

# *Municipality of Swakopmund*

## **SUPPLEMENTARY AGENDA NO. 1**

**ORDINARY  
COUNCIL MEETING  
ON  
THURSDAY  
29 JUNE 2023  
AT  
19:00**



**CONTACT US:**

Telephone: +264 64 410 4206

Email: [akahuika@swkmun.com.na](mailto:akahuika@swkmun.com.na)

Website: [www.swkmun.com.na](http://www.swkmun.com.na)

# INDEX

ITEM NO	SUBJECT	REF NO	PAGE
11.1.19	Progress Update On The Design And Construction Project For The Smallholdings Potable Reservoir	16/2/1/11/1	3
11.1.20	Approval And Transfer Of Additional Funds To Procure A Vehicle (Single Cab Bakkie)	16/2/6/2/2	7
11.1.21	Availability Of Extension 4, Matutura And Criteria For Development Proposal	16/1/4/2/1/14	9
11.1.22	Old And Redundant Items / Equipment: Engineering Services Department - Works Section	16/2/6/1	21
11.1.23	Request For Assistance With Funding Towards The 2023 Namibian Heritage Week	3/15/1/5/3	23
11.1.24	Conclusion Of Memorandum Of Agreement Between Council And Rent-A-Drum	17/6/1	30
11.1.25	Approval Of Erven Allocated To The Lists Of Names Of 3 Housing Groups: Harambee Group, Movement For Housing Group And Build Together Group And Preliminary Allocation And Timeline For The Installation Of Services At Portion 182 And 183	14/2/1/1	40

11.1.19 **PROGRESS UPDATE ON THE DESIGN AND CONSTRUCTION PROJECT FOR THE SMALLHOLDINGS POTABLE RESERVOIR**  
(C/M 2022/06/29 - 16/2/1/11/1)

Special Management Committee Meeting of 22 June 2023, Addendum 5.1 page 28 refers.

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

1 **PURPOSE**

The purpose of this Submission is to inform Council about the current status with regard to the anticipated construction project of an 8 Mega Litre reinforced concrete circular reservoir for the Smallholdings Area. In addition, this submission is also to inform Council about the anticipated cost for the project and the request for sourcing of additional fund to cater for an anticipated deficit.

2 **BACKGROUND**

The project, **SC/DP/SM-006/2022 - Design of a Potable Reservoir for Small Holdings, Swakopmund** was awarded to Messrs. INGPLAN Consulting Engineers and was officially signed on the 05th of September 2022.

This contract covers the first phase for the realisation of the construction of the reservoir concern. The scope of works besides others, is to investigation, design and construction management for the construction of an 8 Mega-litre circular roof reinforced concrete reservoir for the Swakopmund Smallholdings, including hydraulic controls, telemetry, feed and supply pipework, an access road, a waste water pond and security fencing.

3 **PROJECT STATUS TO DATE**

As of date, the designs for the potable reservoir have been completed by INGPLAN Consulting Engineers. The Engineering and Planning Department have compiled the procurement documentation for the services required and is ready to go out on procurement for the second phase of the project namely the physical construction of the reservoir.

4 **COST ESTIMATE: RESERVOIR CONSTRUCTION**

The total cost estimated for the design and construction of the Smallholding's potable water reservoir has been summarised in Table 1 below.

**Table 1: Total cost for the design and construction of the potable water reservoir for the Swakopmund Smallholding.**

Description	Amount (VAT excl.)
Total Cost: Consultancy Services (Engineering Design & Supervision by INGPLAN Consulting Engineers.)	N\$935 031.25
Total Cost Estimate: Construction + 10% Contingencies.	N\$23 155 259.38
Total Project Cost	N\$24 090 290.63

## 5 FUNDS REQUIRED

**Table 2: Funds required for the successful construction execution of the potable water reservoir for the Swakopmund Smallholdings.**

Description	Amount (VAT excl.)
Total Funds Required for Project	
• Consultancy Fees	N\$24 090 290.63
• Construction	
Funds Availed under 2023/2024 Financial Period:	
• Water Reservoir Smallholdings - 600031020600	N\$2 000 000.00
Funds Required	N\$22 090 290.63

The above summary showcases an amount of N\$22 090 290.63 (VAT incl.) that is required to fully execute and complete the project. The Cost estimate by the consultant is attached under Annexure A.

The realisation of the deliverables from this project is of strategic significance to Council in achieving its objectives of attaining self-reliance and a sustainable food production through urban agriculture initiatives.


It is against this backdrop that the favourable consideration from Management Committee is requested to avail/source the additional funds to implement the project successfully.

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


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

**That the permission be granted to the General Manager: Finance to increase Vote: 600031020600 (Water Reservoir Smallholdings) with an additional N\$22 100 000.00 to cover the cost for the Supervision and Construction of the 8ML Potable Water Reservoir at the Smallholdings.**



ESTIMATES OF COST - CIVIL ENGINEERING SERVICES (INFRASTRUCTURE)	
SWAKOPMUND MUNICIPALITY - DESIGN OF A POTABLE WATER RESERVOIR FOR SMALLHOLDINGS	
 <p>INGPLAN CONSULTING ENGINEERS &amp; PROJECT MANAGERS (NAMIBIA) (PTY) LTD NO. 6 SQUARE PARK, HERENGSTRUIT STREET, LUDWIGSDORF, WINDHÖCK, P.O. BOX 9835, KLEN WINDHÖCK, NAMIBIA TEL: +264 (0) 71 346 886 / 346 843 FAX: +264 (0) 81 268 943 E-MAIL: info@ingplan.com.na / architect@ingplan.com.na</p>	
PROJECT : TOWN OF SWAKOPMUND MUNICIPALITY DESIGN OF A POTABLE RESERVOIR FOR SMALLHOLDINGS	SHEET 1 OF 2
CLIENT : SWAKOPMUND MUNICIPALITY	DATE: 14 APRIL 2022
CONSULTANT : MR. A.G. DUTOIT	14059555
COST PROPOSAL : CIVIL ENGINEERING SERVICES - DESIGN OF A 8 MEGA LITRE POTABLE WATER RESERVOIR - REV.2	
ITEM / DESCRIPTION / SUBJECT	TOTAL COST
TOWN OF SWAKOPMUND MUNICIPALITY DESIGN OF A POTABLE RESERVOIR	N\$
<b>PRELIMINARY AND GENERAL COST</b>	
<ul style="list-style-type: none"> <li>• Preliminary and General (R 10%)</li> </ul>	1 013 007,20
<b>SUBTOTAL (excluding VAT)</b>	1 013 007,20
<b>CONCRETE RESERVOIR</b>	
<ul style="list-style-type: none"> <li>• Earthworks</li> <li>• Concrete</li> <li>• Reinforcing</li> <li>• Pipework</li> <li>• Underground drainage system</li> <li>• Valves, manholes, sumps, chambers etc.</li> </ul>	1 034 507,20 1 416 412,00 6 184 434,00 673 009,00 819 978,00 394 420,00 <b>13 436 358,20</b>
<b>SUBTOTAL (excluding VAT)</b>	13 436 358,20
<b>PIPELINES</b>	
<ul style="list-style-type: none"> <li>• Excavation on site</li> <li>• Pipelines on site</li> <li>• Extension to existing water network - (Additional Scope of Work)</li> <li>• House connections to 20 plots (Additional scope of work)</li> <li>• Valve and 20m water point, V - 20m (Additional scope of work)</li> </ul>	626 232,00 178 432,00 1 945 720,00 114 720,00 325 880,00 <b>3 200 984,00</b>
<b>SUBTOTAL (excluding VAT)</b>	3 200 984,00
<b>ELECTRICITY</b>	
<ul style="list-style-type: none"> <li>• Telephony System</li> <li>• Load and Flow Measurement</li> <li>• Activated valves</li> <li>• Power supply (Automation)</li> </ul>	88 000,00 95 000,00 200 000,00 85 000,00 <b>568 000,00</b>
<b>SUBTOTAL (excluding VAT)</b>	568 000,00

ANNEXURE A

ESTIMATES OF COST - CIVIL ENGINEERING SERVICES INFRASTRUCTURE)	
SWAKOPMUND MUNICIPALITY - DESIGN OF A POTABLE WATER RESERVOIR FOR SMALL HOLDINGS	
 <p>INGPLAN CONSULTING ENGINEERS &amp; PROJECT MANAGERS (NAMIBIA) (PTY) LTD          NO. 3 SQUARE PARK, HERENGHOUT STREET, ALDERMANSDORP, WINDHOK, P.O. BOX 10023, KLEIN WATERSLOOT, NAMIBIA          TEL : 004 40 41 240 300 / 340 FAX : 004 40 41 240 343 E-MAIL: info@ingplan.com.na / info@ingplan.com.na</p>	
PROJECT : 1400055 - SWAKOPMUND MUNICIPALITY DESIGN OF A POTABLE RESERVOIR FOR SMALL HOLDINGS	SHEET 2 OF 2
CLIENT : SWAKOPMUND MUNICIPALITY	DATE: 14 APRIL 2023
CONSULTANT : MR. A.G. DU TOIT	1400055
COST PROPOSAL : CIVIL ENGINEERING SERVICES • DESIGN OF A 8 MEGA LITRE POTABLE WATER RESERVOIR • REV.2	
ITEM DESCRIPTION / SUMMARY	TOTAL COST N\$
<b>1400055: CIVIL ENGINEERING SERVICES • DESIGN OF A POTABLE RESERVOIR</b>	
<b>TENCING &amp; ACCESS ROAD</b>	
• Security fencing around reservoir 12.4 m high PVC fence with 2 m wide gap	1071 474.00
• Access road and parking (only 0.5 layer, please note)	414 244.00
• PVC drainage down runoffs with double channel width 1.2 m width	638 000.00
<b>SUBTOTAL (including VAT)</b>	<b>1 959 158.00</b>
<b>LEAKING PROTECTION SYSTEM</b>	
• Upright protection system for reservoir	10 000.00
<b>SUBTOTAL (including VAT)</b>	<b>10 000.00</b>
<b>SUBTOTAL FOR WORKS</b>	<b>21 059 214.90</b>
<b>CONDUITANCES</b>	
• 10 % Contingent Contingencies	2 105 033.49
<b>SUBTOTAL (including VAT)</b>	<b>2 105 033.49</b>
<b>SUBTOTAL FOR CONSTRUCTION</b>	<b>23 164 248.39</b>
<b>PROFESSIONAL FEE</b>	
• As per agreement (fee, including administrative - (Additional Scope of Works Included)	2 479 884.41
<b>SUBTOTAL FOR CONSTRUCTION - INCLUDING VAT</b>	<b>25 644 132.80</b>
<b>TOTAL PROJECT COST (including VAT)</b>	<b>24 360 340.42</b>

