondesa has an average depth of 20 metres. Therefore, its street building line is set at 3 metres. Clause 5 (A) 2.4 (e) states that *"Council may relax these requirements if it is satisfied that no interference with the amenities of the neighbourhood, existing or as contemplated by the Scheme, will result".*

Council, by virtue of Council Resolution Number: C/M 2017/09/28 has delegated authority to the General Manager: Engineering and Planning Services to relax from 5m up to 1m only. Anything beyond 1m should be for Council's consideration.



6. Evaluation

The garage is positioned closer to a sharp curve which may possess a traffic safety. When reversing out of the garage, there may be no adequate visibility of the sidewalk and street.

The garage was extended without approved building plans. The Building Control and Design Office Section advised that the action to be taken by their office will depend on the outcome of the application to relax. There are two options to this case. One of the options is to demolish and keep the garage at 4.32 as per the approval. The other option is to condone the structure and as a result, a penalty for deviating from the initially approved plans be paid. However, the applicant is still expected to officially submit the as-built plans for formal approval.

Should council opt to condone the structure, the estimated fine of N\$9 179.02 should be due and paid in full before approval of the “as built plans”. With regards to non-compliant building activities, the Swakopmund Municipal Council at an Ordinary Council Meeting held on **29th April 2009**, resolved to adopt the following penalty clause to be applied for non-compliant structures:

- Minor transgression (Boundary walls) N\$35.00 per running meter per month
- Minor transgression (Building/Structures) N\$ 46/m² per month
- Medium transgression N\$ 175/m-m² per month
- Major transgression N\$476/m-m² per month

The transgressions are categorized and defined as follows:

Minor Transgression: Deviation from the original approved plan (making some minor adjustments to the approved plans), whereby the structure added does not exceeds 35% of the area of the approved building plans, (this includes the boundary walls)

Medium Transgression: Addition of extra structures onto the approved plan, and whereby the structure added exceeds 35% of the area of the approved building plans.

Major Transgression: Any structure without the approved plan and building over the building lines without necessary permission for the building line relaxation.

Given the definition above, the transgression done by the applicant falls under the major **transgression**. Therefore, she is obliged to pay a penalty of **N\$9 179.02** based on the following calculations:

Total built area 16.28m²: - N\$490.28 x 16.28 = N\$7 981.75 plus 15% VAT of N\$1 197.26. The total amount to be paid is N\$9 179.02.

7. Conclusion

The penalty clause is only applicable when the structure/s are not posing danger to the surrounding. Unfortunately, in this case, the extended part that was constructed without approval possess danger to traffic and pedestrians, demolishing can be considered.

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

RECOMMENDED:

- (a) That the applicant demolishes the unapproved structure due to the danger that it poses.
 - (b) That the applicant be informed of their rights to appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-eight (28) days from the date of the decision in terms of Clause 8.7 of the Swakopmund Zoning Scheme.
-

11.1.22 **REZONING OF ERF 1308, SWAKOPMUND FROM LOCAL AUTHORITY TO GENERAL BUSINESS**
(C/M 2023/04/27 - E 1308)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum 8.5 page 31 refers.

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

1. Purpose

The purpose of this submission is for Council to consider the rezoning of Erf 1308, Swakopmund from "Local Authority" to "General Business".

2. Introduction and Background

Council at its meeting held on the 24th November 2022, item No 11.1.39 resolved:

- (e) That Engineering and Planning Services finalize the rezoning of the erf approved by Council on 30th June 2022 under item 11.1.4, point (d).

It is against this background that this submission is submitted.
See minutes attached as **Annexure A**.

3. Zoning, Size and Locality

Erf 1308, Swakopmund is zoned "Local Authority" and is located in the central business district of Swakopmund. The Erf is three thousand three hundred and sixty-seven (3367 m²) in extent. The Erf currently hosts Woermann Haus which is a listed heritage building in terms of Annexure B: Heritage Use of the Swakopmund Zoning Scheme. See attached **Annexure B**. A locality map depicting the area has been inserted below as figure 1.

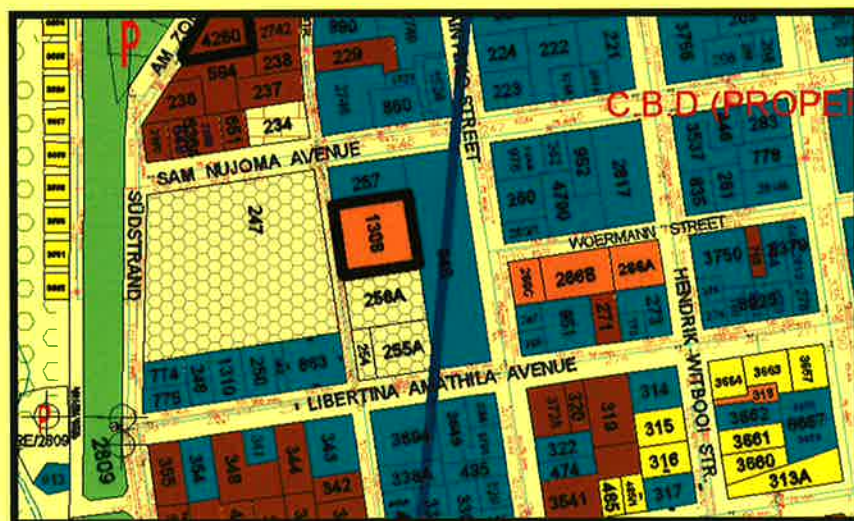


Figure 1: Locality plan

4. Ownership

The ownership of Erf 1308, Swakopmund vests in the Swakopmund Municipal Council.

5. Access, municipal services, and parking

Access to Erf 1308, Swakopmund is granted via Bismarck Street and will be maintained. The site is connected to the existing municipal services.

The required on-site parking assuming that the Erf was zoned “General Business” is a total of twenty-seven (27) parking bays. There are currently eight (8) parking bays on site as can be seen below in Figure 2:1 and provision can be made for four (4) more in the area in Figure 2:2. There is therefore a deficit of fifteen (15) parking bays, which are to be provided off-site. See pictures below of the parking as laid out on site. It is important to note that Erf 1308, Swakopmund provides access to the WB mall located on Erf 948, Swakopmund via a ramp and staircase. Access is also provided to the WB mall via the Ankerplatz located on Erf 257, Swakopmund through 1308, Swakopmund.



Figure 2:1 Current parking bays



Figure 2:2 The area where parking can be availed

6. Advertisement

The public was notified of the application in terms of Section 107(1) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) and Section 10 of the Urban and Regional Planning Act Regulations. The proposed rezoning of Erf 1308, Swakopmund Proper from Local Authority to General business was published in the Namibian and Namib Times newspapers on the 20th and 27th January 2023 as well as in the government gazette of the 15th February 2023. Proof of advertisement has been attached as **Annexure C** of the application.

Notices of the intended rezoning were placed on the site for public comments in terms of the Swakopmund Zoning Scheme, as well as on Council's notice board. Neighbouring property owners were informed in writing of the intent. The last day for objections was the 17th of February 2023. A conditional consent was received from the owners of Erven 948 and 257, Swakopmund.

7. Proposal

Council at its meetings held on the **30th September 2021** under item 11.1.7 and 30th June 2022 under item 11.1.4 resolved to sell Woerman Haus, Erf 1308, Swakopmund. Council at the aforementioned meetings also resolved that the Erf be rezoned from local authority to general business and that the Engineering and Planning Services department determines the required off-site parking in terms of the "*General Business*" zoning.

Erf 1308, Swakopmund is reserved for local authority purposes, as such, there is no parking provision specified under the local authority zoning in terms of the Swakopmund Zoning Scheme. Parking is therefore determined based on what Council deems to be adequate and appropriate. The required parking in terms of a general business zoning is twenty-seven (27) parking bays, of which, provision can be made for twelve (12) on site. There will be a deficit of fifteen (15) parking bays for which provision has to be made off-site. Most of the properties in the CBD do not have sufficient parking on site, Erf 1308, Swakopmund being of no exception.

There was a request by Council for the Engineering and Planning Services department to identify a potential site on which the deficit in parking can be accommodated, there are however no sites available in the vicinity of Erf 1308, Swakopmund. It is thereby suggested that the property be sold voetsoots with the deficit in parking and that should the prospective buyer of Erf 1308, Swakopmund intend to make any changes or additions to the property, that they be required to comply with the provisions of the Swakopmund Zoning Scheme by providing on-site parking or in proximity, proportional to the additional floor area being proposed.

It is important to note that Erf 1308 falls within the Conservation area of Swakopmund and Woermann Haus has a Grade A 100 heritage listing, therefore any changes to the building are subject to the approval of the Aesthetics Committee of Swakopmund and the National Heritage Council of Namibia.

8. Conditional Consent

A conditional consent was received from the owners of Erven 948 and 257, Swakopmund on the basis of the following:

- (a) *Erf 948, Swakopmund accommodates the WB shopping mall which interlinks the shopping area known as the Ankerplatz situated on the adjacent Erf 257, Swakopmund. To its western side, the mall opens up to and provides public access for pedestrians to the mall via Erf 1308, Swakopmund as there is a set of stairs and a ramp constructed on Erf 1308, Swakopmund which facilitates access to the mall. Similarly, the public have pedestrian access to Ankerplatz via Erf 1308, Swakopmund on the southern side.*
- (b) *Erf 1308, Swakopmund provides a right of way vehicular and pedestrian access to Erf 948, Swakopmund and provides access to municipal*

refuse removal trucks as well as fire trucks and hydrants in the event of a fire on Erven 257 and 948, Swakopmund. According to the consenter, access was provided to fire trucks via Erf 1308, Swakopmund at a time when a fire occurred at the WB mall.

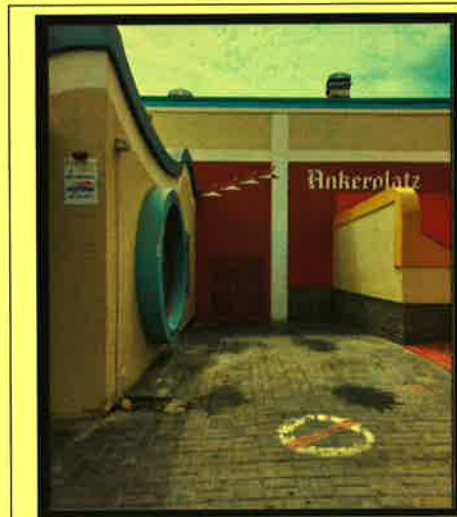
- (c) *Erf 1308, Swakopmund also provides for commercial deliveries to businesses in Ankerplatz.*

The consenter has lastly stated that the rights of pedestrian and vehicular access over Erf 1308, Swakopmund were canvassed and agreed with Council at the time of the construction of the WB mall and the Ankerplatz on Erven 257 & 948, Swakopmund. It is against this background that they now wish to formalize and register these rights of access and/or right of way as part of the current rezoning process. Their consent is therefore granted on condition of these rights being formalized and registered.

9. Observations on Site



The ramp and staircase located on Erf 1308, Swakopmund which provides access to Erf 948, Swakopmund



The area where the refuse is collected for which Erf 1308, Swakopmund



The access provided through access is granted via Erf 1308, Swakopmund

Given the view of the consenter, it is critical that a right of way servitude of at least eight (8) metres wide should be surveyed and registered in order to allow for the continued access of fire and service delivery trucks onto Erf 948, Swakopmund. This servitude is further to include the full extent of the ramp located on Erf 1308 as per the attached sketch: Annexure D. There was an observation of a fire exit for one of the shops located on Erf 948, Swakopmund, due to the layout of the buildings on site, it is suggested that the fire exit be maintained.

An enquiry with the properties section revealed that there is no written agreement to the effect as was expressed by the consenter. It is against this background that a right of way servitude should be surveyed and registered to facilitate the access as well as to include the area that currently accommodates the ramp, in so doing, formalizing the current arrangement on site. Kindly see **Annexure D**.

10. Right of Way Servitude

- (a) *That an eight meter (8 m) right of way servitude be surveyed and registered against Erf 1308, Swakopmund in favour of Erven 948 and 257, Swakopmund.*

11. Conclusion

The rezoning of Erf 1308, Swakopmund is Council's initiative, it is therefore not perceived to have significant negative impacts on the area. In fulfilment of Council's resolutions C/M 2022/11/24 under item 11.1.39, this proposal can be supported.

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

RECOMMENDED:

- (a) **That the rezoning of Erf 1308, Swakopmund Proper from Local Authority to General Business be approved.**
 - (b) **That an eight (8) metre right of way servitude be surveyed and registered against Erf 1308, Swakopmund in favour of Erven 948 and 257, Swakopmund to include the full extent of the ramp located on Erf 1308, Swakopmund.**
 - (c) **That the emergency exit located along Erf 948, Swakopmund be maintained.**
 - (d) **That any additional floor area to current development to be proposed in future be subject to parking provisions in accordance with the Swakopmund Zoning Scheme stipulations.**
-

11.1.23 **SPECIAL CONSENT FOR A PRIVATE OPEN SPACE FOR THE PURPOSE OF STAR GAZING ACTIVITIES AS WELL AS THE CONSTRUCTION OF THREE (3) STAFF QUARTERS ON PORTION 111 (A PORTION OF PORTION 71) OF FARM 163, SWAKOPMUND (C/M 2023/04/27 - PTN 111)**

Ordinary Management Committee Meeting of 13 April 2023, Addendum 8.6 page 51 refers.

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

1. Purpose

The purpose of this submission is for Council to take note of and execute the Minister's decision regarding the appeal that was lodged against Council resolution (C/M 2022/03/31- PTN 111).

2. Introduction and Background

The Minister of Urban and Rural Development in terms of Section 129 (8) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) on **16 February 2023** resolved the following:

- (i) *"To turn down the appeal against Municipal Council of Swakopmund's decision to grant a special consent for "private open space" for the purpose of hot-air ballooning and star gazing activities, ten tented chalets as well as the construction of three staff quarters on Portion 111 of Farm 163..."*

and subsequently resolved that:

- (ii) *"The Municipal Council of Swakopmund's decision consent for "private open space" for the purpose of hot-air ballooning and star gazing activities, ten tented chalets as well as the construction of three staff quarters on Portion 111 of Farm 163 be amended by removing the activity of hot air-ballooning from the proposed development as requested by Van Der Westhuizen Town Planning and Properties on behalf of the owners of Portion 111 of Farm 163 as per the letter dated 15 November 2022..."*

It is against this background that the submission is made in order to amend Council's resolution (C/M 2022/03/31- PTN 111) as per the letter received from the Minister of Urban and Rural Development dated 01 March 2023, herewith attached.

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

RECOMMENDED:

- (a) That the Council Resolution Number (C/M 2022/03/31- PTN 111), under Item Number 11.1.15 of the March 2022 Council Agenda be revoked and be replaced with this Council Decision.
- (b) That special consent to use a portion of the Portion 111, Swakopmund for a *"Private Open Space"* for the purpose of

star gazing activities, ten (10) tented accommodation chalets as well as the construction of three (3) staff quarters on Portion 111 (a Portion of Portion 71) of Farm 163, Swakopmund be granted instead of consent to operate a tourist establishment and tourist facility, subject to the following conditions:

- (i) *That the owner provides plans indicating the layout of the proposed tented accommodation chalets as to be specified in (b) above to the satisfaction of the General Manager: Engineering and Planning Services.*
 - (ii) *That activities are limited to not more than 10% of the size of the portion to be utilised for the proposed developments. If the applicant would like to extend the activities within their allowable size as stated, it is still subjected to the existing consent process that allows them to construct additional dwellings.*
 - (iii) *That Council reserves the right to cancel a consent use should there be valid complaints.*
 - (iv) *That the applicant registers with the Health Services Department and that the standard Health Regulations will apply.*
 - (v) *That the applicant must operate within the Swakopmund Zoning Scheme provisions.*
 - (vi) *That consent is not transferable.*
-



Republic of Namibia

Ministry of Urban and Rural Development

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Private Bag 13286
Windhoek, 16001
Namibia

Our Ref: 47/2022
Your Ref:

Mike & Ivanna Kriner
P. O Box 885
Swakopmund
NAMIBIA

Dear Mike & Ivanna Kriner, Trudi van Rooysen and Heidi Potgieter

SUBJECT: SWAKOPMUND: APPEAL AGAINST THE MUNICIPAL COUNCIL OF SWAKOPMUND DECISION FOR SPECIAL CONSENT FOR "PRIVATE OPEN SPACE" FOR THE PURPOSE OF HOT -AIR BALLOONING AND STAR GAZING ACTIVITIES AS WELL AS THE CONSTRUCTION OF THREE STAFF QUARTERS ON PORTION 111 OF FARM 163

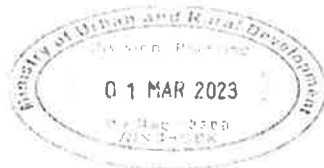
1. Your letter bears reference.
2. Kindly take note that the Minister in terms of Section 129(8) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) on 16 February 2023 –
 - (i) turned down the appeal against Municipal Council of Swakopmund's decision to grant a special consent for "private open space" for the purpose of hot - air ballooning and star gazing activities, ten tented chalets as well as the construction of three staff quarters on Portion 111 of Farm 163 on the predication that:
 - (a) The Committee received a letter dated 15 November 2022 that the owners of Plot 111 of Farm 163 want to remove the hot air ballooning activity from the application in order to remain only with for special consent for a "Private Open Space" for the purpose of star gazing activities, ten (10) tented accommodation chalets as well as the construction of three staff quarters on Portion 111 of Farm 163, Swakopmund and since the activity of hot air ballooning was removed from the application the other activities will not interfere with the appellants and other neighbors' safety; and
 - (ii) the Municipal Council of Swakopmund's decision consent for "Private Open Space" for the purpose of hot - air ballooning and star gazing activities, ten tented chalets as well as the construction of three staff quarters on Portion 111 of Farm 163 be amended by removing the activity of hot air - ballooning from the proposed development as requested by Van Der Westhuizen Town Planning and Properties on behalf of the owners of Portion 111 of Farm 163 as per the letter dated 15 November 2022 (Attached hereto for ease of reference).

Yours faithfully,


SECRETARY
APPEAL COMMITTEE

cc:

Swakopmund Municipality
P. O Box 53, Swakopmund
Attention: Mr. J Heita



- 11.1.24 **REZONING OF ERF 5849, SWAKOPMUND, EXTENSION 18 FROM "GENERAL BUSINESS" WITH A BULK OF 2 TO "SINGLE RESIDENTIAL" WITH A DENSITY OF 1: 300M² AND SUBSEQUENT SUBDIVISION OF ERF 5849, SWAKOPMUND EXTENSION 18 INTO NINE (9) PORTIONS AND REMAINDER**
(C/M 2023/04/27 - E 5849)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum 8.7 page 53 refers.

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

1. Purpose

The purpose of this submission is for Council to consider the application for the rezoning of Erf 5849, Swakopmund Extension 18 from "*General Business*" with a bulk of 2 to "*Single Residential*" with a density of 1:300m² and the subsequent subdivision into nine (9) portions and Remainder.

2. Introduction and Background

An application was received by the Engineering and Planning Services Department from Van der Westhuizen Town Planning and Property on behalf of the owners of Erf 5849, Swakopmund Extension 18 for the rezoning of Erf 5849, Swakopmund Extension 18 from "*General Business*" with a bulk of 2 to "*Single Residential*" with a density of 1: per Erf and the subsequent subdivision into nine (9) portions and Remainder.

A density of 1: per Erf was historically created to impose a limitation in terms of development on a site whereby an owner is restricted to constructing only one unit per Erf and subdivisions were restricted. The request of the applicant for a rezoning to "*Single Residential*" a density of 1: per Erf therefore cannot be assessed as the density of 1: per Erf does not provide for the possibilities of a subdivision, the appropriate description would be for the allocation of a density that allows for a subdivision first and then assess the application hence the proposal for a density of 1:300m². The application is attached as **Annexure A**.

3. Zoning, Size and Locality

Erf 5849, Swakopmund Extension 18 is zoned "*General Business*" with a bulk of 2 and is located along Chobe and Hoanib Streets. The Erf is four thousand five hundred and sixty-two (4 562m²) in extent and is currently vacant. A locality map depicting the area has been inserted below as figure 1.

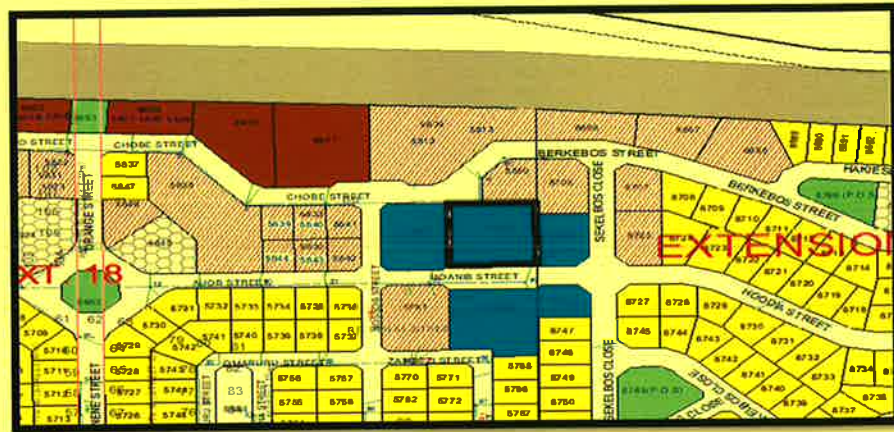


Figure 1: Locality Plan

4. Ownership

The ownership of Erf 5849, Swakopmund, Extension 18, vests in Mr's Sidney Wilfred Martin, Lazarus Jacobs, Desmond Dessy Amunyela and Johanness Gerhardus van der Merwe. These owners each own a $\frac{1}{4}$ share in the property as contained in title deeds T7294/2021, T7295/2021, T7296/2021 and T7297/2021 attached as **Annexure B**.

5. Access, municipal services, and parking

Access to Erf 5849, Swakopmund Extension 18 is provided either via Chobe or Hoanib Streets and access to the proposed developed is envisaged to be maintained with a new road to be created for the access of the newly created portions as detailed in the plans attached. The site is located in an area that has access to municipal services and will be connected thereto.

Parking for the proposed development will be provided on-site in accordance with the provisions of the Swakopmund Zoning Scheme and will be provided to the satisfaction of Council.

6. Advertisement

The public was notified of the application in terms of Section 107(1) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) and Section 10 of the Urban and Regional Planning Act Regulations. Notices of the intended rezoning and subsequent subdivision was published in the New Era and Republikein newspapers on the 2nd and 9th **December 2022** as well as the Government Gazette of the 15th **December 2022**.

Notices were also placed on the site for public comments in terms of the Swakopmund Zoning Scheme, as well as on Council's notice board. The closing date for objections was 23rd **December 2022**. No objections were received. Proof of advertisement has been attached as **Annexure C**.

7. Proposal

It is the intention of the owners of Erf 5849, Swakopmund to rezone the Erf from "General Business" with a bulk of 2 to "Single

Residential for the purpose of subdivision into nine (9) portions and Remainder. The appropriate density for the rezoning as per the aforementioned is a density of 1:300m².

The applicant has identified that there is a greater need for single residential erven in this area of Swakopmund as opposed to general business erven particularly due to the current economic situation and the need for housing. The newly created erven are targeted towards the average working-class citizen. The applicant has motivated that in terms of impact on the surrounding area, a general business zoning with a bulk of 2 is significant and intrusive. A bulk of 2 on an Erf that is 4523m² yields a development potential of up to 9124m² of which 3877m² (85% coverage) can be accommodated on the ground floor, 5272.2 m² (a bulk of 1.20) may be used for flats above the ground floor. This translates to fifty-four, (54) flats of 100m² each and 27 flats of 200m² each.

7.1 Subdivision

The proposal is for Erf 5849, Swakopmund Extension 18 to be subdivided into nine (9) portions and the creation of a road in the middle of the erf to create access for the newly created portions. The newly created portions have area sizes ranging from 410m² to 563m², see **Annexure D**. The proposed erven sizes will be maintained; however a new density is proposed, below please find tables representing the subdivision as was submitted by the applicant and the new proposal:

Portion Number	Zoning	Size in m ²
Portion A	Single Residential 1:Per Erf	412 m ²
Portion B	Single Residential 1:Per Erf	410 m ²
Portion C	Single Residential 1:Per Erf	423 m ²
Portion D	Single Residential 1:Per Erf	426 m ²
Portion E	Single Residential 1:Per Erf	563 m ²
Portion F	Single Residential 1:Per Erf	422 m ²
Portion G	Single Residential 1:Per Erf	507 m ²
Portion H	Single Residential 1:Per Erf	436 m ²
Portion I	Single Residential 1:Per Erf	409 m ²
Rem/5849 (Street)	Street	554 m ²
Total		4562 m²

Figure 2: proposed subdivision as submitted by applicant.

Portion Number	Zoning	Density	Size in m ²
Portion A	Single Residential	1:300	412 m ²
Portion B	Single Residential	1:300	410 m ²
Portion C	Single Residential	1:300	423 m ²
Portion D	Single Residential	1:300	426 m ²
Portion E	Single Residential	1:300	563 m ²
Portion F	Single Residential	1:300	422 m ²
Portion G	Single Residential	1:300	507 m ²
Portion H	Single Residential	1:300	436 m ²
Portion I	Single Residential	1:300	409 m ²
Rem/ 5849 (Street)			554 m ²
Total			4562 m²

Figure 3: New Proposed Density

8. Environmental Consideration

In terms of section 10 (1)(a)(b) of the Environmental Management Act (Act 7 of 2007), an environmental clearance certificate is

required for the construction of water and other bulk supply pipelines as well as the construction of a public road as these are listed activities. Given that the proposed subdivision calls for the construction of a road and the addition of services, it is advised that the environmental clearance certificate be obtained prior to the submission of the application to the Urban and Regional Planning Board.

9. **Evaluation**

The desired subdivision is a direct response to the overwhelming need for housing as highlighted by the applicant. Although Swakopmund Extension 18 has a number of general residential erven with complex developments and apartment blocks located on them, the average working-class citizen is interested in a free-standing unit hence the application. A consideration of the densities in the area reveals densities of 1:250m² and 1:100m² respectively within which the proposed density of 1:300m² ties in well. It is important to note that this density is proposed on the basis of the development potential of a bulk of 2 on the business erf and the proposal of the applicant to subdivide the Erf once rezoned into nine portions. The subdivision layout submitted by the applicant therefore does not change and is well accommodated under the new proposed density.

Planning is ever evolving and responsive to the economic situation as well as the needs of the community that arise such as those presented by the applicant. It is essential that in evaluating applications of this nature, assessments are made on merit. In this particular case, the proposal of the applicant will not have a significant impact on the services as the development potential is reduced, however the construction and provision of services to the newly created portions will be to the account of the applicant.

10. **Conditions to be registered against the newly created portions.**

- (a) *That the Erf shall be used or occupied for the purposes which are in accordance with, and the use or occupation of the Erf shall at all times be subject to, the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018),*
- (b) *The building value of the main building, excluding the outbuilding to be erected on the Erf shall be at least four times the municipal valuation of the Erf.*

11. **Conclusion**

The rezoning of Erf 5849, Swakopmund Extension 18 from "General Business" with a bulk of 2 to "Single Residential" with a density of 1: per Erf and the subsequent subdivision of Erf 5849, Swakopmund Extension 18 into nine (9) portions and Remainder cannot be considered, however, the rezoning of Erf 5849, Swakopmund Extension 18 from "General Business" with a bulk of 2 to "Single Residential" with a density of 1:300m² is proposed and the subsequent subdivision into nine (9) portions and Remainder is proposed instead.

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

RECOMMENDED:

- (a) That the Erf 5849, Swakopmund, Extension 18 be rezoned from "*General Business*" with a bulk of 2 to "*Single Residential*" with a density of 1:300m² Instead of one per erf initially requested by the applicant.
 - (b) That the Erf 5849, Swakopmund, Extension 18 be subdivided into nine (9) portions and Remainder (street) as per subdivision plan submitted by the applicant.
 - (c) That the following conditions be registered against the newly created portions:
 - (i) *That the Erf shall be used or occupied for the purposes which are in accordance with, and the use or occupation of the Erf shall at all times be subject to, the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).*
 - (ii) *The building value of the main building, excluding the outbuilding to be erected on the Erf shall be at least four times the municipal valuation of the Erf.*
 - (d) That no betterment fee is payable.
 - (e) That the subdivision of Erf 5849, Swakopmund be subject to an endowment fee in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) as well as the Municipality of Swakopmund Property Policy.
 - (f) That no building plans shall be approved until proof of payment of the endowment fee and completion of services for the newly created portion has been received by Council.
 - (g) That an Environmental Clearance Certificate be obtained before submission of the rezoning application to the Urban and Regional Planning Board is made.
 - (h) That the construction and installation of bulk supply pipelines such as water, sewer, electrical and other infrastructure to the newly created portions be to the account of the applicant to the satisfaction of the General Manager: Engineering and Planning Services.
 - (i) That the applicant submits service designs for approval of the General Manager: Engineering and Planning Services.
 - (j) That the applicant be informed of Council's decision and that they may appeal to the Minister against Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.
-

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E 5849

TOWN PLANNING & PROPERTIES

PO BOX 1598
 SWAKOPMUND, NAMIBIA
 +264 81 122 4061
 +264 81 122 4061
 at.drew@swakopmund.na

Chief Executive Officer
 Municipality of Swakopmund
 PO Box 53
 Swakopmund
 Namibia



26 January 2023

Dear Sir,

APPLICATION FOR THE REZONING OF ERF 5849, SWAKOPMUND EXTENSION 18 FROM "GENERAL BUSINESS" WITH A BULK OF 2.0 TO "SINGLE RESIDENTIAL" WITH A DENSITY OF 1: PER ERF; AND THE SUBSEQUENT SUBDIVISION OF ERF 5849, SWAKOPMUND, EXTENSION 18 INTO 9 PORTIONS AND REMAINDER(STREET).

Application is herewith made, on behalf of the owners of Erf 5849, Swakopmund, Extension 18, for the rezoning of Erf 5849, Swakopmund, Extension 18, from "General Business" with a Bulk of 2.0 (**Annexure C1**) to "Single Residential" with a density of 1: Per Erf (**Annexure C2**); and the subsequent subdivision of Erf 5849, Swakopmund, Extension 18, into 9 Portions and Remainder (**Annexure C3**).

1. BACKGROUND

Erf 5849, Swakopmund, Extension 18 is located on the corner of Chobe, Nossob and Hoanib Streets in Extension 18 behind Erf 5848 (Dunes Development), East of Kramersdorf. Currently the property is lying vacant and not being utilized for any specific purpose. The property is situated in an area that has seen numerous changes in terms of land use over the last few years. The area surrounding the property is characterized with mainly high density developments of General Residential nature. Since there is little movement and demand for such business properties the owners have decided to apply for a change in land use rights and subdivision in order to positively respond to the need for residential properties.

2. LOCALITY AND ERF SIZE

As indicated previously, Erf 5849, Swakopmund, Extension 18, is located on the corner of Chobe, Nossob and Hoanib Streets in Extension 18 behind Erf 5848 (Dunes Development), East of Kramersdorf (**Annexure A**). The area is already a considered as a well-established area with only a few vacant properties present. According to the Title

deed the property measures 4 562² in extent making it favorable for the intended rezoning from "General Business" to "Single Residential" with a density of 1: Per Erf and the subsequent subdivision of the property into 9 portions and remainder (Street).

3. OWNERSHIP

According to the Title Deeds (T7294/2021), (T7295/2021), (T7296/2021) and (T7297/2021) ownership of Erf 5849, Swakopmund, Extension 18, currently vests with Mr. Sidney Wilfred Martin, Lazarus Nghumbilemo Jacobs, Desmond Dessy Amunyele and Johannes Gerhardus van der Merwe (**Annexure I**). These owners each own a ¼ share in the property as indicated in the Title Deeds. Attached also please find the Power of Attorney signed by the members for the proposed intentions (**Annexure B**)

4. ACCESS TO THE PROPERTY

Access to the properties can be obtained from either Chobe or Hoanib Streets as they both border the property making the subdivision into Single Residential plots very favorable. Access to the newly created portions shall be obtained via the two existing streets as mention above as well as a proposed 8m wide paved road. There will be no need to request for special circumstances in order to create access to the proposed Portions. The street will provide access only to the newly created properties and will be fixed with access gates. The access will be concerned with a left in and left out scenario for the future plot owners. The street will be maintained by the future owners of the property as this will be a private road for these residents.

5. TOPOGRAPHY

Erf 5849, Swakopmund, Extension 18, is situated in an already built-up area and is currently lying vacant and not being utilized to its full potential. In the overall picture, taking the area into consideration, it can be well argued that the land is flat. There exist no slope of the property and sand conditions are stable and suitable for intentions of the client.

6. INFRASTRUCTURE

The area is already serviced with the basic services and connection to this can easily be done once the approvals have been obtained. The specific needs shall be communicated to the Municipality and Erongo Red once the erven are created and registered. Any additional requirements that the owner might envisage shall be communicated the relevant institutions and will be for the account of the owner.

7. MOTIVATION FOR INTENTION

There seems to be a low demand for the General Business properties within Swakopmund. It appears, due to the current economic situation, that there is need for smaller residential erven in Swakopmund. The larger plots are currently out of reach for the average working class citizens of the town. There seems to be the need for both the public and private sector to effectively address the short coming of smaller more

affordable residential properties for the its community. Creating new extension with only large residential properties can only satisfy a certain market and tends to reject the needs of the local market for the middle income sector. It creates the situation whereby more people are only in the position to rent and again due to the limited places to rent the rental prices are high directly impacting the financial capabilities of the local community. The rental prices are also affected by the demand and unit/property owners inflating the prices up to such an extent that the general population find it hard to cope with such prices. It can thus be argued that the intended rezoning and subdivision of Erf 5849, will respond positively to the needs of the market.

In terms of the impact on the surrounding services it can be argued and proven that the intention of our client will have a reduced and less intrusive impact on the current services. With a General Business zoning with a bulk of 2.0 a rather significant development can be introduced on the property. With a property size of 4 562m², and taking the bulk of 2.0 into account, our client may currently develop 9124m². If the property is developed in terms of the provisions of the scheme the site can accommodate a business component of 0.8 bulk (3 649.6m²) on the ground floor and residential component above the ground floor of 1.2 Bulk (5 474.4m²). This effective means that that the owner of the property may develop 54 flats of 100m² each or approximately 27 flats of 200m² each.

It is clear from the above argument that the intentions of our client is by far less intrusive on the surrounding services and as such will promote a more quieter environment due to the limited number of people to be accommodated on the total area of the properties.

It is also the opinion that there are more than enough planned business properties in the area that will service the surrounding communities, if not an oversupply. Once the Municipality services and releases the properties to the east of Extension 18 there will be 13 Business properties available which in our opinion is more than enough the satisfy the needs of the area. More Business properties are planned for the area between the railway line and the B2 Trunk Road once the issue with the relocation of the railway line is resolved.

8. PROPOSED SUBDIVISION

Below is a table indicating the individual sizes of the proposed subdivision of Erf 5849, Ext.18, Swakopmund.

Portion Number	Zoning	Size in m ²
Portion A	Single Residential 1:Per Erf	412 m ²
Portion B	Single Residential 1:Per Erf	410 m ²
Portion C	Single Residential 1:Per Erf	423 m ²
Portion D	Single Residential 1:Per Erf	426 m ²
Portion E	Single Residential 1:Per Erf	563 m ²
Portion F	Single Residential 1:Per Erf	422 m ²
Portion G	Single Residential 1:Per Erf	507 m ²
Portion H	Single Residential 1:Per Erf	436 m ²
Portion I	Single Residential 1:Per Erf	409 m ²
Rem/5849 (Street)	Street	554 m ²
Total		4562 m²

9. PARKING

Due to the fact that the intended rezoning and subdivision is concerned with a Single Residential nature of usage it is argued that parking should not be of importance in this case.

10. ADVERTISEMENTS

Advertisements for the rezoning and subdivision of Erf 5849, Ext 18, Swakopmund, was placed in the New Era and the Republikein on 02 & 09 December 2022 (**Annexure D**). Closing dates for objections was on the 23 December 2022. Neighboring properties have also been requested for their comments. Attached please find copies of letters to neighbors via registered post (**Annexure E**). Notice was also placed on the erf for public comments (**Annexure F**). Copy of advertisement placed in the in the Government Gazette (**Annexure G**).

11. RESPONSE FROM PUBLIC

No objection against the intentions of our clients were received (**Annexure H**). By the end of the closing date for objection it was found that the neighbouring properties are in favor of the intended rezoning and in some cases support was given thereto. It could only be concluded that the intentions of the owner are welcomed by both the residents in the nearby surrounding and the general public.

12. CONCLUSION

With reference to the above, there exist no reasons that are of such nature that the intentions of the client cannot be supported. It is evident from the information indicated in this document that the proposed intentions of our client will have a far less intrusive impact on the services of the area as opposed to the possibility of developing the erf to its full potential in terms of its current zoning. The intentions of our client will respond positively to the needs of the local community in terms of providing affordable smaller sized properties. It is herewith that Council is requested to grant its approval for the intentions of our client in order to start with the proposed development as soon as possible.

13. APPLICATION

On behalf of our client/s, we herewith formally apply for:

- **Rezoning of Erf 5849, Ext 18, Swakopmund, from General Business with a Bulk of 2.0 to Single Residential with a density of 1:Erf; AND**
- **Subdivision of Erf 5849, Ext. 18, Swakopmund into 9 Portions and Remainder (Street).**

**CONDITIONS TO BE REGISTERED AGAINST THE NEWLY CREATED PORTIONS
A TO I**

IN FAVOUR OF THE LOCAL AUTHORITY

1. The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to, the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).
2. The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the municipal valuation of the erf.

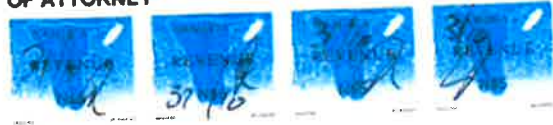
It is trusted that Council will find the above application for the rezoning and subdivision of Erf 5849, Ext. 18 Swakopmund, from General Business with a Bulk of 2.0 to Single Residential with a density of 1 Erf, and Subdivision of Erf 5849, Ext. 18, Swakopmund into 9 Portions and Remainder (Street), in order.

Yours Faithfully,



A R VAN DER WESTHUIZEN

SPECIAL POWER OF ATTORNEY



I/We, the undersigned,

JOHANNES GERHARDUS VAN DER MERWE (ID: 691004 0009 2)

AND

SIDNEY WILFRED MARTIN (ID: 690907 0125 6)

AND

LAZARUS NGHUMBILEMO JACOBS (ID: 700818 0062 2)

AND

DESMOND DESSY AMUNYELA (731001 0022 0)

In my/our capacity as:

1/4 (ONE HALF) SHAREHOLDER IN ERF 5849, EXT NO. 18, SWAKOPMUND

AND

1/4 (ONE HALF) SHAREHOLDER IN ERF 5849, EXT NO. 18, SWAKOPMUND

AND

1/4 (ONE HALF) SHAREHOLDER IN ERF 5849, EXT NO. 18, SWAKOPMUND

AND

1/4 (ONE HALF) SHAREHOLDER IN ERF 5849, EXT NO. 18, SWAKOPMUND

do hereby nominate, constitute and appoint,

VAN DER WESTHUIZEN PLANNING & PROPERTIES CC, P O BOX 1598, SWAKOPMUND

with power of Substitution, to be my lawful Attorney and Agent in my/our name, place and stead, negotiate and to make all necessary applications to Municipality, Town Council, Ministry of Urban and Rural Development or any other authority, for the:


- **REZONING OF ERF 5849, SWAKOPMUND, EXTENSION 18, FROM "GENERAL BUSINESS" WITH A BULK OF 2.0 TO "SINGLE RESIDENTIAL" WITH A DENSITY OF 1:300M²; AND SUBSEQUENT SUBDIVISION INTO 9 PORTIONS AND REMAINDER (STREET).**

At the cost of the applicant and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes as I/We might or could do if personally present and acting herein – hereby ratifying, allowing and confirm all and whatsoever my/our said Attorney and Agent shall lawfully do, or cause to be done, by virtue of these present.

SIGNED at Windhoek this 31 Day of October 20 22

In the presence of the undersigned witnesses.

WITNESSES:

1. 

JOHANNES GERHARDUS VAN DER MERWE

2. 

SIDNEY WILFRED MARTIN

3. 

LAZARUS NGHUMBILEMO JACOBS

4. 

