

Municipality of Swakopmund

AGENDA

NO. 1

ORDINARY COUNCIL MEETING

**ON
THURSDAY
26 OCTOBER 2023
AT
19:00**



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Ordinary Council Meeting – 26 October 2023

MUNICIPALITY OF SWAKOPMUND

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Ref No 5/2/1/1/2

Enquiries: Aloysia Kahuika

16 October 2023

The Mayor and Councillors
Municipality
SWAKOPMUND

Dear Sir / Madam

NOTICE: ORDINARY COUNCIL MEETING

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

DATE : THURSDAY, 26 OCTOBER 2023

**VENUE : COUNCIL CHAMBERS, MUNICIPAL OFFICE BUILDING,
C/O RAKOTOKA STREET AND DANIEL KAMHO
AVENUE, SWAKOPMUND**

TIME : 19:00

A Benjamin
CHIEF EXECUTIVE OFFICER

AK/-

11. RECOMMENDATION OF THE MANAGEMENT COMMITTEE**11.1 MANAGEMENT COMMITTEE MEETINGS HELD ON 19 OCTOBER 2023**

ITEM NO	SUBJECT	REF NO	PAGE
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11.1.3	Request For Additional Funds (Economic Development Service Department) Capital Budget 2023/2024	3/1/1/1/1	51
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11.1.5	Partnership For The Namibia Annual Sport Awards (Nasa)	3/15/1/6/1	88
11.1.6	Resubmission: Permanent Closure Of Erf 9806, Swakopmund As <i>Public Open Space</i> , Rezoning Of Erf 9806 From <i>Public Open Space</i> To <i>General Business</i> , Consolidation Of Erven 9806 And 9794, Swakopmund And Rezoning Of Erf 9793, Swakopmund From General Residential 2 To <i>Public Open Space</i>	E 9806, E9793, E 9794	94
11.1.7	Application For The Purchase Of A Street Portion Adjacent To Erf 4089, Mondesa	M 4089	102
11.1.8	Resubmission: Subdivision Of Portion 121 (A Portion Of Portion 32) Of Farm 163 Smallholdings Into Portion A, B And Remainder	PTN 121	109
11.1.9	Request For Payment Of External Local Organizing Committee Members For Nalasra	11/1/4/6	132
11.1.10	The Solid Waste Recycling Memorandum Of Agreement Between Swakopmund Municipal Council And Messrs Rent-A-Drum In Terms Of Section 50 Of The Public Procurement Act, 2015 (Act No. 15 Of 2015) (<i>"The Act"</i>) As Amended	17/6/1	138
11.1.11	Proposal To Appoint Miss World Namibia (2023) As The Brand Ambassador Of Swakopmund	7/4/1	141
11.1.12	A: Transfers: Fourth Batch: Electrical Substations: Erongo RED Electricity Distributors	M 2699; M 1616; E 7295; E 1758; M 2555; M 2953; M 3112	152
11.1.13	B: Subdivisions: Fourth Batch: Electrical Substations: Erongo RED Electricity Distributors	M 4374; E 266 C; Erf 118; Erf 113; Vin; E 2747; E 1910	169
11.1.14	Erf 4863, Swakopmund: Waiver Of Pre-Emptive Right: Giacomo Luigi Bonadei	E 4863	176
11.1.15	Outcome Of Sale Of 29 September 2023: Erf 3620, Extension 1, Swakopmund	E 3620	178

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

None.

13. DRAFT REGULATIONS AND TARIFFS, IF ANY

None.

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1. **OPENING BY PRAYER, IF SO DESIRED**

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

3. **APPLICATIONS FOR LEAVE OF ABSENCE BY MEMBERS OF COUNCIL**

4. **CONFIRMATION OF MINUTES OF THE PREVIOUS MEETING OF COUNCIL**
(C/M 2023/10/26 - 5/2/1/1/2)
 - 4.1 Minutes of the **Ordinary Council Meeting** held on **28 September 2023**.
(pp 138/2023 - 152/2023)

5. **INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF A COUNCIL**
None.

6. **PETITIONS**
None.

7. **MOTIONS OF MEMBERS**
None.

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

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

10. **REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1) (E) OF THE ACT**
 - 10.1 **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING SEPTEMBER 2023**

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10. (A)	Minutes of the Ordinary Management Committee Meeting held on 19 October 2023	20

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MINUTES

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Thursday, 28 September 2023** at **19:09**.

PRESENT:

Councillor D Namubes	:	Mayor
Councillor W O Groenewaldt	:	Chairperson of MC
Councillor P Shimhanda	:	Member of Management Committee
Councillor M Henrichsen	:	Member of Council
Councillor S M Kautondokua	:	Member of Council
Councillor H H Nghidipaya	:	Member of Council

OFFICIALS:

Mr A Benjamin	:	Chief Executive Officer
Mr M Maingura	:	GM: Corporate Services & HC
Mr C McLune	:	GM: Engineering & Planning Services
Mr H INaruseb	:	GM: Finance
Ms L N Mutenda	:	GM: Health Services & SWM
Ms M Uwites	:	Acting GM: Economic Development Services
Ms A Kahuika	:	Administration Officer
Mr U S Tjiurutue	:	Corporate Officer: Administration

ALSO PRESENT:

Fifteen (15) Members of the public.

1. OPENING BY PRAYER

Councillor S M Kautondokua opened the meeting with prayer.

2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL
 (C/M 2023/09/28 - 5/2/1/1/2)

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

RESOLVED:

That the agenda be adopted.

CO: A GM: CS&HC

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

3.1 Application for leave of absence:

• Councillor D Am-Iqeb	:	Approved
• Councillor B R Goraseb	:	Approved
• Councillor C-W Goldbeck	:	Approved
• Councillor E Shitana	:	Approved

3.2 Declaration of interest:

None.

4. **CONFIRMATION OF MINUTES**

(C/M 2023/09/28 - 5/2/1/1/2)

4.1 **MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 31 AUGUST 2023**

(C/M 2023/09/28 - 5/2/1/1/2)

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

RESOLVED:

CO: A
GM: CS&HC

That the minutes of the Ordinary Council Meeting held on 31 August 2023, be confirmed as correct.

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

None.

6. **PETITIONS**

None.

7. **MOTIONS OF MEMBERS**

None.

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

None.

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

(C/M 2023/09/28 - 5/5/2)

HONOURABLE COUNCILORS, MR. ALFEUS BENJAMIN, CHIEF EXECUTIVE OFFICER, GENERAL MANAGERS, MANAGERS, AND OFFICIALS OF COUNCIL, ESTEEMED MEMBERS OF THE COMMUNITY, MEMBERS OF THE MEDIA, LADIES AND GENTLEMEN

GOOD EVENING ONCE AGAIN AND WELCOME TO THE SEPTEMBER COUNCIL MEETING. WE ARE IMMENSELY GRATEFUL THAT YOU TOOK TIME TO JOIN US TONIGHT. THANK YOU VERY MUCH.

LADIES AND GENTLEMEN, MEMBERS OF THE COUNCIL, AND FELLOW CITIZENS,

I AM HONORED TO ADDRESS YOU TONIGHT AS WE GATHER FOR OUR MONTHLY COUNCIL MEETING. THESE GATHERINGS ARE A VITAL PART OF OUR DEMOCRATIC PROCESS, PROVIDING A PLATFORM FOR TRANSPARENCY, COLLABORATION, AND COMMUNITY ENGAGEMENT. TONIGHT, I WOULD LIKE TO HIGHLIGHT SOME KEY UPDATES AND IMPORTANT MATTERS THAT CONCERN US AS A COMMUNITY.

DURING THE MONTH OF SEPTEMBER, OUR OFFICE HAD THE FOLLOWING ENGAGEMENTS.

MOU SIGNING WITH THE ORANJEMUND TOWN COUNCIL.

THE MOU SIGNIFIES OUR SHARED COMMITMENT TO WORKING TOGETHER FOR THE BETTERMENT OF OUR CITIZENS. IT ACKNOWLEDGES THAT OUR MUNICIPALITIES, WHILE DISTINCT IN THEIR CHARACTERISTICS AND CHALLENGES, SHARE COMMON GOALS AND ASPIRATIONS. BY JOINING HANDS, WE AMPLIFY OUR COLLECTIVE STRENGTH AND RESOURCES TO TACKLE THESE CHALLENGES HEAD-ON.

IN OUR INCREASINGLY INTERCONNECTED WORLD, IT IS IMPERATIVE FOR LOCAL GOVERNMENTS TO COLLABORATE AND LEARN FROM ONE ANOTHER. SWAKOPMUND AND ORANJEMUND HAVE MUCH TO OFFER EACH OTHER IN TERMS OF KNOWLEDGE, EXPERTISE, AND INNOVATIVE SOLUTIONS. WHETHER IT'S URBAN PLANNING, INFRASTRUCTURE DEVELOPMENT, ENVIRONMENTAL SUSTAINABILITY, OR SOCIAL WELFARE, WE CAN BENEFIT GREATLY FROM SHARING EXPERIENCES AND BEST PRACTICES.

CEO FIVE-YEAR EXTENSION CONTRACT SIGNING CEREMONY.

I AM PLEASED TO ANNOUNCE THAT COUNCIL AND THE MINISTRY OF URBAN AND RURAL DEVELOPMENT HAS APPROVED THE RENEWAL OF OUR CEO'S CONTRACT FOR AN ADDITIONAL FIVE YEARS. THIS DECISION REFLECTS OUR UNWAVERING CONFIDENCE IN MR ALFEUS BENJAMIN'S LEADERSHIP AND VISION FOR THE COMPANY.

UNDER HIS STEWARDSHIP, OUR COMPANY HAS ACHIEVED REMARKABLE GROWTH, INNOVATION, AND A STRONG MARKET PRESENCE. HE HAS CONSISTENTLY DEMONSTRATED A DEEP COMMITMENT TO OUR CORE VALUES, A KEEN UNDERSTANDING OF MARKET DYNAMICS, AND A RELENTLESS PURSUIT OF EXCELLENCE. THIS CONTRACT RENEWAL NOT ONLY RECOGNIZES MR BENJAMIN'S OUTSTANDING PERFORMANCE BUT ALSO SETS THE STAGE FOR A BRIGHT AND PROMISING FUTURE FOR THE MUNICIPALITY OF SWAKOPMUND.

DONATION HANDOVER OF N\$10,000 TO SCHOOLS IN SWAKOPMUND.

IN LINE WITH OUR COMMITMENT TO ENHANCING THE EDUCATIONAL EXPERIENCE IN SWAKOPMUND, COUNCIL HAS PLEDGED A DONATION OF N\$10,000.00 TO EACH OF THE 15 SCHOOLS IN OUR TOWN. THEY WERE REQUESTED TO IDENTIFY ANY MATERIALS, EQUIPMENT, OR RESOURCES THAT COULD ASSIST IN IMPROVING THEIR TEACHING METHODS AND THE OVERALL LEARNING ENVIRONMENT. THESE MATERIALS MAY INCLUDE SCHOOL TEXTBOOKS, PRINTING MACHINERY, STATIONERY, OR ANY OTHER ITEMS THAT WOULD SIGNIFICANTLY BENEFIT YOUR EDUCATIONAL PROGRAMS. A HANDOVER CEREMONY WAS HELD WHERE TEACHERS, PRINCIPALS AND EDUCATION DIRECTOR ACCEPTED THE DONATION FROM COUNCIL.

WE WANTED TO ASSURE THE SCHOOLS OF OUR UNWAVERING COMMITMENT TO ENHANCING THE QUALITY OF EDUCATION PROVIDED FOR THEIR LEARNERS. WE FIRMLY BELIEVE THAT THIS CONTRIBUTION CAN GREATLY CONTRIBUTE TO ACHIEVING OUR MUTUAL GOAL OF IMPROVING EDUCATION STANDARDS.

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HERITAGE WEEK OFFICIAL OPENING CEREMONY

THIS MONTH, I ALSO HAD THE HONOUR TO OFFICIALLY OPEN THE HERITAGE WEEK CELEBRATIONS WHICH WAS ATTENDED BY THE GOVERNOR AS WELL AS HIGH COMMISSIONERS FROM ZIMBABWE AND SOUTH AFRICA. OUR TOWN HAS ESTABLISHED ITSELF AS A MULTICULTURAL TOWN, A TOWN THAT PRESERVES AND HIGHLY REGARDS HERITAGE AND IT IS THE CENTRE OF ADVENTURE FILLED WITH DIFFERENT BACKGROUNDS AND CULTURES ALL OVER NAMIBIA AND ABROAD. THEREFORE, AS WE CELEBRATE OUR DIVERSE CULTURES, WE TAKE PRIDE IN THESE ACTIVITIES.

LATER THAT SAME DAY, THE HIGH COMMISSIONER OF SOUTH AFRICA TO NAMIBIA, HER EXCELLENCY THENJIWE PAID A COURTESY VISIT TO MY OFFICE. THIS COURTESY VISIT MARKS A SIGNIFICANT MILESTONE IN OUR DIPLOMATIC RELATIONS AND OFFERS US A UNIQUE OPPORTUNITY TO STRENGTHEN OUR BONDS AND WE HAD THE PRIVILEGE OF ENGAGING IN DISCUSSIONS SURROUNDING POTENTIAL MOUS BETWEEN OUR RESPECTIVE ENTITIES. ER EXCELLENCY DD

WE SHARE NOT ONLY GEOGRAPHICAL PROXIMITY BUT ALSO DEEP HISTORICAL, CULTURAL, AND ECONOMIC CONNECTIONS. AS NEIGHBORING NATIONS, OUR DESTINIES ARE INTERTWINED, AND WE MUST WORK TOGETHER TO ADDRESS SHARED CHALLENGES AND SEIZE COMMON OPPORTUNITIES.

THESE MOUS, SHOULD THEY COME TO FRUITION, HAVE THE POTENTIAL TO IMPACT VARIOUS ASPECTS OF OUR CITY'S DEVELOPMENT, RANGING FROM TRADE AND INVESTMENT TO EDUCATION, CULTURE, AND TECHNOLOGY EXCHANGE. THEY CAN CREATE OPPORTUNITIES FOR ECONOMIC GROWTH, JOB CREATION, AND THE SHARING OF BEST PRACTICES. THEY CAN ALSO OPEN DOORS FOR CULTURAL EXCHANGES, EDUCATIONAL PARTNERSHIPS, AND INCREASED PEOPLE-TO-PEOPLE CONNECTIONS.

HONORABLE COUNCILLORS, LADIES AND GENTLEMEN

THAT IS IN A NUTSHELL THE HIGHLIGHTS FROM SOME OF OUR ACTIVITIES THAT WE COVERED FOR THE MONTH OF SEPTEMBER.

IN TERMS OF UPCOMING EVENTS:

I AM PLEASED TO INFORM YOU THAT ON THE 3RD OF OCTOBER 2023, WE WILL BE HOSTING A SAFETY AND SECURITY MEETING. DURING THIS MEETING, COMPREHENSIVE INFORMATION WILL BE PROVIDED.

YOUR SAFETY AND SECURITY ARE OUR TOP PRIORITIES, AND WE INVITE YOU TO JOIN US FOR AN IMPORTANT PUBLIC SAFETY AND SECURITY MEETING. TOGETHER, WE WILL DISCUSS, AND ADDRESS CONCERNS RELATED TO THE WELL-BEING AND SECURITY OF OUR COMMUNITY. YOUR ACTIVE PARTICIPATION IS VITAL AS WE WORK COLLABORATIVELY TO ENHANCE SAFETY MEASURES AND BUILD A STRONGER, SAFER NEIGHBORHOOD.

PLEASE MARK YOUR CALENDARS AND JOIN US AT THIS GATHERING TO STRENGTHEN OUR BONDS AND VOICE YOUR CONCERNS.

THANK YOU FOR YOUR KIND ATTENTION TO THE ANNOUNCEMENTS, AND LET'S MOVE FORWARD TOGETHER AS A UNITED COMMUNITY.

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

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

(C/M 2023/09/28 - 5/2/1/1/2)

RESOLVED:

CO: A
GM: CS&HC

That the report to Council on the resolutions taken by Management Committee meeting held on 14 September 2023, be noted.

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

11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 14 SEPTEMBER 2023**

11.1.1 **PURCHASE PRICE: SALE OF ERF 7159, MONDESA TO NAMBAZA INVESTMENTS CC**

(C/M 2023/09/28 - M 3289, M 7159)

RESOLVED:

CO: P
GM: CS&HC

- (a) That Council approves the purchase price for the sale of Erf 7159, Extension 26, Swakopmund measuring 2 812m² to Nambaza Investments CC (represented by Dr Abisai Konstantinus) at N\$450.00/m² as was previously approved by Council during 2017 for another private treaty sale, i.e. 2 812m² x N\$450.00/m² = N\$1 265 400.00.
- (b) That upon acceptance of the purchase price by Nambaza Investments CC Council's intention to sell Erf 7159, Mondesa to Nambaza Investments CC be advertised for possible objections as required in terms of the Local Authorities Act, Act 23 of 1992 as amended, at the cost of the purchaser.
- (c) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), the Urban and Regional Planning Act, Act 5 of 2018, the Town Planning Amendment Scheme and Council's Property Policy be dealt with successfully.
- (d) That the transaction be concluded within 120 days from the date of approval being received from the Minister of Urban and Rural Development to proceed with the transaction.
- (e) That payment of the purchase price be secured either in cash or bank guarantee in favour of the Swakopmund Municipality within 120 days from the date the approval by the Minister of Urban and Rural Development of the sale. Failure to secure the purchase price will result in cancellation.
- (f) That the purchaser accepts that all costs relating to the transaction are for their account, such as (but not limited to) the advertising of the alienation for objections, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.
- (g) That the following standard conditions be applicable:
 - (i) *That it is noted that the purchaser has paid a deposit of N\$ 10 000.00 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.*

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- (ii) *That any remainder of the deposit in (i) be refunded to the purchaser on completion of the transfer of ownership of the property.*
 - (iii) *That the purchaser takes note that in terms of Council's Property Policy if the transaction is not concluded within a year the purchase price escalates annually by 5% from the date Council approved the purchase price until date of transfer and if a period of 5 years lapses new valuations are obtained.*
 - (iv) *Failure to pay the purchase price in cash or secure payment by bank guarantee on the 120th day from date of approval by the Minister of Urban and Rural Development will result in the transaction being cancelled without the need to place the purchaser on terms, should the purchase price be secured by a bank guarantee the transfer must be effected on or before the 120th day, else interest will be levied as from the date the Ministerial approval is received until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale.*
 - (v) *The erf is sold "voetstoots" or "as is" and Council give no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the layout or situation or subterranean composition of the property or any improvements thereon. Council also does not warrant that the services installed at the property are suitable for the use intended by the purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewerage and water connections are suitable for the intended use of the property.*
 - (vi) *That the purchaser must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property.*
 - (vii) *That the said improvements must be completed within 24 months (2 years) from date of transfer.*
 - (viii) *That the property may not be alienated unless it is developed, and a completion certificate is issued in respect of the structural improvements. This restraint of alienation must be registered against the title deed of the property.*
 - (ix) *No development or construction will be permitted to commence until the statutory processes have been completed and the erven are transferred.*
 - (x) *The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.*
 - (xi) *That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.*
- (h) **That the applicant takes note that no rights will accrue to the applicant unless all the above-mentioned conditions ((a) to (g)) are complied with in full and all the relevant authorities have given the necessary permission, if applicable.**

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11.1.2

03. SIGNING OF AMENDED DEED OF SALE AND LOAN AGREEMENT

(C/M 2023/09/28

- 14/2/1/1)

CO: H
GM: EPS
GM: CS&HC

RESOLVED:

- (a) That Council takes note that in compliance with clause 5.3, the Deed of Sale and the Loan Agreement must be signed simultaneously, and that the Build Together Committee assist in conveying the message to the beneficiaries to sign the new agreements.
- (b) That the Council also takes note of clause 9.1 states that the construction of the houses be completed within 24 months from date of approval of the building plans and thereafter transfer of the property will be given:

"The PURCHASER is obliged to construct and complete a main dwelling on the PROPERTY in accordance with COUNCIL's approved building plans within a period of 24 (twenty-four) months from the EFFECTIVE DATE, before the PROPERTY can be transferred to the PURCHASER."

- (c) That Council takes note that the following two additional standard conditions of sale be added to the Deed of Sale:

17. VOETSTOOTS

The property is sold "voetstoots" and the COUNCIL is not liable for re-measurement of the PROPERTY for any shortfall, nor benefit from any excess. The seller does not warrant that the PROPERTY is suitable for the purpose of which it is bought for. The COUNCIL herewith explicitly states that no compensation will be paid for patent or latent defects, and the PROPERTY is sold as it is, with all its features.

18. CONDITIONS OF TITLE IN FAVOR OF THE LOCAL AUTHORITY

The PROPERTY may only be used for the purpose permissible in accordance with the Town Planning Amendment Scheme of the Swakopmund Municipality, which was drafted in accordance with Urban and Regional planning Act, 2018 (Act No. 5 of 2018), and may thus only be used subject to conditions as stipulated in the above-mentioned Town Planning Amendment Scheme.

11.1.3

REPORT OF THE AUDITOR-GENERAL FOR THE FINANCIAL YEAR: 2020 / 2021

(C/M 2023/09/28

- 3/3/2/2)

GM: F
CEO

RESOLVED:

- (a) That the report of the Auditor General for the 2020 / 2021 Financial Year in terms of Section 87 (1) (3) of the Local Authority Act (Act 23 of 1992) as amended, be noted.
- (b) That due to high-cost implications, the recommendations contained in Auditor General's Report be implemented in phases.

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11.1.4 **NAME YOUR SUBURB INITIATIVE**
(C/M 2023/09/28 - 16/1/4/1/5)

RESOLVED:

GM: EPS

- (a) That the Council approves the publishing of the proposed suburb names map for public input.
- (b) That should the input received from the public be significant, that it be submitted to the Naming of Street, Public Places, Natural Area and Council-owned Buildings / Facilities Advisory Committee of Swakopmund for deliberation.
- (c) That should the input received from the public require cosmetic changes, that the Engineering and Planning Services Department attend to it prior to the submission of the item to Council for consideration.

11.1.5 **REQUEST FOR A REDUCED RATE TO HOST WOMENS CONFERENCE AT THE MUNICIPAL REST CAMP**
(C/M 2023/09/28 - 14/2/7/1/4)

RESOLVED: (For Condonation by Council)GM: F
GM: EDS

- (a) That Council takes note of the booking made by the Rhenish Church of Namibia to the value of N\$85 230.00 to host their annual women's conference at the Swakopmund Municipal Rest Camp from 15-16 September 2023.
- (b) That Council provides 10% discount to the value of N\$8 823.00 to the Rhenish Church of Namibia, Swakopmund Congregation.

11.1.6 **FINANCIAL YEAR END - 2022 / 2023**
(C/M 2023/09/28 - 3/1/1/1/1)

RESOLVED:

GM: F

- (a) That Council approves the request for Additional Funds amounting to N\$35 800 000.00 for the Operational Budget of 2022 / 2023 Financial Year.
- (b) That Additional Funds be funded from the surplus of the Financial Year under review.

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11.1.7

APPLICATION FOR CONSENT TO OPERATE A PLACE OF AMUSEMENT ON ERF 3739, MONDESA, EXTENSION 8

(C/M 2023/09/28 - M 3739)

GM: EPS
GM: HS&SWM**RESOLVED:**

- (a) That the application for a place of amusement on Erf 3739, Mondesa, Extension 8 be turned down, in compliance with the conditions of sale and Council Resolution C/M 2009/01/29.
- (b) That the applicant be informed of their rights to appeal with valid reasons against Council's decision in respect of this resolution, to the Minister of Urban and Rural Development within twenty-one (21) days from the date of receipt of the notice of this resolution in accordance with section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).
- (c) That the objector be informed of Council's decision and the right of the applicant to appeal with valid reasons against Council's decision in respect of this resolution, to the Minister of Urban and Rural Development within twenty-one (21) days from the date of receipt of the notice of this resolution in accordance with section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).

11.1.8

UNUSABLE AND REDUNDANT STOCK ITEMS: FINANCE DEPARTMENT: STORES

(C/M 2023/09/28 - 3/18/1)

GM: F
CO: A
GM: CS&HC**RESOLVED:**

- (a) That all stock items listed under (1) Unusable items and (2) Redundant items valued at N\$ 132 490.02 be written off from the Council's Stores stock register.
- (b) That permission be granted to the General Manager: Finance to destroy the below listed stock items to the confidentiality of these books and forms used by Council in the past:

QUANTITY	DESCRIPTIONS	REASON	ITEM NUMBER	VALUE VAT EXCLUSIVE
4	LETTERHEAD (OLD LOGO)	Unusable	0335819	N\$2 898.36
26	MUNICIPAL HOUSING REGISTRATION BOOK	Unusable	0332313	N\$7 800.00
19	METER CARDS	Unusable	0335517	N\$14 350.32
84	STANDING CALENDAR	Unusable	0325418	N\$1 200.00
5	INTER-DEPARTMENTAL WORKS ORDER BOOKS	Unusable	0330914	N\$245.00
20	1 PART A4 CONSOLE PAPER	Unusable	0335312	N\$1 495.65
19	TRIALS	Unusable	0122122	N\$13 131.48
14	SHOPPING BAG FOLD-UP	Unusable	0214213	N\$532.62
1	CLOCK CARDS (GREEN)	Unusable	0311222	N\$745.00
	TOTAL			N\$48 811.19

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- (c) That the following stock items be written off and sold at the next Public Auction:

QUANTITY	DESCRIPTIONS	REASON	ITEM NO.	VALUE VAT EXC.
2	150MM X 90 CI BENDS	Redundant	1117513	NS\$107.20
2	UPVC REDUCER 160 X 110MM	Redundant	1121320	NS\$446.09
1	UPVC REDUCER 160 X 90MM	Redundant	1121316	NS\$215.52
4	100 X 75MM CI REDUCER	Redundant	1121014	NS\$225.27
4	200 X 75MM T PIECE	Redundant	1119818	NS\$186.51
3	100 X 75MM T PIECE	Redundant	1120417	NS\$54.65
1	CI T PIECE 160 X 110MM	Redundant	1119915	NS\$232.18
4	PLASSON T-PIECE 110 X 63MM	Redundant	1119516	NS\$667.83
3	PLASSON T-PIECE 110 X 90MM	Redundant	1119520	NS\$393.92
4	200 X 75MM T PIECE	Redundant	1119818	NS\$186.51
2	125MM X 45 CI BENDS	Redundant	1118714	NS\$50.29
1	200MM X 45 CI BENDS	Redundant	1118412	NS\$57.31
1	150MM X 22 1/2 CI BENDS	Redundant	1117718	NS\$83.53
6	100MM X 45 CI BENDS	Redundant	1117114	NS\$600.25
1	100MM X 90 CI BENDS	Redundant	1117211	NS\$52.69
2	125MM HYDRANT T PIECE	Redundant	1119419	NS\$66.15
1	CI BEND 300MM 22.25 DEG	Redundant	1133380	NS\$1,088.23
1	CI BEND 300MM 11.25 DEG	Redundant	1133370	NS\$944.52
1	CI BEND 300MM 90 DEG	Redundant	1133400	NS\$1,726.72
11	GALV UNIONS 25MM	Redundant	1130714	NS\$ 77.34
6	300MM SHORT COLLAR	Redundant	1133330	NS\$22,221.25
1	CI BEND 400MM 11.25	Redundant	1133360	NS\$ 1,775.05
13	CI SHORT COLLARS 300/18	Redundant	1133410	NS\$10,967.48
3	50mm HYDRANT T PIECE	Redundant	1118919	NS\$54.82
1	HP132 BLACK CATRIDGE	Redundant	0315214	NS\$112.27
3	ESPON LX300-RIBBON	Redundant	1216122	NS\$ 181.60
1	HP 128/1220-45 BLACK	Redundant	1216132	NS\$ 538.46
2	HP1280/1220-78 COLOUR	Redundant	1216142	NS\$ 156.43
1	HP 1550-22 COLOUR	Redundant	1216152	NS\$ 434.07
1	HP 1550-21 BLACK	Redundant	1216162	NS\$ 405.49
1	HP 5443-136 COLOUR	Redundant	1216172	NS\$ 340.66
1	HP 5443-132 BLACK	Redundant	1216182	NS\$ 346.13
1	HP F4283-121 COLOUR	Redundant	1216192	NS\$ 582.42
1	HP F4282-121 BLACK	Redundant	1216202	NS\$ 329.61
1	HP 2430/4350-11X BLACK	Redundant	1216222	NS\$4 428.57
2	HP CP1525-128A BLACK	Redundant	1216232	NS\$2 173.91
2	HP CP1525-128A YELLOW	Redundant	1216252	NS\$2 000.00
2	HP CP1525-128A MAGENTA	Redundant	1216262	NS\$2 000.00
3	HP 1005-35A	Redundant	1216272	NS\$ 3 259.80
1	HP 5610-57 COLOUR	Redundant	1216302	NS\$ 571.43
1	HP 5610- 56 BLACK	Redundant	1216312	NS\$ 346.15
2	HP6313- COLOUR	Redundant	1216322	NS\$1 154.88
8	HP7000/7500-920XL	Redundant	1216362	NS\$1 913.04
1	HP J4580-901XL BLACK	Redundant	1216382	NS\$ 434.07
3	HP K7103-134	Redundant	1216402	NS\$ 2 501.73
3	HP K7103-130	Redundant	1216412	NS\$ 2 243.48
1	HP K8600-88XL BLACK	Redundant	1216462	NS\$ 274.73
1	HP K8600-88XL CYAN	Redundant	1216492	NS\$ 658.24
1	HP K8600-88XL MAGENTA	Redundant	1216472	NS\$ 478.02
1	HP K8600-88XL YELLOW	Redundant	1216482	NS\$ 478.02
2	OKI 3600-TONER YELLOW	Redundant	1216542	NS\$ 2 858.09
2	OKI 3600-TONER MAGENTA	Redundant	1216552	NS\$ 2 940.66
2	OKI 3600-TONER CYAN	Redundant	1216562	NS\$ 3 395.60
1	HP M606 281A BLACK	Redundant	1216712	NS\$ 4 382.63
	TOTAL			NS\$83 678.83

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- (d) That the Chief Executive Officer and the Chairperson of the Management Committee determine the upset prices of the above-mentioned redundant items.
- (e) That permission be granted to the General Manager: Finance to write off items listed under (3) Expired stock items from Council Stores stock register and destroy it due to un usability.

QUANTITY	DESCRIPTIONS	REASON	ITEM NUMBER	VALUE VAT EXCLUSIVE
116	DISINFECTANT SPRAY	Expired	0215500	N\$5 345.08
103	FURNITURE POLISH	Expired	0214515	N\$2 327.80
	TOTAL			N\$7 672.88

11.1.9

WRITING OFF OF REDUNDANT ITEMS AND EQUIPMENT AT THE HEALTH SERVICES & SOLID WASTE MANAGEMENT DEPARTMENT

(C/M 2023/09/28 - 16/2/6/1)

CO: A
GM: F
GM: CS&HC

RESOLVED:

- (a) That the Council approves the writing-off of the following redundant items and equipment from the Health Services & Solid Waste Management Department:

Office Furniture:

NO.	DESCRIPTION	REMARKS
1	1 x Visitors Chair (light brown)	Broken
2	5 x ceiling exhaust fans	Old
3	1 X 8 seater conference table (table only)	Redundant
4	3 x swivel office chairs	Old/broken

Equipment:

NO.	DESCRIPTION	SERIAL NO.	REMARKS
1	HP OfficeJet 7110 colour printer	CN76K6ROT9	Broken
2	Salton Microwave	GMS05121639	Broken
3	1 x HP LaserJet 1012 printer	CNCJ139732	Broken
4	4 x Motorola radios with chargers		Broken

Other:

NO.	DESCRIPTION	REMARKS
1	38 x skip containers	Old
2	400 x refuse bins	Old / Broken
3	112 small otto bins	Old / Broken
4	262 x Blue pole bins	Old / Broken
5	40 x roofing sheets	Old
6	2 x Geyser	Old
7	32 x rolls landfill mesh wire	Old
8	28 x 2 metre wooden poles	Old
9	Roofing rafters	Old

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

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11.1.10 **04. QUOTATIONS OF BUILDING MATERIALS FOR THE BUILD TOGETHER, PHASE III**

(C/M 2023/09/28 - 14/2/1/1)

CO: H
GM: F
GM: CS&HC

RESOLVED:

That the quotations of building materials for The Build Together, Phase III be noted.

11.1.11 **INVITATION TO THE AMALGAMATED ROTATIONAL ANNUAL FESTIVAL (ARAF) 2023 IN OMARURU**

(C/M 2023/09/28 - 3/15/1/6/1)

CEO
GM: F
GM: HS&SWM
GM: CS&HC

RESOLVED: (For Condonation by Council)

- (a) That Council participate at the 2023 Amalgamated Rotational Annual Festival (ARAF) 2023, which is scheduled to take place from 27-30 September 2023 in Omaruru.
- (b) That permission be granted to the following Municipal Officials to represent Council:

NAME	POSITION
Councillor D Am-IGabeb	Deputy Mayor
Mr R Ujaha	Environmental Health Practitioner: Waste
Ms L Mupupa	Public Relations Officer
Ms A Gebhardt	Corporate Officer: Marketing & Communication

- (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.
- (d) That the municipal minibus be availed to the officials to travel to and from Omaruru.
- (e) That the promotional gifts be purchased by the Marketing & Communications Section, for distribution at the Amalgamated Rotational Annual Festival (ARAF) 2023.
- (f) That the funds (N\$8 600.00) for the corporate stand and one name badge be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$141 191.30.00 is available.
- (g) That approval be granted for Councillors and Senior Management who wishes to attend the official opening ceremony for one day only.
- (h) That since the Office of the Mayor has received an invitation to attend the Amalgamated Rotational Annual Festival (ARAF) 2023, a separate submission be made in that regard for consideration.

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11.1.12 **DONATION OF ERVEN IN EXTENSION 28 AND EXTENSION 31 SOUTH**

(C/M 2023/09/28 - 16/1/4/2/1/14)

CO: H
GM: CS&HC

RESOLVED:

- (a) That Council approves the donation of 241 erven in Extension 28 and Southern part of Extension 31 to the overspill residents as per list (on file) as Annexure "E".
- (b) That Council approves the donation of some of the 241 residential erven in Extension 28 and the southern part of Extension 31 to the informal settlers residing in Extension 28 based on the affordability assessment and on condition that they are listed on the Master Waiting List and are 1st time homeowners.
- (c) That the overspill residents of DRC Proper, the unauthorized occupants in DRC Proper and informal settlers residing in Extension 28 whose earnings are below N\$3 000.00 be relocated to the New Reception area at the Northern Wedge once the site is ready for occupation.
- (d) That the 2 beneficiaries who were allocated 2 erven in Extension 28 under the next 80 Social Housing Project continue to occupy the two erven even though the construction of Social Houses were halted.
- (e) That a restriction be placed on the sale of the erven for 10 years and a pre-emptive right be included in the Deed of Donation for all erven to be sold in Extensions 28 and 31.
- (f) That should the beneficiaries wish to sell their erven after expiry of 10 years, and the erven are un-improved, the erven must first be offered to Council to consider.
- (g) That the 10-year period in respect of the restriction of sale of improved erven commences from date of transfer of the property.
- (h) That the beneficiaries who construct houses, and receive completion certificates, may not sell the property for a period of 10 years from the date of the completion certificate. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to Council.

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11.1.13 **SALE OF ERVEN IN EXTENSION 31 NORTH TO SEASIDE AND DRC PROPER RESIDENTS**

(C/M 2023/09/28 - 16/1/4/2/1/14)

CO: H
GM: CS&HC

RESOLVED:

- (a) That the following erven in Extension 31 north be offered for sale to the occupants in Extension 37 (DRC Seaside) and DRC Proper (Extension 27, 29 and 30) at a purchase price of N\$160.00/m² (Hundred and fifty Namibian dollars per square meter).
- (b) That a deed search be conducted to establish the status of first-time homeowner.
- (c) That Council approves 2 options of payment of the purchase price:
 - Cash payment
 - 50% deposit of the purchase price and the balance be settled within a period of 48 months.
- (d) That a restriction be registered on the title deed of the erven and a pre-emptive right be included in the Deed of Sale.
- (e) That should the beneficiaries intend to sell the erven after the expiry of 10 years, and the erven are un-improved, the erven first be offered to Council for consideration.
- (f) That the restraint of 10 years in respect of sale of improved erven commences from date of transfer of the property.
- (g) That beneficiaries may not sell erven within 10 years of a completion certificate being issued. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to Council.
- (h) That no temporary structures may be constructed on the erven.

11.1.14 **REQUEST FOR A REDUCED RATE FOR FAMILY RE-UNION AT THE MUNICIPAL REST CAMP**

(C/M 2023/09/28 - 14/2/7/1/2)

GM: F
GM: EDS

RESOLVED:

- (a) That Council takes note of the booking made by the Diedericks-Alves family during February 2023 to host their Family re-union at the Swakopmund Municipal Rest Camp from 23 December 2023 until 01 January 2024.
- (b) That Council approves a discounted rate of 10% for the Diedericks - Alves family.

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- 11.1.15 **PMU: BREAKDOWN OF BIDS AWARDED FROM 1ST JANUARY 2021 TO AUGUST 2023 AND ADDITIONAL INFORMATION**
(C/M 2023/09/28 - 6/1/3/1)

RESOLVED:

CEO

That Council takes note of the report on the awards made between January 2021 to August 2023 and the additional information on the execution and implementation of the Public Procurement Act, 2015 (Act no 15 of 2015) as amended.

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

None.

The meeting adjourned: 19:48

Minutes to be confirmed on: 26 October 2023.

Councillor D Namubes
MAYOR

Mr A Benjamin
CHIEF EXECUTIVE OFFICER

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

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

2. **CONFIRMATION OF MINUTES**
(M/C 2023/10/19 - 5/2/1/1/2)

2.1 **MINUTES OF THE ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 14 September 2023**

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

RESOLVED:

CO: A
GM: CS&HC

That the Minutes of the Ordinary Management Committee meeting held on 10 September 2023, be confirmed as correct.

2.2 **MATTERS ARISING FROM THE PREVIOUS MINUTES**

None.

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

7.5 **PARTNERSHIP FOR THE NAMIBIA ANNUAL SPORT AWARDS (NASA)**
(M/C 2023/10/19 - 3/15/1/6/1)

RESOLVED: (For Condonation by Council)

(a) That Council partners with the Namibia Sports Commission by sponsoring N\$20 000.00 towards the Namibia Annual Sport Awards (NASA) that will take place 28 October 2023, at the MTC Dome, Swakopmund.

(b) That approval be granted to the Namibia Sports Commission to use the corner at Shoprite Shopping Centre (free of charge) for the proposed activation on 25-26 October 2023 with the following standard conditions:

- ① *Namibia Sports Commission will be responsible for always keeping the area clean.*
- ② *Council must be indemnified against any claims that may arise from using the area. The applicant should complete the indemnity form and returned to the Municipality.*
- ③ *The area must be restored to its original condition and to the satisfaction of the Swakopmund Municipality after the function.*
- ④ *Sound must be restricted to the immediate surrounding area. On receipt of any complaints due to noise or misbehaviour, the use of the area will be cancelled immediately.*
- ⑤ *Council reserves the right to cancel the use of the area should Council need the area for its own purposes.*

- (c) That the Law Enforcement & Emergency Section liaise with the Namibia Sports Commission regarding the escort services for the parade scheduled for 27 October 2023.
- (d) That the Namibia Sports Commission be advised to reserve the Municipal Rest camp at a 10% discounted rate as from 24-28 October 2023.
- (e) That the funds for the online, social media and photography of the event be defrayed from the Corporate Services Publicity vote 150515533000 where N\$141 191.30 is available.

8. **POLICY MATTERS**

8.1 **SWAKOPMUND MUNICIPALITY'S INTERNATIONAL RELATIONS POLICY**
(M/C 2023/10/19 - 7/P)

RESOLVED:

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

8.2 **SWAKOPMUND MUNICIPALITY'S CORPORATE COMMUNICATIONS POLICY**
(M/C 2023/10/19 - 7/P)

RESOLVED:

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

8.8 **MAYORAL DEVELOPMENT FUND REPORT**
(M/C 2023/10/19 - 5/5/5/2)

RESOLVED:

- (a) That the Report of the Mayoral Development Fund for the period from January to July 2023 be noted.
 - (b) That the Report from the Women in Leadership expenses be noted.
 - (c) That the Office of the Mayor submits a report of the event and the collection of the pledges made at the event be intensified.
-

- 8.18 **APPROVAL OF THE BUDGET FOR THE FISCAL YEAR 1 JULY 2023 TO 30 JUNE 2024**
(M/C 2023/10/19 - 3/1/1/1/1; 3/1/1/2/1)

RESOLVED:

That the approval of the budget for the fiscal year 1 July 2023 to 30 June 2024 be noted.

9. **PERSONNEL MATTERS**

- 9.1 **PROPOSED AMENDMENT TO THE PROPERTY POLICY: SECTION 6: SALE OF ERVEN TO STAFF MEMBERS**
(M/C 2023/10/19 - 13P, 4/11/1)

RESOLVED:

That this item be recorded in the "*In-Camera*" minutes.