11.1.20 **APPROVAL AND TRANSFER OF ADDITIONAL FUNDS TO  
PROCURE A VEHICLE (SINGLE CAB BAKKIE)**  
(C/M 2022/06/29 - 16/2/6/2/2)

**Special Management Committee Meeting of 22 June 2023,**  
Addendum **5.5** page **28** refers.

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

**1. INTRODUCTION**

The purpose of this submission is to request approval from Council for transfer additional funds to procure a vehicle (single cab bakkie) for the Housing Section.

**2. BACKGROUND**

The vehicle that is currently utilised by the Housing Section for field work is a pool vehicle borrowed to the section by the Engineering and Planning Services Department.

Budget provision has been made in the amount of N\$300 000.00 excl. VAT under Vote No. 150531013200. Bids were received and evaluated after the invitation in the newspapers and other platforms for the companies to submit bids.

**3. DISCUSSION**

The Corporate Services and Human Capital Department has budgeted N\$ 300 000.00 to procure a vehicle in the 2022/2023 financial year. The total cost amounts to N\$365 954.00 including VAT, leaving a shortfall of N\$18 220.86.

Attached as **Annexure "A"** is an email from the Engineering and Planning Services Department setting out the bid received and indicating a shortfall.

Bid Offer	N\$365 954.00
Budget amount excl. VAT	N\$300,000.00
Shortfall	N\$65,954.00
VAT	N\$47,733.14
Additional amount required	N\$18,220.86

The amount of N\$300 000.00 is not enough to finalise the procurement of the vehicle and thus the need for additional funds.

**4. REQUEST**

It is therefore requested that the General Manager: Finance avail the amount of N\$20 000.00 from Vote: 150531012900 to Vote: 150531013200 to finalise the procurement of the vehicle.

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

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

**That approval be given to the General Manager: Finance to avail the amount of N\$20 000.00 from Vote: 150531012900 to Vote: 150531013200 to procure the vehicle as per bid received.**

Barbara Ramos Viegas

Submission

From: Andre Plaatje  
Sent: Tuesday, 23 May 2023 07:28  
To: Barbara Ramos Viegas  
Subject: Fwd: additional funds

Dear Barbara

Please prepare a submission to MC to transfer the necessary funds asap. GM Finance to advise on the appropriate vote to use for the transfer.

Thank you.

Sent from my iPhone

Andre Plaatje | Manager: Corporate Services | Corporate Services & Human Capital | +264 64 410 4202

Begin forwarded message:

From: Alden Strauss <astrauss@swkmun.com.na>  
Date: 16 May 2023 at 14:34:52 CAT  
To: Andre Plaatje <aplaatje@swkmun.com.na>  
Subject: additional funds

Good day Sir,

Regarding the purchasing of the departments new vehicle, there's insufficient funds available (as budgeted) for the vehicle.

Bid offer	= 365,954.00
Budget amount excl. VAT	= 300,000.00
Shortfall	= 65,954.00 A
VAT	= 47,733.14 A
Additional amount required	= 18,220.86 A

I spoke to GM: Finance regarding this and he advised you prepare a submission for the additional funds.

This vehicle will be excluded from the purchase order in progress.

Kind regards,

Alden Strauss | Manager: Works | Engineering Services | +264 64 410 4426



11.1.21 **AVAILABILITY OF EXTENSION 4, MATUTURA AND CRITERIA FOR DEVELOPMENT PROPOSAL**  
(C/M 2022/06/29 - 16/1/4/2/1/14)

**Special Management Committee Meeting of 22 June 2023, Addendum 5.4 page 28 refers.**

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

**1. Introduction**

Following the audience by Sewerus Harambee Investment CC to the Management Committee of **11 May 2023** under item 7.1, the following resolution was passed:

*That the General Manager: Corporate Services & HC submits to the Management Committee a portion of land with criteria for development to comply with.*

In addition to the above and with reference to the same item, on **29 May 2023** Council passed the following decision under item 11.1.5:

*That this item be referred back and be resubmitted to the Management Committee for consideration.*

Sewerus Harambee Investment was invited to discuss their failure to accept Council's position at a meeting with Management Committee on **11 May 2023**, however they instead elected to make a presentation on why they should be given land while every other developer was declined. Although Councillors posed questions to the presenters, no commitment was made to provide land to the company by Management Committee.

It will be unfair to request the company to expend funds on designs and plans, as that will create the impression that they have been selected already for award. They will get the same opportunity as all other companies once Council invites companies to submit proposals for development.

**2. Brief Background**

Attached as **Annexure "A"** is a map depicting the various townships as well as the northern wedge.

**2.1 Allocation of Townships in the Established Mondesa Area**

**2.1.1** Below are lists of the townships located in the established Mondesa area and the allocation thereof:

**Private Developers**

	<i>Extension</i>	<i>Developer</i>
1	Ext 3, Mat	Tapeya Investment Holding (Pty) Ltd
2	Ext 4, Mat	In terms of Council's decision passed on 27 January 2022 under item 11.1.43 Council will install services to this township.
3	Ext 5, Mat	Reviving Property Solutions (Pty) Ltd
4	Ext 13, Mat	Matsi Investment (Pty) Ltd
5	Matutura Proper	Quintessential Trading & Consultancy (Pty) Ltd
6	Ext 24, Swk	Lelwapa Property Developers (Pty) Ltd
7	Ext 25, Swk	Lherix Investment (Pty) Ltd and Momporisa Trading Enterprises (Pty) Ltd
8	Ext 38, Swk	Gheron Building Construction (Pty) Ltd

**Mass Housing Extensions (Gov Installed Services):**

1	Ext 6, Mat
2	Ext 7, Mat
3	Ext 8, Mat
4	Ext 9, Mat
5	Ext 10, Mat
6	Ext 11, Mat
7	Ext 12, Mat
8	Ext 27, Swk
9	Ext 28, Swk
10	Ext 29, Swk
11	Ext 30, Swk
12	Ext 31, Swk
13	Ext 37, Swk

**2.1.2 Regarding the future development of Extension 4, Matutura, Council resolved on 27 January 2022 under item 11.1.34:**

- (a) That Council takes note of the cancellation of the joint venture agreement for Extension 4, Matutura, the medium income level and the zoning lay-out which comprises mostly erven zoned "Business".
- (b) That it be noted that the installation of services to Extension 4 is not an urgent priority taking into account the need for ultra- and low-income erven.
- (c) That budgetary provision be made in the 2023/24 budget for the installation of services to Extension 4.
- (d) That the General Manager: Engineering & Planning Services calculates cost estimates and cash flow projections; and provides timelines for the installation of services keeping in mind delays caused by environmental requirements.
- (e) That the General Manager: Finance confirms to what extent Council's fixed deposits can be committed to this project and the need for bank financing.
- (f) That Erongo RED be approached to fund the development of the electrical infrastructure for Extension 4, Matutura.

Attached as **Annexure "B"** is a zoning map showing Extension 4, Matutura which comprises mainly erven zoned "business" as per table below:

Zoning	Total Number of Erven
Single Residential	31
Local Business	18
General Business	8
Public Open Space	1
Institutional	1
Local Authority	3

See 2.1.2 and 2.3 below.

It is a risk to developer 26 business erven since the surrounding area is not yet densely occupied. Hence point (b) of Council's resolution stating that the installation of services to Extension 4 is not an urgent priority taking into account the need for ultra- and low-income erven. However, the market can decide whether the risk is warranted.

## 2.2 Decision regarding the Northern Wedge

Council passed the following resolution on **27 January 2022** under item 11.1.2 regarding the Northern Wedge:

(a) That Council's resolution passed on 30 August 2021 under Item 11.1.15 point (e) be amended to reflect a correct allocation based on the map approved by the Ministry of Land Reform as follows:

(e) That Council calls for development proposals based on the land identified and the criteria stipulated be issued before the end of October 2021:

Portion	Main Usage	Development
165	Low Income Residential / Industrial	As per Structure Plan
166	Low Income Residential	Relocation / Reception Area
167	Middle Income Residential	Private Development
168	Middle Income Residential	Private Development
169	Low Income Residential	Relocation / Reception Area
170	High / Middle Income Erven (previously cemetery)	Council
171	Cemetery and Park	Council
172	Middle / Low Income Residential (including large institutional erf)	Council
173	Low Income Residential	Relocation / Reception Area
174	Low Income Residential	Relocation / Reception Area
175	Business & General Residential (mirror the business layout of the townships to the south of the dividing road).	Council



176	Business & General Residential (mirrors the business layout of the townships to the south of the dividing road).	Howard Holdings (Pty) Ltd and Ministry of Health & Social Services
-----	---	--

- (b) That point (f) of Councils' resolution passed on 30 August 2021 under Item 11.1.15 point (e) be amended to read "Portion No 176" instead of "Portion 174".