DESMOND DESSY AMUNYELA

2021-10-28

T 7294 / 2021

DEED OF TRANSFER NO. T**DUNES PROPERTY (PROPRIETARY) LIMITED**
Company Number 2009/0480

to

SIDNEY WILFRED MARTIN**1/4 QUARTER SHARE IN AND TO**
ERF NO 5849 SWAKOPMUND (EXTENSION NO 18)**DR. WEDER, KAUTA & HOVEKA INC.**
LEGAL PRACTITIONERS, NOTARIES and CONVEYANCERS
3rd Floor, WGH House, Jan Jonker Road, AusspannplatzP.O. Box 864 - Tel: 061-275550 - Fax: 238802
WINDHOEK, Namibia**YSSEL/cp**

BG/MAT56923/SW

AND THE SAID APPEARER declared that her/his principal had truly and legally sold on the 2ND OCTOBER 2020,

AND THE SAID APPEARER, in his capacity as aforesaid, did by these presents, cede and transfer in full and free property, to and on behalf of

SIDNEY WILFRED MARTIN
Identity Number 680907 0125 6
Married out of community of property

His Heirs, Executors, Administrators or Assigns

¼ (QUARTER SHARE) IN AND TO

CERTAIN Erf No 5849 Swakopmund (Extension No 18)

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

MEASURING 4562 (FOUR FIVE SIX TWO) Square Metres as indicated on
General Plan S.G. No 522/2011

HELD by Deed of Transfer No. T. 6414/2011

SUBJECT to the following conditions imposed by of Government Notice No. 213
of 2012, namely:

IN FAVOUR OF THE MUNICIPAL COUNCIL OF SWAKOPMUND

- (a) The land must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf must at all times be subject to, the provisions of the Swakopmund Town Planning Scheme prepared in terms of the Town Planning Ordinance, 1954 (Ordinance No. 18 of 1954), which now vest in the Urban and Regional Planning Act (5 of 2018).
- (b) The building value of the main building, excluding the outbuildings to be erected on the erf must be at least four times the municipal valuation of the erf.

2021-10-26

T 7295 /2021

DEED OF TRANSFER NO. T**DUNES PROPERTY (PROPRIETARY) LIMITED**
Company Number 2009/0480

TO

LAZARUS NGHUMBILEMO JACOBS**¼ QUARTER SHARE IN AND TO**
ERF NO 5849 SWAKOPMUND (EXTENSION NO 18)**DR. WEDER, KAUTA & HOVEKA INC.**
LEGAL PRACTITIONERS, NOTARIES and CONVEYANCERS
3rd Floor, WKH House, Jan Jonker Road, AusspannplatzP.O. Box 964 - Tel: 061-275550 - Fax: 238802
WINDHOEK, Namibia

BG/MAT56923/5W

YSSEL/cp

AND THE SAID APPEARER declared that her/his principal had truly and legally sold on the 2ND OCTOBER 2020;

AND THE SAID APPEARER, in his capacity as aforesaid, did by these presents, cede and transfer in full and free property, to and on behalf of

LAZARUS NGHUMBILEMO JACOBS
Identity Number 700818 0062 2
Married out of community of property

His Heirs, Executors, Administrators or Assigns

¼ (QUARTER SHARE) IN AND TO

CERTAIN Erf No 5849 Swakopmund (Extension No 18)

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

MEASURING 4562 (FOUR FIVE SIX TWO) Square Metres as Indicated on
General Plan S.G. No 522/2011

HELD by Deed of Transfer No. T. 6414/2011

SUBJECT to the following conditions imposed by of Government Notice No. 213
of 2012, namely:

IN FAVOUR OF THE MUNICIPAL COUNCIL OF SWAKOPMUND

- (a) The land must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf must at all times be subject to, the provisions of the Swakopmund Town Planning Scheme prepared in terms of the Town Planning Ordinance, 1954 (Ordinance No. 18 of 1954), which now vest in the Urban and Regional Planning Act (5 of 2018).
- (b) The building value of the main building, excluding the outbuildings to be erected on the erf must be at least four times the municipal valuation of the erf.

2021-10-26

T 7296 / 2021

DEED OF TRANSFER NO. T**DUNES PROPERTY (PROPRIETARY) LIMITED**
Company Number 2009/0480

TO

DESMOND DESSY AMUNYELA**¼ QUARTER SHARE IN AND TO
ERF NO 5849 SWAKOPMUND (EXTENSION NO 18)****DR. WEDER, KAUTA & HOVEKA INC.**
LEGAL PRACTITIONERS, NOTARIES and CONVEYANCERS
3rd Floor, WKH House, Jan Jonker Road, AusspannplatzP.O. Box 864 · Tel: 081-275550 · Fax: 238802
WINDHOEK, Namibia

BG/MAT56923/SW

YSSEL/cp

AND THE SAID APPEARER declared that her/his principal had truly and legally sold on the 2ND OCTOBER 2020,

AND THE SAID APPEARER, in his capacity as aforesaid, did by these presents, cede and transfer in full and free property, to and on behalf of

DESMOND DESSY AMUNYELA
Identity Number 731001 0022 0
Unmarried

His Heirs, Executors, Administrators or Assigns

¼ (QUARTER SHARE) IN AND TO

CERTAIN	Erf No 5849 Swakopmund (Extension No 18)
SITUATE	In the Municipality of Swakopmund Registration Division "G" Erongo Region
MEASURING	4562 (FOUR FIVE SIX TWO) Square Metres as indicated on General Plan S.G. No 522/2011
HELD	by Deed of Transfer No T. 6414/2011
SUBJECT	to the following conditions imposed by of Government Notice No. 213 of 2012, namely:

IN FAVOUR OF THE MUNICIPAL COUNCIL OF SWAKOPMUND

- (a) The land must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf must at all times be subject to, the provisions of the Swakopmund Town Planning Scheme prepared in terms of the Town Planning Ordinance, 1954 (Ordinance No. 18 of 1954), which now vest in the Urban and Regional Planning Act (5 of 2018)
- (b) The building value of the main building, excluding the outbuildings to be erected on the erf must be at least four times the municipal valuation of the erf

2021-10-20

T 7997 /2021

DEED OF TRANSFER NO. T**DUNES PROPERTY (PROPRIETARY) LIMITED**
Company Number 2009/0480

TO

JOHANNES GERHARDUS VAN DER MERWE**1/4 QUARTER SHARE IN AND TO**
ERF NO 5849 SWAKOPMUND (EXTENSION NO 18)**DR. WEDER, KAUTA & HOVEKA INC.**
LEGAL PRACTITIONERS, NOTARIES and CONVEYANCERS
3rd Floor, WKH House, Jan Jonker Road, AusspannplatzP.O. Box 864 - Tel: 061-275550 - Fax: 238802
WINDHOEK, Namibia

BG/MAT56923/SW

YSSEL/cp

AND THE SAID APPEARER declared that her/his principal had truly and legally sold on the 2ND OCTOBER 2020;

AND THE SAID APPEARER, in his capacity as aforesaid, did by these presents, cede and transfer in full and free property, to and on behalf of

JOHANNES GERHARDUS VAN DER MERWE
Identity Number 691004 0009 2
Unmarried

His Heirs, Executors, Administrators or Assigns

¼ (QUARTER SHARE) IN AND TO

CERTAIN	Erf No 5849 Swakopmund (Extension No 18)
SITUATE	In the Municipality of Swakopmund Registration Division "G" Erongo Region
MEASURING	4562 (FOUR FIVE SIX TWO) Square Metres as indicated on General Plan S.G. No 522/2011
HELD	by Deed of Transfer No. T. 6414/2011
SUBJECT	to the following conditions imposed by of Government Notice No. 213 of 2012, namely:

IN FAVOUR OF THE MUNICIPAL COUNCIL OF SWAKOPMUND

- (a) The land must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf must at all times be subject to, the provisions of the Swakopmund Town Planning Scheme prepared in terms of the Town Planning Ordinance, 1954 (Ordinance No. 18 of 1954), which now vest in the Urban and Regional Planning Act (5 of 2018).
- (b) The building value of the main building, excluding the outbuildings to be erected on the erf must be at least four times the municipal valuation of the erf.

Email: classifieds@nepc.com

Employment



LIST OF REGISTERED ITEMS POSTED



by Van Der Walhuizen: Tax Planning & Properties

day-post

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NEWTON: Mr. Chairman, I am pleased to
 thank you for the opportunity to be
 involved in the posthumous life of
 my father.

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Date: 11.12.20
 Page: 2 of 2
 Subject: English

تاریخ : ۱۳۸۵

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Date-stamp

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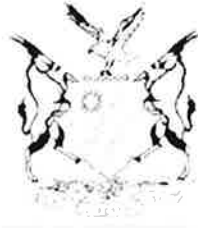
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P1/185









GOVERNMENT GAZETTE

OF THE

REPUBLIC OF NAMIBIA

NS32.00

WINDHOLK - 15 December 2022

No. 7979

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Applicant: Stuhnenrauch Planning Consultants
Email: office3@spe.com.na
P.O. Box 41404, Windhoek
Tel.: (061) 251189
Our Ref: W/21017

Acting Chief Executive Officer
Lüderitz Town Council
P.O. Box 19
Lüderitz
Namibia

No. 708

2022

REZONING AND SUBDIVISION OF ERF 5849, SWAKOPMUND EXTENSION 18

Van Der Westhuizen Town Planning and Properties CC, on behalf of our clients, intends to apply to the Swakopmund Municipal Council for the Rezoning and Subdivision of Erf 5849, Swakopmund Extension 18 from "General Business" with a bulk of 2.0 to "Single Residential" with a density of 1 dwelling per Erf (1:Erft); and subsequent Subdivision of Erf 5849, Swakopmund Extension 18 into 9 Portions and Remainder (Street).

Erf 5849, Swakopmund, currently measures 4 562m² in extent and is located on the corner of Chebe, Nossob and Huanib Streets behind Erf 5848, in Extension 18 (Düres Development), East of Kransendörf. The property is currently standing vacant and is not being utilized for any purpose. It is the intention to subdivide the property and use the newly created portions for single residential purposes. It is thus required and necessary to formally apply to the Local Authority and the Ministry of Urban and Rural Development for the proposed rezoning of the property.

Take note that

- (a) the plan of the erf can be inspected at the Public Notice Board of the Swakopmund Municipality located on the Corner of Rakotoka Street and Daniel Kambo Avenue;
- (b) any person having objections to the proposed rezoning or who wants to comment thereon, may lodge such objections and comments, together with the grounds thereof, in writing to the Municipality and the applicant within 14 days of the last publication of this notice.

Be advised that the written objection must be forwarded within the prescribed time as required by the Urban and Regional Planning Act of 2018. Such written objection or comment must therefore be submitted by no later than **17h00 on 5 January 2023**.

Applicant: Van Der Westhuizen Town Planning & Properties cc
Contact Persons: A van der Westhuizen
Cell: 081-122 4661
Email: andrew@vdtwp.com
P.O. Box 1598, Swakopmund, Namibia

No. 709

2022

REZONING AND SUBDIVISION OF ERF 5848, SWAKOPMUND

Van Der Westhuizen Town Planning and Properties CC, on behalf of our client, intends to apply to the Swakopmund Municipal Council for the Rezoning and Subdivision of Erf 5848, Swakopmund from General Business with a bulk of 2.0 to Single Residential with a density of 1 dwelling per Erf (1:Erft); and subsequent Subdivision of Erf 5848, Swakopmund into 7 Portions and Remainder

VDWTP&P

From: Jennifer Batley <jbatley@swkmun.com.na>
Sent: Monday, January 9, 2023 2:19 PM
To: andrew@vdtwp.com
Cc: Johanna Angolo
Subject: RE: Objections against Rezoning of Erf 5849 Ext 18 Swakopmund

Good afternoon Andrew,

No objections have been received for Erf 5849.

Regards



Jennifer Batley
 Admin Officer: Town Planning | Engineering &
 Planning Services
 Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund | Erongo
 Office: +264 64 410 4421 | Email: jbatley@swkmun.com.na
 Website: www.swkmun.com.na
 Thank you for considering the environmental impact of printing emails.

From: VDWTP&P <andrew@vdtwp.com>
Sent: Thursday, 05 January 2023 11:37 AM
To: Jennifer Batley <jbatley@swkmun.com.na>
Subject: Objections against Rezoning of Erf 5849 Ext 18 Swakopmund

Good day Jennifer,

Could you please be so kind as to inform us whether there were any objections against the rezoning of Erf 5849, Ext 18, Swakopmund.

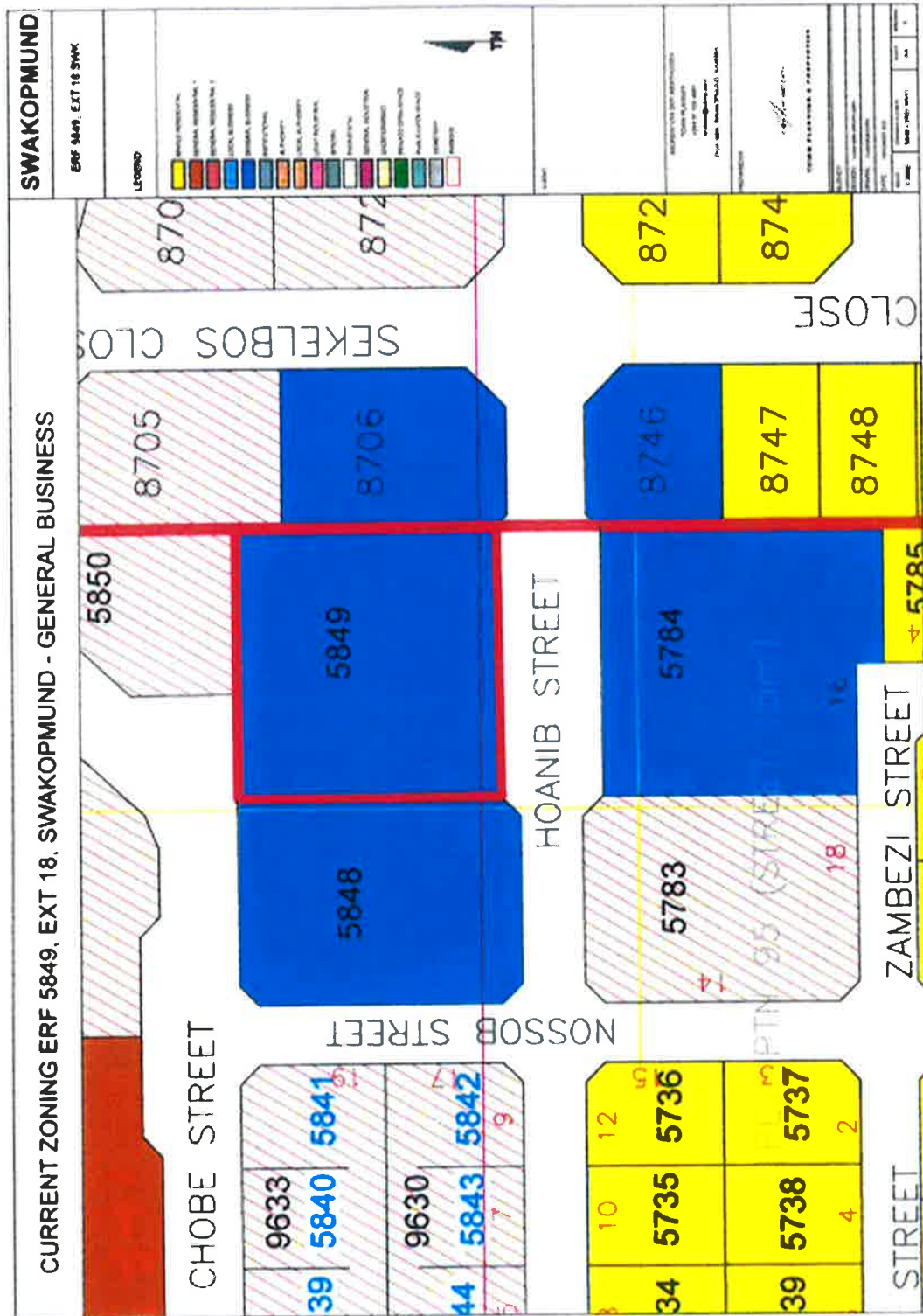
Kind regards,

Andrew van der Westhuizen

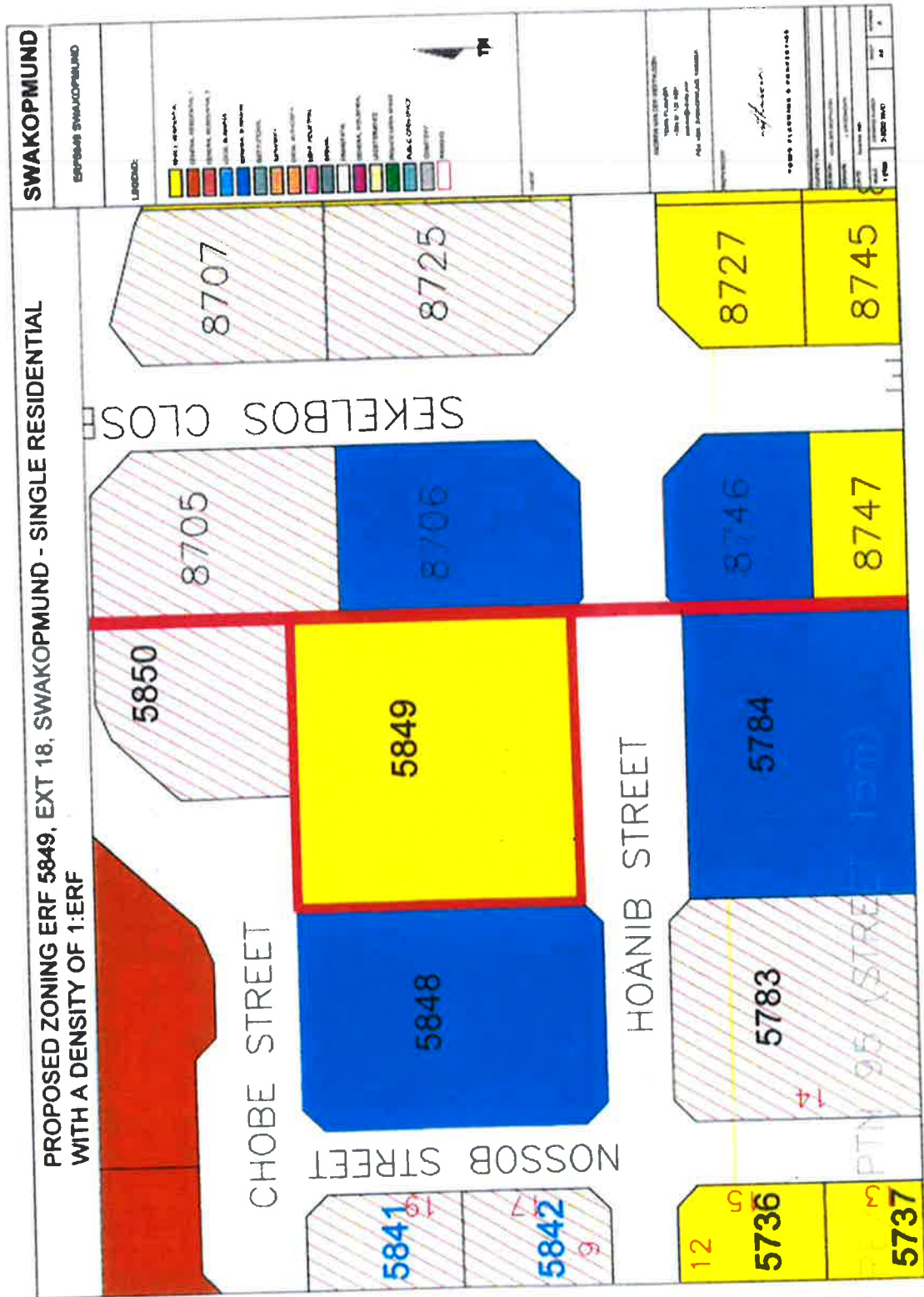
TOWN PLANNING & PROPERTIES

PO BOX 1598
 SWAKOPMUND, NAMIBIA
 +264 81 122 4661
 +264 81 122 4661
 andrew@vdtwp.com

ANNEXURE D-1



ANNEXURE D-2



- 11.1.25 **REZONING OF ERF 5848, SWAKOPMUND EXTENSION 18 FROM "GENERAL BUSINESS" WITH A BULK OF 2 TO "SINGLE RESIDENTIAL" WITH A DENSITY OF 1: 300M² AND SUBSEQUENT SUBDIVISION OF ERF 5848, SWAKOPMUND EXTENSION 18 INTO SEVEN (7) PORTIONS AND REMAINDER**
(C/M 2023/04/27 - E 5848)

Ordinary Management Committee Meeting of 13 April 2023, Addendum 8.9 page 87 refers.

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

1. Purpose

The purpose of this submission is for Council to consider the application for the rezoning of Erf 5848, Swakopmund Extension 18 from "*General Business*" with a bulk of 2 to "*Single Residential*" with a density of 1:300m² and the subsequent subdivision into seven (7) portions and Remainder.

2. Introduction and Background

An application was received by the Engineering and Planning Services Department from Van der Westhuizen Town Planning and Property on behalf of the owners of Erf 5848, Swakopmund, Extension 18 for the rezoning of Erf 5848, Swakopmund, Extension 18 from "*General Business*" with a bulk of 2 to "*Single Residential*" with a density of 1: per erf and the subsequent subdivision into seven (7) portions and Remainder.

A density of 1: per Erf was historically created to impose a limitation in terms of development on a site whereby an owner is restricted to constructing only one unit per Erf and subdivisions were restricted. The request of the applicant for a rezoning to "*Single Residential*" with a density of 1: per Erf therefore cannot be assessed as the density of 1: per Erf does not provide for the possibilities of a subdivision, the appropriate description would be for the allocation of a density that allows for a subdivision first and then assess the application hence the proposal for a density of 1:300m². The application is attached as **Annexure A**.

3. Zoning, Size and Locality

Erf 5848, Swakopmund Extension 18 is zoned "*General Business*" with a bulk of 2 and is located at the corner of Nossob, Chobe and Hoanib Streets. According to the general plan and the Deed of Transfer, the Erf is three thousand five hundred and ninety-four (3 594m²) in extent however it was found that the size given on the GP is wrong. Mr. CG Pieterse, the Land Surveyor will inform the Office of the Surveyor General to have the error rectified. The correct size of the property, as confirmed by the Surveyor, should be 3699m². The erf is currently vacant. A

locality map depicting the area has been inserted below as figure 1.

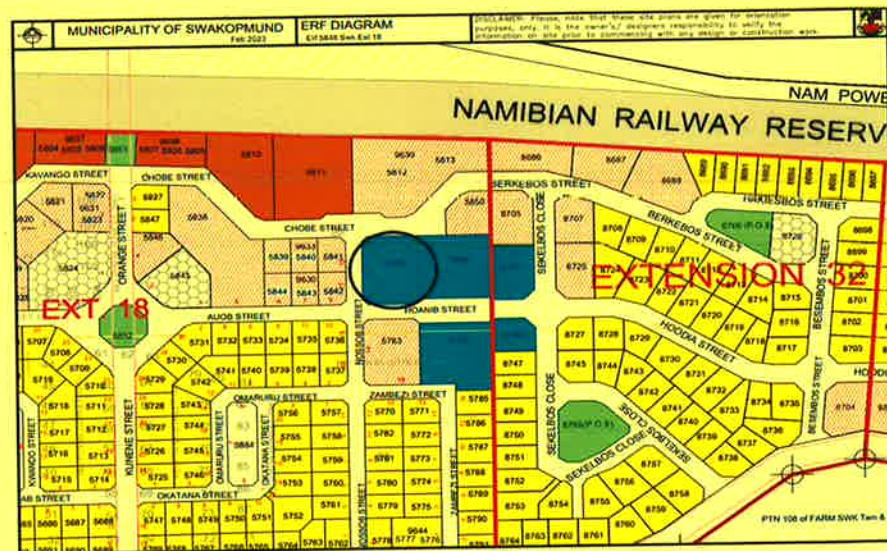


Figure 1: Locality plan of Erf 5848 Swk Ext 18

4. Ownership

The ownership of Erf 5848, Swakopmund Extension 18, vests in Wessel Cornelius Esterhuysen, as contained in title deed T4353/2012. The Deed of Transfer and Power of Attorney are attached as **Annexure B**.

5. Access, Municipal Services, and Parking

Access to Erf 5848, Swakopmund, Extension 18 is provided either via Nossob, Chobe or Hoanib Streets. Access to the newly created portions will remain the same, except the portion at the back that will be accessed via a panhandle from Nossob Street.

The site is in an area that has access to municipal services, however individual connection points would be required. The newly created portions will be connected to the existing points directly from the street, and this should be for the account of the developer.

Parking for the proposed development will be provided on-site in accordance with the provisions of the Swakopmund Zoning Scheme and will be provided to the satisfaction of Council.

6. Public consultation

The public was notified of the application in terms of Section 107(1) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) and Section 10 of the Urban and Regional Planning Act Regulations. Notices of the intended rezoning and subsequent subdivision was published in the New Era newspaper on the 2nd and 9th **December 2022** as well as in the Republikein on the 11th and 18th **January 2023**. The notice was also published in the Government Gazette Number 7979 of the 15th **December 2022**, under Notice Number 709. Notices were also placed on the site

for public comments in terms of the Swakopmund Zoning Scheme, as well as on Council's notice board. The closing date for objections was **8th February 2023**. No objections were received. Proof of public consultation is attached as **Annexure C**.

7. Proposal

It is the intention of the owner of Erf 5848, Swakopmund to rezone the Erf from "General Business" with a bulk of 2 to "Single Residential" with a density of 1: per Erf, for the purpose of subdivision into seven (7) portions and Remainder. The appropriate density for the rezoning as per the afore-mentioned is a density of 1:300m².

The applicant identified that there is a greater need for single residential erven in this area of Swakopmund as opposed to general business erven particularly due to the current economic situation and the need for housing. The newly created erven are targeted towards the average working-class citizen. The applicant has motivated that in terms of impact on the surrounding area, a general business zoning with a bulk of 2 is significant and intrusive. A bulk of 2 on an Erf that is 3 699m² yields a development potential of up to 7398m².

7.1 Subdivision

The proposal is for Erf 5848, Swakopmund Extension 18 to be subdivided into seven (7) portions and Remainder. The newly created portions have area sizes ranging from 412m² to 642m², see **Annexure D**. The proposed erven sizes will be maintained; however, a new density is proposed, below please find tables representing the subdivision as was submitted by the applicant and the new proposal:

Portion Number	Zoning	Size in m ²
Portion A	Single Residential 1:Per Erf	416 m ²
Portion B	Single Residential 1:Per Erf	428 m ²
Portion C	Single Residential 1:Per Erf	431 m ²
Portion D	Single Residential 1:Per Erf	528 m ²
Portion E	Single Residential 1:Per Erf	642 m ²
Portion F	Single Residential 1:Per Erf	415 m ²
Portion G	Single Residential 1:Per Erf	425 m ²
Rem/5848	Single Residential 1:Per Erf	413 m ²
Total		3 699 m²

Figure 2: proposed subdivision as submitted by applicant.

Portion Number	Zoning	Density	Size in m ²
Portion A	Single Residential	1:300	416 m ²
Portion B	Single Residential	1:300	428 m ²
Portion C	Single Residential	1:300	431 m ²
Portion D	Single Residential	1:300	528 m ²
Portion E	Single Residential	1:300	642 m ²
Portion F	Single Residential	1:300	415 m ²
Portion G	Single Residential	1:300	425 m ²
Rem/5848	Single Residential	1:300	413m ²
Total			3 699 m²

Figure 3: New Proposed Density

8. Evaluation

The desired subdivision is a direct response to the overwhelming need for housing as highlighted by the applicant. Although Swakopmund Extension 18 has a number of general residential erven with complex developments and apartment blocks located on them, the average working-class citizen is interested in a free-standing unit hence the application. A consideration of the densities in the area reveals densities of 1:250m² and 1:100m² respectively within which the proposed density of 1:300m² ties in well. It is important to note that this density is proposed based on the development potential of a bulk of 2 on the business erf and the proposal of the applicant to subdivide the erf once rezoned into seven (7) portions. The subdivision layout submitted by the applicant therefore does not change and is well accommodated under the new proposed density.

Planning is ever evolving and responsive to the economic situation as well as the needs of the community that arise such as those presented by the applicant. It is essential that in evaluating applications of this nature, assessments are made on merit. In this particular case, the proposal of the applicant will not have a significant impact on the services as the development potential is reduced.

9. Conditions to be registered against the newly created portions.

- (a) *That the Erf shall be used or occupied for the purposes which are in accordance with, and the use or occupation of the Erf shall at all times be subject to, the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018),*
- (b) *The building value of the main building, excluding the outbuilding to be erected on the Erf shall be at least four times the municipal valuation of the Erf.*

10. Conclusion

The rezoning of Erf 5848, Swakopmund Extension 18 from "general business" with a bulk of 2 to "Single Residential" with a density of 1: per Erf and the subsequent subdivision of Erf 5848, Swakopmund Extension 18 into seven (7) portions and Remainder cannot be considered, however, the rezoning of Erf 5848, Swakopmund Extension 18 from "General Business" with a bulk of 2 to "Single Residential" with a density of 1:300m² is proposed and the subsequent subdivision into seven (7) portions and Remainder is proposed instead.

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

RECOMMENDED:

- (a) That the Erf 5848, Swakopmund, Extension 18 be rezoned from *“General Business”* with a bulk of 2 to *“Single Residential”* with a density of 1:300m² instead of one per erf initially requested by the applicant.
 - (b) That the Erf 5848, Swakopmund, Extension 18 be subdivided into seven (7) portions and Remainder (street) as per subdivision plan submitted by the applicant.
 - (c) That the following conditions be registered against the newly created portions:
 - (i) *That the Erf shall be used or occupied for the purposes which are in accordance with, and the use or occupation of the Erf shall at all times be subject to, the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018),*
 - (ii) *The building value of the main building, excluding the outbuilding to be erected on the Erf shall be at least four times the municipal valuation of the Erf.*
 - (d) That no betterment fee payable.
 - (e) That the subdivision of Erf 5848, Swakopmund be subject to an endowment fee in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) as well as the Municipality of Swakopmund Property Policy.
 - (f) That the applicant be responsible for all costs involved for the construction and installation of services.
 - (g) That the design of services be submitted for the approval by the General Manager: Engineering and Planning Services.
 - (h) That the installation be done to the satisfaction of the General Manager: Engineering and Planning Services.
 - (i) That no building plans shall be approved until proof of payment of the endowment fee has been received by Council.
 - (j) That the applicant be informed of Council's decision and that they may appeal to the Minister against Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.
-



PO BOX 1598
SWAKOPMUND, NAMIBIA
+264 81 122 4641
+264 81 122 4641
andrew@ndwtp.com

**Chief Executive Officer
Municipality of Swakopmund
PO Box 53
Swakopmund
Namibia**

8 February 2023

Dear Sir,

APPLICATION FOR THE REZONING OF ERF 5848, SWAKOPMUND EXTENSION 18 FROM "GENERAL BUSINESS" WITH A BULK OF 2.0 TO "SINGLE RESIDENTIAL" WITH A DENSITY OF 1: PER ERF; AND THE SUBSEQUENT SUBDIVISION OF ERF 5848, SWAKOPMUND, EXTENSION 18 INTO 7 PORTIONS AND REMAINDER.

Application is herewith made, on behalf of the owner of Erf 5848, Swakopmund, Extension 18, for the Rezoning of Erf 5848, Swakopmund, Extension 18, from "General Business" with a Bulk of 2.0 (**Annexure D1**) to "Single Residential" with a density of 1: Per Erf (**Annexure D2**); and the subsequent Subdivision of Erf 5848, Swakopmund, Extension 18, into 7 Portions and Remainder (**Annexure D3**).

1. BACKGROUND

Erf 5848, Swakopmund, Extension 18 is located on the corner of Chobe, Nossob and Hoanib Streets in Extension 18 (Dunes Development), East of Kramersdorf. Currently the property is lying vacant and not being utilized for any specific purpose. The property is situated in an area that has seen numerous changes in terms of land use over the last few years. The area surrounding the property is characterized with mainly high density developments of General Residential nature. Since there is little movement and demand for such business properties the owner has taken the initiative to apply for a change in land use rights and subdivision in order to positively respond to the need for residential properties.

2. LOCALITY AND ERF SIZE

As indicated previously, Erf 5848, Swakopmund, Extension 18, is located on the corner of Chobe, Nossob and Hoanib Streets in Extension 18 (Dunes Development), East of Kramersdorf (**Annexure A**). The area is already a considered as a well-established area with only a few vacant properties present. According to the Title deed the property measures 3 594m². It was compared to the General Plan and it was found the size given on the GP is also wrong. Mr. CG Pieterse will inform the Office of the Surveyor General to have the error rectified. The correct size of the property, as confirmed by the Surveyor, should be 3699m². The erf size is favorable for the intended rezoning from "General Business" to "Single Residential" with a density of 1: Per Erf and the subsequent subdivision of the property into 7 portions and remainder.

3. OWNERSHIP

According to the Title Deed (T4353/2012) ownership of Erf 5848, Swakopmund, Extension 18, currently vests with Mr. Wessel Cornelius Esterhuysen (**Annexure B**). Attached also please find the Power of Attorney signed by the owner for the proposed intentions (**Annexure C**).

4. ACCESS TO THE PROPERTY

Access to the property can be obtained from either Chobe, Nossob or Hoanib Streets as they all border the property making the subdivision into Single Residential plots very favorable. Access to the newly created portions shall be obtained via the three streets as mention above. There will be no need to request for special circumstances in order to create access to the proposed Portions.

5. TOPOGRAPHY

Erf 5848, Swakopmund, Extension 18, is situated in an already built-up area and is currently lying vacant and not being utilized to its full potential. In the overall picture, taking the area into consideration, it can be well argued that the land is flat. There exist no slope of the property and sand conditions are stable and suitable for intentions of the client.

6. INFRASTRUCTURE

The area is already serviced with the basic services and connection to this can easily be done once the approvals have been obtained. The specific needs shall be communicated to the Municipality and Erongo Red once the erven are created and registered. Any additional requirements that the owner might envisage shall be communicated the relevant institutions and will be for the account of the owner.

7. MOTIVATION FOR INTENTION

There seems to be a low demand for the General Business properties within Swakopmund. It appears, due to the current economic situation, that there is need for smaller residential erven in Swakopmund. The larger plots are currently out of reach for the average working class citizens of the town. There seems to be the need for both the public and private sector to effectively address the short coming of smaller more affordable residential properties for the its community. Creating new extension with only large residential properties can only satisfy a certain market and tends to reject the needs of the local market for the middle income sector. It creates the situation whereby more people are only in the position to rent and again due to the limited places to rent the rental prices are high directly impacting the financial capabilities of the local community. The rental prices are also affected by the demand and unit/property owners push the prices up to such an extent that the general population find it hard to cope with such prices. It can thus be argued that the intended Rezoning and Subdivision of Erf 5848, will respond positively to the needs of the market.

In terms of the impact on the surrounding services it can be argued and proven that the

intention of our client will have a reduced and less intrusive impact on the current services. With a General Business zoning with a bulk of 2.0 a rather significant development can be introduced on the property. With a property size of 3 699m², and taking the Bulk factor of 2.0 into account, our client may currently develop 7 398m². If the property is developed in terms of the provisions of the scheme the site can accommodate a business component of 0.8 bulk (2 959.2m²) on the ground floor and residential component above the ground floor of 1.2 Bulk (4 438.8m²). This effectively means that the owner of the property may develop 44 flats of 100m² each or approximately 22 flats of 200m² each.

It is clear from the above argument that the intentions of our client is by far less intrusive on the surrounding services and as such will promote a more quieter environment due to the limited number of people to be accommodated on the total area of the properties.

It is also the opinion that there are more than enough planned business properties in the area that will service the surrounding communities, if not an oversupply. Once the Municipality services and releases the properties to the east of Extension 18 there will be 13 Business properties available which in our opinion is more than enough to satisfy the needs of the area. More Business properties are planned for the area between the railway line and the B2 Trunk Road once the issue with the relocation of the railway line is resolved.

8. PROPOSED SUBDIVISION

Below is a table indicating the individual sizes of the proposed subdivision of Erf 5849, Ext. 18, Swakopmund.

Portion Number	Zoning	Size in m ²
Portion A	Single Residential 1:Per Erf	416 m ²
Portion B	Single Residential 1:Per Erf	428 m ²
Portion C	Single Residential 1:Per Erf	431 m ²
Portion D	Single Residential 1:Per Erf	528 m ²
Portion E	Single Residential 1:Per Erf	642 m ²
Portion F	Single Residential 1:Per Erf	415 m ²
Portion G	Single Residential 1:Per Erf	425 m ²
Rem/5848	Single Residential 1:Per Erf	413 m ²
Total		3 699 m²

9. PARKING

Due to the fact that the intended rezoning and subdivision is concerned with a Single Residential nature of usage it is argued that parking should not be of importance in this case.

10. ADVERTISEMENTS

Advertisements for the rezoning and subdivision of Erf 5848, Ext 18, Swakopmund, was placed in the New Era and the Republikein on 02 & 09 December 2022 and on the 11th and 18th of January 2023 Republikein (**Annexure E**). Closing dates for objections was on the 8 February 2023. Neighboring properties have also been requested for their comments. Attached please find copies of letters to neighbors via registered post (**Annexure F**). Notice was also placed on the erf for public comments (**Annexure G**). Copy of advertisement placed in the in the Government Gazette (**Annexure H**).

11. RESPONSE FROM PUBLIC

One objection was received but was subsequently withdrawn after consultation with objector (See Annexure I). No other objection against the intentions of our clients were received. By the end of the closing date for objection it was found that the neighbouring properties are in favor of the intended rezoning and in some cases support was given thereto. It could only be concluded that the intentions of the owner is welcomed by both the residents in the nearby surrounding and the general public.

12. CONCLUSION

With reference to the above, there exist no reasons that are of such nature that the intentions of the client cannot be supported. It is herewith that Council is requested to grant its approval for the intentions of our client in order to start with the proposed development as soon as possible.

13. APPLICATION

On behalf of our client/s, we herewith formally apply for:

- **Rezoning of Erf 5848, Ext 18, Swakopmund, from General Business with a Bulk of 2.0 to Single Residential with a density of 1:Erf; AND**
- **Subdivision of Erf 5848, Ext. 18, Swakopmund into 7 Portions and Remainder.**

It is trusted that Council will find the above application for the rezoning and subdivision of Erf 5848, Ext. 18 Swakopmund, from General Business with a Bulk of 2.0 to Single Residential with a density of 1:Erf; and Subdivision of Erf 5848, Ext. 18, Swakopmund into 7 Portions and Remainder, in order.

Yours Faithfully,



A R VAN DER WESTHUIZEN

ANNEXURE B

I hereby certify that Stamp Duties to the value of NT\$ 25,320.00
 have been paid, and that Receipt No. 44-105802
2012/5/20 has been issued.

Prepared by mpg

CONVEYANCER
KOTZE W C

2016-05-23
AUSTIN, TEXAS

B 2758 baby

N\$ 7,500,000,000

N\$ 1,500,000,000

no additional entry

SEARCHED INDEXED
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Dandy

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CHRISTIAN AND CHILD.

4353 12012

DEED OF TRANSFER

Be it hereby made known:

THAT BEATE KAREN LOCH

appeared before me, Registrar of Deeds at WINDHOEK he/she, the said Appearer, being duly authorised thereto by a Power of Attorney granted to him/her by

DUNES PROPERTY (PROPRIETARY) LIMITED
(Company Number: 2009/0480)

dated the 27th day of MARCH 2012, and signed at SWAKOPMUND

And the said Appearer declared that his/her Principal had truly and legally sold on the 5th day of MARCH 2012

and that he/she in his/her capacity aforesaid did, by these presents, cede and transfer, in full and free property, to and on behalf of

WESSEL CORNELIUS ESTERHUYSEN

(Identity Number: 721109 1024 0)

MARRIED TO MARA MARIA ESTERHUYSEN, WHICH MARRIAGE IS GOVERNED BY THE LAWS OF THE REPUBLIC OF SOUTH AFRICA

his Heirs, Executors, Administrators or Assigns,

CERTAIN: ERF NO. 5848 SWAKOPMUND (EXTENSION NO. 18)

SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION

MEASURING: 3 594 (THREE THOUSAND FIVE HUNDRED AND NINETY FOUR) SQUARE METRES as indicated on General Plan S.G. No. A522/2011 and held by Deed of Transfer No. T6414/2011

SUBJECT to the following conditions imposed in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954), namely:

IN FAVOUR OF THE LOCAL AUTHORITY:

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

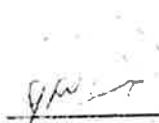
WHEREFORE the Appearer, renouncing all the right and title which the said TRANSFEROR heretofore had to the premises, did, in consequence also acknowledge the said TRANSFEROR to be entirely dispossessed of, and disentitled to, the same, and that, by virtue of these presents, the said TRANSFEREE, His Heirs, Executors, Administrators or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights, and finally acknowledging the purchase price to be the sum of N\$2 951 949,87.

22 AUG 2012


Signed at WINDHOEK on

together with the appearer, and confirmed with my seal of office.

In my presence,



 Registrar of Deeds.



 Signature of Appearer:

1 Transfer Duty Receipt No. 303093013
 OR Exemption Certificate
 Issued at Walvis Bay
 On 17 APRIL 2012
 for N\$155 156,92

Checked: 1 _____
 2 _____

2 I, the undersigned, WILLEM CAREL KOTZE hereby certify in terms of Section 78(a) of Act 23/1992 ("the Act") that all rates leviable in respect of the immovable property contained in this Deed, and all the fees, charges and other moneys due to the local authority council in respect of any service, amenity or facility supplied to such property in terms of the Act, inclusive of any availability charge and minimum charge provided for in section 30(1)(ii) of the Act, have been paid up to and including the date of registration thereof.

 CONVEYANCER



SPECIAL POWER OF ATTORNEY

I/We, the undersigned.