- 9.5 **NAMIBIA NATIONAL MAYORS' FORUM: HANDOVER OF DONATIONS**
(M/C 2023/10/19 - 5/5/1)

RESOLVED: (For Condonation by Council)

- (a) That the Management Committee condones the approval for the Mayor and the Traffic Officer / Driver to the Mayor to attend the Handover ceremony on 17 October 2023.
 - (b) That subsistence and traveling allowance at a total of N\$8 800.00 be defrayed from the Council's Functions and Entertainment Vote: 101015513000 where N\$186 600.00 is available.
-

- 9.6 **NAMIBIA NATIONAL MAYORS' FORUM ANNUAL GENERAL MEETING 2023**
(M/C 2023/10/19 - 5/5/1)

RESOLVED:

- (a) That the Management Committee approves the Mayor and the Traffic Officer/Driver to the Mayor to attend the Annual General Meeting for the National Mayors' Forum as from 19-20 October 2023.
 - (b) That the Management Committee discuss the approval of the membership fees of N\$30 000.00 to be paid from the Membership and Subscription fees Vote: 101015526500 where N\$210 000.00 is available.
 - (c) That subsistence and traveling allowance at a total of N\$20 800.00 be defrayed from the Council's Conference Vote: 101015505500 where N\$186 600.00 is available.
 - (d) That in future the Deputy Mayor should be the alternate to all invites for the Mayor, should the Mayor not be available.
-

10. **MATTERS NOT ON THE AGENDA, BUT DISCUSSED WITH PERMISSION OF THE CHAIRPERSON**

10.1 **PRESENTATION: NATIONAL HOUSING ENTERPRISES (NHE**

(M/C 2023/10/19 - 14/2/1/2; 5/2/1/2/3)

RESOLVED

CO: P
CEO
GM: CS&HC

That the presentation made by Mr D Tjikune, the Regional Manager of NHE on 12 October 2023, be noted.

10.2 **PRESENTATION: BUSHTEC NAMIBIA**

(M/C 2023/10/19 - 16/1/10/2)

RESOLVED:

- (a) That the presentation by Bushtec Namibia, be noted.
 - (b) That the Engineering & Planning Services Department review the proposed building method / materials and reply to Bushtec Namibia regarding their proposed product.
-

10.12 **SWAKOPMUND MUNICIPAL REST CAMP UPGRADE STRATEGY**

(M/C 2023/10/19 - E 2747)

RESOLVED:

That the upgrading proposal be kept in abeyance pending familiarization visit by Councillors to the Municipal Rest Camp.

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETINGS HELD DURING OCTOBER 2023**

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 19 OCTOBER 2023**

11.1.1 **ALLOCATION OF LISTS OF NAMES OF 3 HOUSING GROUPS: HARAMBEE GROUP, MOVEMENT FOR HOUSING GROUP AND JUNTOS CONSTRUIR GROUP**

(C/M 2023/10/26 - 16/1/4/2/1/14)

Ordinary Management Committee Meeting of 19 October 2023, Addendum 7.1 page 03 refers.

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

1. **INTRODUCTION**

The purpose of this submission is for Council to repeal point (e)(iii) of the Council resolution passed on **31 August 2023** under item number 11.1.31 to approve the sale of 150 erven to each of the 3 housing groups, namely Harambee Housing Group, Movement for Housing and Juntos Construir. A pre-emptive and a restrictive clause must be added in the Deed of Sale for the sale of erven in Extension 43 (Portion 182) and Extension 44 (Portion 183) Swakopmund to avoid speculation.

2. **BACKGROUND**

A submission was tabled to Council to approve allocation of erven against the names of the members of the 3 housing groups as per updated lists submitted and resolved on **31 August 2023** under item 11.1.31 as follows:

- (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 against the erven allocated to them.*
- (b) *That the lists of the 3 groups (Annexures I, J and K) containing the beneficiaries who do not appear on the Master Waiting List be submitted to the line ministry for consideration 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 of the change of name of Messrs Build Together Group to Juntos Construir.*
- (e) *That the following conditions of sale shall apply to the 3 groups:*
 - (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 to 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 are not permitted to sell the erven within a period of 5 years after transfer.
- (f) That Messrs Juntos Construir be informed to comply point (f), of the Council resolution of 29 April 2023, item 11.1.22, within 30 days from this Council resolution failing compliance the group be excluded from any further discussions and allocations.
- (g) That Council approves the request by Messrs Juntos Construir to replace the deceased member (Ms Nicolene Skini) with her next-of-kin (Ms Salinda Uises), who applied for housing under Mondesa with reference number MO3208 (as per confirmation of the Master Waiting List) and it be submitted to the line ministry for approval to be accommodated for allocation of erven

3. COUNCIL PREVIOUS RESOLUTIONS

On Council **29 May 2023** under item 11.1.3 approved the following restraints for the donation of erven in Ext 27, 29 and 30 (DRC Proper):

- (a) That a restriction be placed on the sale of the erven for 10 years and a pre-emptive right be included in the Deed of Donation for all erven to be sold in DRC, Extension 27, 29 and 30.
- (b) That should the beneficiaries wish to sell their erven after expiry of 10 years, and the erven are un-improved, the erven must first be offered to Council to consider.
- (c) That the 10-year period in respect of the restriction of sale of unimproved erven commences from date of transfer of the property.
- (d) That the beneficiaries who construct houses, and receive completion certificates accordingly, may not sell the property for a period of 10 years from the date of the completion certificate. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to Council.

The same restraints are required in respect of land allocated to the 3 housing groups to prevent speculation with low-cost housing.

4. DISCUSSION

It is vital that a restrictive clause be included in the sale to prevent scenarios where beneficiaries purchase low-cost land, do not invest in it, or improve it, and simply sell it and then resettle in an informal area again. This does not relieve the housing crisis but simply perpetuates and aggravates it since the community loses faith in the processes of Council.

Council's goal is to eradicate informal structures so that everyone can have the opportunity to live in dignified housing. Therefore, Council should not permit the construction of temporary structures in Ext 43 and Ext 44 (Portion 182 and 183) to avoid enforcement and safety issues. It is thus fundamental to include a pre-emptive and a restriction on the sale, thus preventing speculation from taking place.

5. PROPOSAL

In view of the above, it is proposed that Council repeal its decision of **31 August 2023** and replaces it with the approved restraints contained in the Council resolution of **29 May 2023** under item 11.1.3.

It is proposed that the restriction be 10 years and thereafter, a pre-emptive right be placed to the sale of erven offered to the members of the 3 Housing groups. The pre-emptive right must be included in the Deed of Sale for unimproved erven.

The pre-emptive right will prohibit beneficiaries from selling unimproved properties located at portion 182 and 183 (Ext 43 & 44), Swakopmund.

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

RECOMMENDED:

(a) That Council repeals point (e)(iii) of the Council resolution of 31 August 2023 under item number 11.1.31 that reads:

(e) That the following conditions of sale shall apply to the 3 groups:

(iii) That the beneficiaries are not permitted to sell the erven within a period of 5 years after transfer.

And replace it with:

- (b) That a restriction be registered against the title deed of the erven and a pre-emptive right be included in the Deed of Sale.**
 - (c) That should the beneficiaries intend to sell the erven after the expiry of 10 years, and the erven are un-improved, the erven first be offered to Council for consideration.**
 - (d) That the restraint of 10 years in respect of sale of improved erven commences from date of transfer of the property.**
 - (e) That beneficiaries may not sell erven within 10 years of a completion certificate being issued. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to Council.**
 - (f) That no temporary structures be constructed on the erven.**
-

11.1.2 **NEW LEASE AGREEMENT: DESERT EXPLORERS CC - ERF 1318, SWAKOPMUND**
(C/M 2023/10/26 - E 1318)

Ordinary Management Committee Meeting of 19 October 2023,
Addendum 7.2 page 06 refers.

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

1. Introduction

This submission is tabled to Council to consider concluding a new lease agreement with Desert Explorers CC who is leasing 3 portions of land located on Erf 1318, Swakopmund.

The following areas leased by Desert Explorers CC measure ± 3 137m² in total:

- (1) A portion of land measuring ± 62.00 m² onto which their containers encroach;
- (2) A portion of land measuring 1 500m² as parking area; and
- (3) A portion of land measuring 1 575m² as a camel ride area.

Attachments:

Annexure "A"	:	Location map
Annexure "B"	:	Submission to Management Committee of 10 January 2019 as comprehensive background
Annexure "C"	:	Lease agreement
Annexure "D"	:	Confirmation from Desert Explorers CC to renew the lease period
Annexure "E"	:	Account details reflecting the lease tariffs for 2023/2024

2. Background

Desert Explorers CC has been leasing these three portions of land from Council since 2006 which lease periods were reviewed and renewed at intervals. The current lease period lapsed on **31 August 2023**.

Attached as **Annexure "B"** is a submission tabled to the Management Committee of **10 January 2019** as background to the application.

On **31 January 2019**, under item 11.1.15 Council approved the renewal of the lease for a further period of 5 years which commenced on 01 September 2018 and lapsed on **31 August 2023**. For ease of reference the decision is quoted below:

- (a) That the application to renew the lease agreement for a further 5 years by Messrs Desert Explorers CC to lease the following three portions of land on Erf 1318, Swakopmund, be approved:
 - (i) A portion of land measuring ± 62.00 m² onto which their containers encroach
 - (ii) A portion of land measuring 1500m² for parking area and
 - (iii) A portion of land measuring 1575m² for camel ride area
- (b) That lease period commences on 01 September 2018 until 31 August 2023.

- (c) That the following terms and conditions be applicable and any additional conditions that Council may deem fit:

- (i) That the lease period be 5 years at rental amounts as set - out below, with 10% annual escalation on 1st July 2019, and annually thereafter:

Portion of land	Price/m ²	15 % VAT	Total price
Container Area	62m ² x N\$19.35 = N\$1 199.70	+ N\$ 179.95	N\$ 1379.66
Parking Area	1 500m ² x N\$1.82 = N\$2 730.00	+ N\$ 409.50	N\$ 3 139.50
Camel Area	1 575m ² x N\$2.00 = N\$3 150.00	+ N\$ 472.00	N\$ 3 622.50

- (ii) That the lease be terminable by either party giving or receiving three (3) months written notice.
- (iii) That Council reserves the right to cancel the lease if valid objections from the public are received.
- (iv) That the lessee shall indemnify and keep Council indemnified during the full period of the agreement against possible claims, which may arise from the use of the leased area.
- (v) That no subletting be allowed.
- (vi) That a deposit equal to one month's rental be levied.
- (d) That the lease as set-out in (a) to (c) above be advertised in terms of the Local Authorities Act, Act 23 of 1992, as amended at the cost of the lessee.
- (e) That the lessee be permitted to continue using the existing access over Erf 1318, Swakopmund for the duration of the lease, subject to (f) below.
- (f) That the lessee agrees that they will use the Windhoek Street access as soon as the development on Erf 1058, Swakopmund commences.
- (g) That Messrs Desert Explorers CC be responsible for the maintenance of the upgraded parking area."

A copy of the signed lease agreement for the period of **01 September 2018 to 31 August 2023** is attached as **Annexure "C"**.

3. Current Situation

Letters dated **27 April** and **27 July 2023** were sent to Desert Explorers CC notifying them of the expiry of the lease period on **31 August 2023**. Failing to respond to the letters a site visit was done on **24 August 2023** explaining the content of the letters. Subsequently an email dated **08 September 2023 (Annexure "D")** was received from them confirming that they intend to renew the lease agreement for a further 5 years.

The rental tariff increased by 10% since the inception of the lease period, no annual increases were effected for the period 01 July 2020 until 30 June 2021 (Covid-19 period). On **19 November 2020** Council resolved to in future only increase the lease tariffs by 7%. The table below indicates the current rent tariff for the three portions of land (**Annexure "E"**):

Portion of land	Price/m ²	15 % VAT	Total price
Container Area	62m ² x N\$26.08 = N\$1 616.96	+ N\$ 242.54	N\$1 859.50
Parking Area	1 500m ² x N\$2.45 = N\$3 675.00	+ N\$ 551.25	N\$4 226.25
Camel Area	1575 m ² x N\$2.69 = N\$4 236.75	+ N\$ 635.51	N\$ 4 872.26

4. Proposal

During the previous lease periods no complaints were received from the general public. It is therefore proposed that Council considers the

new lease agreement for a further 5 years, commencing 1 September 2023 to 31 August 2028. The lease agreement will be subject to Council's standard lease conditions and any additional conditions Council may deem fit.

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

RECOMMENDED:

(a) That the application for the new lease agreement for a further 5 years period by Desert Explorers CC to lease the following three portions of land located on Erf 1318, Swakopmund, be approved:

- (i) A portion of land measuring $\pm 62.00\text{m}^2$ onto which their containers encroach;
- (ii) A portion of land measuring $1\,500\text{m}^2$ as parking area; and
- (iii) A portion of land measuring $1\,575\text{m}^2$ as camel ride area

(b) That lease period commences on 01 September 2023 until 31 August 2028.

(c) That the following terms and conditions be applicable and any additional conditions that Council may deem fit:

- (i) That the lease period be 5 years at rental amounts as set-out below, with 7% annual escalation on 1st July 2024, and annually thereafter:

Portion of land	Price/m ²	15 % VAT	Total price
Container Area	$62\text{m}^2 \times \text{N\$ } 26.08 = \text{N\$1 } 616.96$	+ N\$ 242.54	N\$1 859.50
Parking Area	$1\,500\text{m}^2 \times \text{N\$ } 2.45 = \text{N\$3 } 675.00$	+ N\$ 51.25	N\$4 226.25
Camel Area	$1\,575\text{m}^2 \times \text{N\$ } 2.69 = \text{N\$4 } 236.75$	+ N\$ 635.51	N\$4 872.26

- (ii) That the lease be terminable by either party giving or receiving three (3) months written notice.
- (iii) That Council reserves the right to cancel the lease if valid objections from the public are received.
- (iv) That the lessee shall indemnify and keep Council indemnified during the full period of the agreement against possible claims, which may arise from the use of the leased area.
- (v) That no subletting be allowed.
- (vi) That a deposit equal to one month's rental be levied.

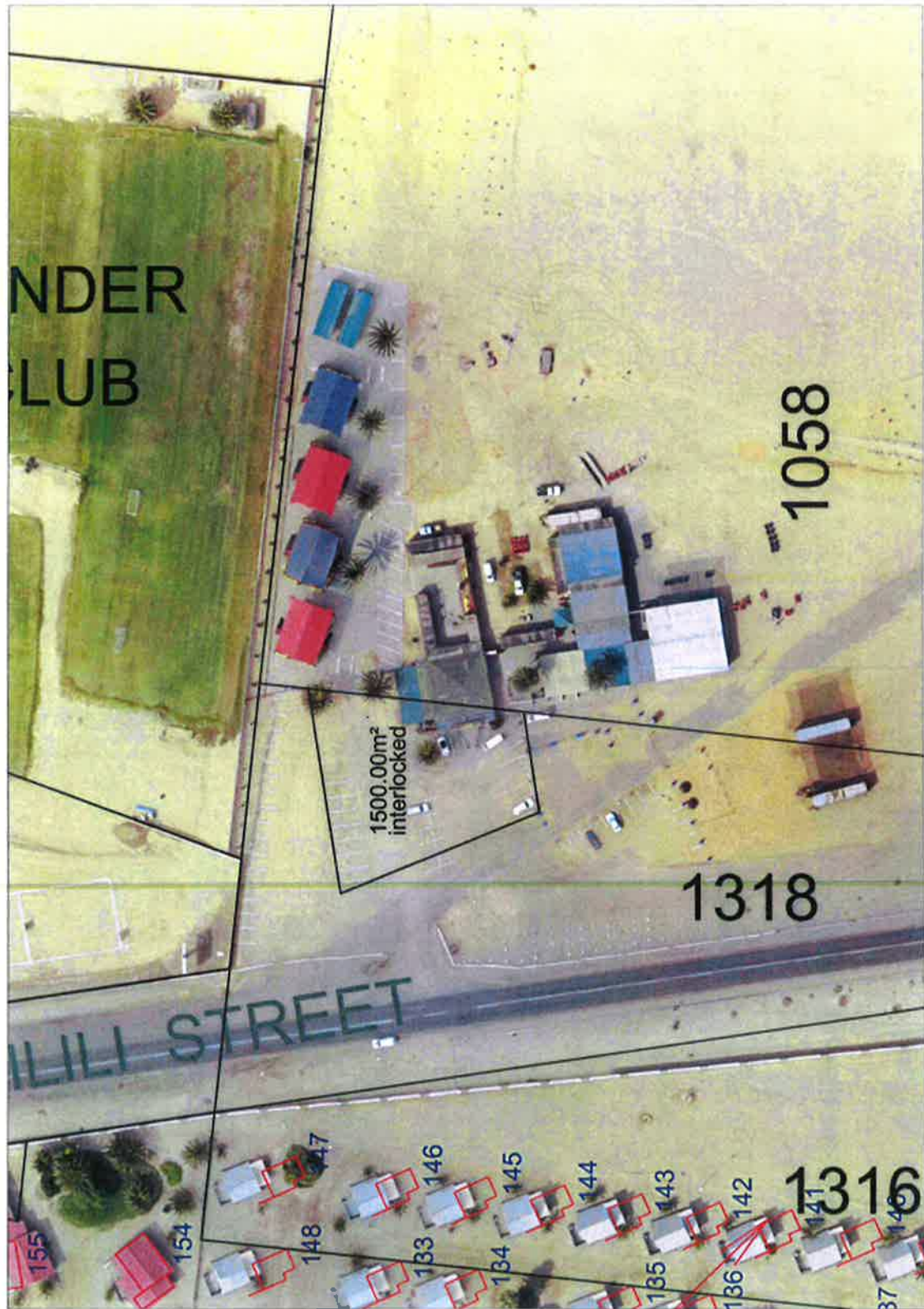
(d) That the lease as set-out in (a) to (c) above be advertised in terms of the Local Authorities Act, Act 23 of 1992, as amended at the cost of the lessee.

(e) That the lessee be permitted to continue using the existing access over Erf 1318, Swakopmund for the duration of the lease, subject to (f) below.

(f) That the lessee agrees that they will use the Windhoek Street access as soon as the development on Erf 1058, Swakopmund commences.

(g) That Desert Explorers CC be responsible for the maintenance of the upgraded parking area.

ANNEXURE "A"



"ANNEXURE B"

M/C ADDENDUM NO:
(10 January 2019)

7.12

RENEWAL OF LEASE AGREEMENT: MESSRS DESERT EXPLORERS CC - ERF 1318, SWAKOPMUND (E 1318)

This application was discussed at the Planning Forum of **6 November 2018** under item 5.4.

1. Purpose

This submission is tabled to Council to consider the renewal of the lease agreement of Messrs Desert Explorers CC who is leasing 3 portions of land located on Erf 1318, Swakopmund.

2. Introduction

The following areas leased by Messrs Desert Explorers CC measure $\pm 3\,137\text{m}^2$ in total:

- (1) A portion of land measuring $\pm 62.00\text{m}^2$ onto which the containers encroach
- (2) A portion of land measuring 1500m^2 for parking area and
- (3) A portion of land measuring 1575m^2 for a camel ride area.

A copy of the signed lease agreement for the period of **01 September 2015 to 31 August 2018** is attached as **Annexure "A"**. The locality map is attached as **Annexure "B"**.

3. Background

During March 2005 one of Council's Building Inspectors pointed out that a plan for a roof is needed that complies with specifications and it was also noticed that the lessee's containers encroached onto a portion of Erf 1318, Swakopmund. On **01 January 2006**, Messrs Desert Explorers CC apologized for the mistake and simultaneously requested Council's permission to lease a portion of Erf 1318 Swakopmund which is zoned "Street", onto which their containers unintentionally encroached, due to incorrect pegs that were used to set out for their operation. The size upon which the containers encroach onto Erf 1318 is $\pm 62\text{m}^2$.

Messrs Desert Explorers CC is operating from the adjoining erf, Erf 1058, Swakopmund which they lease from the Government. They also requested to lease the remaining portion of Erf 1318, Swakopmund for the following reasons:

- *Parking of overland trucks, busses, light passenger vehicles that visit their business*
- *Parking for staff and owner*
- *Track for a kids quad rides*
- *Camel rides that they normally operate during the season*

Council subsequently on **31 May 2006** under item 11.1.14 resolved:

- (a) *That the application received from Messrs Desert Explorers for the leasing of a portion of $\pm 62.00\text{m}^2$ of Erf 1318 Swakopmund that has been encroached upon by their buildings, be approved.*
- (b) *That a further portion be identified by the Engineering Services Department that Messrs Desert Explorers are presently using for parking and that this be leased to them on the same basis as the portion that has been encroached upon.*

- (c) That the rent will be N\$7.10/m² (VAT incl.) per month, (area still to be determined by the Engineering Services) with an escalation of 10% per year.
- (d) That the proposed lease must be advertised in terms of the Local Authorities Act, (Act 23 of 1992) as amended.
- (f) That all costs involved be for the applicant's account. Should they cease operating they have to reinstate the area to its original layout and condition at their own cost.
- (f) That the applicant indemnifies and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of the area.

The first lease agreement was entered into by and between Messrs Desert Explorers CC and the Swakopmund Municipality on **08 November 2006**, to lease the said portion of land that lapsed on **31 October 2009**.

4. Following are Previous Council Resolutions for Renewal of the Lease Agreement

On **24 July 2009**, Messrs Desert Explorers CC notified Council in writing that they wish to renew the lease agreement for a further 3 years. The use of the parking area which is indicated under point 3 above was never included in the lease agreement. The matter was discussed at the Management Committee meeting of **13 August 2009**, under item 7.10 and it was resolved:

- (a) That Council enters into a lease agreement with Messrs Desert Explorers with regard to a portion of Erf 1318, measuring ±62.00m² in extent.
- (b) That point 5 of the submission be incorporated into the lease agreement mentioned in (a) above.

Annexure "C" refers to point 5 of the submission of **24 August 2009** which is concerned with the following usages of the parking area mentioned under point 3 above. Clause 2 of the then lease agreement stipulated the following:

- ① Messrs Desert Explorers leveled approximately 247m² of Erf 1318, Swakopmund for parking convenience.
- ② Messrs Desert Explorers keep Erf 1318, Swakopmund neat, clean and tidy.
- ③ Erf 1318, Swakopmund serves as parking area for Municipal Traffic and Provincial Police vehicles for road blocks.
- ④ The following authorities use Erf 1318, Swakopmund for access to the bridge, riverbed and dunes:
 - The Health Services Department (squatters)
 - Namibian Police (various occasions)
 - Nature Conservation (inspections)
 - RCC (bridge and road inspections)
 - SOS Ambulances

Annexure "D" refers to the communication between Messrs Desert Explorers CC, Council and Roads Authority in terms of the approval that was granted to lease the parking area.

On **24 August 2009** Council renewed the lease period under item 11.1.9 which commenced **1 September 2009** and lapsed on **31 August 2012**:

- (a) That the application received from Messrs Desert Explorers for the renewal of the lease agreement for three (3) year, for the encroachment of 62.00m² on Erf 1318, Swakopmund, be approved.
- (b) That the rent be N\$9.45/m² (15% VAT incl.) per month, with an annual escalation of 10% during July.
- (c) That all costs involved be for the applicant's account. Should they cease operating they have to reinstate the area to its original layout and condition at their own cost.

- (d) That the applicant indemnifies and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of the area.
- (e) That Council reserves the right to consider the cancellation of the lease agreement if valid objections from the public are received.

On **30 August 2012** Council passed the following under item 11.1.4 to renew the lease agreement for a further 3 years that commenced on **01 September 2012** and lapsed on **31 August 2015**:

- (a) That the application of Messrs Desert Explorers for the renewal of the current lease agreement for a further three (3) year period for a portion of $\pm 62.00\text{m}^2$ of Erf 1318, Swakopmund encroached upon by their buildings, be approved.
- (b) That the following terms and conditions are applicable:
 - (i) That the lease period be three (3) years at a rental amount of N\$10.95/m² as per 2012/2013 Financial Year budget plus 15% VAT, with 10% annual escalation on 1st July 2013, and annually thereafter.
 - (ii) That the lease is terminable by either party giving or receiving three (3) months notice.
 - (iii) That Council reserves the right to cancel the lease if valid objections from the public are received.
 - (iv) That the lessee shall indemnify and keep Council indemnified during the full period of the agreement against possible claims, which may arise from the use of the leased area.
 - (v) That no subletting be allowed.
 - (vi) That a deposit equal to two month's rental be levied.
- (c) That the lease as set-out in (a) above be advertised in terms of the Local Authorities Act, Act 23 of 1992, as amended at the cost of the applicant.

The lease period was again renewed by Council on **30 August 2015** under item 11.1.4:

- (a) That the application of Messrs Desert Explorers Adventure Centre CC to renew the lease agreement for a further 3 years for the lease of the following two portions of Erf 1318, Swakopmund, be approved, subject to the acceptance of (e) and (f) below:
 - (i) A portion of land measuring $\pm 62.00\text{m}^2$ onto which their containers encroach and
 - (ii) A portion of land measuring $\pm 247\text{m}^2$
- (b) That the lease period commences on 01 September 2015 until 31 August 2018.
- (c) That the following terms and conditions be applicable and any additional conditions that Council may deem fit:
 - (i) That the lease period be 3 years at a rental amount of $\text{N\$}14.54/\text{m}^2 \times 62\text{m}^2 = \text{N\$}901.48 + (15\% \text{ VAT}) \text{ N\$}135.22 = \text{N\$}1036.70$, with 10% annual escalation on 1st July 2016, and annually thereafter.
 - (ii) That the specific use of the portion measuring approximately 247m² be set-off against the cost in the amount of N\$139 871.20 for the renovation / upgrading of the portion by the lessee
 - (iii) That the lessee provides audited statements reflecting the costs incurred in (ii) above.
 - (iv) That the lease be terminable by either party giving or receiving three (3) months written notice.
 - (v) That Council reserves the right to cancel the lease if valid objections from the public are received.
 - (vi) That the lessee shall indemnify and keep Council indemnified during the full period of the agreement against possible claims, which may arise from the use of the leased area.
 - (vii) That no subletting be allowed.
 - (viii) That a deposit equal to one month's rental be levied.
- (d) That the lease as set-out in (a) to (c) above be advertised in terms of the Local Authorities Act, Act 23 of 1992, as amended at the cost of the lessee.
- (e) That the lessee be permitted to continue using the existing access over Erf 1318, Swakopmund for the duration of the lease, subject to (f) below.
- (f) That the lessee agrees that they will use the Windhoek Street access as soon as the development on Erf 1058, Swakopmund commences.

The lease period commenced on **01 September 2015** and lapsed on **31 August 2018**.

5. Delay in Signing of the Lease Agreement

Subsequent to a meeting that took place between the representatives of Messrs Desert Explorers CC and the municipal officials on **17 July 2015** it was concluded that:

- a rental charge for the area used free of charge might be considered.
- In this regard DEX CC will submit a request to again consider the set-off of their costs for improvements to the parking area instead of rental.
- DEX CC will keep audited statements of their actual expenses incurred specifically for reasonable upgrading / renovation of the parking area.

The delay in determining the size of the paved area and the commencement of the actual paving of the area resulted that no agreement was in place for this period. The understanding between the parties was that the parking area was first to be upgraded and paved before a lease agreement for the new period could be concluded. The upgrading and the paving were done before the festive season of 2016. We have received the statements reflecting the cost on **26 January 2017**.

Uncertainty also existed regarding the size of the land Messrs Desert Explorers CC uses for parking; it was then established that the actual size of the parking area is 1 500m² and not 247m².

Council on **27 October 2016** under item 11.1.14 approved the new size as follows:

- (a) That point (a) (ii) below of Council's resolution passed on 28 July 2016 under item 11.1.7:
 - (i) A portion of land measuring 5 443m² be amended to reflect the actual size as 1 500m².
- (b) That point (b) (ii) and (iii) below of Council resolution passed on 28 July 2016 under item 11.1.7 be repealed:
 - (ii) That the specific use of the portion measuring approximately 247m² be set-off against the cost in the amount of N\$139 871.20 for the renovation / upgrading of the portion by the lessee
 - (iii) That the lessee provides audited statements reflecting the costs incurred in (ii) above.

and replaced with the following:

 - (ii) That the rental tariff of N\$1.50/m² x 1 500m² = N\$2 250.00 + (15% Vat) N\$337.50 = N\$2 587.50 = be approved, subject to 10% annual escalation, starting 1 July 2017.
 - (iii) That the rental fee for the parking area be levied back dated from 1 September 2015.
- (c) That it be noted that Messrs Desert Explorers Adventure CC accepts the new size, being 1 500m² at a monthly rental tariff of N\$1.50/m² per month.
- (d) That the use of the area be monitored not to exceed 1 500m.

Area Used for Camel Rides

Furthermore, it was established the area where the camels are standing before used for tour rides in the desert by Messrs DEXA CC forms part of Erf 1318,

Swakopmund. On **14 February 2017** it was confirmed via e-mail (attached as **Annexure "E"**) by the Housing Project Co-ordinator of the Engineering Services Department that the square meters of the camel area is 1 575m².

To keep the camels on site for tour rides Council approved the lease of the area on **27 April 2017**, under item 11.1.15:

- (a) That it be noted that there is no lease agreement in place with Messrs Desert Explorers Adventures Centre CC since lapsing of the lease period on 31 August 2015 due to the upgrading of the public parking area and uncertainty at the time of the size thereof.
- (b) That it be noted that Messrs Desert Explorers Adventures Centre CC upgraded the parking area and submitted tax invoices as proof for the cost incurred (Annexure "H") (on file).
- (c) That the amount of N\$218 852.49 (cost of paving of the parking area) be set-off against the monthly rental in the amount of N\$141 284.87 at 16 January 2017.
- (d) That the Finance Department credit the account with the remaining balance of N\$77 567.32.
- (e) That it be noted that Messrs Desert Explorers Adventures Centre CC also lease a portion of land measuring 1 575m² for camel rides.
- (f) That the monthly rental fee for the camel ride area be the same as the paved area i.e.:
 - $N\$1.50/m^2 \times 1\,575m^2 = N\$2\,362.50 \times 10 \text{ months (1 September 2015 - June 2016)} = N\$23\,625.00 + 15 \text{ Vat (N\$3\,543.75)} = N\$27\,168.75$
- Escalation of 10% on 1 July 2016:
 - $N\$1.65m^2 \times 1\,575m^2 = N\$2\,598.75 \times 11 \text{ months (1 July 2016 - 1 May 2017)} = N\$28\,586.25 + 15\% \text{ Vat (N\$4\,287.94)} = N\$32\,874.19$ (which is applicable until escalation for 2017 comes into effect).
- (g) That rental for the camel ride area be levied back dated from 01 September 2015 to 01 May 2017, taking into consideration Council's resolution to be passed still and the compilation of the lease agreement by Council's legal representative at the cost of Messrs Desert Explorers Adventure Centre CC. i.e. ±N\$60 042.694.
- (h) That Messrs Desert Explorers Adventures Centre CC be responsible for the maintenance of the upgraded parking area.

6. Current Situation

Attached as a (**Annexure "F"**) a notice dated **05 July 2018** that was sent to Messrs Desert Explorers CC notifying them of the expiry of the lease period on **31 August 2018**. An email dated **05 October 2018 (Annexure "G")** was received from them confirming that they intend to renew the lease agreement for a further 5 years.

7. Proposal

During the previous lease period no complaints were received from the general public. It is proposed that Council considers renewing the lease agreement for 5 years, commencing **1 September 2018** to **31 August 2023** to reduce the administrative burden of short periods such as three years. The lease agreement will be subject to Council's standard lease conditions and any additional conditions Council may deem fit.

It is therefore:

RECOMMENDED:

- (a) That the application to renew the lease agreement for a further 5 years by Messrs Desert Explorers CC to lease the following three portions of land on Erf 1318, Swakopmund, be approved:

- (iv) A portion of land measuring $\pm 62.00\text{m}^2$ onto which their containers encroach
 (v) A portion of land measuring 1500m^2 for parking area and
 (vi) A portion of land measuring 1575m^2 for camel ride area

- (b) That lease period commences on 01 September 2018 until 31 August 2023.

- (c) That the following terms and conditions be applicable and any additional conditions that Council may deem fit:

- (i) That the lease period be 5 years at rental amounts as set - out below, with 10% annual escalation on 1st July 2019, and annually thereafter:

Portion Of Land	Price/M ²	15 % Vat	Total Price
Container Area	$62\text{ m}^2 \times \text{N\$ } 19.35 = \text{N\$ } 1199.70$	+ N\$ 179.95	N\$ 1379.66
Parking Area	$1500\text{ m}^2 \times \text{N\$ } 1.82 = \text{N\$ } 2730.00$	+ N\$ 409.50	N\$ 3139.50
Camel Area	$1575\text{ m}^2 \times \text{N\$ } 2.00 = \text{N\$ } 3150.00$	+ N\$ 472.00	N\$ 3622.50

- (ii) That the lease be terminable by either party giving or receiving three (3) months written notice.
 (iii) That Council reserves the right to cancel the lease if valid objections from the public are received.
 (iv) That the lessee shall indemnify and keep Council indemnified during the full period of the agreement against possible claims, which may arise from the use of the leased area.
 (v) That no subletting be allowed.
 (vi) That a deposit equal to one month's rental be levied.
- (d) That the lease as set-out in (a) to (c) above be advertised in terms of the Local Authorities Act, Act 23 of 1992, as amended at the cost of the lessee.
- (e) That the lessee be permitted to continue using the existing access over Erf 1318, Swakopmund for the duration of the lease, subject to (f) below.
- (f) That the lessee agrees that they will use the Windhoek Street access as soon as the development on Erf 1058, Swakopmund commences.
- (g) That Messrs Desert Explorers CC be responsible for the maintenance of the upgraded parking area.

"FOR CONSIDERATION"

Acting GM: CS & HR
 (brv)



MUNICIPALITY OF SWAKOPMUND

Ref No: E 1318

Enquiries: Ms B Ramos Viegas

(064) 4104215
(064) 4104208
53 Swakopmund
NAMIBIA
www.swkmun.com.na
bramosviegas@swkmun.com.na

24 July 2019

Messrs Desert Explorers Adventure Centre CC
P O Box 2567
SWAKOPMUND
22001

Attention: Mr P A Marques Coimbra

Dear Sir

COPY OF SIGNED MEMORANDUM OF LEASE FOR 3 PORTIONS OF LAND ON
ERF 1318, SWAKOPMUND

Attached, a copy of the signed Memorandum of Lease for your records for period
01 September 2018 until 31 August 2023 for a period of 5 years which consist of the
following 3 portions of land:

- (1) A portion of land measuring $\pm 62.00\text{m}^2$ onto which the containers encroach
- (2) A portion of land measuring 1500m^2 for parking area and
- (3) A portion of land measuring 1575m^2 for a camel ride area.

Should you have any further enquiries, please do not hesitate to contact Ms B Ramos
Viegas at ☎ 064-4104215.

Yours faithfully

Mr M P C Swarts
GM: CORPORATE SERVICES & H R

/brv

Copies: GM: Finance
All: Debtors Clerk, please
continue by levying the
monthly rentals.

All correspondence must be addressed to the Chief Executive Officer

AGREEMENT OF LEASE



ENTERED INTO BY AND BETWEEN

MUNICIPAL COUNCIL OF SWAKOPMUND

a local authority established in terms of the Local Authorities Act 23 of 1992, represented herein by

ALFEUS BENJAMIN or MARCO PETER CLIFF SWARTS or CLARENCE CLAUDE MCCLUNE or CLIVE LESLEY LAWRENCE or HELLAO INARUSEB

in their respective capacity as CHIEF EXECUTIVE OFFICER or ACTING CHIEF EXECUTIVE OFFICER

and

ERKKIE SHTANA or JASON KLEOPAS NGWENA

(in their respective capacities as CHAIRPERSON OF THE MANAGEMENT COMMITTEE or ALTERNATE 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)

(Hereinafter referred to as "the Lessor")

AND

DESERT EXPLORERS CC

a close corporation with limited liability duly incorporated as such in accordance with the laws in force under registration number CC/96/407, herein represented by PAULO ALEXANDRE COIMBRA in his capacity as member and duly authorized thereto

[Handwritten signatures and initials]

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(Hereinafter referred to as "the Lessee")

1. INTRODUCTION

- 1.1 The Lessor is the registered owner of the Property;
- 1.2 The Lessee wishes to rent the Premises from the Lessor and the Lessor is willing to lease the Premises to the Lessee; and
- 1.3 The parties have reached agreement regarding the terms that shall govern the lease and wish to record same in writing.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In this lease, unless the context indicates otherwise, the following expressions shall have the meanings assigned to the hereunder and cognate expressions shall have a similar meaning:

- 2.1.1 "the Commencement Date" - means the date on which this lease comes into operation, namely 1 September 2018;
- 2.1.2 "the deposit" - means an amount equal to one month's rental, as referred to in clause 6;
- 2.1.3 "the Rehabilitation Deposit" - means an amount of N\$10,000.00 (Ten Thousand Namibia Dollars), as referred to in clause 7;
- 2.1.4 "the Expiry Date" - means the day on which this lease expires, namely 31 August 2023;
- 2.1.5 "this Lease" - means this agreement of lease concluded between the Lessor and the Lessee pertaining to the Premises, including any amendments thereof;
- 2.1.6 "Lease Period" - means the period for which this lease subsists, including any period for which it may be renewed;

[Handwritten signatures and initials]

"month" - means a calendar month;

2.1.7 "the parties" - means the parties to this Lease, the Lessor and the Lessee, and "party" means one of them;

2.1.8 "the Property" means Erf 1318, Swakopmund;

2.1.10 "the Premises" means three portions of Erf 1318, Swakopmund, namely –

2.1.10.1 a portion of land measuring 62 square meters ("container area");

2.1.10.2 a portion of land measuring 1,500 square meters ("parking area"); and

2.1.10.3 a portion of land measuring 1,575 square meters ("camel ride area"),

as depicted in the diagrams attached hereto, marked annexure "A";

2.1.11 "the Rental" means the amount of monthly rental payable in terms of this Lease, as referred to in clause 5 below;

2.1.12 "the Signature Date" means the date on which this Lease is signed by the last party signing.

2.2 In this Lease, unless a contrary intention clearly appears, words importing:

2.2.1 any one gender include the other genders;

2.2.2 the singular include the plural and vice versa; and

2.2.3 natural persons include created entities (corporate or non-corporate) and vice versa.

[Handwritten signatures and initials: S, J, AS, RD, and others]

2.3 If any provision in a definition is a substantive provision imposing rights or obligations on any party, notwithstanding that it is only in the definition clause, such definition shall give rise to rights and obligations and effect shall be given to it as if it was a substantive provision in the body of the agreement.

2.4 When any number of days is prescribed in this Lease, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2.5 Where this Lease refers to or requires any consent, notice, demand, record or report, it shall be required that such be in writing to be effective, which shall include an electronic or facsimile version thereof.

2.6 Any provision of this Lease imposing a restraint, prohibition or restriction on the Lessee shall be so construed that the Lessee is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the Premises, including (without limiting the generality of this provision) the Lessee's associates, patrons, members, employees, agents, customers, workmen, contractors, or anyone associated with the Lessee or his activities on the Premises.

2.7 Clause headings appear in this Lease for the purposes of reference and guidance only and shall not influence the proper interpretation of this Lease.

3. LETTING AND HIRING

3.1 The Lessor hereby lets to the Lessee, who hereby hires the Premises, subject to the terms and conditions of this Lease.

3.2 The Premises are hereby let to and hired by the Lessee for the purpose of camel rides, parking and to accommodate the portion of the Lessee's container which encroaches onto Erf 1318, Swakopmund and including any activities

[Handwritten signatures and initials: S, J, AS, RD, and others]

Page 6 of 23

reasonably associated therewith and any other business activity to which the parties may agree to in writing.

4. DURATION OF THE LEASE AND THE LEASE PERIOD

4.1 Irrespective of the Signature Date, this Lease shall commence on 1 September 2018, and shall endure for a fixed term until 31 August 2023, when this Lease shall terminate and the Lessee shall vacate the Premises, unless renewed in accordance with the provisions of clause 4.2 infra.

4.2 Notwithstanding the duration of this Lease for a fixed term as referred to in clause 4.1 above, this Lease shall be terminable on 3 months' written notice by any of the parties to the other:

4.2.1 OPTION OF RENEWAL

4.2.1.1 The Lessee shall have the option to negotiate the renewal of the Lease for a further period of 3 (three) years on the same terms and conditions.

4.2.1.2 The right to apply for renewal shall be exercised by notice in writing from the Lessee to the Lessor given and received not later than 3 (three) months prior to the date on which the renewal period is to commence, and shall lapse in the discretion of the Lessor if not so exercised.

4.2.1.3 The Lessee may not, however, exercise the right of renewal while in breach or default of any of the terms of the Lease.

4.2.1.4 If the Lease does not endure at least for the full term for which it is initially contracted, the right of renewal shall lapse and any notice of exercise thereof given prior to such lapsing shall be null and void.

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5. RENT AND PAYMENTS

5.1 As from the Commencement Date, the Lessee shall pay monthly rental to the Lessor as follows:

5.1.1 IN RESPECT OF THE CONTAINER AREA:

N\$19.35 (Nineteen Namibia Dollar and Thirty Five Cents) per square meter in respect of the portion of land measuring 62.00 (Sixty Two) square meters, plus 15% VAT thereon, per month, calculated as from 1 September 2018, subject to an escalation of 10% effective as from 1 July 2019, therefore the respective monthly rental payable for the various periods are as follows:

1 July 2018 to 31 August 2018 = N\$1 300.22

IN RESPECT OF THE PARKING AREA:

5.1.2.1 N\$1.82 (One Namibia Dollar and Eighty Two Cents) per square meter in respect of the portion of land measuring 1,500 (One Five Zero Zero) square meters, plus 15% VAT thereon, calculated as from 1 September 2018, subject to an escalation of 10% effective as from 1 July 2019, therefore the respective monthly rental payable for the various periods are as follows:

1 July 2018 to 31 August 2018 = N\$3 130.80

5.1.2 IN RESPECT OF THE CAMEL RIDE AREA:

N\$2.00 (Two Namibia Dollar Only) per square meter in respect of the portion of land measuring 1,575 (One Five Seven Five) square meters, plus 15% VAT thereon, calculated as from 1 September 2018, subject to an escalation of 10% effective as from 1 July 2019, therefore the respective monthly rental payable:

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1 July 2018 to 31 August 2018 = N\$3 620.22

5.2 The Rental shall be paid monthly in advance on the 1st day of each calendar month, free of any bank charges and exchange, by electronic funds transfer into the Lessor's bank account held in Namibia, the detail of which the Lessor may notify the Lessee of in writing from time to time. Currently, the bank account allocated for the payment of the Rental is the following:

Account Name: Swakopmund Municipality
Bank: First National Bank
Account Number: 622 4990 3309
Branch Code: 280 472

5.3 The Lessee shall not for any reason whatsoever withhold, defer, make any deduction from or set off against the Rental any payment or claim which may be due by the Lessor to the Lessee, from whatsoever cause arising.