It might take years for the installation of services to connect to the southern boundary of the northern wedge. In the meantime, the planning for the northern wedge is also progressing very slowly.

### 2.3 **Availability of Extension 4, Matutura**

2.3.1 The only township which can possibly be considered for the invitation of development proposals is Extension 4, Matutura, which became available after Council cancelled the transaction with Ghetto Assistance Centre (Pty) Ltd (hereinafter referred to as GAC).

2.3.2 GAC does not accept the cancellation and addressed a letter of complaint to the Minister of Urban and Rural Development. Council's reply was couriered on **09 January 2023 (Annexure "C")**. The Office of the Mayor also forwarded the electronic copy on **15 May 2023**. On **17 May 2023**, Mr E //Khoaseb requested a copy of Council's letter on behalf of GAC as they allegedly had a meeting with the Special Advisor to the Minister.

GAC is of the opinion that they are being unfairly treated compared to other private developers.

On **26 January 2023** under item 11.1.24 Council granted Matsi Investment (Pty) Ltd (one of the other private developers) an additional period similar to the maximum period approved for GAC (resulting in a due date of 31 March 2023):

- (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.

Matsi Investment (Pty) Ltd did not perform by the said date and the cancellation of the development agreement was recommended to the Management Committee of **April 2023**. Subsequently Council granted Matsi and extension on **27 April 2023** under item 11.1.33 until 31 August 2023 which is longer than the period granted to GAC:

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

## 2.4 **Recent Application for an Alternative Township for Development**

A submission was considered by Council after receipt of an application by Mompiorisa Trading Enterprises (Pty) Ltd to be allocated a township in exchange for Extension 25 which are densely occupied by informal households. On **27 April 2023** Council under item 11.1.19 passed the following decision:

- (a) *That Mompiorisa Trading Enterprises (Pty) Ltd be informed that Council takes note of their request submitted under cover of a letter dated 13 February 2023 for an alternative township for development, but that no alternative townships are available for exchange.*

## 3. **Background regarding the Allocation of Extension 4, Matutura**

The background regarding the allocation of Extension 4, Matutura to Ghetto Assistance Centre (Pty) Ltd is attached as **Annexure "D"** for information.

## 4. **Proposal**

Extension 4, Matutura is the only township available for allocation.

Council needs to repeal its decision passed on **27 January 2022** under item 11.1.34 regarding the future development of Extension 4, Matutura (quoted under point 2.1.2 above).

In line with the Management Committee decision passed on **11 May 2023** under item 7.1 Extension 4, Matutura it is proposed that an invitation for the invitation of development proposals be issued complying with the criteria approved by Council **30 August 2021** under item 11.1.15:

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



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

In addition to the above, the following is quoted from Council's resolution passed on **25 February 2021** under item 11.1.4 (e):

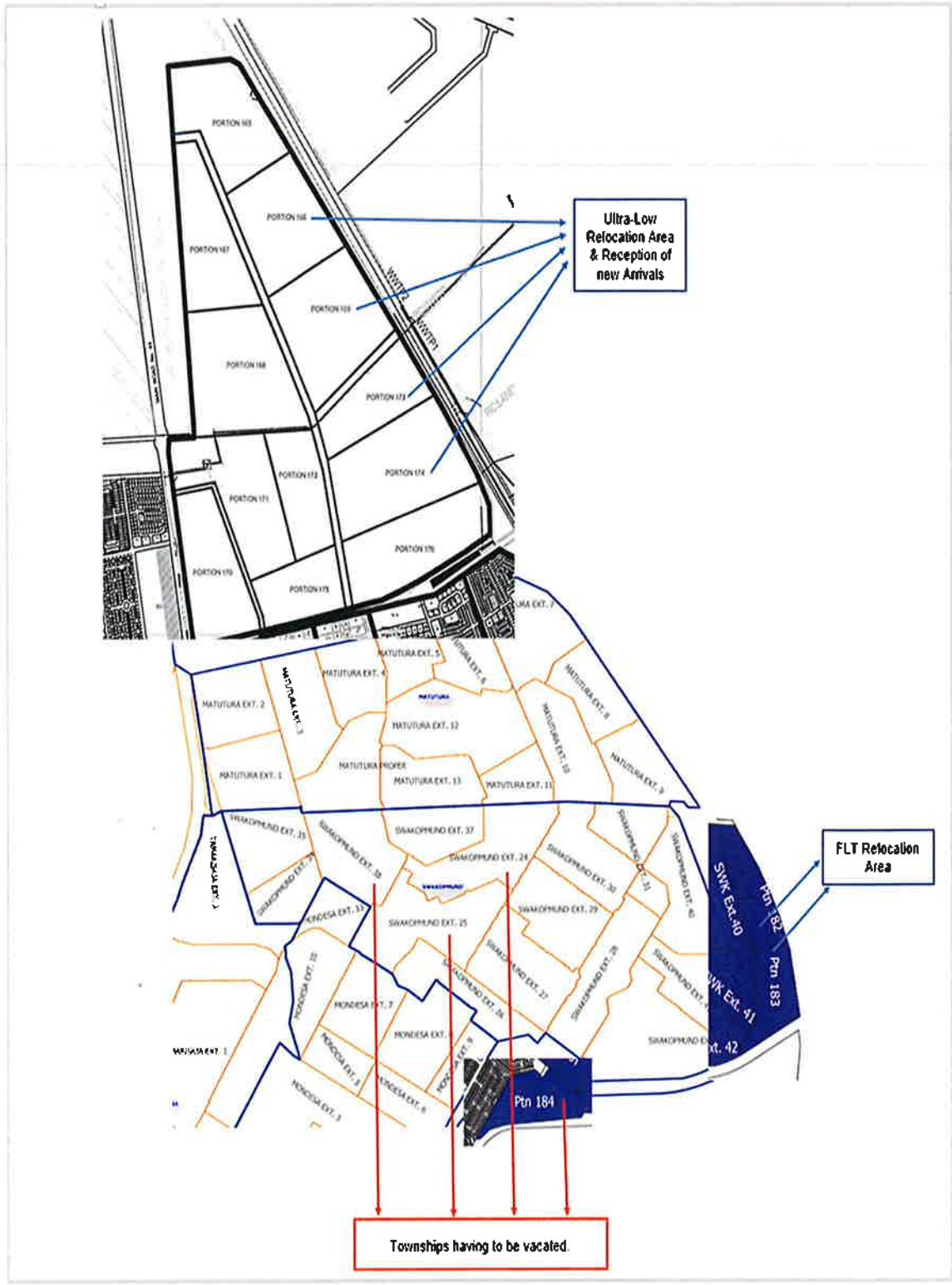
(e) That in future developers be screened to determine their financial capabilities to perform and any other matter Council deemed necessary.

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

**RECOMMENDED:**

- (a) That Council repeals its resolution passed on 27 January 2022 under item 11.1.34 in terms whereof Council resolved to service Extension 4, Matutura itself.
  - (b) That Council confirms the availability of Extension 4, Matutura for development by a private developer.
  - (c) That Council publicly invites development proposals for the development of Extension 4, Matutura based on the approved zoning map and in terms of points (a) and (b) of Council's decision passed on 31 August 2021 under item 11.1.15.
  - (d) That the qualifying criteria for developers be set in terms of Council's resolution passed on 31 August 2021, under item 11.1.15, point (b) (v) as follows:
    - (i) Relevant similar experience in township developments within the last 5 years.
    - (ii) Proof of the skill and ability of professional teams involved in the execution of the development agreement for Extension 4, Matutura.
    - (iii) Adequate proof of the developer's financial ability to develop the township in the discretion of Council and confirmed proof of access to finance to complete the development project; and
    - (iv) The content of the development proposal to include the following, i.e:
      - 1. A per square metre purchase price for the undeveloped sellable land; alternatively.
      - 2. Return of approximately 30% of land to Council after installation of services.
      - 3. The cost of houses and the erven to the public.
      - 4. Development of Extension 4, Matutura based on the approved zoning map.
      - 5. That all risk and expenses be at the cost of the developer; and
      - 6. The time frame within which the development will be commenced from date of signing the development agreement and completion of the project.
-

## ANNEXURE "A"





## ANNEXURE "C"



# MUNICIPALITY OF SWAKOPMUND

## Office of the Mayor

Ref No: 16/1/4/2/1/14 & 14/2/1/2

Enquiries: Mr A Benjamin

(064) 4104102  
088 614 514  
53 Swakopmund  
NAMIBIA  
[www.swakopmun.com.na](http://www.swakopmun.com.na)  
[swkmun@swkmun.com.na](mailto:swkmun@swkmun.com.na)

21 December 2022

The Executive Director  
Ministry of Urban and Rural Development  
P O Bag 13289  
WINDHOEK

Attention: Mr John Ishila

[jjshila@murd.gov.na](mailto:jjshila@murd.gov.na)

Dear Sir,

### MINISTERIAL INTERVENTION ON THE UNFAIR AND DISCRIMINATORY PRACTICE BY THE SWAKOPMUND TOWN COUNCIL

The letter received on 17 November 2022 regarding the abovementioned refers.

In reply to your covering letter, Council did not lightly consider the cancellation of the development agreement with Ghetto Assistance Centre (Pty) Ltd (hereinafter "GAC") for the development of Extension 4, Matutura.

