

Municipality of Swakopmund

AGENDA

NO. 1

ORDINARY COUNCIL MEETING

**ON
THURSDAY
30 NOVEMBER 2023
AT
19:00**



CONTACT US:

Telephone: +264 64 410 4206




Email: akahuika@swkmun.com.na

Website: www.swkmun.com.na



2
Ordinary Council Meeting – 30 November 2023

MUNICIPALITY OF SWAKOPMUND

 (064) 4104206
 53 Swakopmund
NAMIBIA
 akahuika@swkmun.com.na

Ref No 5/2/1/1/2

Enquiries: *Aloysia Kahuika*

20 November 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, 30 NOVEMBER 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/-

INDEX

1.	<u>OPENING BY PRAYER, IF SO DESIRED</u>									
2.	<u>ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL</u>									
3.	<u>APPLICATIONS FOR LEAVE OF ABSENCE BY MEMBERS OF COUNCIL</u>									
4.	<u>CONFIRMATION OF MINUTES OF THE PREVIOUS MEETING OF COUNCIL</u> (C/M 2023/11/30 - 5/2/1/1/2)									
4.1	Minutes of the Ordinary Council Meeting held on 26 October 2023 . (pp 153/2023 - 179/2023)									
5.	<u>INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF A COUNCIL</u> None.									
6.	<u>PETITIONS</u> None.									
7.	<u>MOTIONS OF MEMBERS</u> None.									
8.	<u>ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN</u> None.									
9.	<u>OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS</u>									
10.	<u>REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1) (E) OF THE ACT</u>									
10.1	<u>REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING NOVEMBER 2023</u>									
	<table><tr><th></th><th></th><th>PAGE</th></tr><tr><td>10. (A)</td><td>Minutes of the Ordinary Management Committee Meeting held on 09 November 2023</td><td rowspan="2">32</td></tr><tr><td>10. (B)</td><td>Minutes of the Special Management Committee Meeting held on 21 November 2023</td></tr></table>			PAGE	10. (A)	Minutes of the Ordinary Management Committee Meeting held on 09 November 2023	32	10. (B)	Minutes of the Special Management Committee Meeting held on 21 November 2023	
		PAGE								
10. (A)	Minutes of the Ordinary Management Committee Meeting held on 09 November 2023	32								
10. (B)	Minutes of the Special Management Committee Meeting held on 21 November 2023									

11. **RECOMMENDATION OF THE MANAGEMENT COMMITTEE**

11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 09 NOVEMBER 2023 AND 21 NOVEMBER 2023**

ITEM NO	SUBJECT	REF NO	PAGE
11.1.1	Sewerous Harambee Investment CC	16/1/4/2/1/14	36
11.1.2	Extension 4, Matutura: • <i>Future Development</i> • <i>Requests By Ghetto Assistance Centre (Pty) Ltd</i>	16/1/4/2/1/14	45
11.1.3	40/40 (Credit-Link) Housing Project: Conflicts Between Beneficiaries And Contractors	14/2/1/2	62
11.1.4	The Swakopmund Tennis Club: Change Of Lease Period From Indefinite To Fixed Term	13/3/1/5; 14/2/2/1/7; E 245, E A/244, E B/244	79
11.1.5	Erf 9060 Extension 35: Assessment Of Development Proposal Received For Erf Zoned "Institutional"	E 9060	98
11.1.6	Swakopmund Municipal Rest Camp Upgrade Strategy	14/2/7/1/4	136
11.1.7	Request To Utilize The Build Together Loan - Ms Diina Namupala For Erf 1742, Mondesa (Rocky Area)	M 1742	140
11.1.8	Rezoning Of Erf 680, Mondesa, Extension 2 From "Single Residential" With A Density Of 1:600m ² To "General Residential 2" With A Density Of 1:100m ²	M 680	145
11.1.9	Rezoning Of Erf 3112, Mondesa Extension 6 From "Single Residential" With A Density Of 1:300m ² To "Parastatal"	M 3112	159
11.1.10	Application To Reduce Fine Issued To Owner Of Erf 4895 For Unapproved Construction Of Industrial Complex	E 4895	180
11.1.11	Subdivision Of Erf 3289, Mondesa, Extension 7 Into Portion A And Remainder And Subsequent Rezoning Of Portion A From <i>General Business</i> With A Bulk Of 1.0 To <i>Parastatal</i>	M 3289	201
11.1.12	Request For Extension Of Feeding Namibia Project On Erf 10907, Drc, Swakopmund	E 10907	212
11.1.13	Pensioners (Senior Citizens) Outstanding Debts	3/11/1/2/1/6	218
11.1.14	Incorrect Levying Of Water Consumption Levies Service Account Number: 44000400015 And 57029800022	3/11/1/2/2/5	231
11.1.15	Writing Off Redundant Items At The Economic Development Services Department	16/2/6/1	240
11.1.16	Report: 12 th TKC (Trans Kalahari Corridor) Joint Law Enforcement Operation From 31 July Until 05 August 2023, Jwaneng, Botswana	11/1/4/35	241
11.1.17	Concept Design For The Renovation Of The Facilities On Erf 610, Tamariskia To Serve As An Emergency Shelter	T 610	242
11.1.18	Programme For Ordinary Monthly Management Committee And Council Meetings For 2024	5/2/1/1/2	266
11.1.19	Transfer Of Funds For Various Water And Wastewater Projects	16/2/1/1/2; 16/2/1/1/1	270
11.1.20	Good Governance, Leadership And Project Management Training For Local Authorities In Namibia 21-23 November 2023 In Ongwediva	5/6/1; 5/1/1	275