WESSEL CORNELIUS ESTERHUYSEN (ID: 721109 1024 0)

In my/our capacity as:

THE REGISTERED OWNER OF ERF 5848, SWAKOPMUND, EXTENSION NO. 18;

do hereby nominate, constitute and appoint,

VAN DER WESTHUIZEN PLANNING & PROPERTIES CC, P O BOX 1598, SWAKOPMUND

With power of Substitution, to be my lawful Attorney and Agent in my/our name, place and stead, negotiate and to make all necessary applications to Municipality, Town Council, Ministry of Urban and Rural Development or any other authority, for the:

- **REZONING OF ERF 5848, SWAKOPMUND, FROM GENERAL BUSINESS WITH A BULK OF 2.0 TO SINGLE RESIDENTIAL WITH A DENSITY OF 1: ERF; AND SUBSEQUENT SUBDIVISION OF ERF 5848, SWAKOPMUND, INTO 7 PORTIONS AND REMAINDER (STREET).**

At the cost of the applicant and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes as I/We might or could do if personally present and acting herein – hereby ratifying, allowing and confirm all and whatsoever my/our said Attorney and Agent shall lawfully do, or cause to be done, by virtue of these present.

SIGNED at Swakopmund this 22nd day of November 20 22

In the presence of the undersigned witnesses.

WITNESSES:

1. 


WESSEL CORNELIUS ESTERHUYSEN

2. 

Email: classifieds@nepc.com.na

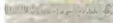
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Received by

No compensation will be considered unless enquiry regarding this postal article is made within one year after the date of posting.



No. 7(6)

2022

REZONING AND SUBDIVISION OF ERF 5848, SWAKOPMUND

Van Der Westhuizen Town Planning and Properties (CC), on behalf of our client, intends to apply to the Swakopmund Municipal Council for the Rezoning and Subdivision of Erf 5848, Swakopmund from General Business with a bulk of 2.0 to Single Residential with a density of 1 dwelling per Erf (1:1 Erf); and subsequent Subdivision of Erf 5848, Swakopmund into 7 Portions and Remainder

7979

Government Gazette 15 December 2022

23

Erf 5848, Swakopmund, currently measures 3 594² in extent and is located on the corner of Chobe, Nossob and Hoanib Streets in Extension 18 (Dunes Development), East of Kranersdorf. The property is currently standing vacant and is not being utilised for any purpose. It is the intention to subdivide the property and use the newly created portions for single residential purposes. It is thus required and necessary to formally apply to the Local Authority and the Ministry of Urban and Rural Development for the proposed rezoning of the property.

Please further take note that -

- (a) the plan of the erf can be inspected at the Public Notice Board of the Swakopmund Municipality located on the Corner of Rakotoka Street and Daniel Kamoh Avenue
- (b) any person having objections to the proposed rezoning or who wants to comment thereon, may lodge such objections and comments, together with the grounds thereof, in writing to the Municipality and the applicant within 14 days of the last publication of this notice.

Please be advised that the written objection must be forwarded within the prescribed time as required by the Urban and Regional Planning Act of 2018. Such written objection or comment must therefore be submitted by no later than 17h00 on 5 January 2023.

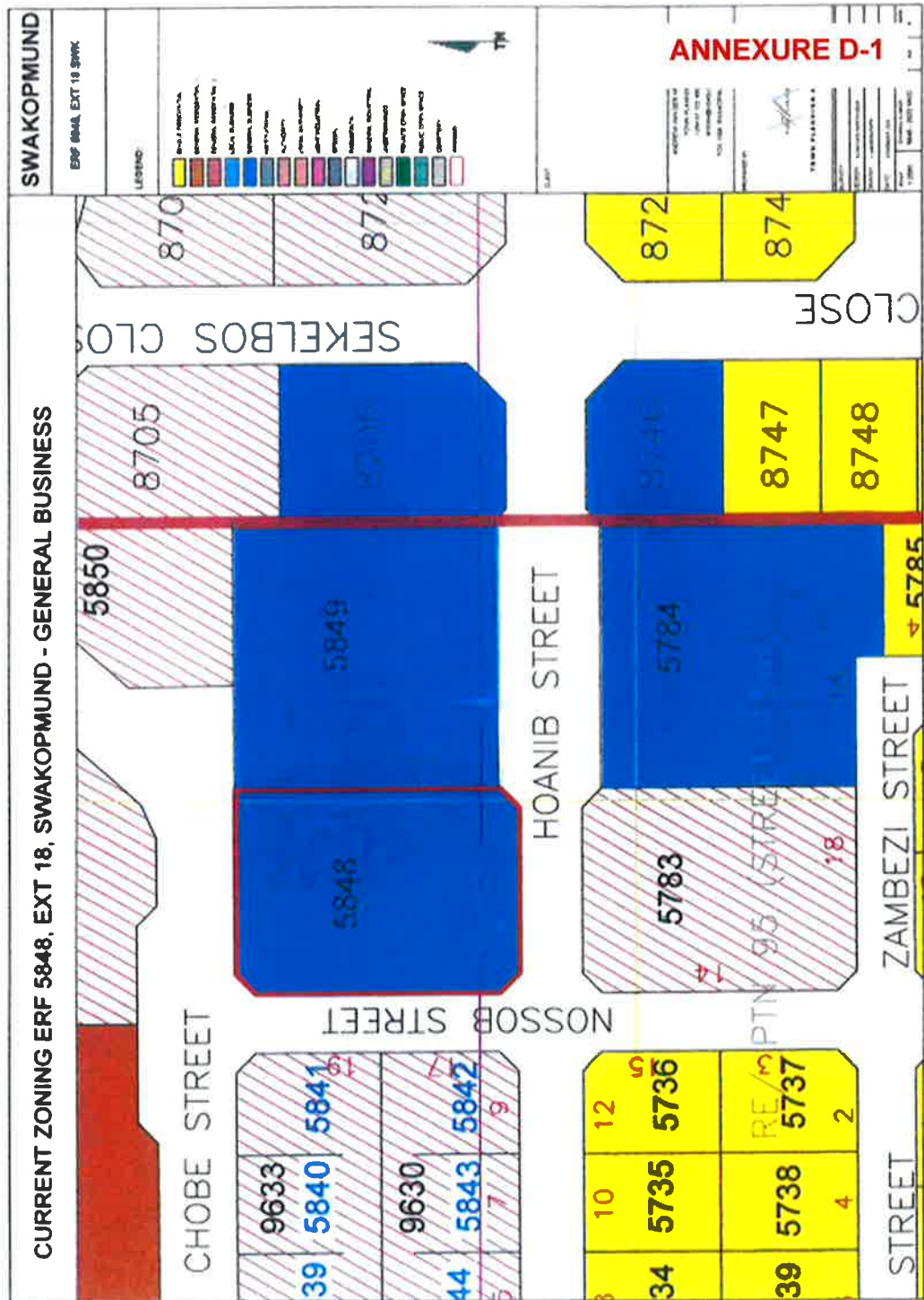
Applicant: Van Der Westhuizen Town Planning and Properties cc

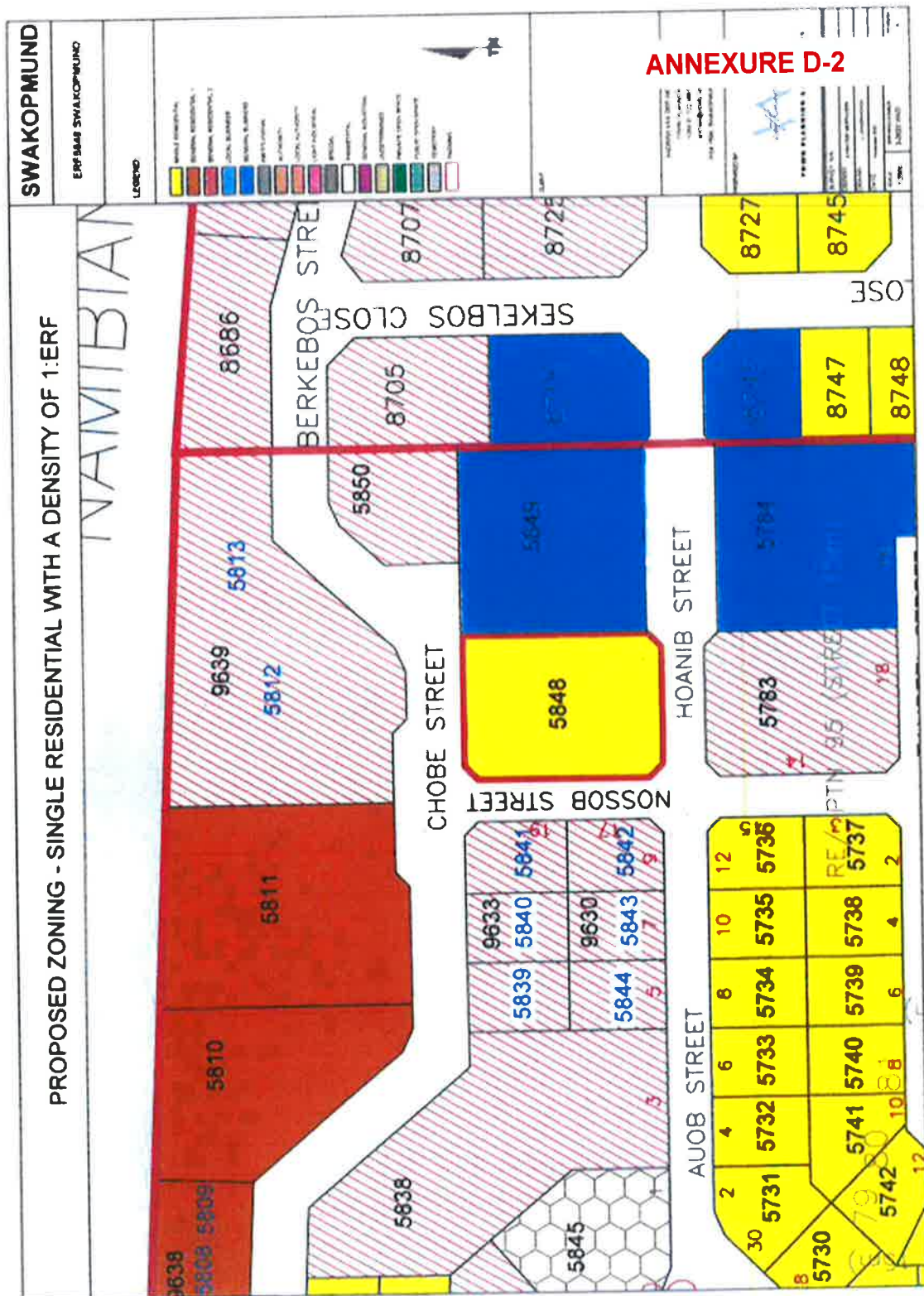
Contact Persons: A van der Westhuizen

Cell: 081-122 4661

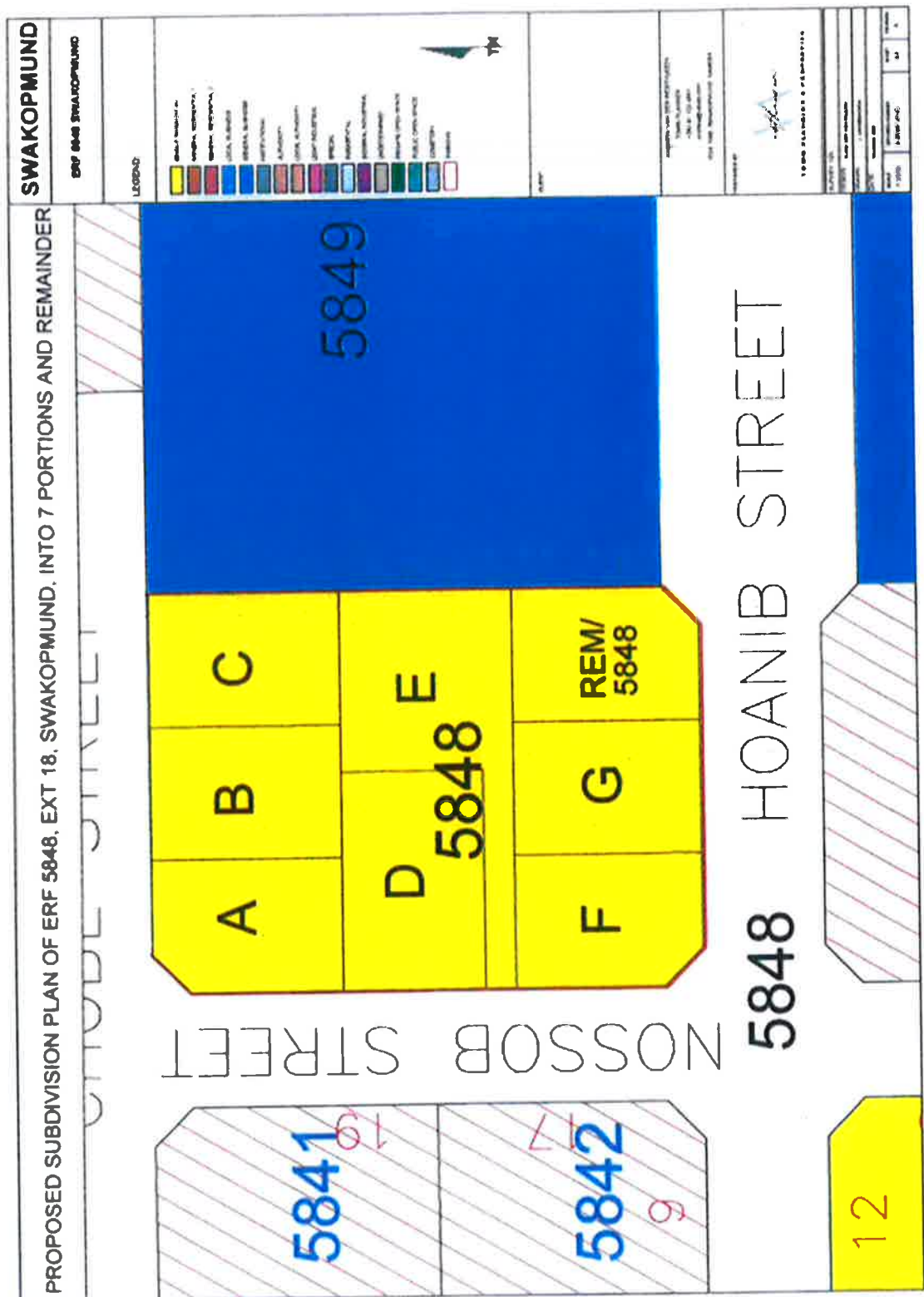
Email: andrew@vdtwp.com

P.O. Box 1598, Swakopmund, Namibia





ANNEXURE D-3



11.1.26 **REPORT ON STAKEHOLDER ENGAGEMENT: PARENTS' CONFERENCE**
(C/M 2023/04/27 - 5/5/1, 51/1)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum **8.10** page **110** refers.

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

Purpose

The purpose of the submission is to provide feedback on the Parents' Conference which was held on **11 February 2023**.

Background

As part of Council's stakeholder engagement and a continuation of the education initiative, the Office of the Mayor hosted the Parents' Conference on **11 February 2023**. The aim of the Conference was to engage parents, students, teachers, and other relevant stakeholders about the importance of parental involvement in a child's education in Namibia. A total of 150 participants attended the event. All relevant stakeholders, including schoolboard chairpersons, Principals, the Education Director, Church leaders, Heads of Police Units, parents, and students attended the event.

The Conference' programme (**see attached**) focused and highlighted the following areas:

1. *The Chief Executive Officer opened the programme with welcoming remarks where he explained the purpose of the gathering. He highlighted the importance of parental involvement in the education of the Namibian child as well as to avoid shifting blame for the day.*
2. *The Mayor in her remarks highlighted the importance of education as an enabler and key that opens any door. She also stressed on the importance of having a high level of education to make life simpler and more successful. The Mayor shared the positive effects of parental involvement and the leading principles for successful partnership of parents and school as; parenting, communicating, volunteering, learning at home, decision-making and collaborating with the community.*
3. *The Education Director for the Erongo region, Mrs. Enfriede Stephanus stressed on the lack of parental involvement as an enabling factor in the ill-discipline of the children. She further noted the importance of placing God as the first source in all the work as that would assist with the discipline of the children.*
4. *The Ministry of Health and Social Services was represented by the Chief Social Worker and the newly appointed Clinical Psychologist. They shared common social issues, in society and how it contributes to behavioral problems in children, or in adults or parents. As well as undealt with trauma and its long-term negative effects on teachers, learners, and parents and how this was affecting their education.*
5. *Mr. Fabian Langenhoven from the CODAC advised the youth to avoid drugs and alcohol in his remarks on substance abuse amongst youth and its*

detrimental effects. Through his personal testimony, Mr. Langenhoven shared the dangers of substance abuse.

6. *Inspector Ileni Shapumba cautioned the learners to refrain from engaging in criminal activities and highlighted the repercussions of such criminal activities. Some learners have been reported to sell and abuse drugs at schools. He mentioned how several employers and universities are seeking the code of conduct as a police clearance. However, should your fingerprints show that you have a criminal offence, this might work against you.*

During the interactive session which allowed open discussions, the following several issues, challenges as well as suggestions were raised from the floor:

1. *The lack of referral centers posed as a challenge in the town as there were not enough.*
2. *Sense of morality is key in the society and that is what the society is lacking. The children are learning the ill-discipline from the society in which they are growing.*
3. *The police need to be present at schools to enhance and ensure the safety of children.*
4. *The resources play a vital role in the education of the youth. However, the current economy limits children from learning in conducive environment due to lack of resources. Possibility to mobilize parents to contribute to the education of our children.*
5. *Influence is critical therefore parents should stop influencing their children negatively.*
6. *Lack of discipline amongst family*
7. *Responsibility of changing the society began with by creating an integrated education system.*
8. *The Municipality needs to implement laws that regulate the mushrooming of bars.*
9. *Place suggestion boxes in streets*
10. *Research centres at schools*
11. *Important to understand the behavior of children and the causes of such behaviour.*
12. *Referral systems need to be implemented so that teachers can sent learners showing signs of behavioral problems instead of waiting for the child to become violent and then sent to correctional facility after being tried by the justice system.*
13. *It was also stressed that the Ministry of Education, Arts and culture needs to fix matters, improve their processes and take their complaints seriously.*

In his closing remarks, Councilor Goraseb emphasized on the ACT model where he advised the attendees to take Apply, Change as well as Teach.

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

RECOMMENDED:

- (a) **That Council takes note of the Parents' Conference Report.**
 - (b) **That a follow-up Parents Conference be held in 2024.**
-



PARENTS' CONFERENCE

11 FEBRUARY 2023
SATURDAY
09H00

Director of Ceremony:
Ms Linda Mupupa,
Public Relations Officer

National anthem and AU: Brass Band	Swakopmund Brass Band	09H00
Scripture Reading and Opening prayer	Pastor Markus Nauiseb	09H05
Welcoming remarks and purpose of the day:	Mr Alfeus Benjamin, Chief Executive Officer	09H10
Keynote Address	Her Worship Cllr Dina Namubes	09H20
Entertainment	(Brass Band)	09H30
Importance of youth development	Ms Leone Jaarsveld, Miss World Namibia contestant	09H45
Importance of parental involvement in child education	Mrs Enfriede Stephanus	10H00
Social issues, in society and how it contributes to behavioral problems in children, or in adults or parents	Ms Audrey Gases: Chief Social Worker	10H15
Undealt with Trauma and its long-term negative effects on teachers, learners, and parents	Ms Gomachas: Clinical Psychologist	
Substance abuse amongst youth and its detrimental effects	Mr Fabian, CODAC	10H30
Repercussions of criminal activities	W/O Witbooi & Cst Gurirab Nampol	10H45
Open discussions		11H00-11H30
Reviews by Schools	Teachers and Learners	
Reviews	Parents	
Closing Remarks	Cllr Blasius Goraseb, Alternate Chairperson of the management Committee	11H30
Au Anthem and National Anthem	All	11H45

11.1.27 **REQUEST FOR ADDITIONAL FUNDS FOR PLACEMENT, MAINTENANCE AND SERVICING OF MOBILE TOILETS**
(C/M 2023/04/27 - 14/2/8/2, 3/1/1/1/1)

Ordinary Management Committee Meeting of 13 April 2023, Addendum **8.12** page **115** refers.

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

The Health Services & Solid Waste Management Department currently deployed 147 mobile toilets at the mole, DRC Seaside area and DRC Waagdaar. The toilets need to be serviced and maintained on a daily basis, therefore the services need to be provided without delay and the facilities need to be maintained and kept in a hygienic condition.

Currently, the funds provided for in the 2022 / 2023 Operational Budget for placement, maintenance and servicing of these toilets are depleted, due to the ever-escalating servicing and maintenance costs of the mobile toilets. It is against this background that additional funds are therefore urgently required for the servicing and maintenance of mobile toilets for the remaining four (4) months in the 2022 / 2023 financial year. It is required that an additional amount of N\$800 000.00 be allocated by the Finance Department to Vote: 450015560500, (Rental of mobile toilets), where an amount of N\$187 542.00 is available. Under the **Capital Budget 2022/23** the following funds were budgeted for:

- N\$1 444 946.00 (Budgeted amount)
- +N\$ 800 000.00 (deficit fee)
- N\$ 2 244 946.00

The Health Services & Solid Waste Management Department therefore has a budget deficit of N\$800 000.00 due to the escalating servicing and maintenance cost. The Management Committee is therefore requested to source for additional funds in order to augment the operational Budget for the placement, maintenance and servicing of the mobile toilets.

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

RECOMMENDED:

- (a) That the Council approves the request for additional funds of N\$800 000.00 for the Health Services Department & Solid Waste Management.
- (b) That the General Manager: Finance secures funds amounting to N\$800 000.00 for the placement, maintenance, and servicing of the mobile toilets to Vote: 450015560500, (Rental of mobile toilets).
- (c) That the General Manager: Engineering Planning Services applies for fundings from Ministry of Urban and Rural Development for this project.

11.1.28 **REQUEST FOR TRANSFER OF FUNDS FROM THE MID-BLOCK SEWERS REPLACEMENT, PHASE 4 PROJECT TO THE UPGRADE OF GROOTFONTEIN ROAD AND ONDJAMBA AVENUE ROAD CONSTRUCTION PROJECT**

(C/M 2023/04/27 - 3/1/1/1/1)

Ordinary Management Committee Meeting of 13 April 2023, Addendum 8.13 page 116 refers.

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

Purpose

The purpose of this submission is to attain permission to transfer funds from capital vote number 750031007700 [Mid-Block Sewers Replacement Phase 4] under the 2022/2023 Financial Budget into capital Vote Number 650031021500 [Upgrade of Grootfontein Road from Regenstein to Ondjamba Avenue] and capital Vote Number 650031021600 [Ondjamba Avenue - Phase 1] under the 2022/2023 Financial Budget.

Discussion

In the 2020/2021 financial budget, provision was made for the Mid-Block Sewers Replacement, Phase 4 for a reserved amount of N\$8 303 000.00. As from the 2020/2021 financial budget the balance amount under the capital vote concern has been made available for continuation projects up to this current financial year of 2022/2023.

The Works Contract for the replacement of midblock sewers was awarded to Quiver Tree Investments One Three cc on the 12th of October 2020 for an amount of N\$ 6 901 616.39. The appointment was made under the contract reference: W/ONB/SM-006/2022 [Rehabilitation of Sewer Systems, Phase 4: Mondesa]. The project was completed on the 05th of December 2022, and it is currently in its Defects Liability period which will end on the 05th of December 2023. A maximum amount of N\$236 192.62 (Vat Included) is expected to be paid out to the contractor as a released retention at the end of the defect liability period. The current balance in the capital vote number 7500310077-00 [Mid-Block Sewers Replacement Phase 4] stand at N\$3 921 920.03. Final estimates upon the release of the retention concern will result in a surplus of N\$3 685 007.41.

The 2022/2023 capital budget further made provision for two projects namely the Upgrade of Grootfontein Road, (from Regenstein to Ondjamba Avenue) and Ondjamba Avenue. The budget provision under the capital Vote Number 650031021500 [Upgrade of Grootfontein Road from Regenstein to Ondjamba Avenue] is N\$ 5 000 000.00 and N\$5 500 000.00 in the capital Vote Number 650031021600 [Ondjamba Avenue - Phase 1].

Upon final design and determination of the cost estimates, it was realised that the funds provided for Grootfontein road and Ondjamba Avenue project, was inadequate to successfully execute their

construction. The budget provision for the Grootfontein Road and Ondjamba Avenue both have a shortfall of N\$1 500 000.00 respectively, amounting to a total shortfall of N\$3 000 000.00.

The Department of Engineering and Planning Services would hereby seek the permission for the shortfall amount of N\$ 3 000 000.00 to be obtained from the above defined and expected surplus capital under capital vote number 750031007700 [Mid-Block Sewers Replacement Phase 4] and for this amount to be equally distribute and transferred to vote number 65-00-3-10-215-00 [Upgrade of Grootfontein Road from Regenstein to Ondjamba Avenue] and capital vote number 650031021600 [Ondjamba Avenue - Phase 1] respectively.

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

RECOMMENDED:

- (a) That the General Manager: Finance be granted permission to transfer the amount of N\$1 500 000.00 available for the year 2022 / 2023 on capital Vote: 750031007700 [Mid-Block Sewers Replacement Phase 4] to Vote: 650031021500 [Upgrade of Grootfontein Road from Regenstein to Ondjamba Avenue].**
 - (b) That the General Manager: Finance be granted permission to transfer the amount of 1 500 000.00 on capital Vote: 750031007700 [Mid-Block Sewers Replacement Phase 4] to Vote: 650031021600 [Ondjamba Avenue - Phase 1].**
 - (c) That the General Manager: Engineering Services and Planning applies for funding from the Ministry of Urban and Rural Development for this project.**
-

11.1.29 **TRANSFER OF FUNDS**

(C/M 2023/04/27 - 15/4/1, 3/1/1/1/1)

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

Council on **15 September 2023** under item **8.17** resolved as follows:

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

In pursuance of the resolution above, the User Department cannot implement such resolution, because of the wrong vote number that was indicated in the submission.

The purpose of this submission is to seek Council's permission to transfer funds on Vote **350031016700** from the **2021/2022** financial year to the **2022/2023** financial year.

2. Background

During 2021/2022 financial year, Council made a budgetary provision of **N\$7 500 000.00** for the purchasing of a Fire Pumper Unit with equipment.

3. Discussion

A contract to supply and deliver a Fire Pumper Unit was awarded to Messrs. Cosmos Fire Fighting Technologies where after a purchase order **No 0001152508** valued at **N\$6 317 096.24** was issued on **8 March 2022**. The Fire Fighting Pumper Unit was promptly delivered on **25 April 2022**, and its currently parked at the Main Fire Station.

Unfortunately, the container with firefighting equipment has not yet been received due to a worldwide shortage of shipping vessels from Austria to the amount of **N\$1 191 721.42**. The container with the equipment has arrived and delivered to the Fire Brigade at the end of January 2023.

4. Conclusion

It is for this reason that Council is being requested to transfer the amount of N\$2 006 872.83 to the financial year 2022 / 2023 to enable Council to pay for the delivery of equipment.

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

RECOMMENDED:

That approval be granted to the General Manager: Finance to transfer N\$2 006 872.42. (Vote: 350031016700) from 2021/2022 to the 2022 / 2023 financial year to enable the Economic Development Services Department to purchase the firefighting equipment.

11.1.30 **CANCELLATION OF LEASING THE MUNICIPAL CAFETERIA BY MESSRS GCR ONE TRADING CC**
(C/M 2023/04/27 - 13/3/1/10)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum 7.2 page 18 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 cancellation of leasing the Municipal Cafeteria by GCR One Trading CC (hereinafter referred to as "GCR").
- Consider the future use of the Municipal cafeteria

On **22 February 2023**, notice of termination of the lease of the Municipal cafeteria was received from GCR informing Council that they no longer intend to continue with the lease of the cafeteria. Another email was received from Ms Natalie Steven of GCR stating that they intend to terminate the lease with effect from **01 March 2023** and not 14 March 2023 as indicated in the letter. A copy of the letter and email is attached as **Annexure "A"**.

Their email was acknowledged as per letter dated **28 February 2023, Annexure "B"**.

2. Background

Council has been renting out the Municipal cafeteria ever since 2012. None of the lessees were successful until the end of the lease period. The following tenants were granted opportunities to lease the facility:

	NAME OF TENANT	COMMENCEMENT DATE	TERMINATED DATE	OUTSTANDING AMOUNT AS ON 3 MARCH 2023
1	Mr Edward Patrick Camm t/a E. P. C Events & Catering	01 November 2012	30 November 2013	N\$ 0.00
2	Ms E Broodryk t/a The Peanut Gallery	01 February 2015	31 May 2017	N\$ 0.00
3	Tyetu Trading Enterprises CC	01 June 2017	February 2020	N\$ 11 675.26
4	Searock Investments CC t/a Braai World	01 July 2020	04 January 2021	N\$ 15 621.92

On **27 January 2022**, under item 11.1.41, Council approved the termination of the lease agreement of Searock Investments CC for leasing the municipal cafeteria. Council invited proposals from the public as per notice 17/2022 and the following were received:

- GCR One Trading CC
- Zest Catering and Retail CC

- *Fundamental Trading Enterprises*
- *African View Accommodations & Tours CC*
- *Ms Johannie Du Toit t/a JDT Catering*
- *Mafei's Catering Services CC*

On **24 May 2022** under item 11.1.3, Council approved the lease proposal of GCR One Trading CC to lease for a period of 12 months starting from 01 August 2022 until 31 July 2023. The monthly rental was N\$1 228.35 + N\$184.25 (15% VAT, water and electricity included).

In terms of Council's resolution of **30 September 2021**, item 11.1.27, Council waives the monthly rental of the municipal cafeteria during December as Council is in recess and most employees are on leave. GCR was exempted from paying the rental of December 2022. As per account statement of February 2023, their account is in arrears with N\$ 5 276.40.

3. Current Situation

As per letter dated **01 February 2023**, GCR informed Council that they no longer wish to continue with leasing the cafeteria. Lessees of the cafeteria come with courage of good idea and expectations to make good business but end up not getting the expected customers and income to survive. Their business was depended on the income from the catering at the monthly Management Committee meeting and the support of the municipal staff members; and restricted to short operating hours due to their location inside the Municipal Head Office. The income generating capacity was extremely limited and profits was very low in comparison with the past tenants. The increases of prices of goods/ products have affected the seller and buyers to meet.

Another contribution factor that causes the lessees to fail or not be profitable was due to an indoor municipal cafeteria which is not viable as a publicly accessible restaurant, few number of staff and public that frequently visit and support their business. Other factors such as location, limited variety of goods, costing issues due to low turnover but high staff overheads and stock levels required, the limited hours and limited events from which to generate profits contribute to the lack of success. Considering all these factors, a small business not yet established cannot survive and grow hence they always end up cancelling before lease expires.

The facility is now vacant, and from the experience it is highly unlikely that another operator will be able to make a success of the cafeteria. Council is also experiencing difficult with past lessees not paying their account which are still in arrears with a total amount of N\$ 32 573.58.

- *Tyetu Trading Enterprises CC* - N\$ 11 675.26
- *Searock Investments CC* - N\$ 15 621.92
- *GCR One Trading CC* - N\$ 5 276.40

The statements indicating the outstanding amount is attached as **Annexure "C"**.

4. Proposals

To avoid more arrears from leasing the cafeteria, it is proposed that Council convert the facility to office space. Should Council approved to convert the cafeteria to office space, it is proposed that Council considers selling the absolute items and redundant cafeteria equipment's by way of public auction at the value to be determined by the Chairperson of the Management Committee and Chief Executive Officer.

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

RECOMMENDED:

That redundant cafeteria equipment be sold by way of public auction at a price to be determined by the Chairperson of the Management Committee and Chief Executive Officer.

Margaret Sheehama

From: GCR Zero Trading <gcrzero@gmail.com>
Sent: Wednesday, 22 February 2023 11:24
To: Margaret Sheehama
Cc: Stephny Bruwer; Andre Plaatjie
Subject: Re: Notice on Cafeteria
Attachments: imagecf0936.PNG

ANNEXURE "A"

Thanks

Sorry she was suppose to Inform that we will give it back on the 01 March as notice was given on 01 February.

Technical typing error.

Kindly advice if it's in order.

Natalle Steven

On Wed, 22 Feb 2023, 11:14 Margaret Sheehama, <msheehama@swkmun.com.na> wrote:

Dear GCR Zero Trading

I acknowledge receipt of your e-mail and hereby confirm that Council will be informed accordingly.

Regards

Margaret



Margaret Sheehama
Property Officer | Corporate Services &
Human Capital
Municipality Swakopmund

Margaret Sheehama

From: Margaret Sheehama
Sent: Wednesday, 22 February 2023 11:14
To: 'GCR Zero Trading'
Cc: Stephny Buiwer, Andre Plaatje
Subject: RE: Notice on Cafeteria

Dear GCR Zero Trading

I acknowledge receipt of your e-mail and hereby confirm that Council will be informed accordingly.

Regards

Margaret

From: GCR Zero Trading <gcrzero@gmail.com>
Sent: Wednesday, 22 February 2023 11:01 AM
To: Margaret Sheehama <msheehama@swakmun.com.na>
Subject: Notice on Cafeteria

Good Day Ms.Margaret Sheehama

Kindly find attached letter from GCR ONE TRADING as we are giving Notice on Cafeteria.

We have sent it Through several times but did not get any response.

Hope to hear from you soon.

Regards
Admin

P.OBOX 128
Swakopmund
Namibia
01 February 2023
gcrzero@gmail.com

To Whom It May Concern

GCR ONE TRADING would like to thank you for the opportunity you have given us to operate the Cafeteria at the Municipality of Swakopmund.

We hereby want to inform that we want to give notice on the Cafeteria.

We will give the Cafeteria back on the 14 March 2023, if all is in order.

Hope this will not be a problem.

Hope it's in order if there is any information needed do not hesitate to contact us.

Regards

Natalie Steven

ANNEXURE "B"

Ref No: 13/3/1/10

MUNICIPALITY OF SWAKOPMUND

(064) 4104213
088 614 514
53 Swakopmund
NAMIBIA
www.swkmun.com.na
msheehama@swkmun.com.na

Enquiries: Ms M Sheehama

28 February 2023

GCR One Trading CC
P O Box 171
SWAKOPMUND
13001

gcrzero@gmail.com

Attention: Rolaine Doyle / Natalie Steven

Dear Sir or Madam

TERMINATION OF THE LEASE AGREEMENT OF MUNICIPAL CAFETERIA

We acknowledge receipt of your email on 22 February 2023 in which you indicated that you intend to terminate the lease agreement of the Municipal Cafeteria with effect from 01 March 2023.

The matter will be reported to Council whereafter you will be informed accordingly.

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

Yours faithfully

A handwritten signature in black ink, consisting of a series of loops and strokes, enclosed within an oval border.

Mr A Platjie
GM: CORPORATE SERVICES & HC (Acting)

/ms

Copy: GM: Finance - Please take note that GCR One Trading CC has terminated the lease of the cafeteria with effect from 01 March 2023

ANNEXURE "C"



Municipality of Swakopmund

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

GCR ONE TRADING CC
P O BOX 171
SWAKOPMUND
9000

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2023/02/22
Account Number	43282714152
Reference	20230222-10012
Deposit	1412.60

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
			01/23	BALANCE B/100		0.00	5088.40	5088.40
			02/23	020018 REDUCTION		0.00	2503.05	2503.05
			02/23	WATER	15%	198.22	2228.95	2427.17
			03/23	SE WIRE BRIDALG SERV - 80W	15%	2.55	11.05	13.60
			03/23	SE CLEANING SERVICE FOR	15%	2.47	18.48	20.95
			03/23	DISPOSAL FEE FOR	15%	30.90	204.00	234.90
Total						229.97	5088.40	5276.40

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	212.40	1688.00	1688.00	1688.00	5276.40

MESSAGE

PLEASE NOTE: THE DISCONNECTION OF WATER SUPPLY FOR OVERDUE ACCOUNTS WILL COMMENCE FROM 01 MARCH 2023.

Property Information				Details of Property Assessment	
Stand No.	00002827	Ward	1	Valuation	Improvements
Township	001.043 INDUSTRIAL AREA SWAK				
Street Address				Building Clause	
Portion	000514			Valuation	Date
Area	1				
Unit	001.043.00002827.000514.0000000000			Annual Levy	

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2023/03/07
GCR ONE TRADING CC	Account No.	43282714152
REMITTANCE ADVICE	Amount	5276.40

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



Municipality of Swakopmund

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

SEAROCK INVESTMENTS CC
P O BOX 10888
WINDHOEK
9000

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2023/02/22
Account Number	43282714142
Reference	20230222-10011
Deposit	

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
			01/23	KALASCH 11/11/20		0.00	15621.92	15621.92
Meter Readings Dates								
Previous	Current							
			Total			0.00	15621.92	15621.92

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	15621.92	0.00	0.00	0.00	15621.92

MESSAGE

PLEASE NOTE: THE DISCONNECTION OF WATER SUPPLY FOR OVERDUE ACCOUNTS WILL COMMENCE FROM 01 MARCH 2023.

Property Information				Details of Property Assessment	
Stand No.	00002827	Ward	1	Valuation	
Township	001043 INDUSTRIAL AREA SWAK			Land	Improvements
Street Address	MUNICIPAL BUILDING			Building Clause	
Portion	00REM			Valuation	Date
Area	1			Annual Levy	
Unit	001043/00002827/00REM/00000000				

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2023/03/07
SEAROCK INVESTMENTS	Account No.	43282714142
REMITTANCE ADVICE	Amount	15621.92

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0885519140
E-Mail for confirmation: payments@swakmun.com.na



Municipality of Swakopmund

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

TEYETU TRADING ENTERPRISES CC
P O BOX 810
SWAKOPMUND
9000

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2023/02/22
Account Number	43282714132
Reference	20230222-10010
Deposit	1150.00

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
			01/22	PALATKA RIFER		0.00	11675.26	11675.26
Meter Readings Dates								
Previous	Current							
			Total			0.00	11675.26	11675.26

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	11675.26	0.00	0.00	0.00	11675.26

MESSAGE

PLEASE NOTE: THE DISCONNECTION OF WATER SUPPLY FOR OVERDUE ACCOUNTS WILL COMMENCE FROM 01 MARCH 2023.

Property Information				Details of Property Assessment	
Stand No.	00002827	Ward	1	Valuation	
Township	001 043 INDUSTRIAL AREA SWAK			Land	Improvements
Street Address				Building Clause	
Portion	00BEM			Valuation	Date
Area	1			Annual Levy	
Unit	001 043/000/02827/00BEM/0000/0000				

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date
TEYETU TRADING ENTE	2023/03/07
Account No.	Amount
43282714132	11675.26
REMITTANCE ADVICE	

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

11.1.31 **APPLICATION BY MR HANS TATE-ATI NDEVAETELA TO WAIVE THE PRE-EMPTIVE RIGHT OVER ERF 2016, MATUTURA, EXTENSION 10**
(C/M 2023/04/27 - E 2016 M)

Ordinary Management Committee Meeting of 13 April 2023, Addendum 10.2 page 41 refers.

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

1. INTRODUCTION

This submission serves to request Council to consider the application of Mr Hans Tate-ati Ndevaetela to waive the pre-emptive right to sell Erf 2016, Matutura to a third party. The attached letter dated **19 January 2023 (Annexure "A")** was received from Messrs Leandri Lambert Legal Practitioners on behalf of Hans Tate-ati Ndevaetela requesting Council's consent to waive the pre-emptive right of 10 years over Erf 2016, Matutura, Extension 10.

2. BACKGROUND

Erf 2016, Matutura was allocated to Mr Ndevaetela on **01 August 2018 (Annexure "B")** is the Mass Housing Home Loan Sales Agreement. Messrs Conradie & Damaseb on 17 June 2022 confirmed the transfer of ownership which was registered on **16 June 2022 (Annexure "C")**.

3. APPLICATION

As per letter attached dated **19 January 2023 (Annexure "A")** from Messrs Leandri Lambert Legal Practitioners on behalf of Mr Ndevaetela requesting Council to waive the pre-emptive right in order to sell Erf 2016, Matutura Ext 10. They motivate the request because Mr Ndevaetela will be relocating to another town and can therefore not financially sustain two properties.

4. CURRENT SITUATION

As stated in the letter, Mr Ndevaetela will be relocating with his family and will therefore not be able to financially sustain two properties. He tried renting out the house and was served with a notice of eviction by NHE because he was missing payments. Mr Ndevaetela contends that his salary cannot suffice for two houses and by virtue of this, he wishes to sell the house, to prevent non-payment on his bond for Erf 2016. Mr Ndevaetela wishes to sell Erf 2016, Matutura to Mr Junias Nghilifavali Amunyela who is a first time home purchaser and applied with NHE on 14 February 2023. Mr Ndevaetela is aware of the pre-emptive right registered over his property which will only expire, **16 June 2032**. Due to his current financial situation, he requests that Council grants him permission to sell Erf 2016, Matutura to Mr Amunyela to ease his financial situation.

5. PRE-EMPTIVE RIGHT

As per the Tripartite agreement signed on 08 October 2020 (**Annexure "D"**) entered by and between Mr Ndevaetela, Council, and NHE the erf is subjected to the following condition, under clause 2.3.1:

The Council and/or the NHE may cede and assign their rights and obligations in terms of this agreement to any other person, provided they have given written notice thereof to the beneficiary. The Beneficiary may not cede and assign any rights or obligations under this agreement for the duration for the 10 (ten) years period...

Therefore, the purchaser is not allowed to sell the property to a third party before the 10 years lapses or, unless it is first offered back to Council.