GAC entered into a development agreement with Council on 21 December 2021. Clause 3 of the development agreement contains various suspensive clauses which had to be complied within 180 days from the date of signing, i.e. by 21 June 2021 (attached as Annexure "A" a list of these conditions). GAC submitted a short progress report dated 18 May 2021, followed by an e-mail dated 22 June 2021 requesting an extension of time until 15 July 2021. In their correspondence their "best commercial endeavours" were not substantiated as required in terms of the development agreement.

Subsequent to the cancellation of the transaction on 30 August 2021 under Item 11.1.7 Council entertained various applications by GAC. Council considered their applications at two subsequent meetings held on 28 October 2021 under Item 11.1.4 and on 27 January 2022 under Item 11.1.43 and confirmed the initial decision to cancel. There was no contractual relationship between Council and GAC since the non-compliance with clause 3 on the initial due date of 21 June 2021 (see clause 3.3.1 on page 4).

GAC were invited to make presentations to Council's Management Committee on 12 May and 14 June 2022. At the meeting of 14 June 2022 the Management Committee requested GAC to provide a copy of the JV agreement which they have entered into with CWN Investment CC for scrutiny by Management Committee before the matter is considered.



A copy of the JV agreement was provided to Council's legal advisor for scrutiny and compliance with clause 3 of the development agreement. The response from the legal advisor cautioned Council that the agreement could seriously impact Council's original intention and advised against accepting it. On 28 July 2022 under item 11.1.33 Council passed the following decision:

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

Although Council confirmed the cancellation of the development agreement with GAC on 30 August 2021, the final decision not to consider alternative financing was passed on 28 July 2022.

Therefore, in effect GAC had additional time to provide proof of financing and compliance with clause 3 from 30 August 2021 until 28 July 2022, i.e 332 days which is reasonable taking into consideration that the developer was aware of the suspensive conditions since signing the agreement on 21 December 2021.

Similar to GAC, Council considered an application by Gheron Building Construction (Pty) Ltd on 27 January 2022 under item 11.1.38 and was satisfied with the proof of financing submitted and substantial progress made with compliance with clause 3 of the development agreement (Annexure "C").

In conclusion, Council had continuous engagements with GAC as can be seen from the various decisions passed since 30 August 2021. Unfortunately GAC did not comply, and did not prove "best commercial endeavours" to justify compliance with clause 3 of the development agreement (Annexure "B"), or motivate an extension of time.

Attachments:

- Annexure "A": Conditions of clause 3
- Annexure "B": A submission to the Management Committee of 16 August 2022 listing the timeline of the transaction under point 3
- Annexure "C": Council's decision passed on 27 January 2022 under item 11.1.38 regarding Gheron Building Construction (Pty) Ltd

For any further enquiries, please do not hesitate to contact the undersigned at 064-410 4100.

Yours faithfully,



Ms D Namubes  
Mayor

/sb 



## ANNEXURE "D"

3. **Background regarding the Allocation of Extension 4, Matutura**

On **31 May 2018** under item 11.1.25 Council allocated the development of Extension 4, Matutura to Ghetto Assistance Centre (Pty) Ltd as follows:

## 1.1.2 Extension 4

## 1.1.2.1 Erven and Layout

- This extension consists of a mixture of single residential, Business, Institutional, Local Authority, Public Open Space erven.
- This extension is targeted for Medium income level.
- The compilation of erven is illustrated in the Table below.

Zoning	Total Number of Erven
Single Residential	31
Local Business	18
General Business	8
Public Open Space	1
Institutional	1
Local Authority	3

## 1.1.2.2 Distribution of Erven

- Council remains the owner of the property during the development of the extension and the developer will not be allowed to transfer the land in their name. The transfer of land ownership will be done at the end of the whole project to the beneficiary.
- The developer will return a portion of the serviced land as well as the entire infrastructure back to the Swakopmund Council
- Due to the ratio of the erven in this extension, the distribution of return land will only be affected to the business erven and the developer to maintain with full number of single residential erven.
- The Council to receive the full return on the institutional, Local Authority, Public Open Space, Private Open Space and Undetermined erven.
- The Business erven will be returned on a portion base as stipulated in the table below.

Zoning	Total Number of Erven	Erven Sharing Ratio	
		Developer	Council
Single Residential	31	31	0
Local Business	18	10	8
General Business	8	5	3
Public Open Space	1	0	1
Institutional	1	0	1
Local Authority	3	0	3

## 1.1.2.3 Cost Distribution

- In order to keep the cost of the project as low as possible and to ensure that targeted consumers of Swakopmund are reached by this project, the developer will not pay for the land and will not be charged a premium for the land.
- The developer will use own funds or funds from financial institutions to develop the extension, but Council will not

*contribute financially to the construction and installation of services and houses on this extension.*

**1.1.2.4** *Specification of Services*

- The area will be fully serviced with interlock surfaced roads/streets with kerb stone defining the gravel sidewalks, water, sewer, and electrical infrastructure up to the erf boundary.*
- The specifications for the services will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council*

**1.1.2.5** *Specification of Houses*

- The Houses to be constructed shall consist of two to three bedroom houses with garages (optional), but structures to the value of not less than N\$500 000.00 but not more than N\$800 000.00. This excludes the cost of the land.*
  - The specifications for the houses will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council*
-

# 11.1.22 **OLD AND REDUNDANT ITEMS / EQUIPMENT: ENGINEERING SERVICES DEPARTMENT - WORKS SECTION**

(C/M 2022/06/29 - 16/2/6/1)

Special Management Committee Meeting of 22 June 2023, Addendum 5.5 page 28 refers.

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

The following old vehicle, equipment and materials have become redundant and thus need to be written off and sold at the next public auction.

### Vehicles:

<b>Fleet No.</b>	<b>Reg. No.</b>	<b>Make</b>	<b>Model</b>
RR0015	N8266S	Buteli - Pneumatic Compactor Roller	1998
TE0033	N603S	Isuzu KB2.5	2001
MH0037	N3596S	Isuzu KB2 (No engine)	2009
LP0060	N10329S	Toyota Stallion 2.4D	1998
PG0141	N8482S	Isuzu KB250	2006
WA0072	N13739S	Isuzu KB200 (No engine)	2007
CE0076	N5869S	Isuzu KB200	2005
TF0084	N5566S	Isuzu KB200 (beyond economical repair)	2006
LO0130	N7770S	CAT 924F Front End Loader	1998

### Materials / Equipment:

<b>Total</b>	<b>Description</b>
2x	Office Chair - Black
1x	Office Chair - Blue
2x	Geysers - 150ltr
6x	Wooden Window frames with glass
1x	Kitchen Sink (double) - silver
22x	Wheel Barrows - Steel Pan
3x	Wooden Office Tables
1x	Bath Tub
1x	Mirror
1x	Small wooden tables
1x	Steel Filing Cabinet
21x	Florescent / LED Light Fittings - 2mtr
18x	Florescent / LED Light Fittings - 1.5mtr
1x	HP Officejet 7110 - A3 colour printer - Serial No: CN7156R0W4
1x	Palp hinger Grab Complete (Hydraulic)
1x	Wooden filling cabinet

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

**RECOMMENDED:**

- (a) That the following old and redundant vehicle, equipment and materials be written off and sold at the next public auction.

**Vehicles:**

<b><i>Fleet No.</i></b>	<b><i>Reg. No.</i></b>	<b><i>Make</i></b>	<b><i>Model</i></b>
<b><i>RR0015</i></b>	<b><i>N8266S</i></b>	<b><i>Butell - Pneumatic Compactor Roller</i></b>	<b><i>1998</i></b>
<b><i>TE0033</i></b>	<b><i>N603S</i></b>	<b><i>Isuzu KB2.5</i></b>	<b><i>2001</i></b>
<b><i>MH0037</i></b>	<b><i>N3596S</i></b>	<b><i>Isuzu KB2 (No engine)</i></b>	<b><i>2009</i></b>
<b><i>LP0060</i></b>	<b><i>N10329S</i></b>	<b><i>Toyota Stallion 2.4D</i></b>	<b><i>1998</i></b>
<b><i>PG0141</i></b>	<b><i>N8482S</i></b>	<b><i>Isuzu KB250</i></b>	<b><i>2006</i></b>
<b><i>WA0072</i></b>	<b><i>N13739S</i></b>	<b><i>Isuzu KB200 (No engine)</i></b>	<b><i>2007</i></b>
<b><i>CE0076</i></b>	<b><i>N5869S</i></b>	<b><i>Isuzu KB200</i></b>	<b><i>2005</i></b>
<b><i>TF0084</i></b>	<b><i>N5566S</i></b>	<b><i>Isuzu KB200 (beyond economical repair)</i></b>	<b><i>2006</i></b>
<b><i>LO0130</i></b>	<b><i>N7770S</i></b>	<b><i>CAT 924F Front End Loader</i></b>	<b><i>1998</i></b>

**Materials / Equipment:**

<b><i>Total</i></b>	<b><i>Description</i></b>
<b><i>2x</i></b>	<b><i>Office Chair - Black</i></b>
<b><i>1x</i></b>	<b><i>Office Chair - Blue</i></b>
<b><i>2x</i></b>	<b><i>Geysers - 150ltr</i></b>
<b><i>6x</i></b>	<b><i>Wooden Window frames with glass</i></b>
<b><i>1x</i></b>	<b><i>Kitchen Sink (double) - silver</i></b>
<b><i>22x</i></b>	<b><i>Wheel Barrows - Steel Pan</i></b>
<b><i>3x</i></b>	<b><i>Wooden Office Tables</i></b>
<b><i>1x</i></b>	<b><i>Bath Tub</i></b>
<b><i>1x</i></b>	<b><i>Mirror</i></b>
<b><i>1x</i></b>	<b><i>Small wooden tables</i></b>
<b><i>1x</i></b>	<b><i>Steel Filing Cabinet</i></b>
<b><i>21x</i></b>	<b><i>Florescent / LED Light Fittings - 2mtr</i></b>
<b><i>18x</i></b>	<b><i>Florescent / LED Light Fittings - 1.5mtr</i></b>
<b><i>1x</i></b>	<b><i>HP Officejet 7110 - A3 colour printer - Serial No: CN7156R0W4</i></b>
<b><i>1x</i></b>	<b><i>Palp hinger Grab Complete (Hydraulic)</i></b>
<b><i>1x</i></b>	<b><i>Wooden filling cabinet</i></b>