5.4 Any amount payable by the Lessee as Rental which remains unpaid after it has become due, shall bear compound interest at a rate equal to the prime lending rate of the Lessor's bankers applicable to unsecured loans to its first class clients, as may be applicable from time to time, provided that the interest shall only accrue as from the 8th day from when it becomes due. The said interest shall be calculated daily but compounded monthly in arrears on the last day of each calendar month. In any dispute or proceedings, the rate of interest shall prima facie be proven by a certificate issued by a manager of the said bank, whose authority need not to be proven.

5.5 The parties report that the Lessee has expended an amount of N\$218,863.40 (Two Hundred and Eighteen Thousand Eight Hundred and Fifty Two Namibia Dollars and Forty Nine Cents) in respect of the paving of the parking area (portion of land measuring 1500 square meters) and the parties have agreed that this amount be set off against the rental due and owing as at 18 January 2017, in respect of the portion of land measuring 1500 square meters, to wit: N\$141,264.82 (One Hundred and Forty One Thousand Two Hundred and Eighty Four Namibia Dollars and Eighty Seven Cents). The Lessor shall cause

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the balance, being N\$77,567.32 (Seventy Seven Thousand Five Hundred and Sixty Seven Namibia Dollars and Thirty Two Cents) to be credited to the Lessee's account.

6. DEPOSIT

- 6.1 The Lessee shall pay a deposit of N\$7,080.32 (Seven Thousand and Eighty Namibia Dollars and Thirty Two Cents) (VAT excluded) to the Lessor on date of signature herof. The parties record that the deposit has been calculated to be equal to one month's rental due and payable as at date of signature herof. The Lessor shall be entitled to apply the whole or portion thereof to the payment of the rental or settlement of any other liability for which the Lessee is responsible in terms of this Lease. If any portion of the deposit is so applied, the Lessee shall forthwith on demand thereof by the Lessor reinstate the deposit in full. The deposit shall be retained by the Lessor until termination of the Lease, the vacation of the Premises by the Lessee and the complete discharge of the Lessee's obligations to the Lessor arising from the Lease, whereafter it shall be refunded to the Lessee. The Lessee shall not be entitled to set off against the deposit any rental or any other monies payable by it in terms of the provisions of this Lease.
- 6.2 The deposit shall be adjusted annually on 1 July to all times be equal to one month's rental. The Lessor shall be entitled to apply the whole or portion thereof towards payment of the rent, electricity or water charges, maintenance, or any other liability for which the Lessee is liable in terms hereof. If any portion or the whole (as the case may be) of the deposit is so applied, the Lessee shall forthwith reinstate the deposit to correspond with one month's rental on demand thereof. The deposit shall be retained by the Lessor until the expiry/termination of this Lease, the vacation of the Premises by the Lessee and the complete discharge of the Lessee's obligations as contained herein.
- 6.3 The Lessee shall not be entitled to set off against the deposit any rental or other amount payable by it.

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7. REHABILITATION DEPOSIT

- 7.1 For the purpose of having at the disposal of the Lessor, funds to finance (partly or completely) the rehabilitation of the Property, the Lessee is required make a once off payment of a refundable rehabilitation deposit of N\$90 000.00 (Ten Thousand Namibia Dollars) payable to the Lessor, on the Commencement Date.
- 7.2 The rehabilitation deposit has been determined by the Lessor's General Manager, Engineering Services, being an estimate of rehabilitation costs should the Lessee fail to rehabilitate the Property on the expiry/termination of the lease. The deposit shall be retained by the Lessor until the expiry/termination of the lease, the vacation of the Property by the Lessee and the complete discharge of the Lessee's obligations as contained herein.
- 7.3 The Lessee has complied with 7.1 and paid the required deposit. The deposit shall be adjusted annually with 10%.
- 7.4 Should the Lessee not comply with any of its obligations to rehabilitate the Property, upon termination thereof, or in circumstances where the lease is terminated in terms of clauses 4 and 17, the Lessor shall be entitled to rehabilitate or to procure the rehabilitation of the Property, provided that it has demanded such rehabilitation in writing from the Lessee and granted 60 days to do the rehabilitation as demanded. The costs of rehabilitation then done or procured by the Lessor shall be paid from the rehabilitation deposit.
- 7.5 Upon expiry of the lease period and provided that:
 - 7.5.1 the rehabilitation has been satisfactorily completed; and
 - 7.5.2 the Lessor is not in breach of any of its other obligations in terms of this agreement, the Lessor shall make payment to the Lessee of the deposit.

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8. OCCUPATION

- 8.1 The parties hereby record that the Lessee is already in occupation of the Premises, as required.
- 8.2 In the event of the Lessee not being able to enjoy the beneficial occupation of the Premises as a result of it having been materially damaged by fire, earthquakes, weather storms, riot activity of the like, and the Lessor -
 - 8.2.1 first, within 30 (thirty) days of the date of the damage or other occurrence, to give the Lessor notice that it intends to keep the Lease alive. The Lessee shall be deemed to have been cancelled on the date that the damage occurred and the Lessor shall refund to the Lessee all Rental paid in advance for any period beyond the date of such damage and the Deposit; or
 - 8.2.2 has given notice to the Lessee as aforesaid, the Lessor shall restore the Premises to a tenable condition as expeditiously as practicable and the Lessee shall be entitled to a total or partial remission of the Rental according to the extent to which and the period for which it was deprived of or continues to be deprived of beneficial occupation of the whole of the Premises.

and, save as provided in clauses 8.2.1 and 8.2.2 above, the Lessee shall have no other claims whatsoever against the Lessor.

9. ELECTRICAL AND MUNICIPAL SERVICES TO THE PREMISES / INDEMNITY

- 9.1 The Lessee shall, at its own cost, apply for, source, install and maintain a dedicated electricity supply point, the rendering of municipal services, telecommunication services and security services to the Premises, as required.
- 9.2 The Lessee shall from the Commencement Date and for the duration of the Lease promptly pay for
 - 9.2.1 all charges which may become payable to the applicable electricity

supplier (currently Erongo RED) for the supply of electricity and other electrical services tender to the Premises.

9.2.2 all charges for municipal services rendered to the Premises, including those relating to the supply and consumption of water, sewerage, fire services, refuse removal and the like;

9.2.3 all charges arising out of any telecommunication, electronic and internet services supplied to the Premises.

9.3 The Lessee shall enter into dedicated service agreements and accounts with the Swakopmund Municipal Council, the electricity supplier (currently Erongo RED) and the suppliers of telecommunication, electronic and internet services to the Premises.

9.4 In the event of the Lessee failing to make payment of any of the aforesaid charges, the Lessor shall have the right, without prejudice to his other rights in law or under this Lease, to effect payment thereof and to immediately recover the amount(s) so expended from the Lessee.

10. ACKNOWLEDGEMENTS BY LESSEE REGARDING THE PREMISES

The Lessee acknowledges and the parties record the following pertaining to the Premises:

10.1 The Lessee has thoroughly inspected the Premises and is informed and aware of its nature, lay-out, state and condition, which it accepts as is.

10.2 The Premises are let and occupied subject to the conditions contained in the title deed of the Property and the provisions of the applicable town planning scheme.

10.3 All assets and goods brought onto the Premises by the Lessee, its customers, patrons, workmen or contractors shall be at the sole risk of the Lessee, without the Lessor incurring any responsibility or liability whatsoever relating thereto.

10.4 Any person who may enter upon the Premises shall be at the sole risk of the

Lessee without the Lessor incurring any responsibility or liability to such person.

10.5 The Lessor shall not be liable for any loss sustained by the Lessee or any other person by reason of any burglary, theft, damage, or fire on the Premises or any damage suffered by the Lessee or any other person as the result of the condition or defect of or any activity on the Premises.

10.6 The parties record that the activities are inherently risky and may create opportunity for causing damage, injury and/or death.

10.7 The Lessee indemnifies the Lessor against all and any liability or claims of whatever nature by any person including (but not limited to) any member of the public, employees of the Lessee or the Lessor; the contractors and their employees or sub-contractors of the Lessee or the Lessor; any authorities; customers, any visitors to the Property, or animals on the Property such claims or liabilities arising from either: the Lessee's occupation of the Property; the Lessee's catering activities, quad biking operations or any associated activities; the condition of the Property; the transport of anything or any person to and from the Property or any other actions or omissions (of whatsoever nature or cause) of the Lessee or its members, customers, contractors, employees, visitors or animals on the Property associated with the Lessee's tourism activities.

10.8 The Lessee shall have no claim for damages against the Lessor and may not withhold or delay any payment due to the Lessor by reason, directly or indirectly, as a result of:

10.8.1 A breach by the Lessor of any of its obligations under this Lease;

10.8.2 Any act or omission of the Lessor or any agent or servant of or contractor to the Lessor, whether or not negligent, or otherwise actionable at law, and including (but not limited to) any act or omission of any official employee, or contractor.

10.8.3 The condition, state of repair or lack of special attributes, at any time of the Property, the improvement, or any part of the Property; or

- 10.8.4 Any other event or circumstance whatever occurring, or failing to occur upon, in, or about the Property, whether or not the Lessor could otherwise be held liable for such occurrence, circumstance or failure.
- 10.8.5 The Lessor shall not, however, be excused from specific performance of any of its obligations under this Lease, whether express or implied, and particularly (but not only) its obligations to afford the Lessee beneficial occupation and enjoyment of the Property as contemplated by this Lease.

11. ACTIVITIES AT THE PREMISES AND ON THE PROPERTY

11.1 During the subsistence of this Lease, the Lessee shall:

- 11.1.1 comply with all laws and by-laws applicable to the Property and those relating to the activities conducted at the Premises and shall not allow any illegal activity which may become known to him, at or near the Premises;
- 11.1.2 not cause or allow any activities on and in the vicinity of the Premises to become a nuisance, unreasonable annoyance or discomfort to other occupiers of the Property or the occupiers of the surrounding buildings and generally to other members of the public;
- 11.1.3 at all times comply with and follow the best practices and standards applicable in the tourism industry in Namibia;
- 11.1.4 ensure that all signage and promotional items brought onto and activities conducted at or near the Premises are and remain in good taste, in compliance with any statutes or regulations applicable thereto and the requirements of the local authority council;
- 11.2 The Lessee shall not be entitled to erect any permanent structures or fixtures on the Premises, save for levelled concrete floors, minor low supporting walls and curbing in order to support non-permanent structures and to beautify the Premises and the surrounding areas. Such structures shall be erected with the

consent of the Lessor, which will not be unreasonably withheld. Unless otherwise agreed with the Lessor, the Lessee must, at his own costs, remove any such permanent structures from the Premises upon the termination of this Lease.

- 11.3 The Lessee has, at his own costs and risk, placed and erected non-permanent improvements and structures on the Premises, to provide for such areas and enclosures to accommodate its intended business activities. These are in the form of modified shipping containers and removable wooden structures. During the subsistence of this Lease, the Lessee is required to maintain the non-permanent improvements in a condition acceptable to the General Manager, Engineering Services.
- 11.4 The non-permanent improvements and structures which the Lessee may erect on the Premises shall not become the property of the Lessor, unless otherwise agreed, and shall all at all times remain the property of the Lessee or its owner.
- Upon the termination of the Lease for whatsoever reason, the Lessee shall, at its costs and risk, be entitled to remove the non-permanent improvements and structures from the Premises.
- 11.5 The Lessor shall provide and where necessary obtain such consents and authorities which the Lessee may reasonably require to lawfully conduct its business activities from the Premises and to erect non-permanent improvements and structures on the Premises as aforesaid.

12. MAINTENANCE AND REPAIRS OF THE PREMISES AND STRUCTURES

- 12.1 The Lessee shall, at its own expense and without recourse to the Lessor throughout the Lease Period:
- 12.1.1 install, maintain and keep in good working order and condition all of the Premises and all parts thereof, including (without the generality being restricted) the non-permanent improvements and structures thereon, the drainage and sewerage system, the electrical system and installations and the water reticulation system serving the Premises;

12.1.2 maintain and keep in good condition the paved parking area at the Premises;

12.1.3 keep the drainage systems and parking areas to and on the Premises clean and tidy and free of any accumulation of dirt, oily or flammable substances and any obstruction;

12.2 The Lessor shall not be responsible for any maintenance of anything erected or brought onto the Premises by the Lessee.

13. SUBLETTING, PARTING WITH POSSESSION AND USE OF THE PREMISES

The Lessee shall not, without the Lessor's prior written consent, which shall not be unreasonably withheld:

13.1 sublet the Premises or any portion thereof; or

13.2 part with possession of the Premises or any portion thereof; or

13.3 use or occupy the Premises or allow it to be used or occupied for any other purpose than conducting its business activities, as referred to herein.

14. FURTHER IMPROVEMENTS AND RULES REGULATING ACTIVITIES ON THE PROPERTY

14.1 The Lessee and the Lessor may from time to time jointly consider and agree on:

14.1.1 any alterations to and improvements to the Property, which shall be undertaken on such terms as they may agree;

14.1.2 rules and regulations pertaining to the business activities and that of others which may be applicable to the Property to ensure order, security, the beautification, integrity and stability, access to and regress from, and the general benefit of the Property and the business activities thereat, and which shall be binding upon the parties as if agreed to as part of this Lease.

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14.2 The Lessor hereby affords the Lessee and anyone who visits the Premises with the right of way over the Property, Erf No 1316, Swakopmund for access to and from the Premises along such route as may be agreed upon between the parties.

14.3 The Lessee hereby acknowledges that the access to and from the Premises is via Windhoek Street and undertakes to make use of that access should Erf 1058, Swakopmund be developed beyond its current state.

14.4 Any alterations, changes or improvements made to the Premises shall be for the account of the Lessee.

14.5 If the Lessee does add fixtures and fittings or alter, change or improve the Premises, whether in breach of this lease or not, the Lessee shall, if so notified by the Lessor at the termination of this lease, at its own costs restore the Premises to the condition it was prior to the alterations, changes or improvements having been made. The Lessor shall give the aforesaid notice to restore the Premises to the Lessee no later than 21 (twenty one) days of the Lessee having returned possession of the Premises to the Lessor upon the termination of the lease. This clause shall not in any manner limit the Lessor's remedies in consequence of a breach of this Lease.

14.6 Unless otherwise agreed at the time of being installed or affected, or unless removed after the aforesaid notice by the Lessor, the fixtures and fittings installed or the alterations, changes or improvements made to the Premises by the Lessee, shall, upon the termination of the lease, become the sole property of the Lessor without the Lessor having any liability thereto.

14.7 Unless otherwise agreed to at the time of it being affected, the Lessee shall not under any circumstances be entitled to claim any compensation for any fixtures, fittings, alterations, changes or improvements made to the Premises, whether claimed during the Lease Period or at the termination of the lease.

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15. SUNDRY OBLIGATIONS BY THE LESSEE

The Lessee shall:

- 15.1 keep the Premises clean and tidy;
- 15.2 not bring into the Premises any article or conduct any activity thereon, which, by reason of its nature, weight or other characteristics, is liable to cause irreparable damage to the Property;
- 15.3 not leave refuse or allow it to accumulate in or about the Premises except in the refuse bins allocated and shall procure adequate refuse bins from the local authority council to accommodate its refuse;
- 15.4 have the installation of the electrical, plumbing or gas installations or systems serving the Premises done by a suitably qualified tradesman;
- 15.5 keep the Premises open for business activities during ordinary business hours applicable to its activities.

16. LESSOR'S RIGHT OF ENTRY TO THE PREMISES

- 16.1 The Lessor or their representatives, agents, servants, and contractors may, at all reasonable times after having given notice to the Lessee, enter the Premises in order to:

- 16.1.1 inspect them and carry out any necessary assessments, repairs, replacements or other works to the Property; or
- 16.1.2 perform any other lawful function in the *bona fide* interests of the Lessor or any of the other occupants of the Property; or
- 16.1.3 for purposes of carrying out work for any necessary repairs, replacements or other works required elsewhere on the Property.

but the Lessor shall ensure that these rights are exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Premises.

by the Lessee

17. BREACH

- 17.1 In the event of either one of the parties ("the defaulting party") committing a breach of any of the terms of this lease and failing to remedy such breach within a period of 21 (twenty one) days after receipt of a written notice from the other party ("the aggrieved party") calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled at its sole discretion and without prejudice to any other rights in law and/or in terms of this Lease, either to claim specific performance of the terms of this Lease or to cancel this Lease forthwith and without further notice and claim damages from the defaulting party; Provided that if the Lessee fails to pay any Rental due in terms of this lease three times during any calendar year, then upon the third breach, the Lessor shall be entitled immediately to implement any of the remedies referred to above, including immediate cancellation, without first having to give the Lessee written notice to rectify such breach.

- 17.2 In the event of the defaulting party being

- 17.2.1 the Lessee, the full amount of the Deposit shall on cancellation of this lease be forfeited in favour of the Lessor, subject to any remedies in that regard which are available to the Lessee or the Lessor in law;
- 17.2.2 the Lessor, the Lessee shall not later than 30 (thirty) days after cancellation of this lease receive from the Lessor the Deposit, less any deductions lawfully made therefrom in terms of clause 6 above.

- 17.3 Should there be a dispute as to the termination by the defaulting party, the Lessor shall retain the Deposit in trust until such dispute is resolved either by agreement between the Lessor and the Lessee or by order of a competent court.

- 17.4 In the event of the Lessor having cancelled this Lease justifiably but the Lessee remaining in occupation of the Premises, with or without disputing the cancellation, the Lessee shall be obliged to pay, and the Lessor shall be entitled

to recover and accept all payments of Rental and any other amounts which would have been payable to the Lessor but for the cancellation, without prejudice to and without affecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the Lessor by reason of the unlawful holding over on the part of the Lessee.

18. DOMICILIUM CITANDI ET EXECUTANDI

18.1 LEGAL PROCESS

The parties hereby choose as their *domicilia citandi et executandi* for all legal process in terms of this Lease at the following physical addresses

LESSOR: cnr Rakatoka Street & Daniel Kambo Avenue, Swakopmund
LESSEE: the Premises

18.2 NOTICES

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

LESSOR:	Facsimile number:	085 614 514
	E-mail address:	archives@swkmun.com.na
	Postal address:	P O Box 53, Swakopmund
	Physical address:	cnr Rakatoka Street & Daniel Kambo Avenue Swakopmund
LESSEE:	E-mail address:	accounts@namibiadesurftexplorers.com
	Physical address:	the Premises
	Contact no:	064 406 096

18.3 In the case of any notice

18.3.1 sent by prepaid registered post, it shall be deemed to have been received, unless the contrary is proved, on the tenth day after posting;

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18.3.2 sent by fax or e-mail, it shall be deemed to have been received, unless the contrary is proved, on the next business day after sending

18.3.3 delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day

18.4 Either party shall be entitled, by notice to the other, to change its *domicilium* to another address in the Republic of Namibia, provided that the change shall only become effective 21 (twenty one) days after service of the notice in question

19. WHOLE AGREEMENT, NON-VARIATION AND WAIVER

19.1 This document constitutes the entire record of the terms of the lease concluded between the parties

19.2 The parties record that the terms recorded in this Lease shall supersede all previous agreements (whether in writing or verbal) made by the parties and accordingly it constitutes a complete novation of any previous agreement(s) and negotiations between the parties, including the correspondences and other documents exchanged preceding the conclusion of this Lease

19.3 Neither party relies upon any warranties, representations, disclosures or expressions of opinion, which have not been incorporated into this Lease, upon entering into this Lease

19.4 No variation, novation or consensual cancellation of this Lease shall be of any force or effect, unless reduced to writing and signed by both parties

19.5 Neither party shall be regarded as having waived or be precluded in any way from exercising any right under or arising from this Lease, by reason of such party having, at any time, granted any extension of time for or having shown any indulgence to the other party with reference to any payment or performance to be made hereunder or having failed to enforce or delayed in the enforcement of any right of action against the other party. Any waiver of any parties' rights in

[Handwritten signatures and initials]

terms of this Lease shall only be effective if recorded in writing and signed by that party.

19.6 The failure of either party to comply with any non-material provision of this Lease shall not excuse the other party from performing the latter's obligations hereunder fully and timously.

0. CESSION AND ASSIGNMENT

20.1 The Lessor shall be entitled to cede any rights or assign or delegate any obligations in terms of this Lease, provided it has given notice thereof to the Lessee.

20.2 The Lessee shall, however, only be entitled to cede any rights or assign or delegate any obligations in terms of this Lease to any other party, with the Lessor's prior written consent, which shall not be unreasonably withheld.

1. NECESSARY POWERS AND AUTHORIZATION

21.1 The person signing this Lease on behalf of the Lessee hereby warrants that he is duly authorized to sign this Lease and shall, by virtue of his signing of this Lease, by agreement, be held to have signed this Lease also -

21.1.1 as Surety toward the Lessor for the due and punctual and strict fulfilment by the Lessee of all its liabilities and obligations arising from or under this Lease; and

21.1.2 as Co-Principal Debtor together with the Lessee to be held liable *in solidum* with the Lessee in respect of all the liabilities and obligations of the Lessee arising from or under this Lease.

2. APPLICABLE LAW, JURISDICTION AND COSTS

22.1 This agreement is governed by Namibian law.

22.2 The parties consent to and subject themselves to the jurisdiction of the Magistrate's Court with jurisdiction over their person in relation to any dispute or

matter to be adjudicated as arising from this Lease and despite the monetary claims at stake exceeding the monetary jurisdiction of the magistrate's courts in general, to which jurisdiction the parties hereby expressly consent.

22.3 Any legal costs incurred by a party to assert its rights in terms of this Lease on account of the breach of the other party of any of the terms of this Lease, shall be borne by the party in breach. Such costs shall be determined on an attorney and client scale.

22.4 The Lessee shall be liable for the legal costs of legal practitioners KINGHORN ASSOCIATES in attending to the preparation of this Lease agreement, which costs shall be payable upon demand thereto by the said legal practitioners.

3. MUTUAL CO-OPERATION

The parties undertake to pass all resolutions, sign all documents and take all reasonable and necessary steps to give effect to and ensure the proper discharge of their respective duties, functions and obligations in terms of this Lease.

Thus done and signed by the Lessor at Swakopmund on this 23 day of July 2019.


AS WITNESSES:

1.




On behalf of the LESSOR:
CHIEF EXECUTIVE OFFICER /
ACTING CHIEF EXECUTIVE
OFFICER

2.

On behalf of the LESSOR:
CHAIRPERSON: MANAGEMENT
COMMITTEE OR ALTERNATE
CHAIRPERSON OF MANAGEMENT
COMMITTEE

Thus done and signed by the Lessee at Swakopmund on this 10 day of July 2019.

AS WITNESSES:

1.



2.




On behalf of the LESSEE:
P A COIMBRA

ANNEXURE "D"

From: accounts <accounts@namibiadesertexplorers.com>
Sent: Wednesday, September 6, 2023 4:09 PM
To: Emilia Nakale <enakale@swkmun.com.na>
Subject: RE: lease to be renewed

Dear Emilia,

Thank you for your email.

Yes, we would like to renew.
Kindly advise how we should proceed.

Regards

Romana

From: Emilia Nakale <enakale@swkmun.com.na>
Sent: Wednesday, 6 September 2023 4:05 pm
To: accounts <accounts@namibiadesertexplorers.com>
Cc: accounts <accounts@namibiadesertexplorers.com>
Subject: lease to be renewed

Good Day

Please see attached agreement that lapsed on 31 August 2023, between Council and desert explore

Please respond by email or letter that you intent to continue leasing the municipal area as indicated on the letter

Regards
Emilia



EMILIA NAKALE

Property Officer | Corporate Services & Human Capital
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund
Office: +264 64 410 4217 | Email: enakale@swkmun.com.na
🔗 <https://protect-za.mimecast.com/s/44dCCMjXVnf7Dy3IG6ryK>
Thank you for considering the environmental impact of printing emails

Backlog-Current Account Details

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

11.1.3 **REQUEST FOR ADDITIONAL FUNDS (ECONOMIC DEVELOPMENT SERVICE DEPARTMENT) CAPITAL BUDGET 2023/2024**
(C/M 2023/10/26 - 3/1/1/1/1)

Ordinary Management Committee Meeting of 19 October 2023, Addendum 7.3 page 31 refers.

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

1. Introduction

The purpose of this submission is to seek Council's permission to transfer additional funds of N\$800 000.00 to vote 3500 310 182 00 in this 2023/2024 financial year to a total amount of N\$3 000 000.00.

2. Background

During 2023/24 financial year, Council made a budgetary provision of N\$2 200 000.00 for the construction of additional garages for the Fire Trucks, which include appliance room for filling, extension of the gym and external / site works at the Fire Brigade Building. During the completion of the drawings and the Bill of Quantities, the Engineering Department calculated that the budgeted amount of N\$2 200 000.00 will not be enough to complete this project. Therefore, it is proposed to attend to the project in phases and focus on the additional garages first.

3. Discussion

For Council to complete the project in phase one of the project, the additional amount of N\$800 000.00 is needed in this financial year to a total amount of N\$3 000 000 for the implementation of phase one of the project. A memo dated 23 June 2023 is attached for ease reference.

4. Conclusion

It is for this reason that Council is being requested to transfer the additional amount of N\$800 000.00 to this financial year 2023/24 to enable Council to complete this project successfully.

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

RECOMMENDED:

- (a) That Council approve the additional funds of N\$800 000.00 for the construction of additional garages for the Fire Trucks, which include appliance room for filling, extension of the gym and external/site works at the Fire Brigade Building.
- (b) That permission be granted to the General Manager: Finance to transfer the amount N\$800 000.00 to Vote: 350031018200 in this financial year to enable the Economic Development Services Department to complete the construction of this project.
- (c) That Council be updated on the project documentation and subsequent implementation thereof.

11.1.4 AVAILING OF FUNDS TO THE NEW FINANCIAL YEAR - MARKETING & COMMUNICATION PROJECTS

(C/M 2023/10/26 - 3/1/1/1/1, E 2827, 3/18/1)

Ordinary Management Committee Meeting of 19 October 2023, Addendum 7.4 page 32 refers.

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

Background

During the Financial Year 2022 / 2023, the Marketing & Communications Section, Corporate Services & Human Capital Department, budgeted for various capital projects.

The Marketing & Communications Section experience technical challenges during the procurement processes. Two (2) of these projects were advertised but the offers from the bidders were too high, therefore the projects could not be fully executed during the current Financial Year. The capital projects are detailed below as follows:

Capital project	Description	Vote number	Amount budgeted	Comments
Partitioning of Production Room	Partitioning of Production and Marketing & Communications offices - CS	150531017000	N\$50 000 (required) Currently no funds available on vote	Designs took long and bid was advertised but the offers exceeded the budgeted amount. The bid is to be readvertised.
Live Streaming Camera and Equipment	Development of live streaming equipment for Council meetings and events	150531017500	N\$250 000 (required)	Bid was advertised but the offers exceeded the budgeted amount. The bid is to be readvertised. Alternative but compatible equipment identified. Funds are not sufficient.

The request to transfer funds for capital projects from the previous Financial Year 2022/2023 to the new Financial Year 2023/2024 was submitted to Management Committee for approval. Council on 31 August 2023 under item 11.1.16 resolved as follows:

That this item be referred back.

1. Partitioning of Production and Marketing & Communications offices

The informal quotation that was provided by the supplier; Alpro Aluminum Glass, for the partitioning of two offices in the Corporate Services Division. The total cost offered was N\$29 368.70. Bids for the partitioning of the two offices were advertised and the offers received ranged from N\$53 382.96 to N\$73 485.00, which was not economically beneficial to Council. It should also be noted that the supplier, Alpro Aluminum Glass did not participate in the bidding.

Procurement Committee on 24 June 2023 under item 8.2 resolved:

8.2 W/RFQ/SM-009/2023: PARTITIONING AT CORPORATE SERVICES PRODUCTION ROOM & MARKETING OFFICE (PC 14 June 2023 E2827)

RESOLVED:

That the bid, W/RFQ/SM-009/2023: Partitioning at Corporate Services Production Room & Marketing Office be cancelled because all bid received are economically not beneficial to Council, and the General Manager: Corporate Services and Human Capital be permitted to re-advertise.

The total amount of **N\$50 000.00** that was budgeted for the project: **Partitioning of Production and Marketing & Communications offices Vote 150531017000**, was sufficient to complete the project in the previous Financial Year 2022/2023 although it was resolved that the General Manager: Corporate Services & Human Capital be permitted to readvertise the bid. The bid was not re-advertised before the end of the previous Financial Year. It was therefore requested for the funds to be transferred to the next Financial Year 2023/2024. Currently there are no funds available on the Vote 150531017000.

2. Live Streaming Camera and Equipment

Live streaming of Council's meetings and events is very important. Live streaming an event allows Council to reach and interact with more people across the world. One of the top advantages of live streaming is that Council can connect with a wider audience, sharing insights and opinions and promoting the value of Council's brand and vision.

Council experiences a very low audience turn out at the Council's meetings and events. Live streaming of these events and meetings will reach more audience simultaneously both live and on social media platforms.

The General Manager: Corporate Services & Human Capital called for bids for the **Supply and Delivery of Audio Speakers (G/RFQ/SM-001/2023)**.

Procurement Committee on 1 February 2023 under item 8.2 resolved:

8.2 G/RFQ/SM-001/2023: SUPPLY AND DELIVERY OF COUNCIL CHAMBERS AUDIO SPEAKERS
(P/C 01 February 2023 3715-1)

RESOLVED:

(a) That the following bids be identified not to be compliant and responsive to the requirements of the Bid Invitation, as stipulated:

	Bidder/ Supplier	Observations
1	Genetic Electronic Solutions CC	<ul style="list-style-type: none"> Registration Certificate is not submitted Pages 12 of bid document is not completed. Quotation letter is not dated Page 6 is not dated Bid validity period is indicated 30 days but the bid states that validity is for 90 days Registration certificate is not submitted. Total of N\$184 441,32 (VAT Inclusive) is calculated wrong.
2	Stage Audio Works Southern Africa PTY LTD	<ul style="list-style-type: none"> Price schedule is not completed. Delivery period is marked 30 days upon availability of the products. Quotation validity period is 90 days, the bidder noted that the price guarantee is only 30 days. No catalogues or supporting literature is attached to the document. All the pages of the document are not initialed. Copy of registration certificate is not certified. No certified copy of the Employment Equity Commission is submitted. All annexures are not certified by the Namibian Police.
3	Visions Corporate Event Gear	

(b) That the sealed quotation – G/RFQ/SM-001/2023: SUPPLY AND DELIVERY OF COUNCIL CHAMBERS AUDIO SPEAKERS, be cancelled and that the Acting General Manager: Corporate Services and Human Capital calls for new bids.

(c) That the specifications be revised, or additional funds be requested for the project.

Bids were advertised and the offers ranged from **N\$131 735.00** to **N\$221 965.00**, which was not economically beneficial to Council. The total amount of **N\$100 000.00** budgeted for the project: **Live Streaming Camera and Equipment Vote 150531017500**, was not sufficient to complete the project.

Service providers were invited to investigate the livestreaming equipment and audio speakers in the Council Chambers. All the service providers explained that the equipment in the chambers needs to be replaced because the current speakers will not be able to synchronize with live stream cameras and equipment. One of the services providers, Messrs Eagle Eye Technologies was requested to specifications and information of all equipment needed for live streaming and the cost thereof. The quotation rendered amounts to **N\$220 612.55**.

During a site inspection session in the Council Chambers, Mr G Fourie from Messrs Eagle Eye Technologies explained that the microphones in the Chambers are not faulty, but it will not be compatible with other equipment/

brands. He also stated that it is best to use the same brand of equipment for livestreaming will allow for sound and the visual to screen at the same time and the live streaming can simultaneously be viewed on social media platforms such as twitter, Facebook, etc.

The cameras covers a wide shooting angle and achieves high speed, quiet and precise positioning with smooth operations. It will not be necessary for a technician or an official to operator the camera because it automatically rotate and focus and capture the current speaker during the meeting, conference or live broadcast.

Permission was requested for the General Manager: Finance to transfer an additional amount of **N\$150 00.00** to the capital project: **Live Streaming Camera and Equipment Vote 150531017500** in order to have sufficient funds to procure for the live streaming and audio equipment in the Council chambers. Currently only N\$100 000.00 is available.

It is against this background that we requested that funds be made available to procure for these two projects. **Attached** are the extract of the resolutions taken by the Procurement Committee, copies of the GO040 financial information of the various capital project votes and the informal quotations received from the suppliers and services providers for ease of reference.

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

RECOMMENDED:

- (a) That permission be granted to the General Manager: Finance to transfer the following capital project budgeted for the Financial Year 2022 / 2023 to the 2023/2024 Financial Year and avail funds:

<i>Capital project</i>	<i>Vote number</i>	<i>Amount</i>
<i>Portioning of Production Room</i>	<i>150531017000</i>	<i>N\$50 000</i>

- (b) That permission be granted to the General Manager: Finance to transfer an additional amount of N\$150 00.00 from the Surplus Fund Vote to the capital project: Live Streaming Camera and Equipment Vote: 150531017500:

<i>Capital project</i>	<i>Vote number</i>	<i>Amount</i>
<i>Live Streaming Camera and Equipment</i>	<i>150531017500</i>	<i>Additional N\$150 000. Total should be N\$250 000.</i>

- (c) That the General Manager: Corporate Services and Human Capital calls for new bids for the Partitioning of Production and Marketing & Communications Offices and for the Supply and Delivery of Live Streaming Camera and Equipment once the funds for the projects are transferred.
-

BUDGETED FUNDS FOR 2023**GO040-Financial Information - Summary and Detail**

Year: 2223 Account: 150531017000 Opening Balance: 0.00
 Partitioning of Production Room

Adj:

M	Month	Budget	Movement	Difference
<input type="checkbox"/>	Jul	0.00	0.00	0.00
<input type="checkbox"/>	Aug	0.00	0.00	0.00
<input type="checkbox"/>	Sep	0.00	0.00	0.00
<input type="checkbox"/>	Oct	0.00	0.00	0.00
<input type="checkbox"/>	Nov	0.00	0.00	0.00
<input type="checkbox"/>	Dec	0.00	0.00	0.00
<input type="checkbox"/>	Jan	0.00	0.00	0.00
<input type="checkbox"/>	Feb	0.00	0.00	0.00
<input type="checkbox"/>	Mar	0.00	0.00	0.00
<input type="checkbox"/>	Apr	0.00	0.00	0.00
<input type="checkbox"/>	May	0.00	0.00	0.00
<input type="checkbox"/>	Jun	0.00	0.00	0.00
TOTAL:		0.00	0.00	0.00

Budget	
Approved:	50000
Additional:	0
TOTAL:	50000

Commitments	
Issue Requisitions:	0.00
Purchase Requisitions:	0.00
Purchase Orders:	0.00
Standing Payments:	0.00
Other:	0.00
Jobs:	0.00
TOTAL:	0.00

Movement	
Actual:	0.00
Not Updated:	0.00
TOTAL:	0.00
BALANCE:	50000.00

Reflection on the vote for 2024**GO040-Financial Information - Summary and Detail**

Year: 2324 Account: 150531017000 Opening Balance: 0.00
 Partitioning of Production Room

Adj:

M	Month	Budget	Movement	Difference
<input type="checkbox"/>	Jul	0.00	0.00	0.00
<input type="checkbox"/>	Aug	0.00	0.00	0.00
<input type="checkbox"/>	Sep	0.00	0.00	0.00
<input type="checkbox"/>	Oct	0.00	0.00	0.00
<input type="checkbox"/>	Nov	0.00	0.00	0.00
<input type="checkbox"/>	Dec	0.00	0.00	0.00
<input type="checkbox"/>	Jan	0.00	0.00	0.00
<input type="checkbox"/>	Feb	0.00	0.00	0.00
<input type="checkbox"/>	Mar	0.00	0.00	0.00
<input type="checkbox"/>	Apr	0.00	0.00	0.00
<input type="checkbox"/>	May	0.00	0.00	0.00
<input type="checkbox"/>	Jun	0.00	0.00	0.00
TOTAL:		0.00	0.00	0.00

Budget	
Approved:	0
Additional:	0
TOTAL:	0

Commitments	
Issue Requisitions:	0.00
Purchase Requisitions:	0.00
Purchase Orders:	0.00
Standing Payments:	0.00
Other:	0.00
Jobs:	0.00
TOTAL:	0.00

Movement	
Actual:	0.00
Not Updated:	0.00
TOTAL:	0.00
BALANCE:	0.00



Email: info@alproaluminium.com
Website: www.alproaluminium.com.na
Facebook: Alpro Aluminium Namibia



Quotation

Date	Estimate #
28/03/2023	17025

Proud member of
CIF & AAAMSA



AAAMSA Fenestration

SAGGA

South African Glass and
Glazing Association

Name / Address:		Quote done by:		Measured by:		Project description	
Municipality of Swakopmund P O Box: 53 Swakopmund 410 4111		Charisma		Dirk		B1 - 35	
Description			Qty	Rate	Total		
W01 - 3960 x 2100 Shopfront Fix Window			1	7,070.00	7,070.00		
Installation of windows			1	200.00	200.00		
D01 - 795 x 2310 Single Door			1	4,370.00	4,370.00		
Installation of doors			1	300.00	300.00		
** NATURAL ANODIZED / CLEAR GLASS (unless otherwise specified)				0.00	0.00		
PLEASE NOTE: A 70% deposit is required before we start with any work				0.00	0.00		
SUPPLIERS, INSTALLERS AND MANUFACTURES OF: Aluminium, Windows, Doors, Shopfronts, Balustrades, Sliding Shower Doors, Skylights, Conservatories, Gates, Round Windows, Greenhouses, All kind of Garage Doors, rollershutters and Gate automation and many more ...			Subtotal		N\$11,940.00		
* All goods remain the property of the corporation until paid in full otherwise we have the right to remove the products. *The customer agrees that interest of 2.5 % shall be payable on any money past date, calculated daily and compounded monthly from the due date.			VAT Total		N\$1,791.00		
			Total		N\$13,731.00		

** E & OE **

** This quote is valid for 30 days.

IF QUOTE ACCEPTED PLEASE SIGN AND FAX BACK.

Alpro Welwitchia CC
Account: 554 600 600 11
Branch: 280 472
F.N.B. Bank
Swakopmund

* Please fax/email your proof of payment to us



P O Box: 3035, Vinteta, Swakopmund
Tel: 064-463580/61 Fax: 064-462696

Email: info@alproaluminium.com
Website: www.alproaluminium.com.na
Facebook: Alpro Aluminium Namibia



Quotation

Date	Estimate #
28/02/2023	17024

Proud member of
CIF & AAAMSA



AAAMSA Fenestration

SAGGA

South African Glass and
Glazing Association

Name / Address:
Municipality of Swakopmund
P O Box: 53
Swakopmund
410 4111

Quote done by:	Measured by:	Project description
Charisma	Dirk	Printing

Description	Qty	Rate	Total
D01 - 3250 x 2330 OX Sliding Door - 700 Series Optional - 3250 x 2330 OX Sliding Door - Regal Installation of doors	1	6,639.00	6,639.00
	1	300.00	300.00
WD1 - 3090 x 2330 Shopfront Fix Window Installation of windows	1	6,459.00	6,459.00
	1	200.00	200.00
** NATURAL ANODIZED / CLEAR GLASS (unless otherwise specified)		0.00	0.00
PLEASE NOTE: A 70% deposit is required before we start with any work		0.00	0.00

SUPPLIERS, INSTALLERS AND MANUFACTURES OF:

Aluminium, Windows, Doors, Shopfronts, Balustrades, Sliding Shower Doors, Skylights, Conservatories, Gates, Round Windows, Greenhouses, All kind of Garage Doors, rollershutters and Gate automation and many more ...

* All goods remain the property of the corporation until paid in full otherwise we have the right to remove the products.

*The customer agrees that interest of 2.5 % shall be payable on any money past date, calculated daily and compounded monthly from the due date.

** E & OE **

** This quote is valid for 30 days.

IF QUOTE ACCEPTED PLEASE SIGN AND FAX BACK.

Subtotal N\$13,598.00

VAT Total N\$2,039.70

Total N\$15,637.70

Alpro Weiwiche CC
Account: 554 600 600 11
Branch: 280 472
F.N.B. Bank
Swakopmund

* Please fax/email your proof of payment to us

memo

Corporate Services & Human Capital



TO : Head of Procurement
 FROM : The Acting General Manager: CS & HC
 DATE : 18 April 2023
 REF. : 2/5/1/1/1
 SUBJECT : Partitioning at Corporate Service Production room & Marketing Office

1. The Corporate Services Department budgeted for the partitioning of the Production Room and has sourced quotation, and the amounts exceeds the threshold of small value procurement. Kindly advertise as per specifications below:
2. Kindly advertise as per below specifications.