6. PREVIOUS RESOLUTION FOR SIMILAR CASE

The most recent resolution for a similar requests was passed by Council to waive the pre-emptive right on **28 July 2022** Council under item 11.1.14:

- (a) *That Council waives the 10-year restriction over, Erf 2592, Matutura and permits the sale of Erf 2592 to third party.*
- (b) *That Ms Engelbrecht be informed that she no longer qualifies for allocation an erf under the low-cost housing projects, as she is no longer a first-time property owner.*
- (c) *That Ms Engelbrecht submits the third party's information in order to determine whether or not he or she is eligible to purchase the house. The purpose of low-cost housing is defeated if the house is sold to a third party who is not on the Master Waiting List and is not a first-time homeowner.*
- (d) *That the Ministerial approval be obtained to allow Ms Engelbrecht to sell Erf 2592 to a third party.*

And on **30 June 2022** under item 11.1.20:

- (a) *That Council waives the pre-emptive right registered over Erf 2626, Matutura and permit Ms A Kotze to sell the property to the third party.*
- (b) *That Ministerial approval is obtained from MURD to allow Ms A Kotze to sell to Ms E Lukas (third party).*

7. RECENT MINISTERIAL EMPHASIS

The Housing Act currently makes provision for the resale of land by Build Together recipients to 3rd parties only once a quarter of the loan period of 20 years has expired. Persons that have received land from the Build Together programme can therefore only sell land if at least 5 years has lapsed from the date of the allocation of the loan. In line with this provision, Council similarly sold its land at the Closed Bid Sale of 2012 with a 5-year pre-emptive right. All bidders were made aware of this condition throughout the entire process of the sale. The intention was therefore to not allow the resale of any land within at least 5 years from the date of transfer.

In order to address the great national demand for residential land, the Minister has however recently indicated that greater emphasis will now be placed on the pre-emptive period placed on properties

sold and that it is planned to even extend the period from 5 years to 10 years.

8. **DISCUSSION**

NHE cannot grant permission for the property to be sold to the third party as it forms part of the Mass Housing Development Programme which falls under the Ministry of Urban and Rural Development (MURD). Thus, approval needs to be obtained from the Custodian Ministry (MURD).

Messrs Leandri Lambert Legal Practitioners attached the third parties information as well as the proof of application with NHE as seen in **Annexure "A"**. Mr Amunyela is the third party who Mr Ndevaetela intends to sell Erf 2016, however Mr Amunyela does not appear on the Master Waiting List as he recently applied for housing with NHE on 14 February 2023.

<i>The Third-Party Criteria</i>	<i>Do They Comply</i>
1. <i>He or she must be on the Master Waiting List</i>	Yes
2. <i>Must reside in Swakopmund</i>	Yes
3. <i>Must be a first-time homeowner</i>	Yes
4. <i>Must earn at least N\$ 6000.00 or more</i>	Yes

According to the proof of application attached as **Annexure "A"** Mr Junias Nghilifavali Amunyela does meet the abovementioned criteria.

9. **PROPOSAL**

It is therefore proposed that Council exercise its discretion to waive the 10 year restriction over erf 2016, Matutura to enable Mr Ndevaetela to sell the said erf to a third party. It is further proposed that Mr Ndevaetela be informed that he no longer qualifies for allocation of an erf under the low-cost housing projects, as is no longer a first-time property owner. It is proposed that Ministerial approval be obtained to allow Mr Ndevaetela to sell Erf 2016 to a third party.

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

RECOMMENDED:

(a) That Council waives the 10-year restriction over, Erf 2016, Matutura and permits Mr Ndevaetela to sell Erf 2016 to a third party, that meets the following criteria:

1. *He or she must be on the Master Waiting List*
2. *Must reside in Swakopmund.*
3. *Must be a first-time homeowner.*
4. *Must earn at least N\$6 000.00 or more.*

(b) That Ministerial approval be obtained to allow Mr Ndevaetela to sell Erf 2016, Matutura to a third party who meets the criteria in (a) above.

(c) That Mr Ndevaetela 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 .

ANNEXURE "A"

UNIT 2, THE VILLAGE
6 LUTHER STREET
WINDHOEK
P O BOX 11258
KLEIN WINDHOEK

leandri.lambert@gmail.com
Mobile Number : +264 81 310 4578

LEANDRI LAMBERT LEGAL PRACTITIONERS

YOUR REF:

OUR REF: L LAMBERT

THE CHIEF EXECUTIVE OFFICER
MUNICIPALITY OF SWAKOPMUND
P O BOX 53
SWAKOPMUND
13001

URGENT

YOUR REF: ERF 2016, MATUTURA

OUR REF: AMU1/0001/L LAMBERT

19 JANUARY 2023

Dear Sir

**OUR TRANSFER: HANS TATE-ATI NDEVAETELA TO JUNIAS NGHILIFAVALI AMUNYELA
ERF NO. 2016 MATUTURA, SWAKOPMUND**

We have been instructed to attend to the above transfer.

This letter is a formal request to have our client exempted from the liability of occupying the NHE houses for ten years before alienating as set out in Clause B of the Deed of Transfer No. 3486/2022 (Annexure 1).

Mr. Ndevaetela will be relocating with his wife and children and will therefore not be able to financially sustain two properties. There was a time he tried renting out the house and

was served with a notice of eviction by NHE because he was missing payments. The letter of eviction from NHE are attached hereto (Annexure 2). Mr. Ndevaela contends that his salary cannot suffice for two houses and by virtue of this, he wishes to sell the house, to prevent non-payment on his bond and subsequent attachment of the above property.

Moreover, Mr. Ndevaela wishes to sell to Mr. Junias Amunyela – ID attached herewith as Annexure 3 –who is a first-time home purchaser.

We therefore ask the Council to give consent for the pre-emptive right to be waived for the transfer of the property to move forward.

We have enclosed all other necessary documentation hereto for your reference.

Thank you for considering our request; we anticipate your response.

Yours faithfully



LEANDRI LAMBERT LEGAL PRACTITIONERS





NATIONAL HOUSING ENTERPRISES
Cnr. Frankie Abrahams & Nathaniel Maruthi Ave. Kuisebmond
Walvisbay

P.O. Box 7240 Kuisebmond
Tel nr. 064 - 202022 - Email: wanaw@nhe.com.na - Fax nr. 064 - 207931

14 February 2020

HOUSE OWNER: Nans Tate-Ati Ndevaetela
ERF NO: 2016
TOWNSHIP: Matutura Swakopmund

CONTRACT CANCELLATION ACC NO: PNDE0092 ERF NO: 2016

Your Sales Agreement has been submitted to the Magistrates Court for cancellation. You will receive a Summons in due course.

This drastic step has become necessary due to your instalments being in arrears with **NS 10 689,76** - **10 470,00**

Think about your family and save them the inconvenience of being evicted from the house by immediately paying your arrears. We will only stop action after all the outstanding amounts has been paid.

To avoid this inconvenient situation, please contact Ms. W. Wana at NHE-Walvisbay Office in Kuisebmond. Alternatively call landline 064-202022 or mobile 081 1437324 for any enquiries and to make urgent payments on the account. We trust that you will regard this letter in a very serious light as you may lose your house.

Thank you for your co operation.

Regional Office - West
BUSINESS DEVELOPMENT

Payments can be made. NHE offices,
Bank Details: Standard Bank of Namibia Account Number: 06160607 Branch code: 000000



STATEMENT OF LOAN ACCOUNT

As At 14-2-2020

Client Name	Client Code	Account No
Ndevetela, Hans Tate - At P o Box 7469, Swakopmund	PNDE0092	26554
Status	Start Date	Interest %
Open	01/07/2018	9.25
Financed Amount	Loan Period	Loan Balance
444900.00	240	440118.73
Remaining Period	Erf	Township
222 months	123-2016	Matutara Swakopmund

TRANSACTION LISTING

Effective Date	Value Date	Trx Code	Trx Description	Ref No	Debit	Credit	Balance
20/12/2019	20/12/2019	1110	Cheque Multiple Rec	H1003230H		-4600.00	426899.72
31/12/2019	31/12/2019	1401	Interest Charge	Int-9.5	3483.32		432383.04
01/01/2020	01/01/2020	1702	Mortgage Insurance : Credit Link	71951	432.38		432815.43
01/01/2020	01/01/2020	1701	Property Insurance : Credit Link	71951	78.67		432894.10
24/01/2020	24/01/2020	1110	Cheque Multiple Rec	H2000566H		-4600.00	428294.10
28/01/2020	28/01/2020	1909	Bond Reg Costs - CL	37505278	7815.00		436109.10
31/01/2020	31/01/2020	1401	Interest Charge	Int-9.5	3491.36		439600.46
01/02/2020	01/02/2020	1702	Mortgage Insurance : Credit Link	72132	439.60		440040.06
01/02/2020	01/02/2020	1701	Property Insurance : Credit Link	72132	78.67		440118.73

GENERAL FIELDS LISTING

Descriptions	Value
Mortgage Insurance premium	439.60
Property Insurance premium	78.67
Scheduled Installment	4147.08
Payable Installment	4665.32

ARREARS AGE ANALYSIS

Current	30 days	60 days	90 days	120+ days	Total
4665.32	4665.32	1359.12	0.00	0.00	10689.76

2022-05-24

DEED OF TRANSFER NO.

3486 / 2022

ERF NO. 2016 MATUTURA (EXT 10)

Conradie Incorporated
Legal Practitioners & Conveyancers
R.O. Box 2807
Windhoek, Namibia
Tel: (084) 224418

2.

And the said Appearer declared that his Principal truly and lawfully donated the within mentioned property on 8th OCTOBER 2020 which donation was accepted by the transferees on 8th OCTOBER 2020.

and that he in his capacity aforesaid did, by these presents, cede and transfer, in full and free property, to and on behalf of

HANS TATE-ATI NDEVAETELA
IDENTITY NUMBER 840603 1065 4
UNMARRIED

His Heirs, Executors, Administrators or Assigns,

CERTAIN	Erf No. 2014 MATUTURA Extension No. 10
SITUATE	In the Municipality of SWAKOPMUND Registration Division "G" Bongolo Region
MEASURING	315 (Three One Five) Square Metres as indicated on General Plan S.G No. A 367/2017
HELD	By Certificate of Registered Title No. T 4502/2018
A. SUBJECT	to the following conditions imposed in Government Gazette No 6904 Government Notice No 119/2019 dated 15 May 2019, namely:

IN FAVOUR OF THE LOCAL AUTHORITY

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

3.

- b) The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the prevailing valuation of the erf.

B. FURTHER SUBJECT TO THE FOLLOWING CONDITIONS NOW NEWLY IMPOSED IN FAVOUR OF THE MUNICIPAL COUNCIL OF SWAKOPMUND ("THE COUNCIL") AND NATIONAL HOUSING ENTERPRISE, ESTABLISHED IN TERMS OF THE NATIONAL HOUSING ENTERPRISES ACT 5 OF 1993 ("NHE"), TO WIT:

"the property, any portion thereof or share therein may not be alienated within a period of 10 (ten) years from date of first transfer of the property unless:

1. the council, in consultation with NHE, has consented thereto in writing, and
2. the property was offered for sale to the council in writing and the council, in consultation with nhe, has rejected the offer in writing. The council shall be entitled to accept the offer at a price equal to:

2.1 the costs of construction of the dwelling at the property as charged by nhe to the transferee, and

2.2 the reasonable costs of any additional improvement of the property other than the said construction costs, as determined by an independent valuator appointed by the council, whose determination shall be final and binding on the parties concerned.

The council shall accept or reject the offer in writing within 60 (sixty) days of receipt of the offer. "alienate" shall not be construed as to include an alienation on account of a marriage in community of property, death, divorce, sequestration or any other change in the legal status of the owner of the property, on the understanding that the restraint on alienation shall be binding on the alienor/s and his/their successor-in-title for the remaining period of the restraint."

1

N



REPUBLIC OF NAMIBIA

MINISTRY OF FINANCE
INLAND REVENUE DEPARTMENT
ZERO TRANSFER DUTY RECEIPT

Receipt Number: 22284956

Office Name	TIN	Taxpayer Name	Postal Address	Received by
Walvis Bay Regional Office	04958741	Hans Tate-ati Ndevaetela	Box 7469; Otjiwarongo; Namibia;	Josefine, Uupindi

Transfer Duty Details:

Transferor Name(Seller)	Municipality Of Swakopmund		
Transferee Name (Purchaser)	Hans Tate-ati Ndevaetela		
Conveyancer Name	Conradie & Damaseb Legal Consultancy Cc		
Physical Address of Property	ERF NO 2016, EXTENSION 10, MATUTURA		
Town	SWAKOPMUND	Region	ERONGO
Size of Property	315	Date of Transaction	08-10-2020
Consideration (Purchase Price)(N\$)	467900.00	Transfer Duty paid on (N\$)	467900.00

Print Date: 18-01-2021

100

✓

Waiting List

Dear Prospective Customer

We hereby would like to acknowledge your application for a house through the National Housing Enterprise.

Personal Details

Surname: AMUNYELA

Identity Number: 80090810357

Gender: male

Firstname: J.N

Family Size: 2

Marital Status: Married

Contact Details

Cell: 0812853929

Tel: 0

Postal Address:

Cell: 0812001383

Email:

Financial Details

Gross Monthly Income: 7000

Collateral: no

Qualifying Amount: 198028,61

Spouse Gross Monthly Income: 0

Subsidy: 0

Employer: Laurelton Reign Diamonds

Date Applied

14/01/2014 07:36:11

Town

Windhoek

Suburb

Any

Date Applied

14/02/2023 10:41:04

Town

Swakopmund

Suburb

Any

KINDLY NOTE THAT THIS IS ONLY PROOF OF REGISTRATION ON THE WAITING LIST AND DOES NOT AUTOMATICALLY IMPLY THAT YOU WILL GET A HOUSE.

(ISSUED WITHOUT PREJUDICE OF NHE'S RIGHTS)

THANK YOU FOR THE INTEREST SHOWN IN PURCHASING A PROPERTY THROUGH THE NATIONAL HOUSING ENTERPRISE

--

Kind Regards,

Mrs. Loini P. Amunyela

+264 81 285 3929

Amunyel

STATEMENT UNDER OATH

FULL NAME *Amunyel N.* ID NO. *80 0708 10357*

NATIONALITY *Namibian* SEX *M* AGE *...*

OCCUPATION *Engineer*

TEL (H) *081 285 3129* TEL (W) *064 207 649* CELL PHONE *081 285 3129 / 081 200138*

RESIDENTIAL ADDRESS *ERC 1821 Getrude street Kindhell*

WORK ADDRESS *Aquamarine fishing company, 271 Twelfth street*

HOME LANGUAGE *Oshanaambo* DECLARE IN ENGLISH AND UNDER OATH.

I the above mentioned particulars
hereby state under oath that
I have no other houses in
other city. That's is the only
house I will get. That's all
I declare under oath

I KNOW AND UNDERSTAND THE CONTENTS OF THE DECLARATION. I HAVE NO OBJECTION IN TAKING THE
PRESCRIBED OATH. I CONSIDER THE OATH BINDING TO MY CONSCIENCE.

PLACE
31/03/2023
14 H. 00

SIGNATURE *Amunyel*

I HEREBY CERTIFY THAT THE DEPONENT HAS ACKNOWLEDGE THAT HE/SHE KNOW AND UNDERSTAND
THE CONTENTS OF HIS/HER DECLARATION. AFTER HE/SHE READ THROUGH IT, HE/SHE THEN SWORE TO
IT AND PLACED HIS/HER SIGNATURE THERE ON IN MY PRESENCE. ON THIS *31* DAY *03* AT
WINDHOEK.

SIGNATURE *Ndipawa*
FULL NAME *Ndipawa*

COMMISSIONER OF OATH
FULL NAME *Ndipawa*



E8 2016

N/A

MASS HOUSING

Home Loan Sales Agreement

entered into by and between

NATIONAL HOUSING ENTERPRISE
(Constituted under Act 5 of 1993)
7 General Murtala Muhammed Avenue, Eros
P.O.Box 20192
Windhoek
Tel: +264-61-292 7111
Fax: +264-61-222 301

(Herein represented by Karl Schroeder in his capacity as Manager Regional
Office: West and duly authorized thereto)

(Herein referred to as the SELLER)

AND

PURCHASER: HANS TATE-ATI NDEVAETELA
IDENTITY NUMBER: 840603 10054

P O BOX 7469
OTJIWARONGO
TEL NO: 064- 215800
CEL NO: 0811292609 / 0812342961

MARITAL STATUS: SINGLE
(Herein referred to as the PURCHASER)

HN
LA

On the other hand

(Hereinafter jointly referred to as "the Parties")

Should the Purchaser be:

(a) a **Juristic Person**, it will be necessary -

- (i) to furnish the full names and official capacity and resolution by the Board of the designating the **person** authorized to execute this Agreement on behalf of such **Juristic person**.
- (ii) in event of any other **Juristic Person** than a registered company, a certified copy of the constitutive documents of such **juristic person**.

(b) a **NATURAL PERSON**, the full names and date of birth must be furnished; and if a **FEMALE**, her marital status and previous surname if any.

WHEREAS:

- 1) The **SELLER** is the rightful owner of Improved dwelling on ERF 2016 **MATUTURA, SWAKOPMUND**.
- 2) **SELLER** is desirous to sell the said improved dwelling on ERF 2016 **MATUTURA, SWAKOPMUND** to the **PURCHASER**, on the terms and conditions set out underneath;
- 3) **PURCHASER** is desirous to purchase the said dwelling on ERF 2016 **MATUTURA, SWAKOPMUND** from the **SELLER**, on the terms and conditions set out underneath

11/11/23
LA

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

The Seller hereby sells to the Purchaser who hereby purchases:

1. DESCRIPTION OF PROPERTIES.

Erf: 2016

MEASURING : m²

HELD BY : The SWAKOPMUND MUNICIPALITY, which by virtue of a Deed of Donation, it has, or will donate to the Purchaser of the property on erf 2016

THE PROPERTY/ Plot : ERF 2016 MATUTURA, SWAKOPMUND

SITUATED in the SWAKOPMUND MUNICIPALITY

REGISTRATION DIVISION: " K "

SUBJECT : To the conditions therein contained

2. SALE:

The SELLER hereby sells the PROPERTY as described in Paragraph 1 to the PURCHASER who hereby purchases same. This sale is subject to all the conditions and servitudes mentioned or referred to in the current or prior Title Deeds of the said PROPERTY, and to all such other conditions and servitude's which may exist in regard hereto, whether imposed by the Local Authority (i.e. the Town Planning Scheme) or any other person or body, whomsoever, upon the terms and conditions set out in this Agreement.

Handwritten signatures and initials, including "H. 201" and "PZ LA".

3 PURCHASE PRICE

Purchase Price for the PROPERTY is the amount of N\$ 467 900.00 [Four Hundred and sixty seven Thousand nine hundred Namibia Dollars only] and shall be paid cash should the PROPERTY be financed by another financial institution other than SELLER which price includes all the transfer fees, on the date of transfer by the SELLER payable free of exchange upon registration of the said PROPERTY into the name of the PURCHASER. Where the PROPERTY herein sold is financed by the NHE, the PURCHASER shall be subjected to a mortgage bond in favour of SELLER which mortgage bond shall simultaneously be registered with the transfer of the Erf to the PURCHASER through a Deed of Donation.

PARTIES agree that where SELLER finances the PROPERTY, NHE shall build into the monthly installments, interest applicable on the loan and premiums for insurance purposes. The monthly installment applicable on the PROPERTY shall be N\$4147.05 (Four thousand one hundred and forty seven Namibia dollars five cents) calculated at 9.50% (Nine comma five zero percent) rate of interest per month, plus N\$399.00 (Three hundred and ninety nine Namibia Dollars) for home owner's Insurance and Bond Insurance Policy bringing the total monthly installment for the time being at N\$4546.05 (Four thousand five hundred and forty six Namibia dollars five cents)

Where applicable, installments payable shall be adjusted from time to time with regard to changing interest rates or inflation. Any market related adjustments may automatically be applied without prior communication to the PURCHASER.

PARTIES further agree that bond and transfer costs, if any applicable on the transfer by way of Donation and Bond registration of the Improved dwelling shall be added to the total loan amount herein applicable.

4 POSSESSION DATE

Possession of the Dwelling shall be given to the PURCHASER and the PURCHASER shall be obliged to take possession thereof, on the date of a simultaneous transfer and Bond Registration of the said purchase into the name of the PURCHASER from which date the PURCHASER shall be liable for all municipal rates and taxes and/or fees payable on the PROPERTY, and from which date the PROPERTY shall be the sole risk of the PURCHASER. Where a Dwelling is financed by SELLER in terms of a mortgage agreement as contemplated in Clause 3 and more fully set out below, the SELLER shall be required to commence with installment payments in repayment of the Mortgage Bond in addition to all other payment obligations provided for in this Clause 4.

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4.1 MORTGAGE BOND

Notwithstanding anything that may appear contrary in this Agreement, the PURCHASER shall only be entitled to take transfer of the PROPERTY and against simultaneous registration of a first Mortgage Bond over the Improved PROPERTY in favour of the SELLER for the outstanding amount at the time and interest in terms of this Agreement. It is hereby agreed that a Mortgage Bond shall become necessary only where the SELLER finances the PROPERTY sold under this Agreement.

Should the SELLER have made any payment which legally the PURCHASER would have been liable to pay, whether before or after taking up possession, he shall be entitled to a refund thereof pro rata to the period of prepayment.

5. VOETSTOOTS

- 5.1 The improvements on the PROPERTY are sold voetstoots and the SELLER shall not be liable for any defects, patent, latent or otherwise in the PROPERTY nor for any damage occasioned to or suffered by the PURCHASER by reason of such defect. The Purchaser admits having inspected the PROPERTY to his satisfaction and that no guarantees or warranties of any nature were made by the SELLER or his agent regarding the condition or quality of the PROPERTY.
- 5.2 The PURCHASER herewith expressly acknowledges that no guarantee, representations or undertakings were given or made to him in respect of any attributes of the PROPERTY.

6. SANITATION, WATER AND ELECTRICITY

The Purchaser shall be liable for the payment of the basic tariff for sanitation services, basic tariff for water, electricity services and refuse removal, as from the date of transfer and simultaneous Bond registration. The Seller shall be liable to settle the account in full for the rates and taxes charges on the PROPERTY and Improvements.

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7. CANCELLATION

a. Should the PURCHASER, fail to pay the full purchase price referred to in Clause 3, or fail to furnish acceptable guarantee to the SELLER, immediately upon registration of the Improved Property, into his or her name, where the IMPROVED PROPERTY is financed by another financial institution other than the SELLER, the SELLER shall without prejudice and with reservation of its all other rights at law be entitled forthwith, to cancel this Agreement and immediately demand that the PURCHASER vacate the IMPROVED PROPERTY within seven days (7) days after being issued with a written notice to vacate. The SELLER shall not incur any liability to the PURCHASER as a result of it having cancelled this Agreement on good cause and in good faith, or at the instance of the PURCHASER's non-performance in accordance with this Agreement.

7.1 Upon the expiration of such notice the PURCHASER shall immediately vacate the IMPROVED PROPERTY and give the SELLER peaceful and legal possession thereof, and the SELLER shall be entitled to alienate the IMPROVED PROPERTY and DONATED PLOT to a third party.

7.2 The SELLER shall furthermore be entitled to claim a penalty amount (whichever might be the highest) from the PURCHASER, which may be at the option of the SELLER -

7.2.1 The SELLER shall retain all such sums of money as the PURCHASER may have paid under this Agreement as a consideration for the payment of the purchase price or interest on it where legally such payments are refundable.

Provided further that the SELLER hereby reserves the right to claim damages from the PURCHASER.

8. INDULGENCES

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

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9. VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or canceling this agreement, and no waiver whether specifically, implicitly or by conduct of any right to enforce any term of this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties. The parties agree that this Deed of Sale constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein and signed by the parties hereto.

10. TRANSFER AND COSTS:

It being the SELLER'S prerogative to do so, the SELLER will appoint a conveyancer or conveyancers to carry out all conveyancing work in connection with the transfer of the IMPROVED PROPERTY to the PURCHASER. The SELLER shall pay transfer duty, stamp duty and all expenses of transfer, including Conveyancer's charges, and Bond fees, where applicable.

Transfer shall be effected as soon as possible after all required documents have been signed by the PURCHASER and the PURCHASER having satisfied the SELLER's Conveyancers that the full purchase price is on call for the SELLER'S benefit.

11 REVERSIONARY RIGHT

PARTIES agree that the PURCHASER, PURCHASER'S HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS shall not sell, or dispose the PROPERTY herein sold, to any person within a period of TEN (10) years calculated from the date of purchase, which period includes weekends and public holidays. Should the PURCHASER, PURCHASER'S HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS intend or wish to sell or dispose the PROPERTY, the NHE shall then buy back the PROPERTY from the PURCHASER, PURCHASER'S EXECUTORS, ADMINISTRATORS OR ASSIGNS at a market related price.



12. DOMICILIUM

12.1 All notices intended for the Purchaser shall be sent by registered mail to:

**ERF 2016 MATUTURA, SWAKOPMUND
P O BOX 7469
OTJIWARONGO
CELL: 0811292609 / 0812342961**

which address is selected as the *domicilium citandi et executandi* and any such notices shall be deemed to have been duly delivered to the Purchaser 5 (FIVE) days from date of posting thereof by the SELLER or his agent.

12.2 The SELLER chooses *domicilium citandi et executandi* for any action which may flow from this Agreement at:

**7 General Murtala Muhammed Avenue, Eros
Tel: +264-61-292 7111
Fax: +264-61-222 301**

or at any other address of which the SELLER shall from time to time inform the PURCHASER in writing. The SELLER further agrees that a registered letter posted to P O BOX 20192, WINDHOEK shall be deemed to have been received by the addressee within 5 (FIVE) days from the date on which it was posted.


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13 JURISDICTION

- 13.1. For the purpose of resolving any dispute, which may exist or occur between the parties such disputes may be instituted either in the High Court of Namibia or the Magistrate's Court whichever has jurisdiction in regard to the dispute, being a court otherwise competent and with jurisdiction over the person of the parties in that each of them either resides, carries on business, or is employed within its area of jurisdiction.

SIGNED at WALVIS BAY on this 01 day of August 2018

Witnesses:


1 
 2 
 (Signatures of witnesses)

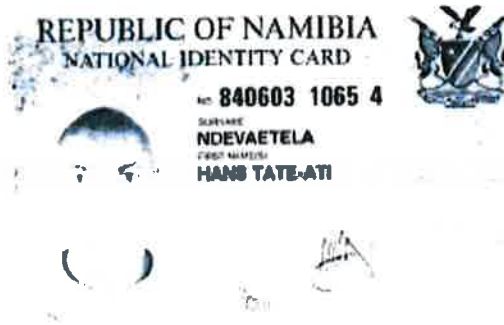

 (Signature of SELLER)

SIGNED at WALVISBAY on this 01 day of August 2018

Witnesses:

1 
 2 


 (Signature of Purchaser)
 (Signature of Spouse)



DATE OF BIRTH
1984-06-03
PLACE / COMMUNITY OF BIRTH
ENGELA
GENDER
MALE
DATE OF ISSUE
2014-10-01
ID NO.
060542

CITIZENSHIP
CITIZEN
SKIN COLOR
BROWN

2



84060310654

Fredrik Namukwambi

From: Lydia de Waal <lcdewaal@condam.com.na>
Sent: 17 June 2022 09:19 AM
To: Fredrik Namukwambi
Subject: DONATION TRANSFER MUN OF SWAKOPMUND / HANS TATE-ATI NDEVAETELA - ERF NO 2016 MATUTURA

Dear madam

We would like to inform you that the above transaction was duly registered at the Deeds Office on 16 June 2022.

Lydia De Waal
Conveyancing Secretary



CONRADIE & DAMASEB
LEGAL PRACTITIONERS • NOTARIES • CONVEYANCERS

P.O. Box 2607
Windhoek
Republic of Namibia
19 Feld Street
Ausspanplatz
Windhoek

Tel: +264 61 224 415
Fax: +264 61 225 720
E-mail: lcdewaal@condam.com.na
Website: www.condam.com.na

**SWAKOPMUND MASS HOUSING DEVELOPMENT PROGRAM
TRIPARTY CONDITIONAL DONATION OF IMMOVABLE PROPERTY
ENTERED INTO BY AND BETWEEN**

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

and herein represented by **ALFEUS BENJAMIN**
in his capacity as Chief Executive Officer

and by

ERIKKIE SHITANA and/or KLEOPHAS JASON NGWENA
in his capacity as the Chairperson and/or Alternate Chairperson of the Management
Committee, and acting by virtue of the authority granted in terms of section 31A of the
Local Authorities Act 1992

AND

THE BENEFICIARY, NAMELY:

Full Name/s & Surname:	HANS TATE-ATI NDEVAETELA		
Namibian Identity No:	840603 1065 4		
Residential Address:	ERF NO. 2016 MATUTURA EXT 10		
Postal Address:	P O BOX 7469 OTJIWARONGO		
Place of Work:			
Telephone No:	Work: 064 215800	Mobile: 0812342961	
Marital Status:	MARRIED: _____ UNMARRIED: <input checked="" type="checkbox"/> and if MARRIED OUT OF COMMUNITY OF PROPERTY , or where the Property was allocated to the Beneficiary and his/her spouse, also:		
	Full Name/s & Surname of Spouse: _____		
	Namibian ID No of Spouse: _____		
	Spouse's Tel No:	Work: _____	Mobile: _____
	Place of Work: _____		
Date of Marriage:	Place of Marriage: _____		
(collectively hereinafter referred to as "the Beneficiary")			

AND

NATIONAL HOUSING ENTERPRISE
(referred to herein as "the NHE")

and herein represented by **VIRGINIA TJITEMISA**
in her capacity as Acting/ Regional Manager: West Coast



 AR JG HAN

INTRODUCTION

- A. In terms of the Mass Housing Development Program and with specific reference to Cabinet resolution no. 7/10.5.18/001, the Government of Namibia, through the NHE and local authority councils, makes available for acquisition by approved beneficiaries from applicants amongst the public, improved properties to enable the beneficiaries to become the owners of properties serving as their primary residences.
- B. In terms of the Mass Housing Development Program, the Council makes available suitable land, against no costs to the beneficiaries or the NHE, while the Government of Namibia has undertaken to repay the Council an agreed amount towards the costs for servicing the land, where applicable.
- C. The NHE, acting on directives from the Government of Namibia, administers the Mass Housing Development Program and in doing so, *inter alia*:
- C1. oversees the construction of residential dwellings on the available land, in accordance with fixed plans and specifications for approved types of residential dwellings;
 - C2. receive and evaluate the applications for housing from the public and, in accordance with allocation criteria and subject to availability, allocate housing to the beneficiaries against the beneficiaries taking up the obligation for payment to the NHE of the costs for the development and construction of the dwellings;
 - C3. enters into an agreement with the beneficiaries for the repayment of the agreed construction costs of the dwellings, by means of agreed terms for its repayment, as further set out in this agreement.
- D. The Council is the registered owner of the Property herein referred to, which has been improved with a residential dwelling built by the NHE with funds emanating from the Government of Namibia, as part of its Mass Housing Development Program.
- E. The Beneficiary applied for, and based on the application, the NHE allocated the Property to the Beneficiary under the Mass Housing Development Program.
- F. This agreement records the terms on which the parties agreed the Beneficiary will become the owner of the Property and will pay to the NHE the construction costs of the dwelling.

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MR. S. H. N. F. G.

1. DONATION OF PROPERTY

- 1.1 In execution of their agreement, the Council hereby donates to the Beneficiary, who hereby accepts the donation of the following Property, subject to the terms of this agreement:

CERTAIN: ERF NO. 2016 MATUTURA
EXTENSION 10

SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION

MEASURING: 315 (THREE ONE FIVE) SQUARE METERS

HELD BY: CERTIFICATE OF REGISTERED TITLE NO. T 4502/2018

(hereinafter referred to as "the Property").

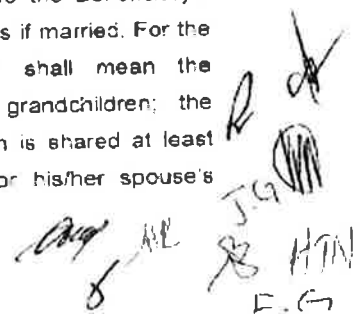
- 1.2 The Property is donated to the Beneficiary and his/her spouse if they married in community of property or to the Beneficiary and his/her spouse where the Property was allocated to both spouses as part of the Mass Housing Development Program. Where the Beneficiary is more than one person, the Property is donated to both persons who hereby accept the donation, to become the joint-owners of the Property in the event that they are not married in community of property.
- 1.3 The parties agree that the value of the Property hereby donated shall be equal to the construction costs, as recorded in annexure "A" to this agreement.

2. CONDITIONAL DONATION

- 2.1 The donation is made on the condition that the Beneficiary fully complies with all the terms of this agreement, including the Beneficiary's obligations towards the NHE to make payment of the construction costs.
- 2.2 Should the Beneficiary fail to fully comply with all his/her obligations in terms of this agreement, this agreement may be cancelled, and/or the donation may be revoked, in addition to any other remedies available to the Council or the NHE in law. If the agreement is cancelled or the donation revoked, the Property will revert to the Council.
- 2.3 The Property is donated to the Beneficiary, subject to the following conditions and obligations, which the parties record are material terms of this agreement and which the Council or the NHE may cause to be registered against the title deed of the Property:

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 HEN
 F. G.

- 2.3.1 The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof or any sectional title unit or right to erect such unit thereon, for a period of 10 (ten) years as from the date of registration of transfer of the Property into the name of the Beneficiary pursuant to this agreement, unless the Council has in consultation with the NHE consented to such transfer in writing and the Property was offered in writing for sale to the Council, who has in consultation with the NHE rejected the offer in writing. The Council shall, within 60 (sixty) days of the receipt of the written offer, be entitled to accept the offer to purchase the Property at a price equal to the agreed costs for the construction of the Property herein recorded, plus the reasonable costs which the Beneficiary may have incurred to further permanently improve the Property (excluding the costs of maintenance and upkeep thereof), which costs shall be determined by an independent valuator appointed by the Council, whose determination shall be final and binding on the parties. For the purposes of this clause 2.3.1, "alienation" shall not include the passing of ownership by means of marriage, inheritance or due to legal processes following divorce, sequestration or affecting the Beneficiary's legal status or capacity.
- 2.3.2 Any conditions imposed in terms of the provisions of the Townships and Division of Land Ordinance 11 of 1963 which may be applicable to the Property.
- 2.3.3 For as long as the Beneficiary (or his/her successors in title) is restrained from the alienation of the Property in terms of clause 2.3.1 above and unless the Council in consultation with the NHE has given their prior written consent thereto, which consent it may give on such conditions it deem fit at the time
- (a) the Property shall only be occupied as a residential dwelling by the Beneficiary and his/her spouse's immediate family and at any one stage by no more than 7 (seven) persons, inclusive of any children. For the purposes of this clause 2.3.3, "spouse" shall include the Beneficiary's permanent life partner with whom he/she co-habits, as if married. For the purposes of this agreement "immediate family" shall mean the Beneficiary's or his/her spouse's children and grandchildren; the Beneficiary's or his/her spouse's siblings with whom is shared at least one parent and their children; the Beneficiary's or his/her spouse's parents or grandparents and their children;


 R
 J.G.
 H.T.N.
 E.G.

(b) the Beneficiary shall not be entitled to rent out the Property or any portion thereof;

(c) the Beneficiary shall not cede or assign any of his/her rights or obligations under this agreement.

3. CONSTRUCTION OF THE RESIDENTIAL DWELLING

- 3.1 The NHE has constructed a residential dwelling on the Property of the size, lay-out and with the finishing and specifications materially in accordance with the approved building plans and specifications accompanying the approved plans.
- 3.2 The approved plans and specifications for the dwelling in the Property are incorporated into this agreement by reference thereto.
- 3.3 The NHE hereby warrants that the dwelling has been constructed and finished in accordance with all the applicable laws, including the Council's by-laws, building regulations, and those applicable to construction of residential dwellings.
- 3.4 The NHE accepts that it is liable for and hereby warrants and guarantees the quality of the construction of the dwelling, including the foundations and structures erected, the electrical, water and sewerage systems installed, which the NHE hereby confirms to have been constructed of a satisfactory quality, in a workman-like manner and with suitable materials, given a residential dwelling of its design, size, nature and location.
- 3.5 The Beneficiary shall notify the NHE in writing of any defects to the dwelling, within a period of 4 (four) months of the Registration Date, upon the receipt of which the NHE shall be obliged to rectify and repair any such latent or patent defects found to have been attributable to the construction of the dwelling or the materials used, within 4 (four) months of the receipt of the notice.
- 3.6 As from the Registration Date, the risk in and to the Property and the dwelling shall rest on the Beneficiary, who shall be obliged to maintain, repair and keep the dwelling and the Property in a good condition and state of repair.
- 3.7 The NHE shall not beyond the terms of this clause 3 have any liability whatsoever towards the Beneficiary for latent or patent defects to the dwelling.
- 3.8 The Council shall have no liability of whatsoever nature towards the NHE or the Beneficiary pertaining to the dwelling or the Property, which it donates "as is" (voetstoots). Without limiting the aforesaid, the Council does not in any manner with the donation of the Property herein recorded, warrant or guarantee in whatsoever

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nature to the NHE or to the Beneficiary that the Property or the dwelling are suitable for the purposes of a residential dwelling for use by the Beneficiary.

4. PAYMENT OF THE CONSTRUCTION COSTS

4.1 The parties agree that the costs of improving the Property with a residential dwelling constructed by the NHE, being the sum of the costs for the land, the construction of the dwelling and the professional and other fees for services rendered to develop the Property and the dwelling thereon; plus the costs to effect transfer of the Property and to register a bond as referred to in clause 7 below, shall collectively be referred to herein as 'the construction costs'. The construction costs payable for the Property is the amount as indicated in annexure "A" hereto **N\$467 900.00 (FOUR HUNDRED AND SIXTY SEVEN THOUSAND NINE HUNDRED NAMIBIA DOLLARS)**

4.2 The Beneficiary shall pay the construction costs as follows:

4.2.1 the costs to procure the registration of transfer and the bond, if any, as referred to in clause 7 below, shall be paid to the attending conveyancers upon their demand;

4.2.2 the remaining amount of the construction costs shall be payable to the NHE without deduction or set-off and free of any banking charges:

(a) on the Registration Date, where the Beneficiary has secured a loan thereto; or

(b) by means of instalments, where the NHE has agreed thereto,

and as further recorded in annexure 'A' hereto.

4.3 The Beneficiary shall be entitled to apply for a loan from any registered bank to finance the payment of the construction costs payable in terms of this agreement. Unless the Beneficiary has secured a loan for the payment construction costs within 45 (forty five) days of the date on which this agreement is signed, this agreement shall lapse, become ineffective and no party shall have any rights or obligations in terms thereof.

4.4 The Beneficiary shall immediately upon signature of this agreement apply for a loan at a registered bank, supply all information and documents as the bank may reasonably require and shall diligently pursue such an application until finality. The loan shall be deemed to have been granted in the event of the bank recording in writing its willingness to finance the transaction herein recorded on its ordinary terms.

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commonly referred to as a 'pre-approval'.

- 4.5 The condition in clause 4.3 above is inserted herein for the benefit of the NHE who may waive reliance thereon.
- 4.6 The Beneficiary shall within 21 (twenty one) days of being requested by the Council's attorneys, secure the payment of the construction costs by means of delivering to the said attorneys of a bank guarantee acceptable to such attorneys, for the payment upon registration of the construction costs.

5. POSSESSION AND OCCUPATION AND USE OF THE PROPERTY

- 5.1 The Beneficiary shall be entitled and obliged to take possession of and to occupy the Property as from the Registration Date or as soon as the NHE tenders to the Beneficiary occupation thereof.
- 5.2 Upon the NHE having tendered occupation, the Beneficiary shall be deemed to have taken possession of the Property on the date of delivery of its keys to him/her or his/her assignee. Signing of the form of receipt of the keys shall serve as *prima facie* proof of delivery of the keys in terms hereof.
- 5.3 The Beneficiary shall be liable for all municipal charges including those pertaining to water, sewerage, electricity or other and in respect of any rates and taxes payable in respect of the Property, as from the date of possession and, in any event, as the owner of the Property, as from the Registration Date.
- 5.4 In the event of the Property not appearing on the municipal valuation roll on the date of possession or the date of registration, the Beneficiary agrees to pay municipal rates levied on an amount equal to the construction costs as if it was a provisional valuation; provided that any such payment is subject to revision as soon as the valuation of the Property is entered on the Council's valuation roll.
- 5.5 The Beneficiary shall maintain the buildings at a value of not less than the municipal valuation thereof, which valuation may, as part of the Council's statutory processes, be reviewed from time to time.