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

None.

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

None.

153 / 2023

MINUTES

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Thursday, 26 October 2023 at 19:00.**

PRESENT:

Councillor D Am-!Gabeb	:	Deputy Mayor
Councillor W O Groenewaldt	:	Chairperson of MC
Councillor B R Goraseb	:	Alternate Chairperson of MC
Councillor P Shimhanda	:	Member of Management Committee
Councillor C-W Goldbeck	:	Member of Management Committee
Councillor M Henrichsen	:	Member of Council
Councillor E Shitana	:	Member of Council
Councillor H H Nghidipaya	:	Member of Council

OFFICIALS:

Mr A Benjamin	:	Chief Executive Officer
Mr V S Kaulinge	:	Acting Chief Executive Officer
Mr M Haingura	:	GM: Corporate Services & HC
Mr C McCune	:	GM: Engineering & Planning Services
Mr H !Naruseb	:	GM: Finance
Ms L N Mutenda	:	GM: Health Services & SWM
Mr D Hanes	:	Personal Assistant: Mayor
Ms A Kahuika	:	Administration Officer

ALSO PRESENT:

Eleven (11.) Members of the public.

1. OPENING BY PRAYER

Pastor Van Neel opened the meeting with prayer.

2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL
(C/M 2023/10/26 - 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

154 / 2023

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

3.1 Application for leave of absence:

Councillor D Namubes	-	Approved
Councillor S M Kautondokua	-	Approved
Mr A Benjamin	-	Approved

3.2 Declaration of interest:

None.

4. **CONFIRMATION OF MINUTES**

(C/M 2023/10/26 - 5/2/1/1/2)

4.1 **MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 28 SEPTEMBER 2023**

(C/M 2023/10/26 - 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 28 September 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.

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

(C/M 2023/10/26 - 5/5/2)

Honourable Councillors, 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

155 / 2023

Good evening once again and welcome to the October Council meeting.
Thank you very much taking time to join us tonight.

Ladies and gentlemen, members of the council, and fellow citizens,

I am honoured to address you tonight. Tonight, I would like to highlight some key updates and important matters that concern us as a community.

During the month of **October**, our office had the following engagements.

1. African Peer Review Consultations.
2. Swakopmund also had the privilege of hosting His Excellency Dr Hage Geingob who had a familiarization visit to the Erongo region to visit the Green Hydrogen project.
3. We also hosted a consultative public meeting for the Kramersdorf and CBD area.
4. Additionally, we hosted a Swakopmund safety feedback meeting in Mondesa.
5. And lastly a public scope meeting on mobile kiosks was held over a period of two days to consult with the relevant stakeholders for the mobile kiosk.

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 OCTOBER 2023**

(C/M 2023/10/26 - 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 19 October 2023, be noted.

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING 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)

RESOLVED:

CO: H
GM: CS&HC

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

(a) 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:

157 / 2023

- (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.

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)

GM: EDS
GM: F

RESOLVED:

- (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)

RESOLVED:

CO: M&C
GM: CS&HC

- (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:

Capital project	Vote number	Amount
Partitioning of Production Room	150531017000	N\$50 000

- (b) That permission be granted to the General Manager: Finance to transfer an additional amount of N\$150 00.00

158 / 2023

from the Surplus Fund Vote to the capital project: Live Streaming Camera and Equipment Vote: 150531017500:

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

- (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.

11.1.5

PARTNERSHIP FOR THE NAMIBIA ANNUAL SPORT AWARDS (NASA)

(C/M 2023/10/26 - 3/15/1/6/1)

GM: F
GM: EDS

RESOLVED:

- (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.