QTY.	LOCATION	DESCRIPTION
1	Production Room	D01 - 3250 x 2330 OX Sliding Door - 700 Series Optional - 3250 x 2330 OX Sliding Door - Regal Installation of doors W01 - 3090 x 2330 Shopfront Fix Window Installation of windows ** NATURAL ANODIZED / CLEAR GLASS (unless otherwise specified)
1	B1-35	D01 - 795 x 2310 Single Door - 700 Series Installation of doors W01 - 3960 x 2100 Shopfront Fix Window Installation of windows

3. The expenses will be defrayed from the Office Partitioning Vote: 1005 3103 7000 where NS\$0 000.00 is available.

A PLAATJIE

ACTING GENERAL MANAGER: CORPORATE SERVICES & HC

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EVALUATION REPORT:

(05 June 2023)

W/RFQ/SM-009/2023: PARTITIONING AT CORPORATE SERVICES PRODUCTION ROOM & MARKETING OFFICE**2/5/1/1/1****BACKGROUND**

The request for sealed quotations for the procurement of **Partitioning At Corporate Services Production Room & Marketing Office** was advertised on the Swakopmund Municipality website **28 April 2023** and closed on **24 May 2023**, and on the prospective notice board outside the Municipal Head Office building and distributed to various suppliers.

PROCUREMENT PROCESS

The bid closed on **24 May 2023** and was evaluated under the following specifications as per the procurement process:

Date of bid invitation	Thursday, 28/04/ 2023
Closing date for submission of bids	Wednesday, 24/5/2023 at 11h00
Total bidding documents collected	4
Total bids submitted	4
Date documents were received from PMU	01/06/ 2023
Starting date of Bid Evaluation	02/06/ 2023
Completion date of Bid Evaluation	02/06/ 2023
Validity Period	90 Days
Delivery Period	30 days
Estimated Project Value	N\$50 000.00 VAT inclusive

W/RFQ/SM-009/2023: PARTITIONING AT CORPORATE SERVICES PRODUCTION ROOM & MARKETING OFFICE

#	Name & Surname	Signature
1.	A.A Kahuika	
2.	J.J. Goagoses	
3.	T. Shindume	

The process of the Evaluation was done based on the following:

The award was done according to ITB 17 as in Section 1 on page 5 of the bidding document:

Award of contract shall be to Bidder having submitted the lowest evaluated compliant, responsive quotation per item and qualified to supply the goods/items and related services. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

EVALUATION REPORT

The acceptability for possible award of the following bids received with observations is tabled as below:

	Bidder/Supplier	Bid Amount (incl VAT)	*BDS/BS	Compliant	Responsive	Observations
1	Raha Investment CC	N\$33 382.96	Yes	✓	✓	• Meets all the requirements.
2	Vitote Investment Cc	N\$62 790.00	Yes	✓	✓	• Meets all the requirements.
3	Omikoto contractors and developers	N\$70 437.90	Yes	x	x	• Only one reference is relevant • No health programme attached
4	Osse Construction CC	N\$73 488.00	Yes	x	x	• Page not filled in.

The budgeted amount to the Partitioning of Offices is only N\$50 000.00 and the bids received are not economically affordable.

It is therefore –

RECOMMENDED:

That the bid, W/RFQ/SM-009/2023: Partitioning At Corporate Services Production Room & Marketing Office be cancelled and the General Manager: Corporate Services and Human Capital be permitted to re-advertise.

“FOR CONSIDERATION”

GO040-Financial Information - Summary and Detail



[Total](#)
[V.A.T](#)
[Strct](#)
[Budget](#)
[Comm](#)
[N-Upd](#)
[Purch](#)
[More](#)

Year: 2324 Account: 150531017500

Live Streaming Camera and Equipment

Opening Balance: 0.00

Adj:

M	Month	Budget	Movement	Difference
<input type="checkbox"/>	Jul	8334.00	0.00	8334.00
<input type="checkbox"/>	Aug	8334.00	0.00	8334.00
<input type="checkbox"/>	Sep	8334.00	0.00	8334.00
<input type="checkbox"/>	Oct	8334.00	0.00	8334.00
<input type="checkbox"/>	Nov	8334.00	0.00	8334.00
<input type="checkbox"/>	Dec	8334.00	0.00	8334.00
<input type="checkbox"/>	Jan	8334.00	0.00	8334.00
<input type="checkbox"/>	Feb	8334.00	0.00	8334.00
<input type="checkbox"/>	Mar	8334.00	0.00	8334.00
<input type="checkbox"/>	Apr	8334.00	0.00	8334.00
<input type="checkbox"/>	May	8334.00	0.00	8334.00
<input type="checkbox"/>	Jun	8326.00	0.00	8326.00
TOTAL:		100000.00	0.00	100000.00

Budget	
Approved:	100000
Additional:	0
TOTAL:	100000

Commitments	
Issue Requisitions:	0.00
Purchase Requisitions:	0.00
Purchase Orders:	0.00
Standing Payments:	0.00
Other:	0.00
Jobs:	0.00
TOTAL:	0.00

Movement	
Actual:	0.00
Not Updated:	0.00
TOTAL:	0.00
BALANCE:	100000.00

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EVALUATION REPORT:

(01 February 2023)

G/RFO/SM-001/2023: SUPPLY AND DELIVERY OF COUNCIL CHAMBERS AUDIO SPEAKERS (3/18/1)**PROCUREMENT PROCESS**

Request for sealed quotations was made by the Marketing and Communication Section for the supply and delivery of Council Chambers Audio Speakers. The request was advertised on the Municipal website www.swakopmun.com and on the prospective notice board outside the Municipal Head Office building and distributed to various suppliers.

The bid closed on 18 January 2023 and was evaluated under the following specifications as per the procurement process:

Date of bid invitation	Wednesday, 04/ 01/ 2023
Closing date for submission of bids	Wednesday, 18/1/2023 at 11h00
Total bidding documents collected	3
Total bids submitted	3
Date documents were received from PMU	19/11/ 2022
Validity Period	90 Days
Delivery Period	30 Days
Estimated Project Value	N\$ 150 000.00



EVALUATION COMMITTEE: G/RFO/SM-001/2023: SUPPLY AND DELIVERY OF COUNCIL CHAMBERS AUDIO SPEAKERS		
EVALUATION COMMITTEE: G/RFO/SM-001/2023: SUPPLY AND DELIVERY OF COUNCIL CHAMBERS AUDIO SPEAKERS		
NAME	POSITION	SIGNATURE
Ms Aili Gebhardt	Corporate Officer: Marketing and Communication	
Mrs Aloysia Kahuka	Administration Officer	
Mr Oscar Homateni	Assistant: Marketing & Communications - Contract	

EVALUATION REPORT

The acceptability for possible award of the following bids received with corrections and observations are as tabled below:

Bidder/Supplier	Bid Amount Excl VAT (R\$)	Corrected Amount	BIDS Compliant	Remarks	Observations	
1. Genarc Electronic Solutions CC	N\$131 736.00		Y	X	X	<ul style="list-style-type: none">• Registration Certificate is not submitted.• Pages 12 of bid document is not completed.
2. Stage Audio Works Southern Africa Pty Ltd	N\$225 200.76	Total of N\$184 441.32 (VAT inclusive) is calculated wrong.	Y	X	X	<ul style="list-style-type: none">• Qualification letter is not dated.• Page 6 is not dated.• Bid validity period is indicated 30 days but the bid states that validity is for 90 days.• Registration certificate is not submitted.• Total (VAT Inclusive) on price schedule page and on quotation is recorded wrong.
3. Visions Corporate Event Gear	N\$221 906.00		Y	X	X	<ul style="list-style-type: none">• Price schedule is not completed.• Delivery period is marked 30 days upon

						availability of the products. • Quotation validity period is 90 days, the bidder noted that the price guarantee is only 30 days. • No catalogues or supporting literature is attached to the document. • All the pages of the document are not initialed. • Copy of registration certificate is not certified. • No certified copy of the Employment Equity Commission is submitted. • All annexures are not certified by the Namibian Police.
--	--	--	--	--	--	--

The following bids are identified as non-compliant and non-responsive to the requirements of the Bid Invitation:

	Bidder/Supplier	Observations
1	Generic Electronic Solutions CC	• Registration Certificate is not submitted. • Pages 12 of bid document is not completed.
2	Stage Audio Works Southern Africa PTY LTD	• Quotation letter is not dated. • Page 9 is not dated. • Bid validity period is indicated 30 days but the bid states that validity is for 90 days. • Registration certificate is not submitted. • Total of N\$184 441.32 (VAT inclusive) is calculated wrong.
3	Visions Corporate Event Gear	• Price schedule is not completed. • Delivery period is marked 30 days upon availability of the products. • Quotation validity period is 90 days, the bidder noted that the price guarantee is only 30 days. • No catalogues or supporting literature is attached to the document. • All the pages of the document are not initialed. • Copy of registration certificate is not certified. • No certified copy of the Employment Equity Commission is submitted. • All annexures are not certified by the Namibian Police.

*(BDS – Bid Declaration Security / BS – Bid Security)

GENERAL TECHNICAL DISCUSSIONS/COMMENTS

- It is noted that only N\$100 000.00 was budgeted for the Live Streaming Camera and Equipment Vote - 160531017500) expenses. These funds are insufficient for the project since the lowest bid received was N\$ N\$131 735.00 (VAT exclusive). It is therefore recommended that either the specifications be revised or additional funds be transferred to the vote and that new bid as invited for this project.

It is therefore -

RECOMMENDED:

- (a) That the following bid/s be identified not to be compliant and responsive to the requirements of the Bid Invitation, as stipulated:

	Bidder/Supplier	Observations
1	Generic Electronic Solutions CC	• Registration Certificate is not submitted. • Pages 12 of bid document is not completed.

	Bidder/Supplier	Observations
2	Stage Audio Works Southern Africa PTY LTD	<ul style="list-style-type: none"> • Quotation letter is not dated. • Page 6 is not dated. • Bid validity period is indicated 30 days but the bid states that validity is for 90 days. • Registration certificate is not submitted. • Total of N\$184 441.32 (VAT Inclusive) is calculated wrong.
3	Visions Corporate Event Gear	<ul style="list-style-type: none"> • Price schedule is not completed. • Delivery period is marked 30 days upon availability of the products. • Quotation validity period is 90 days, the bidder noted that the price guarantee is only 30 days. • No catalogues or supporting literature is attached to the document. • All the pages of the document are not initialed. • Copy of registration certificate is not certified. • No certified copy of the Employment Equity Commission is submitted. • All annexures are not certified by the Namibian Police.

- (b) That the sealed quotation – G/RFQ/SM-001/2023: SUPPLY AND DELIVERY OF COUNCIL CHAMBERS AUDIO SPEAKERS, be cancelled and that the Acting General Manager: Corporate Services and Human Capital calls for new bids.
- (c) That the specifications be revised, or additional funds be requested for the project.

"FOR CONSIDERATION"

General Manager: Corporate Services and Human Capital (Acting)

**Eagle Eye Technologies**

VAT No: 5873454-01-5

P. O. Box 56285
Rocky Crest
Windhoek

Erff 1907
Academia
Windhoek
Namibia

Number: QU00000461
Date: 08/06/2023
Page: 1/1
Reference: Conference
Sales Rep:
Due Date: 30/06/2023
Overall Discount %: 0.00%

Quote**Swakopmund Municipality****Customer VAT No:**

P.O Box 53
Swakopmund
Namibia

Rakotolla Street
P.O Box 53
Swakopmund
Namibia

Description	Quantity	Excl. Price	Disc %	VAT %	Exclusive Total	Inclusive Total
CCSD-CURD - Bosch CCSD-CURD Controller with Recording	1	N\$29,190.00	0.00%	15.00%	N\$29,190.00	N\$33,568.50
CCSD-DL - Bosch CCSD-DL Delegate / Chairman unit, log microphone	10	N\$6,798.00	0.00%	15.00%	N\$67,980.00	N\$78,177.00
LB04116/05 - Bosch LB04116/05 5m connecting cable	9	N\$1,275.00	0.00%	15.00%	N\$11,475.00	N\$13,196.25
LB04116/25 - Bosch LB04116/25 25m connecting cable	1	N\$2,480.00	0.00%	15.00%	N\$2,480.00	N\$2,852.00
UHD PTZ - PTZ Camera, 4K compatible with Bosch CCS 1000	1	N\$63,712.00	0.00%	15.00%	N\$63,712.00	N\$73,268.80
SUN-01 - Sundries	1	N\$2,000.00	0.00%	15.00%	N\$2,000.00	N\$2,300.00
LAB-01 - Labour	1	N\$15,000.00	0.00%	15.00%	N\$15,000.00	N\$17,250.00
099 - Council Chamber 10-seat conference system; Camera streaming - client to integrate themselves ***	1	N\$0.00	0.00%	15.00%	N\$0.00	N\$0.00

Quotations are Valid for 7 day.
Contact Person: Vilour Fourie
Contact Details: +264814360819

Total Discount: N\$0.00
Total Exclusive: N\$191,637.00
Total VAT: N\$26,775.55
Sub Total: N\$220,612.55

Total: N\$220,612.55

Communications Systems | CCSD-DL Discussion device with long microphone

CCSD-DL Discussion device with long microphone

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BOSCH
 Invented for life


- ▶ Unique patent pending possible-to-speak indicator
- ▶ Plug and play functionality for ensuring fast installation and reconfiguration times
- ▶ Compact, attractive ergonomic design
- ▶ Easily configured as a participant device or chairperson device
- ▶ Immunity to mobile phone interference

Discussion Devices are connected in a daisy-chain configuration to the Control Unit (CCSD-CU or CCSD-CURD) of a CCS 1000 D Digital Discussion System. Their plug-and-play functionality allows them to be conveniently connected to and removed from the system as required. A power down or restart of the system is not necessary, which ensures fast installation and reconfiguration times. Participants can take part in a discussion by speaking into the microphone and listening to proceedings through the built-in loudspeaker or (optional) headphones.

Functions

Possible-to-speak indication

A white possible-to-speak indicator above the microphone button indicates when the microphone can be activated.

Request-to-speak indication

A green request-to-speak indicator above the microphone button and in the head of the microphone indicate when a request-to-speak has been added to the waiting list. The indicators flash green when the request-to-speak is first in the waiting list.

Microphone with flexible stem

The fixed microphone with flexible stem can be easily adjusted to suit the user.

Built-in loudspeaker with volume control

To ensure for optimum intelligibility, the loudspeaker volume of all Discussion Devices is centrally controlled from the Control Unit.

Face-to-face meeting feeling

An authentic face-to-face meeting feeling is achieved by allowing the loudspeaker and microphone to be on at the same time.

Headphones socket

The built-in 3.5 mm (0.14 in) stereo headphones socket enables the speaker to be clearly heard, even when there is excessive background noise.

2 | CCSD-DL Discussion device with long microphone

Built-in volume control for headphones

For maximum comfort, the headphones volume can be adjusted by means of a rotary thumbwheel on the side of the Discussion Device. To prevent acoustic feedback from headphones to microphone, an option in the web browser interface application can be set to automatically reduce the headphones volume when the microphone is activated.

GSM immunity

Immunity to mobile phone interference ensures clear, uninterrupted discussion.

Configurable as a participant device or chairperson device

The Discussion Device can be quickly configured as a chairperson device, which enables a user to function as the chairperson at a meeting. No restart of the system is required. During a discussion, the chairperson can press and hold in the priority button to overrule all participant microphones. A chime is sounded to announce that the chairperson is about to speak.

Controls and Indicators

- Microphone button
- Color-coded LED indicator above microphone button for showing the following states: microphone on, request-to-speak, and possible-to-speak
- Light-ring indicator in head of microphone
- Rotary thumbwheel on side of device for adjusting the headphones volume
- Concealed initialization button at base of device for reassigning the network address
- Concealed slide-switch at base of device for configuring the device as a participant or chairperson's device
- Chairperson's configuration only – separate microphone button and 'priority button'

Connections

- 1 x 6-pole circular female connector with cable locking recess – for loop-through connection of Discussion Devices
- 1 x 3.5 mm (0.14 in) stereo headphones socket on side of device
- 1 x 2 m (78.7 in) cable with a 6-pole circular male connector with cable lock

Certifications and approvals

EU	CE, WEEE
US	FCC
CA	ICES-003
KR	KCC
AU/NZ	RCM
RU/KZ/BY	EAC
CN	China RoHS
SA	SASO

Region	Regulatory compliance/quality marks
Europe	CE DECEC CCSD-DL

Installation/configuration notes

All Discussion Devices are delivered with a participant's microphone button, which can be easily exchanged for a set of chairperson's buttons. Two sets of chairperson's buttons and a special tool for removing the buttons are supplied with each Control Unit of a CCS 1000 D Digital Discussion System. To complete the configuration of the Discussion Device, the concealed slide switch at the base of the device has to be set from participant to chairperson.

Parts included

Quantity	Component
1	CCSD-DL Discussion Device

Technical specifications

Electrical	
Power consumption	1.3 W
Frequency response	30 Hz to 20 kHz (System electrical)
THD	<0.5 %
S/N	>93 dBA
Sampling rate	44.1 kHz
Headphones load impedance	> 32 ohms < 1k ohm
Loudspeaker max. peak output power	4W

Acoustical	
Loudspeaker nominal output	72 dB SPL
Participants loudspeaker frequency response	200 Hz to 16 kHz (acoustical)
Microphone polar pattern	Cardioid
Participants microphone frequency response	125 Hz to 16 kHz
Microphone nominal input	86 dB SPL

Mechanical	
Dimensions device without microphone (H x W x D)	64 x 203 x 146 mm (2.5 x 8.0 x 5.7 in)
Height with microphone in horizontal position	130 mm (5.1 in)
Length of microphone from mounting surface	CCSD-DS: 310 mm (12.2 in) CCSD-DL: 480 mm (18.9 in)

3 | CCSD-DL Discussion device with long microphone

Weight	Approx. 1 kg (2.2 lb)
Mounting	Tabletop (portable or fixed)
Material (top)	Plastic ABS+PC
Material (base)	Metal ZnAl4
Color (top)	Traffic black (RAL 9017) matt-gloss
Color (base)	Pearl light gray (RAL 9022) matt-gloss

Environmental

Operating temperature	0 °C to +35 °C (+32 °F to +95 °F)
Storage and transport temperature	-40 °C to +70 °C (-40 °F to +158 °F)

Relative humidity	5% to 98% non-condensing
Air pressure	600 to 1100 hPa

Ordering information

CCSD-DL Discussion device with long microphone
Discussion Device for the CCS 1000 D Digital Discussion System, supplied with a long-stem fixed microphone, configurable as a participant device or a chairperson device.
Order number **CCSD-DL**

Represented by:

Europe, Middle East, Africa:
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5608 JR Eindhoven, The Netherlands
Phone: +31 40 7577 384
emea.securitysystems@bosch.com
www.boschsecurity.com

Germany:
Bosch Sicherheitssysteme GmbH
Robert-Bosch-Ring 5
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Fax: +65 6571 2689
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www.boschsecurity.asia

CCS 1000 D Digital Discussion System

Compact yet versatile



BOSCH
Invented for life



Designed for **plug-and-play, ease-of-use,** and **highly productive meetings**

- ▶ Excellent speech intelligibility with built-in Digital Acoustic Feedback Suppression
- ▶ Built-in audio recording on internal memory and/or USB memory stick
- ▶ On-board support for automatic HD camera control
- ▶ Advanced configuration and control via built-in web browser
- ▶ "Energy saving mode" for automatic switch-off after two hours of inactivity
- ▶ Up to 245 Discussion Devices

Compact yet versatile

Known for world-class conference system solutions, Bosch introduces the compact yet highly versatile CCS 1000 D Discussion System. Designed and developed by Bosch experts in Europe, the system makes it extremely easy to manage meetings and is ideal for small to large sized meeting areas such as town halls, local business centers and courtrooms. The CCS 1000 D Discussion System is easy to set up, easy to use, and is designed to ensure highly productive meetings.

Excellent speech intelligibility

The system delivers excellent speech intelligibility thanks to advanced digital audio processing and superior microphone and loudspeaker performance. The loudspeaker and the microphone are activated simultaneously to create a more natural face-to-face meeting feel, encouraging participants to more easily take part in the meeting. The system also utilizes built-in Digital Acoustic Feedback Suppression (DAFS) so you can reach higher volumes without causing any 'howling' effect. The result? Every word spoken is understood by all participants, and productivity is optimized in every meeting.



The system's extreme ease-of-use makes it ideal for first-time users. No operator, no additional equipment, and no training are required.



The CCS 1000 D Discussion System is ideal for small to large meeting areas such as town halls, local business centers and courtrooms. Its highly versatile feature set means that chairpersons enjoy effortless meeting control, and participants enjoy free-flowing, highly productive meetings.



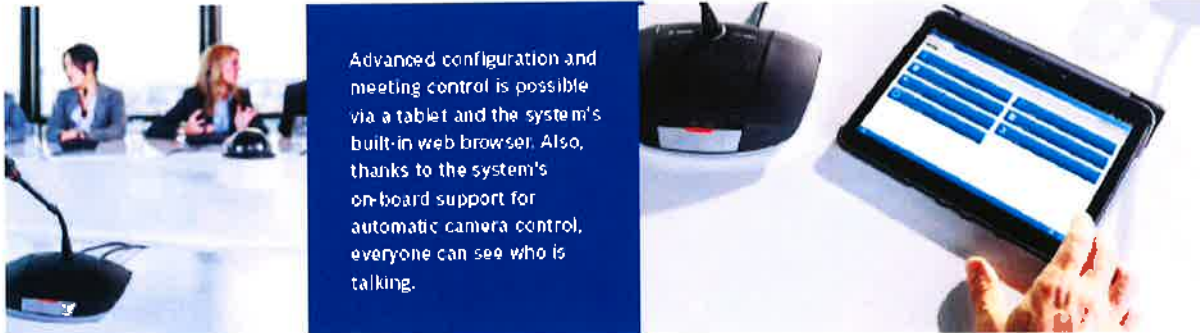
Discussion Devices

Exclusive aesthetics - solid reliability

The CCS 1000 D Discussion System is designed in Europe by one of the best product design teams in the industry and is exclusively registered to Bosch. Its eye-catching aesthetics complement any interior - from new, ultra-modern buildings to traditional, centuries-old structures. In addition, thanks to superior materials selection, the Discussion Devices are robust and solid - reflecting the high reliability for which Bosch systems are renowned.



Control Unit



On-board support for automatic camera control.

Built-in web browser for advanced set-up and meeting control via a tablet.

Language independent touch button control.

Built-in Digital Acoustic Feedback Suppression.

Built-in recording facility for internal and external recording

Compact discussion management

The Control Unit is the heart of the system - powering the Discussion Devices, controlling the cameras, and interfacing with external equipment such as a sound reinforcement or public address systems. Its compact design and stylish touch-button control, makes it look perfect on the tabletop, but it can also easily fit as a rack-mounted device.

Simple control with convenient recording

The front panel on the Control Unit provides all the necessary controls for setting up a meeting, here the Chairperson can select the number of open microphones, choose microphone mode, and set the system volume. The Control Unit can record up to 4,000 hours of discussion on a single USB stick, and its internal memory can also record up to 8 hours of discussion, so it is never a problem if the USB stick has been forgotten.

Highly productive meetings

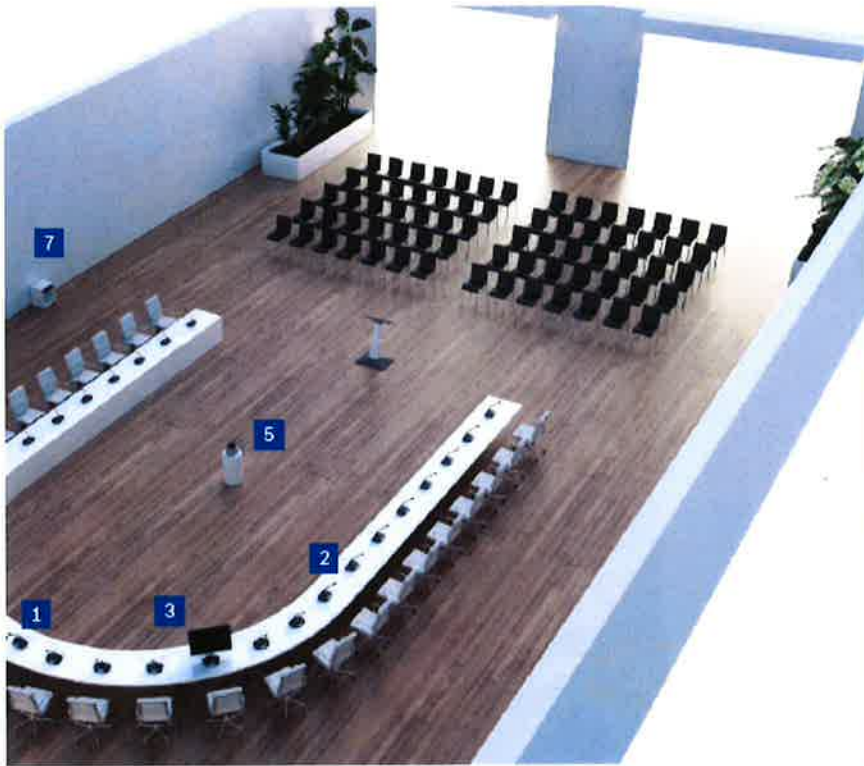
The CCS1000 D Digital Discussion System is an excellent choice for small to large sized applications, like town halls. The chairperson can guide the discussion, allowing individual delegates to speak or letting several delegates take the microphone simultaneously.

For more advanced control of the meeting the chairperson can use a laptop or tablet which provides him/her with the ability to manage the discussions by remotely activating or deactivating participant microphones and shifting participants from the waiting list to the speaker list.

Live video of active speakers can be shown on a big screen, thanks to the system's on-board support for automatic camera control. Up to six HD cameras can be easily connected to the system without needing additional software. In addition, the audio of the whole meeting can be recorded conveniently with the built in MP3 recorder, which makes it possible to archive meetings electronically and avoids the need to manually record meeting minutes.



The system is very quick and easy to install. No training or additional equipment is needed: the discussion devices are directly plugged into the control unit via a simple 'daisy chain' cable connection.



1. Chairman Device
2. Delegate Device
3. Monitor
4. Tablet
5. HD Conference Dome
6. XLA 3200 Line Array Loudspeakers
7. Control Unit



8 | CCS 1000 D Digital Discussion System

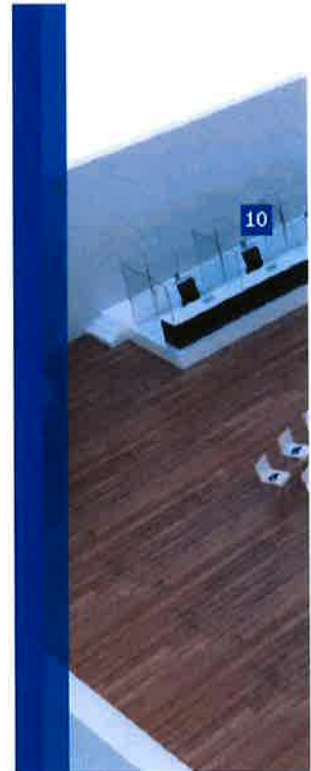
For now and in the future

Easy to expand

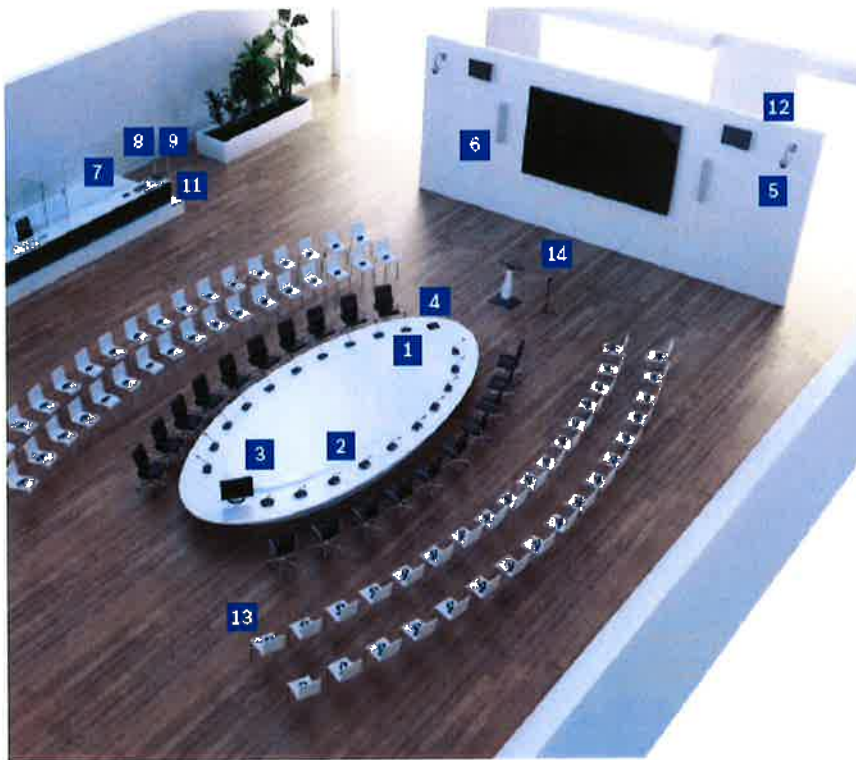
The CCS 1000 D Discussion System can handle a variety of external equipment such as an interpretation system, language distribution, and a public address system. Also an interface for tele- and video-conferencing can be used to connect two remote locations with each other. In addition, the number of Discussion Devices (max. 245) can be easily scaled up or down in minutes - without needing to turn off and restart the system. The application programming interface (API) offers the possibility to make custom build applications for remote control of the system (e.g. via synoptic layouts or use of 3rd party camera's).

Ideal for courtrooms

Courtroom applications often need to record individual audio channels, for example, all of what the defendant says and all of what the lawyer says. That's why the CCS 1000 D Discussion System can have four individual microphones routed to four separate outputs so that these channels can be recorded by an external recorder. Alternatively, the built-in recorder can record the floor plus one individual channel.



CCS 1000 D Digital Discussion System | 9



1. Chairman Device
2. Delegate Device
3. Monitor
4. Tablet
5. HD Conference Dome
6. XLA 3200 Line Array Loudspeakers
7. Control Unit
8. Video conferencing interface
9. Plena Mixer Amplifier 120 W
10. Six-channel Analog Interpretation Desk
11. Integrus Transmitter
12. Integrus Radiators
13. Integrus Receivers
14. Wireless microphone & Receiver

The CCS 1000 D Discussion System includes a unique 'energy saving mode' that automatically switches the system off after two hours of inactivity. This saves energy, helps minimize operational costs, and prolongs system lifetime.



10 | CCS 1000 D Digital Discussion System

Successful meetings assured

For many years to come, every meeting will be fluent, decisive, and business-like, thanks to the system's advanced features and long-lasting reliability.



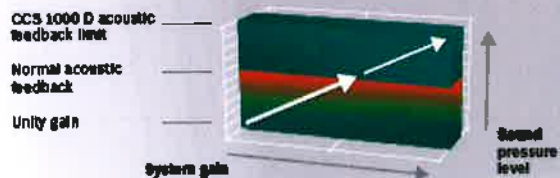
The highly reliable choice

Bosch is world-renowned for the reliability of its systems, regardless of the application size. Hence, the CCS 1000 D Discussion System, with its superior materials and component choices together with extensive quality assurance processes, ensures that users enjoy free-flowing, highly-productive meetings. Dealers and rental companies also benefit from lower call-back costs and higher customer satisfaction.




Only with Bosch

For more than 60 years, Bosch has led the market in conference equipment. So not surprisingly, the CCS 1000 D Discussion System gives you many efficiency-enhancing features which are not available in other systems. For example, the Digital Acoustic Feedback Suppression algorithm is unique to Bosch and is proven by many years of faultless operation in the field. Also exclusive to Bosch is the "Possible-To-Speak" indicator, the internal recording memory, and the simultaneously active loudspeaker and microphone that creates a more natural meeting feel. With Bosch, you get more.

Unique, built-in Digital Acoustic Feedback Suppression balances sound pressure levels and system gain to enable higher volumes without any 'howling' effects.



The all-in-one discussion solution

<p>Discussion Device</p> 	<ul style="list-style-type: none"> ▶ Enables participants to speak and listen to the proceedings ▶ Can be used either as participant or chairperson device ▶ Enables chairperson to mute microphones of participants ▶ "Possible-To-Speak" indicator ▶ "Request-To-Speak" indicator ▶ Cable lock facility ▶ GSM immune ▶ Built-in loudspeaker ▶ Microphone: with mic-active LED indicators, flexible stem (either 38 or 48 cm length) ▶ Headphone socket with built-in volume control
<p>Control Unit</p> 	<ul style="list-style-type: none"> ▶ Supplies power to all system elements - up to 60 Discussion Devices per Control Unit ▶ Intuitive control of microphone operating mode and loudspeaker volume via front panel capacitive buttons ▶ Advanced configuration and control via built-in web browser and tablet ▶ On-board support for automatic HD camera control ▶ Internal recording for up to 8 hours ▶ External recording via USB up to 128 GB (>4,000 hours) ▶ Built-in Digital Acoustic Feedback Suppression (DAFS) ▶ Optimized for courtroom usage with four individual microphone outputs ▶ Built-in loudspeaker and headphone socket for monitoring the proceedings ▶ Energy saving mode for cost minimization and prolonged life-time ▶ For tabletop and rack-mounted usage ▶ The Control Unit is also available as a basic version without recording and DAFS facilities ▶ The API offers the possibility to make custom build applications for remote control of the system
<p>Extension unit</p> 	<ul style="list-style-type: none"> ▶ A single extension unit can provide power for up to 65 Discussion Devices. ▶ A maximum of up to 245 Discussion Devices can be connected to the CCS 1000 D Digital Discussion System.
<p>Rugged transport case</p>	<ul style="list-style-type: none"> ▶ Each case enables transport and storage for Control Unit, six Discussion Devices, cables, and power supply
<p>Accessories</p>	<ul style="list-style-type: none"> ▶ Extension cables, installation cables, rack-mounting brackets, cable clamps, cable locks, handheld microphone.

A Tradition of Quality and Innovation

For over 125 years, the Bosch name has stood for quality and reliability. Bosch is the global supplier of choice for innovative technology, backed by the highest standards for service and support.



Bosch Security Systems proudly offers a wide range of security, safety, communications and sound solutions that are relied upon every day in applications around the world, from government facilities and public venues to businesses, schools and homes.

Bosch Security Systems

To learn more about the Bosch product offering, please visit www.boschsecurity.com or send an e-mail to emea.securitysystems@bosch.com

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CO-EHn-01_F01U561001_03

Communications Systems | LBB 4116 Series DCN Extension Cables

LBB 4116 Series DCN Extension Cables

www.boschsecurity.com


BOSCH
 Invented for life


- Prefabricated to reduce installation time
- Different lengths available
- Low smoke zero halogen to comply with safety and environmental standards

Cable terminated at both ends with a molded six-pole circular connector (male and female). The extension to the type number gives the length of the cable.

Certifications and approvals

Region	Regulatory compliance/quality marks	
Europe	DOP	EN50575 Eca
	CE	DECL ECAccessories

Technical specifications

Mechanical

Dimensions (dia.)	6 mm (0.24 in)
Material	NHFR (No Halogen Flame Retardant)
Color	Grey
Bending radius	110 mm

Ordering information

LBB4116/02 System extension cable, 2m
 DCN Next Generation extension cable, 2 m (6.6 feet), terminated with connectors.
 Order number **LBB4116/02**

LBB4116/05 System extension cable, 5m
 DCN Next Generation extension cable, 5 m (16.0 feet), terminated with connectors.
 Order number **LBB4116/05**

LBB4116/10 System extension cable, 10m
 DCN Next Generation extension cable, 10 m (33.0 feet), terminated with connectors.
 Order number **LBB4116/10**

LBB4116/15 System extension cable, 15m
 DCN Next Generation extension cable, 15 m (49.2 feet), terminated with connectors.
 Order number **LBB4116/15**

LBB4116/20 System extension cable, 20m
 DCN Next Generation extension cable, 20 m (66.0 feet), terminated with connectors.
 Order number **LBB4116/20**

2 | LBB 4116 Series DCN Extension Cables

LBB4116/25 System extension cable, 25m

DCN Next Generation extension cable, 25 m (82.0 feet), terminated with connectors.
 Order number **LBB4116/25**

VC-A61P UHD PTZ IP Camera

Lumens®

The Lumens® VC-A61P UHD Pan / Tilt / Zoom (PTZ) IP camera is equipped with a professional 1 / 2.5 inch image sensor with 4K Ultra HD output at 30fps. The power is supplied through 12V input or the Power over Ethernet (PoE+) providing an economical and easy solution. The superior 30x optical zoom lens, excellent white balance, and exposure mode delivers a clear image even in low light or the extreme contrast of brightness and darkness in a room.

The VC-A61P has different interfaces such as Ethernet, HDMI and 3G-SDI. It supports live broadcasting with H.264 / HEVC (H.265) format. These features not only allow for simultaneous image outputs, they also result in the best image quality and is compatible with all types of video equipment. The camera covers a wide shooting angle and achieves high-speed, quiet, and precise positioning with smooth PTZ operations.

The VC-A61P is applicable for lecture recording, video conferencing, and live broadcasting.


4K
30fps

1080p
60fps

30X
Optical
zoom

PoE+
HDMI
3G
SDI

Key Features

- 4K UHD 30fps and 1080p 60fps video signal output format
- 30x optical zoom, 68 degrees Horizontal Field of View
- Triple stream video, output format H.264 / HEVC (H.265)
- Supports PoE+ (Power over Ethernet) using network cables to supply power
- Ethernet, HDMI and 3G-SDI synchronous image outputs
- Audio input supports G.711 encoding with 44.1K / 48K sampling frequency
- Free Lumens VMS software for controlling the cameras remotely from a local area network
- Smart AF: AI-Enabled autofocus system
- Supports Freed protocol for live VR/AR production

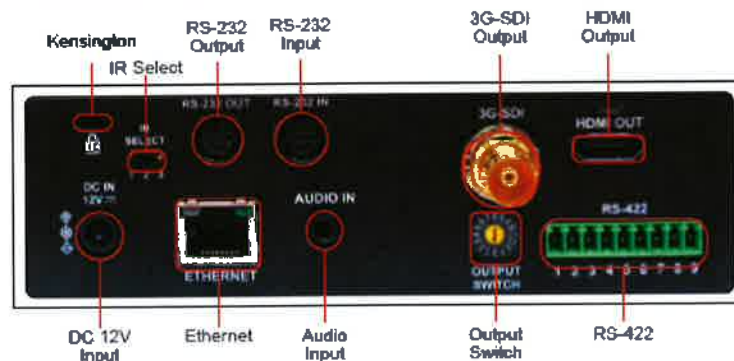
IP Streaming Format

Stream		1		2	3
Settings		HEVC (H.265)		H.264	H.264
Resolution		4K	1080p / 720p	1080p / 1080i / 720p	640x360
Frame Rate	59.94 Hz	29.97	59.94 / 29.97	59.94 / 29.97	29.97
	50 Hz	25	50 / 25	50 / 25	25
Bit Rate		20000 kbps~2000 kbps		20000 kbps~2000 kbps	5000 kbps~512 kbps
Audio Transmission		G.711			
PoE+		Yes			

Product Specifications

Camera		Output	
Sensor	1/2.5" 8.57MP CMOS	HDMI / 3G-SDI	HDMI Output: 2160p29.97 3G-SDI Output: 1080p59.94
Video Format	2160p : 29.97 / 25 1080p : 59.94 / 50 / 29.97 / 25 1080i : 50.04 / 50 720p : 59.94 / 50 / 29.97 / 25	IP Stream	HEVC 4K 29.97fps H.264 1080P 59.94fps H.264 640x360 29.97fps
Video Output (HD) Interface	3G-SDI, HDMI, Ethernet	IP Compression	HEVC / H.264
Optical Zoom	30x	Pan & Tilt	
Digital Zoom	12x	Panning Angle	+170 ~ 170°
Horizontal Viewing Angle	68°	Panning Speed	300° / sec
Vertical Viewing Angle	38.3°	Tilting Angle	+90 ~ -30°
Diagonal Viewing Angle	78°	Tilting Speed	300° / sec
Aperture	F1.8 ~ F3.4	Preset Positions	256
Focal Length	4.6mm ~ 135mm	Audio	
Shutter Speed	1/1 ~ 1/10,000 sec	Audio Input	Line In / Mic In
Minimum Object Distance	1.5m (Wide / Tele)	Audio Output	Ethernet / SDI / HDMI
Video s/n Ratio	>80dB	Audio Compression Format	G.711
Minimum Illumination	0.1 lux (F1.8, 50IRE, 30fps)	Camera Control	
Focus System	Auto / Manual / Smart AF	Interface	RS-232 / RS-422 / Ethernet / Remote
Gain Control	Auto / Manual	Protocol	VISCA / VISCA IP / PELCO D / ONVIF
White Balance	Auto / Manual	General	
Exposure Control	Auto / Manual	DC In	12V ± 20%
WDR	Yes	Power Consumption	PoE: 18W DC In: 16W
3D NR	Yes	Weight	4.4 lbs (2 kg)
Image Flip	Yes	Dimensions	6.9" x 7.5" x 7.3" (174 x 190 x 187 mm)
Tally Light	Yes		
Network			
IP Protocol	RTSP / RTMP / RTMPS / MPEG-TS / SRT		
PoE	PoE+ (IEEE802.3at)		

I/O CONNECTIONS



Lumens®

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Fax: +32-2-452-76-00



www.MyLumens.com

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*The warranty policy may be different depending on the sales region, please contact your local salesperson.