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

11.1.23 **REQUEST FOR ASSISTANCE WITH FUNDING TOWARDS THE 2023 NAMIBIAN HERITAGE WEEK**  
(C/M 2022/06/29 - 3/15/1/5/3)

**Special Management Committee Meeting of 22 June 2023, Addendum 5.6 page 28 refers.**

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

1. Council received a request for financial assistance from the Business Manager of the Scientific Society Swakopmund. They are hosting the annual Namibian Heritage Week 2023 scheduled to take place from **18-24 September 2023** at the Swakopmund Museum, in Swakopmund.
2. This year, the theme of "**Heritage and Culture**", week is **A Rock - Solid Foundation**". The previous celebrations were a success due to the Swakopmund Heritage and Culture team comprising of members the Swakopmund Municipality, the Ministry of Education, Arts and Culture, COSDEF as well as the Scientific Society of Swakopmund. Various daily activities and sessions such as exhibitions, rock painting, lectures, etc. are planned for the week (**18-24 September 2023**)
3. The Swakopmund Museum is the main host of the Namibian Heritage Week which is a countrywide event aimed at celebrating and promoting local culture and heritage and is supported by the Museums Association of Namibia (MAN).
4. The Scientific Society Swakopmund requests for financial assistance to the value of **N\$10 000.00** accordingly to pay for the production and editing of the videos. The Scientific Society Swakopmund will also receive financial assistance from the Museums Association of Namibia (MAN) and Community Skills Development Foundation (COSDEF). The Ministry of Education and Arts and Culture will still confirm their donation.
5. In return for the sponsorship, all the video clips and advertisements will bear the logo of the Municipality of Swakopmund as a sponsor and will be featured on the Scientific Society Swakopmund website and media platforms (Facebook, Twitter and Instagram) as well as the YouTube channel.
6. The Governor and the Mayor will be invited to attend the official opening ceremony of the 2023 Namibia Heritage Week on Monday, **18 September 2023**.



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

**RECOMMENDED:**

- (a) That the request from the Scientific Society Swakopmund for financial assistance towards the hosting of the 2023 Namibian Heritage Week scheduled to take place from 18-24 September 2023 at the Museum, in Swakopmund, be approved.**
  - (b) That the amount of N\$10 000.00 be donated towards the production and editing of the live streaming videos of the event and that the funds be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$231 335.00 is available.**
  - (c) That the videos and pictures of the event be posted on Council's social media platforms and website.**
  - (d) That the Mayor be available to attend the official opening of the 2023 Namibian Heritage Week which will take place on 18 September 2023.**
-

**Wissenschaftliche Gesellschaft Swakopmund  
Scientific Society Swakopmund**

(Incorporated Association not for gain)

[www.sciswk.com](http://www.sciswk.com)

**Sam Cohen Library**  
Tel.: +264-(0)64-402696  
P.O. Box 361  
Swakopmund  
Namibia  
[office@sciswk.com](mailto:office@sciswk.com)



**Swakopmund Museum**  
Tel.: +264-(0)64-402046  
Fax: +264-(0)64-402046  
P.O. Box 361  
Swakopmund, Namibia  
[museum@sciswk.com](mailto:museum@sciswk.com)

To: A. Benjamin, Chief Executive Officer of the Swakopmund Municipality

Cc: A. Gebhardt, Corporate Officer of the Swakopmund Municipality

11. May 2023

**Request for collaboration and assistance with funding towards the Namibian Heritage Week 2023**

Dear Mr Benjamin,

Every year the Scientific Society Swakopmund together with the Swakopmund Heritage and Culture Committee, which includes the Swakopmund Municipality, hosts the Namibian Heritage Week in the Swakopmund Museum. The Heritage Week includes countrywide events aimed to celebrate and promote local culture and heritage. Cultural institutions, individuals and towns are normally supported during Heritage Week by the Museums Association of Namibia (MAN) and the National Heritage Week Team, of which the Scientific Society Swakopmund forms an active part. The Heritage Week 2023 theme is "Heritage and Culture: A Rock-solid foundation." Every year a different national language is featured, this year it is the Namibian Sign Language.

The celebrations will take place countrywide during the week of 18-24 September 2023. Since several Heritage Weeks were successfully organized together, the "Swakopmund Heritage and Culture Committee" which members are Ailie Gebhardt (Swakopmund Municipality), Annakie Muvangua (Ministry of Education, Arts and Culture) Nadine Kohlstädt, Nadine Phiri (Scientific Society Swakopmund) and Jessica le Grange (COSDEF), Gudrun Berens (Art Association Swakopmund), have decided to organize the 2023 Heritage Week in Swakopmund together again. The Swakopmund Heritage and Culture Committee already met to discuss possible ideas for this year's Heritage Week celebrations. The official opening will be at the Swakopmund Museum Lecture Hall, to which Her Worship the Mayor of Swakopmund and the Honourable Governor will be invited closer to the time, and when funding is secured. We also plan a wide variety of events, from a special tour through the museum, a special exhibition with focus on Namibia's rock paintings, a variety of workshops and a Paint and Wine Evening.

A grant from MAN will be applied for, to assist with funding for the various expenses of catering and organizing. Even if we should be successful with that grant application, we still need help with funding to be able to live-stream the opening and make a variety of videos of the events

**Bank details:** Standard Bank Namibia Ltd., Branch Code: 082-172, Account No. 04 137 7230  
**Bankverbindung:** Commerzbank Düsseldorf-Königsallee, BIC DRESDEFF300,  
Kto. Nr. DE91 3008 0000 0211 3508 02

available online. We kindly request the Municipality to assist with funding of the above mentioned.

Heritage Week should be a treat not just for the local community, but also for a wider audience. Thus, we request N\$ 10 000 to cover the expense for the live-stream, taking of videos and editing. If approved, the logo of the Municipality of Swakopmund will be displayed on all posters, videos and any promotional material that will be released on the social media sites (Facebook, Instagram, Twitter), as well as the YouTube Channel of the partners of the Swakopmund Heritage and Culture Committee (Swakopmund Municipality, Scientific Society Swakopmund, Ministry of Education, Arts and Culture, Arts Association of Swakopmund and COSDEF Arts and Crafts Centre).

We are looking forward to another productive collaboration in promoting Namibian Heritage and Culture. Thank you for availing your staff to participate. We hope the Municipality can assist financially as well, and also with advertising.

Sincerely yours,



Mrs Nadine Kohlstädt  
Business Manager Scientific Society Swakopmund

**Estimated cost of Namibian Heritage Week in the Swakopmund Museum**

Opening Ceremony (live stream, data costs, video equipment hiring etc.)	N\$ 3000
Variety of Videos incl. editing (Museum Tour, workshops, Paint and Wine Evening)	N\$ 7000
<b>Total</b>	<b>N\$ 10 000</b>



## SPONSORSHIP AND DONATION APPLICATION FORM

All application for sponsorship/donations must be submitted at least 60 days prior to the scheduled project or event.

Please complete the application form within 2 days to the best of your ability and email it to [swkmun@swkmun.com.na](mailto:swkmun@swkmun.com.na) or fax to email: 088 614 514, Enquiries (064) 4104100. All requests submitted will be reviewed and followed up with a response.

Name of event: Namibian Heritage Week 2023

Place of event: Swakopmund Museum

Date of the event (start): 18/09/23 Time: 15h00 End of event: 24/09/23 Time: 20h00

Name of organization: Scientific Society Swakopmund

Full address of organization: P.O Box 361 Swakopmund Namibia

Telephone: 064/402695 Website: www.sciswk.com

Name of contact person: Nadine Phiri

Position: Curator

Contact number (s): 081 294 7344

Email: nadine.p@sciswk.com

Total amount or resources requested: N\$ 10 000 and advertising in a local newspaper.

Event sector (please tick)

☐ Health

☐ Education

☐ Community

☐ Environment

☒ Arts and Culture

☐ Sports and Recreation

Kindly note that an application letter for donation or sponsorship must be submitted in writing and must include the following:

- An outline of the project or event for which the donation or sponsorship is being requested and the expected outcome.
- The amount being requested, together with a total budget or projected cost of the event.
- Indication whether entry fee(s), ticket(s), etc. will be issued and, if so, the cost(s) thereof.
- A list of all project contributors or partners, particularly companies.
- A list of personnel involved with running the organisation.
- Information and commitments that the applicant will render to Council in lieu of the donation or sponsorship.

Preference is given to individuals/ groups/ organisations that:

- Are non-profit and can demonstrate community support and involvement.
- Are working for the benefit of a wide range of stakeholders, in particular the youth, women, elderly and the disabled within a community.
- Can demonstrate how the money or in-kind donation is to be spent and the expected outcome of the event.
- Commit to acknowledging the Swakopmund Municipality's contribution through the placement of various promotional banners, brochures, posters and the Swakopmund Municipality's logo on promotional material.
- Commit to providing the Swakopmund Municipality with a letter that summaries the outcomes and benefits following the hosting of the event, where applicable.