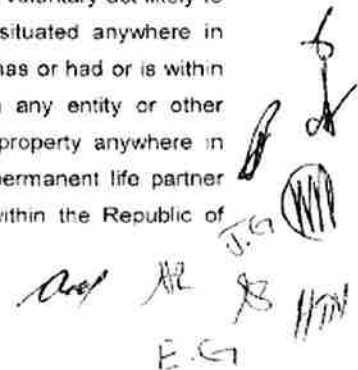
6. ALLOCATION CRITERIA

- 6.1 This agreement is concluded on the basis that the Beneficiary meets the criteria which the Council and the NHE determined for the allocation to Beneficiaries of properties of a similar nature, as part of its administration of and the conditions made applicable to the Mass Housing Development Program. Some of these criteria are

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listed herein below and are hereinafter referred to in this agreement as "the allocation criteria"

- 6.2 It is agreed that prior to or simultaneously with the signing of this agreement, the Beneficiary must complete the Council's and/or the NHE's standard written application to be allocated a Property as part of the Mass Housing Development Program and shall, in addition thereto, complete annexures B1 and B2, which is hereby incorporated to form part of this agreement.
- 6.3 The Beneficiary hereby confirms and warrants that the contents and the information he/she supplied in the written application and as recorded in annexures B1 and B2 are accurate, true and correct.
- 6.4 The parties record that the Council and the NHE have agreed to enter into this agreement with the Beneficiary, on the basis of the information so supplied and as the Beneficiary complies with and meets the allocation criteria, which the Beneficiary herewith warrants he/she meets and complies with.
- 6.5 In this regard, the Beneficiary (which includes his/her spouse and permanent life-partner, as referred to herein) hereby specifically records and warrants that he/she complies with all of the following allocation criteria, namely:
- 6.5.1 The Beneficiary is a Namibian citizen at the time of the conclusion of this agreement and will remain a Namibian citizen during the period when any portion of the construction costs remains unpaid;
- 6.5.2 The Beneficiary is at least 21 (twenty-one) years old at the time of the conclusion of this agreement;
- 6.5.3 The Beneficiary is a first-time home owner. For the purpose of this agreement, a "first-time home-owner" means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her spouse owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia and neither the Beneficiary or his/her spouse has or had or is within the immediate future likely to acquire an interest in any entity or other arrangement, which owns or owned any immovable property anywhere in Namibia, nor has the Beneficiary, his/her spouse or permanent life partner participated in any other national housing program within the Republic of Namibia;



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- 6.5.4 The Beneficiary acquires the Property as a domestic dwelling for occupation by himself/herself and his/her spouse and their immediate family, as referred to herein;
- 6.5.5 The Beneficiary does not acquire and will not take transfer or hold the Property as a nominee of another person or in terms of any agreement or arrangement in terms whereof any person other than the Beneficiary has an interest or share in or would obtain an interest or share in or benefit from the Property, to which an owner thereof may ordinarily be entitled;
- 6.5.6 The Beneficiary's financial information supplied with his/her application for housing is true and correct and meets the financial criteria determined for any person to be allocated and to acquire a similar property in terms of the Mass Housing Development Program;
- 6.5.7 During the period prior to the Registration Date, the Beneficiary is obliged and hereby undertakes to immediately upon becoming aware thereof, disclose to the NHE and the Council any change in his/her status or any change in his/her circumstances, which may or is likely to cause him/her not to comply with the allocation criteria.
- 6.6 In the event of the Beneficiary not complying with any of the allocation criteria, the Beneficiary shall be in breach of a material term of this agreement, entitling the Council and/or the NHE to, in addition to any other remedy it may have in law, to immediately cancel this agreement and have the Property re-transferred into the Council's name at the Beneficiary's costs.
- 7. TRANSFER AND BOND REGISTRATION**
- 7.1 Transfer of the Property to the Beneficiary pursuant to this agreement shall be given as soon as possible after the Council is able to give transfer, the financial arrangements for the payment of the construction costs are in place as provided herein.
- 7.2 Transfer shall furthermore not be given, unless:
- 7.2.1 the NHE has concluded the construction of the dwelling in compliance with the Council's building regulations and by-laws and the NHE having obtained the Council's completion certificate to that effect and a building compliance certificate;

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JG
Acy ABE JB HIN
E. G

- 7.2.2 the Beneficiary has complied with his/her obligations to participate in the transfer process, supplied the information and documents required thereto and has attended to such administrative requirements which the Council or the NHE may determine as reasonably necessary prior to transfer;
- 7.2.3 the Council has been able to comply with all the legal requirements of the town planning disciplines and processes and those applicable to the donation of immovable property in terms of the Local Authorities Act, when applicable.
- 7.3 Unless the Beneficiary has secured a loan from a registered bank to finance his/her payment obligations towards the NHE in terms of this agreement, the NHE may in its entire discretion agree with a Beneficiary on the down-payment of the construction costs in monthly instalments, which repayment terms, in that event, are to be summarized in writing and attached to this agreement.
- 7.4 The Beneficiary's repayment obligations to the NHE shall be secured by a first mortgage bond to be registered over the Property in favour of the financing bank or the NHE, as the case may be, on their customary terms and conditions.
- 7.5 Transfer of the Property shall be effected by the Council's conveyancers. The registration of the mortgage bond in favour of the NHE shall be effected by the NHE's conveyancers.
- 7.6 All documents necessary to effect transfer of the Property in the name of the Beneficiary shall be prepared by the Council's conveyancers and that pertaining to the registration of the mortgage bond shall be prepared by the NHE's conveyancers.
- 7.7 All reasonable costs, legal expenses and moneys due in terms of the registration of transfer of the Property and the registration of a bond to finance this transaction, including the transfer fees, stamp duty, transfer duty and any other related fees and expenses, if any, as well as the costs of preparing this agreement and any other legal costs related thereto, are included in the construction costs and shall be payable by the Beneficiary.
- 7.8 For the purpose of this agreement, 'the Registration Date' shall mean the date on which the Property is registered in the name of the Beneficiary pursuant to the terms of this agreement.

Handwritten signatures and initials are present in the bottom right corner of the page, including a large signature, 'HR', 'HTN', and 'E.S.'.

8. FULL RECORD OF THE AGREEMENT AND NO INFORMAL AMENDMENT OR WAIVER

- 8.1 The parties acknowledge that the provisions of this agreement constitute the entire record of the terms of their agreement and that no undertakings, promises, warranties or representations have been made by either party to the other, save as is set out in this agreement.
- 8.2 The parties record that this agreement supersedes and replaces all previous negotiations, agreements or other arrangements, whether recorded in writing or otherwise pertaining to the Beneficiary acquiring ownership of the Property, which are hereby cancelled, save for the lease, where applicable, agreed to by the NHE and the Beneficiary, in terms of which the Beneficiary may occupy the Property.
- 8.3 No alteration, addition or amendment to, or consensual cancellation of this agreement or the waiver of any rights in terms of this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.
- 8.4 Neglect by the Council or the NHE to claim strict performance by the Beneficiary of his/her obligations in terms of this agreement or the granting of extension to the Beneficiary to fulfil any of his/her obligations in terms of this agreement shall not prejudice the NHE's or the Council's rights in terms of this agreement and shall not be deemed as a novation of the agreement or a tacit waiver of their rights in terms hereof nor shall it be applied against them by means of estoppel by representation.

9. BREACH

- 9.1 In the event of:
- 9.1.1 the Beneficiary failing to make any payment in terms of this agreement or any of the parties failing to comply with any obligations placed upon him/her in terms of this agreement ("the breach") and, generally, failing to rectify the breach with 7 (seven) days of delivery of written demand thereto by another non-defaulting party, or
- 9.1.2 the Beneficiary failing to make payment of his/her monthly installments towards the outstanding balance of the construction costs payable to the NHE, if applicable and in that event immediately.

[Handwritten signatures and initials]

[Handwritten initials: AR, J.G., B, H/M]

[Handwritten initials: C.G.]

the non-defaulting party entitled to the performance shall be entitled (but not obliged) and without prejudice to any other rights of recourse or any other remedy which it may have in law:

9.1.3 to claim specific performance of the obligations placed upon the defaulting party in terms of this agreement or, if applicable, to claim immediate payment of the full outstanding balance of the construction costs then still due; or

9.1.4 to cancel this agreement and to claim re-possession and/or re-transfer of the Property (as the case may be) and the payment of any arrear payments due in terms of this agreement together with interest thereon at the prescribed rate and/or such damages as the non-defaulting party may have suffered.

9.2 In the event of the cancellation of this agreement, the NHE shall be entitled to retain all payments made by the Beneficiary in terms hereof, in which event all payments made by the Beneficiary shall be regarded as compensation for the Beneficiary's enjoyment and entitlement to use the Property up to date of cancellation or towards the pre-payment of any damages the Council or the NHE may suffer in consequence thereof.

9.3 Any costs incurred by any party in the enforcement of the terms of this agreement and/or its remedies under this agreement shall be recoverable from the defaulting party, on a scale as between attorney and own client.

10. GENERAL

10.1 The Beneficiary undertakes to vacate the Property immediately on termination of this agreement, it being agreed that no right to tenancy beyond the cancellation of this agreement is created herein.

10.2 The Beneficiary undertakes to maintain the beacons of the Property that they remain distinguishable.

10.3 This agreement shall be binding on the Beneficiary's successors in title.

10.4 The Council and/or the NHE may cede and assign their rights and obligations in terms of this agreement to any other person, provided they have given written notice thereof to the Beneficiary. The Beneficiary may not cede and assign any rights or obligations under this agreement for the duration for the 10 (ten) years period as referred to in clause 2.3.1 above.

Handwritten signatures and initials:
 [Signature] [Signature] [Signature] [Signature]
 F.G.

- 10.5 Where the Beneficiary, as referred to herein, is more than one person, i.e. being spouses or otherwise, such persons shall be jointly and severally liable to the NHE and the Council for the due compliance with the Beneficiary's obligations under this agreement.
- 10.6 Any claim which the NHE may in law have against the Council arising from the improvement of the land by the development and construction of a dwelling thereon, be that claim based on enrichment or otherwise, shall be limited to:
- 10.6.1 the amount of the construction costs referred to herein and in particular, the balance of the construction costs which the NHE was unable to recover from the Beneficiary in terms hereof; and
- 10.6.2 to circumstances where the Council is or becomes the registered owner of the Property.

11. DOMICILIUM

- 11.1 The parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of and in connection with this agreement as follows:
- 11.1.1 the Beneficiary: The Property
The postal address on page 1 to this agreement
- 11.1.2 the Council: The Municipal Office Complex
Rakatoka Street Swakopmund
P.O. Box 53, Swakopmund
- 11.1.3 the NHE: No. 7 General Murtala Muhammed Avenue, Windhoek
P.O. Box 20192, Windhoek
- 11.2 Any party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* is an address within the Republic of Namibia and such change will only be effective upon receipt of a notice to that effect.
- 11.3 All notices given in terms of this agreement shall be given in writing and may either be sent by pre-paid post, in which event it shall be deemed to be received 5 (five) days after posting, or shall be delivered to the above physical address, in which event it shall be deemed to have been received when so delivered. Notices may also be given by other means, in which event, however, no deeming provisions relating to its receipt shall apply.

[Handwritten signatures and initials]

AS
JG
HR
HTN
F. G

12. JURISDICTION OF THE COURTS

The parties hereby consent to the jurisdiction of the Magistrate Court in respect of any action, which may result from this agreement, including all eviction proceedings, claims for damages and other actions as a result of the breach of this agreement by the parties. Notwithstanding such consent by the parties, they shall have the right to institute any action in the High Court according to their decision and absolute discretion.

Thus done and signed by the COUNCIL at Swakopmund on the 8 day of October 2023

AS WITNESSES:

1. 
 2. 


 CHIEF EXECUTIVE OFFICER

 CHAIRPERSON MANAGEMENT COMMITTEE / ALTERNATE

Thus done and signed by the NHE at Walvis Bay on the 14 day of September 2020

AS WITNESSES:

1. 
 2. 


 FOR THE NATIONAL HOUSING ENTERPRISE

Annexure B1 to agreement

SWORN DECLARATION THE BENEFICIARY UNDER MASS HOUSING DEVELOPMENT SCHEME

(The Beneficiary and his/her spouse must each make a separate declaration.)

I, the undersigned,

Full Names and Surname of Beneficiary: HANS TATE-ATI NDEVAETELANamibian ID Number: 840503 1065 4

Full Name and Surname of Spouse: _____

Namibian ID Number of Spouse: _____

hereby states the following.

1. My full names and surname(s), identity number(s) and marital status are correctly recorded above.
2. I applied for and intend to acquire immovable property from the Swakopmund Municipality as part of the Mass Housing Development Program of the Government of Namibia. This declaration is made in support of that application and the agreement concluded thereto.
3. I make this declaration knowing that any false information which I may provide herein may cause me to forfeit the Property I intend to acquire and that furnishing false information in this declaration is wrong and is a punishable criminal offence.
4. I am 21 (twenty one) years or older at the time of signing this declaration. I am a Namibian citizen. I am *married | unmarried | in a permanent live-in relationship with a life-partner
(*mark with a ✓ whichever is applicable)
5. Neither me, nor my spouse have ever owned any immovable property anywhere in Namibia and I am not likely to own such property in the near future.
6. I acquire the Property as a primary domestic dwelling for occupation by myself, my spouse and our immediate family.
7. I do not acquire the Property on behalf of anyone else or by agreement or arrangement that anyone else will have any benefits from the Property.
8. I have not participated in any other national housing program within the area of jurisdiction of any local authority within the Republic of Namibia.
9. The facts recorded in and referred to in this statement and the application forms I completed and any supporting documents or vouchers, including any financial information provided, are to the best of my knowledge true and correct.


 Signature Beneficiary

Annexure B2 to agreement

**SWORN DECLARATION BY BENEFICIARY OR SPOUSE OF BENEFICIARY OF
PROPERTY IN MASS HOUSING DEVELOPMENT SCHEME**

(This declaration is to be made by a Beneficiary or by the spouse of the Beneficiary.)

I, the undersigned,

Full Names and Surname

HANS TATE-ATI NDEVAETELA

Namibian ID Number

840603 1065 4

Full Name and Surname of Spouse

Namibian ID Number of Spouse:

hereby state the following facts under oath

1. My full names and surname(s) and identity number(s) are correctly recorded above.
2. I/My spouse, as referred to above, applied for and intend to acquire immovable property from the Swakopmund Municipality, as part of the Mass Housing Development Program of the Government of Namibia. This declaration is made in support of that application.
3. I make this declaration knowing that any false information which I may provide herein may cause me or my spouse to forfeit the Property he/she/we intend to acquire and that furnishing false information in this declaration is wrong and is a punishable criminal offence.
4. I am 21 (twenty one) years or older at the time of signing this declaration. I am a Namibian citizen. I am ☒ married ☐ in a permanent live-in relationship with a life-partner (*mark with a ☒ whichever is applicable)
5. Neither me, nor my spouse, have ever owned any immovable property anywhere in Namibia and I am not likely to own such property in the near future.
6. I take part in the acquisition of the Property to serve as a primary domestic dwelling for occupation by myself, my spouse and our immediate family.
7. I do not take part in the acquisition of the Property on behalf of anyone else or by agreement or arrangement that anyone else will have any benefits from the Property.
8. I have not participated in any other national housing program within the area of jurisdiction of any local authority within the Republic of Namibia.
9. The facts recorded in and referred to in this statement and the application forms I completed and any supporting documents or vouchers, including any financial information provided, are to the best of my knowledge true and correct.



Signature of Beneficiary

11.1.32 **PROPOSAL TO HOST QUARTERLY PUBLIC MEETINGS**
(C/M 2023/04/27 - 5/2/1/2/3)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum 10.3 page 82 refers.

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

1. Introduction

This submission serves to seek approval from Council to proceed with the preparations and advertising of the Council's public meetings well in advance. It is further proposed that Council hosts a minimum of 2 public meetings per quarter at 2 different locations annually, to engage as many community members as possible.

Municipal public meetings serve the critical purpose of providing a public forum for elected officials and citizens to join together and discuss key issues to ensure the development of a strong and prosperous community. Public meetings also serve the purpose of educating and informing the public thereby reducing the number of complaints and misunderstandings. Local Authorities Act 23 of 1992 states that:

Public meetings for purposes of discussion of matters of public interest

- (1) Subject to subsection (1A), the chairperson of a local authority council -
- (a) shall convene at least three public meetings annually; and
- (b) shall convene, a meeting to which the public is invited for purposes of discussion of any matter of public interest contemplated in subsection (1A).
- (1A) A meeting referred to in subsection (1) shall be convened by way of -
- (a) a public notice in any newspaper circulating within the local authority area; and
- (b) such other manner calculated to reach as many members of the public as possible, for purposes of discussion of any matter of public interest set out in the notice, and shall be held on such date and at such time and public place within the local authority area as may be determined by the chairperson and set out in the notice.

2. Proposed schedule for public meeting 2023

Based on the provisions of the Act above, it is proposed that Council hosts not less than 4 public meetings per annum to ensure the public is well informed on the decisions and actions taken by Council as well as discuss other matters of public interest. Below the table of the proposed quarterly meetings that should be adopted by Council:

QUARTER	MONTHS	MEETING LOCATION
Quarter 1	Jan -Mar	2 meetings/ 2 locations
Quarter 2	Apr- Jun	2 meetings/ 2 locations
Quarter 3	Jul- Sep	2 meetings/ 2 locations
Quarter 4	Oct- Nov	2 meetings/ 2 locations

3. **Recommended venues for public meeting 2023**

Previously, public meetings were held in hired tents and community halls, however, it is recommended that other venues such as school halls or churches (where possible) be considered. Below are the estimated rates charged for the used/ rental of the (informal and formal) venues to host public meetings.

- *School Halls: Rental rates starts from N\$5 000.00 per day.*
- *Tent Structure: Rental rates varies between N\$5 000.00 to 15 000.00 per day.*
- *Conference Hall (The MTC Dome): Rental fees starts from N\$5 000.00 per day.*

Council properties such as community halls, sports fields and public open spaces, parks etc. should be utilised at no cost for Council's Public meetings.

4. **Proposed schedule for Public meeting 2023**

In conjunction with the Mayor's Office it is proposed that one or two Business Breakfast meetings/ Stakeholder Engagements meetings be held separately. The Business Breakfast meetings can be held in conjunction with Swakopmund Business Chamber. Tabled below is a draft scheduled proposed dates for Council's Public meetings:

<i>Date</i>	<i>Target Audience</i>	<i>Venue</i>	<i>Time</i>
Sunday, 16 April 2023	Residents of DRC (proper)	Multi Purpose Hall	15H00
Sunday, 14 May 2023	Residents of Wagdaar	Erf 10907	15H00
Sunday, 11 June 2023	Residents of Mondesa	Multi-purpose Centre	15H00
Wednesday, 19 July 2023	Business Breakfast meeting	TBA	08H00
Sunday, 20 August 2023	Residents of Vineta, Ocean View, Mile 4	TBA	15H00
Sunday, 17 September 2023	Residents of Matutura	TBA	15H00
Sunday, 15 October 2023	Residents of Kramersdorf	TBA	15H00
Sunday, 12 November 2023	Residents of Tamariskia	Town Hall	15H00

Public meeting dates and times are intended to be communicated to the public via various platforms over a reasonable time frame. Thus, the first meeting for 2023 will be scheduled for **16 April 2023** (residents of DRC proper). This meeting is proposed to held at the Multi-Purpose Centre where the signing and handing over of **805** beneficiaries will take place.

5. **Council's Public Meeting Organising Committee and assignment of responsibilities of the Officials**

Hosting of Council's Public meetings involves effective planning and preparations, prior and after the event. Municipal officials from all departments are therefore required to avail resources and assistance to make the event successful. It is therefore requested that an organising committee be established to operate the logistics involved in hosting of Council's Public meetings. It should be noted that the preparations of public meetings should start during the last week of each month or three weeks before the next public meeting date. An

Organising Committee comprising of the following officials to assist with preparations:

1. *Public Relations Officer*
2. *Corporate Officer: Marketing and Communications*
3. *Sports and Recreational Officer*
4. *Environmental Health Practitioner: Waste*
5. *Chief Fire Brigade*
6. *Personal Assistant: Mayor*
7. *Occupational Health Practitioner*
8. *Administrative Clerk (Marketing)*
 - *Officials prone to be changed (added or not required) based on the need and logistic required at the various public meeting venues.*

Translation in the different languages is also very important at the public meetings and during the previous meeting the following officials were assigned to translation duties:

- | | | | |
|----|----------------------------|---|----------------------|
| 1. | <i>Ms Panduleni Shiimi</i> | - | <i>Oshiwambo</i> |
| 2. | <i>Mr Jefta Uvanga</i> | - | <i>Otjiherero</i> |
| 3. | <i>Mr Benneth Khaibeb</i> | - | <i>khoekhoegowab</i> |

The officials serving on the Public Meeting Organisation Committee and the translators should be permitted to claim for overtime worked during the preparation of the public meetings.

The General Managers present updates at the public meetings. The presentations should be shared with the translators three (3) days before the public meetings. The Chairperson for the public meetings will be elected by the Councillors. The Manager: Emergency & Law Enforcement will present to the community on fire safety, fire hazards, fire tips and emergency procedures. It is also proposed that a representative from the Namibian Police be invited to present about community safety, crimes prevention and social evils such as substance abuse, vandalism, robbery, rape, violence and the procedures and enforcement of the law for crimes.

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

RECOMMENDED:

- (a) **That Council promotes community involvement and public participations with various targeted community groups by hosting sessions of public meetings quarterly on an annual basis.**
- (b) **That the following scheduled quarterly meeting dates pertaining to public meetings for 2023 be approved as follows:**

DATE	TARGET AUDIENCE	VENUE	TIME
Sunday, 16 April 2023	Residents of DRC (proper)	Multi-Purpose Hall	15H00
Sunday, 14 May 2023	Residents of Wagdaar	Erf 10907	15H00
Sunday, 11 June 2023	Residents of Mondesa	Multi-purpose Hall	15H00
Wednesday, 19 July 2023	Business Breakfast meeting	TBA	08H00
Sunday, 20 August 2023	Residents of Vineta, Ocean View, Mile 4	TBA	15H00
Sunday, 17 September 2023	Residents of Matutura	TBA	15H00
Sunday, 15 October 2023	Residents of Kramersdorf	TBA	15H00
Sunday, 12 November 2023	Residents of Tamariskia	Town Hall	15H00

- (c) That the following scheduled quarterly meeting programme pertaining to public meetings for 2024 be approved:

QUARTER	MONTH	MEETING LOCATION
Quarter 1	Jan -Mar	2 meetings/ 2 locations
Quarter 2	Apr- Jun	2 meetings/ 2 locations
Quarter 3	Jul- Sep	2 meetings/ 2 locations
Quarter 4	Oct- Nov	2 meetings/ 2 locations

- (d) That a Councillor be nominated as Chairperson of the Public meetings.
- (e) That the Heads of Departments present on matters to be discussed at these public meetings.
- (f) That the Manager: Emergency & Law Enforcement makes a presentation to the community on fire safety, hazards, tips and emergency procedures.
- (g) That a representative from the Namibian Police be invited to present on community safety, procedures and enforcement of the law for crimes.
- (h) That the Business Breakfast meeting be chaired by the President of Swakopmund Business Chamber.
- (i) That the members of the public be invited via advertisements, letters and notices on various print media, social media and analogue platforms including radio and television.
- (j) That Council's properties such as community halls, sports fields, public open spaces, parks etc. be utilised at no cost for Council's Public meetings.
- (k) That Council's Public Meeting Organising Committee comprising of the following officials to assist with preparations:
1. *Public Relations Officer*
 2. *Corporate Officer: Marketing and Communications*
 3. *Sports and Recreational Officer*
 4. *Environmental Health Practitioner: Waste*
 5. *Chief Fire Brigade*
 6. *Personal Assistant: Mayor*
 7. *Occupational Health Practitioner*
 8. *Administrative Clerk*
- *Officials prone to be changed (added or not required) based on the need and logistic required at the various public meeting venues.*

Translators

- | | | | |
|----|----------------------------|---|----------------------|
| 1. | <i>Ms Panduleni Shiimi</i> | - | <i>Oshiwambo</i> |
| 2. | <i>Mr Jefta Uvanga</i> | - | <i>Otjiherero</i> |
| 3. | <i>Mr Benneth Khaibeb</i> | - | <i>khoekhoegowab</i> |

- (l) That the expenses for the public meetings be defrayed the Publicity Vote: 150515533000 where N\$237 140.13 is available.

Quarterly Public meetings

Public meetings for purposes of discussion of matters of public interest

(1) Subject to subsection (1A), the chairperson of a [local authority council](#) -
 (a) shall convene at least three public meetings annually; and

(b) shall convene, a meeting to which the public is invited for purposes of discussion of any matter of public interest contemplated in subsection (1A).

(1A) A meeting referred to in subsection (1) shall be convened by way of -
 (a) a public notice in any newspaper circulating within the [local authority area](#); and (b) such other manner calculated to reach as many members of the public as possible, for purposes of discussion of any matter of public interest set out in the notice, and shall be held on such date and at such time and [public place](#) within the [local authority area](#) as may be determined by the chairperson and set out in the notice.

(1B) The chairperson -

(a) may determine the agenda of the meeting;

(b) shall state in the public notice that any person who intends to discuss any other issue at the meeting, shall notify the chairperson in writing thereof at least 7 days prior to the date of the meeting. (2) For purposes of subsection (1) any matter relating to the promotion, opposition or discussion of the [election](#) of any person as a member of the [local authority council](#) shall be deemed not to be a matter of public interest. (3) Any costs incurred by the chairperson of a local council in convening a meeting in terms of subsection (1) shall be paid out of the funds of the [local authority council](#).

Based on the above, I suggest we host not less than 4 public meetings this year to ensure the public is well informed on the decisions and actions taken by council.

I further suggest we have at least 2 meetings per quarter at 2 different locations as to serve as many locations as possible in a given year.

Public meetings will aid in educating the public and lessening the number of complaints brought up against council.

Quarter	Month	Meeting location
Quarter 1	Jan -Mar	2 meetings/ 2 locations
Quarter 2	Apr- Jun	2 meetings/ 2 locations
Quarter 3	Jul- Sep	2 meetings/ 2 locations
Quarter 4	Oct- Dec	2 meetings/ 2 locations



COUNCIL'S PUBLIC MEETING

**SEASIDE DRC (Erf 6844)
21 August 2022
15H00**

- 15:00 Opening with prayer
- 15:05 Welcoming remark by the Mayor, Her Worship Louisa Kativa
- 15:15 Briefing on Council's Decisions Development at Sea Side – DRC Area) by the Chief Executive Officer, Mr. Alfeus Benjamin
- 15:30 Presentation by GM: Engineering and Town Planning Services, Mr Clarence McClune
- 15:45 Presentation by the Representative - SDFN & NHAG
- 16:00 Questions and Answer session
- 17:00 Closing remarks

End of meeting

Thank you for attending the public meeting.



SWAKOPMUND

Business Breakfast Meeting "Namibia first Smart City"

Wednesday, 1st June 2022

Official Program

8h00 - 8h15: Arrival of Guests

**8h15 – 8h25: Welcoming Remarks: Mr Paul Tangeni Ndjambula,
President of Swakopmund Business Chamber**

**8h25 – 10h35: Update on Trade Polices Remarks: Mr Albert Christian,
Chief Economist Ministry of Industrialisation & Trade**

**8h40 – 8h55: Official Partner Statement: Mr Jacques Stehle,
Regional Manager of Prosperity Health Namibia**

**8h55 – 9h25: Speech and Presentation: Mr Archie Benjamin, supported by
Management Team of Swakopmund Municipality**

9h25 – 9h55: Questions and Answers Sessions for Business People

**9h55 – 10h00: Vote of Thanks: Cllr Her Worship Lousia Kavita,
The Mayor of Swakopmund**

ASS Investments 98 (PTY) Ltd

T/A The Dome Hotel Swakopmund

* Vat Registration Number: 4817768-01-5 * Company Registration Number: 2008/1002
 The Dome Namibia | PO Box 3014 | 5371 Welwitschia Street | Vineta | Swakopmund
 hotel@thedomenamibia.com | w: www.thedomenamibia.com | M: +264856589044



Date: 10 May 2022
 Client: Swakopmund Business Chamber
 Agent: Swakopmund Business Chamber
 Contact Person: Paul, Ndjambula
 Tel Number:
 Cell Number: +264 81 2221667
 Email Address: ambassadorpaul@icloud.com
 Physical Address: P. O. BOX 3767
 Suburb: Vineta
 City: Swakopmund
 Code: 0000
 Voucher Number: SBC
 VAT Registration Number: 4817768-01-5
 Event Date: 1 Jun 2022
 Event Venue: SWAKOP
 Staff: Megan Melenephy

Quote**Quote**

			Inclusive
1 Jun 2022	CONFACREN0013 Venue Hire Swakop Room p/d	1	@ N\$5 000.00 each N\$5 000.00
1 Jun 2022	Breakfast buffet	100	@ N\$180.00 each N\$18 000.00
			Exclusive N\$20 000.00
			VAT N\$3 000.00
			Inclusive N\$23 000.00
			Payment Received N\$0.00
			Outstanding N\$23 000.00

Banking Details:

Account Name: ASS Investments 98

Branch Code: 280472 Swakopmund

REFERENCE: Please use TDH/Booking (BkBooking) as reference.

Proof of payment need to be send to: hotel@thedomenamibia.com

Bank: First National Bank

Account No.: 6227 3807 617

Check in from 14h00|Check out at 10h00

Facilities & Services

- Available: TV, Wi-Fi and Laundry service available (Laundry service extra charge per item)
- Tea & coffee station in room
- Standard room amenities.

TERMS AND CONDITIONS**1. INDIVIDUAL BOOKINGS** (applicable to bookings of less than 5 rooms)**GUARANTEE / PAYMENT POLICY****1.1 Deposit payment:**

- The Hotel will only be able to guarantee the quoted services, once payment has been received.

11.1.33 **MATSI INVESTMENTS (PTY) LTD: APPLICATION FOR A THIRD EXTENSION OF TIME FOR THE DEVELOPMENT OF EXTENSION 13, MATUTURA**
(C/M 2023/04/27 - 16/1/4/2/1/14 & 14/2/1/2)

Ordinary Management Committee Meeting of 13 April 2023, Addendum **10.4** page **03** refers.

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

1. INTRODUCTION

The purpose of this submission is for the Management Committee to consider a third extension of time for the development of Extension 13, Matutura by Matsi Investment (Pty) Ltd (hereinafter referred to as "*Matsi*").

Matsi has not complied with clause 3 at the due date of **31 March 2023**, but submitted a letter dated **13 March 2023** (received on 28 March 2023 and attached as **Annexure "A"**) for a further extension of time of 5 months to comply with clause 3.

Attached the various correspondence relevant to this submission:

Annexure "A"	:	Application for a third extension of time dated 13 March 2023 received from Matsi.
Annexure "B"	:	Council's letter dated 30 January 2023 informing Matsi of the second extension of time approved by Council on 26 January 2023 under item 11.1.24.
Annexure "C"	:	Council's letter dated 06 March 2023 clarifying issues which were discussed at a meeting held with her on 23 February 2023 .

2. CURRENT SITUATION

On **26 January 2023** under item 11.1.24 Council approved the second extension of time for Matsi to comply with clause 3 of the development agreement as follows:

- (a) That taking into account the substantial progress made by Matsi Investment (Pty) Ltd (Annexure "G" - on file) and the confirmation of such by the Engineering & Planning Services Department, it is proposed that Matsi Investment (Pty) Ltd be granted extension from 25 October 2022 to submit compliance with clauses 3.1.4 and 3.1.5 of the development agreement (until end of March 2023, since the initial compliance date of 05 April 2022).
- (b) That Council takes note that this is line with the 332 days which was allowed for Ghetto Assistance Centre (Pty) Ltd until finally cancelling the transaction on 28 July 2022 under item 11.1.33.
- (c) That if Matsi Investment (Pty) Ltd does not provide proof required under point (a), the transaction is cancelled without the need for any further notice and the future development of the township be dealt with as approved by Council on 27 January 2022, under item 11.1.43, point (i).

As per point (b), Matsi was given the maximum number of days granted as an extension of time for another 1 of the 9 private developers, after which period the transaction of the said developer was cancelled. Matsi was informed of the above decision per letter dated **30 January 2023 (Annexure "B")**.

On **23 February 2023** the Chief Executive Officer and Officials had a meeting with Ms M Elago of Matsi to clarify various issue. A letter in this regard was addressed to her dated **06 March 2023 (Annexure "C")**.

Subsequent to the above meeting the letter attached as **Annexure "A"** was received requesting an additional period of time of 5 months, i.e. until 30 September 2023 to comply with the requirements of clause 3.

Matsi states the following in their letter:

1. Matsi concluded a joint venture agreement for the development of services infrastructure in Extension 13, Matutura, as bank financing proved near impossible.

Comments: Matsi was advised as per **Annexure "B"** to seek legal input regarding the ceding her rights. From her letter it seems she opted for a joint venture agreement to which Council had no insight.

On 28 July 2022 under item 11.1.33 Council turned down a joint venture agreement between Ghetto Assistance Centre (Pty) Ltd and a third party in terms whereof Ghetto Assistance Centre would only be a 30% partner. Therefore diluting Council's claim for performance to a 30% partner to another agreement, thereby increasing Council's risk in the project.

Kinglaw at the time proposed that the private developer rather offers shareholding in their company to a third party.

2. Matsi confirms that the clause dealing with securing the financing is still outstanding, but that they approached a private entity to carry out their obligations and this third party requires at least 5 months to:

- to submit a service plan
- submission of new designs of drawing of the houses
- plans for general residential erven
- quantity surveyor have to calculate costing subject to the service plan
- once the drawings of the proposed houses have been worked out a construction programme will be compiled.

Comments: It is understood that this new party to the agreement with Matsi requires a fair amount of time to recalculate and reassess the development

3. **CLAUSE 3 OF THE DEVELOPMENT AGREEMENT**

Quoted for ease of reference is clause 3 of the development agreement:

3.	Suspensive Conditions to be fulfilled by <u>Municipality within 120 days</u> of signature:
3.1.1	the successful compliance by the Municipality with the provisions of section 63(2) of the LA Act;

3.1.2	the exemption of the Municipality from compliance with the relevant provisions of the Public Procurement Act, 2015 (Act No. 15 of 2015), in respect of the procurement of the works and the disposal of assets contemplated in this Agreement;
	Suspensive Conditions to be fulfilled by the Developer within 180 days of signature
3.1.3	the submission by the Developer to the Municipality of a written detailed true estimation of the costs to be incurred by the Developer in the execution of its development obligations contemplated in this Agreement and the approval of the true estimation of the costs 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;
3.1.5	the delivery by the Developer to the Municipality of an acceptable Performance Guarantee issued by an accredited registered bank, financial institution or insurance company on behalf of the Developer's Contractor in favour of the Municipality, equal to 10% (ten percent) of the true estimated development cost of the bulk and internal services infrastructure (forming part of the cost estimation to be submitted by the Developer in terms of 3.1.3 above), for the due performance by the Developer of its development obligations stipulated in 5.4 and 5.5 below;

Clause 3.3 is quoted for ease of reference in instances where the developer does not comply with the previous suspensive conditions:

3.3	Unless all the Conditions Precedent have been fulfilled by no later than the respective due dates for fulfilment as determined in clause 3.1 above:
3.3.1	the provisions of this Agreement (save for the Immediately Effective Provisions) will be of no force or effect;
3.3.2	the Property will be restored to the Municipality in the condition in which it was before the Signature Date; and
3.3.3	No Party shall have any claims against the other Party arising from the failure of any of the Conditions Precedent, except for such claims as may arise from a breach of the provisions of clause 3.2 above or as may arise from a legitimate claim for restoration to the Municipality of the Property in the condition in which it was before the Signature Date (as contemplated in clause 3.3.2 above).

4. **BRIEF BACKGROUND**

The first resolution regarding an extension of time to comply with clause 3 of the development agreement for Matsi was passed on **29 September 2022** under item 11.1.42 as follows:

- (a) That Council takes note that Matsi Investment (Pty) Ltd had to comply with the suspensive clauses of clause 3 of the development agreement by 26 August 2022, being 120 days since Council's decision made on 28 April 2022, under item 11.1.5 approving the reallocation of erven to them.
- (b) That Council takes note of the progress made by Matsi Investment (Pty) Ltd with regard to compliance with clause 3 (attached to their letter dated 26 August 2022).
- (c) That it be noted that four developers of the nine developers forming part of the same development project allocation, were granted a minimum additional period of 180 days to comply with clause 3 of the development agreement.
- (d) That in order to ensure fair treatment of the nine developers, Matsi Investment (Pty) Ltd be granted time until 25 October 2022 to comply with clause 3 of the development agreement, i.e. 180 days from date of Council's decision passed on 28 April 2022.

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

5. **DISCUSSION**

Council must consider whether to:

- 5.1 That similar to the situation with Ghetto Assistance Centre (Pty) Ltd Council requests a copy of the joint venture agreement between Matsi and the third party in order to ensure that Council's claims for performance by Matsi are not compromised; whereafter Council considers a third additional extension of time of 5 months, i.e. until **30 September 2023**.

Or alternatively:

- 5.2 Cancel the transaction and attend to the development of Extension 13, Matutura as was resolved by Council on **27 January 2022** under item 11.1.43:

- (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...*

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

RECOMMENDED:

That Matsi Investments (Pty) Ltd be given extension of time not exceeding (5) five months pending the outcome of the consultation with Nedbank by the Chief Executive Officer.

ANNEXURE "A"

Municipal Council for Swakopmund
Swakopmund

13 March 2023

Attention: Mr. A. Benjamin

**RE: JOINT VENTURE AGREEMENT – MATSI INVESTMENTS (PTY) LTD - FOR
THE DEVELOPMENT OF A SERVICES INFRASTRUCTURE**

1. Pursuant to the meeting held on 8 March 2023 between Management of the Council. I here provide the motivation in writing. Matsi investment Pty Ltd (herein after the company) has concluded a joint venture Agreement for the development of services infrastructure Matutura extension 13.
2. The company has sought financial assistance to commence with the development of the said extension, from financial institution, however this proved unsuccessful. Some of the reason for the bank queries was on the bill of quantity which excluded the cost for the serving plan and for the costing of the construction for the houses, which need to be clarified in accordance with the approved designs of the proposed houses to be constructed.
3. During December 2022, the company considered another approach to financing the development. The company has approached a private entity which has indicated willingness to carry out the company's obligations of the development including the costing of the development.
4. The company had commenced with its obligations in terms of clause three of the Development Agreement, however it was only able to comply with several clauses.
5. The drawings of the proposed houses to be constructed has also been submitted and not yet approved. Notwithstanding this progress, the financial

aspect is still lacking, mainly due to the documents that were not submitted to the bank.

6. The company has approached a private entity, with regards to financing of the development cost, and has commenced negotiation for the said entity to carry out the obligations of the Developer. Emanating from the negotiations between the developer and the private entity, as to the obligations in terms of clause 3 of the Development Agreement, is that the private entity requires time in which it can comply with the Developer's obligations clause three of the Development Agreement. The entity has indicated that it requires at least five months to prepare the necessary documentations:
 - 6.1. The submission of the service plan
 - 6.2. The submission of new designs of drawings of the houses for the single residential for medium income earners
 - 6.3. The plans for the general residential area
 - 6.4. The private quantity surveyor need time to work out the costing, subject for the servicing plan and for the proposed single residential, general and business residential.
 - 6.5. The construction programme, will also be worked out once the drawings of the proposed house to be constructed has been designed,

I trust the above meets your approval and await to hear from you soonest.

Yours sincerely

M. Elago
M. Elago



MUNICIPALITY OF SWAKOPMUND

16/1/4/2/1/14 & 14/2/1/2

064 411 4212
088 614 514
53 Swakopmund
NAMIBIA
www.swkopmun.com.na
sbruwer@swkopmun.com.na

Enquiries: Ms S Bruwer

30 January 2023

Matsi Investment (Pty) Ltd
P O Box 4175
VINETA
13003

mnelago9@gmail.com

Att: Ms M Elago

Dear Ms M Elago

REQUEST FOR EXTENSION OF DUE DATE TO COMPLY WITH CLAUSE 3 OF THE DEVELOPMENT AGREEMENT FOR EXTENSION 13, MATUTURA

Your letters dated 10 October 2022 and 07 November 2022 regarding the abovementioned refer.

On 26 January 2022 Council considered your application whereafter the following decision was passed under item 11.1.24:

- (a) That taking into account the substantial progress made by Matsi Investment (Pty) Ltd (Annexure "G" - on file) and the confirmation of such by the Engineering & Planning Services Department, it is proposed that Matsi Investment (Pty) Ltd be granted extension from 25 October 2022 to submit compliance with clauses 3.1.4 and 3.1.5 of the development agreement (until end of March 2023, since the initial compliance date of 05 April 2022).
- (b) That Council takes note that this is line with the 332 days which was allowed for Ghetto Assistance Centre (Pty) Ltd until finally cancelling the transaction on 28 July 2022 under item 11.1.33.
- (c) That if Matsi Investment (Pty) Ltd does not provide proof required under point (a), the transaction is cancelled without the need for any further notice and the future development of the township be dealt with as approved by Council on 27 January 2022, under item 11.1.43, point (i).

You are therefore granted an extension of time until Friday, 31 March 2023 to fully comply with the requirements of Clause 3 of the development agreement.

Kinghorn Associates will be requested to compile an addendum to the agreement to reflect the re-allocation approved by Council on 28 April 2022 under item 11.1.5 and the extension of time to comply approved by Council on 29 September 2022 under item 11.1.42 as well as on 26 January 2023 under item 11.1.24.

All correspondence must be addressed to the Chief Executive Officer


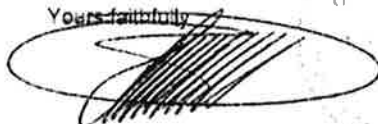
-2-

Please familiarize yourself with the above decision.