Jan, 2023



EAGLE EYE TECHNOLOGIES. CC

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E-Mail: accounts@eagletech.com.na

Gazel Luandre Fourie
Operations Manager
Eagle Eye Technologies
20 June 2023

Ms. A Kahuika
Swakopmund Municipality
Rakotoka Street,
P.O Box 53
Swakopmund

Proposal for Upgrading Conference System to Bosch CCS 1000 D Digital with CCS-DL Discussion Units

Dear Ms. A Kahuika

I am writing to propose an upgrade to the conference system currently in use by the Swakopmund Municipality. After careful evaluation of various options, I recommend implementing the Bosch CCS 1000 D Digital conference system with CCS-DL discussion units to address the limitations of the existing Restmoment system.

The purpose of this proposal is to present the benefits and value of adopting the Bosch CCS 1000 D Digital system, which offers advanced features and improved functionality over the current system. This proposal aims to enhance the efficiency, effectiveness, and overall conference experience for the members of the Swakopmund Municipality.

The current Restmoment system, while functional, has certain limitations that hinder the council's ability to conduct meetings optimally. Notably, the system lacks recording capabilities, and the software necessary for seamless operation is unavailable. These shortcomings have become apparent over time, necessitating an upgrade to a more sophisticated and comprehensive solution.

The Bosch CCS 1000 D Digital conference system, coupled with the CCS-DL discussion units, offers a state-of-the-art solution for professional conference environments. The system provides exceptional audio quality, advanced control options, and built-in recording capabilities, surpassing the capabilities of the Restmoment system.

'inspire a safer future'

MEMBERS: WILBUR FOURIE



EAGLE EYE TECHNOLOGIES. CC

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The CCS-DL discussion units feature intuitive controls, ensuring ease of use for council members. With clear and intelligible audio transmission, participants can engage in discussions more effectively, promoting better decision-making and collaboration among members.

By transitioning to the Bosch CCS 1000 D Digital system, the Swakopmund Municipality stands to gain several significant advantages:

- a. **Superior Audio Quality:** The Bosch system guarantees crystal-clear sound transmission, enabling council members to communicate with exceptional clarity and understanding, even in challenging acoustic environments.
- b. **Built-in Recording Functionality:** The CCS 1000 D Digital system's recording capabilities eliminate the need for external devices or additional software. Meetings can be accurately documented for future reference, maintaining a comprehensive record of discussions and decisions.
- c. **Seamless Integration and Control:** The system offers seamless integration with existing infrastructure and can be easily controlled via the intuitive CCS-DL discussion units. This ensures a hassle-free transition and minimal disruption to council proceedings.
- d. **Enhanced Collaboration and Decision-Making:** The Bosch system fosters efficient collaboration among council members, allowing for more productive meetings, informed discussions, and well-informed decisions.

To ensure a smooth transition, the implementation plan for the Bosch CCS 1000 D Digital system will consist of the following key steps:

- a. **Site Assessment:** A comprehensive evaluation of the current conference room infrastructure will be conducted to determine the necessary modifications and equipment placement.
- b. **System Installation:** The CCS 1000 D Digital system, including the CCS-DL discussion units, will be installed and integrated into the existing conference room setup by qualified technicians.
- c. **Configuration and Testing:** The system will be configured to meet the specific requirements of the Swakopmund Municipality. Rigorous testing will be performed to ensure optimal performance and functionality.

'inspire a safer future'

MEMBERS: WILBUR FOURIE



EAGLE EYE TECHNOLOGIES. CC

P O Box 55285, Rocky Crest
Windhoek Namibia
C/O Gold & Silver Str, No 42
Prosperita, Windhoek
Tel: +264 61 245 709
Cell: +264 81 228 5099
E-Mail: accounts@eagletech.com.na

The proposed budget for implementing the Bosch CCS 1000 D Digital system, including the CCS-DL discussion units, is as follows:

1. CCSD-CURD - Bosch CCSD-CURD Controller with Recording
2. CCSD-DL - Bosch CCSD-DL Delegate Chairman unit, Long Microphone x 10
3. Bosch LBB4116/05 x 10
4. Bosch LBB4116/25 x 2
5. Option 1 UHD PTZ - PTZ Camera, 4K Streaming x 1
6. All other items required for turnkey – solution

Please see attached quotations and hardware and software specifications.

In conclusion, the Bosch CCS 1000 D Digital conference system with CCS-DL discussion units offers a comprehensive and advanced solution to replace the existing Restmoment system. The system's superior audio quality, built-in recording capabilities, intuitive controls, and seamless integration make it the ideal choice for the Swakopmund Municipality.

Furthermore, with the addition of compatible cameras and appropriate video streaming equipment, the Bosch CCS 1000 D Digital system can facilitate live streaming of council meetings. The flexibility of the system allows for the integration of cameras to capture video footage, which can then be streamed in real-time to remote viewers.

We are confident that implementing the Bosch system, along with the necessary camera setup for live streaming, will elevate the conference experience for council members and broaden access to public meetings.

We appreciate your consideration of this proposal and remain available to provide any additional information or address any questions you may have. Thank you for the opportunity to present this proposal, and we look forward to the potential partnership with the Swakopmund Municipality.

Sincerely,

Gazel Luandre Fourie
Operations Manager
Eagle Eye Technologies

'inspire a safer future'

MEMBERS: WILBUR FOURIE

**Eagle Eye Technologies**

VAT No: 5873454-01-5

P.O. Box 55285
Rocky Crest
Windhoek

Ref 1007
Academia
Windhoek
Namibia

Number: QUO0000481
Date: 08/08/2023
Page: 1/1
Reference: Conference
Sales Rep:
Due Date: 30/08/2023
Overall Discount %: 0.00%

Quote**Swakopmund Municipality****Customer VAT No:**

P.O Box 53
Swakopmund
Namibia

Rakotoka Street
P.O Box 53
Swakopmund
Namibia

Description	Quantity	Excl. Price	Disc %	VAT %	Exclusive Total	Inclusive Total
CCSD-CURD - Bosch CCSD-CURD Controller with Recording	1	N\$29,190.00	0.00%	15.00%	N\$29,190.00	N\$33,568.50
CCSD-DL - Bosch CCSD-DL Delegate / Chairman unit, log microphone	10	N\$6,798.00	0.00%	15.00%	N\$67,980.00	N\$78,177.00
LBB4116/05 - Bosch LBB4116/05 5m connecting cable	9	N\$1,275.00	0.00%	15.00%	N\$11,475.00	N\$13,106.25
LBB4116/25 - Bosch LBB4116/25 25m connecting cable	1	N\$2,480.00	0.00%	15.00%	N\$2,480.00	N\$2,852.00
UHD PTZ - PTZ Camera, 4K compatible with Bosch CC\$ 1000	1	N\$63,712.00	0.00%	15.00%	N\$63,712.00	N\$73,268.00
SUN-01 - Sundries	1	N\$2,000.00	0.00%	15.00%	N\$2,000.00	N\$2,300.00
LAB-01 - Labour	1	N\$15,000.00	0.00%	15.00%	N\$15,000.00	N\$17,250.00
099 - Council Chamber 10-seat conference system; Camera streaming - client to integrate themselves ""	1	N\$0.00	0.00%	15.00%	N\$0.00	N\$0.00

Quotations are Valid for 7 day.
Contact Person: Wilbur Fourie
Contact Details: +264814360819

Total Discount: N\$0.00
Total Exclusive: N\$191,837.00
Total VAT: N\$28,775.55
Sub Total: N\$220,612.55

Total: N\$220,612.55

11.1.5 **PARTNERSHIP FOR THE NAMIBIA ANNUAL SPORT AWARDS (NASA)**
(C/M 2023/10/26 - 3/15/1/6/1)

Ordinary Management Committee Meeting of 19 October 2023,
Addendum 7.5 page 69 refers.

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

Introduction

Attached is a letter received from Mr S Mwiya, the Chief Administrator/CEO of the Namibia Sports Commission, an invitation to the Swakopmund Municipality to partner with it through a partial financial contribution of **N\$60 000.00**, towards the Namibia Annual Sports Awards (NASA) taking place on **Saturday, 28 October 2023** at the MTC Dome, Swakopmund.

Background

The Namibia Sports Awards ceremony, initiated and hosted by the Namibia Sports Commission, is an annual ceremony that recognizes and honours outstanding sports personalities who make a significant contribution to Namibian sports in a national and global context during the year under review. Council on **25 September 2018** under item 11.1.19 resolved as follows:

- (a) That Council approves and provides two municipal trucks - Isuzu carrier delivery trucks (N 3546 S and N 3750 S, from the Works Section) for the float procession on 27 October 2018 as requested by the Namibia Sports Commission.
- (b) That it be recorded that the two drivers (Mr Bennis Kazombiaze and Mr S Kandovazu) from the Works Section volunteered to drive the trucks during the parade on Saturday, 27 October 2018.
- (c) That approval be granted to the Namibia Sports Commission to use the corner at Shoprite Shopping Centre (free of charge) for the proposed activation on 27 October 2018 with the following standard conditions:
 1. Namibia Sports Commission will be responsible for always keeping the area clean.
 2. Council must be indemnified against any claims that may arise from using the area (attached form to be completed and returned to the Municipality).
 3. The area must be restored to its original condition and to the satisfaction of the Swakopmund Municipality after the function.
 4. Council reserves the right to cancel the use of the area should Council need the area for its own purposes.

Request and partnership proposal

NSC requests the Swakopmund Municipality does a partial sponsorship towards **N\$60 000.00** which can be broken down into any of the following:

N\$ 20 000.00	Broadcasting (Radio & TV)
N\$ 20 000.00	Newspapers, magazines
N\$ 20 000.00	Online, social & photography
N\$ 40 000.00	Towards event logistics (accommodation and meals)
N\$ 100 000.00	Total Proposed sponsorship package

NSC requests permission to use the corner area at Shoprite Swakopmund and Fruit & Veggies for their activation points on the **25 and 26 October 2023**. The Law Enforcement & Emergency Section was requested for escort service with the traffic vehicles and the fire trucks for the parade taking place on **27 September 2023**. Should Council sponsors towards the event, NSC will be promoting the Swakopmund Municipality with naming rights in all the event promotional and marketing materials. It is therefore recommended that the Municipality sponsors

the amount of **N\$20 000.00** towards the **online, social & photography** of the event.

During the discussion of the item at the Sponsorship Committee meeting held on **28 August 2023**, the Chairperson requested that the Namibian Sports Commission(NSC) be contacted to enquire whether complimentary tickets will be offered to Council. He said that the NSC to be advised to reserve the Municipal rest camp at a 10% discounted rate as from **24 - 28 October 2023** to promote and increase the occupancy rate.

The Public Relations Officer and Project Manager, Mr Chalo Chainda was contacted and verbal confirmation was made that Council will get four (4) complimentary tickets but Council is encouraged to buy a corporate table for ten (10) to the value of **N\$10 000.00** (**N\$1 000.00** per person, includes dinner and a drink). He also said that tickets will be sold to the general public at a cost of **N\$200.00** each.

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

RESOLVED: (For Condonation by Council)

- (a) That Council partners with the Namibia Sports Commission by sponsoring **N\$20 000.00** towards the Namibia Annual Sport Awards (NASA) that will take place 28 October 2023, at the MTC Dome, Swakopmund.
 - (b) That approval be granted to the Namibia Sports Commission to use the corner at Shoprite Shopping Centre (free of charge) for the proposed activation on 25-26 October 2023 with the following standard conditions:
 - ① *Namibia Sports Commission will be responsible for always keeping the area clean.*
 - ② *Council must be indemnified against any claims that may arise from using the area. The applicant should complete the indemnity form and returned to the Municipality.*
 - ③ *The area must be restored to its original condition and to the satisfaction of the Swakopmund Municipality after the function.*
 - ④ *Sound must be restricted to the immediate surrounding area. On receipt of any complaints due to noise or misbehaviour, the use of the area will be cancelled immediately.*
 - ⑤ *Council reserves the right to cancel the use of the area should Council need the area for its own purposes.*
 - (c) That the Law Enforcement & Emergency Section liaise with the Namibia Sports Commission regarding the escort services for the parade scheduled for 27 October 2023.
 - (d) That the Namibia Sports Commission be advised to reserve the Municipal Rest camp at a 10% discounted rate as from 24-28 October 2023.
 - (e) That the funds for the online, social media and photography of the event be defrayed from the Corporate Services Publicity Vote: 150515533000 where **N\$141 191.30** is available.
-



Enquiries: Chalo Chainda – NASA Project Director

28 August 2023

Mr. Archie Benjamin
 The Chief Executive Officer
 Swakopmund Municipality
 P/Bag 53
 Swakopmund
 Email: swkmun@swkmun.com.na
wkaukozu@swakopmund.com.na

Dear Mr. Benjamin

REQUEST FOR THE CITY POLICE TO LEAD THE NAMIBIA ANNUAL SPORT AWARDS (NASA) 2023 PROCESSION PARADE

Initiated and hosted by the Namibia Sport Commission (NSC) in collaboration with the Ministry of Sport, Youth & National Service as provided for in Part VI, section 31 of the Namibia Sports Act No.12 of 2003. The aims and objectives of NASA are to encourage, acknowledge and reward athletes and officials for their meritorious achievements in a national, regional, and global arena, during the year under review.

As stated above, this year's spectacular event ceremony is scheduled to take place in your town on **Saturday, 28th October 2023** at the **MTC DOME**. Apart from ensuring that this prestigious event takes place for the second time in your town, this event is in line with the objectives of the Swakopmund Municipality as it not only complements but boosts local business tourism.

To sensitize the locals about NASA we will be having a Procession Parade on Saturday, 28 October from 10h00. The starting point will be at Namib Primary School proceeding into Sam Nujoma Drive until Shoprite, then turn into Tobias Hainyeko Street and then proceed into Welwitschia Street until The MTC Dome. In light of this, we are requesting your good office for the Swakopmund Municipality Traffic Department and the Municipality Fire Brigade Engine Truck to lead the parade which will include the Namibian Defence Force Navy Band, nominees (dressed in national colours tracksuits), officials and corporates. Through this parade we also aim to captivate The Nationhood and National Pride Campaign Programme under The My Namibia, My Country Project an initiative of the The Ministry of Information and Communication Technology.

Chairperson – Prof. Cilas Winkler, Vice Chairperson – Mrs. Turkey Tilse (Shifotoka) Ndashilva
 Commissioners – Ms. Sina Tlabanello; Messrs. Linekela Nanyeni & Patrick Percy Xoaqub
 Chief Administrator – Mr. Simataa Mwilya



Enquiries: Chalo Chanda – NASA Project Director

15 August 2023

Mr. Archie Benjamin
 The Chief Executive Officer
 Swakopmund Municipality
 P/Bag 53
 Swakopmund
 Email: swkmun@swkmun.com.na

Dear Mr. Benjamin,

Partnership for the Namibia Annual Sport Awards (NASA) 2023

It gives me great pleasure to once again invite The Swakopmund Municipality to join other corporate partners to become a backer of the 2023 Namibia Annual Sport Awards (NASA), to be held on Saturday, 28th October 2023, in the beautiful coastal town of Swakopmund under the theme “Celebrating Sporting Excellence” and will be live-streamed on different media platforms including NIBC Sport.

Initiated and hosted by the Namibia Sport Commission (NSC) in collaboration with the Ministry of Sport, Youth & National Service as provided for in Part VI, section 31 of the Namibia Sports Act No.12 of 2003. The aims and objectives of NASA are to encourage, acknowledge and reward athletes and officials for their meritorious achievements in a national, regional, and global arena, during the year under review.

As part of our efforts to promote, commercialize and expand the brand of Namibia Annual Sports Awards, we have had a stakeholder’s engagement event with the MTC Dome with the sole purpose to create synergies and jointly hosting this year’s event alongside the Namibia Annual Sport Expo. The three days Expo will be hosted on the margins of NASA as part of the sports federations build-up exhibition and event activation activities before the main event.

It thus, gives me pleasure to invite the Swakopmund Municipality to partner with us with a partial financial contribution of N\$ 60 000.00 towards the Sports Journalist of the Year category, and event logistics broken down as follows:

N\$ 20 000.00	Broadcasting (Radio & TV)
N\$ 20 000.00	Newspapers, magazines
N\$ 20 000.00	Online, social & photography

Chairperson – Prof. Ulas Wilders, Vice Chairperson – Mrs. Finky Hira (Shilotska) Ndahiva
 Commissioners – Ms. Sha Hahinele; Messrs. Linderko Nanyeni & Patrick Percy Xagob
 Chief Administrator – Mr. Simatua Mweya

NS 40 000.00	Towards events logistics (accommodation and meals)
NS 100 000.00	Total proposed sponsorship package

In return, the NSC commits that we are open to discussing customized event Return on Investment (ROI) benefits with our event partners during our engagements. Furthermore, your sponsored event categories will be promoted with naming rights in all our event promotional and marketing materials. To ensure that our esteemed partners get value for investing in the project, we invite you to work with us so that together we can create customized benefits that are tailor-made to enhance your brand awareness and highlight your products and services that are relevant to our target audience.

The event further allows your organization to build a partnership with the world-class athletes and national coaches who have done our country proud. It further allows our stakeholders to promote your brands to this high-profile audience and further the opportunity for athletes associated with the event. Furthermore, your brand will be able to give back to the local community of the Erongo Region as we have planned sports development and coaching clinics and event activations during which you may set up an advertising booth for four days on the margins of the NASA main event.

To ensure that our esteemed partners get value for investing in the project, we propose that we enter into a three (3) years partnership agreement so that we can together create customized benefits that are tailor-made to enhance your brand association with the event (Awards ROI to be shared in due course). Furthermore, we plan to have activations four events activations on the 25 and 26th of October at Shoprite Swakopmund and Fruits and Veggies respectively, the 26th of October at the Dunes Mall at Walvisbay and a coaching clinic on Saturday morning at Vineta Sports Complex as part of engaging our target audience.

We also wish to request that you submit a corporate advert 3 X 30 – 40 seconds television ad with motion graphics and sound to be filtered during the in-between main event intervals. The advert format should be mp4, HD - 1080p, Duration: 30-45 seconds, each advert must clearly be labelled with the due date for submission being Wednesday, 9 October 2023.

Please feel free to contact our marketing and public relations officer and project manager Mr Chalo Chainda at your earliest convenient time via email at awards@namibiasport.org chalo@namibiasport.org alternatively (m) +264 811 272 980 for more details.

Yours in sports,


Simataa Mwiya
Chief Administrator

Chairperson – Prof. Elias Wülders, Vice Chairperson – Mrs. Turkey Tisa (Shifotoka) Ndashilwa
Commissioners – Ms. Sina Tabanello; Messrs. Unekela Nanyeni & Patrick Percy Xagub
Chief Administrator – Mr. Simataa Mwiya

Good day Ms Gebhardt

Kindly find the attached for your attention.

Kindest regards

Immaculata Ortner | Personal Assistant: Corporate Services | Corporate Services & Human Capital | +264 64 410 4200

From: Annalize Swart <aswart@swkmun.com.na>

Sent: Wednesday, August 16, 2023 4:30 PM

To: Mipasi Haingura <mhaingura@swkmun.com.na>

Cc: Immaculata Ortner <iortner@swkmun.com.na>

Subject: FW: NAMIBIA ANNUAL SPORT AWARDS 2023 PARTNERSHIP

GM:CS&HC

1. Correspondence for your kind attention, action, and response.
2. Correspondence acknowledged.
3. Correspondence recorded.

Annalize Swart | Executive Assistant to the Chief Executive Officer | Chief Executive Office | +264 64 410 4100

From: awards@namibiasport.org <awards@namibiasport.org>

Sent: Wednesday, August 16, 2023 4:17 PM

To: Annalize Swart <aswart@swkmun.com.na>; Annalize Swart <aswart@swkmun.com.na>

Cc: Simataa Mwiya <sa@namibiasport.org>; Magic Nyambe <PA@namibiasport.org>; chalo <chalo@namibiasport.org>

Subject: NAMIBIA ANNUAL SPORT AWARDS 2023 PARTNERSHIP

Good day Ms. Swart,

Kindly receive the attached invitation for the attention of the CEO.

Best Regards,
Ndawana Haitembu

- 11.1.6 **RESUBMISSION: PERMANENT CLOSURE OF ERF 9806, SWAKOPMUND AS PUBLIC OPEN SPACE, REZONING OF ERF 9806 FROM PUBLIC OPEN SPACE TO GENERAL BUSINESS, CONSOLIDATION OF ERVEN 9806 AND 9794, SWAKOPMUND AND REZONING OF ERF 9793, SWAKOPMUND FROM GENERAL RESIDENTIAL 2 TO PUBLIC OPEN SPACE**
(C/M 2023/10/26 - E 9806, E9793, E 9794)

Ordinary Management Committee Meeting of 19 October 2023, Addendum 7.6 page 75 refers.

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

1. Purpose

The purpose of this submission is for the Council to review the Council Resolution C/M 2022/07/28 - E 9806, E 9793.

2. Introduction and Background

A letter dated 17th July 2023 was received from Stewart Planning Town and Regional Planners requesting for the amendment of Council resolution C/M 2022/07/28 pertaining to the application for the Permanent Closure of Erf 9806, Swakopmund as Public Open Space, the Rezoning of Erf 9806, Swakopmund from *Public Open Space* to *General Business*, the Consolidation of Erven 9806 and 9794, Swakopmund into Erf "X". The letter is attached as **Annexure A**.

Council at its Ordinary meeting held on 28th July 2022, resolved the following:

- (a) That Erf 9806, Swakopmund, Extension 39 be closed as Public Open Space in terms of Section 50 (1) (c) of the Local Authorities Act, Act No. 23 of 1992.
- (b) That Erf 9806, Swakopmund, Extension 39 be rezoned from Public Open Space to General Business in terms of Section 105 (1)(a)(ii) of the Urban and Regional Planning Act, Act No 5 of 2018.
- (c) That Erven 9806 and 9794, Swakopmund be consolidated into Erf X in terms of Section 105 (1)(e)(ii) of the Urban and Regional Planning Act, Act No 5 of 2018.
- (d) That Erf 9793, Swakopmund, Extension 39 be rezoned from General Residential 2 with a density of 1:250 m² to Public Open Space in terms of Section 105 (1)(a)(ii) of the Urban and Regional Planning Act, Act No 5 of 2018.
- (e) That the objectors be informed of Council's decision and their right to 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.

In approving the rezoning of Erf 9806, Swakopmund Extension 39 from "Public Open Space" to "General Business", a bulk factor was not allocated as it was not applied for. This was also the case with the application for the rezoning of Erf 9794, Swakopmund Extension 39 from "General Residential 2" with a density of 1:250m² to "General Business" which is to be consolidated with Erf 9806, Swakopmund Extension 39.

In such cases, it has been a norm that a bulk of 2.0, which is the maximum limit in terms of the Swakopmund Zoning scheme becomes applicable.

3. Discussion

The Urban and Regional Planning Board at its meeting held on the 16th May 2023 deferred the aforementioned application requesting that Council amend the resolution to make provision for a bulk factor. The applicant indicated that a bulk of 1.5 will be sufficient for the proposed development, however, the Swakopmund Zoning Scheme does not make provision for a bulk factor of 1.5, a bulk of 2.0 is suggested instead. The Urban and Regional Planning Board's letter is attached as **Annexure B**. It is against this background that the submission is made to Council for consideration. The amendment of the Council resolution will enable the applicant to finalise the rezoning process. The approval by Council dated 22 September 2023, is attached as **Annexure C**.

4. Conclusion

Given that the application served before Council and was approved, it is hereby proposed that the proposed amendment be favourably considered in fulfilment of the request by the Urban and Regional Planning Board.

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

RECOMMENDED:

That the Council Resolution of 28 July 2022, under Item 11.1.19 be repealed and replaced with the following resolution:

- (a) That Erf 9806, Swakopmund Extension 39 be closed as Public Open Space in terms of Section 50 (1) (c) of the Local Authorities Act, Act No. 23 of 1992.**
 - (b) That Erf 9806, Swakopmund Extension 39 be rezoned from Public Open Space to General Business with a bulk of 2.0 in terms of Section 105 (1)(a)(ii) of the Urban and Regional Planning Act, Act No 5 of 2018.**
 - (c) That Erven 9806 and 9794, Swakopmund be consolidated into Erf X in terms of Section 105 (1)(e)(ii) of the Urban and Regional Planning Act, Act No 5 of 2018.**
 - (d) That Erf 9793, Swakopmund Extension 39 be rezoned from General Residential 2 with a density of 1:250 m² to Public Open Space in terms of Section 105 (1)(a)(ii) of the Urban and Regional Planning Act, Act No 5 of 2018.**
 - (e) That the objectors be informed of Council's decision and their right to 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.**
-

ANNEXURE A**STEWART PLANNING**
TOWN & REGIONAL PLANNERS

First Floor CLA Building
84 Theo Ben Gurrah Street
Walvis Bay

P.O. Box 2095
Tel: (064) 280 773
Email: melissa@sp.com.na

Reference: 9794_S**Date: 17 July 2023**

Chief Executive Officer
Municipal Council of Swakopmund
c/o Rakotoka Street and Daniel Kamho Avenue
PO Box 53
Swakopmund

For attention: Mr John Heita**Dear John,****The following application refers:**

Application for the permanent closure of Erf 9806 as Public Open Space, Rezoning of Erf 9806 from Public Open Space to General Business, Consolidation of Erven 9806 and 9794 and Rezoning of Erf 9793 from General Residential 2 to Public Open Space.

After approval from the Swakopmund Municipality for the above mentioned application was received on 7 September 2022, our office proceeded to submit the application to the Urban and Regional Planning Board for final approval.

The Board had a few comments on the application to which we responded in the letter attached as Annexure A. As part of my response to the Board's comment on the bulk factor, I just indicated a bulk of 1.5, as this is more than sufficient for the development proposal. However, the Board has now deferred the application as per the letter attached as Annexure B requesting that a Council Resolution should be provided that indicate the bulk factor for the proposed rezoning of Erf 9806 from Public Open Space to General Business, which is to be consolidated with Erf 9794 (recently rezoned to General Business).

With the rezoning of Erf 9794 to General Business, the applicant did not apply for a bulk so when the rezoning was approved a bulk was not indicated. Thus, the bulk is determined as per the Swakopmund Zoning Scheme as a bulk of 2.0 (maximum bulk). When we applied for the rezoning of Erf 9806 to General Business a bulk factor was also not specified, thus the bulk factor for the proposed General Business zoned Erf 9806 will also be 2.0 as determined by the Swakopmund Zoning Scheme.

In order to obtain Urban and Regional Planning Board approval, it is necessary to recommend to Council the amendment of the letter of approval dated 7 September 2022, to indicate the rezoning of Erf 9806 to General Business **with a bulk of 2.0** which will be consolidated with General Business zoned Erf 9794 with a bulk of 2.0.

I trust you find the above in order and please do not hesitate to contact me if you have any questions or need clarity on the information provided.

Yours faithfully,



Melissa Krocn
Town Planning Officer



STEWART PLANNING
TOWN & REGIONAL PLANNERS

Tel: +264 64 280 770 | Email: melissa@sp.com.na





Republic of Namibia

ANNEXURE

Ministry of Urban and Rural Development

Enquiries: N. Khoa
Tel: (+264+61) 297-5221
Fax: (+264+61) 297-5305
Email: nkhoa@murd.gov.na

Government Office Park
Luther Street

Private Bag 13289
Windhoek, 10001
Namibia

Our Ref: 17/3/1/S2 Ext 39 & 17/3/5/S2 Ext 39
Your Ref:

Mr. B. Stewart
Stewart Planning Town and Regional Planners
P O Box 2095
Walvis Bay
NAMIBIA

Dear Mr. Stewart,

SUBJECT: ITEM 101/2023: SWAKOPMUND EXTENSION 39: PERMANENT CLOSURE OF ERF 9806 (PUBLIC OPEN SPACE); REZONINGS AND SUBSEQUENT CONSOLIDATION WITH ERF 9794

Your letter dated 04 April 2023 has reference.

Kindly be informed that the Urban and Regional Planning Board has during its meeting held on 16 May 2023, recommended that the application be deferred to a next meeting.

Please find attached the Urban and Regional Planning Board minutes of the above mentioned meeting.

Yours faithfully,

**SECRETARIAT
URBAN AND REGIONAL PLANNING BOARD**



Item**Date**

101/2023

16 May 2023

17/3/1/S2 Ext 39 & 17/3/5/S2 Ext 39

SWAKOPMUND EXTENSION 39: PERMANENT CLOSURE OF ERF 9806 (PUBLIC OPEN SPACE); REZONINGS AND SUBSEQUENT CONSOLIDATION WITH ERF 9794 (MUNICIPAL COUNCIL OF SWAKOPMUND / STEWART PLANNING) (Sw.A/39-MD-6CA-Y2)

The Board recommended that the application be deferred to the next meeting to enable the consultant to submit a full Council Resolution for the proposed bulk of 1.5.



Handwritten initials or a signature in black ink, consisting of a stylized 'D' followed by a vertical line and a slanted line.



MUNICIPALITY OF SWAKOPMUND

(064) 4104400
(064) 4104128
Fax/Email: 08866
53 Swakopmund
NAMIBIA

www.swkmun.com.na
townengineer@swkmun.com.na

ANNEXURE C

Ref No: E 9806, E 9793

Enquiries: J Batley

7 September 2022

Stewart Planning
Town and Regional Planners
P O Box 2095
WALVIS BAY
13013
Namibia

bruce@sp.com.na

Dear Sir,

PERMANENT CLOSURE OF ERF 9806, SWAKOPMUND AS PUBLIC OPEN SPACE, REZONING OF ERF 9806 FROM PUBLIC OPEN SPACE TO GENERAL BUSINESS, CONSOLIDATION OF ERVEN 9806 AND 9794, SWAKOPMUND AND REZONING OF ERF 9793, SWAKOPMUND FROM GENERAL RESIDENTIAL 2 TO PUBLIC OPEN SPACE
(C/M 2022/07/28 - E 9806, E 9793)

Please be informed that the Municipal Council of Swakopmund has on 28th July 2022 resolved as follows:

"RESOLVED:

- (a) That Erf 9806, Swakopmund, Extension 39 be closed as Public Open Space in terms of Section 50 (1) (c) of the Local Authorities Act, Act No. 23 of 1992.
- (b) That Erf 9806, Swakopmund, Extension 39 be rezoned from Public Open Space to General Business in terms of Section 105 (1)(a)(ii) of the Urban and Regional Planning Act, Act No 5 of 2018.
- (c) That Erven 9806 and 9794, Swakopmund be consolidated into Erf X in terms of Section 105 (1)(e)(ii) of the Urban and Regional Planning Act, Act No 5 of 2018.
- (d) That Erf 9793, Swakopmund, Extension 39 be rezoned from General Residential 2 with a density of 1:250 m² to Public Open Space in terms of Section 105 (1)(e)(ii) of the Urban and Regional Planning Act, Act No 5 of 2018.
- (e) That the objectors be informed of Council's decision and their right to 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.

All correspondence must be addressed to Chief Executive Officer

UB

Kindly also take notice that the objectors have been informed of their right to appeal against the Council decision in accordance with Section 110 of the Urban and Regional Planning Act to the Minister within 21 days.

Yours faithfully,



C McClune

GENERAL MANAGER: ENGINEERING & PLANNING SERVICES

JB/jh



11.1.7 **APPLICATION FOR THE PURCHASE OF A STREET PORTION
ADJACENT TO ERF 4089, MONDESA**
(C/M 2023/10/26 - M 4089)

Ordinary Management Committee Meeting of 19 October 2023,
Addendum 7.7 page 83 refers.

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

1. Purpose

The purpose of this submission is for the Council to consider the application for the purchase of the street portion after the "in loco" that took place on the **9th August 2023**.

2. Introduction and Background

The Management Committee during its meeting held on the **12th August 2014**, resolved under the Item Number 8.11 "that an "in loco" inspection be conducted at Erf 4089, Swakopmund on a date and time to be determined by the Chief Executive Officer.

The land purchase request has been forwarded to the engineering and Planning Services by the General Manager: Corporate Services and Human Capital as per the letter dated 14 July 2023, for finalisation. See attached **Annexure A1**.

The aforementioned "in loco" took place on the **9th August 2023**, where by it was directed that the original submission retaining its **14th August 2014** recommendations should be resubmitted for consideration.

It is against this background that this item is being resubmitted in its original form before Council for consideration.

The following submission was discussed by the Council on **27 September 2012**; whereafter the following decision was passed:

That this item be referred back and that it be resubmitted to the next Management Committee for further consideration with regard to a comparison with the transaction of Ms N Kameho of Erf 1953, Mondesa, inter alia.

With reference to the above resolution, Council on **02 June 2009** approved the sale of the street portion (Erf 1847, Mondesa) to Ms N Kameho, to consolidate it with her erf, Erf 1953, Mondesa to extend her house for the operation of a Residential Guest House.

In terms of the Swakopmund Town Planning Scheme, Council can grant consent for the operation of Residential Quest House on a single residential zoning.

The proposed use on the consolidated erf (Erf 4358, Mondesa) for Ms N Kameho does not have an impact on the density and also it does

not require the rezoning of the erf, since she intends to remain with one dwelling unit.

Therefore the matter is resubmitted to the Management Committee for further discussion:

1. **Application**

- 1.1 An application was received on **16 January 2012** from Mr B Gerhard (owner of Erf 4089, Mondesa) to purchase a portion of land (street) adjoining his Erf 4089, Mondesa (**Annexure "A"**).
- 1.2 The portion applied for is indicated on the map attached as **Annexure "B"** and it measures approximately 360m² (two different size options were given - depending on the purchase price).
- 1.3 The intention of Mr B Gerhard is to invest his pension in constructing flats on the additional portion of land.

2. **Comments**

- 2.1 The application was discussed by the Planning Forum on **14 February 2012** and it was proposed that Erongo RED and Engineering Services Department be requested to provide comments on the following aspects:
 - *Municipal services crossing the portion applied for and the exact size;*
 - *Electrical services crossing the portion;*
 - *The density of portion.*
- 2.2 According to verbal comments from our Town Planning Assistant, he confirmed that there are no municipal services located on the portion applied for and that the access to Erf 1646, Mondesa will not be affected as no access is located on the erf boundary concerned.
- 2.3 With regard to the density of the area it was stated that, Erf 4089, Mondesa has a density of 1:200, therefore the applicant's proposed use cannot be accommodated on the erf. The erf is already located in a dense area and it is not recommended that further densification of this area take place. No comments were received from Erongo RED.

3. **Proposed Use of Land**

- 3.1 It was further proposed by the Planning Forum on **14 February 2012** that Mr B Gerhard be requested to indicate the intended purpose of acquiring the additional portion and be informed of cost estimates for acquiring the portion. The total estimated cost for acquiring the portion (street closure, purchase price, subdivision and consolidation, survey and transfer fees) amounts to **N\$103 873.39**.

- 3.2 A letter from Mr B Gerhard was received on **16 April 2012** stating that he intends to build flats (for renting) on the additional portion and that he is willing to proceed with the transaction (**Annexure "C"**).
- 3.3 Erf 4089, Mondesa is zoned Single Residential with a density of 1:200 (Special Designated Area) and in terms of **Swakopmund Town Planning Amendment Scheme No. 12**, Sectional Title units can only be allowed / permitted on a Single Residential property with consent of Council. Below is the table indicating the two respective zonings:

ZONE	PURPOSES FOR WHICH LAND MAY BE USED	PURPOSES FOR WHICH LAND MAY BE USED AND BUILDINGS MAY BE ERECTED AND USED WITH THE SPECIAL CONSENT OF THE COUNCIL ONLY
General Residential	Dwelling House/s, Blocks of Flats, Residential Buildings, Townhouses	Place of Instruction, Place of Worship, Institutional Buildings, Bed and Breakfast, Pensions, Licensed Hotels, Resident Occupation, Residential Guest House
Single Residential	Dwelling House	Place of Public Worship, Place of Instruction, Resident Occupation, Residential Guest House.

4. Similar Application Approved by Council

Council on **25 February 2010** approved the sale of a portion of the street measuring $\pm 147\text{m}^2$ situated adjacent to Erf 1946, Mondesa to Mr H Visagie to be consolidated with his "single residential" erf; at a purchase price of N\$50.00/m².

5. Conclusion

Taking into consideration that the proposed development for the additional land cannot be permitted due to the zoning and the density of the area, it is therefore proposed that portion be sold to Mr B Gerhard being the owner of Erf 4089, Mondesa for the sole purpose of extending his house rather than constructing blocks of flats.

The property is located in an already dense area and it is not advised to further densify this already dense area.

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

RECOMMENDED:

That the application of Mr B Gerhard to purchase a portion of land situated adjacent to Erf 4089, Mondesa measuring $\pm 365\text{m}^2$ and to consolidate with Erf 4089, Mondesa for the purpose of building flats **NOT** be approved as the proposed use cannot be permitted on the additional portion of land due to zoning and density requirements of the area.



MUNICIPALITY OF SWAKOPMUND

Ref No: M 4089

Enquiries: Ms Margaret Sheehama

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

14 July 2023

Ms Benhard Gerhard (Junior)
 P O Box 19
 Karibib
 13009

081 300 9274

Dear Sir

APPLICATION TO PURCHASE AN OPEN SPACE INFRONT OF ERF 4089,
OMULONDO STREET, MONDESA

Your letter dated 06 June 2023 regarding the above matter refers.

The application of Mr B Gerhard (senior) dated 16 January 2012 to purchase the same portion of land was discussed at the Management Committee on 12 August 2014, under item 8.11 and the following was resolved:

That an "in loco" inspection be conducted at Erf 4089, Swakopmund on a date and time to be determined by the Chief Executive Officer.

Although the above decision was taken, no records are found indicating that an inspection was conducted hence the application was not finalized. Your application has been forwarded to our Engineering and Planning Services Department for further action whereafter you will be informed accordingly.

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

Yours faithfully

Mpsai Haingura
 GM: CORPORATE SERVICE & HC
 /ms



Copy:
 GM: Engineering and Planning Services
 Kindly confirm whether Item 8.11, MC
 12/08/2014 was executed.
 Attached the submission and subsequent
 e-mail dated 03 February 2020.

42
Ordinary Management Committee Meeting – 16 November 2012

M 408c

Annexure "A"

Municipality of Swakopmund

P.O. Box 59

Swakopmund

To whom it may concern:

Dear Sir / Madam

MUNICIPALITY

2012-01-16

SWAKOPMUND

4089

I, Bernard Gerhard (ID 490202 0012 7), owner of Erf 4498 Mondsee would hereby wish to enquire if the plot adjacent to mine can be purchased as I am interested in buying this property.

If this property is available, I will appreciate your assistance in providing me with the purchase price of this plot as well as all the financial and legal implications as soon as possible.

I attach the erf print-out.

Yours truly

BERNARD

Mr G Bernard

P.O. BOX 2596
Swatopmund

CELL: 08/1475390

061. 143600 F-PEN EXP. 1100

11.1.8 **RESUBMISSION: SUBDIVISION OF PORTION 121 (A PORTION OF PORTION 32) OF FARM 163 SMALLHOLDINGS INTO PORTION A, B AND REMAINDER**
(C/M 2023/10/26 - PTN 121)

Ordinary Management Committee Meeting of 19 October 2023, Addendum 7.8 page 90 refers.

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

1. Purpose

The purpose of this submission is for Council to reconsider the application for the subdivision of Portion 121 (a portion of Portion 32) of Farm 163, Smallholdings into Portion A, B and Remainder.

2. Introduction and Background

An application was received by the Engineering and Planning Services Department from Stubenrauch Planning Consultants, applying on behalf of the owners of Portion 121, Smallholdings for the subdivision of Portion 121 Smallholdings into Portion A, B and Remainder. The application is attached as **Annexure A**.

This application served before the Management Committee at its meeting held on the **11th May 2023**, under item 8.8 and it was resolved *"that this item be withdrawn from the agenda."* No further explanation was given; thus the application is herewith resubmitted for Council's reconsideration.

That this item be withdrawn from the Agenda".

3. Zoning, Size and Locality

Portion 121 Smallholdings is zoned *"Agricultural"* and measures 11.2951 hectares in extent. It is within the area well known as Swakop River Plots, alongside the B2 Road to Windhoek. The portion has been developed and it accommodates three structures on it. A locality map depicting the area has been inserted below as figure 1.

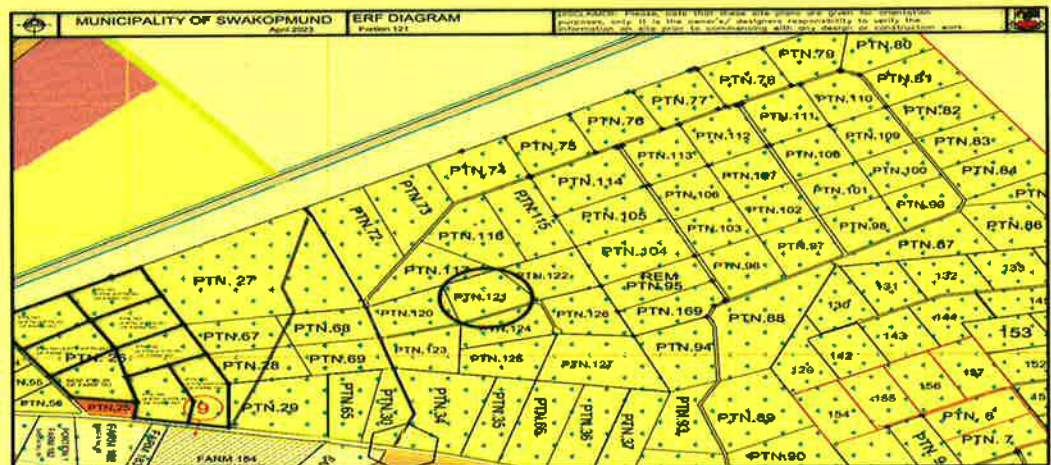


Figure 1: Locality Plan

4. Ownership

The ownership of Portion 121, Smallholdings vests in the Trustees for the time Being of the Rudi Brand Family Trust, as contained in the Title Deed Number T 1483/2014. **Annexure B.**

5. Access, municipal services

Access to Portion 121, Smallholdings is obtained via an unnamed 13 metre road that runs along the southern border of the property. The same access would be maintained for the newly created portions.