159 / 2023

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)

RESOLVED:

GM:EPS

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.

11.1.7

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

CO: P
GM: CS&HC**RESOLVED:**

That the application of Mr B Gerhard to purchase a portion of land situated adjacent to Erf 4089, Mondesa measuring ±365m² 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.

160 / 2023

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)

GM: EP5

RESOLVED:

- (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:

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

- (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.

161 / 2023

11.1.9

REQUEST FOR PAYMENT OF EXTERNAL LOCAL ORGANIZING COMMITTEE MEMBERS FOR NALASRA

(C/M 2023/10/26 - 11/14/6)

RESOLVED:

GM: F

- (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 Matsuib
 - 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.

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)

GM: HSSWM

RESOLVED:

- (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 in January 2024 Management Committee meeting.

162 / 2023

11.1.11 **PROPOSAL TO APPOINT MISS WORLD NAMIBIA (2023) AS THE BRAND AMBASSADOR OF SWAKOPMUND**

(C/M 2023/10/26 - 7/4/1)

CO: M&C
GM: CS&HC

RESOLVED:

- (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 identifies at least more than one personalities for appointment as a Brand Ambassador for Council consideration.

11.1.12 **A: TRANSFERS: FOURTH BATCH: ELECTRICAL SUBSTATIONS: ERONGO RED ELECTRICITY DISTRIBUTORS**

(C/M 2023/10/26 - M 2699, M 5616, E 7295, E 1758, M 2555, M 2953, M 3112)

RESOLVED:

CO: P
GM: CS&HC

- (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 R\$	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

163 / 2023

order to consolidate the remainder with Erf 2224 which belongs to Council:

Substation	Asset No.	Erf Number	Actual Size	Land Size in Asset List
Aldridge Sub	SWNL0003	Erf 1756, 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.

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)

RESOLVED:

CO: M&C
GM: CS&HC

- (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	2008 Market Value R\$	Subdivided Size
Single Quarter Sub	SWNL0083	Erf 4374, Mon	68 345.50	Portion A = 202m ²
Mokke Sub	SWNL0097	Erf 266 C, Swk	68 345.50	Portion A = 60.1m ²
Schlechter 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.

164 / 2023

11.1.14 **ERF 4863, SWAKOPMUND: WAIVER OF PRE-EMPTIVE RIGHT: GIACOMO LUIGI BONADEI**

(C/M 2023/10/26 - E 4863)

CO: P
GM: CS&HC

RESOLVED:

- (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.

11.1.15 **OUTCOME OF SALE OF 29 SEPTEMBER 2023: ERF 3620, EXTENSION 1, SWAKOPMUND**

(C/M 2023/10/26 - E 3620)

CO: P
GM: CS&HC

RESOLVED:

- (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.

11.1.16 **FUTURE SALE OF ERVEN 4869 AND 4873, EXTENSION 10, SWAKOPMUND BY CLOSED BID SALE**

(C/M 2023/10/26 - E 4869, E 4873, E 4874, E 4899, E 4901)

CO: P
GM: CS&HC

RESOLVED:

- (a) That Council takes note of the availability of Erf 4869 (6 428 m²) and Erf 4873 (7 403 m²), Extension 10, Swakopmund which are zoned "General Industrial" after the cancellation of the private treaty sales due to non-performance by the purchasers to secure the purchase prices.
- (b) That Council repeal and amend its decision passed on 31 August 2022 under item 11.1.23 to sell the available erven by private treaty, in order to provide for the consideration of public closed bit sales of the available erven located in Extension 10, Swakopmund as follows:

	Erf No	Zoning	m ²	Upset Price @ N\$236.00/m ² (excl 15% VAT)
1	4869	Gen Ind	6 428	1 517 008.00
2	4873	Gen Ind	7 403	1 747 058.00