In conclusion, the above decision was also conveyed to you by e-mail dated 27 January 2023.

Should you have any enquiries, please do not hesitate to contact Ms S Bruwer at ☎ 064-4104212.

Yours faithfully,



Mr A Plaatje
General Manager: Corporate Services & Human Capital (Acting)

/sb

Copies: GM: Engineering & Planning Services
Kinghorn Associates – a separate letter will be addressed to you.



MUNICIPALITY OF SWAKOPMUND

(064) 4104300
080 644 514

53 Swakopmund
NAMIBIA

www.swkopmun.com.na

aplaatlje@swkopmun.com.na

06 March 2023

Enquiries: Mr A Plaatje

Matsi Investment (Pty) Ltd
P O Box 4175
VINETA
13003

mnelago9@gmail.com

Att: Ms M Elago

Dear Ms M Elago

DEVELOPMENT AGREEMENT FOR EXTENSION 13, MATUTURA

The abovementioned, and the meeting held between Ms M Elago and Municipal Officials on Thursday, 23 February 2023, refer.

The initial application, development agreement, amendment of the initial allocation and the two extensions of time were discussed.

Ms M Elago in conclusion mentioned that she needs time in addition to the latest due date of 31 March 2023 to comply with clause 3 of the development agreement. The reason being that she is having the viability of the project re-assessed by a new financier and intends to cede her rights under clause 10 of the development agreement.

In reply, the following was explained:

1. The due date of 31 March 2023 was a second consideration of time granted to Matsi Investment (Pty) Ltd to comply with clause 3 (see attached letter dated 30 January 2023). If an additional period is required, such must be duly motivated in writing before the said due date for consideration by Council.
2. It was explained that although the entire Extension 13, Matutura must be serviced, Matsi Investment (Pty) Ltd must only construct houses on the erven zoned "single residential" allocated to them. Taken from a letter dated 29 April 2022 (attached) the division of erven was approved by Council on 28 April 2022 under item 11.1.5 as follows:

Total Erven	Zoning	Developer	Council
97	Single Residential	60	37
5	General Res 1	5	0
1	General Res 2	1	0
2	General Business	0	2
2	Municipal	0	2
1	Private Open Space	0	1
1	Undetermined	0	1
2	Institutional	0	2

All correspondence must be addressed to the Chief Executive Officer

-2-

Attached is a list indicating the actual even distribution.

3. With reference to your intention to cede your rights, please consult a lawyer to consider the consequences thereof and the suretyship signed by you representing Matsi Investment (Pty) Ltd.

In conclusion, please be reminded that the current due date for compliance with clause 3, remains effective as 31 March 2023.

Should you have any enquiries, please do not hesitate to contact Mr A Plaatje at ☎ 064-4104200.

Yours faithfully



Mr A Plaatje

General Manager: Corporate Services & Human Capital (Acting)

/sb

Copies: GM: Engineering & Planning Services
KingLaw

11.1.34 **PROPOSAL TO ESTABLISHMENT OF A COLLABORATIVE
RELATIONSHIP BETWEEN THE SWAKOPMUND MUNICIPALITY
AND THE FINISH PROJECT CONSORTIUM.**
(C/M 2023/04/27 - 5/2/4/5)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum 10.5 page 13 refers.

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

1. Introduction

In an email to Council, the Honorary Consul of Namibia to the Tampere Region, Finland, Honourable Timo Palander expressed the Tampere Region's interest in perusing potential "Development Twinning" with the Municipality of Swakopmund via private companies and educational / academic institutions such as the Finish Project Consortium.

The Finish Project Consortium in the attached letter expresses its willingness to establish a collaborative relationship with the Swakopmund Municipality.

2. Background

The Finish Project Consortium formed by Meriaura Ltd and the Tampere University Consortium comprising of both the Tampere University and the Tampere University of Applied Sciences has set plans to develop a joint project that should allow them to apply for co-funding from the Finish Government's Ministry of Foreign Affairs via the funding agency Finnpartnership.

The project seeks to examine options of fostering renewable energy production and use in Namibia to be conducted in Swakopmund and Erongo Region. The Meriaura Investment Group has vast experience in renewal energy production in Finland and abroad, that along the two universities extensive expertise in the fields of energy research, environmental management, circular economy models and applying innovation to practice could lead to major strides in Namibia energy sector.

3. The Finish Project Consortium Proposal to Council

The Finish Project Consortium has identified Swakopmund as one of the destinations with the greatest potential for both piloting and subsequent concrete business activities. That said, a close collaboration would be required for both parties to benefit from future proposed projects, bearing in mind Council's interests and that of other relevant stakeholders.

4. Other areas of interest worth discussion

Other key areas inter-aligned with their interests includes:

1. Vocational training / education
2. Smart City development
3. Bioenergy
4. Environmental technology, and
5. Affordable housing technology

However, this will be the subject of another letter to follow. In the meantime, the Consortium requires a letter acknowledging that Council support the proposal to research renewable energy production and use in Namibia to be conducted in Swakopmund and Erongo Region.

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

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.**
-

Annalize Swart

Subject: Discussion : Tampere Region are still interested in the potential "Development Twinning"
Location: MC Boardroom (31 Seats)
Start: Thu 4/6/2023 10:00 AM
End: Thu 4/6/2023 10:30 AM
Recurrence: (none)
Meeting Status: Meeting organizer
Organizer: Alfeus Benjamin
Required Attendees: 'Timo Palander'; Andre Plaatjie
Resources: MC Boardroom (31 Seats)

The Finnish municipality and Tampere Region are still interested in the potential "Development Twinning" -process with your Town.

The aerodrome development may not anymore be a case to discuss, but in the original proposal there are the other innovative sectors where the Finnish municipality, private companies and educational / academic institutions in Tampere Region are interested to discuss with Swakopmund.

They were inter alia:

- Vocational training / education
- Smart City development
- Bioenergy
- Environmental technologies
- Affordable housing technologies

Should we continue the discussion?

TIMO PALANDER

Honorary Consul of The Republic of Namibia, Tampere region, Finland

tel +358 40 5589883 (Finland)

tel +264 811 292406 (Namibia)

timo@palanders.fi

**Swakopmund Municipality****Office of the CEO***3rd April 2023*

Sir,

on behalf of a consortium formed by Meriaura Invest Ltd, Finland, and the Tampere University Consortium, Finland, including both Tampere University and Tampere University of Applied Sciences, we would briefly like to inform You about our plans and to inquire on a possibility to establish a collaborative relationship between Swakopmund Municipality and the Finnish project consortium.

The above-mentioned consortium is currently planning a joint project to apply for co-funding from the Ministry for Foreign Affairs of Finland through the funding agency Finnpartnership. The project is about fostering renewable energy production and use in Namibia. Meriaura Invest Ltd. belongs to the Meriaura Group specialized in shipping and is a forerunner in environmentally friendly, innovative maritime transport and ship management services. The group has decades of experience on renewable energy production in Finland and abroad. The two universities of the consortium have extensive expertise in the fields of energy research, environmental management, circular economy models and applying innovation to practice also in the African context.

We have considered Swakopmund as one of the destinations with the greatest potential for both piloting and subsequent concrete business activities in Namibia. Therefore, a close collaboration with the municipality is essential to secure the activities becoming beneficial for both parties, and to take into account the interests of all relevant stakeholders in the name of responsible business and innovation.

Honorary Consul of Republic of Namibia for Tampere Region, Finland, Mr Timo Palander, shall contact you soonest to make appointment and discuss details of this initiative.

Yours sincerely,

Dr. Mika Kautonen, Vice Director

Research Centre for Knowledge, Science,
Technology and Innovation Studies (TaSTI)
Tampere University, Finland

email: Mika.Kautonen@tuni.fi

mobile: +358 50 3186116

Mr. Jussi Mätkä, CEO

Meriaura Invest Ltd.

email: Jussi.Malkia@meriaura.fi

mobile : +358 40 0785489

11.1.35 **SWAKOPMUND BRASS BAND - REQUEST FOR TWO BUSINESS STALLS AT THE SME**

(C/M 2023/04/27 - M 4352, 14/2/3/3/1)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum **10.6** page **17** refers.

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

1. Introduction

The attached application (**Annexure “A”**) was received from Mr G F Awaseb. Mr. Awaseb is a music instructor and Director of the Swakopmund Brass Band and is requesting to be allocated a suitable place where training can be facilitated for the Swakopmund Youth.

2. Background

Swakopmund Brass Band is a non-profit organization, founded in February 2018 by a retired teacher Mr. G.F Awaseb and a current teacher Mr. G Eichab. The organization strives to promote and teach young people into mastering musical skills and performances with brass instruments and reading music scores. The initiative aims to keep the young occupied and out of the streets.

At the end of each year, the Swakopmund Brass band was accorded an opportunity to represent the town at the Swakopmunder Musikwoche which is one of the Swakopmund events highlights. Through the Swakopmund Brass Band, young people, irrespective of creed, color, race, background or denomination will have a chance to master the brass instruments and reading music scores at free tuition.

3. Discussion

The Swakopmund Brass Band is currently offering brass classes at the Tamariskia Primary School, three times a week from 15h00 to 17h00 and unfortunately cannot accommodate the employed youth because the same schools offer NAMCOL classes in the evenings. Experience has it that towns with Arts Centers have mornings and evenings sessions to cater to both employed and unemployed youth and adults. In this regard, Swakopmund Brass Band finds it difficult to realize its full potential because of the inaccessibility to training facilities.

With the above in mind, the Swakopmund Brass Band wishes to establish a fully functional Music and Art Centre which may attract a number of local people as well as visitors since Swakopmund is regarded as the Musical town of Namibia with many talented persons in music. In order to make this dream a reality, the Brass Band requests for any suitable building

available to establish and develop a fully functional Arts Centre for Swakopmund.

4. Proposal

An engagement meeting was held with the Swakopmund Brass Band to deliberate on the request. The Brass Band enlightened the meeting that they prefer at least two business stalls for their training sessions. The idea is to transfer skills to local young people, keep them busy and stay away from roaming the streets. In an effort to accommodate the Swakopmund Brass Band to roll out the intendent program, it is proposed to offer at least one business stall at the SME Park, Erf 4347, Mondesa for this purpose.

It should also be noted that concern regarding noise pollution during training was raised during deliberations, however, the Brass Band confirmed that the noise will be limited and will not disrupt other business stall users during training. Over time the Swakopmund Brass Band has been trying to charge a nominal fee of N\$30,00 for the participants, of which most of the members fail to honor their commitments since some of them are from poor families.

Taking all these factors into consideration, the Youth Development office supports the initiative as it transfers skills to local youth, and they will be kept busy to avoid roaming of streets. It is therefore against this background that the Youth Desk proposes that the business stall no 20 at the SME Park, Erf 4347, Mondesa be allocated to the Swakopmund Brass Band at fifty percent (50%) discount on rental fee for a period of one (1) year.

5. Conclusion

It cannot be overemphasized that the proposed training will be of great benefit to Swakopmund society particularly the youth as they will gain new skills and keep them off the streets. The initiative is therefore fully supported, particularly in its approach of educating the youth and helping them improve their livelihood through skills development.

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

RECOMMENDED:

- (a) That the request from the Swakopmund Brass Band to establish a functional Art Centre in Swakopmund be noted.**
- (b) That Council approves Swakopmund Brass Band to lease one business stall at the SME Park, Erf 4352, Mondesa at a fifty percent (50%) rental fee i.e. N\$664.00 (VAT incl) / 2 = N\$332.00 per stall, per month.**
- (c) That Council's consent is further subject thereto that upon acceptance of the business stall approved by Council:**

Messrs. Swakopmund Brass Band undertake towards the Municipality of Swakopmund, its Council and/or its officials ("Council"):

- (i) *To indemnify and to keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of this resolution taken and consent is given to Messrs. Swakopmund Brass Band and/or the utilization of the stall by Messrs. Swakopmund Brass Band.***
 - (ii) *To indemnify and keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of any preceding decision, resolution and/or consent given by Council to Messrs. Swakopmund Brass Band to establish an Art Centre and in particular in respect of the decision, resolution and / or consent given in respect of a Business Stall, erf 4347, Mondesa.***
-

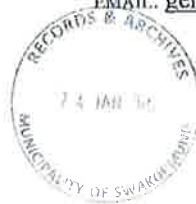


SWAKOPMUND BRASS



P.O.BOX 3450
VINETA / SWAKOMUND
REPUBLIC OF NAMIBIA
CELL. +26481 146 3254

EMAIL: gerfried.awa@gmail.com



THE SWAKOPMUND TOWN COUNCIL:
P.O.BOX 42
SWAKOPMUND
NAMIBIA

January 23, 2023

The chairperson

We the Swakopmund Brass Group (SBG) feel proper to introduced ourselves to you before coming to the crux of our correspondence.

Swakopmund Brass Group is a non-aligned non- profit making organization, founded February 18, 2018 and established by retired teacher Mr. G. F. Awaseb and Mr. G. Eichab current teacher in Karibeb, that strive to promote and teach the young children and youth mastering the musical skills and performance with brass instruments and reading music score, irrespective of creed, colour, race, background or denomination, to keep them occupied and busy and off the streets from the social ills.

We are giving free tuition of music to any interested person irrespective of their age since there is many people on demand that is interested in in performing arts. Unfortunately we don't have a proper training facility to extend the training to the broader society of Swakopmund.

We are using one classroom at Tamariskia Primary School three times a week from 15:00-17:00 for training brass and cannot accommodate working youth during the said period. The towns with proper Arts Centers do training from around 10:00 in the morning and end around 21:00 to accommodate interested the working youth and adults, which we cannot do due to the fact that the schools are using classes for NAMCOL in the evenings and brass training and study are disturbing each other since the classrooms are not build sound proof for training musical instruments. Therefore we are looking for a suitable place / facilities that are not in used or

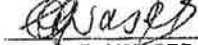
underutilized to facilitate this training program to include working youth and interested people in learning the performing arts in brass music, piano, saxophone and many other musical disciplines in the interest of the Swakopmund society. We have end of each year Swakopmund Musikwoche and that is a highlight of one of Swakopmund events and at present we are proud to mention that players from Swakopmund Brass Band are representing our town at that event.

Should the Swakopmund Town Council consider our request favorably! It will be to the great benefit to the Swakopmund society. The German Namibian Development Association in Arts and Music has suggested we should start with a functional Music and Art center since Swakopmund is the Musical town of Namibia with many talented persons in music. Therefore we can refurbish any suitable building available to establish to develop a fully functional arts center for Swakopmund.

I am looking forward to hear from you soon and hope that we will have a lasting cooperation in developing a properly function Arts Center for Swakopmund society.

Thank you

Yours sincerely



MR. G-F. AWASEB (Music instructor and director Swakopmund Brass Band)

SWAKOPMUND BRASS

P.O. BOX 2450 VINETA / SWAKOPMUND
REPUBLIC OF NAMIBIA
CELL : + 264 91 142 3254
E-mail : gerhard.awaseb@gmail.com



11.1.36 **INVITATION TO PARTICIPATE IN THE "TOWN OF THE YEAR COMPETITION"**
(C/M 2023/04/27 - G 1/1)

Ordinary Management Committee Meeting of 13 April 2023,
Addendum 10.8 page 00 refers.

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

1. **Attached** is an invitation from Namibia Media Holdings (NMH) inviting Council to participate in the 2023, "Town of the Year" competition where the competing towns stand a chance to win an opportunity to be promoted at various tourism fairs and similar exhibitions. Participating Councils are required to have opened their social media pages before or on **24th February 2023** to qualify to enter the competition. Competitors will also be assigned a display booth at this year's Namibia Tourism Expo that is scheduled to take place from **26 - 28 April 2023** at the Windhoek Country Club Resort in Windhoek.
2. The competition is aimed at uplifting the competing towns and respective regions status as tourism hotspots by promoting local and regional tourism and activities through initiatives such as the Namibian Tourism Expo and social media promotions.

Previous winners of the completion have seen great benefit to the local tourism sector. This includes previous winners of the "*Town of the Year*" competition Ondangwa that saw a boom in tourist visits.

3. Swakopmund will be competing against Ondangwa, the previous winners as well as Oranjemund and Ongwediva. The competition is divided into two parts. The first part being a public engagement that will see towns competing for likes on the social media platform, Facebook, where Namibians nationwide will have the opportunity to vote for their favourite town in Namibia by liking and sharing Swakopmund's photo on the Tourismus Facebook page. The second being a display at this year's Namibian Tourism Expo with the best overall winner winning the title.
4. As part of the prize for being a finalist, a 3mx3m exhibition space as well as the set-up of the stand (to the value of N\$15 000.00) at the Namibia Tourism Expo is awarded to Council. The branding materials for the exhibition are not included. Therefore, the relevant Heads of Department should collaborate and avail funds to purchase the branding material and décor of the stand. Council is also encouraged to engage with Tourism Operators in Swakopmund to avail prizes that can be won at the standby voters (at the Expo in Windhoek).
5. It is proposed that Council participates in the competition, since Swakopmund stands a good chance to win. Apart from possibly

winning the competition Swakopmund will benefit from the additional media coverage. Prior to the event, the various radio services and the print media (newspapers) be approached to advertise and attract more voters to participate in the voting activations.

6. It is recommended that the following officials be granted permission to represent Council at the Namibia Tourism Expo:
 - *Public Relations Officer, Ms Linda Mupupa*
 - *Local Economic Development Officer, Ms R Shipunda - Community Development Services*
 - *Marketing and Communications Officer, Ms A Gebhardt - Corporate Services*
7. The team of officials mentioned above will not only promote the cleanliness of Swakopmund but also provide education on the various waste management projects that Council is currently overseeing.

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

RESOLVED: (For Condonation By Council)

- (a) That Council participates in the "*Town of the Year*" competition 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.
-

11.1.37 DRAFT CAPITAL AND OPERATIONAL BUDGETS FOR 2023 / 2024 FINANCIAL YEAR

(C/M 2023/04/27 - 3/1/1/1/1; 3/1/1/2/1)

Ordinary Management Committee Meeting of 13 April 2023, Addendum 10.1 page 03 refers.

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

Attached (**Annexure "A", "B"**) hereto are draft Capital and Operational Budgets for the **2023 / 2024** Financial Year for Council's consideration.

1. Capital Budget

Attached (**Annexure "A"**) hereto the Capital Projects amounting to **N\$236 990 000-00** of which the amount of **N\$183 265 000.00** has been earmarked for Continuation Projects and the remaining balance of **N\$53 725 000.00** will be for the New Projects.

2. Operational Budget

Attached (**Annexure "B"**) hereto also is the summarised version of Council's balanced Operational Budget for Council's further consideration and for approval thereof.

1. Council's total Operational Expenditure was decreased by **2.80% (N\$542 million)**.
2. Thus, the total Operational Expenditure of **N\$527 million**, was balanced against current adjusted Revenue.

GBR06002	*-* Swakopmund Municipality - PRODUCTION *-*				23 March 2023	14:31:44
GG520	Budget Report Before Approval				Page	7

Budget Year : 2023/2024 Range From 00 / 00 / 00000000 To 00 / 00 / 29999999 Budget Type(s) 12 Report Selection 4						

Calculate on netto budget						
Account No	Description	Budget Last Year	Expenditure To Date	User Estimate Approx Budget	% Est	% Approx

	SUB-TOTAL:CONTRIBUTIONS	6470000		6470000	+ 100.00	

	DEPARTMENTAL CHARGES					

00-00-1-90-045-00	PURIFIED SEWAGE EFFLUENT	3000		3000	+ 100.00	
00-00-1-90-050-00	REFUSE REMOVAL	1134000	590025.82	1150000	+ 100.00	+ 1.41
00-00-1-90-055-00	SEWAGE LEVIES	2251000	754377.73	1433000	+ 100.00	- 36.33
00-00-1-90-075-00	WATER CONSUMPTION	1556000	1090104.90	2036000	+ 100.00	+ 30.84

	SUB-TOTAL:DEPARTMENTAL CHARGES	4944000	2434508.45	4622000	+ 100.00	- 6.51

	TOTAL OPERATING EXPENDITURE	542421300	323480547.57	527216000	+ 100.00	- 2.80

GBR06002 GG520	** Swakopmund Municipality - PRODUCTION ** Budget Report Before Approval				23 March 2023	14:31:44
					Page	10
Budget Year : 2023/2024 Range From 00 / 00 / 00000000 To 00 / 00 / 29999999 Budget Type(s) 12 Report Selection 4						
Calculate on netto budget						
Account No	Description	Budget Last Year	Expenditure To Date	Estimate Budget	Approx Est	% Approx
00-00-2-20-075-00	INTEREST ON HOUSING LOANS	-10000		-10000	+ 100.00	
00-00-2-20-885-00	SALE O ERVEN	-43300000	-36594480.40	-49600000	+ 100.00	+ 14.54
	SUB-TOTAL:GENERAL INCOME	-320622000	-209615648.15	-337085000	+ 100.00	+ 5.13
	SUBSIDIES					
	SUB-TOTAL:EXCHANGE REVENUE	-320622000	-209615648.15	-337085000	+ 100.00	+ 5.13
	GROSS INCOME	-520492000	-330643879.39	-527216000	+ 100.00	+ 1.29
	NET INCOME/EXPENDITURE	21929300	-7163331.82			- 100.00
GBR06002	*** END OF REPORT ***				23 March 2023	14:32:06
Budget Report Before Approval						

2.1 Increments service-related Tariffs

Council last year approved 3% Tariffs increments for service-related Tariffs (Rates and Taxes, Water, Sewerage (Waste Water) and Refuse (Solid Waste).

11.1.27 CAPITAL AND OPERATIONAL BUDGETS FOR 2022 / 2023 FINANCIAL YEAR

(C/M 2022/03/31 - 3/1/1/1/1; 3/1/1/2/1)

GM:F

RESOLVED:

- That the Development (Capital budget) amounting to N\$322 million, be approved.
- That the balanced operational budget amounting to N\$520 million, be approved.
- That Council approves tariffs increases of 3% for all service-related tariffs, except for the following listed tariffs:
 - Senior Citizens tariffs.
 - Bungalows Tariffs (special tariffs already approved till 30 June 2022).
 - Water basic tariff, which is subject to Messrs Namwater bulk purchase.

Below are current service related Tariffs, a complete list of service related Tariffs is attached (**Annexure "C"**) hereto.

TARIFFS DESCRIPTION	CURRENT TARIFFS
Rates and Taxes	Sites: 0.014440 Improvements: 0.006666
Refuse Removal (Waste)	Basic - N\$ 115.36
Sewerage (Waste Water)	Basic - N\$ 201.88
Water	Basic - N\$ 126.66

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

RECOMMENDED:

- (a) That due to prevailing economic circumstances, Council increases the tariff with 4% for the 2023 / 2024 Financial Year.**
 - (b) That Council approves the Capital Budget amounting to N\$236 990 000.00 for the 2023 / 2024 Financial Year.**
 - (c) That Council approves the balanced Operational Budget amounting to N\$527 216 000.00 for the 2023 / 2024 Financial Year.**
-



ANNEXURE "A"

Capital Budget

Capital Projects 2023 - 2024

Department / Section	Votenummer	Description	Cont Projects	New Projects
Council	10-10-3-10-001-00	Office Furniture	-	50 000
Council	10-10-3-10-241-00	Event Barriers / Fencing	-	100 000
Corporate Services & Human Capital	15-00-3-10-001-00	Office Furniture	-	30 000
Corporate Services & Human Capital	15-05-3-10-001-00	Office Furniture	-	50 000
Corporate Services & Human Capital	15-05-3-10-175-00	Live Streaming Camera and Equipment	100 000	-
Corporate Services & Human Capital	15-05-3-10-177-00	Replacement of MAN 3000 PABX	500 000	-
Corporate Services & Human Capital	25-05-3-10-058-00	Construction of Social Housing - Phase 3	11 410 000	-
Corporate Services & Human Capital	94-01-1-01-060-00	Contruction of Houses - Phase 3 Built Together	6 640 000	-
Finance	20-05-3-10-001-00	Office Furniture	-	80 000
Finance	20-05-3-10-005-00	Office Partitioning	70 000	-
Finance	20-05-3-10-242-00	Vehicle : Meter readers N 17440 S	-	150 000
Finance	20-05-3-10-243-00	Warehouse : Storage (Stores)	-	500 000
Cemeteries	25-00-3-10-179-00	Construction of additional Columbarious (Niche) facility	150 000	-
Public Buildings	25-05-3-10-053-00	Ablution facilities for Daniel Kamho	200 000	-
Public Buildings	25-05-3-10-053-00	Design and Construction of Public Ablution Facility - Kavita Park	6 329 000	-
Public Buildings	25-05-3-10-059-00	Renovations Erf 610 Tamariskia	3 665 000	-
Public Buildings	25-05-3-10-060-00	Renovations Rest Rooms (Solid Waste Management)	6 578 000	-
Public Buildings	25-05-3-10-181-00	Development of IT Business Centre	2 000 000	-
Public Buildings	35-00-3-10-182-00	Additional Garages For Fire Trucks	2 200 000	-
Public Buildings	25-00-3-10-244-00	CCTV system @ Works Division	-	150 000
Public Buildings	25-00-3-10-245-00	Replacement of 50 x Timber Park Benches	-	250 000
Public Buildings	25-00-3-10-246-00	Town Entry Sign - Welcome to Swakopmund (B2 Windhoek)	-	800 000
Public Buildings	25-00-3-10-247-00	Creation of Additional Offices	-	300 000
Public Buildings	25-00-3-10-248-00	Purchase of Go-Line 30 drawing machine	-	35 000
Public Buildings	25-00-3-10-249-00	Supply and install PA System in Multipurpose Hall and Tamariskia Hall	-	500 000
Public Buildings	25-00-3-10-250-00	Rebuilding of 2 Cricket Cages at Vineta North Stadium	-	150 000
Public Buildings	15-05-3-10-178-00	Welcome Sign and Head Office Signage	142 000	-
Public Buildings	25-00-3-10-251-00	Supply and Install Curtains for Tamariskia Hall	-	200 000

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Health Services	30-00-3-10-001-00	Office Furniture	-	100 000
Fire Brigade	35-00-3-10-138-00	Purchasing Rescue Vehicle	900 000	-
Fire Brigade	35-00-3-10-252-00	Emergency Vehicle Mounted Portable Radios	-	600 000
Economic Development Services	45-00-3-10-001-00	Office Furniture	-	100 000
Economic Development Services	45-00-3-10-253-00	Air Conditioners	-	100 000
Mole, Pier & Strand	40-00-3-10-187-00	Consultancy Services - Coastline Protection	2 000 000	-
Mole, Pier & Strand	40-00-3-10-188-00	Upgr. and Renov. of Mole Seating Cubicle	1 200 000	-
	40-00-3-10-254-00	Old Swimming Pool Ablution Facilities	-	500 000
Parks and Gardens	40-05-3-10-255-00	Fencing of Independence Park	-	400 000
Engineering Services	50-00-3-10-001-00	Office Furniture	-	50 000
Engineering Services	50-00-3-10-199-00	Env. Impact Assessment of Municipal Projects	300 000	-
Engineering Services	50-00-3-10-198-00	Gravel Mining Vulnerability Assessment	500 000	-
Engineering Services	50-00-3-10-200-00	Tide Gauge, Wind Anemometer and Air Pollution Reader	300 000	-
Engineering Services	50-00-3-10-238-00	Consultancy Services to develop Ext. 32, 33 and 36 Kramersdorp	5 000 000	-
Town Planning	50-00-3-10-143-00	Adhoc Planning and Cadastral	1 400 000	-
Town Planning	50-00-3-10-144-00	Planning and Surveying of Portions 182, 183 and 184	1 500 000	-
Town Planning	50-00-3-10-145-00	Surveying of Hage Square	500 000	-
Town Planning	50-00-3-10-146-00	Reviewing of Town Planning Scheme	410 000	-
Town Planning	50-00-3-10-147-00	Township Establishments on the Northern Portion and Survey	105 000	4 000 000
Town Planning	50-00-3-10-148-00	Desert View Planning and Survey	321 000	-
Water Tankers	50-45-3-10-256-00	New 10 000 litre Water Tanker - Gravel Roads Maintenance	-	2 200 000
Electricity Supply	55-00-3-10-255-00	Electricity Connectoins DRC Informal Settlement Areas	-	2 550 000
Electricity Supply	55-00-3-10-201-00	Street Lights and Traffic Lights	1 000 000	-
Electricity Supply	55-00-3-10-203-00	Development of Extension 41 Swakopmund	3 500 000	-
Water Supply	60-00-3-10-095-00	Water Meters for New Extensions	3 000 000	-
Water Supply	60-00-3-10-205-00	Development of Extension 41 Swakopmund	3 000 000	-
Water Supply	60-00-3-10-206-00	Water Reservoir Smallholdings	22 618 000	-
Water Supply	60-00-3-10-207-00	Pipe Replacement Program	3 000 000	-
Water Supply	60-00-3-10-209-00	Installation of Domestic Prepaid meters	3 000 000	-
Water Supply	60-00-3-10-210-00	Waterloss Reduction Program	1 000 000	-
Water Supply	60-00-3-10-103-00	Repalce Isuzu KB 200 N 605 S	350 000	-
Water Supply	60-00-3-10-104-00	New LDV	350 000	-
Water Supply	60-00-3-10-211-00	Repalce Isuzu KB 200 N 13739 S	400 000	-
Water Supply	60-00-3-10-212-00	New KSB Tower Pumps	1 000 000	-
Water Supply	60-00-3-10-213-00	Relocation Water Pipeline (300 AC) from Reservoir to Tamariskia Cemetery	4 000 000	-
Water Supply	60-00-3-10-214-00	Repair Main flow Meters	300 000	-
Water Supply	60-00-3-10-257-00	New Vehicle - Water Works Officials	-	300 000
Water Supply	60-00-3-10-258-00	Services Supply Agricultural Plant - New Sewerage Plant	-	3 800 000

Roads Infrastructure / Streets	65-00-3-10-042-00	Upgrading of Storm Water Systems	5 326 000	-
Roads Infrastructure / Streets	65-00-3-10-151-00	Planning and Design of Various Roads (Anton Lubowski and Libertina Amadhila Streets)	5 264 000	-
Roads Infrastructure / Streets	65-00-3-10-215-00	Upgrade of Grootfontein Road from Regenstein to Ondjamba Avenue	4 997 000	-
Roads Infrastructure / Streets	65-00-3-10-216-00	Ondjamba Avenue - Phase 1	5 500 000	-
Roads Infrastructure / Streets	65-00-3-10-218-00	Development of Extension 41 Swakopmund	3 000 000	-
Roads Infrastructure / Streets	65-00-3-10-219-00	Subsidized Sidewalks & Streets	-	2 000 000
Roads Infrastructure / Streets	65-00-3-10-259-00	Re-pair and Re-seal Walkway and Bicycle Lane Phase 1	-	2 000 000
Roads Infrastructure / Streets	65-00-3-10-260-00	Road Marking Sprayer Machine	-	200 000
Roads Infrastructure / Streets	65-00-3-10-261-00	Replace LDV N 8679 S	-	450 000
Roads Infrastructure / Streets	65-00-3-10-262-00	Replace Corsa LDV N 11221 S	-	450 000
Roads Infrastructure / Streets	65-00-3-10-263-00	Upgrading and Maintenance of Roads	-	10 000 000
Solid Waste Management	70-00-3-10-001-00	Office Furniture	-	100 000
Solid Waste Management	70-00-3-10-221-00	Street Corner Bins	2 000 000	-
Solid Waste Management	70-00-3-10-155-00	Deep Collection (Moloks) x 15	1 500 000	-
Solid Waste Management	70-00-3-10-067-00	Skip Containers (15)	500 000	-
Solid Waste Management	70-00-3-10-264-00	Compactor Trucks (2)	-	4 000 000
Solid Waste Management	70-00-3-10-265-00	Compactor Truck (1) Modified to Molok Remover	-	1 500 000
Waste Water	75-00-3-10-076-00	Clean and Repair Raw Water Pump	2 000 000	-
Waste Water	75-00-3-10-163-00	Upgrading of Sewerage Infrastructure	18 840 000	-
Waste Water	75-00-3-10-222-00	Redirection of existing pump mains to new plant Phase 1	10 000 000	-
Waste Water	75-00-3-10-223-00	Two Jetvac Trucks	8 700 000	-
Waste Water	75-00-3-10-224-00	Vacuum Sewage Truck	3 000 000	-
Waste Water	75-00-3-10-222-00	Development of Extension 41 Swakopmund	6 000 000	-
Waste Water	75-00-3-10-266-00	Garages for Sewerage Trucks	-	2 200 000
Waste Water	75-00-3-10-267-00	New Sewerage Rising Main DRC PS to New Plant	-	9 000 000
Waste Water	75-00-3-10-268-00	Replacement of Isuzu LDV	-	400 000
Purified Effluent	75-05-3-10-085-00	Extensions to Semi-Purified water	1 000 000	-
Purified Effluent	75-05-3-10-229-00	Changes To Flow Meters - Old Sewerage Plant	800 000	-
Aerodrome	80-00-3-10-142-00	Upgrading of Aerodrome	1 500 000	3 000 000
Aerodrome	80-00-3-10-269-00	Upgrading of Runway 24 & 17 / 35	-	-
Tourism	85-00-3-10-230-00	Painting of A-Frame Rest Houses	1 900 000	-
Tourism	85-00-3-10-232-00	Purchase of Bedding	500 000	-
Tourism	85-00-3-10-270-00	Installation & Extension of WiFi Services	-	300 000
Tourism	85-00-3-10-271-00	Fridges	-	80 000
			183 265 000	53 725 000
		TOTAL		236 990 000

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s-s Sasolopand Municipality - PRODUCTION v-v
Budget Report Before Approval

23 March 2023

14:31:44

Budget Year : 2023/2024 Range From 00 / 00 / 00000000 To 00 / 00 / 29999999 Budget Type(s) 12 Report Selection 4

Calculate on netto budget

		Budget		Expenditure		Estimate		Approx		User	
Account No	Description	Last Year	To Date	To Date		Budget	Approx	Budget	Approx	Est	Approx

COUNCIL											

EXPENDITURE											

EMPLOYEE RELATED COSTS: WAGES/SALA											

00-00-1-01-005-00	SALARIES & WAGES	111679000	66845400.08	115240000						+ 100.00	+ 3.18
00-00-1-01-010-00	SALARIES: ANNUAL BONUS	9337000	7040600.53	9513000						+ 100.00	+ 1.88
00-00-1-01-015-00	SALARIES : OVERTIME	13773000	10015745.77	14856000						+ 100.00	+ 7.86
00-00-1-01-020-00	ALLOWANCES : STANDBY	540000	325611.35	540000						+ 100.00	
00-00-1-01-025-00	ALLOWANCES : UNIFORMS	200000	128490.11	200000						+ 100.00	
00-00-1-01-030-00	ALLOWANCES : VEHICLE	3101000	1789004.00	3007000						+ 100.00	- 3.03
00-00-1-01-035-00	ALLOWANCES : HOUSING	7363000	2578596.25	6718000						+ 100.00	- 8.76
00-00-1-01-040-00	LONG SERVICE AWARDS	408000	272288.00	700000						+ 100.00	+ 91.17
00-00-1-01-045-00	WATER SAN & SEWAGE (STAFF)	4795000	2146221.15	4010000						+ 100.00	- 16.37
00-00-1-01-050-00	SHIFT ALLOWANCES	300000	280680.24	400000						+ 100.00	+ 33.33
00-00-1-01-060-00	HOUSING SUBSIDY	30391000	21428124.05	32307000						+ 100.00	+ 6.30
00-00-1-01-065-00	SANITATION ALLOWANCE	503000	284769.18	503000						+ 100.00	
00-00-1-01-070-00	GRAUITY LEAVE			5905000						+ 100.00	+ 100.00
00-00-1-01-075-00	TRANSPORT ALLOWANCE	5802000	3374245.87	5879000						+ 100.00	+ 1.32
00-00-1-01-080-00	CONTRACT WORKERS	2655000	3132102.62	3949000						+ 100.00	+ 48.73
00-00-1-01-085-00	JOB ATTACHMENT	1339000	766713.03	1349000						+ 100.00	+ 0.74
00-00-1-01-090-00	RECRUITMENT COSTS & MEDICAL TESTS	255000	65383.88	213000						+ 100.00	- 16.47
00-00-1-01-100-00	LIFE SAVERS	45000	40841.66								- 100.00

SUB-TOTAL: SALARIES WAGES & ALLOW		192486600	120514825.77	205449000						+ 100.00	+ 6.73

EMPLOYEE RELATED COSTS: SOCIAL COS											

00-00-1-05-005-00	CONTRIBUTIONS : PENSION FUND	24297000	14426473.28	24665000						+ 100.00	+ 1.51
00-00-1-05-010-00	CONTRIBUTIONS : MEDICAL AID FUND	23193000	14448741.66	25154000						+ 100.00	+ 8.45
00-00-1-05-015-00	SOCIAL SECURITY ACT	570000	284364.17	570000						+ 100.00	
00-00-1-05-020-00	MED AID : FIRM CURRENT SERVICE COS	5100000	3460743.65	5600000						+ 100.00	+ 9.80

SUBTOTAL: SOCIAL CONTRIBUTIONS		53160000	32620322.76	55988000						+ 100.00	+ 5.32

REDEMPTION OF COUNCILLORS											

00-00-1-20-005-00	COUNCILLORS : ALLOWANCES	2830000	1724640.00	2800000						+ 100.00	- 1.06
00-00-1-20-010-00	SITTING FEES	350000	148800.00	300000						+ 100.00	- 14.28

SUBTOTAL: REDEMPTION OF COUNCILL		3180000	1873440.00	3100000						+ 100.00	- 2.51

DEPRECIATION & AMORTISATION											

00-00-1-35-005-00	DEPRECIATION	8470000		7824000						+ 100.00	- 7.62
00-00-1-35-010-00	REVENUE: REDEMPTION	120000									- 100.00

SUB-TOTAL: DEPR AND AMORT		8590000		7824000						+ 100.00	- 8.91

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GBR06092

- Swakopmund Municipality - PRODUCTION *-*

23 March 2023

14:31:44

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Budget Report Before Approval

Budget Year : 2023/2024 Range From 00 / 00 / 00000000 To 00 / 00 / 29999999 Budget Type(s) 12 Report Selection 4

Calculate on netto budget

		User					
		Budget	Expenditure	Estimate	Appros	%	%
Account No	Description	Last Year	To Date	Budget		Est	Appros
REPAIRS & MAINTENANCE							
00-00-1-40-010-00	BUILDINGS & STRUCTURES (CIVIL)	2962000	1356959.72	2697000		+ 100.00	- 8.94
00-00-1-40-015-00	BUILDINGS & STRUCTURES (ELECTRICAL)	90000	62790.64	90000		+ 100.00	
00-00-1-40-020-00	CENTRAL HEATING & FREEZER UNIT	50000		15000		+ 100.00	- 70.00
00-00-1-40-025-00	CENTRAL SPORT FIELD	700000	470594.84	700000		+ 100.00	
00-00-1-40-030-00	CONSUMER CONNECTIONS	250000	203582.33	250000		+ 100.00	
00-00-1-40-045-00	REPLACEMENT OF METERS	6000000	3184068.90	5500000		+ 100.00	- 8.33
00-00-1-40-050-00	FIRE HYDRANTS (REPLACEMENTS)	500000	376483.81	500000		+ 100.00	
00-00-1-40-060-00	FRIDGES STOVES & EQUIPMENT	30000		30000		+ 100.00	
00-00-1-40-085-00	DECORATIVE LIGHTS	50000		50000		+ 100.00	
00-00-1-40-095-00	MAINTENANCE : AIRPORT	600000	181485.24	300000		+ 100.00	- 50.00
00-00-1-40-120-00	MAINTENANCE : REFUSE DUMP	55000		30000		+ 100.00	- 45.45
00-00-1-40-130-00	PURIFIED SEWAGE NETWORK	300000	149907.76	250000		+ 100.00	- 16.66
00-00-1-40-140-00	ROAD SIGNS & ROBOTS	1500000	510648.65	1000000		+ 100.00	- 33.33
00-00-1-40-145-00	SEWAGE CONNECTIONS	200000	46047.03	150000		+ 100.00	- 25.00
00-00-1-40-150-00	SEWAGE DISPOSAL WORKS	250000	75801.65	200000		+ 100.00	- 20.00
00-00-1-40-155-00	SEWAGE NETWORK	2300000	1174784.65	2000000		+ 100.00	- 13.04
00-00-1-40-170-00	MAINTENANCE: STREETS AND ROADS	5420000	2620818.90	4500000		+ 100.00	- 16.97
00-00-1-40-175-00	TOOLS & EQUIPMENT (REPLACEMENT)	410000	114364.47	393000		+ 100.00	- 4.14
00-00-1-40-180-00	FLEET MAINTENANCE	6041000	2524393.03	5192000		+ 100.00	- 14.05
00-00-1-40-185-00	WATER NETWORK	4006000	1463651.86	3506000		+ 100.00	- 12.48
00-00-1-40-190-00	WORKSHOP CHARGES (INTERNAL)	8000		7000		+ 100.00	- 12.50
00-00-1-40-200-00	KERASTONE MAINTENANCE	750000	219484.03	600000		+ 100.00	- 20.00
00-00-1-40-205-00	ROADMARKING	1035000	267739.98	900000		+ 100.00	- 13.04
00-00-1-40-225-00	PAVEMENT REPAIR	1650000	172995.50	1400000		+ 100.00	- 15.15
00-00-1-40-230-00	STORMWATER INSTALLATION / REPAIRS	300000	18180.65	300000		+ 100.00	
00-00-1-40-235-00	PPP: CLEANING OF STREETS	3000000	1863779.33	3000000		+ 100.00	
00-00-1-40-240-00	PPP: MILLING OF MANURE	250000	77465.00	250000		+ 100.00	
00-00-1-40-250-00	MAINTENANCE NEW PLANT	1000000	550798.61	1000000		+ 100.00	
00-00-1-40-255-00	CONDITION MONITORING	170000	12720.00	100000		+ 100.00	- 41.17
00-00-1-40-260-00	DE-ROSTING OF VEHICLES	2260000		1465000		+ 100.00	- 35.17
00-00-1-40-265-00	WATER PUMPS	400000		300000		+ 100.00	- 25.00
00-00-1-40-270-00	AIR TOOLS	100000	8805.22	100000		+ 100.00	
00-00-1-40-275-00	FENCING OF WATER RESERVOIRS	750000	293988.00	500000		+ 100.00	- 33.33
SUB-TOTAL:REPAIRS & MAINTENANCE		43387000	18002339.80	37275000		+ 100.00	- 14.08
INTEREST: EXTERNAL							
00-00-1-45-005-00	EXTERNAL: INTEREST	560000	140073.12	350000		+ 100.00	- 37.50
SUBTOTAL INTEREST: EXTERNAL		560000	140073.12	350000		+ 100.00	- 37.50