*The following terms and conditions apply in cases when events are taking place at Council's property (hall, stadium, parks, etc.):*

1. *That noise levels in respect of the applicant must not be more than 85 dB (Decibel) at the noise source (thus the speakers) and not more than 60 dB at a distance of 200m and should valid complaints be received, permission can be withdrawn immediately.*
2. *That the applicant ensures that the facilities including the parking area are cleaned within 48 hours after the event.*
3. *That Council be indemnified against any claims that may arise from using the venue.*



4. That the stadia concerned be restored to their original conditions and to the satisfaction of the Swakopmund Municipality after the function.
5. That the applicant be responsible for the provision and arrangement of public ablution facilities on site, if required.
6. That no person should overnight on the premises, except for security purposes.
7. That Council reserves the right to cancel the use of the stadia should Council needs them for its own purposes.
8. That the applicant make prior arrangements with Erongo-RED for electricity connection at their own cost should it be required.
9. That the event be wrapped up by 2AM.
10. That the applicant submits proof that the following arrangements have been made:
  - Emergency Services
  - Traffic Control and Parking
  - Waste removal
  - Security Services
11. The organization agrees to submit to the Municipality of Swakopmund an event/project post-mortem, photos and press review, within 30 days following the date of the event/project.

I declare that all the information I have provided on this form is accurate, and that I am authorized by the abovementioned organization to submit this application.

Name.....

Signature.....

Date.....

FOR OFFICIAL USE	
DATE RECEIVED:	EVENT SECTOR:
REVIEWED BY:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED
IF APPLICATION WAS DENIED, LIST REASON(S) FOR DENIAL:	
SIGNATURE OF CHAIRPERSON	DATE APPROVED:

11.1.24 **CONCLUSION OF MEMORANDUM OF AGREEMENT BETWEEN COUNCIL AND RENT-A-DRUM**

(C/M 2022/06/29 - 17/6/1)

**Special Management Committee Meeting of 22 June 2023, Addendum 6.1 page 28 refers.**

---

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

The Waste Management Hierarchy was established by the Environmental Protection Agency (EPA) as a guide for prioritizing waste management practices in line with the smallest environmental impact. The waste management hierarchy which is a priority list for disposal of waste in the following order - reduce and reuse, compost, recycle, waste to energy incineration, landfill. The methods at the top are the preferred methods and the ones at the bottom the least preferred. The key targets are to reduce the amount of waste in the first place that way there is less to deal with afterwards. In an ideal world, source reduction is the most desired option for waste management if less is produced, less should be thrown away.

Moreover, the aim of the waste management hierarchy is to achieve optimal environmental outcomes and is accepted, locally, nationally and internationally as a guide for prioritizing waste management practices. "It describes the preferred order of waste management practices, from most to least preferred". The purpose of the waste hierarchy is to generate the minimum amount of waste and extract maximum practical benefits from products. The correct application of the waste hierarchy can have numerous advantages. It can help reduce pollution, decrease in greenhouse gas emissions, conserve energy, preserve resources, create job opportunities and stimulate the growth of green technology.

In May 2013, the Swakopmund Municipal Council entered into a tri-partite Memorandum of Agreement (attached) with Rent-A-Drum (RAD) and the Polytechnic of Namibia (PON) as the other parties. The basis for the MOA with RAD was that RAD will establish a Material Recovery Facility (MRF) at cost for the purpose of collecting and harvesting recyclables from residential & industrial properties, (i.e., plastics, glass, cans, cartons, paper, etc.) for the purpose of recycling by RAD. The Polytechnic of Namibia was assigned the responsibility to conduct research & development for effective and sustainable waste management services by implementing modern-day material recovery facilities and innovative waste deep collection services.

With the purpose of fulfilling the provisions of the tri-partite Memorandum of Agreement, Council has rolled out a recycling program throughout the town which aims to encourage separation from source. The program entailed the provision of two-wheelie bin system, whereby each generation point is issued with two wheelie bins: A black bin (for non-recyclable waste) and an orange bin (for recyclable waste). Council collects the black bins from all generation

points for disposal at the landfill site. The orange bins are collected by Rent-a-Drum for further sorting and processing.

As part of the agreement, Rent-a Drum provided the resources necessary for weekly collection of the orange bins from all generation points including house to house, throughout the town. Rent a Drum has invested in resources required for collection of recyclable wastes which includes but not limited to the following: Refuse compactor trucks, personnel, waste sorting facility (MRF) as well as processing equipment for the recyclables such as baling machines. The full operating costs for the waste collection as well as processing of recyclables was borne by Rent-a-Drum.

The tri-partite Memorandum of Agreement between Rent-a-Drum, Polytechnic of Namibia and Council came to an end on the 31 May 2023. It is important to mention that before the expiry of the agreement Rent a Drum has indicated in **December 2022** pertinent operational issues in the tri-partite Memorandum of Agreement which hampers their optimal performance and proposed the way forward with recycling in Swakopmund. The pertinent issue was the loss of 6.4 million from 2018 to date which Rent a Drum has suffered. In order to break even, an additional turnover of N\$157,572.50 per month was needed for the branch in Swakopmund.

#### **Notable achievements of the tri-partite Memorandum**

- *Construction of a Material Recovery Facility (MRF)*
- *Jobs were created and sustained.*
- *Land was availed for RAD.*
- *Implementation of the deep collection system (Molok)*
- *Implementation of the recyclable collection system – two wheelie bin system (the orange and the black bin).*
- *Public awareness for recycling has been raised.*

#### **RAD Proposal on the way forward:**

Rent-A-Drum proposed the following potential agreement for recycling and waste collection services:

- *To implement a recycling subsidy / levy of N\$16.00 to every household to break-even or the municipality should collect and deliver the household recyclables to our recycling facility next to the Landfill.*
- *To have the sole right of collecting of recyclables within the Swakopmund area and landfill site. We need a minimum of 9 tons of Aluminium cans to break-even from the landfill site that is currently sold to scrap dealers from the landfill site. Clause 3. Sole right of collection of recyclables within the Swakopmund area and landfill sites with the assistance of the community of Swakopmund.*
- *To provide Swakopmund businesses and body corporates the option of the Deep Collection System without the high deep collection levy.to the Municipality of Swakopmund. Rent-A-Drum must install 59 Deep Collection Systems with a removal of once per week to break-even. Clause 2.1.9 The Municipality will introduce a policy to promote the implementation of the deep collection system at all new developments."*
- *To provide a fixed skip removal service for the Municipality of Swakopmund for 359 skip removal per month to break-even.*

- *To provide a fixed sewerage removal service for the Municipality of Swakopmund for 147 removals of 5000L per removal.*
- *To take over the waste management responsibilities from the municipality from Rossmund towards the plots for 80% of the revenue invoiced by the Municipality. The Municipality will then receive the 20% revenue with no costs or services required from the Municipality.*

Likewise, the department conducted meetings with local recyclers / scrap metals to further understand the nature of the business and challenges experienced by the contractors which revealed the following:

- (a) *The collection, handling and transportation of recyclables is a cost intensive exercise and requires a constant flow of resources to sustain it.*
- (b) *Recycling is a volume-based industry and considering the size of the population of Swakopmund, the recycle value of collected recyclables is unlikely to sustain the entire operation which includes the following:*
  - (i) *Monthly operating costs of waste collection equipment (Refuse Compactor Trucks)*
  - (ii) *Monthly salaries of waste collection and recycling teams*
  - (iii) *Monthly operating costs of waste recycling equipment*
  - (iv) *Transportation costs of recyclables to buyers (mostly to South Africa)*  
*There is no information to justify that the proceeds from recyclables is indeed sufficient to sustain the operation and enable the contractor to make a reasonable profit.*

It is therefore suggested that Council meet the contractor halfway by paying a lump sum price to cover the recycling refuse collection operation for the orange bins. This covers costs for equipment upkeep, fuel, the wages of the collection team, as well as other expenses related to the waste collection operation. Council may be able to recoup this money by enacting a recycling levy that would be fixed and assessed against each waste producer who receives an orange bin. Alternately, the present Refuse Domestic fee might be divided proportionally between the Black and Orange bins if the creation of a new recycling levy is not feasible.

Assuming Rent A Drum has already built a Material Recovery Facility (MRF), purchased waste collecting trucks (compactor trucks), assembled baling machines and other necessary machinery for processing recyclables, and hired committed staff members from the neighborhood's underprivileged community. It is essential to think about extending the contract for at least five years, on condition that the contractor employ staff members that they had to let go as a first choice before considering new employees.

It should be mentioned that the implementation of recycling should be based on a win-win effort between the Swakopmund Municipality and the executing contractor in order to be consistent with the waste management Hierarchy and to meet the benefits of recycling. To obtain the intended result, the risks must be distributed fairly.

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

**RECOMMENDED:**

- (a) That the Memorandum of Agreement entered between Council, Rent-A-Drum which lapsed in May 2023, be extended for a period of 5 years.
  - (b) That Council meets the contractor halfway by subsidizing the recycling waste collection operations for the orange bins by paying a monthly fee of N\$160 000.00 to cover the operation.
  - (c) That Council introduces a fixed levy of N\$16.00 on the 2023 / 2024 tariff structure to recover expenses of recycling waste collection operations in town.
  - (d) That Rent A drum employs employees who were affected by the expiry of the agreement as a first choice before considering new employees.
  - (e) That a submission be made to the Procurement Committee for consideration and processing in compliance to the Public Procurement Act, Act 15 of 2015 as amended.
  - (f) That the contract commencement date be 1<sup>st</sup> July 2023.
-



## MUNICIPALITY OF SWAKOPMUND



## MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made and entered into by and between

**THE MUNICIPAL COUNCIL OF SWAKOPMUND**

(Hereinafter referred to as **MUNICIPALITY**) and herein represented by

**ECKART ULRICH WILHELM DEMASIOUS**

**&**

**ROSINA /HOASBES**

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

Acting by virtue of the authority granted in terms of section 31 A (a) of the Local Authorities Act, 1992  
(Act 23 of 1992) as amended.