The existing municipal services will be maintained. The water points will be connected to the existing point. Should there be a need to upgrade the services due to this subdivision, the upgrade will be for the account of the property owner.

6. Advertisement

In terms of the Urban and Regional Planning Regulations Section 10 (4) for subdivision, only the affected neighbouring property owners must be notified. No publication of notices in newspapers and government gazette is required.

The five surrounding neighbours were consulted in writing, to give them the opportunity to view the intended development and allow them to comment or object against the proposed development. The closing date for the neighbours to return their completed forms was the **27th of March 2023** and no objections received. The neighbour consultation is attached as **Annexure C.**

7. Proposal

It is the intention of the owners to subdivide Portion 121 into Portion A, B and Remainder. There are three building plans which are approved by Council, and now the owners wish to subdivide in order to sell each portion of land to the current occupants and have invested capital in the construction of the buildings.

7.1 Subdivision

The proposed subdivision of Portion 121, Smallholdings will yield portions as outlined below:

Portion Number	Size in (Ha)	Zoning
<i>Portion A</i>	4.2321	<i>Agricultural</i>
<i>Portion B</i>	3.0389	<i>Agricultural</i>
<i>Rem/ Portion 121</i>	4.0241	<i>Agricultural</i>
Total	11.2951	

Table 1: Proposed subdivision

8. Evaluation

The portion currently has three dwelling units built on it. These houses were constructed in line with approved building plans. In terms of the

Swakopmund Structure Plan 2020-2040, Portion 121 falls within the zone D, which is Agriculture Estate 10 Ha.

8.1 Swakopmund Structure Plan 2020-2040

In terms of Section 7.1.2 (b) of the Swakopmund Structure Plan 2020-2040, the agricultural estates zone D, is to form part of the agricultural dominated land use area which forms part of the peripheral greenbelt to be preserved along the peripheral areas of the Swakopmund Townlands. Due to the rocky and infertile topsoil conditions as well as the undulating topography found within this area, as well as the remoteness of the zone from the urban area, the area is to be reserved for agricultural uses such as animal husbandry, feedlots, hydroponic and ornamental gardens or then any agricultural activity requiring larger land parcels. As such the smallholdings within this area should not be smaller than 10 hectares. Strict restrictions should be put in place to restrict owners of these plots to further subdivide any smallholdings if the minimum site requirements cannot be met. However, exemptions can be made for plots that accommodate two or more existing residential structures which were constructed with approved building plans prior to the adoption of this Structure Plan who wish to subdivide.

8.2 Council Property Policy

Section 12 of the Property Policy stipulates that:

- (a) *Smallholdings may be subdivided into portions with a minimum size of not smaller than 10ha.*
- (b) *Owners who wish to subdivide their smallholding shall provide services to the subdivided portions according to the specification of the Engineering Services Department.*
- (c) *The smallholding owners are specifically prohibited from developing housing schemes on the plots.*
- (d) *The portions created by such subdivisions shall only be used for purposes as stipulated in the Town Planning Amendment Scheme Regulations; Primary Uses: Agricultural Building Consent Uses: Tourist Facilities, Dwelling Houses, Farm Stall, Place of Instruction, Place of Public Worship, Shop, Tourist Establishment, Private Open Space*

The Property Policy needs to be reviewed so that the two documents can speak one language.

9. Conclusion

Due to non-functionality of the site because of rocky and infertile soil, the application to subdivide Portion 121, Smallholdings into Portion A, B and Remainder is within the parameters of the Structure Plan and on that basis, it can be approved.

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

RECOMMENDED:

- (a) That application to subdivide Portion 121 (a portion of Portion 32) of Farm 163 Smallholdings into Portions A, B and Remainder be approved, as follows:

<i>Portion Number</i>	<i>Size in (Ha)</i>	<i>Zoning</i>
<i>Portion A</i>	<i>4.2321</i>	<i>Agricultural</i>
<i>Portion B</i>	<i>3.0389</i>	<i>Agricultural</i>
<i>Rem/ Portion 121</i>	<i>4.0241</i>	<i>Agricultural</i>
<i>Total</i>	<i>11.2951</i>	

- (b) That the subdivision of Portion 121 (a portion of Portion 32) of Farm 163 Smallholdings be exempted in terms of the section 7.1.2 (b) of the Swakopmund Structure Plan 2020-2040 due to the fact that there are three existing dwelling units on the property.
- (c) That the subdivision of Portion 121 (a portion of Portion 32) of Farm 163 Smallholdings be subject to a 7.5% 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.
- (d) That the upgrade of municipal services be for the account of the applicant, and it must be designed to the satisfaction of the General Manager: Engineering and Planning Services.
- (e) 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.*
- (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, and
- (g) That the Corporate Services and Human Capital Department embark upon the review of the Council's Property Policy.
-

ANNEXURE A- APPLICATION



Planning Consultants TOWN AND REGIONAL PLANNERS

Reg. No. 95/00809 Tel: +264 61 261189
 Feld Str. 45 +264 61 262400
 PO Box 41404 Fax: +264 61 262167
 Windhoek gunther@spc.com.na
 Namibia www.spc.com.na



Our Ref: W/22058
 Enquiries: G. Stubenrauch/ V. Hatutale

26 September 2022

The Chief Executive Officer
 Swakopmund Municipality
 PO Box 53
 Swakopmund

Dear Mr A Benjamin

SUBDIVISION OF PORTION 121 (A PORTION OF PORTION 32) FARM NO. 163 INTO PORTION A, B AND THE REMAINDER

1. THE APPLICATION

Stubenrauch Planning Consultants cc has been appointed by the owners of Portion 121(a portion of Portion 26) of Farm No. 163 in the Swakopmund area, to apply to the Swakopmund Municipality for the Portion 121 (a Portion of Portion 32) Farm No. 163 into Portion A, B and the Remainder.

The purpose of this application is to obtain a formal Council Resolution as required, and, in line with the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018), which will enable our office to submit the subdivision application to the Urban and Regional Planning Board.

This application complies with Section 7.1.2 (a) of the Swakopmund Structure Plan (2020 - 2040). This structure plan was approved by the Urban and Regional Planning Board and published in the Government Gazette 01 August 2022 by the Honourable Minister of Urban and Rural Development in terms of Section 36 (2)(b) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) (kindly see the attached gazette).

Kindly take note that a formal Council Resolution approving the proposed subdivision as set out above should only be taken once the procedures set out in Paragraph 7 of this application have been completed.

2. ERF INFORMATION

2.1 Locality

As depicted in Figure 1 below, Portion 121 (a Portion of Portion 32) Farm No. 163 is located within the Swakopmund smallholdings area, close to the B2 road to Usakos.

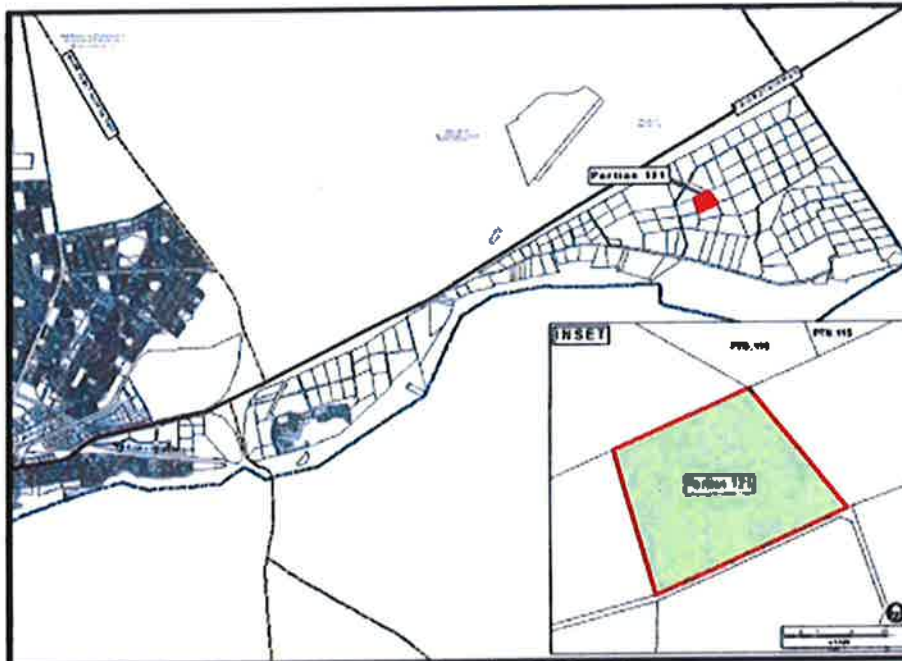


Figure 1: Locality of Portion 121 (a Portion of Portion 32) Farm No. 163

2.2 Ownership

As per the attached Title Deed no. T 1483/2014, ownership of Portion 121 (a Portion of Portion 32) Farm No. 163 vests with the Trustees for the time Being of the Rudi Brand Family Trust.

2.3 Size

Portion 121 (a Portion of Portion 32) Farm No. 163 measures 11. 2951 Ha in extent.

2.4 Zoning

According to the Swakopmund Zoning Scheme, Portion 121 (a Portion of Portion 32) Farm No. 163 is zoned for "Agricultural" purposes. The Swakopmund Zoning Scheme has no density allocated to the subject portion, as such, no rezoning is required in this application, it should however be noted that the Swakopmund Structure Plan (2020 - 2040) indicates that portions of land located in the Agricultural Estates Zone (which includes Portion 121), should not be less than 10 Ha in size (kindly see Paragraph 3 of this application).

2.5 Status Quo

As depicted in Figure 2 below, Portion 121 (a Portion of Portion 32) Farm No. 163, the portion currently has 3 dwelling units built on it. The dwelling units were constructed in line with building plans that were approved by the Swakopmund Municipality (kindly see attached). There are currently 3 residences on the portion, and this application has the intention of separating these residences onto separate erven.

As indicated by the contours on the attached maps, the site is characterized by a very flat topography.



Figure 2: Aerial Photo Clip

3. PROPOSED SUBDIVISION

It is the intention of our clients to subdivide Portion 121 (a Portion of Portion 32) Farm No. 163 into Portions A, B and the Remainder.

Portion 121 (a Portion of Portion 32) Farm No. 163 has 3 building plans which are approved by the Municipality of Swakopmund, and our clients now wish to subdivide the portion, in order to sell each portion of land, to the residents that currently live there, and have invested capital in the construction of the buildings.

It should be noted that the proposed subdivision is in line with the approved Swakopmund Structure Plan (2020 - 2040). Figure 3 below is a map extracted from the Swakopmund Structure Plan (2020 - 2040), which indicates the Environmental considerations and Agriculture sites within the Swakopmund townlands boundary, and it shows that Portion 121 (a portion of Portion 32) of Farm No. 163 is part of Zone D, the Agricultural Estates Zone.

According to Section 7.1.2 (a) of the Swakopmund Structure Plan (2020 - 2040), *“The agricultural estates (Zone D) is to form an agricultural dominated land use area which forms part of the peripheral greenbelt to be preserved along the peripheral areas of the Swakopmund Townlands. Due to the rocky and infertile topsoil conditions as well as the undulating topography found within this area, as well as the remoteness of the zone from the urban area the area is to be reserved for agricultural uses such as animal husbandry, feedlots, hydroponic and ornamental gardens or then any agricultural activity requiring larger land parcels. As such the smallholdings within this area should not be smaller than 10 Hectares.*

Restrictions:

Strict restrictions should be put in place to restrict owners of these plots to further subdivide any smallholding if the minimum site requirement cannot be met. However, exemptions can be made for plots that accommodate two or more existing residential structures (main dwelling units) which were constructed with approved building plans prior to the adoption of this Structure Plan who wish to subdivide. The minimum sizes and land use allocation is further set out under the Small Holdings Policy Plan in the separate policy document.

No industrial activity should be permitted in this area. However economic incentives such as a neighbourhood market or a farm stall can be permitted on conditions determined by Council."

As outlined in the extract above, it can be concluded that the proposed subdivision fully considers the guidelines of the Swakopmund Structure Plan (2020 - 2040), and is fully compliant to these guidelines.

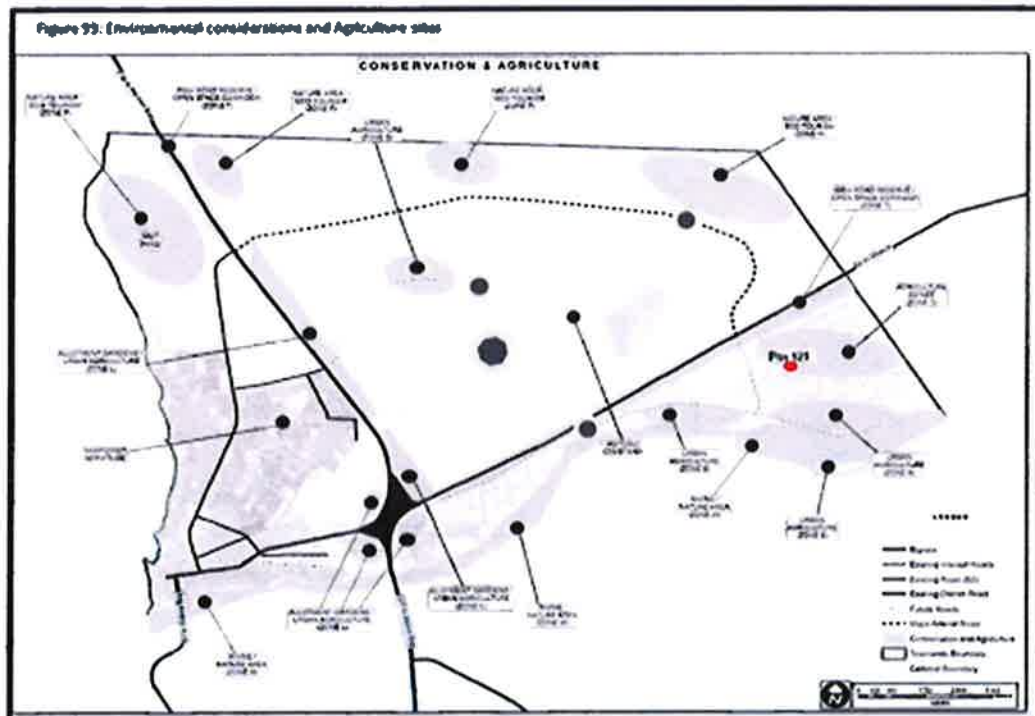


Figure 3: Environmental considerations and Agriculture sites within the Swakopmund townlands boundary

3.1 Subdivision

The proposed subdivision of Portion 121 (a Portion of Portion 32) Farm No. 163 into Portions A, B and the Remainder will yield portions as outlined below.

Portion Number	±Size (Ha)	Zoning
Portion A	4.2321	Agricultural
Portion B	3.0389	Agricultural
RE/167	4.0241	Agricultural
Portion 167	11.2951 Ha	Agricultural

Table: Subdivision of Portion 121 (a Portion of Portion 32) Farm No. 163

(Act 5 of 2018) and promulgated the regulations relating to the Urban and Regional Planning Act.

These regulations under Section 10 require that on receipt of a complete application in terms of Section 105 of the Urban and Regional Planning Act, 2018, the Chief Executive Officer of the Local Authority or the authorised planning authority must request the applicant to give notice of the application in the prescribed manner to the prescribed persons.

To comply with the Urban and Regional Planning Act and its Regulations of September 2020, we hereby request the Swakopmund Municipality to instruct our office in writing to give notice of the subject application in the prescribed manner by notifying neighbouring land owners of the intention subdivide and consolidate. An example of this written instruction is attached to this application.

Since the owners of the farms surrounding the subject portions are to be notified, the Local Authority is kindly requested to provide our office with the postal and/or contact details to which we can send the notifications. A request for the contact details of the neighbours is attached to this application, for your easy reference.

8. COMPLIANCE WITH THE URBAN AND REGIONAL PLANNING ACT (ACT NO 5 OF 2018)

Section 65 of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) deals with the matters to be taken into account by the functionary authorised as contemplated in Section 88 when considering the proposed application.

The subject application complies with the following relevant considerations:

8.1 Impact on the Surrounding Area

The proposed subdivision will not have any negative impacts on the character of the surrounding area, as the land use zone will remain the same, as such, it will continue being fully compatible with the surrounding area. The subdivision will only function as a way of separating the dwelling units onto separate erven, as such no nuisance will be caused to the surrounding area.

8.2 Socio Economic Impact

The proposed subdivision will not have no impacts on the socio-economy of the area. This is a small scale subdivision, and as such the socio economic impacts are limited to the owner of the property who will gain monetarily from the sale of the Remainder, and then the buyers of the Portions who will gain property, which can be used to advance their personal socio economic statuses.

8.3 Compliance with the Applicable Legislation

The subdivision of Portion 121 (a Portion of Portion 32) Farm No. 163 is being done in line with the Swakopmund Zoning Scheme, the Swakopmund Structure Plan (2020 - 2040) and the Urban and Regional Planning Act, 2018 (No. 5 of 2018).

9. COUNCIL RESOLUTION

Stubenrauch Planning Consultants cc herewith applies to the Swakopmund Municipality for approval of the subdivision of Portion 121 (a Portion of Portion 32) Farm No. 163 into Portions A, B and the Remainder.

10. ANNEXURES

Kindly find enclosed the following documents for your reviewing, in support of this application.

Annexure A: Relevant Maps

- A1: Locality map
- A2: Subdivision map
- A3: Aerial Photo map

Annexure B: Example of Written Instruction to Notify**Annexure C: Request for Addresses of the Surrounding Property Owners**

Should Council be in agreement, please kindly provide our office with the following documentation:

- Council Resolution
- Formal Council Minutes, including the front and second page indicating who attended, extract dealing with the amendment of title conditions as well as the last page signed by both the Chief Executive Officer and the Mayor.
- Date stamped maps of the attached sets maps.

We trust that you will support this application.

Yours Sincerely



Günther Stubenrauch

POWER OF ATTORNEY

We, the undersigned

**RUDI BRAND
MEDA ANDREEA BRAND
DIRK JOHANNES ALBERTUS BRAND
SYLVIA HELGA BRAND**

In our capacity as a Trustees for the Time Being of the Rudi Brand Family Trust

The registered owner of

**Portion 121 (a portion of Portion 32) of Farm
No. 163**

Do hereby nominate, constitute and appoint

**Stubenrauch Planning Consultants cc
P O Box 41404
Windhoek**

With power of Substitution, to be my lawful Attorney and Agent in my name, place and stead, to make the necessary application to the Swakopmund Municipality and Ministry of Urban and Rural Development; Urban and Regional Planning Board (URPB) for the:


1. Subdivision of Portion 121 (a portion of Portion 32) of Farm No. 163 into Portions A, B and the Remainder

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 I might or could do if personally present and acting herein - hereby ratifying, allowing and confirm all and whatsoever our said Attorney and agent shall lawfully do, or cause to be done, by virtue of these presents.

SIGNED at Swakopmund this 27th Day of September 2022 in the presence of the undersigned witnesses.

WITNESSES:1. Y. M. Christen.....


Trustee

2. Meda Andreea Brand.....


Trustee



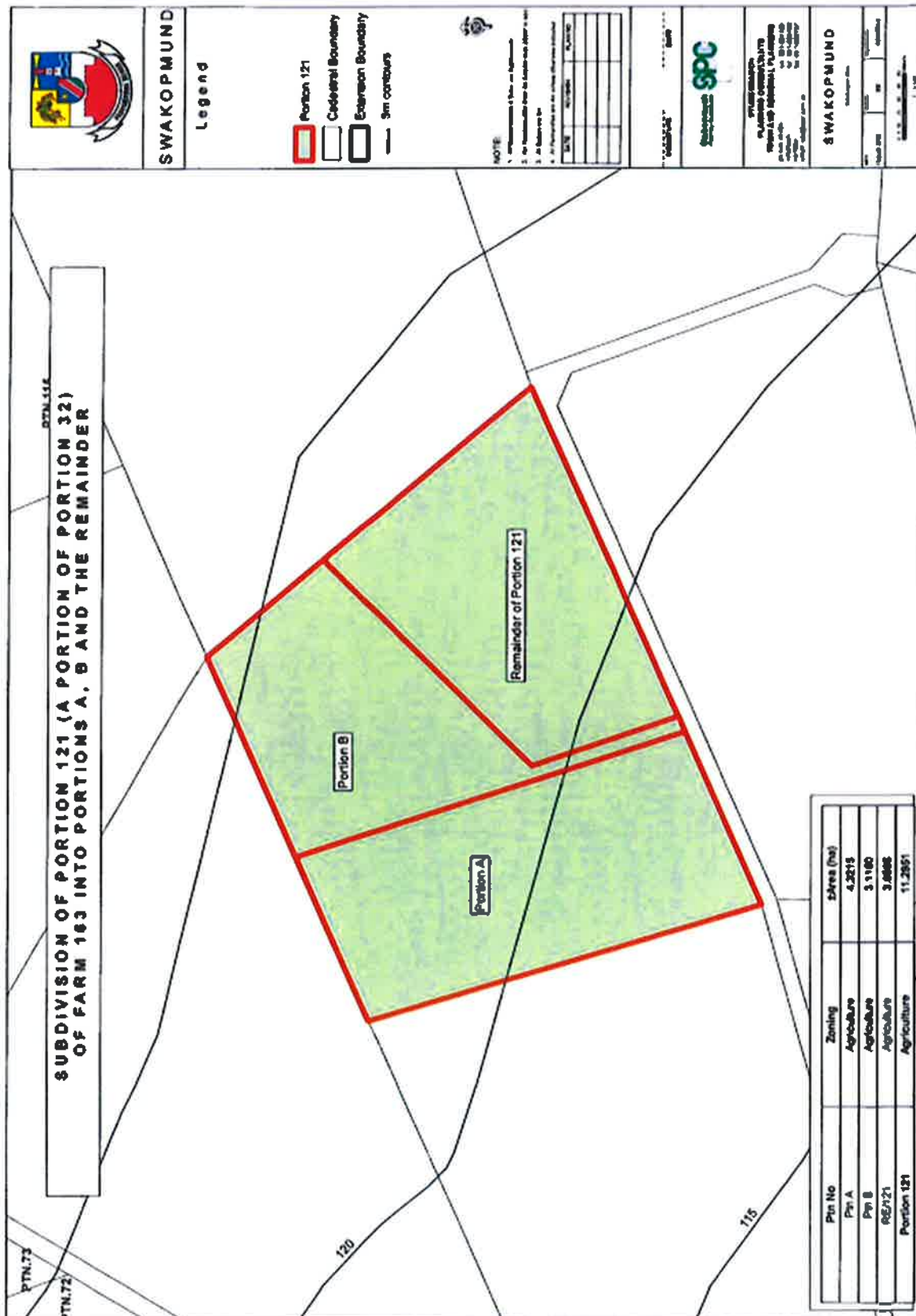
Trustee

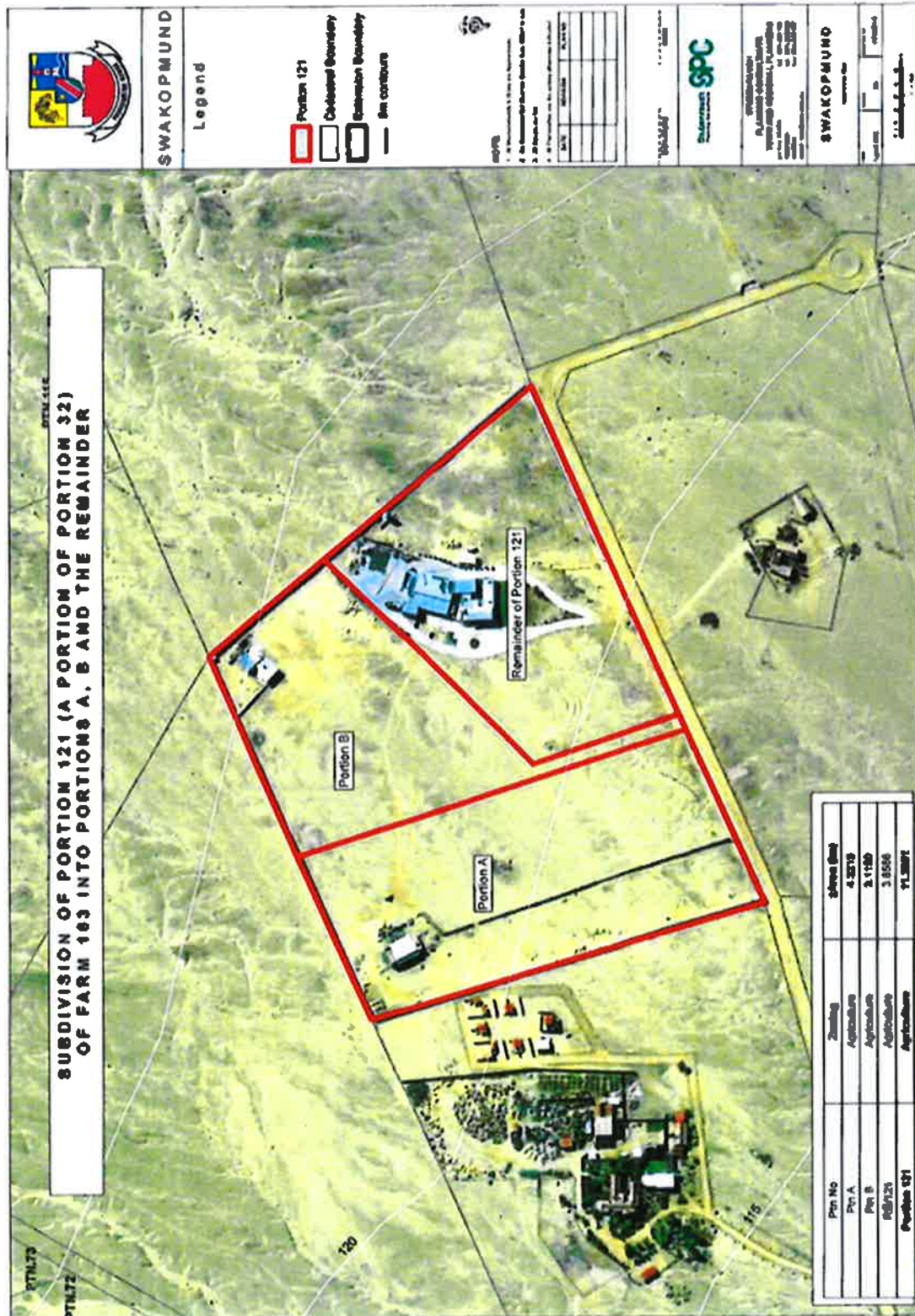


Trustee



PROPOSED SUBDIVISION LAYOUT



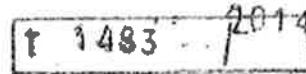


ANNEXURE B OWNERSHIP



Prepared by me
Kulalit
 CONVEYANCER
 DU TOIT M

VAN DER MERWE CJW & ASSOCIATES
 Legal Practitioners Notaries & Conveyancers
 15 Feld Street
 P O Box 173, Windhoek



DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

MARA DU TOIT

THAT ~~CAREL JACOBUS WICHARD VAN DER MERWE~~

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

1. RUDI BRAND

Identity number : 820208 1024 1

Married out of Community of Property

2. MEDA ANDREEA BRAND

Born on 31 May 1976

Married out of Community of Property

dated the 11 day of November 2013 and signed at SWAKOPMUND

W

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AND the said Appearer declared that his said Principal has truly and legally by way of free gift as a donation inter vivos donated the hereinafter mentioned immovable property to the hereinafter mentioned Transferee, which donation has been accepted by the Transferee on the 11 November 2013,

AND THAT HE, in his capacity as Attorney aforesaid, did by these presents, cede and transfer, in full and free property to and on behalf of

**THE TRUSTEES FOR THE TIME BEING OF
THE RUDI BRAND FAMILY TRUST**

Their Heirs, Executors, Administrators or Assigns

CERTAIN: PORTION 121 (a Portion of Portion 32) OF THE FARM NO 163

SITUATE In the Municipality of Swakopmund
Registration Division "G"
ERONGO REGION

MEASURING 11,2951 (ELEVEN COMMA TWO NINE FIVE ONE) hectares

FIRST TRANSFERRED by Deed of Transfer no. T9844/2006 with Diagram S.G. No A1025/2005 relating thereto and held by Deed of Transfer no. T3476/2013

- A. SUBJECT to the following conditions imposed in terms of the Town Planning Ordinance, Ordinance 18 of 1954, created in the said Deed of Transfer no. T3476/2013, 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 Windhoek Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance 1954 (Ordinance 18 of 1954), as amended.

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

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WHEREFORE the Appearer, renouncing all the Right and Title the Transferor heretofore had to the premises, did, in consequence, also acknowledge them to be entirely dispossessed of and disentitled to, the same, and that, by virtue of these Presents, the said Transferee (their 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 that transfer duty was calculated on the fair value of the property being the sum of N\$42 664,00 according to Section 5(1)(c) of the Transfer Duty Act No 14 of 1993

SIGNED AT WINDHOEK on _____
confirmed with my Seal of Office

together with the Appearer, and


SIGNATURE OF APPEARER

In my presence


REGISTRAR OF DEEDS

FOR INFORMATION ONLY

1. Transfer duty receipt No. 304058002 issued by the Receiver of Revenue at WALVIS BAY on 17 March 2014 for N\$5 119,68.

(Checked 1 )

2. I, the undersigned, GAREL JACOBUS WICHARD VAN DER MERWE Conveyancer, hereby certify in terms of Section 78 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 supplies to such property in terms of the Act, inclusive of any availability charge and minimum charge provided for in Section 30(1)(u) of the Act, have been paid up to and including the date of registration thereof.


CONVEYANCER



ANNEXURE C CONSULTATION

Stubenrauch

Planning Consultants cc TOWN AND REGIONAL PLANNERS



Reg. No. 2590809
Fol. No. 45
PO Box 11000
Windhoek
Namibia

Tel: +264 61 251189
+264 61 252480
Fax: +264 61 252157
gundher@spc.com.na
www.spc.com.na

Our Ref: W/22058

23 February 2023

Enquiries: G. Stubenrauch/ V. Hatutale

ACKNOWLEDGMENT OF RECEIPT FOR THE FOLLOWING:

1. 1x letter of notice for the proposed subdivision of Portion 167 (a portion of Portion 26) of Farm No. 163 into Portion A and the Remainder

Erf Number	Name	Signature	Date
Portion 122 (a Portion of Portion 32) of Farm No. 163	Etambuya MBUYE		15/March/2023
Portion 126 (a Portion of Portion 32) of Farm No. 163	Wib. B. tse/		1/03/2023
Portion 124 (a Portion of Portion 32) of Farm No. 163	SWULO Mawula		14/03/2023
Portion 123 (a Portion of Portion 32) of Farm No. 163	C Venter		1/3/2023
Portion 120 (a Portion of Portion 32) of Farm No. 163	Z. Ruh		14/03/23

Kindly return via email to office4@spc.com.na

127
Ordinary Council Meeting - 26 October 2023

Our Ref: W/2023

Name: Amberley 171
Plot No: 125756 Windsor
Cell: 0345 44 8011
Email: _____
Date: 15.05.2023 (Date)
(please fill in your details above)

Stobrand Planning Consultants
PO Box 41406
Winchcomb

Dear Sir / Madam

Re: Subdivision of Portion 121 (a Portion of Portion 32) of Farm No. 163 into Portion A and the Remainder

Herein do I / we (please print) _____

the owner/s of lot Plot 122

declare that I / we (please indicate an X in the appropriate box):

Do not object against

☒ Subdivision of Portion 121 (a Portion of Portion 32) of Farm No. 163 into Portion A and the Remainder

Do object against

☐ Subdivision of Portion 121 (a Portion of Portion 32) of Farm No. 163 into Portion A and the Remainder

If objecting please indicate the reasons for doing so:

Please note that even if you do not have any objection or reservation against the intended application, you are requested to kindly return the completed form to our office, as the form is to be attached to the Urban and Regional Planning Board (URPB) submissions. Should this form not be returned to our office by 27 March 2023, we will assume there are no objections against above-mentioned development.

Signed at Winchcomb on this 15 day of March in the year 2023

[Signature]
Signature of Property Owner

[Signature]
Witness

Our Ref: W/22058

Name

PO Box

Cell

Email

Date

(please fill in your details above)

Urban and Planning Consultants cc
PO Box 61404
Windhoek

Dear Sir / Madam

Re: Subdivision of Portion 121 (a Portion of Portion 32) of Farm No. 163 into Portion A and the Remainder

Whereby do I / we (please print) Urban and Planning Consultantsthe owner/s of erf 121

declare that I / we (please indicate an X in the appropriate box)

Do not object against

Subdivision of Portion 121 (a Portion of Portion 32) of Farm No. 163 into Portion A and the Remainder

Do object against:

Subdivision of Portion 121 (a Portion of Portion 32) of Farm No. 163 into Portion A and the Remainder

If objecting please indicate the reasons for doing so:

Please note that even if you do not have any objection or reservation against the intended application, you are requested to kindly return the completed form to our office, as the form is to be attached to the Urban and Regional Planning Board (URPB) submissions. Should this form not be returned to our office by 27 March 2023, we will assume there are no objections against above-mentioned development.

Signed at Windhoek on this 1 day of March in the year 2023

Signature of Property Owner

Witness

Out Ref: W/2/058

Name David D/11 McQuinn
 P.O. Box 6258 Whangarei
 Cell 09 51 82 1095
 Email David@Sagea-Whangarei.co.nz
 / / (Date)
 (please fill in your details above)

Sturgeson Planning Consultants Ltd
 P.O. Box 71-494
 Whangarei

Re: 5a / Matlam

Re: Subdivision of Portion 121 (a Portion of Portion 52) of Farm No. 163 into Portion A and the Remainder

Herewith do I / we (please print)

The owner/s of Plot 121

declare that I / we (please indicate an X in the appropriate box)

Do not object against:



Subdivision of Portion 121 (a Portion of Portion 52) of Farm No. 163 into Portion A and the Remainder

Do object against:



Subdivision of Portion 121 (a Portion of Portion 52) of Farm No. 163 into Portion A and the Remainder

If objecting please indicate the reasons for doing so:

Please note that even if you do not have any objection or reservation against the intended application, you are requested to kindly return the completed form to our office, as the form is to be attached to the Urban and Regional Planning Board (URPB) submissions. Should this form not be returned to our office by 27 March 2023, we will assume there are no objections against above mentioned development.

Signed at Swatopfund on this 14 day of March in the year 2023


Signature of Property Owner



Witness

Our Ref: W/22053

Name: C. Venter
 Position: Wits Wabing
 Cell: 0917294163
 Email: Venterwc03@gmail.com
1 / 03 / 2023 (date)
 (Please fill in your details above.)

Stebenhuch Planning Consultants cc
 P.O. Box 51205
 Woodhouse

Dear Sir / Madam

RE: Subdivision of Portion 121 (a Portion of Portion 32) of Farm No. 163 into Portion A and the Remainder

Herewith do I / we (please print) C. Venteras owner/s of Plot 123

declare that I / we please indicate an X in the appropriate box)

<input checked="" type="checkbox"/>	Do not object against
<input checked="" type="checkbox"/>	Subdivision of Portion 121 (a Portion of Portion 32) of Farm No. 163 into Portion A and the Remainder
<input type="checkbox"/>	Do object against
<input type="checkbox"/>	Subdivision of Portion 121 (a Portion of Portion 32) of Farm No. 163 into Portion A and the Remainder

If objecting, please indicate the reasons for doing so:

Please note that even if you do not have any objection or reservation against the intended application, you are requested to kindly return the completed form to our office, as the form is to be attached to the Urban and Regional Planning Board (URPB) submissions. Should this form not be returned to our office by 27 March 2023, we will assume there are no objections against above mentioned development.

Signed at Swakop on the 1 day of March in the year 2023

Venter
 Signature of Property Owner

VR Singh
 Witness

CofR Ref: W/22018

Name: Rachel
 P.O. Box: 1558 Sunbury
 Cell: 087 125 6121
 Email: 20-john-objekt@gmail.com
19 / 10 / 2023 (Date)
 (please fill in your details above)

Statenburgh Planning Consultants cc
 P.O. Box 21404
 Windhoek

Dear Sir / Madam

Re: Subdivision of Portion 121 (a Portion of Portion 32) of Farm No. 163 into Portion A and the Remainder

Herewith do I / we (please print)

the owner/s of (id) Herb 120

declare that I / we (please indicate an X in the appropriate box):

Do not object against:

☒ Subdivision of Portion 121 (a Portion of Portion 32) of Farm No. 163 into Portion A and the Remainder

Do object against:

☐ Subdivision of Portion 121 (a Portion of Portion 32) of Farm No. 163 into Portion A and the Remainder

If objecting please indicate the reasons for doing so:

Please note that even if you do not have any objection or reservation against the intended application, you are requested to kindly return the completed form to our office, as the form is to be attached to the Urban and Regional Planning Board (URPB) submissions. Should this form not be returned to our office by 27 March 2023, we will assume there are no objections against above-mentioned development.

Signed at: Sukky 40 on this 19 day of March in the year 2023

Signature of Property Owner

Witness

11.1.9 **REQUEST FOR PAYMENT OF EXTERNAL LOCAL ORGANIZING COMMITTEE MEMBERS FOR NALASRA**
(C/M 2023/10/26 - 11/1/4/6)

Ordinary Management Committee Meeting of 19 October 2023, Addendum 7.9 page 113 refers.

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

Introduction

This item is submitted to Council to approve fund to pay the allowance for the external members that served on the NALASRA Local Organizing Committee from the **08 March - 20 May 2023**.

Background

On 23 February 2023, Council amongst others, resolved the following:

- (a) That Council gives approval in principle to host the NALASRA games that will take place during the week of 22-27 May 2023.
- (b) That Council give permission to Swakopmund Municipal Sports Club establish a Local Organizing Committee that will facilitate the hosting of the NALASRA games 2023.
- (c) That regular feedback be given, by the Local Organizing Committee to Council concerning the planning and progress of the NALASRA 2023 Games preparations.
- (d) That all participating Municipalities contributes a registration amount of N\$2 000.00 to NALASRA Committee.
- (e) That all Municipalities stays at the Municipal Bungalows at a reduces fee, thus generating an estimated amount of ±N\$500 000.00 for Council.

Discussion

A Local Organizing Committee (LOC) was established on 08 March 2023 to facilitate the hosting of the NALASRA Games on behalf of council. The LOC comprised of the officials and the following external members.

1. Mr Temba Nghitaunapo
2. Mr Denzel Bruwer
3. Ms Laina Junias
4. Ms Dalene Stephanus
5. Mr Delwin Matsuib
6. Mr Frans Chisambo
7. Ms Tashiqua Darius

The Local Organizing Committee external members were brought on board on voluntarily basis, however after the event was completed, they submitted a request for compensation of **N\$5 000.00** to each member for services rendered. The external members claimed that they have incurred costs after utilizing their own personal cars, taxi fares and mobile airtime. The matter was brought to the attention of the Chief Executive Officer, and it was agreed upon that they be compensated.

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

RECOMMENDED:

- (a) That Council take note of the request from the external members for Local Organizing Committee NALASRA.**
 - (b) That an amount of N\$2 500.00 be paid to each of the seven external members below:**
 - 1. *Mr Temba Nghitaunapo***
 - 2. *Mr Denzel Bruwer***
 - 3. *Ms Laina Junias***
 - 4. *Ms Dalene Stephanus***
 - 5. *Mr Delwin Matsulb***
 - 6. *Mr Frans Chisambo***
 - 7. *Ms Tashiqua Darius***
 - (c) That funds be defrayed from Vote No: 101015563500 (SAIMSA / NALASRA), where N\$130 000.00 is available.**
 - (d) That in future when hiring persons for events they should be formally appointed by Council before commencing with their duties.**
 - (e) That the terms of reference explicitly be voluntary, and Council may, if deemed necessary compensate in monetary terms as a token of appreciation for the voluntary service rendered.**
-

Annalize Swart

From: danzyl.bruwer Brooklyn <danzyl16bruwer@gmail.com>
Sent: Tuesday, September 5, 2023 8:08 PM
To: Annalize Swart
Subject: Feedback on LOC Matter

Dear Mr. Benjamin

I write this letter on behalf of the LOC regarding the last meeting held in Municipal Chambers. Since the last meeting we expected to get feedback but till now we have not received any feedback.

We thought that by now we could have closure on the matter.
We therefore humbly appeal to your esteemed office to intervene in order to get closure in the matter of remuneration for LOC Members for NALASRA Games 2024

We trust and believes that this letter will receive your urgent attention.

Kind Regards
Danzyl Bruwer
LOC Member

Annalize Swart

From: Annalize Swart
Sent: Wednesday, September 6, 2023 7:54 AM
To: Danzyl Bruwer
Subject: RE: Feedback on LOC Matter

Dear Mr Bruwer

We hereby acknowledge receipt of your correspondence. Your correspondence will be recorded and forwarded to the respective department/section who shall proceed with the inquiry/request/application in terms of the Council's administrative procedures and legislations related to your correspondence. You will be informed regarding the progress and procedure after assessment and or a decision has been taken.

Having in mind complexity of internal administrative procedures and legislation, you shall receive written response.