165
Ordinary Council Meeting - 27 April 2023

(Page 3)

00006062 A-A Swakopmund Municipality - FINANCIAL v-v 23 March 2023 14:31:44
00520 Budget Report Before Approval

Budget Year : 2023/2024 Range From 00 / 00 / 00000000 To 00 / 00 / 29999999 Budget Type(s) 12 Report Selection 4

Calculate on netto budget

		User					
Account No	Description	Budget	Expenditure	Estimate	Approx		
		Last Year	To Date	Budget	Est	Approx	
BULK PURCHASES							
00-00-1-50-010-00	WATER PURCHASES	84000000	59899878.37	90000000		+ 100.00	+ 7.14
SUBTOTAL BULK PURCHASES		84000000	59899878.37	90000000		+ 100.00	+ 7.14
GENERAL EXPENSES							
00-00-1-55-005-00	INTERNAL AUDIT SERVICES	1186000	761656.02	1000000		+ 100.00	- 15.68
00-00-1-55-015-00	ASSESSMENT RATES PAY TO REC.COUNCIL	8100000	3059195.18	8500000		+ 100.00	+ 4.93
00-00-1-55-020-00	BRINK PURCHASES	1200000	61877.86	1200000		+ 100.00	
00-00-1-55-025-00	VEHICLE TRACKING SYSTEM	664000	339652.16	670000		+ 100.00	+ 0.90
00-00-1-55-030-00	BURIAL FEE (PAUPERS)	11000	544.65	11000		+ 100.00	
00-00-1-55-035-00	RENEWAL OF RADIO LICENCES	77000	9985.00	77000		+ 100.00	
00-00-1-55-040-00	CIVIL PROTECTION (COVID-19)	200000		20000		+ 100.00	- 90.00
00-00-1-55-045-00	RENEWAL OF VEHICLE LICENCES	1501000	675334.87	1160000		+ 100.00	- 26.24
00-00-1-55-055-00	CONFERENCE EXPENSES	911000	434237.88	876000		+ 100.00	- 3.84
00-00-1-55-060-00	SOFTWARE LICENCES	1110000	710101.29	1210000		+ 100.00	+ 9.00
00-00-1-55-070-00	CONSUMABLE ITEMS	1657000	898504.26	1748000		+ 100.00	+ 5.37
00-00-1-55-075-00	CONTAGIOUS DISEASES	15000		30000		+ 100.00	+ 100.00
00-00-1-55-085-00	DPP'S: CLEANSING OF KUNGALONG	400000	257324.31	450000		+ 100.00	+ 12.50
00-00-1-55-090-00	DECONTAMINATION	30000	11200.00	30000		+ 100.00	
00-00-1-55-095-00	ANIMAL CONTROL	250000	150585.01	200000		+ 100.00	- 20.00
00-00-1-55-100-00	CONSUMER EDUCATION	35000	201.54	35000		+ 100.00	
00-00-1-55-105-00	ELECTRICITY (E-RED)	4863000	3127165.29	4863000		+ 100.00	
00-00-1-55-110-00	REFILLING OF FIRE EXTINGUISHERS	100000	13705.43	100000		+ 100.00	
00-00-1-55-115-00	ENTERTAINMENT : MAYOR	20000	16899.50	20000		+ 100.00	
00-00-1-55-120-00	FAIR EXPENSES	80000	18290.97	150000		+ 100.00	+ 87.50
00-00-1-55-125-00	FUEL	5863000	4276220.97	5686000		+ 100.00	- 3.01
00-00-1-55-130-00	FUNCTIONS & ENTERTAINMENT	793000	420344.05	708000		+ 100.00	- 0.63
00-00-1-55-135-00	GARAGE RENTAL	110000	47212.56	110000		+ 100.00	
00-00-1-55-140-00	GARDEN EQUIPMENT	119000	78344.93	119000		+ 100.00	
00-00-1-55-145-00	STABILISATION-FIRE VICTIMS SITES	50000	39890.00	50000		+ 100.00	
00-00-1-55-150-00	IMPLEMENT & LABOUR CHARGES (CIVIL)	542000	174389.79	452000		+ 100.00	- 16.60
00-00-1-55-165-00	KERR STONES MAINTENANCE	320000	250829.68	320000		+ 100.00	
00-00-1-55-170-00	ROAD MARKING	180000	155585.78	180000		+ 100.00	
00-00-1-55-180-00	MAINTENANCE : SURFACED ROADS	830000	713990.76	900000		+ 100.00	+ 8.43
00-00-1-55-185-00	MAINTENANCE : GRAVEL ROADS	5520000	2142748.84	4500000		+ 100.00	- 18.47
00-00-1-55-190-00	MAINTENANCE : PAVEMENTS	300000	102314.34	300000		+ 100.00	
00-00-1-55-195-00	STORM WATER REPAIRS	50000	820.00	50000		+ 100.00	
00-00-1-55-200-00	IMPLEMENT & LABOUR CHARGES (ELECTR)	20000	10288.67	30000		+ 100.00	+ 50.00
00-00-1-55-205-00	INSURANCE	1837000	1238613.12	2104000		+ 100.00	+ 14.53
00-00-1-55-210-00	RENEWAL OF DRIVERS LICENCES (STAFF	39000	7223.70	40000		+ 100.00	+ 2.56
00-00-1-55-220-00	LAUNDRY EXPENSES	650000	551035.18	800000		+ 100.00	+ 23.07
00-00-1-55-225-00	ROAD SAFETY CAMPAIGN	22000	8154.89	22000		+ 100.00	
00-00-1-55-230-00	LOWER FOR THE ELDERLY	500000	474662.50	530000		+ 100.00	+ 6.00
00-00-1-55-235-00	LEGAL FEES	1900000	1601619.87	2000000		+ 100.00	+ 5.26
00-00-1-55-240-00	LICENCES	22000		12000		+ 100.00	- 45.45
00-00-1-55-245-00	LOSS CONTROL	50000	758.70	52000		+ 100.00	+ 4.00
00-00-1-55-260-00	MEDICAL EXAMINATIONS	246000	145138.97	237000		+ 100.00	- 3.65

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CMR06002
06520** Seashore Municipal - PRODUCTION **
Budget Report Before Approval

23 March 2023

14:31:44

Budget Year : 2023/2024 Range From 00 / 00 / 00000000 To 00 / 00 / 29999999 Budget Type(s) 12 Report Selection 4

Calculate on netto budget

Account No	Description	Budget Last Year	Expenditure To Date	User		Estimate Budget	Approx Est	Approx
				Estimate	Approx			
00-00-1-55-265-00	MEMBERSHIP & SUBSCRIPTION FEES	421000	134800.00	371000			+ 100.00	- 11.87
00-00-1-55-270-00	OIL	93000	27161.58	98000			+ 100.00	+ 5.37
00-00-1-55-275-00	NOTICES & ADVERTISEMENTS	512000	375314.04	562000			+ 100.00	+ 9.76
00-00-1-55-280-00	PLANTS EX CURRENT	348000	202637.00	398000			+ 100.00	+ 14.36
00-00-1-55-285-00	POLLUTION CONTROL	200000	62323.40	100000			+ 100.00	- 50.00
00-00-1-55-290-00	POSTAGE	865000	539042.00	815000			+ 100.00	- 5.78
00-00-1-55-295-00	RARE	1350000	595751.98	1050000			+ 100.00	- 22.22
00-00-1-55-300-00	CORPORATE GIFTS & PROMOTIONAL ITEM	298000	55513.21	238000			+ 100.00	- 20.13
00-00-1-55-305-00	PRINTING & STATIONERY	2018700	926430.89	1935000			+ 100.00	- 4.14
00-00-1-55-310-00	PROFESSIONAL FEES	490000	12360.00	860000			+ 100.00	+ 75.51
00-00-1-55-315-00	PROFESSIONAL SERVICES	1653000	1491248.83	733000			+ 100.00	- 55.65
00-00-1-55-320-00	PROCESSING OF ACCOUNTS	450000	251892.20	450000			+ 100.00	-
00-00-1-55-325-00	PROTECTIVE CLOTHING	1938000	570193.19	1480000			+ 100.00	- 23.63
00-00-1-55-330-00	PUBLICITY	660000	322125.17	720000			+ 100.00	+ 9.09
00-00-1-55-335-00	PUBLICITY : MAYORS OFFICE	30000	19905.50	30000			+ 100.00	-
00-00-1-55-340-00	RENEWAL OF TV LICENSES	63000	38437.25	63000			+ 100.00	-
00-00-1-55-345-00	CORPORATE IDENTIFY & BRANDING			300000			+ 100.00	+ 100.00
00-00-1-55-350-00	PURCHASES SEEDLINGS	16000		16000			+ 100.00	-
00-00-1-55-355-00	BASILINE RISK ASSESSMENT	80000	19995.10	50000			+ 100.00	- 37.50
00-00-1-55-360-00	CLEANING OF OFFICES	580000	444914.83	760000			+ 100.00	+ 20.68
00-00-1-55-370-00	GREEN ENVIRONMENT PROJECT	60000		30000			+ 100.00	- 50.00
00-00-1-55-375-00	PROJECT SHINE	60000	-28210.00	30000			+ 100.00	- 58.00
00-00-1-55-385-00	RENTAL : TOOLS AND IMPLEMENTS	1000		10000			+ 100.00	+ 980.00
00-00-1-55-405-00	RENTAL : ELECTRONIC EQUIPMENT	1406000	878388.00	1483000			+ 100.00	+ 5.47
00-00-1-55-410-00	RENTAL : CYLINDERS	25000	10327.80	25000			+ 100.00	-
00-00-1-55-415-00	PURCHASE : PA SYSTEM	15000		15000			+ 100.00	-
00-00-1-55-420-00	RESEARCH	250000		250000			+ 100.00	-
00-00-1-55-425-00	SEASONAL EQUIPMENT	30000	6928.03	33000			+ 100.00	+ 10.00
00-00-1-55-430-00	SEASOED REMOVAL	70000	45280.00	70000			+ 100.00	-
00-00-1-55-435-00	SECURITY GUARDS	8400000	5118914.07	8400000			+ 100.00	-
00-00-1-55-450-00	SPP: GROUPS	1095000	692447.17	1160000			+ 100.00	+ 5.93
00-00-1-55-455-00	SPP: GROUPS	180000	39900.00	190000			+ 100.00	+ 5.55
00-00-1-55-460-00	BUDGET EXPENSES	6000		6000			+ 100.00	-
00-00-1-55-465-00	TELEPHONE	2247000	1203021.11	2157000			+ 100.00	- 4.00
00-00-1-55-470-00	TOOLS & EQUIPMENT: REPLACEMENT	991300	104022.93	503000			+ 100.00	- 49.25
00-00-1-55-475-00	TRAINING EQUIPMENT & MATERIALS	10000		10000			+ 100.00	-
00-00-1-55-480-00	TRAINING OF PERSONNEL	600000	165934.22	587000			+ 100.00	- 13.67
00-00-1-55-485-00	VEY LEVI	2500000	1645503.01	2372000			+ 100.00	- 5.12
00-00-1-55-490-00	VALUATION COSTS	200000		200000			+ 100.00	-
00-00-1-55-495-00	ADVERTISING MATERIALS	15000		15000			+ 100.00	-
00-00-1-55-500-00	W C A	1166000	459657.00	1190000			+ 100.00	+ 2.05
00-00-1-55-510-00	CLEANING OF HANDS	4400000	2919980.00	4600000			+ 100.00	+ 4.54
00-00-1-55-515-00	ANNUAL LICENSE FEES	80000	58907.17	80000			+ 100.00	-
00-00-1-55-520-00	TEAM BUILDING EVENTS	40000		40000			+ 100.00	-
00-00-1-55-525-00	SWABOONED MAYORAL SPORTS THROUGH	30000		60000			+ 100.00	+ 100.00
00-00-1-55-535-00	CANCELLATION: RESERVATIONS	100000	79476.01	50000			+ 100.00	- 50.00
00-00-1-55-550-00	PURCHASES: PRE-PAID TICKETS	250000	159276.45	250000			+ 100.00	-
00-00-1-55-555-00	DEC MATERIAL	20000	1891.09	22000			+ 100.00	+ 10.00

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GMS06002
GMS20*** Seakopond Municipality - PRODUCTION ***
Budget Report Before Approval

23 March 2023

14:31:44

Budget Year : 2023/2024 Range From 00 / 00 / 00000000 To 00 / 00 / 29999999 Budget Type(s) 12 Report Selection 4

Calculate on netto budget

Account No	Description	Budget Last Year	Expenditure To Date	User		%	%
				Estimate	Approx		
				Budget		Est	Approx
00-00-1-55-560-00	COMMEMORATIVE BENCH AND PLAQUE	10000	-6570.58	10000		+ 100.00	
00-00-1-55-570-00	MEDICAL EXPENSES (INJURIES ON DUTY	64000	3644.00	64000		+ 100.00	
00-00-1-55-575-00	LABORATORY FEES	50000		50000		+ 100.00	
00-00-1-55-585-00	JOB EVALUATIONS	848000	133043.48	858000		+ 100.00 +	1.17
00-00-1-55-590-00	MAINTENANCE REFUSE DUMP	3400000	2086181.94	3500000		+ 100.00 +	2.94
00-00-1-55-595-00	SEIP SYSTEM: DMC	55000		61000		+ 100.00 +	10.90
00-00-1-55-600-00	CONTROL OF MOSQUITOES	50000	5200.00	50000		+ 100.00	
00-00-1-55-605-00	RENT: MOBILE TOILETS	1740000	1246248.87	1820000		+ 100.00 +	4.59
00-00-1-55-615-00	IMPLEMENTATION: STRATEGIC PLAN	500000		300000		+ 100.00 -	40.00
00-00-1-55-620-00	NEW PLANT: OUTSOURCING	4600000	3125531.71	4500000		+ 100.00 -	2.17
00-00-1-55-625-00	NEW PLANT: ELECTRICITY	12500000	9114226.59	13000000		+ 100.00 +	4.00
00-00-1-55-630-00	NEW PLANT: CONSUMABLES	400000	24374.49	250000		+ 100.00 -	37.50
00-00-1-55-635-00	SADISA / KALAPA GAMES	150000	126005.67	250000		+ 100.00 +	66.66
00-00-1-55-645-00	MARKETING STRATEGY	100000		200000		+ 100.00 +	100.00
00-00-1-55-650-00	WEBSITE DESIGN AND MAINTENANCE	100000	17500.00	100000		+ 100.00	
00-00-1-55-655-00	RENTAL : COMPUTER SYSTEM	16224000	6160925.00	10630000		+ 100.00 -	34.47
00-00-1-55-660-00	SPONSORED MARKETING	300000	83910.17	200000		+ 100.00 -	33.33
00-00-1-55-665-00	SALE OF KRYER	120000	99187.90	100000		+ 100.00 -	16.66
00-00-1-55-670-00	ADDITIONALS	50000		50000		+ 100.00	
00-00-1-55-675-00	REAFFIRMATION OF TOWN	100000	62960.00	100000		+ 100.00	
00-00-1-55-680-00	SEEDLING TABLES	6000		6000		+ 100.00	
00-00-1-55-685-00	OUTDOOR AIR QUALITY TEST KIT	80000		50000		+ 100.00 -	37.50
00-00-1-55-690-00	STANBY GENERATORS ANNUAL SERVICE	70000		70000		+ 100.00	
00-00-1-55-695-00	REPLACE RAINWATER COVERS	150000		100000		+ 100.00 -	33.33
00-00-1-55-705-00	ADDITIONS TO SCADA SYSTEM	600000	26656.89	300000		+ 100.00 -	50.00
00-00-1-55-710-00	REPLACE HIGH PRESSURE HOSES	120000	14175.00	100000		+ 100.00 -	16.66
00-00-1-55-715-00	REPAIR TOWER WATER INLET PIPE	100000		100000		+ 100.00	
00-00-1-55-720-00	UPGRADE SUBSTATION 15 CONTROL BOX	150000	41047.68	100000		+ 100.00 -	33.33
00-00-1-55-725-00	REPLACE PUMP TO TOWN WATER	60000		60000		+ 100.00	
00-00-1-55-730-00	REPLACE ROTARY ASSEMBLY OLD EMB SL	150000		150000		+ 100.00	
00-00-1-55-735-00	INTERPRETATION OF DIGESTERS	90000		90000		+ 100.00	
00-00-1-55-740-00	CRITICAL SPARE PARTS	690000	577948.18	690000		+ 100.00	
00-00-1-55-745-00	PURCHASING OF COTLENY	100000		100000		+ 100.00	
00-00-1-55-750-00	PURCHASING OF BROWNA MATS	207000		50000		+ 100.00 -	75.84
00-00-1-55-755-00	PURCHASING MICRO WAVES	97000		90000		+ 100.00 -	7.21
00-00-1-55-760-00	TV & DVD FOR SUMMERING & SPITTING	38000		38000		+ 100.00	
00-00-1-55-775-00	PAYMENTS: DONATIONS	200000		50000		+ 100.00 -	75.00
00-00-1-55-780-00	PAYMENTS: FUNDS & GRANTS	20853000	20736588.60	100000		+ 100.00 -	99.52
00-00-1-55-785-00	BUILDING STANDARDS	300000		200000		+ 100.00 -	33.33
00-00-1-55-800-00	CHLORINE KIT	60000		60000		+ 100.00	
SUB-TOTAL: GENERAL EXPENSES		143031000	86327126.14	113743000		+ 100.00 -	20.47

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CMB06002
CC520A - Bracklesand Municipality - PRODUCTION v-v
Budget Report Before Approval

23 March 2023

14:31:44

Budget Year : 2023/2024 Range From 00 / 00 / 00000000 To 00 / 00 / 29999999 Budget Type(s) 12 Report Selection 4

Calculate on netto budget

				User			
		Budget	Expenditure	Estimate	Approx	\$	\$
Account No	Description	Last Year	To Date	Budget		Est	Approx

GRANTS							

00-00-1-60-010-00	MAYOR'S CHILDREN XMAS PARTY	50000		50000		+ 100.00	
00-00-1-60-015-00	MURDER GRANTS	2000		2000		+ 100.00	
00-00-1-60-020-00	S.P.C.A. : WATER	4000		4000		+ 100.00	
00-00-1-60-025-00	ART ASSOC. (WENT WOODBURN HOUSE)	2000		2000		+ 100.00	
00-00-1-60-030-00	YOUTH ORGANISATIONS	5000		5000		+ 100.00	
00-00-1-60-040-00	ANNIVERSARY CELEBRATIONS	475000	450613.16	50000		+ 100.00	89.47
00-00-1-60-045-00	STUDENTS SUBSIDY	450000	346910.00	500000		+ 100.00	11.11
00-00-1-60-050-00	PUR.SEN.: ROSSMUND GOLF CLUB	50000	6250.00	20000		+ 100.00	60.00
00-00-1-60-055-00	PUR.SEN.: SWK FOOTBALL CLUB	50000		5000		+ 100.00	90.00
00-00-1-60-060-00	PUR.SEN.: MELTONVERSLIN	50000		50000		+ 100.00	
00-00-1-60-065-00	PUR.SEN.: CENTRAL SPORTSGROUNDS	30000		30000		+ 100.00	
00-00-1-60-070-00	DISTRICT AIDS COMMITTEE (DAC)	5000		5000		+ 100.00	
00-00-1-60-075-00	PUR.SEN PRO ED AKADEMIE	50000		50000		+ 100.00	
00-00-1-60-080-00	SUBSIDIES	120000		250000		+ 100.00	108.33
SUBTOTAL GRANTS		1343000	803773.16	1023000		+ 100.00	23.82

DONATIONS							

00-00-1-65-005-00	FOOD AID PROGRAM	150000		150000		+ 100.00	
00-00-1-65-010-00	YOUTH CHOR	1000		1000		+ 100.00	
00-00-1-65-015-00	BLOOD TRANSFUSION SERVICES	1000	1000.00	1000		+ 100.00	
00-00-1-65-020-00	BRONCO HSG COUNCIL	1000		1000		+ 100.00	
00-00-1-65-025-00	JUNIOR COUNCIL : SKEITHAM	5000	1000.00	5000		+ 100.00	
00-00-1-65-030-00	DONATIONS BY MAYOR	10000		10000		+ 100.00	
00-00-1-65-035-00	BRONCO :HOUSE OF SAFETY	55000	55000.00	55000		+ 100.00	
00-00-1-65-045-00	MUSIC WEEK / CULTURAL	1000		1000		+ 100.00	
00-00-1-65-050-00	FIRE VICTIMS	130000		150000		+ 100.00	15.38
00-00-1-65-055-00	PARTNERSHIP: THE DOME SHROUVED	668000	668000.00	668000		+ 100.00	
00-00-1-65-060-00	JOURNALIST UNFALLIBLE	1000	1000.00	1000		+ 100.00	
00-00-1-65-065-00	CANCER ASSOCIATION	1000	1000.00	1000		+ 100.00	
00-00-1-65-070-00	SPORTS CLUB	1000		1000		+ 100.00	
00-00-1-65-075-00	ASSOCIATION FOR THE HANDICAP	1000		1000		+ 100.00	
00-00-1-65-080-00	S.P.C.A.	5000	5000.00	5000		+ 100.00	
00-00-1-65-090-00	BOOKFRIENDS (SCHOOLS)	16000	12000.00	200000		+ 100.00	999.99
00-00-1-65-095-00	ACCOMMODATION HEMISIAN POLICE	120000	16960.00	120000		+ 100.00	
00-00-1-65-100-00	PANDOCK GARDEN TRUST	103300	103300.00				100.00
SUBTOTAL DONATIONS		1270300	864260.00	1371000		+ 100.00	7.92

LOSS ON SALE OF PPE							

CONTRIBUTIONS							

00-00-1-75-030-00	LEAVE GRATUITY FUND	1930000		1930000		+ 100.00	
00-00-1-75-040-00	IMPAIRMENT	1900000		1900000		+ 100.00	
00-00-1-75-095-00	PROVISION: BONUSES	320000		320000		+ 100.00	
00-00-1-75-100-00	PROVISION: SEVERANCE PAY	1500000		1500000		+ 100.00	
00-00-1-75-115-00	PROVISION: EARLY RETIREMENT	740000		740000		+ 100.00	
SUB-TOTAL: CONTRIBUTIONS		6470000		6470000		+ 100.00	

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GM06002 *** Skokopond Municipality - PRODUCTION v.v 23 March 2023 14:31:44
 00520 Budget Report Before Approval

Budget Year : 2023/2024 Range From 00 / 00 / 00000000 To 00 / 00 / 29999999 Budget Type(s) 12 Report Selection 4

Calculate on netto budget

		User				
Account No	Description	Budget	Expenditure	Estimate	Approx	
		Last Year	To Date	Budget	Net	Approx

DEPARTMENTAL CHARGES						

00-00-1-90-045-00	PURIFIED SEWAGE EFFLUENT	3000		3000	+ 100.00	
00-00-1-90-050-00	SEWAGE REMOVAL	1134000	590025.82	1150000	+ 100.00	+ 1.41
00-00-1-90-055-00	SEWAGE LEVIES	2251000	754377.73	1433000	+ 100.00	+ 36.33
00-00-1-90-075-00	WATER CONSUMPTION	1556000	1080104.90	2036000	+ 100.00	+ 30.84

SUB-TOTAL: DEPARTMENTAL CHARGES		4944000	2434508.45	4622000	+ 100.00	+ 6.51

TOTAL OPERATING EXPENDITURE		542421300	323480547.57	527216000	+ 100.00	+ 2.80

REVENUE						

NON EXCHANGE REVENUE						

ASSESSMENT RATES						

00-00-2-05-005-00	ASSESSMENT RATES	-162000000	-110463226.82	-170000000	+ 100.00	+ 4.93
00-00-2-05-010-00	INTEREST: LATE FEES	-2400000	1.93	-2400000	+ 100.00	

SUBTOTAL ASSESSMENT RATES		-164400000	-110463224.89	-172400000	+ 100.00	+ 4.86

GRANTS AND SUBSIDIES						

00-00-2-10-005-00	CAPITAL INCOME	-220000		-220000	+ 100.00	
00-00-2-10-010-00	SUBSIDY	-2450000	-418197.50	-2450000	+ 100.00	
00-00-2-10-015-00	SUBSIDY (50%)	-2500000	-4673700.00	-2500000	+ 100.00	
00-00-2-10-025-00	CURRY. EX TOURISM FUND		-55478.45	-40000	+ 100.00	+ 100.00
00-00-2-10-040-00	INTEREST: CURRENT ACCOUNTS	-3000000	-2870295.52	-4000000	+ 100.00	+ 33.33
00-00-2-10-045-00	INTEREST ON CALL ACCOUNTS	-27000000	-2694047.89	-8000000	+ 100.00	+ 70.37
00-00-2-10-055-00	INTEREST ON SALE OF SEWAGE	-300000	-42625.78	-300000	+ 100.00	
00-00-2-10-065-00	INCOME: FUNDS AND RESERVES		-408035.31	-121000	+ 100.00	+ 100.00
00-00-2-10-080-00	SUBSIDIES SIDEWAYS		-37768.15	-100000	+ 100.00	+ 100.00

SUB-TOTAL: GRANTS AND SUBSIDIES		-35470000	-10565006.35	-17731000	+ 100.00	+ 50.01

SUBTOTAL NON EXCHANGE REVENUE		-199870000	-121028231.24	-190131000	+ 100.00	+ 4.87

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GMR06002

*** Bushopland Municipality - PRODUCTION ***

23 March 2023

14:31:44

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Budget Report Before Approval

Budget Year : 2023/2024 Range From 00 / 00 / 00000000 To 00 / 00 / 29999999 Budget Type(s) 12 Report Selection 4

Calculate on netto budget

		User					
Account No	Description	Budget	Expenditure	Estimate	Approx	%	%
		Last Year	To Date	Budget	Est	Approx	
EXCHANGE REVENUE							

GENERAL INCOME							

00-00-2-20-020-00	BUNGALOWS	-200000	-126599.36	-200000		+ 100.00	
00-00-2-20-025-00	CARAVAN PARK	-60000		-60000		+ 100.00	
00-00-2-20-030-00	SPITEHOUSE	-2000000	-2134312.12	-2000000		+ 100.00	
00-00-2-20-035-00	COMMISSION (H.M.E.)	-10000	-1818.90	-10000		+ 100.00	
00-00-2-20-040-00	CONSUMER CONNECTIONS	-150000	-128388.00	-150000		+ 100.00	+ 26.66
00-00-2-20-045-00	CONSUMERS	-700000	-390067.88	-700000		+ 100.00	
00-00-2-20-050-00	RENTAL COUNCIL CHARGERS	-3000	-3000	-3000		+ 100.00	
00-00-2-20-055-00	DEPARTMENTAL: PURIFICATION	-5200000	-5371239.02	-6523000		+ 100.00	+ 25.44
00-00-2-20-060-00	DEPARTMENTAL: WATER SALES (CONSUM)	-1300000	-1158181.77	-1600000		+ 100.00	+ 23.07
00-00-2-20-065-00	DOG LICENCES	-45000	-25878.93	-45000		+ 100.00	
00-00-2-20-070-00	COMPLIANCE CERTIFICATE	-150000	-206473.74	-200000		+ 100.00	+ 33.33
00-00-2-20-085-00	DEBIT ORDER COSTS	-160000	-85114.62	-160000		+ 100.00	
00-00-2-20-105-00	ENCROACHMENT	-45000	-44672.16	-45000		+ 100.00	
00-00-2-20-110-00	ENGINEERING CHARGES	-100000		-100000		+ 100.00	
00-00-2-20-120-00	FAIR	-40000	-34399.04	-40000		+ 100.00	
00-00-2-20-130-00	FIRE BRIGADE CHARGES	-750000	-580715.23	-750000		+ 100.00	
00-00-2-20-135-00	FISH	-2700000	-1124983.40	-2700000		+ 100.00	
00-00-2-20-140-00	HEALTHYCHILD	-1000000	-618682.48	-1000000		+ 100.00	
00-00-2-20-145-00	CECRO	-750000	-348875.50	-750000		+ 100.00	
00-00-2-20-150-00	DOGS	-3900000	-2176139.35	-3900000		+ 100.00	
00-00-2-20-155-00	GRAVE CARETAKING	-2000	-403.76	-2000		+ 100.00	
00-00-2-20-160-00	GARAGE: K-FED	-20000		-20000		+ 100.00	
00-00-2-20-165-00	RENTAL: BR TRAINING ROOM	-10000		-10000		+ 100.00	
00-00-2-20-180-00	ISSUE OF PLANTS : DEPARTMENTAL	-373000		-373000		+ 100.00	
00-00-2-20-200-00	LATE FEES	-2400000	-426480.97	-2400000		+ 100.00	
00-00-2-20-210-00	LEASE : CONFERENCE ROOM	-55000	-31701.09	-55000		+ 100.00	
00-00-2-20-225-00	LEASE : HRYEN (RUL)	-60000		-60000		+ 100.00	
00-00-2-20-230-00	CLEANING OF OPEN AREAS	-3200000	-2433803.03	-3480000		+ 100.00	+ 6.25
00-00-2-20-235-00	LEASE : TOWN HALL (MONEYAGO)	-95000		-95000		+ 100.00	
00-00-2-20-245-00	RENTAL: HOLY PURPOSE CENTRE	-110000	-82775.59	-110000		+ 100.00	
00-00-2-20-250-00	LEASE : TOWN HALL (TAM)	-200000	-72291.78	-200000		+ 100.00	
00-00-2-20-265-00	LUXURY BUNGALOWS 6	-3500000	-1669425.52	-3500000		+ 100.00	
00-00-2-20-270-00	MAINTENANCE : MOVERT SIGNS	-3000	-1884.00	-3000		+ 100.00	
00-00-2-20-275-00	MAINTENANCE INCOME	-435000	-4445.42	-435000		+ 100.00	
00-00-2-20-285-00	MINIMUM CONSUMPTION	-21000000	-13477889.39	-22000000		+ 100.00	+ 4.76
00-00-2-20-290-00	MINIMUM CONSUMPTION: PENSIONERS	-550000	-453925.00	-650000		+ 100.00	+ 18.18
00-00-2-20-315-00	OTHER SPORTSCLUBS	-400000	-121621.18	-400000		+ 100.00	
00-00-2-20-330-00	PROFIT ON DIL	-15000	-6790.13	-15000		+ 100.00	
00-00-2-20-335-00	PURIFICATION : TOWN	-24000000	-13732283.89	-25000000		+ 100.00	+ 4.16
00-00-2-20-340-00	RE-CONNECTION FEES	-550000	-88298.02	-550000		+ 100.00	
00-00-2-20-350-00	REGISTRATION OF BUSINESSES	-800000	-838082.98	-800000		+ 100.00	
00-00-2-20-355-00	FUEL DISBURSE LEVIES	-1000		-101000		+ 100.00	+ 999.99
00-00-2-20-360-00	RENTAL : BUSINESS BUILDINGS	-15000	-11609.13	-15000		+ 100.00	
00-00-2-20-365-00	RENTAL : AMATTOIR	-55000	-72804.00	-55000		+ 100.00	
00-00-2-20-395-00	RENTAL : RANGERS	-1400000	-807418.34	-1400000		+ 100.00	
00-00-2-20-410-00	RENTAL : KIOSK	-150000	-177782.64	-230000		+ 100.00	+ 53.33
00-00-2-20-415-00	RENTAL : LAND	-3900000	-2647048.42	-4000000		+ 100.00	+ 2.56
00-00-2-20-420-00	RENTAL : MEEDLETO COMMUNITY HALL	-70000	-57229.70	-70000		+ 100.00	
00-00-2-20-440-00	RENTAL : SIDE WALKS	-15000	-6130.70	-15000		+ 100.00	

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GG520
GG520*** Seakopseend Municipality - PRODUCTION ***
Budget Report Before Approval

23 March 2023

14:31:44

Budget Year : 2023/2024 Range From 00 / 00 / 00000000 To 00 / 00 / 29999999 Budget Type(s) 12 Report Selection 4

Calculate on netto budget

Account No	Description	Budget Last Year	Expenditure To Date	User		Estimate Budget	Approx Est	%	%
				Approx					
00-00-2-20-445-00	RENTAL : STAFF HOUSES	-180000	-67366.00	-180000			+ 100.00		
00-00-2-20-450-00	RENTAL : STRAND HOTEL	-30000		-30000			+ 100.00		
00-00-2-20-460-00	RENTAL : MOSESMAN HOUSE	-350000	-2246.88	-350000			+ 100.00		
00-00-2-20-465-00	REPRODUCTION OF PLANS	-10000	-8693.38	-10000			+ 100.00		
00-00-2-20-475-00	SERVICE CHARGES: PURIFIED WATER	-798000	-349206.05	-798000			+ 100.00		
00-00-2-20-480-00	REFUSE REMOVAL (BUSINESSSES)	-12000000	-7112927.65	-13000000			+ 100.00		8.33
00-00-2-20-485-00	REFUSE REMOVAL (HOUSEHOLD)	-21000000	-12126002.27	-22000000			+ 100.00		4.76
00-00-2-20-500-00	SALE OF PLANTS	-700000	-493128.28	-700000			+ 100.00		
00-00-2-20-505-00	SAND EXPLOITATION LEVIES	-230000	-41435.01	-230000			+ 100.00		
00-00-2-20-510-00	SEWAGE CONNECTIONS	-50000	-19714.20	-50000			+ 100.00		
00-00-2-20-515-00	SMALL HOLDINGS	-400000	-296797.59	-400000			+ 100.00		
00-00-2-20-525-00	SPORT FIELD	-60000	-122410.25	-150000			+ 100.00		150.00
00-00-2-20-540-00	SPORTSBOARDS (GOVERNMENT)	-45000	-20303.36	-45000			+ 100.00		
00-00-2-20-545-00	STREETS MAINTENANCE TOWN	-3900000	-2204090.00	-3900000			+ 100.00		
00-00-2-20-550-00	SUNDAY FINES	-10000	-25042.90	-10000			+ 100.00		
00-00-2-20-560-00	AMOUNTS CHARGED OUT	-4000		-4000			+ 100.00		
00-00-2-20-565-00	SUNDAY INCOME (RECEIPTS)	-807000	-1647902.56	-807000			+ 100.00		
00-00-2-20-570-00	SUNDAY INCOME (WIFI VOUCHERS)	-1000		-1000			+ 100.00		
00-00-2-20-575-00	SUNDAY REMOVALS	-220000	-183087.86	-220000			+ 100.00		
00-00-2-20-600-00	MOON VALLEY	-650000	-227732.24	-650000			+ 100.00		
00-00-2-20-610-00	WATER SALES	-76500000	-46612198.60	-76500000			+ 100.00		
00-00-2-20-615-00	WORKSHOP INCOME	-300000	-195162.22	-300000			+ 100.00		
00-00-2-20-625-00	RENTAL : SALES	-2000		-2000			+ 100.00		
00-00-2-20-640-00	PRE-PAID METERES	-1500000	-1237182.35	-1600000			+ 100.00		6.66
00-00-2-20-650-00	RENT : BANKERS AREA	-35000	-12640.07	-35000			+ 100.00		
00-00-2-20-655-00	REGISTRATION: FLOWERS	-5000	-1384.00	-5000			+ 100.00		
00-00-2-20-665-00	STREETLIGHTS: BASIC	-2600000	-1108696.71	-2600000			+ 100.00		
00-00-2-20-670-00	RENT: KEM 630	-170000	-84611.60	-170000			+ 100.00		
00-00-2-20-680-00	RENTAL BUSINESS STALLS	-80000	-109506.81	-80000			+ 100.00		
00-00-2-20-690-00	TRAINING INCOME	-30000	-4144.11	-30000			+ 100.00		
00-00-2-20-695-00	LA BOUTIQUE	-15500000	-11042976.06	-16000000			+ 100.00		3.22
00-00-2-20-705-00	DEPARTMENT: BASIC	-700000		-700000			+ 100.00		
00-00-2-20-710-00	DISPOSAL FEES: BUSINESSSES	-4500000	-2618508.36	-4500000			+ 100.00		
00-00-2-20-715-00	DISPOSAL FEES: CONSUMERS	-1500000	-795226.20	-1500000			+ 100.00		
00-00-2-20-720-00	SALES: PROMOTIONAL ITEMS	-13000	-17188.79	-13000			+ 100.00		
00-00-2-20-740-00	RENTAL: ILLLEGAL BUILDINGS	-200000	-112630.99	-200000			+ 100.00		
00-00-2-20-755-00	SALE OF TOKENS (PRE-PAID WATER)	-200000	-143535.00	-200000			+ 100.00		
00-00-2-20-765-00	ADMINISTRATION LEVY (15%)	-350000	-303468.97	-430000			+ 100.00		22.85
00-00-2-20-775-00	BURIAL FEES	-400000	-186265.80	-400000			+ 100.00		
00-00-2-20-790-00	ADMISSION FEES : MOSESMAN TOWER	-775000	-603983.45	-875000			+ 100.00		12.90
00-00-2-20-795-00	AMBATOLR INSPECTION FEES	-90000	-21388.63	-90000			+ 100.00		
00-00-2-20-790-00	BUILDING PLAN INSPECTION FEES	-19000	-8352.45	-19000			+ 100.00		
00-00-2-20-800-00	BASIC : UNDEVELOPED KROON	-3100000	-1900694.16	-3100000			+ 100.00		
00-00-2-20-805-00	BASIC : TOWN	-44000000	-27737071.45	-47000000			+ 100.00		6.81
00-00-2-20-810-00	SETTLEMENT FEES	-300000	-1378133.36	-300000			+ 100.00		
00-00-2-20-825-00	OPTICOUNCH EYE	-48000		-48000			+ 100.00		
00-00-2-20-835-00	RENTAL: MARKET STALLS	-140000		-140000			+ 100.00		
00-00-2-20-870-00	INTEREST ON HOUSING LOANS	-163000	-44572.59	-163000			+ 100.00		

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CMM06002

* * * Breakdown Municipality - PRODUCTION * * *

23 March 2023

14:31:44

00520

Budget Report Before Approval

Budget Year : 2023/2024 Range From 00 / 00 / 00000000 To 00 / 00 / 29999999 Budget Type(s) 12 Report Selection 4

Calculate on netto budget

Account No	Description	Budget Last Year	Expenditure To Date	User		%	%
				Estimate Budget	Approx Budget		
00-00-2-20-875-00	INTEREST ON HOUSING LOANS	-10000		-10000		+ 100.00	
00-00-2-20-005-00	SALES & SERVICE	-43300000	-36594480.40	-43600000		+ 100.00	+ 14.54
	SUB-TOTAL: GENERAL INCOME	-330622000	-208615648.15	-337085000		+ 100.00	+ 5.13
	SUBSIDIES						
	SUB-TOTAL: REVENUE REVENUE	-320622000	-208615648.15	-337085000		+ 100.00	+ 5.13
	GROSS INCOME	-520482000	-330643879.39	-527216000		+ 100.00	+ 1.29
	NET INCOME/EXPENDITURE	21929300	-7163331.82				- 100.00



SWAKOPMUND MUNICIPALITY

TARIFFS 2023 / 2024

LEVYING OF RATES AND RATEABLE PROPERTY

The Council of the Municipality of Swakopmund under Section 73(1) of the Local Authorities Act 1992 (Act 23 of 1992) as amended, determines the rates payable in respect of the rateable property for the financial year ending 30 June 2022 as set out in the Schedule. Effective 01 July 2023.

1. LEVYING OF RATES AND RATEABLE PROPERTY

1.1 ALL ERVEN IN TOWNSHIPS

- (a) On the site value of rateable property N\$0.014440 cent per dollar of such value per annum.
- (b) On the improvement value of rateable property N\$0.006666 cent per dollar of such value per annum.

TARIFF DETAIL	2022/2023	2023/2024
All Erven in Townships		
On Site	0.014440	
Improvements	0.006666	

1.2 SMALLHOLDINGS

(a) Businesses:

- (i) On site value: N\$0.040411, less 60% per dollar per year.
- (ii) On improvement value: N\$0.008132, less 60% per dollar per year.