**OF THE ONE PART**

**&**



(Hereinafter referred to as **RAD** and represented by **GYS LOUW** as **OWNER** being  
duly authorized thereto)

Cooperating in environmental research, development and innovation with:

**POLYTECHNIC OF NAMIBIA**



(Hereinafter referred to as **PoN** and represented by **Dr Tjama Tjivikus** as **RECTOR** being duly  
authorized thereto)

**OF THE OTHER PART**

*[Handwritten signatures and initials, including 'D.', 'DH', and 'AT', are present in the bottom right corner.]*

This **MEMORANDUM OF AGREEMENT** outlines the intention to cooperate between **Rent - A - Drum CC** (hereinafter referred to as **RAD**) and **Municipality of Swakopmund** (hereinafter referred to as **Municipality**)

**WHEREAS** the parties to this memorandum recognize the value of public-private partnership within sustainable environmental services, developing innovative waste management, management of landfill site and recycling systems and environmental education promoting the welfare of community.

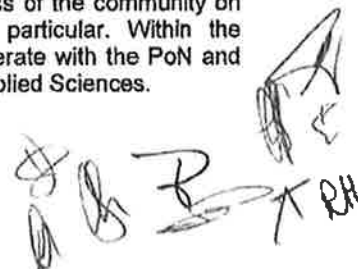
**WHEREAS** the partners affirm the desirability of strengthening the bonds between the public and private institutions through the mutual innovation processes and transfer of environmental education and research. A general objective of the parties is to support developing Swakopmund as a Centre of Municipal Environmental Services Expertise.

**IT IS MUTUALLY AGREED AS FOLLOWS:**

In order to promote Public-Private cooperation and understanding and to foster sustainable environmental development in Swakopmund in particular and in the region in general, the parties agree to co-operate in the areas of innovative municipal environmental services, education and promoting job creation and local industrial development and value addition in Namibia through improved recycling, waste collection and disposal utilising deep collection systems

**1. MUTUAL INTEREST ON INNOVATION, RESEARCH, DEVELOPMENT AND EDUCATION**

**Municipality and RAD** agree to cooperate with **Polytechnic of Namibia (PoN)** in research and development of providing effective and sustainable waste management services in general and implementing modern material recovery facilities and innovative Waste Deep Collection services in particular. Deep collection system shall mean a system of waste collection, removal and disposal based on large waste removal bins for the collection of communal domestic and garden refuse submerged into the ground at convenient locations in a suburb as opposed to the existing system based on refuse bins collected from every household. The parties also agree to promote innovative educational programmes to raise awareness of the community on environmental issues in general and recycling in particular. Within the innovation and education processes the parties cooperate with the PoN and its Finnish academic partner Tampere University of Applied Sciences.

Handwritten signatures and initials, including a large 'A' and 'RH'.

## 2. ROLES OF PARTIES

### 2.1. Municipality:

2.1.1. Shall allocate to RAD a portion of land in the Town and Townlands with area of 10,000m<sup>2</sup> (the property) for the construction and operation of a Material Recovery Facility (MRF) on or adjacent to the existing Municipal Waste Dump site. The exact situation of the property will be determined by mutual agreement between the parties. Municipality shall be responsible for the statutory processes to convert the property to an Erf.

2.1.2. The MRF shall not be constructed within the 500m buffer zone around the Sewage Plant. The MRF shall consist of a building large enough to accommodate the processes and machinery and equipped with the machinery required to accomplish the purpose of receiving, separating and or processing the different recyclable materials from the waste delivered to the site as per the framework contained in appendix A. It shall also contain all necessary amenities for the staff employed there and visitors to the MRF.

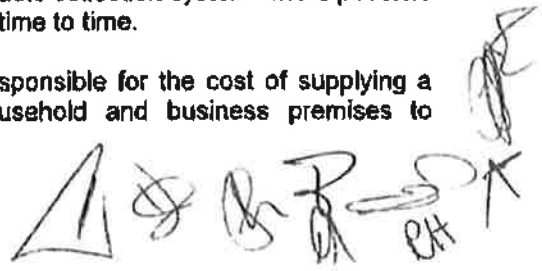
2.1.3. The property shall be leased to RAD at a monthly fee to be agreed on between the parties. Once the statutory processes are complete and an Erf has been created, RAD shall have the option to purchase the property at a price to be agreed on between the parties, containing a special condition restricting the use of the property strictly to waste management and recycling activities. Should no agreement be reached on the price or the terms and conditions of the sale of the Erf to RAD, RAD will be required to restore the land to its original condition.

2.1.4. Shall provide the property with basic municipal Infrastructure such as a gravel road, electricity and water lines up to the boundary of the Erf. Sewerage shall be dealt with by means of a septic tank installed on site to the specification and satisfaction of Municipality until the Municipality informs RAD that on site sewerage services should be connected to the Municipal sewerage system.

2.1.5. Shall give RAD the right to take control of the MRF site from date of signature of this Memorandum of understanding by the Municipality. A lease agreement flowing from this memorandum will be prepared containing a lease period of 10 years.

2.1.6. Shall agree to implement a pilot project of Deep Collection systems in 3 mutually agreed areas for a period of 6 months and based on evaluation of the piloting agrees to consider implementing the Deep Collection System as prioritised waste collection system where possible and as approved by Council from time to time.

2.1.7. The Municipality will be responsible for the cost of supplying a second refuse bin to each household and business premises to

A series of handwritten signatures and initials in black ink, including a large stylized 'A', a signature that appears to be 'R', and other initials like 'RH' and 'K'.

distinguish between household and recyclable waste and will consider recycling initiatives as proposed by all signatories.

**2.1.8.** The aim is to implement a fully effective recyclable waste collection system within 3 years.

**2.1.9** The Municipality will introduce a policy to promote the implementation of the deep collection system at all new developments. This is done to systematically phase out the existing waste management collection system where possible. The deep collection system needs to be the system for collection. All refuse collected in the system will be for the use at the MRF and the removal will be the responsibility of RAD and at a service fee agreed upon between the parties.

## **2.2. RAD**

**2.2.1.** Shall be responsible for all costs related to the statutory processes required to create the Erf required to construct and operate the MRF.

**2.2.2.** Shall conduct a socio-economic, technical and environmental feasibility study on the MRF and proposed waste management and recycling systems, in cooperation with the academic partners which study must be completed before the MRF can be constructed.

**2.2.3** RAD will construct and operate the MRF, weighbridge and the relevant buildings and infrastructure at their own cost.

**2.2.4.** Shall by 30 November 2013 construct a MRF on the portion of land based on the building plans to be submitted for approval of the Municipality, with estimated capacity of processing the number of tons of material annually as determined by the feasibility study and creating approximately 100 new jobs. The people currently working and collecting on the landfill site of Swakopmund will have the first option to work on the MRF.

**2.2.5.** Shall relocate the present RAD recycling site from the ERF no: 4057 to the property.

**2.2.6.** Shall operate the MRF site as independent business entity of RAD sorting the recyclable materials emphasising environmental sustainability, environmental health and potential Namibian industrial value addition.

**2.2.7.** Shall make proposals to the Municipality on developing innovative and sustainable waste collection services.



**2.2.8.** Shall cost-effectively, within environmental and health standards, collect the recyclable waste on municipal areas free of charge and general waste based on mutually agreed tariffs on specified areas if so separately agreed upon with Municipality, business customers or private property owners.

**2.2.9.** Has on 21 December 2012 provided Municipality with 3 pilot systems of Deep Collection free of charge for 6 months on mutually agreed areas and based on evaluation of the pilot project shall make further proposals on utilizing Deep Collection in Swakopmund area. A removal fee of N\$395.00 (excluding VAT) per collection will be charged.

**2.2.10** Shall provide the Municipality with monthly weighbridge reports of what was dumped on the landfill site and also with reports on recyclable.

### 3. IMPLEMENTING AGREEMENTS

Supplemental agreements will be entered into to establish details for the co-operation and implementation of specific programs and will later become attachments to this Memorandum of Agreement.

- Lease agreement in respect of the property
- Service agreement as needed
- Sole right of collection of recyclables within the Swakopmund area and landfill sites with the assistance of the community of Swakopmund.
- Potential agreements on waste collection services
- Purchase agreement in respect of the property

### 4. DURATION OF MEMORANDUM

This Memorandum of Agreement will be effective upon signature by duly authorised representatives and will be effective until \_\_\_\_/\_\_\_\_/20\_\_\_\_

### 5. AMENDMENT OF MEMORANDUM

This Memorandum of Agreement may be amended by mutual consent, in writing, as appropriate from time to time.



**5. TERMINATION**

This Memorandum of Agreement may be terminated by either party following a 90-day written notice.

THUS DONE AND SIGNED at SWAKOPMUND on the 29 MAY 2013 day of May 2013.

**AS WITNESSES ON BEHALF OF THE MUNICIPALITY**

1.

CHIEF EXECUTIVE OFFICER  
(Eckart Ulrich Wilhelm Demasius)

2.

CHAIRPERSON:  
MANAGEMENT COMMITTEE  
(Councillor Rosina //Hoabes)

THUS DONE AND SIGNED at SWAKOPMUND on this 29 May day of May 2013.

**AS WITNESSES ON BEHALF OF RENT-A-DRUM CC**

1.

Gys Louw, RENT-A-DRUM CC

THUS DONE AND SIGNED at SWAKOPMUND on this 29 May day of May 2013.