Sincerely,



ANNALIZE SWART
Executive Assistant to the Chief Executive Officer
Audit & Risk Committee | Filming | Events | Aesthetics
Municipality Swakopmund

Unit 13 Skoloka Street 8, Danzyl Kamma Avenue | Swakopmund
Office | +264 06 410 4100 | Fax 26641 | +264 06 410 4120 | Email: aswart@swkmun.com.na | Mobile
+264 06 410 4120
www.swkmun.com.na
Please you be considering the environment and all recycling matter

From: danzyl.bruwer Brooklyn <danzyl16bruwer@gmail.com>
Sent: Tuesday, September 5, 2023 8:08 PM
To: Annalize Swart <aswart@swkmun.com.na>
Subject: Feedback on LOC Matter

Dear Mr. Benjamin

I write this letter on behalf of the LOC regarding the last meeting held in Municipal Chambers. Since the last meeting we expected to get feedback but till now we have not received any feedback.

We thought that by now we could have closure on the matter.

We therefore humbly appeal to your esteemed office to intervene in order to get closure in the matter of remuneration for LOC Members for NALASRA Games 2024

We trust and believes that this letter will receive your urgent attention.

Kind Regards
Danzyl Bruwer
LOC Member

Annalize Swart

From: Annalize Swart
Sent: Wednesday, September 6, 2023 7:54 AM
To: Benneth Khaibeb; Bonny Oaseb
Subject: FW: Feedback on LOC Matter

LOC, hereto for your kind attention and action.

Annalize Swart | Executive Assistant to the Chief Executive Officer | Chief Executive Office | +264 64 410 4100

From: danzyl.bruwer Brooklyn <danzyl16bruwer@gmail.com>

Sent: Tuesday, September 5, 2023 8:08 PM

To: Annalize Swart <aswart@swkmun.com.na>

Subject: Feedback on LOC Matter

Dear Mr. Benjamin

I write this letter on behalf of the LOC regarding the last meeting held in Municipal Chambers. Since the last meeting we expected to get feedback but till now we have not received any feedback.

We thought that by now we could have closure on the matter.

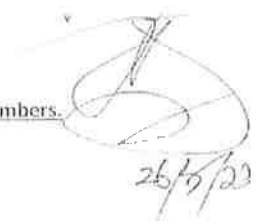
We therefore humbly appeal to your esteemed office to intervene in order to get closure in the matter of remuneration for LOC Members for NALASRA Games 2024

We trust and believes that this letter will receive your urgent attention.

Kind Regards
Danzyl Bruwer
LOC Member

NALASRA GAMES COMPENSATION

Re: No payment received by Local Organizing Community (LOC) members.



Dear Sir/Madam

The electronic undersigned LOC members who are not employed at the Swakopmund Municipality have been assigned to the NALASRA games 2023 together with the employees of the Swakopmund Municipality. The following statements below explain the duties and efforts of the LOC members and the Municipality's inability to remunerate, equip and acknowledge the LOC members.

As LOC members not employed by the Swakopmund municipality, we have attended, organised meetings for more than 2 months leading up to the event. During these organized meetings LOC members were divided into different portfolios, where respective duties and responsibilities for the games were assigned to each group and they had to make their own provision to get the assigned tasks done. This included the use of personal cars and fuel, taxi fares, and mobile credit for suitable communication. As part of the responsibilities, members were tasked to engage sponsors directly for the games due to a lack of finances.

Due to extremely cold weather conditions members were promised warm attire to wear during the course of the games, however only Swakopmund Municipality employees (sports club members) received the attire. The duration of the games included 2 public holidays and a Sunday (18, 21 and 25th May) whereby employees of the Swakopmund Municipality working with LOC members were able to claim overtime on top of their monthly remuneration.

LOC members not employed by the Swakopmund Municipality are extremely offended by the municipality's inconsideration towards them, who worked hard without compensation of any sort. Towards the end of the games, the municipality also failed to acknowledge the effort and work from the LOC members.


We are pleading with the Chief Executive Officer (CEO) / Swakopmund Municipality Council, Mr Alfeus Benjamin to kindly look into the matter and utilise the act of compassion, understanding and solidarity towards the LOC members. As members of the LOC committee, we are requesting for an amount of N\$ 5 000 per person as compensation for all efforts and contributions during the NALASRA games 2023.

We hope this letter will receive your undivided attention and LOC members will be compensated accordingly. We thank you in advance.

Yours sincerely

LOC members

*LOC Chairperson will provide
write a letter to the
members for Monday*



Mr Temba Nghitaunapo

Mr. Denzel Bruwer

Ms. Laina Junias

Ms. Dalene Stephanus

Mr. Deon Matswib

Mr. Frans Chisambo

11.1.10 THE SOLID WASTE RECYCLING MEMORANDUM OF AGREEMENT BETWEEN SWAKOPMUND MUNICIPAL COUNCIL AND MESSRS RENT-A-DRUM IN TERMS OF SECTION 50 OF THE PUBLIC PROCUREMENT ACT, 2015 (ACT NO. 15 OF 2015) ("THE ACT") AS AMENDED

(C/M 2023/10/26 - 17/6/1)

Ordinary Management Committee Meeting of 19 October 2023, Addendum 7.10 page 119 refers.

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

1. At a council meeting held on 29 June 2023, under item 11.1.24 CONCLUSION OF MEMORANDUM OF AGREEMENT BETWEEN COUNCIL AND RENT-A-DRUM resolved as follows:

- (a) *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.*
- (b) *That Rent A drum employs employees who were affected by the expiry of the agreement as a first choice before considering new employees.*
- (c) *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.*

2. With reference to the above Council resolution, the matter was submitted to the Procurement Committee on 20 July 2023 to recommend for the approval of extension of the contract by the Accounting Officer as per the conditions and duration stated below:

"PC grants permission for the extension of agreement for a period of 18 months, after which the service will be contained in the landfill management agreement and jointly advertised as such"

3. The Procurement Committee after considering the above submission under discussion 14.1 of 20 July 2023 PC meeting resolved as follows, for the consideration and endorsement of the Accounting Officer.

- (a) *That the matter be referred back to the user department for further discussions and deliberations at the Executive Committee (EXCO) level.*
- (b) *That it be recorded that the Procurement Committee regards the additional input and considerations from the EXCO as necessary to ensure the best decision for the project is taken.*
- (c) *That the user department be requested to provide a detailed cost breakdown of the project as it will enable the Procurement Committee to thoroughly evaluate the financial aspects and make an informed recommendation to the EXCO.*
- (d) *That the Procurement Committee takes note that Rent-A-Dram was previously granted the land for free and that the recycling plant was built using funds from foreign sponsorship and that this information be brought to the attention of Council for their awareness during the deliberations.*
- (e) *That it be recorded that the Procurement Committee's ordinary members shall recuse themselves from the matter to maintain transparency.*

4. The matter was discussed at the EXCO meeting on **24 July 2024** under point 2, as per recommendation of the Procurement Committee and it was resolved as follows:

Solid Waste Recycling & Rent-A-Drum agreement & the Procurement Committee advised to seek advice from the Policy Unit + submit outcome to MC Health PMU.

The Procurement Committee also raised a concern, that it not being possible to extend a memorandum of agreement between the parties, as the agreement has already expired end of **May 2023** and is nonexistent.

That Messrs Rent-A-Drum did not submit sufficient quantitative data or financial information to substantiate their claim that, they are currently operating the Material Recovery Facility (MRF) on a loss, a breakdown of how the **N\$160 000.00** will be allocated to the benefit of both parties and what the actual benefit for Council would be.

With effect from **1 April 2023** Messrs Rent-A-Drum withdrew all the free services that were offered to Council as part of the initial **Memorandum of Agreement** which lapsed end of **May 2023** and terminated the contracts of all their employees, who's services were directly linked to the free services that were offered by Messrs. Rent a drum under the initial **Memorandum of Agreement** that lapsed.

5. On **14 August 2023**, the Procurement Unit wrote a letter to the Policy Unit, Windhoek to seek guidance on how best to implement the Council resolution of **29 June 2023** in terms of the Public Procurement Act, 2015 (Act no 15 of 2015) as amended. The policy unit advised as follow below:

- *As of **1 April 2017**, all public procurement processes in Namibia are governed and regulated by the Public Procurement Act 2015 (Act No 15 of 2015), as amended. The Council to be able to enter into a new contract all the procurement processes must be initiated.*
- *The act promotes competition among bidders that is why open advertised bidding is the default and the recommended method of procurement for goods and services. However, section 36 of the Act allows for Direct Procurement that is only permitted under the strict requirement set out in section 36 and Regulation 18. Therefore, Council may only use Direct Procurement if the grounds for using Direct procurement under section 36 are met.*
- *That Council is urged to strictly comply with the provisions of the Act in order to achieve the objective of the Act.*

However, take note that there was no budgetary provision made in the 2023 / 2024 operational budget to subsidize the recycling initiative. Therefore, The General Manager: Finance is here with requested to source for surplus funds to subsidize the recycling initiatives in Swakopmund.

The correct disposal of waste is not only important for environmental preservation and reducing the negative impacts upon it, but also in the prevention of risks to the health and safety of people who may come into contact with any waste which has not been correctly disposed of.

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

RECOMMENDED:

- (a) That Council continues with the collection and removal of both recycled and domestic waste in the absence of a service provider.**
 - (b) That the General Manager: Health Services and Solid Waste Management submit costing options of the recycling services to Council for Consideration.**
-

11.1.11 **PROPOSAL TO APPOINT MISS WORLD NAMIBIA (2023) AS THE BRAND AMBASSADOR OF SWAKOPMUND**
(C/M 2023/10/26 - 7/4/1)

Ordinary Management Committee Meeting of 19 October 2023, Addendum 7.11 page 122 refers.

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

1. Introduction

The Swakopmund Municipality has a unique opportunity to greatly enhance the image and visibility of Swakopmund, as Namibia's most iconic coastal town. This submission serves to propose the appointment of the current Miss World Namibia, Ms Leone Renate Van Jaarsveld as the Brand Ambassador of Swakopmund. This strategic partnership aims to leverage the Miss World Namibia platform to promote Swakopmund as a unique and attractive destination, growing tourism, community engagement, and economic growth.

2. Background

Swakopmund has long been celebrated for its pristine beaches, vibrant culture, and diverse tourism offerings. As a competitor on the world market of thriving coastal towns, Swakopmund Municipality needs to continually innovate to attract visitors, investors, and businesses and stay relevant. By collaborating with Miss World Namibia, the Municipality can tap into her local and international influence to showcase Swakopmund's beauty, culture, opportunities and attract youth i.e., the tourist and investors of tourism to Swakopmund.

On **14 October 2021** the Management Council resolved under item 10.11 the following:

- (a) *That the Management Committee sponsors the amount of N\$10 000.00 to Miss Namibia 2021, Ms Chelsi Shikongo's participation at the Miss World pageant scheduled to be hosted during December 2021 in Israel.*
- (b) *That Miss Namibia 2021, Ms Chelsi Shikongo, be appointed as the brand Ambassador of Swakopmund and that the public be informed via Council's social media platforms.*
- (c) *That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$258 153.73 is available.*
- (d) *That the organizers provide invoices of in respect of the amount of N\$10 000.00 to Council.*

3. Why Miss World Namibia?

Miss World Namibia is a prominent figure and role model who has already proven her commitment to making a positive impact on society. She embodies the qualities of intelligence, charisma, and

grace that we want to associate with Swakopmund. Her role as a beauty queen and advocate aligns with our goals of promoting tourism, local businesses, and community initiatives.

Ms van Jaarsveld is a proud Swakopmunder who has been consistent in promoting Swakopmund's diverse and historical attributes. With a large social media following, associated with the Miss Namibia Organization (Pty) Ltd and the International Miss World Organization and affiliated with the Namibia Brand Ambassador Programme alongside Michelle McLean, she has a reach of over 50 000 followers on all social platforms including Instagram, Facebook, Twitter / X, Threads, and LinkedIn.

She wishes to use her platforms to promote Namibia and all it has to offer and thus positively representing her country as per the **attached annexure**.

4. **Criteria used to select Swakopmund's Brand Ambassador**

Selecting a Swakopmund's brand ambassador is a significant decision, as this individual represents Swakopmund and contributes positively to Swakopmund's image. Attached is as "**Annexure A**" is the list of criteria used in choosing the brand ambassador.

5. **Discussion**

There are several benefits to appoint Miss World Namibia as the Brand Ambassador of Swakopmund, not only due to her social influence but the positive image she presents as per **attached annexure (B)**.

Benefits of appointing Miss World Namibia (2023) as the Brand Ambassador of Swakopmund:

- (a) **Increased Tourism:** Miss World Namibia (2023) can use her platform to showcase Swakopmund's natural beauty, adventure activities, cultural events, and historical significance to attract more tourists to Swakopmund.
- (b) **Positive Image:** A renowned personality like Miss World Namibia (2023) can enhance Swakopmund's image as a progressive, youthful, welcoming, and inclusive community.
- (c) **Economic Boost:** A rise in tourism and business interest will directly contribute to Swakopmund's economic growth, benefiting local businesses and residents.
- (d) **Community Engagement:** Miss World Namibia's (2023) involvement in Swakopmund's community events and projects can inspire residents, fostering a sense of pride and unity.

Activities:

- 1. **Social Media Promotion:** Miss World Namibia (2023) will promote Swakopmund through her social media channels, sharing images, videos, and stories about her experiences in Swakopmund.
- 2. **Appearances at Events:** She will participate in key Swakopmund events, such as festivals, charity drives, and public meetings, acting as a goodwill ambassador.

3. **Public Relations Campaigns:** Collaborative efforts with Miss World Namibia (2023) in creating press releases, interviews, and articles can generate media coverage both locally and internationally.
4. **Charitable Initiatives:** Miss World Namibia (2023) can lend her support to local charitable causes, demonstrating her commitment to the welfare of our community.
5. **Tourism Packages:** The development of special tourism packages in conjunction with Miss World Namibia's (2023) endorsement will attract tourists seeking an authentic Swakopmund experience.

Miss World Namibia (2023) is scheduled travel to New Delhi, India to participate in Miss World International taking place on **08 November 2023**. Such an event requires funds; therefore, it is proposed that Council assist with a monetary sponsorship of **N\$10 000.00**, towards her travel arrangements.

6. **Conclusion:**

Appointing Miss World Namibia (2023) as the Brand Ambassador of Swakopmund offers the Municipality an opportunity to elevate Swakopmund's profile and to bolster the local economy.

Council's approval is required to proceed with discussions and negotiations with Miss World Namibia (2023) and her management team on the terms and conditions of this partnership. Council will be launching its new brand, and it would be a great opportunity to do so in conjunction with Swakopmund's first brand ambassador.

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

RECOMMENDED:

- (a) That Miss World Namibia (2023) be assisted with sponsorship towards the Miss World International competition to be held in New Delhi, India.
 - (b) That Council assist with a monetary sponsorship of N\$10 000.00 towards her travel arrangements of Miss World Namibia to participate in the Miss World International taking place on 08 November 2023 in New Delhi, India.
 - (c) That the General Manager: Corporate Services and Human Capital develops the criteria for appointment of a Brand Ambassador for Council consideration.
-



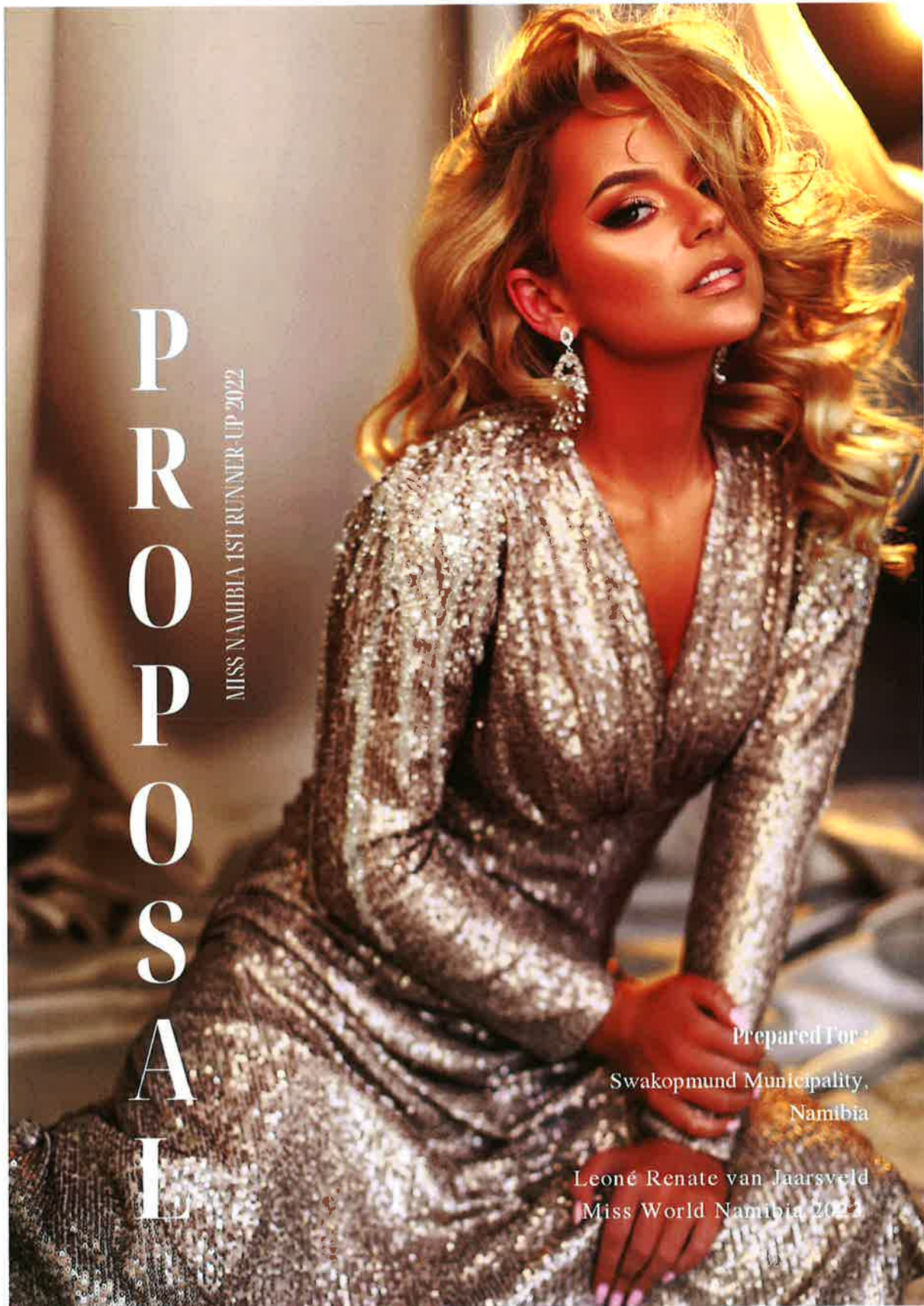
CRITERIA USED TO SELECT SWAKOPMUND'S BRAND AMBASSADOR

Selecting a Swakopmund's brand ambassador is a significant decision for a municipality, as this individual represents Swakopmund and contributes positively to Swakopmund's image. Below is a list of criteria used in choosing the brand ambassador:

1. **Passion for Swakopmund:**
 - Demonstrates genuine love and enthusiasm for Swakopmund.
 - Has a strong connection to the community and its values.
2. **Positive Reputation:**
 - Maintains a positive public image.
 - Demonstrates integrity and ethical behavior.
3. **Communication Skills:**
 - Excellent verbal and written communication skills.
 - Ability to articulate Swakopmund's values, strengths, and unique aspects.
4. **Social Media Presence:**
 - Active and positive engagement on social media.
 - Demonstrates a good understanding of various social media platforms.
5. **Networking Abilities:**
 - Strong connections within the community and beyond.
 - Ability to build and maintain positive relationships.
6. **Cultural Awareness:**
 - Appreciation for Swakopmund's cultural diversity.
 - Respect for various communities within Swakopmund.
7. **Public Speaking Skills:**
 - Comfortable speaking in public and addressing diverse audiences.
 - Ability to represent Swakopmund at events and functions.
8. **Community Involvement:**
 - Actively participates in community events and initiatives.
 - Demonstrates a commitment to community service.
9. **Knowledge of Local Issues:**
 - Understanding of the challenges and opportunities facing Swakopmund.
 - Awareness of local government policies and initiatives.
10. **Innovation and Creativity:**
 - Brings innovative ideas to promote the Swakopmund's brand.
 - Demonstrates creativity in engaging with different audiences.
11. **Professionalism:**
 - Projects a professional image and demeanour.
 - Can handle media interactions effectively.
12. **Availability and Commitment:**
 - Has the time and availability to fulfil the responsibilities of a brand ambassador.
 - Commits to the role for a reasonable period.

13. **Adaptability:**
 - Ability to adapt to different situations and respond positively to challenges.
 - Openness to new ideas and changes.
14. **Team Player:**
 - Collaborates well with others, including municipal officials, community leaders, and fellow ambassadors.
 - Works towards common goals for the benefit of the city.
15. **Inclusivity and Accessibility:**
 - Demonstrates a commitment to inclusivity and accessibility.
 - Makes an effort to engage with a broad spectrum of the community.
16. **Media Savvy:**
 - Understands how to navigate media interviews and appearances.
 - Can effectively communicate key messages through various media channels.
17. **Long-Term Vision:**
 - Aligns with the Swakopmund's long-term vision and goals.
 - Has a strategic approach to promoting the city's brand.
18. **Previous Ambassadorial Experience:**
 - Previous experience in a similar role or as a spokesperson.
 - Demonstrated success as a brand ambassador for other entities.

By carefully considering these criteria, the Swakopmund Municipality can identify an individual who not only embodies the spirit of Swakopmund but also has the skills and qualities needed to effectively represent it as a brand ambassador.



PROPOSAL

MISS NAMIBIA 1ST RUNNER-UP 2022

Prepared For:
Swakopmund Municipality,
Namibia
Leoné Renate van Jaarsveld
Miss World Namibia 2022



Q Leoné Renate van Jaarsveld

About

As an National and International Namibian representative, I strive to reach my best potential in all means, as a entrepreneurial visionary behind LR Beauty CC, an exquisite sanctuary where hair styling and makeup artistry come alive.

Yet, my true purpose lies within the depths of my soul, an unyielding passion to uplift and serve my community. In 2020, I answered the call and established LR Youth Support, my non-profit charity organization. Our mission, rooted in compassion, revolves around nourishing the hearts and bodies and minds of disadvantaged youth in the coastal realms of Namibia.

LR Youth Support vow that no child should ever bear the burden of unmet basic needs.

Now, adorned with the crown of Miss World Namibia 2023, my spirit soars with an unquenchable fire, having established feeding programs' withing the Coastal Towns of Henties Bay, Swakopmund and Walvis Bay, most reticently associated with "Stepping Stone" in Swakopmund, a Preschool and a Primary School for children with Autism and other Learning Difficulties, ensuring their needs and requirements are met, until new school facility can be build alongside sponsors.



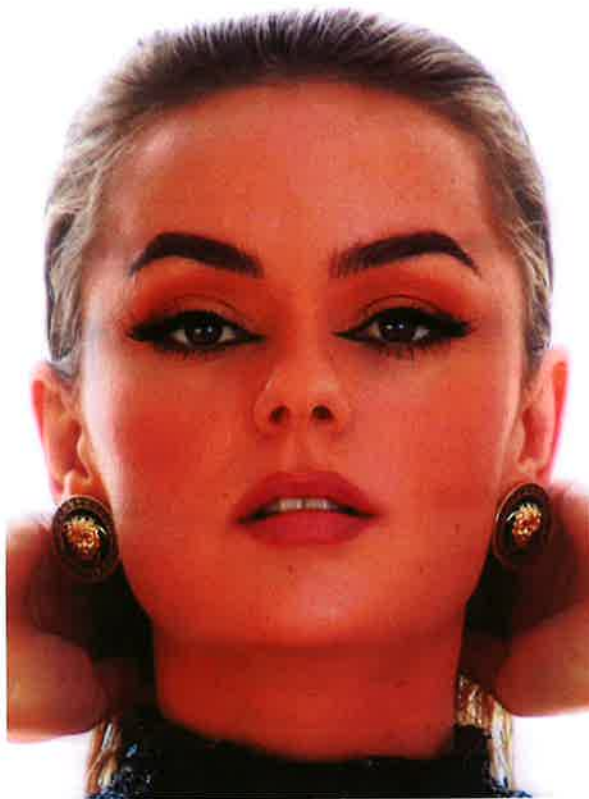


Proudly Namibia

As the grand stage beckons, my dreams stretch far beyond the borders of my homeland. I yearn to ignite a global revolution, inspiring individuals and organizations worldwide to bring recognition to Namibia, not only through my Organization, but Namibian Companies and Businesses, to showcase we are of the same international standard as any other country. My aim and vision, to take Namibia to the international stage.

Working alongside internationally recognized Namibian companies, has been my greatest privilege.





LINKED



TOP POSTERS

Fashion Magazine

Received Publication in Top Posters Magazine - November 2022 edition.
www.toppostersmagazine.com

MARIKA

Fashion & Art Magazine

Received Publication in Marika Magazine - November 2022 edition.
www.marikamagazine.com

MICHELANGELO

Tourism Magazine

Received Publication in Michel Angelo Tourism Magazine alongside Jewellery sponsor - Stergiadis Leather Productions & Jewellery Creations and Leather Creations - July 2023 edition.
www.michelangelo.com

FLY NAMIBIA

Magazine

Received Publication in Fly Namibia Tourism Magazine - July 2023 edition.
www.flynamibiamagazine.com

SELIN MAGAZINE

Magazine

Received Publication in Selin Magazine - August 2023 edition.
www.selin.magazine.com

WHY SUPPORT ME

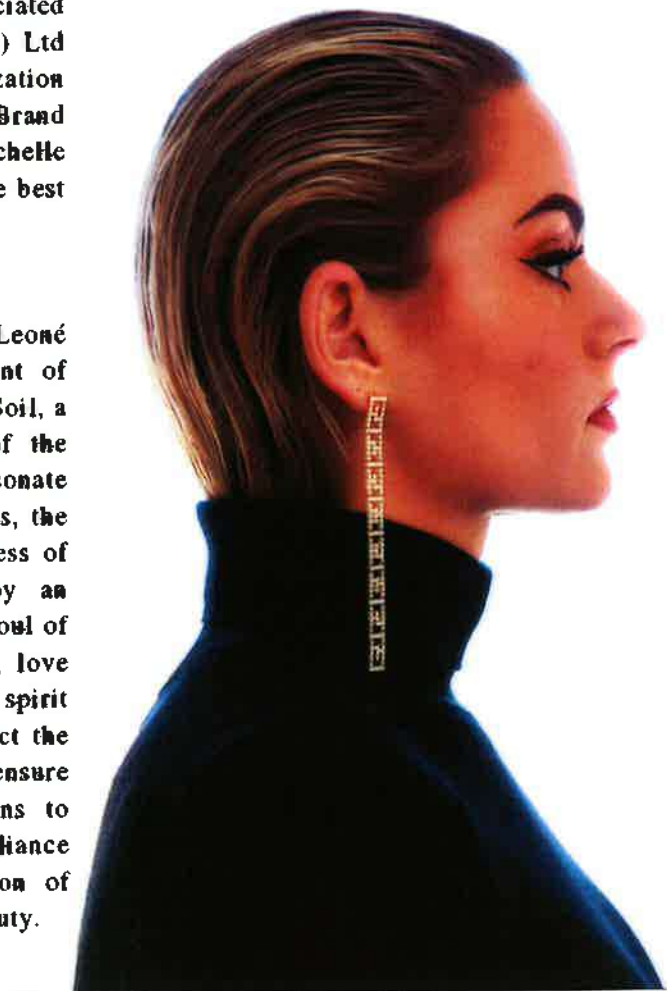
I believe I am the embodiment of Namibia's beauty and grace, which makes me the perfect ambassador to represent Namibia on a International Platform.

My experience as Miss Namibia 1st Runner-up 2022 to represent my country as Miss World - Namibia 2023, has shown my ability to captivate audiences locally within my country and worldwide, aligning perfectly with the Miss World International Organization slogan, "Beauty with a Purpose".

My commitment to encourage Namibian youth has been my greatest motivation. I am confident that my influence and charm will undoubtedly enhance everything Namibia has to offer on a international platform and help promote Namibia, to showcase the same standards as my competing countries has to offer.

With a large social media platform, associated with the Miss Namibia Organization (Pty) Ltd and the International Miss World Organization and affiliated with the Namibia Brand Ambassador Programme alongside Michelle McLean, I strive to be associated with the best Namibia has to offer to showcase and represent my country.

In closing, I stand before you not only as Leoné van Jaarsveld, but as a true embodiment of Namibia's essence – a proud Child of the Soil, a representative of our cherished Land of the Brave. With every beat of my heart, I resonate with the untamed beauty of our landscapes, the warmth of our people, and the preciousness of our natural resources. I am fueled by an unyielding passion to showcase the very soul of Namibia to the world. With unwavering love and fierce courage, I pledge to carry the spirit of our nation in every endeavor, to reflect the resilient heartbeat of our land, and to ensure that our legacy lives on for generations to come. Together, let us champion the brilliance of Namibia, standing united as a beacon of inspiration, strength, and unparalleled beauty.





WE really looking
forward to
working with you.

PERSONAL PLATFORM

Instagram: leone_senate

Facebook: Leone Renate van Jaarsveld

Twitter/X: Leone van Jaarsveld

Threads: Leone Renate van Jaarsveld

LinkedIn: Leone Renate van Jaarsveld

INTERNATIONAL PLATFORM

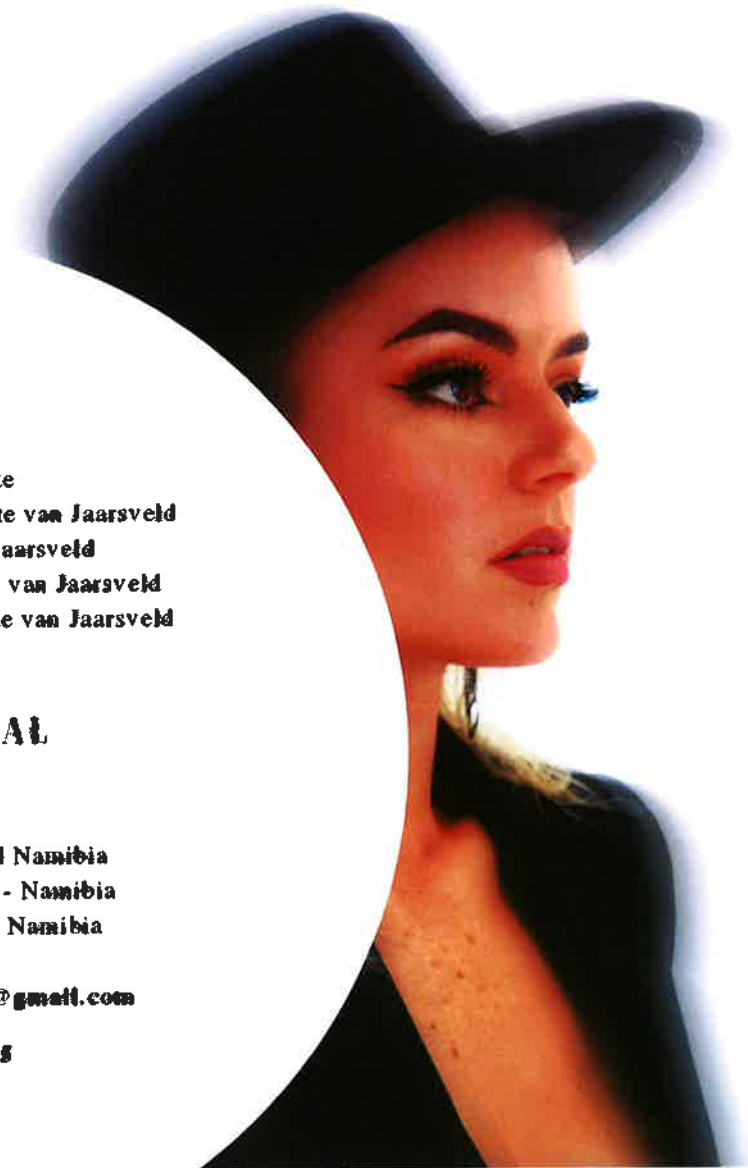
Instagram: Miss World Namibia

Facebook: Miss World - Namibia

Twitter/X: Miss World Namibia

✉ leonervjaarsveld@gmail.com

☎ +264 (81) 497 2665



11.1.12 **A: TRANSFERS: FOURTH BATCH: ELECTRICAL SUBSTATIONS: ERONGO RED ELECTRICITY DISTRIBUTORS**

(C/M 2023/10/26

-

M 2699; M 1616; E 7295; E 1758; M 2555, M 2953, M 3112)

Ordinary Management Committee Meeting of 19 October 2023, Addendum 7.12 page 133 refers.

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

1. Introduction

This item was submitted to the Management Committee of **14 September 2023** under item 8.5, but was referred back for clarification.

Therefore, the attached application dated **14 August 2023** received from Van der Westhuizen Town Planning and Properties acting on behalf of Erongo Regional Electricity Distributor Company (Pty) Ltd (hereinafter Erongo RED), is submitted as two separate submissions (**Annexure "A"**):

SUBMISSION A ("transfers" being subject of this submission):

- 1.1 Council to consider the approval of the transfer of the complete erven (marked in blue) in terms of the Asset Transfer Agreement listed in the attached application, to Erongo RED; and

SUBMISSION B ("subdivisions" being subject of a separate submission):

- 1.2 to take note of the pending subdivisions of erven (marked in yellow) on which substations are located to enable the future transfer of the newly created erven to Erongo RED. Submissions in this regard will be tabled by the Engineering & Planning Services Department.

Subject erven below:

Substation	Asset Number	Erf Number	Erf & Portion Size in m²
SINGLE QUARTER SUB	SWNL0083	ERF 4374, MONDESA, SWAKOPMUND	Portion A 202m²
MOLTKE SUB	SWNL0087	ERF 2680, SWAKOPMUND	Portion A 60.1m²
SCHLACHTER SUB	SWNL0089	ERF 118, SWAKOPMUND	Portion A 102.5m²
LOUIS BOTHA SUB	SWNL0044	ERF 113, VINEYTA, SWAKOPMUND	Portion A 50m²
SWAKOP SUB	SWNL0102	ERF 2747, SWAKOPMUND	Portion A 66.2m²
FRANKE SUB	SWNL0021	ERF 1010, SWAKOPMUND EXT. 1	Portion A 297.4m²
BUNGALOWS SUB	SWNL0011	ERF 2747, SWAKOPMUND	Portion A 131.82m²
ALDRIDGE SUB	SWNL0003	ERF 1758, SWAKOPMUND EXT. 1	Erf Size 746m²
JABULANI NO. 7 SUB	SWNL0036	ERF 1010, MONDESA, SWAKOPMUND	Erf size 327m²
DRC SUB	SWNL0015	ERF 1245, DRC EXT. 27, SWAKOPMUND	Erf Size 375m²
EXT. 3 SUB	SWNL0006	ERF 2555, MONDESA EXT. 3, SWAKOPMUND	Erf Size 323m²
EXT. 6A SUB	SWNL0054	ERF 2555, MONDESA EXT. 6, SWAKOPMUND	Erf size 213m²
EXT. 6B SUB	SWNL0057	ERF 3112, MONDESA EXT. 6, SWAKOPMUND	Erf size 330m²

Van der Westhuizen Town Planning and Properties requests approval for the transfer in terms of the asset agreement, as well as for the transfer of the erven which will be subdivided.

2. Establishment of Erongo RED

Council approved the Articles of Association of the Management Co-Ordination Committee for the Erongo Region for the electricity supply industry restructuring in the Erongo Region on **26 September 2002**. The Articles of Association was signed by Council on **13 December 2005**.

The Transfer Agreement and Shareholders Agreement were also signed by Council and Erongo RED on **13 December 2005**.

3. Transfer Agreement

Schedule B, being a list of assets, rights and interests transferred to the Company (Erongo Regional Electricity Distributor Company (Proprietary) Limited) by the Municipal Council of Swakopmund, forms part of the Transfer Agreement.

A copy of **Schedule B** listing the sizes and values of the properties, is attached as **Annexure "B"**.

Clause 3, Transfer of Assets of the Transfer Agreement is quoted:

- 3.1 *As contemplated in clause 2 above, MS transfer on the Transfer Date to the Company, and the Company takes transfer of the following assets:*
- (a) *All immovable property owned by MS and any right in or to property which relates to or is connected with the Distribution and Supply of electricity in MS's area of jurisdiction as set out in Schedule B;*
- 3.4 *MS hereby assigns to the Company, and the Company hereby accepts from MS, all rights and interests, as set out in Schedule B, so assigned to it.*

For information:

- **MS** means Municipal Council of Swakopmund
- **Transfer Date** means the date of commencement of the New Act replacing the Act, or such later date as the PARTIES may in writing agree upon;
- **Act** means the Electricity Act, 2000 (Act 2 of 2000)
- **New Act** means the Electricity Bill, 2005, which is expected to replace the Act not later than 2006

4. Alienation of Erven Forming Part of the Asset Transfer Agreement

- 4.1 On **31 October 2019** under item 11.1.18 Council resolved that those erven forming part of the transfer of assets agreement be transferred to Erongo RED at zero purchase price.
- 4.2 It was however noted that there are discrepancies in sizes of the actual erven listed and the sizes per the Asset Transfer Agreement, listed below under point 5. The Asset Transfer Agreement identifies the substations by property descriptions and not by erf numbers. Council's shareholding during 2005 was based on the market values listed in the Asset Transfer Agreement (see point 5 below). The sizes of the buildings are indicated throughout as 31.5m² and of the land as 100m², the combined market values of the buildings and land are indicated as N\$68 345.50. The discrepancy in sizes is discussed under point 5.2.
- 4.3 On **26 July 2012** under item 11.1.14 Council in principle approved the transfer of the properties listed in the Transfer Agreement (complete decision quoted below for ease of reference). Council now considers the transfer of the erven identified in terms of the asset numbers and the specific details of each of the erven (whether to subdivide or transfer as a complete erf).

Council's decision passed on **26 July 2012** under item 11.1.14:

- "(a) *That the transfer of the existing assets as per Schedule B of the Transfer Agreement be approved.*
- (b) *That the Chief Executive Officer discusses the acquiring of erven by Erongo RED for the construction of substations in new residential areas with the Erongo RED Board*

of Directors at the next meeting; i.e. that Erongo RED pay for these erven at development cost."

5. **Application for Authorisation to Transfer Individual Erven with Substations Located Thereon**

- 5.1 In an effort to finalize the transfer of erven on which substations are constructed Erongo Red appointed Van Der Westhuizen Town Planning & Properties (**Annexure "C"**) to attend to the various statutory processes to ensure the transfer of the 7 erven as per the table below (marked in blue on **Annexure "A"**):

Substation	Asset Number	Erf Number	2005 Market Value N\$	Actual Size	Land Size ito Asset List
Ext 5 Sub	SWNL0058	Erf 2699, Ext 5, Mon	68 345.50	321 m ²	100 m ²
Aldridge Sub	SWNL0003	Erf 1758, Ext 1, Swk	68 345.50	746 m ²	100 m ²
Jatuhani No. 7 Sub	SWNL0036	Erf 1616, Mon	68 345.50	927 m ²	100 m ²
DRC Sub	SWNL0015	Erf 7295, Ext 27, Swk	68 345.50	975 m ²	100 m ²
Ext 3 Sub	SWNL0056	Erf 2555, Ext 3, Mon	68 345.50	325 m ²	100 m ²
Ext 6A Sub	SWNL0059	Erf 2953, Ext 6, Mon	68 345.50	313 m ²	100 m ²
Ext 6B Sub	SWNL0057	Erf 3112, Ext 6, Mon	68 345.50	330 m ²	100 m ²

- 5.2 Aerial photos superimposed over the maps are attached to **Annexure "A"** for the above erven. As can be seen from the above list, some of these erven are large, but the location of the substation does not allow for practical subdivision thereof.

Council can consider to sell to Erongo RED the additional portion of the land, being the difference in size of the actual erf and the size of the portion of land per the asset register (see above table).

Except for **Erf 1758, Swakopmund**, the subdivision of the other erven will not serve any purpose as the adjoining erven is in private ownership.

Should Council consider the subdivision of Erf 1758, the additional portion can be consolidated with Erf 2224, Swakopmund which is a public open space (see below):



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

RECOMMENDED:

- (a) That Council takes note of the application dated 14 August 2023 received from Van der Westhuizen Town Planning & Properties on behalf of Erongo Regional Electricity Distributor Company (Pty) Ltd and approves the transfer of the complete erven listed in terms of Transfer of Assets Agreement (below in point (b)).
- (b) That Council approves the transfer of the following 6 erven at zero purchase price as was resolved on 31 October 2019 under item 11.1.18:

Substation	Asset Number	Erf Number	2005 Market Value N\$	Actual Size	Land Size ito Asset List
Ext 5 Sub	SWNL0058	Erf 2699, Ext 5, Mon	68 345.50	321 m ²	100 m ²
Jabulani No. 7 Sub	SWNL0036	Erf 1616, Mon	68 345.50	327 m ²	100 m ²
DRC Sub	SWNL0015	Erf 7295, Ext 27, Swk	68 345.50	375 m ²	100 m ²
Ext.3 Sub	SWNL0056	Erf 2555, Ext.3, Mon	68 345.50	325 m ²	100 m ²
Ext 6A Sub	SWNL0059	Erf 2953, Ext 6, Mon	68 345.50	313 m ²	100 m ²
Ext 6B Sub	SWNL0057	Erf 3112, Ext 6, Mon	68 345.50	330 m ²	100 m ²

- (c) That with reference to the discrepancy in the sizes recorded for an asset number and the actual size of the identified erven; Council decides whether to:
- (i) *accept that neither Council nor Erongo Regional Electricity Distributor Company (Pty) Ltd shall be responsible for any differences or deficiency in area likewise renounces any excess.*
- (d) That Van der Westhuizen Town Planning & Properties be informed to propose the subdivision of the following erf in order to consolidate the remainder with Erf 2224 which belongs to Council:

Substation	Asset Number	Erf Number	Actual Size	Land Size ito Asset List
Aldridge Sub	SWNL0003	Erf 1758, Ext 1, Swk	746m ²	100m ²

- (e) That subject to the decision in (c) above, Council applies for approval from the Minister of Urban & Rural Development in terms of Section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992, as amended to proceed with the alienation process of the 6 erven listed in (b) above.
- (f) That Erongo RED be requested to fence all the substations in terms of Council's Building Regulations.