TARIFF DETAIL	2022/2023	2023/2024
Smallholdings: Business		
On Site	N\$0.040411, less 60% per dollar	
Improvements	N\$0.008132, less 60% per dollar	

(b) Agriculture:

- (i) On site value: N\$0.004034, less 60% per dollar per year.
- (ii) On improvement value: N\$0.001635, less 60% per dollar per year.

TARIFF DETAIL	2022/2023	2023/2024
Smallholdings: Agriculture		
On Site	N\$0.004034, less 60% per dollar	
Improvements	N\$0.001635, less 60% per dollar	

AMENDMENT OF SEWERAGE AND DRAINAGE REGULATIONS

The Council of the Municipality of Swakopmund under Section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended further amends the Regulations Relating to Sewerage and Drainage, Notice 273 of 2016, as set out in the Annexure for Tariffs and Fines: Effective 01 July 2023.

2. SEWERAGE**A. ANNEXURE FOR TARIFFS AND FINES****(a) Tariffs (Regulation 8 & 9)**

Property / Use	2022/ 2023		2023/ 2024	
	Basic Tariffs	Additional Tariffs	Basic Tariffs (N\$) per month	Additional Tariffs (N\$) per / m ³ portable water)
(i) Household & Sectional Title Deeds	201.88	6.18		
(ii) Flats	241.02	8.24		
(iii) Dry Businesses and Industries (thus producing predominantly domestic sewage)	187.46	6.18		
(iv) Wet Business and Industries (producing higher volumes un-concentrated sewage – 250 mg/l and chemical oxygen demand regularly less than 750 mg/l, and not exceeding any other parameters)	241.02	8.24		
(v) Wet Business and Industries (thus producing concentrated sewage – thus suspended solids regularly more than 250 mg/l and chemical oxygen demand regularly more than 750 mg/l)	201.88	6.18		
(vi) Old Age Homes, Churches & Charity Institutions	196.00	6.00		
	241.02	8.24		
	187.46	4.53		
(vii) Schools, Hostels & Hospitals	187.46	4.53		
	187.46	N/A		
	168.40	5.00		
(viii) Departmental / Governmental	160.00	5.00		
(ix) Bungalows				
(x) Undeveloped				
(xi) Senior Citizens				
(xii) Lions Club				

B. INDUSTRIAL OR COMMERCIAL WASTE

Every user on whose lot industrial; or commercial waste is produced and which is connected to the councils sewers, shall, in addition to the above. Mentioned charges for the use of Council's sewers and sewerage works pay to the Council the amount of N\$0.58/kl waste water discharged from such lot into the sewers (for the purpose of determining the amount of waste water it shall be deemed to be 60% of the fresh water used). Provided that institutions using water for cooling purposes only and which have a device installed for cooling water for re use, shall be exempted from this additional charge, if the cooling installation functions to satisfaction of the General Manager: Engineering Services: Provided further that where the General Manager: Engineering Services is satisfied that no excess waste water of noxious matter from such lot is admitted to the Council's sewers, the user shall be exempted from the payment of the above – mentioned charge in respect of such a lot

2022/2023	2023/2024
1.03	

C. ANNEXURE G - POLICY FOR DISPOSAL OF HAULED SEWAGE
(Regulation 50(4))**(a) Disposal of Hauled Sewage in contravention of the Regulations**
(Paragraph 2)

The fine shall include and must be determined as a minimum fine of Eight Hundred and Seventy Five Namibia Dollar (N\$875.00) or such amount as Gazetted at the time of the non-compliant disposal:

- (i) plus the cost to clean up the disposal / spillage as determined by Council in hand with resources used;
- (ii) plus administration cost of 25% of the cost to clean up the spillage

(b) Sewage Disposal Permit
(Paragraph 4)

The cost for a Disposal Permit valid for six months must be Sixty One Namibia Dollar and Eighty (N\$61.80) or such amount as Gazetted at the time of the non-compliant disposal

(c) Disposal Fee
(Paragraph 4)

- (i) The disposal fee must be based on a rate of Twenty Namibia Dollar and Sixty (N\$20.60), or such amount as Gazetted at the time, per cubic metre, multiplied by the registered usable capacity of a vehicle as displayed in the Disposal Permit.
- (ii) Charges must be based on vehicle full load capacity only. Partial loads will be considered as full loads.
- (iii) Sewage transported in small containers such as 210 litre drums must be charged a minimum of Twenty Namibia Dollar and Sixty (N\$20.60) or such amount as Gazetted at the time, per container, regardless of the number of containers per truck.
- (iv) The charge to receive sewage from mobile toilets must be Twenty Namibia Dollar and Sixty (N\$20.60) or such amount as Gazetted at the time, per mobile toilets, regardless of the number of mobile toilets per truck.

(d) Clearing of Blockages and Services Provided by the Council
(Regulation 16)

(i) Private Sewers

The cost to clear blockages on private sewers must be paid by the occupier(s) of the premises to Council at a tariff of **N\$309.00** or such amount as Gazetted at the time, per hour or part of an hour that it requires to clear the blockage, with the time exclusive of the travelling time to the site.

(ii) Public Sewers

The cost to clear blockages in public sewers where such blockage was determined (in hand with sub regulation 16.(5) by the occupier(s) of a premises, the cost for such work plus 15% administrative cost must be payable by the occupier(s) of the premises to Council.

(iii) Conservancy Tank or Septic Tank

The cost to empty a conservancy tank or septic tank must be determined as the:

1. implement charge rate, plus;
2. the travelling cost, plus;
3. personnel cost, with the number and hourly rate of the personnel depending on the specific implement, equipment or plant required

(i) Travelling Costs

The travelling cost must be determined from the per-kilometre cost to travel for the implement, equipment or plant for the distance between the home base of the implement, equipment or plant and the premises.

(e) Fees for Registration and Renewal as Drain Layers
(Regulation 26)

The fees payable to the Council for:-

- | | | |
|-------|--|-------------------|
| (i) | the registration of a person as a drain layer is | N\$ 515.00 |
| (ii) | the renewal of such a registration is | N\$ 515.00 |
| (iii) | the issue of a duplicate registration card is | N\$ 257.50 |
- or such amounts as Gazetted at the time.

(f) Inspections
(Regulation 56)

The fee to carry out an inspection at any premises in order to ascertain whether a contravention of these regulations of which the owner or occupier has previously been notified, has been remedied, is **N\$ 309.00** per inspection, or such amount as Gazetted at the time.

(g) Fines / Penalties
(Regulation 57)

The fine identified in Regulation 57 "Penalties" must be **N\$5 150.00** (Five Thousand One Hundred and Fifty Namibia Dollar) or such amount as Gazetted at the time, or imprisonment for a period not exceeding 6 months.

AMENDMENT OF REGULATIONS RELATING TO FIRES AND THE MUNICIPAL FIRE BRIGADE

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended further amends the Regulations Relating to Fires and the Municipal Fire Brigade promulgated under Government No. 123 of 1962, as set out in the - Effective 01 July 2023.

FEES FOR SERVICES RENDERED

3. FIRE BRIGADE (VAT Exclusive)

			2022/ 2023	2023 / 2024
(a)	These tariffs are applicable to fire fighting services rendered towards non-residents of Swakopmund and are also applicable to cases where the Fire Brigade is called out to emergencies outside the Municipal boundaries of Swakopmund (VAT Exclusive) .			
	(i)	An hourly tariff per vehicle calculated from the time of departure at the fire station up to the return to the station for the first 2 hours or portion thereof.	663.32 Per vehicle	
	(ii)	An hourly tariff per vehicle calculated after the first 2 hours elapsed for each subsequent hour or portion thereof.	497.49 Per vehicle	
	(iii)	An hourly tariff for the services of a Chief Fire Officer or portion thereof in respect of every fire.	198.79	
	(iv)	An hourly tariff for the services of a firefighter or portion thereof in respect of every fire.	198.79	
	(v)	Travelling charges only in respect of firefighting services rendered outside the municipal boundaries. Per kilometre or part thereof travelled, calculated from the point of departure at the fire station up to the return to the station (minus 20 kilometre for Municipal Border Boundaries).	N\$24.72 /km	
	(vi)	For water used per m ³ , plus such other expenses in regard to the supply of water as may be incurred (Bulk Tariff plus distribution and losses)	36.05	
	(vii)	Any cost incurred due to damage of any vehicle, plant or equipment be added to cases where the Fire Brigade is called out to emergencies outside the Municipal boundaries of Swakopmund.	Full cost be Recovered	Full cost be Recovered
	(viii)	Such other actual expenses as may be incurred by the Council.	Full cost be Recovered	Full cost be Recovered
(b)	(i)	For inspection / protection services rendered at public functions an hourly tariff or portion thereof for each fire-fighter.	181.28	
(c)	Monthly Fire Service Levy: A monthly Fire Service Levy is to be levied for the provision of fire fighting services within Municipal boundaries of Swakopmund is to be added to Municipal service accounts of consumers as follows:			
			2022 / 2023	2023 / 2024
	(i)	Residential	2.06	
	(ii)	Informal Businesses	11.33	
	(iii)	Formal Businesses	17.00	

(d)	(i)	Lecture Room Rental		
		Lecture Room (VAT Exclusive)	452.17/Day	
(e)	(i)	Cleaning of Buildings		
		Cleaning of buildings outside (VAT Exclusive)		
		A tariff for one (1) pumper appliance and two (2) fire-fighters Per hour or portion thereof in respect of cleaning a building	1 131.97	
(f)	Training		Duration	2022 / 2023
				2023 /2024
	(i)	Fire Extinguisher Course (without own extinguisher).	1 Day	497.49
	(ii)	Fire Extinguisher Course (with own extinguisher).	1 Day	361.53
	(iii)	Basic Fire Fighting Course	3 Days	3 099.27

ON THE LIST ALL PRICES WERE RAISED WITH 10 % EXCEPT THE MONTHLY FIRE SERVICE LEVY.

AMENDMENT OF STANDARD BUILDING REGULATIONS

The Council of the Municipality of Swakopmund, under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended further amends the Standard Building Regulations promulgated under Government Notice 21 of 15 February 1975 (Government Gazette No 3448 as set out in the schedule) and Amendment of the Standard Building Regulations as per General notice 496 of Gazette 6196 dated 2016-12-15): Effective **01 July 2023**.

4. STANDARD BUILDING REGULATIONS**A APPENDIX B – TARIFFS FOR BUILDING INSPECTORATE**

(Regulation 5)

		2021/ 2022	2022 / 2023
(a)	Compiling of a locality diagram of an erf for information purposes	160.68	
(b)	Scrutinising of plans of any building, structure or advertising sign submitted in terms of these regulations for approval:		
	(i) Basic charge of any plans or any structure or building and for the renewal of plans per submission for Building Approval	298.70	
	(i) Additional amount payable based on floor area of building or structure unlimited per m ² with a limit of N\$ 10 000.00 for multi-storey buildings.	3.97	
	(iii) Additional amount payable for boundary walls per running metre.	2.27	
	(iv) Advertising signs, per application	311.06	
	(v) Encroachment fees (per application)	286.34	
(c)	Re-inspection for purpose of rectifying anomalies regarding deviation from conditions contained in the building permit or deviation from the approved building plan – per inspection requested	615.94	

B. PENALTIES FOR NON-COMPLIANT CONSTRUCTION

(Regulation 31)

Penalties for unapproved building activities, or building activities not in compliance with the requirements of the Standard Building Regulations

(a)	Minor Transgression: Deviation from the original approved plan (making some minor adjustments to the approved plans), whereby the structure added does not exceed 35% of the area of the approved plan, (This includes the boundary walls)		
	(i) Walls per running metre per month	36.05	
	(ii) Structures per square metre per month	47.38	
(b)	Medium Transgression: Addition of extra structures onto the approved plan, and whereby the structure added exceeds 35% of the area of the approved plan	180.25	

	Walls and structures per square metre per month		
(c)	Major Transgression: Building of any structure without the approved plan and buildings over the building line without permission for the building line relaxation Walls and structures per square metre per month	490.28	

C. PENALTIES FOR UN-APPROVED DEMOLITION

(Regulation 31)

Penalties for un-approved demolition of a structure		2022 / 2023	2023 / 2024
(a)	Non-Heritage structures	17 448.20	
(b)	Heritage structures (apart from reporting for criminal prosecution)	174 482.00	
Payment of penalties shall be prerequisite to issue of Building Permit.			

D. COMPLIANCE CERTIFICATION

(Amendment of the Standard Building Regulations as per General notice 496 of Gazette 6196 dated 2016-12-15)

(a)	Issue of Compliance Certificate	373.89	
(b)	Re-inspection of structure / building if not compliant at application	615.94	

F. PRINTING AND SCANNING

(a)	Printing of Plans	2022 / 2023	2023 / 2024
(i)	Black & White Printing		
	A0-Long Plot	249.26	
	A0	165.83	
	A1	83.43	
	A2	41.20	
	A3	24.72	
(i)	Colour Printing		
	A0-Long Plot	417.15	
	A0	336.81	
	A1	249.26	
	A2	167.89	
	A3	83.43	
(iii)	Town Plans (Amendment Scheme)		
	A0-Long Plot	379.04	
	A0	336.81	
	A1	249.26	
	A2	167.89	
	A3	83.43	
(b)	Scanning of Plans		
	Large format (A0 to A2)	99.91	
	Small format (A4 to A3)	37.08	

AMENDMENT OF CEMETERY REGULATIONS

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended further amends the Cemetery Regulations promulgated under Government Notice 91 of 1981, as set out in the Schedule: Effective 01 July 2023.

Schedule C is hereby amended -

- 5. (A) Fees payable to the Municipal Council in respect of residents or ratepayers of Swakopmund and their dependants:**

		SWK	TAM	MON
(i)	Reservation: Single grave			
(ii)	Reservation: Double grave:			
(iii)	Burial Fees - Adults (Standard)			
(iv)	Burial Fees - Children, including still-born children:			
(v)	For a second interment in the same grave, at the same time (except for still-born children which are interred free of charge):			
(vi)	Interment of ashes (new grave) (a) Adult (b) Child			
(vii)	Grave extension Fee: Single Double			
	Fees for Ashes			
	(a) For the deposit of ashes in a new grave: Adults Children		N/A N/A	N/A N/A
	(b) For the interment of ashes in an existing grave or ashes grave:			
(ix)	For the deposit of ashes in a niche:		N/A	N/A
(x)	For interments on Saturdays, Sundays or public holidays, an additional charge of -			
(xi)	The fees payable for a new planting in terms of paragraph (a) (i) or (b)(i) shall also be payable if and when the maintenance of a grave space has been interrupted for a period of three months or longer due to non-payment of the annual maintenance fees.			
(xii)	Cooling Room fees For the storage of a body in the cooling room, per day or part of a day.		N/A	N/A
(xi)	Fees for Chapel For the use of the chapel:		N/A	N/A

(B) Sale or transfer of the exclusive right of interment -

	SWK	TAM	MON
For the recording of the sale or transfer of the exclusive right of interment, including the issue of a certificate.			

(C) Fees in respect of memorial work -

	SWK	TAM	MON
Deposit payable in terms of regulation 51 (not refundable) -			

(D) Fees in respect of exhumations -

	SWK	TAM	MON
(a) If the exhumation is done by Council, including the interment of the mortal remains in a freshly - prepared grave and altering of registers.			
(i) Before a period of ten years has lapsed since the initial interment -			
(ii) After a period of ten years or more has lapsed since the initial interment -			
(b) If the exhumation is done by an authorised person, excluding the preparation of a new grave and altering the registers -			

(E) Fees for Information and Copies

	SWK	TAM	MON
(a) For the investigation and perusal of registers or documents -			
(b) For a certified copy -			

(F) Fees payable to Council in respect of persons who are not residents or ratepayers of Swakopmund, or their dependents:

	SWK	TAM	MON
In respect of the Swakopmund, Tamariskia and the Mondesa Cemetery -			
(a) The fees as set out in the sub-items 1(a)(i) to (ix) plus a surcharge of	% 100.00 of such fees	100%	100%
(b) In respect of sub-items 1 (A) (x & xi), the fees as set out therein.			

AMENDMENT OF HEALTH REGULATIONS

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended further amends the Health Regulations promulgated under Government Notice 165 of 1958, as set out in the Schedule: Effective 01 July 2023.

The Tariff Schedule is hereby amended –

6. HEALTH REGULATIONS**SCHEDULE**

			2022 / 2023	2023 / 2024
1.	(a)	(i) Removal of domestic refuse at residential premises per polythene bag once weekly, or per refuse container once weekly: per month Otto Bins included	115.36	
		(ii) Senior Citizens	71.00	
		(iii) Disposal Fees: per month (new tariff)	6.18	
		(iv) Cleaning Services	16.48	
2.	(b)	Removal of domestic refuse at business premises per refuse container: per month		
		(i) twice weekly monthly (Otto Bins included)	356.38	
		(ii) thrice weekly monthly (Otto Bins included)	534.57	
		(iii) more than thrice weekly monthly (Otto Bins included)	711.73	
		(iv) Disposal Fees : Permanent (New Tariff)	206.00	
	(c)	Removal of refuse other than domestic refuse, per truck load or part thereof.	791.04	
	(d)	Removal of garden refuse inside erf boundaries, per truck load or part thereof. Garden refuse means all refuse from flowers, grass, plants and shrubs or as otherwise stipulated by the head of the Health Department	170.98	
	(e)	Removal of garden refuse placed on pavements, per truck load or part thereof	401.70	
	(f)	Emptying of a bulk refuse container		
		(i) twice weekly	1 779.84	
		(ii) thrice weekly	2 491.57	
		(iii) Caravan park	5 062.45	
		(iv) Refuse Cages Businesses (three times per week)	5 339.52	
		(v) Basic deep collection system		
3.		Minimum charge in respect of		
	(g)	Minimum charges levied on unoccupied houses including undeveloped erven per month	94.76	
	(h)	Domestic Refuse removal Plots & Rossmund	165.83	
		(i) Occupied plots – Agriculture / Residential – only per container per month	515.00	
		(ii) Plots with registered business per container per month	809.58	
	(i)	Removal of carcasses of dead animals per truck load or part thereof	960.99	
	(j)	Removal of condemned products (food etc) per truck or part thereof	32.96	
	(k)	Special events bin rental (cost per month for one bin divide by four) x days rented – per bin	15824.92	
	(l)	Tourism – per month	515.00	
	(m)	Illegal dumping		

4.	DISPOSAL FEES – BUSINESS OUTSIDE BORDERS OF SWAKOPMUND		
			2023/2024
	(a)	0-8m³	402.73
	(b)	9-20 m³	758.08
	(c)	21-40 m³	1755.12
	(d)	41-80 m³	3511.27
	(e)	80m³ and More	4012.16

5. GRAVEL MINING FEES (exclusive) 2023 2024

	a) New application deposit	10 672.86	
	b) Excavation permit fees (set)	42 678.05	

6. GENERAL HEALTH REGULATION (BUSINESS REGISTRATION FEES) – VAT Exclusive

		2022/ 2023	2023/ 2024
	1. Applications for renewal of business registrations shall be submitted to the General Manager: Health Services on or before 31 March of each year; the date on the official municipal receipt to be accepted as the date of application.		
	2. A late fee of 10% per month shall be charged in addition to the registration fee retrospective from 1 January of the relevant year for applications received after 31 March of that year		
	3. a) Registration of food business	1 059.35	
	b) Registration of non-food business	560.83	
	c) Duplicate Certificates	34.51	
	d) Hawkers (Informal Traders)	149.56	

7. ABBATOIR INSPECTION FEES (VAT Exclusive)

	a) Cattle	23.69	
	b) Small Stock	12.36	
	c) Pigs	12.36	

8. DOG IMPOUNDING / LICENCE FEES

	1. Impounding Fees: per dog plus 15% administration fee	85.49	85.49
	2. Licensing Fees:	56.65	
	(a) Dog Taxes per dog: maximum of 2 dogs		
	(b) State Pensioner per dog: limited to 1 dog	18.54	
	(c) Sterilised per dog: limited to 1 dog	18.54	
	(d) For third dog	169.95	
	(e) For fourth dog	283.25	
	(f) Bees removal	309.00	

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF THE WATER SUPPLY TARIFF STRUCTURE

*The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, determined the tariff structure for the supply of water in the Swakopmund Town and Townlands with effect from 1 July 2012. Effective **01 July 2023**.*

A. POTABLE WATER

			2022/2023	2023/ 2024
(a)	Basic Tariffs			
	(i)	All Consumers except Senior Citizens and Smallholdings For water supplied, for the first 8 m ³ at N\$ 14.87/m ³ plus meter rent for a 20 mm diameter meter at N\$ 7.70 / month	126.66	
	(ii)	Senior Citizens For water supplied, for the first 8 m ³ at N\$ 2.75/m ³ plus meter rent for a 20 mm diameter meter at N\$ 3.00 / month	25.00	
	(iii)	Smallholdings For water supplied, for the first 8 m ³ at N\$ 14.87 plus meter rent for a 20 mm diameter meter at N\$ 7.70 / month	126.66	
(b)	Staggered water tariffs Swakopmund and Smallholdings per m³			
	(i)	9 m ³ to 30 m ³	18.39	
	(ii)	31 m ³ to 60 m ³	23.18	
	(iii)	More than 60 m ³	35.84	
(c)	Special water tariffs for Smallholding Owners – only applicable for Owners involved in Agricultural and farming activities per m³:			
	(i)	9 m ³ to 30 m ³	18.39	
	(ii)	31 m ³ to 60 m ³	19.88	
	(iii)	More than 60 m ³	22.18	
(c)	Special water tariffs for Swakopmund Old Age Homes p³:			
	(i)	9 m ³ to 30 m ³		16.00
	(ii)	31 m ³ to 60 m ³		20.00
	(iii)	More than 60 m ³		30.00
(d)	Departmental Consumption per m³		13.39	

B. TREATED EFFLUENT WATER

(a) Basic Tariffs		2022 / 2023	2023/ 2024
(i)	All Consumers except listed below For water supplied, for the first 8 m ³ at N\$ 3.70/m ³ plus meter rent for a 20 mm diameter meter at N\$ 7.93 / month	37.61	
(ii)	Rossmund For water supplied, for the first 8 m ³ at N\$ 3.70/m ³ plus meter rent for a 20 mm diameter meter at N\$ 7.93 / month	37.61	
(iii)	Sport Clubs For water supplied, for the first 8 m ³ at N\$ 3.70/m ³ plus meter rent for a 20 mm diameter meter at N\$ 7.70 / month	37.61	
(iv)	Lions Club For water supplied, for the first 8 m ³ at N\$ 1.10/m ³ plus meter rent for a 20 mm diameter meter at N\$ 3.00 / month	11.80	11.80
(b) Consumption per m³			
(i)	All Consumers except listed below	7.21	
(ii)	Rossmund	2.06	
(iii)	Sport Clubs	3.71	
(iv)	(aa) Lions Club 9 m ³ to 30 m ³	24.80	
	(bb) Lions Club 31 m ³ to 60 m ³	30.70	
	(cc) Lions Club more than 61 m ³	30.70	
(v)	Departmental	2.06	

C. WATER LEAKAGE

A special tariff per m ³ where proven water leakage is experienced (over 60 m ³ water) Credit will be issued in respect of additional sewerage based on the average water consumption for the period over which leak occurred to maximum 6 (six) months, however no credit will be allowed where the leakage was experienced in the house / premises which have gone through the sewerage system.	14.87	
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D. WATER METERS

Rent for water meters, per meter per month			
(a)	20 mm (Senior Citizens and Lions Club)	3.00	3.00
(b)	20 mm (All except Senior Citizens)	7.93	
(c)	25 mm	18.33	
(d)	32 mm	33.58	
(e)	40 mm	45.32	

	(f)	50 mm	61.80	
	(g)	80 mm	76.22	
	(h)	100 mm	117.01	
	(i)	150 mm	257.50	

E. WATER CONNECTION / DISCONNECTION

	(a)	For replacement of a seal which has been tampered with by the consumer	1052.66	
	(b)	For the special reading of a meter on request of the consumer	134.93	
	(c)	For the disconnection of the water supply upon termination of service on request by consumer	147.29	
	(d)	For the reconnection of water supply after disconnection on request by the consumer	147.29	
	(e)	For reconnection of the water after the water supply was disconnected on account of violation of regulations	244.73	
	(f)	Monies payable for any testing	367.09	
	(g)	Refundable Deposit on Services account.	489.46	
	(h)	Connection / Disconnection service accounts.	61.18	

F. UNDEVELOPED ERVEN

Monthly availability fee

82.09	
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AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF PUBLIC HALLS

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of public halls, as set out in the Schedule: Effective **01 July 2023**.

The tariff Schedule is hereby amended-

8. DEPARTMENTAL TARIFFS

A. TARIFFS FOR LEASE OF PUBLIC HALLS (VAT EXCLUSIVE)

		2023 / 2024		
		Town Hall	Meduletu	Multi-Purpose Hall
1.	<u>MUSIC SHOWS</u>			
	Before 24:00			
	After 24:00 per hour			
	Kitchen (by day or by night or part thereof)			
2.	<u>WEDDINGS</u>			
	Before 24:00			
	After 24:00 per hour			
	Kitchen (by day or by night or part thereof)			
3.	<u>DRAMATIC PERFORMANCES, CONCERTS AND SIMILAR FUNCTIONS</u>			
	Professional			
	Amateur			
	Educational Institutions			
4.	<u>FUND RAISING</u>			
	By day			
	By night			
5.	<u>FORMAL MEETINGS</u>			
	By day			
	By night			
6.	<u>FILM SHOWS</u>			
	Films			
7.	<u>RELIGIOUS MEETINGS / CHURCH SERVICE</u>			
	Half a day (9:00-13:00) (14:00-18:00)			
	Full day (09:00-18:00)			
	By night (18:00-00:00)			
8.	<u>PUBLIC MEETINGS</u>			
	By day			
	By night			
9.	<u>SPORT PURPOSES</u>			
	For practices : Amateur (per occasion)			
	Professional (per occasion)			
	Matches where entrance fees are charged			
	Amateur (per occasion)			
	Professional (per occasion)			
10.	<u>EXHIBITIONS</u>			

11.	BLOOD TRANSFUSION CLINICS	<i>Free of charge subject to deposit fees payable</i>		
	By day or by night or part thereof			
12.	A deposit shall be payable in all instances in addition to the tariff of lease (No VAT). - Original receipt must be submitted for refund purposes.			
	(i) Ordinary Booking			
	(ii) Music Shows			
	(iii) Weddings			

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF TOURISM FACILITIES

*The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of tourism facilities, as set out in the Schedule: Effective **01 July 2023**.*

The tariff Schedule is hereby amended-

9. B. TOURISM FACILITIES

BUNGALOWS (VAT & TOURISM LEVY EXCLUSIVE)

		2021/ 2022 Peak Periods (15% VAT & 2% Tourism exclusive)	2021/ 2022 Non-Peak Periods (15% VAT & 2% Tourism exclusive)	2022 / 2023 COVID-19 Special Peak Period (15% VAT & 2% Tourism exclusive)	2022 / 2023 COVID-19 Non-Peak Period (15% VAT & 2% Tourism exclusive)
B.1.	BUNGALOWS (VAT excluded)				
1.	Rest houses Tariffs per day (BED levy excluded)				
	Fish	427.35	341.88		
	Gecko	470.09	384.62		
	Welwitschia	470.09	384.62		
	Dunes	555.56	470.09		
	Dunes A (new)	555.56	470.09		
	Spitzkoppe	598.29	512.82		
	Brandberg A	726.50	641.03		
	Brandberg B	769.23	683.76		
	Moon Valley	854.70	769.23		
	Extra Matrass	130.43	130.43		
2.	Key deposits (No VAT):				
	Brandberg A & B	300.00	300.00		
	Moon Valley	300.00	300.00		
	Fish, Gecko, Welwitschia, Dunes and Spitzkoppe		200.00		
	Peak Season: 20 th December to 05 th January Public Holidays: Easter, Independence, Heroes , and Ascension days Non – Peak Season: Period not mentioned above 50% Deposit payable upon booking confirmation A key deposit shall be payable in all instances in addition to the tariff of accommodation (No VAT) - original receipt with bank confirmation must be submitted for refund purposes.				

3.	In the event of the cancellation the following rules shall apply:				
(i)	+30 days prior to the arrival / event			10% of the booking value	
(ii)	30 -15 days prior to the arrival / event			25% of the booking value	
(iii)	14 -8 days prior to the arrival / event			50% of the booking value	
(iv)	7 – 4 days prior to the arrival / event			75% of the booking value	
(v)	3 -0 days prior to the arrival / event			100% of the booking value	
(vi)	No Show			100% of the booking value	
(vii)	Lease Conference room				
	External		521.74	547.83	
	Internal Department		347.83	382.61	
	Conference Wi Fi Voucher per day		1 043.48	1 043.48	
(viii)	Wi-Fi				
	1 Gig			43.48	
	3 Gig			69.57	
	5 Gig			130.43	

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF SPORT FACILITIES

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of sport facilities, as set out in the Schedule: Effective 01 July 2023.

The tariff Schedule is hereby amended-

10. D. SPORT FACILITIES (GENERAL) - VAT EXCLUSIVE

		2022/ 2023	2023/ 2024
1.	MEMBERSHIP (ANNUAL FEES)		
	Payable on or before February each year:		
	Schools: Based on the development fee per child per annum:	1 165.96	
	Up to N\$350.00		
	N\$ 500.00	1 747.91	
	N\$ 500.00 and above	2 330.89	
	(i) Clubs	3 179.61	
	(ii) Other Users per occasion	914.64	
2.	<u>SPORTFIELDS</u>	Free of charge	Free of charge
	Fees per event (except training) by Members		
	All school sports		
	<u>Fees per event (except training) by:</u>		
	<u>Clubs (Members)</u>		
	Soccer	471.74	
	Rugby	471.74	
	Cricket	338.87	
	Netball	338.87	
	Basket Ball	273.98	
	Softball	273.98	
	Volleyball	273.98	
	Tennis	273.98	
	Hockey	273.89	
	Entertainment Area	1 069.14	
	<u>Clubs (Non-Members)</u>		
	Soccer	1 286.47	
	Rugby	1 286.47	
	Cricket	1 033.09	
	Netball	1 033.09	
	Basket Ball	1 033.09	
	Softball	676.71	
	Volleyball	676.71	
	Tennis	676.71	
	Hockey	1 069.14	
	Entertainment Area	1 069.14	
	<u>All weekend Tournaments / Events rates for Members</u>	2022/ 2023	2023/ 2024
	Refundable deposit (payable in addition to the rental fee)	1 179.35	
	Refundable deposit for events other than sports	4 421.79	
	Soccer	849.75	

	Rugby	849.75	
	Cricket	620.06	
	Netball	620.06	
	Basket Ball	500.58	
	Softball	500.58	
	Volleyball	500.58	
	Tennis	500.58	
	Hockey	500.58	
	All weekend Tournaments / Events rates for Non-Members		
	Refundable deposit (payable in addition to the rental fee)	1 179.35	
	Refundable deposit for events other than sports	4 421.79	
	Soccer	2 329.86	
	Rugby	2 329.86	
	Cricket	1 874.60	
	Netball	1 874.60	
	Basket Ball	1 231.88	
	Softball	1 231.88	
	Volleyball	1 231.88	
	Tennis	1 231.88	
	Hockey	1 231.88	
	Fees are inclusive of all Municipal services except electricity. Clubs are permitted to collect fees from community members intending to attend their functional activities. NB: Principle of 'no pay – no play' will be applied strictly.		
	Deposit A deposit shall be payable in all instances in addition to the tariff of lease (no VAT) - original receipt must be submitted for refund purposes. Fees include all Municipal services except electricity. (Clubs are permitted to collect entrance fee from community intending to attend their functional activities.) NB: Principle of 'No Pay - No Play' will be applied strictly.	712.76	
	A refundable deposit will be payable for hiring of sport fields for events such as music shows		
3.	<u>MUSIC SHOWS</u>		
	Per Show (VAT exclusive)	6 700.15	
	Refundable deposit to be paid	20 101.48	
4.	<u>MULTI PURPOSE CENTRE</u>		
	<u>SME BUSINESS UNITS AND RESTAURANT</u>		
	SME Unit 1 (50.75 per m ² x N\$ 34.00/m ²)	1 226.73	
	SME Unit 2 (49.75 per m ² x N\$ 34.00/m ²)	1 202.01	
	SME Unit 3 (53.00 per m ² x N\$ 34.00/m ²)	1 280.29	
	SME Unit 4 (54.00 per m ² x N\$ 34.00/m ²)	1 305.01	
	SME Unit 5 (46.66 per m ² x N\$ 34.00/m ²)	1 133.00	
	Restaurant (including kitchen) (313.36 per m ² x N\$ 20.00/m ²)	4 453.72	

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF LABOUR POOL - IMPLEMENT CHARGES AND STORES LEVIES

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of labour pool -, implement charges and stores levies, as set out in the Schedule:

Effective 01 July 2023.

The tariff Schedule is hereby amended-

11. LABOUR POOL CHARGES

A.	<u>IMPLEMENT CHARGES</u>	2022/2023	2023/2024
	Sundry Implements: dry rates per hour	529.42	
	Trucks	523.24	
	Hiab Truck	566.50	
	Bulldozers	978.60	
	Graders	847.69	
	Road Rollers	647.87	
	Water Tankers	647.87	
	Tractors	341.96	
	Front - End Loader	890.95	
	TLB - Back Hoe	822.97	
	Vacuum Pump	441.87	
	Sundry Implements: per day		
		2022/2023	2023/2024
	Concrete Mixer	510.88	
	Concrete	510.88	
	Plate Vibrators	510.88	
	Portable Generator Set	510.88	
	Portable Water Pump	510.88	
	Bitumen Spraying Machine	510.88	
	Hydroblast	510.88	
	Compactor	573.71	
	Lawn Mover (Push)	573.71	
	Lawn Mover Ride On	1 027.94	
	Compressor	903.31	
B.	<u>STORES LEVIES</u>		
	17% On Stores Stock		
	7 % On Direct Purchases		
	Capital Items : Maximum of N\$ 2 000.00 per item		

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF OTHER TARIFFS

*The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of other tariffs, as set out in the Schedule: Effective **01 July 2023**.*

The tariff Schedule is hereby amended-

12. H. OTHER TARIFFS

		2022/ 2023	2023/ 2024
1.	Lease of Erven - RUL: (Tamariskia) : 66		5 572.30
2.	Lease of Street Space : per m ² per month (VAT Exclusive)		10.30
3.	Lease of Kiosk : Tamariskia Erf 503		291.49
4.	Lease of Kiosk: Mondesa Erf 3701		291.49
5.	Hiring of tables and chairs & other equipment (VAT Exclusive)		
	(a) Per chair per day		13.39
	(b) Per Podium		98.88
	(c) Per Stage		136.99
	(d) Per Spectator Stand (Pavilion)		200.85
	(e) Transport of Spectator Stands / Stages		874.47
	(f) Deposit amount for items (a) to (e) above (No VAT)		964.008
	A deposit shall be payable in all instances in addition to the tariff of lease (No VAT) - original receipt must be submitted for refund purposes.		
6.	Low Cost Housing Insurance (Monthly premium)	10.00	10.00
7.	Interest on overdue accounts	10% per annum	10% per annum
	All Municipal Services	15% per annum	15% per annum
	Built Together Loan Instalments	0.83% per annum	0.83% per annum
	All other loan accounts	1.25% per annum	1.25% per annum
8.	Lease of Municipal Land (Public Open Spaces)		
	For an area of 16m ² or less (VAT Excluded)		
	(i) Daily	207.34	
	(ii) Weekends	276.45	
	(iii) Weekly	347.11	
	(iv) Monthly	1 039.27	
	For an area bigger than 16m ² (VAT Excluded)		
	(i) Daily	276.04	
	(ii) Weekends	347.11	
	(iii) Weekly	416.12	
	(iv) Monthly	1 662.42	
	Business Stalls x 15 stalls (Erf 4352): 1 - 3, 14 - 16, 21 – 29 per month	577.83	
	Business Stalls x 12 stalls (Erf 4352): 4 – 11, 17 – 20 per month	452.17	
	Business Stalls x 2 stalls (Erf 4352): 33/34; 35/36 per month	452.17	

	Business Stalls x 2 stalls (Erf 4352): 32; 37 per month per day	315.18	
		44.29	
	Business Stalls x 10 stalls (Erf 4354 A) per month	452.17	
	Open Markets (Erf 1823) per month	112.27	
	Open markets (Erf 3251): 1 – 42 per month	112.27	
	Open Markets (Erf 3251): 43 – 59 per month	59.74	
	Business Stalls x 27 (Erf 4354 B) per month	387.28	
	Open Stalls x 32 (Erf 4354 B) per month	86.52	
	Braai Area (Erf 4354 B) per month	86.52	
	Business Stalls x 5 stall (Erf 4353 – Taxi Rank) per month	297.67	
	A deposit for all trading facilities and premises shall be payable in all instances in addition to the tariff of lease (No VAT) – original receipt must be submitted for refund purposes		
9.	Trading Sites on Erf 118, Swakopmund (VAT Excluded)		
	(i) Arts and Crafts x 10 per month	120.51	
	(ii) Mobile Food Kiosks x5 per month (VAT Excl.) paid in advance	339.90	
	(iii) Miscellaneous sites	339.90	
	A deposit for Art & Craft and Miscellaneous sites shall be payable in all instances in addition to the tariff of lease (No VAT) – original receipt must be submitted for refund purposes		
	Daniel Kamho Fresh Produce Market:		
	(i) Site rent per month (Vat exclusive, paid in advance)	971.29	
	(ii) Toilet rental for the site	311.06	
	(iii) Water Usage for the site	169.95	
	(iv) Waste removal charge for the site	325.48	
	Hawker's site at Kavita Park:		
	(a) Site No 1 (16m ² xN\$6.60/m ²)	124.63	
	(b) Site No 2-30, 32-42, 44-55, 57-64 (10m ² xN\$6.60/m ²)	78.28	
	(c) Site No 31 (12m ² xN\$6.60/m ²)	93.73	
	(d) Site No 43 (8m ² x N\$6.60/m ²)	62.83	
	(e) Site No 56 (13m ² x N\$6.60/m ²)	101.97	
	A deposit for hawker's site shall be payable in all instances in addition to the tariff of lease (No VAT) – original receipt must be submitted for refund purposes.		
10.	Hiring Of Training Room Facility (per occasion)	3 769.80	
11.	LOCATION FILMING FEES <u>This tariff is for any production agency using Swakopmund locations for the purpose of producing feature films, television commercials, general entertainment programs and non Swakopmund documentaries.</u>		
	a) Feature Films	N\$ 8 724.10 per day	N\$ per day
	(b) Commercial Film	N\$ 4 362.05 per day	N\$ per day
	(c) Documentaries	N\$1 869.45 per day	N\$ per day

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF AERODROME LANDING AND PARKING CHARGES

*The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of Aerodrome facilities, as set out in the Schedule: Effective **01 July 2023**.*

The tariff Schedule is hereby amended-

I. AERODROME LANDING AND PARKING CHARGES (VAT exclusive)

	Maximum certificated mass in Kilogram of an aircraft up to and including	2021 / 2022 LANDING CHARGES	2020 / 2021 PARKING CHARGES (per 24hrs or part thereof)	2022 / 2023 LANDING CHARGES	2022 / 2023 PARKING CHARGES (per 24hrs or part thereof)
1.	AERODROME				
A	500 kg	37.08	6.18		
B	1000 kg	59.74	12.36		
C	1500 kg	87.55	18.54		
D	2000 kg	119.48	23.69		
E	2500 kg	152.44	29.87		
F	3000 kg	182.31	37.08		
G	3500 kg	213.21	42.23		
H	4000 kg	243.08	48.41		
I	5000 kg	303.85	60.77		
J	6000 kg	364.62	72.10		
K	7000 kg	426.42	84.46		
L	8000 kg	487.19	97.85		
M	9000 kg	546.93	110.21		
N	10 000 kg	607.70	121.54		

1. Thereafter for every additional 1000 kg Or part thereof an additional

59.74

18.54

2. PASSENGER SERVICE CHARGES

Non-scheduled flights:

79.31

Scheduled flights:

79.31

3. ADMINISTRATION CHARGES

Admin & documentation fee
(Approved account holders only)

5.15

Cash handling & administration fee
(non-account holders only)

16.48

4. **Landing for Helicopters and Training will be charged as parking fees, plus 20% administration fees.**

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF AERODROME LANDING AND PARKING CHARGES

*The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of Aerodrome facilities, as set out in the Schedule: Effective **01 July 2023**.*

The Minister of Urban and Rural Development promulgated the application fees in Government Gazette Number 8031 under Notice Number 25 on the 15th February 2023 for the procedures that part of the Urban and Regional Planning Act, 2018 (Act 5 of 2018). The Table below consists of the promulgated fees.

Town Planning Application Fees

Fees for applications made to a local authority		
	Nature of application	Fee (N\$)
1.	Alteration of boundaries, suspension or deletion of conditions relating to land (section 97 or 105 of Act)	500
2.	Alteration of boundaries of an approved township (section 97 or 105 of Act)	500
3.	Disestablishment of approved township or portion of an approved township (section 97 or 105 of Act)	500
4.	Establishment of township (section 97 or 105 of Act)	7 187.50
5.	Application for rezoning (section 97 or 105 of Act)	2 012.50
6.	Subdivision of an erf (section 97 or 105 of the Act)	1 092.50
7.	Consolidation of an erf (section 97 or 105 of the Act)	1 092.50