**AS WITNESSES ON BEHALF OF POLYTECHNIC OF NAMIBIA**

1.

2.

RECTOR  
(Dr Tjama Tjivkua)

- 11.1.25 **APPROVAL OF ERVEN ALLOCATED TO THE LISTS OF NAMES OF 3 HOUSING GROUPS: HARAMBEE GROUP, MOVEMENT FOR HOUSING GROUP AND BUILD TOGETHER GROUP AND PRELIMINARY ALLOCATION AND TIMELINE FOR THE INSTALLATION OF SERVICES AT PORTION 182 AND 183**  
(C/M 2022/06/29 - 14/2/1/1)

Special Management Committee Meeting of 22 June 2023, Addendum 6.2 page 28 refers.

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

1. **INTRODUCTION**

This submission serves to request Council to approve the names of the beneficiaries of the 3 Housing Groups and the erven allocated to them. The timeline of the installation of services at Portion 182 and 183, Swakopmund cannot be provided at this stage.

2. **BACKGROUND**

On 19 July 2022 a meeting was held in the Management Committee Room with Harambee Housing Group chaired by the Chief Executive Officer. During the meeting it was resolved that the Group submit a list of 150 names, but it did not materialise. On 20 October 2022 and 05 November 2022 meetings were arranged by General Manager: Corporate Services & HC (Acting) where all issues, processes, conditions pertaining the resolutions and way forward were discussed. At this meeting each group confirmed that they would submit a list of 150 names.

3. **TIMELINE: INSTALLATION OF SERVICES AT PORTION 182 AND 183**

The proposal by Messrs Development Workshop Namibia (DWN) for the installation of services at Portion 182 and 183, Swakopmund was discussed at the Council meeting of 30 August 2021 and was resolved as follows under item 11.1.18:

- (a) That Council approves the concept of Development Workshop Namibia for servicing of a portion of land and the construction of low and ultra-low-cost housing.
- (b) That Council approves the proposal of Development Workshop Namibia to be implemented on portions 42, 43 and 82-84.
- (c) That based on point (a) above a Memorandum of Understanding be compiled by Council's attorneys.

Messrs Development Workshop of Namibia must install services at Portion 182 and 183. Once the Memorandum of Understanding between the DWN, Council and the members of each group is signed and the beneficiaries have saved the required minimum amount the installation of services will

commence. The beneficiaries are usually given 14 months to save for each type of infrastructure.

#### 4. PREVIOUS RESOLUTIONS

Two of the groups provided the updated beneficiary list of names on different dates during 2023. The list of Messrs Build Together Housing Group is attached as **Annexure "A"**, which is unreadable. In order to speed up the process, the first list is included that was submitted and endorsed by Council on **29 July 2021**.

Below is the relevant item, item no **11.1.8**:

- (a) *That it is proposed for Portion 182 and 183 to be considered for allocation to the groups:*
  - *Harambe Housing Group (Annexure "B")*
  - *Movement Housing Group (Annexure "C")*
  - *Build Together Housing Group (Annexure "D")**based on the Flexible Land Tenure Act, No 4 of 2012.*
- (b) *That the groups submit a constitution establishing a minimum level of oversight over their operations.*
- (c) *That the groups join the Namibia Housing Action Group (NHAG) for application under the People Housing Processes (Community Self-Help Housing) sub-programme which targets communities participating in housing savings schemes.*
- (d) *That should the application by the three groups be approved, the conditions of sale be submitted for approval.*
- (e) *That it be noted that a total of 59 of the 739 names listed do not have ID Numbers for verification purposes and that they be given reasonable time to submit ID Numbers, otherwise they cannot be part of this group.*
- (f) *That it be noted that some members do not appear on the master list.*
- (g) *That should the application of the groups be approved; Council enters into a Memorandum of Understanding with all parties.*

On **03 August 2021**, the abovementioned resolution was communicated to all three Housing Groups. It transpired that the names on the first lists were recorded without identity numbers, therefore, the groups were requested to re-submit the lists that will enable the Housing Section to verify the names on the Master Waiting List.

The name lists were submitted to Council and was approved on **29 April 2022** under item 11.1.22:

- (a) *That it be noted that the 3 groups have not complied with the conditions provided for in terms of the resolution of 29 July 2021.*
- (b) *That the new names added to the list be rejected.*
- (c) *That Council allocates the 575 erven in Portion 182 and 183 to the members of the three Housing Groups.*

- (d) That only the members of the housing group who are registered on the Master Waiting List be approved.
- (e) That Council endorses the latest updated and verified lists of the three housing groups.
- (f) That the groups be given three months from date of the Council resolution to submit copies of the constitution and proof that they joined the Namibia Housing Action Group (NHAG), failing which the group will no longer be considered.
- (g) That Messrs Build Together Housing Group is requested to change the name of the group in order to be distinguished from the Decentralized Build Together Programme.
- (h) That the group members who have been identified as owning property or form part of the next 48 social houses to be built or have been allocated houses in Wagdaar or part of the 150 Build Together beneficiaries be removed from the lists of the three housing groups.
- (i) That the Build Together and Harambe Housing group be informed that a savings group may not exceed 120 members.

With reference to point (f) above Messrs Build Together Housing Group have not submitted a constitution to date and in terms of point (g) no new name replacing the old name has been submitted.

## 5. CURRENT SITUATION

On **14 March 2023**, 143 names, attached as **Annexure "B"** were submitted by Messrs Harambee Housing Group. The names were verified against the Master Waiting List of which 55/143 names do not reflect on the Master Waiting List.

The list of Messrs Movement for Housing Group attached as **Annexure "C"**, consist of 151 names of which 9/151 names are not on the Master Waiting List.

Attached as **Annexure "A"** the list of 150 names of Messrs Build Together Group that was verified against the Master Waiting List of which 11/150 do not appear on the Master Waiting List.

On **17 May 2023** a meeting was held in the Management Committee Room with the 3 Housing Groups where it was resolved amongst others, that the Housing Section assist the Build Together Group with the selection of 150 names and that the 3 groups be exempted from verification against the Master Waiting List.

## 6. PRELIMINARY ALLOCATION

The verification process was done from the original lists, whereafter a data base was created for the groups.

The Housing Section will provide maps to the leaders of the 3 Housing Groups once clearer maps are received from the Engineering and Planning Services Department. Each group will receive 150 pre-allocated erven. The attached maps **Annexure "D"** is illustrating the



location of the erven at Portion 182 and **Annexure "E"** is illustrating the location of the erven at Portion 183.

The two maps also illustrate the allocation of the 150 erven per group that is highlighted as follows, Orange: Harambe Group; Blue: Built Together Housing Group and Green: Movement Housing Group.

The table below indicates the annexures of the list of erven with the names of the beneficiaries who are listed on the Master Waiting List per:

<b>ANNEXURES</b>	<b>NAMES</b>
Annexure "F"	Harambe Housing Group
Annexure "G"	Movement Housing Group
Annexure "H"	Built Together Housing Group

The following table indicates the annexures of the names that do not appear on the Master Waiting List of the groups:

<b>ANNEXURES</b>	<b>NAMES</b>
Annexure "I"	Harambe Housing Group
Annexure "J"	Movement Housing Group
Annexure "K"	Built Together Housing Group

## 7. **DISCUSSION**

Since Council works strictly according to the Master Waiting List to provide housing to those who are registered, the list of names that do not appear on the Master Waiting List will need to be submitted to the line ministry to enquire whether Council can accommodate them for allocation.

Due to the current unclear maps, clearer maps will be provided to the 3 groups, once received from the Engineering Services and Planning Department.

The completion of the installation of services at Portions 182 and 182 is a lengthy process that can take up to 18 months, depending on the amounts saved by the groups.

It is imperative that Messrs Build Together Housing Group adheres to the Council resolution passed on **29 April 2022**, item 11.1.22, with specific reference to point (f) and (g).

## 8. **PROPOSAL**

It is proposed that Council approves the lists of annexure "F", "G" and "H" and the erf numbers allocated to them that were submitted by the 3 Housing Group's. It is further proposed that the Ministry be requested to confirm whether Council may accommodate those beneficiaries not on the Master Waiting List. The Registrar of Deed will also need to confirm whether the beneficiaries are first time homeowners.

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



**RECOMMENDED:**

- (a) That Council approves the 3 lists (Annexures F, G and H) containing the names of beneficiaries submitted by each Housing Group who are on the Master Waiting List in principle with the erven allocated to them.
  - (b) That the lists of the 3 groups (Annexures I, J and K) who do not appear on the Master Waiting List be submitted to the line ministry for approval to be accommodated for allocation of erven.
  - (c) That a deeds search be carried out to determine whether all beneficiaries are first time homeowners before instruction to transfer can be given.
  - (d) That Council takes note that the Memorandum of Understanding submitted by Development Workshop of Namibia (DWN) for the installation of services at portions 182 and 183, Swakopmund will be tabled to Council for approval.
  - (e) That the conditions of sale of the erven be as follows:
    - (i) *That the erven be donated to the beneficiaries on the approved lists on condition that they save sufficient funds for the servicing of the area within the given time.*
    - (ii) *That each beneficiary saves funds to contribute their pro rata share according the size of the erf towards the cost of services on condition that they save sufficient funds for servicing the area within the given time.*
    - (iii) *That the beneficiaries not be permitted to sell the erven within a period of 5 years after transfer.*
  - (f) That Messrs Build Together Housing Group be informed to comply with the Council resolution of 29 April 2022, item 11.1.22, with specific reference to point (f) and (g), within 30 days from this Council resolution and failure to comply will result in exclusion of the group from any further discussions and allocations.
-