ANNEXURE "A"

TOWN PLANNING & PROPERTIES

PO BOX 1509
SWAKOPMUND, NAMIBIA

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

14 August 2023

Dear Sir/Madam,

APPLICATION FOR APPROVAL TO TRANSFER PROPERTIES IN TERMS OF TRANSFER AGREEMENT TO ERONGO RED.

Herewith the formal application for approval by Council in order to transfer 14 identified properties to Erongo Red Electrical Distributors. These properties form part of the transfer agreement between the two parties. Below please find the list of erven that is being applied for in order to obtain Councils approval.

Substation	Asset Number	Erf Number	Erf & Portion Size in m²
ERVEN INDICATED IN YELLOW ARE SUBJECT TO APPLICATIONS FOR SUBDIVISION AND REZONING AT VARIOUS STAGES OF COUNCIL APPROVAL. A SUBDIVISION PLAN HAS BEEN INCLUDED WITH THE RELEVANT LOCALITY PLANS.			
SINGLE QUARTER SUB	SWNL0083	ERF 4374, MONDESA, SWAKOPMUND	Portion A 202m²
MOLTKE SUB	SWNL0097	ERF 286C, SWAKOPMUND	Portion A 88.1m²
SCHLACHTER SUB	SWNL0089	ERF 118, SWAKOPMUND	Portion A 102.5m²
LOUIS BOTHA SUB	SWNL0044	ERF 113, VINETA, SWAKOPMUND	Portion A 50m²
SWAKOP SUB	SWNL0102	ERF 2747, SWAKOPMUND	Portion A 55.2m²
FRANKE SUB	SWNL0021	ERF 1910, SWAKOPMUND EXT. 1	Portion A 297.4m²
BUNGALOWS SUB	SWNL0019	ERF 2747, SWAKOPMUND	Portion A 131.82m²
ALDRIDGE SUB	SWNL0031	ERF 1754, SWAKOPMUND EXT. 1	Erf Size 746m²
JABULANI NO. 7 SUB	SWNL0036	ERF 1816, MONDESA, SWAKOPMUND	Erf size 327m²
GRIC SUB	SWNL0015	ERF 1205, GRIC EXT. 1, SWAKOPMUND	Erf Size 375m²
EXT. 1 SUB	SWNL0056	ERF 2555, MONDESA EXT. 1, SWAKOPMUND	Erf Size 325m²
EXT. 6A SUB	SWNL0016	ERF 2553, MONDESA EXT. 6, SWAKOPMUND	Erf size 313m²
EXT. 6B SUB	SWNL0057	ERF 2112, MONDESA EXT. 6, SWAKOPMUND	Erf size 330m²

Please take note that the Erven indicated in Yellow above are subject to applications for subdivision and rezoning at various stages of Council Approval. A Subdivision plan has been included with the relevant Locality Plans.

The erven in Blue were investigated and it was found that these erven can be transferred immediately after the rezoning process has been concluded. We did an investigation to see whether it is possible to subdivide the properties, but due to the location of the substation on the erf and the size of the property, there would be little sense in performing subdivision. It is therefore recommended that these erven be transferred.

We hereby formally apply for Council's approval in order to proceed with the necessary transfer of properties while the statutory procedures are in process. Only general statutory process has been completed and approval for transfer obtained from the Minister Urban and Rural Development (that the transfer of the property is finalized).

It is noted that you will find the above in order

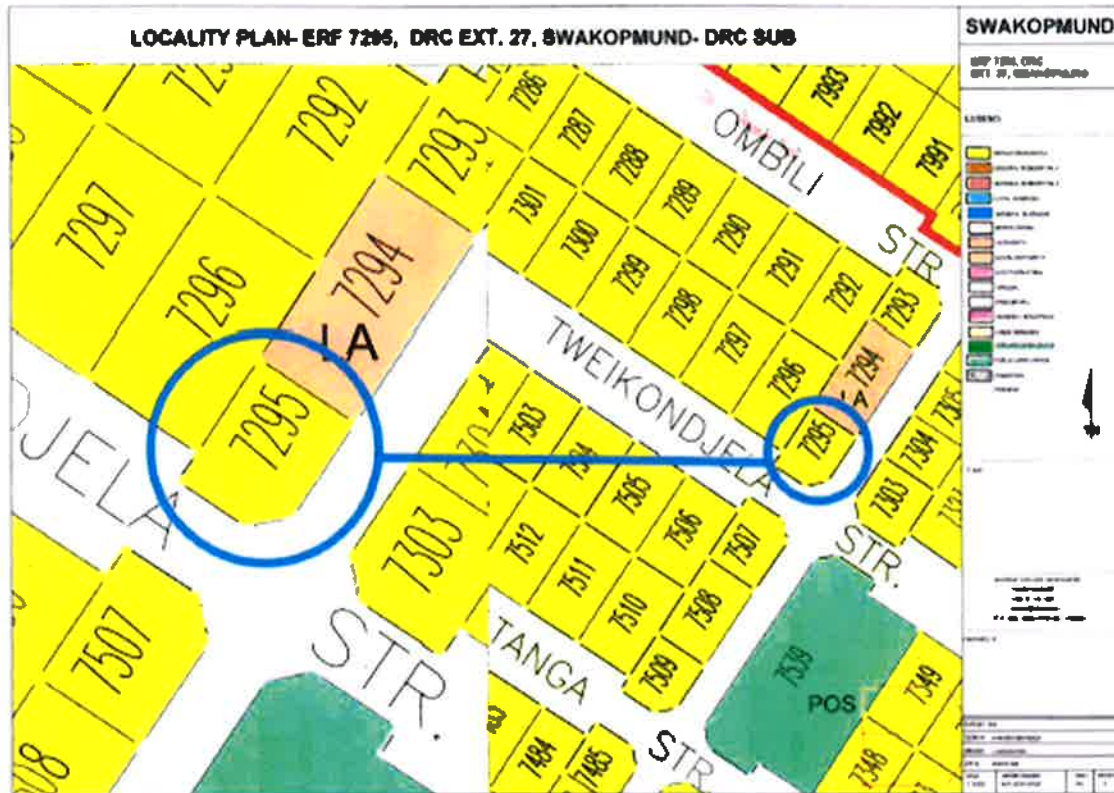
Council attesting

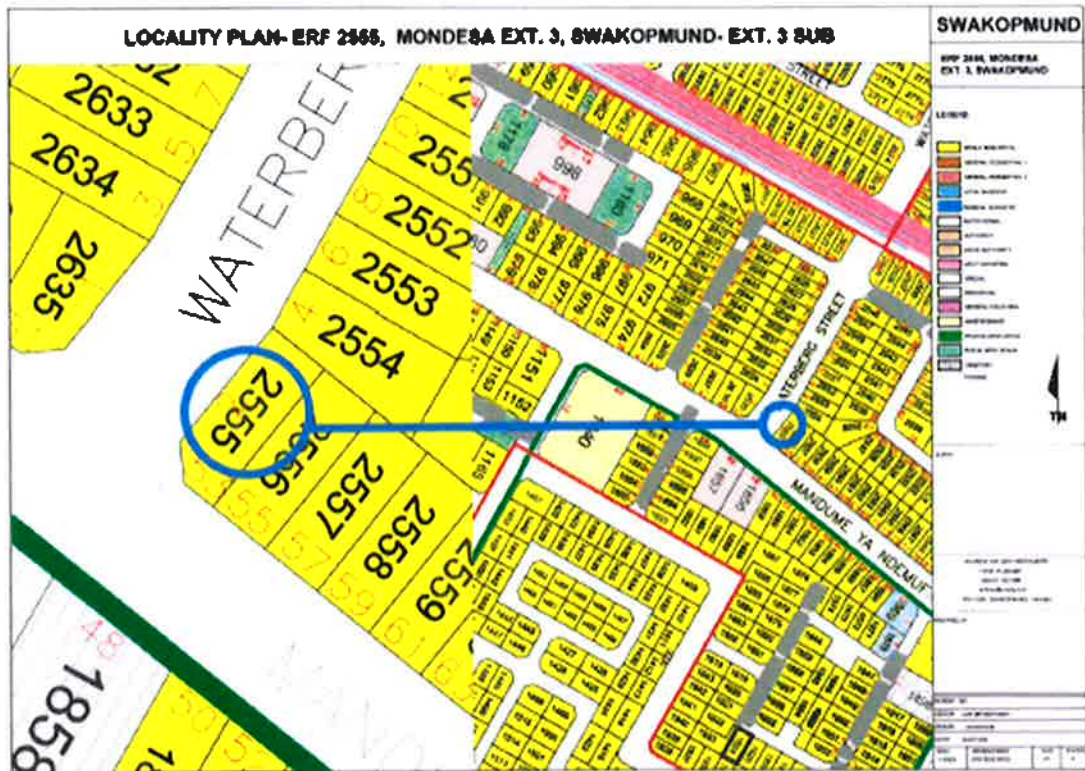
A R VAN DER WESTHUIZEN

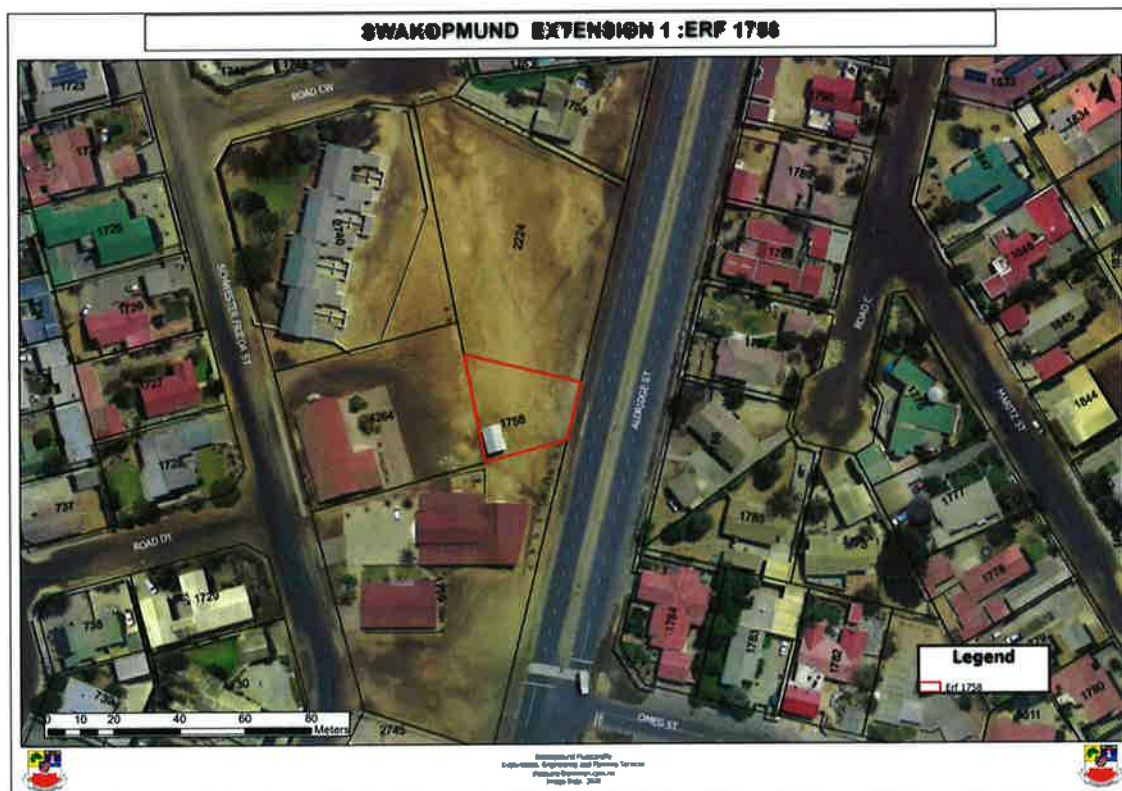
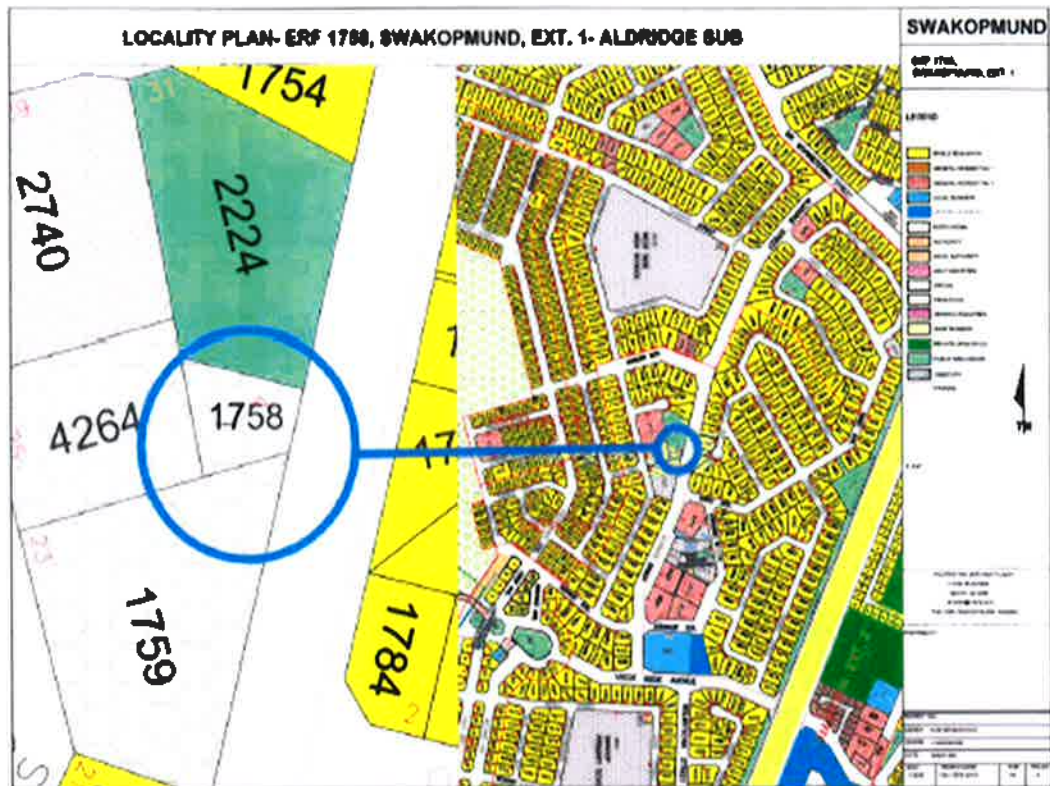

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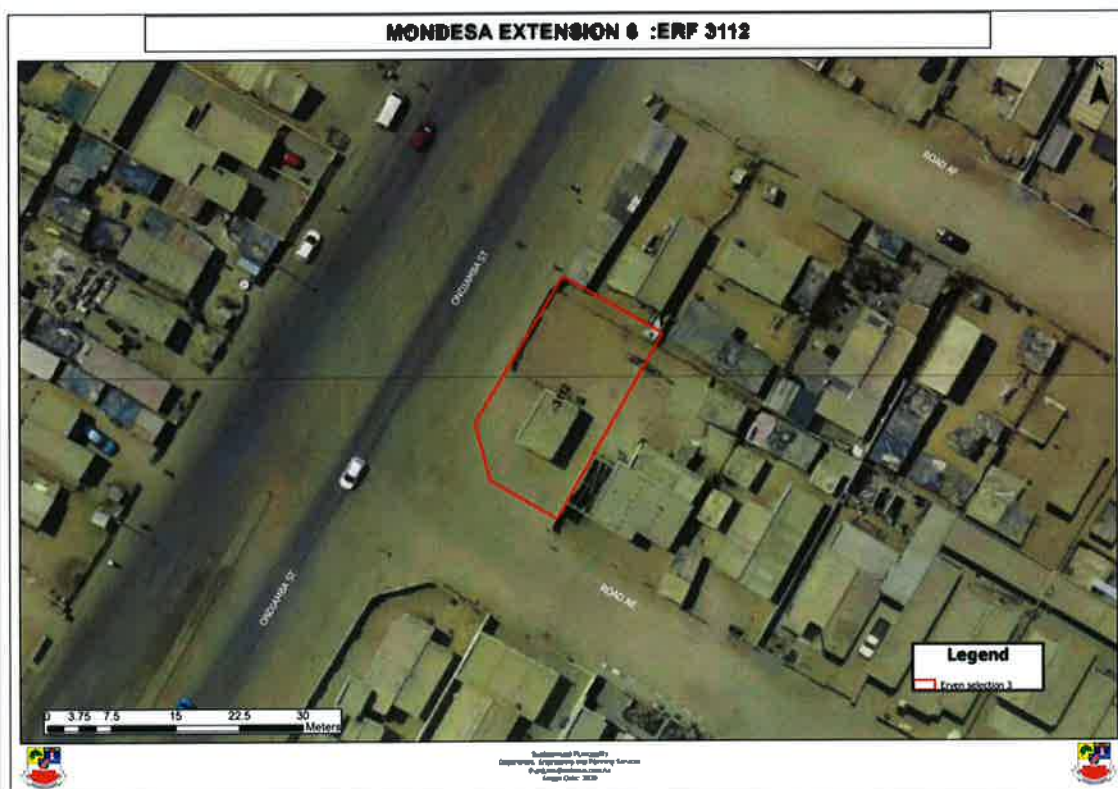












Asset No	Asset Description	Location	Owner of Building?	Building Size	Ground Size	Date	Usage	Agreement for Use	Title Bond exists (Y/N)	Title deed Copy attached?	Condition	Building Present Market Value	Ground Present Market Value
SWNL0001	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	1979	A					49,945.00	19,310.00
SWNL0002	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	1979	A					49,945.00	19,310.00
SWNL0003	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	1974	A					49,945.00	19,310.00
SWNL0004	Substation Building (Normal Substation)	Asheboro	N	0	0	1991	A					0.00	0.00
SWNL0005	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	1970	A					49,945.00	19,310.00
SWNL0006	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	1980	A					49,945.00	19,310.00
SWNL0007	Substation Building (Normal Substation)	Asheboro	Y	40.5	315	1992	A					63,945.00	20,765.00
SWNL0008	Substation Building (Normal Substation)	Asheboro	N	0	0	1978	A					0.00	0.00
SWNL0009	Substation Building (Normal Substation)	Asheboro	N	0	0	1994	A					0.00	0.00
SWNL0010	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	1985	A					49,945.00	19,310.00
SWNL0011	Substation Building (Normal Substation)	Asheboro	N	0	0	1984	A					0.00	0.00
SWNL0012	Substation Building (Normal Substation)	Asheboro	Y	36	100	2004	A					59,945.00	19,310.00
SWNL0013	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	1994	A					49,945.00	19,310.00
SWNL0014	Substation Building (Normal Substation)	Asheboro	Y	60	100	1995	A					63,945.00	19,310.00
SWNL0015	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	1994	A					49,945.00	19,310.00
SWNL0016	Substation Building (Normal Substation)	Asheboro	N	0	0	1990	A					0.00	0.00
SWNL0017	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	2003	A					49,945.00	19,310.00
SWNL0018	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	1978	A					49,945.00	19,310.00
SWNL0019	Substation Building (Normal Substation)	Asheboro	Y	120	978	1984	A					109,945.00	19,310.00
SWNL0020	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	1972	A					49,945.00	19,310.00
SWNL0021	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	1981	A					49,945.00	19,310.00
SWNL0022	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	2004	A					49,945.00	19,310.00
SWNL0023	Substation Building (Normal Substation)	Asheboro	N	0	0	2004	A					0.00	0.00
SWNL0024	Substation Building (Normal Substation)	Asheboro	Y	31.5	100	2004	A					49,945.00	19,310.00
SWNL0025	Substation Building (Normal Substation)	Asheboro	N	0	0	1988	A					0.00	0.00
SWNL0026	Substation Building (Normal Substation)	Asheboro	N	0	0	2004	A					0.00	0.00
SWNL0027	Substation Building (Normal Substation)	Asheboro	N	0	0	1995	A					0.00	0.00
SWNL0028	Substation Building (Normal Substation)	Asheboro	N	0	0	1994	A					0.00	0.00
SWNL0029	Substation Building (Normal Substation)	Asheboro	N	0	0	1991	A					0.00	0.00
SWNL0030	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0031	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0032	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0033	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0034	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0035	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0036	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0037	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0038	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0039	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0040	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0041	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0042	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0043	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0044	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0045	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0046	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0047	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0048	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0049	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0050	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0051	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00
SWNL0052	Substation Building (Normal Substation)	Asheboro	N	0	0	1989	A					0.00	0.00

4 Land and buildings

Page 2 of 3

Asset No	Asset Description	Location	Owner of Building?	Building SIm	Ground SIm	Code	Usage	Agreement for Use	Title Deed exists (Y/N)	Title Deed Copy attached?	Condition	Building Present Market Value	Ground Present Market Value
SWN1.0053	Substation Building (Normal Substation)	Model (P&T) 11/15/17	N	0	0	1994	A					0.00	0.00
SWN1.0054	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0055	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0056	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0057	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0058	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0059	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0060	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0061	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0062	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0063	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0064	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0065	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0066	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0067	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0068	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0069	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0070	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0071	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0072	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0073	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0074	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0075	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0076	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0077	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0078	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0079	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0080	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0081	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0082	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0083	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0084	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0085	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0086	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0087	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0088	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0089	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0090	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0091	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0092	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0093	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0094	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0095	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0096	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0097	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0098	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0099	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0100	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0101	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0102	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0103	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWN1.0104	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00

ce/so/h
of substation

ANNEXURE "C"

MEMORANDUM OF AGREEMENT**ENTERED INTO BETWEEN**

**VAN DER WESTHUIZEN TOWN PLANNING AND PROPERTIES
COMPANY REGISTRATION NO 2017/02995**

**Herein duly represented by Andrew Van Der Westhuizen
AND**

**ERONGO REGIONAL ELECTRICITY DISTRIBUTOR COMPANY
(PROPRIETARY) LIMITED**

COMPANY NO 2004/074

Herein duly represented by Mr Freddie Vries

REGISTRATION OF PROPERTIES IN ERONGOR RED'S NAME



Four handwritten signatures are visible in the bottom right corner of the page. The signatures are written in black ink and appear to be initials or full names, though they are not legible.

11.1.13 B: SUBDIVISIONS: FOURTH BATCH: ELECTRICAL SUBSTATIONS: ERONGO RED ELECTRICITY DISTRIBUTORS
(C/M 2023/10/26 - M 4374; E 266 C; Erf 118; Erf 113, Vin; E 2747; E 1910)

Ordinary Management Committee Meeting of 19 October 2023, Addendum 7.13 page 150 refers.

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

This item was submitted to the Management Committee of 14 September 2023 under item 8.5, but was referred back for clarification.

Therefore, the attached application dated 14 August 2023 received from Van der Westhuizen Town Planning and Properties acting on behalf of Erongo Regional Electricity Distributor Company (Pty) Ltd (hereinafter Erongo RED), is submitted as two separate submissions (**Annexure "A"**):

SUBMISSION A ("transfers" being subject of a separate submission):

- 1.1 Council to consider the approval of the transfer of the complete erven (marked in blue) in terms of the Asset Transfer Agreement listed in the attached application, to Erongo RED; and

SUBMISSION B ("subdivisions" being subject of a separate submission):

- 1.2 Council to take note of the pending subdivisions of erven (marked in yellow) on which substations are located to enable the future transfer of the newly created erven to Erongo RED. Submissions in this regard will be tabled by the Engineering & Planning Services Department.

Subject erven below:

Substation	Asset Number	Erf Number	Erf & Portion Size in m²
SINGLE QUARTER SUB	SWNL0083	ERF 4374, MONDESA, SWAKOPMUND	Portion A 202m²
MOLTKE SUB	SWNL0097	ERF 286C, SWAKOPMUND	Portion A 60.1m²
SCHLACHTER SUB	SWNL0089	ERF 118, SWAKOPMUND	Portion A 102.5m²
LOUIS BOTHA SUB	SWNL0044	ERF 113, VINETA, SWAKOPMUND	Portion A 50m²
SWAKOP SUB	SWNL0102	ERF 2747, SWAKOPMUND	Portion A 55.2m²
FRANKE SUB	SWNL0021	ERF 1910, SWAKOPMUND EXT. 1	Portion A 297.4m²
BUNGALOWS SUB	SWNL0011	ERF 2747, SWAKOPMUND	Portion A 191.82m²
ALDRIDGE SUB	SWNL0003	ERF 1755, SWAKOPMUND EXT. 1	Erf Size 145m²
JABULANI NO. 7 SUB	SWNL0036	ERF 1616, MONDESA, SWAKOPMUND	Erf size 327m²
ORC SUB	SWNL0015	ERF 7295, ORC EXT. 27, SWAKOPMUND	Erf Size 315m²
EXT. 3 SUB	SWNL0056	ERF 2555, MONDESA EXT. 3, SWAKOPMUND	Erf Size 325m²
EXT. 6A SUB	SWNL0053	ERF 2953, MONDESA EXT. 6, SWAKOPMUND	Erf size 313m²
EXT. 6B SUB	SWNL0057	ERF 3112, MONDESA EXT. 6, SWAKOPMUND	Erf size 339m²

Van der Westhuizen Town Planning and Properties requests approval for the future transfer of the erven which will be subdivided.

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

RECOMMENDED:

- (a) That Council takes note of the application dated 14 August 2023 received from Van der Westhuizen Town Planning & Properties on behalf of Erongo Regional Electricity Distributor Company (Pty) Ltd .
- (b) That Council takes note that the erven shaded in yellow has to be subdivided and will be submitted separately by the Engineering Services & Planning Department.

Substation	Asset No.	Erf Number	2005 Market Value N\$	Subdivided Size
Single Quarter Sub	SWNL0083	Erf 4374, Mon	68 345.50	Portion A = 202m ²
Moltke Sub	SWNL0097	Erf 266 C, Swk	68 345.50	Portion A = 60.1m ²
Schlachter Sub	SWNL0089	Erf 118, Swk	68 345.50	Portion A = 102.5m ²
Louis Botha Sub	SWNL0044	Erf 113, Vin	68 345.50	Portion A = 50m ²
Swakop Sub	SWNL0102	Erf 2747	68 345.50	Portion A = 55.2m ²
Franke Sub	SWNL0021	Erf 1910, Ext 1, Swk	68 345.50	Portion A = 297.4m ²
Bungalows Sub	SWNL0011	Erf 2747, Swk	0.00	Portion A =131.82m ²

- (c) That notwithstanding the pending subdivisions, Council approves the future transfers of the newly created erven as the main erven are listed with asset numbers and form part of the asset transfer agreement.
-

ANNEXURE "A"

TOWN PLANNING & PROPERTIES

PO BOX 1500
SWAKOPMUND NAMIBIA

Chief Executive Office
Municipality of Swakopmund
P. O. Box 63
Swakopmund
Namibia

14 August 2023

Dear Sir/Madam,

APPLICATION FOR APPROVAL TO TRANSFER PROPERTIES IN TERMS OF TRANSFER AGREEMENT TO ERONGO RED.

Herewith the formal application for approval by Council in order to transfer 14 identified properties to Erongo Red Electrical Distributors. These properties form part of the transfer agreement between the two parties. Below please find the list of erven that is being applied for in order to obtain Councils approval.

Substation	Asset Number	Erf Number	Erf & Portion Size in m²
SINGLE QUARTER SUB	SWNL0083	ERF 4374, MONDESA, SWAKOPMUND	Portion A 202m²
MOLTKE SUB	SWNL0097	ERF 266C, SWAKOPMUND	Portion A 60.1m²
SCHLACHTER SUB	SWNL0089	ERF 118, SWAKOPMUND	Portion A 102.5m²
LOUIS BOTHA SUB	SWNL0044	ERF 113, VINETA, SWAKOPMUND	Portion A 50m²
SWAKOP SUB	SWNL0102	ERF 2747, SWAKOPMUND	Portion A 55.2m²
FRANKE SUB	SWNL0021	ERF 1916, SWAKOPMUND EXT. 1	Portion A 297.4m²
BUNGALOWS SUB	SWNL0011	ERF 2747, SWAKOPMUND	Portion A 131.82m²
ALDRIDGE SUB	SWNL0001	ERF 1254, SWAKOPMUND EXT. 1	Erf size 7.6m²
ABULANI NO. 7 SUB	SWNL0036	ERF 1616, MONDESA, SWAKOPMUND	Erf size 327m²
DRG SUB	SWNL0016	ERF 7246, DRG EXT. 27, SWAKOPMUND	Erf size 373m²
EXT. 3 SUB	SWNL0056	ERF 2052, MONDESA EXT. 3, SWAKOPMUND	Erf size 325m²
EXT. 5A SUB	SWNL0054	ERF 2043, MONDESA EXT. 6, SWAKOPMUND	Erf size 313m²
EXT. 5B SUB	SWNL0057	ERF 3112, MONDESA EXT. 6, SWAKOPMUND	Erf size 370m²

Please take note that the Erven indicated in Yellow above are subject to applications for subdivision and rezoning at various stages of Council Approval. A Subdivision plan has been included with the relevant Locality Plans.

The erven in [] were investigated and it was found that these erven can be transferred immediately after the rezoning process has been concluded. We did an investigation to see whether it is possible to subdivide the properties, but due to the location of the substation on the erf and the size of the property, there would be little sense in performing subdivision. It is therefore recommended that these erven be transferred.

We herewith formally apply for Councils approval in order to proceed with the necessary transfer of properties while the statutory procedures are in process. Only once all statutory process has been completed and approval for transfer obtained from the Minister Urban and Rural Development shall the transfer of the Erven be finalized.

It is trusted that you will find the above in order.

Yours Faithfully,



A R VAN DER WESTHUIZEN



Tel: +266 89 60 8001 Fax: +266 89 60 8002 Tel: +266 89 60 8003 Email: erongo@erongo.na
P.O. Box 1111 Windhoek 1000 Fax: +266 89 60 8004 P.O. Box 1111 Windhoek 1000 Fax: +266 89 60 8005

Reference: ER/2020

The Chief Executive Officer
Swakopmund Municipality
Swakopmund
Namibia

Erongo
Physical Address
Telephone
Fax
E-mail
P.O. Box
1000

Miss Miamand
P: Hage Geardes Street
+264 (0) 20 1 9010
+264 (0) 20 1 9001
+264 (0) 20 1 9001
miamand@erongo.na
19 May 2020

Fax: 085 - 410 4120

E-mail: erongo@erongo.na

Dear Mr. Benjamin

**TRANSFER OF PRIVATIZED PROPERTIES FROM SWAKOPMUND
MUNICIPALITY INTO ERONGO RED'S NAME**

1. The above matter and your letter dated 4 November 2019 have reference.
2. We hereby wish to thank you for indulging our delegation on 13 May 2020 to provide clarity on the historic and current difficulties faced by our organisations related to the transfer of fixed property. More specifically to provide a response to your letter referenced above.
3. At our meeting on 19 May 2020, we agreed on the following:
 - a) That the consultant for Erongo RED (Mr van der Westhuizen Town Planner) shall read the previous letter requesting the transfer of erven mentioned in the Transfer Agreement and erven (subdivisions) created after 2005.
 - b) The request will be resubmitted by our consultant. Only properties reflected in the signed Transfer Agreement in 2005 shall for now be included in the list of properties to be registered in Erongo RED's name.
 - c) That the Municipality notes that consideration of paying purchase prices for the erven which were not stated within the Transfer Agreement, before the process can continue.
 - d) The Municipality with the new information provided to them and after more consultation, consider that provision of erven created after 2005.
4. Attached herewith is the Transfer Agreement signed by both parties for your ease of reference.

Please refer to the attached letter to the Chief Executive Officer.

Yours faithfully,
The Mayor

Yours faithfully,
The Mayor

Erongo RED

Handwritten signature
The Mayor

Asset No	Asset Description	Location	Owner of Building?	Building Size	Ground Slope	Date	Usage	Agreement for Use	Title deed within (year)	Title deed Copy attached?	Condition	Building Present Market Value	Ground Present Market Value
SWIN/0001	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1978	A					41,045.50	19,200.00
SWIN/0002	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1978	A					41,045.50	19,200.00
SWIN/0003	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1974	A					41,045.50	19,200.00
SWIN/0004	Substation Building (Normal Substation)	Almooz	N	0	0	1997	A					41,045.50	19,200.00
SWIN/0005	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1976	A					41,045.50	19,200.00
SWIN/0006	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1980	A					41,045.50	19,200.00
SWIN/0007	Substation Building (Normal Substation)	Almooz	Y	40.5	31.5	1992	A					41,045.50	19,200.00
SWIN/0008	Substation Building (Normal Substation)	Almooz	N	0	0	1978	A					41,045.50	19,200.00
SWIN/0009	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1985	A					41,045.50	19,200.00
SWIN/0010	Substation Building (Normal Substation)	Almooz	Y	0	0	1984	A					41,045.50	19,200.00
SWIN/0011	Substation Building (Normal Substation)	Almooz	Y	0	0	2004	A					41,045.50	19,200.00
SWIN/0012	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1994	A					41,045.50	19,200.00
SWIN/0013	Substation Building (Normal Substation)	Almooz	Y	0	0	1995	A					41,045.50	19,200.00
SWIN/0014	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1986	A					41,045.50	19,200.00
SWIN/0015	Substation Building (Normal Substation)	Almooz	Y	0	0	1980	A					41,045.50	19,200.00
SWIN/0016	Substation Building (Normal Substation)	Almooz	Y	31.5	100	2003	A					41,045.50	19,200.00
SWIN/0017	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1976	A					41,045.50	19,200.00
SWIN/0018	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1984	A					41,045.50	19,200.00
SWIN/0019	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1972	A					41,045.50	19,200.00
SWIN/0020	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1974	A					41,045.50	19,200.00
SWIN/0021	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1981	A					41,045.50	19,200.00
SWIN/0022	Substation Building (Normal Substation)	Almooz	Y	31.5	100	2004	A					41,045.50	19,200.00
SWIN/0023	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1982	A					41,045.50	19,200.00
SWIN/0024	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1985	A					41,045.50	19,200.00
SWIN/0025	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1991	A					41,045.50	19,200.00
SWIN/0026	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1992	A					41,045.50	19,200.00
SWIN/0027	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0028	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1994	A					41,045.50	19,200.00
SWIN/0029	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1992	A					41,045.50	19,200.00
SWIN/0030	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0031	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0032	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0033	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0034	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0035	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0036	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0037	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0038	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0039	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0040	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0041	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0042	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0043	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0044	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0045	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0046	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0047	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0048	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0049	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0050	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0051	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00
SWIN/0052	Substation Building (Normal Substation)	Almooz	Y	31.5	100	1996	A					41,045.50	19,200.00

Asset No	Asset Description	Location	Owner of Building?	Building Class	Ground Class	Date	Usage	Agreement for Use	Title Deed exists (Y/N)	Title dated every 5 years?	Condition	Building Percent Market Value	Assessed Percent Market Value
SWNA.0053	Substation Building (Normal Substation)	Model (Pick in Play)	N	0	0	1994	A					0.00	0.00
SWNA.0054	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0055	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0056	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0057	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0058	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0059	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0060	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0061	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0062	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0063	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0064	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0065	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0066	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0067	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0068	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0069	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0070	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0071	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0072	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0073	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0074	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0075	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0076	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0077	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0078	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0079	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0080	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0081	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0082	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0083	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0084	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0085	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0086	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0087	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0088	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0089	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0090	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0091	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0092	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0093	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0094	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0095	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0096	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0097	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0098	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0099	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0100	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0101	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0102	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0103	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00
SWNA.0104	Substation Building (Normal Substation)	Model	N	0	0	1994	A					0.00	0.00

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MEMORANDUM OF AGREEMENT**ENTERED INTO BETWEEN**

**VAN DER WESTHUIZEN TOWN PLANNING AND PROPERTIES
COMPANY REGISTRATION NO 2017/02995**

Herein duly represented by Andrew Van Der Westhuizen
AND

**ERONGO REGIONAL ELECTRICITY DISTRIBUTOR COMPANY
(PROPRIETARY) LIMITED**

COMPANY NO 2004/074

Herein duly represented by Mr Freddie Vries

REGISTRATION OF PROPERTIES IN ERONGOR RED'S NAME



Several handwritten signatures in black ink are visible in the bottom right corner of the page. There are approximately five distinct signatures, some appearing to be initials or full names written in a cursive or semi-cursive style.

- 11.1.14 **ERF 4863, SWAKOPMUND: WAIVER OF PRE-EMPTIVE RIGHT: GIACOMO LUIGI BONADEI**
(C/M 2023/10/26 - E 4863)

Ordinary Management Committee Meeting of 19 October 2023, Addendum 7.14 page 158 refers.

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

1. Introduction

The purpose of this submission is for Council to consider waiving the pre-emptive right registered against Erf 4863, Swakopmund located in Extension 10.

On 28 September 2023, a letter dated 22 September 2023 was received from Roberts Legal Practitioner (acting on behalf of their client, Mr Giacomo Luigi Bonadei) requesting Council to waive a pre-emptive right registered in the title deed of Erf 4863, Swakopmund.

The pre-emptive right prohibits the sale of the property, unless a compliance certificate has been issued confirming the construction of improvements thereon.

As stated in the letter dated 22 September 2023, Mr Bonadei is suffering severe health issues and his health is deteriorating resulting in continuous medical treatment and associated accumulating expenses.

Due to the confidential nature of the medical condition, the relevant documents are not attached but will be available at the Management Committee Meeting for viewing.

2. Brief Background

On 30 August 2013, Council sold Erf 4863, Swakopmund (1 507m²) to Mr Bonadei in the amount of N\$ 625 000.00. Clause 7.1.3 is quoted below which condition is also registered in the title deed:

"7.1.3 the condition that the ERF may not be alienated unless it has been improved at the minimum value stipulated in paragraph 4 of Annexure "A" within 24 months as from the date of transfer of the ERF into the name of the PURCHASER. "Improved" shall be construed to mean the construction of a building or buildings designed commensurate with the use-zoning of the ERF. In the case of the PURCHASER being a corporate entity or a trust, "alienate" in the context of this clause shall include the alienation of the equity in the corporate entity, or any part thereof, or the replacement of the majority trustees and/or the beneficiaries or changing the aim of the trust."

In light of the above, Mr Bonadei is restricted to alienate his erf without Council's consent.

Mr Bonadei was informed of Council's decision passed on 26 March 2015 under item 11.1.18 waiving its claim in favour of registration of a bond by a financial institution. As stated by Roberts Legal Practitioner

it is unlikely that Mr Bonadei will qualify for life insurance which forms part of a bond application.

3. **Proposal**

Council approved the restrictive condition in order to ensure that purchasers who at the time acquired business and industrial erven at extremely reasonable prices, in fact construct business ventures and do not invest in future speculation when the land accrued in value. Thereby not contributing in employment creation and economic growth.

Council in the past approved the waiver of the restrictive condition based on duly supported applications relating to advanced age of the owner, dire financial constraints and in one case where the entire business relocated to South Africa.

Taking into consideration Mr Bonadei's health condition, it is proposed that Council waves the restriction registered against Erf 4863, Swakopmund.

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

RECOMMENDED:

- (a) That Council takes note of the application by Roberts Legal Practitioner on behalf of Mr Giacomo Luigi Bonadei
 - (b) That Council waves the restriction registered in the Deed of Transfer T 7385/2013 against Erf 4863, Swakopmund due to severe health conditions.
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11.1.15 **OUTCOME OF SALE OF 29 SEPTEMBER 2023: ERF 3620, EXTENSION 1, SWAKOPMUND**
(C/M 2023/10/26 - E 3620)

Ordinary Management Committee Meeting of 19 October 2023, Addendum 7.15 page 160 refers.

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

1. Introduction

On 29 May 2023 under item 11.1.6 Council approved the sale of the Kuhnast Flats at an upset price of N\$ 3 000 000.00 and resolved that the income generated from the sale be used to renovate the bungalows (point (c)) of the resolution.

A closed bid sale was held on Friday, 29 September 2023.

2. Outcome

Two bids were submitted for the sale of Erf 3620, Swakopmund and the erf was allocated to the highest bidder:

Highest Bidder	Private School Swakopmund	N\$ 3 510 000.00
Second Highest Bidder	Sebastian Lawrence	N\$ 3 000 100.00

The due date to secure the purchase price is Monday, 29 January 2024. In the event the highest bidder fails to secure the purchase price, the property will be offered to the second bidder.

The two lessees currently residing at the premises were given 6 months notice to vacate the flats by the end of January 2024.

3. AMENDMENT OF HOUSING POLICY

Depending on the successful transfer of the property, it is required to amend Council's Housing Benefits Policy which was approved on 31 August 2022 points 1.2 (d) and 7 and the definition of "the municipal flats" on page 16:

7. MUNICIPAL FLATS	8
General	8
Fixed terms and termination	9
Written Agreement	9
Application and Allocation Procedures	10

2 of 16

Allocation criteria	10
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B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council takes note that Erf 3620 (staff flats) was sold at the closed bid sale held on 29 September 2023 and that the due date to secure the purchase price is Monday, 29 January 2024.**
 - (b) That Council takes note that the two lessees currently occupying the staff flats have been issued notice of 6 months to vacate the premises by end of January 2024.**
 - (c) That depending on the successful transfer of ownership of Erf 3620, Swakopmund, Council's Housing Benefits Policy be amended to delete all conditions relating to Erf 3620, Swakopmund, such as point 1.2 (d), point 7 and the definition of "the municipal flats" on page 16 of the policy.**
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