165 / 2023

- (c) That Council approves the sale of Erf 4869 (6 428 m²) and Erf 4873 (7 403 m²), Extension 10, Swakopmund at the upset price indicated in point (b) above and payment of a registration fee in the amount of N\$27 000.00.
- (d) That Council remains with the same conditions approved on 25 March 2021 under item 11.1.18 (Annexure "B", on file), except point (f) (iv) that the payment period be 120 days as approved by Council on 27 January 2022 under item 11.1.13, point (d).
- (e) That the following conditions be added to the conditions of sale for this particular sale:
- (i) *That improvements must be completed within 24 months from date of transfer. Transfer of the property shall be given to and taken by the purchaser within 120 days of the award of the bid to the purchaser in writing. No extension of the date of transfer of the property shall be considered. If the Purchaser cannot meet the deadline for the transfer of the property, the award of the bid shall fall away and become null and void, without the need to give any further notice to the Purchaser.*
 - (ii) *That the property may not be alienated within 24 months unless a completion certificate has been issued in respect of the structural improvements, referred to above, prior to the expiry of the said 24-month period. This restraint of alienation is to be registered against the title deed of the property.*
 - (iii) *That the property shall revert to Council if no completion certificate is issued on the expiry of the 24 months period.*
 - (vi) *That if a property must revert to Council in terms of (iii) above, the compensation payable to the purchaser shall be fixed at the original purchase price plus the value of any improvements.*
 - (v) *That Council's sworn valuator shall determine the value of any incomplete improvements on the property. The purchaser shall be liable for the cost of the said sworn valuator.*
- (f) That Council takes note of the pending private treaty sales for the following erven, and should the purchasers fail to secure the purchase prices by the respective due date, these erven be added to the closed bid sale of the erven listed in (b) above:

	Erf No	Zoning	m ²	Upset Price @ N\$236.00/m ² (Excl 15% VAT)
1	4874	Gen Ind	15 140	3 573 040.00
2	4899	Gen Ind	20 035	4 728 260.00
3	4901	Gen Ind	13 298	3 138 328.00

166 / 2023

11.1.17 STAKEHOLDER ENGAGEMENT: YOUTH CONFERENCE

(C/M 2023/10/26 - 5/5/1, 51/1)

GM: EDS
GM: CS&HC**RESOLVED:**

- (a) That Council approves the Youth' Conference to be hosted during November 2023.
- (b) That approval be granted for the payment of refreshments for this event should the Office of the Mayor be unable to secure sponsorships.
- (c) That the amount of N\$10 000.00 be defrayed from the Conference Vote: 101015505500 where N\$186 600.00 is available.
- (d) That stakeholder engagement for potential sponsorship be intensified and feedback be provided to council.

11.1.18 01: ASSESSMENT OF SUBMITTED LIST OF CONTRACTORS

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

CO: H
GM: EPS
GM: CS&HC**RESOLVED:**

- (a) That Council takes note that 14 contractors have been assessed and approved by the General Manager: Engineering and Planning Services by inspecting houses previously built to ensure quality control.
- (b) That the beneficiaries select their preferred contractors to construct their houses.

11.1.19 MASS HOUSING DEVELOPMENT PROGRAMME: REQUEST TO TRANSFER ERF 2338, MATUTURA, EXTENSION 10 TO STANLEY LAFRAS WITBOOI

(C/M 2023/10/26 - E 2338 M)

CO: H
GM: CS&HC**RESOLVED:**

- (a) That Council approves the transfer of Erf 2338, Extension 10, Matutura to Mr Stanley Lafras Witbooi even though he previously owned Erf 1359, Mondesa, and is thus not a *First-Time Property Owner*.
- (b) That Mr Stanley Lafras Witbooi continues residing on Erf 2338, Extension 10, Matutura until a formal response from the Ministry is received.
- (c) That Mr Stanley Lafras Witbooi continues paying the bond premium plus the rates and taxes, for Erf 2338, Extension 10, Matutura as he is still occupying the property.
- (d) That Messrs National Housing Enterprises and the Ministry of Urban and Rural Development be informed of Council's decision.

167 / 2023

11.1.20 **BZN BAR AND RESTAURANT CC: OUTSIDE SEATING - DECK
EXPANSION ON LEASE AREA LOCATED ON ERF 228,
SWAKOPMUND**

(C/M 2023/10/26

- Erf 228 C, S)

CO: P
GM: EPS
GM: CS&HC

RESOLVED:

- (a) That Council approves the application by BZN Bar and Restaurant CC for the expansion of the existing lease area to include an additional lease area measuring 48m² located adjacent to Erf 228C, Swakopmund to provide for customer seating.
- (b) That the Engineering and Planning Services Department together with the applicant demarcate the exact location and size of the lease area (measuring approximately 88m²) and that the lessee cordon-off the lease area.
- (c) That the lease be subject to the conditions of the current lease agreement as approved by Council on 31 August 2022 under item 11.1.6; and that the lessee complies with all the requirements for the submission and approval of the expansion of the deck area as conveyed to them under cover of a letter dated 18 July 2023.
- (d) That it be noted that the lease area approved by Council on 31 August 2022 under item 11.1.6 was incorrectly indicated as 26.29m² and actually measures 40m² in size.
- (e) That the lessee be levied for the shortfall of 14m² in the rental calculations since 1 March 2022.
- (f) That the lease tariff of N\$42.70/m² applicable from 1 July 2023 be levied from date of approval by the Minister of Urban and Rural Development for the combined area measuring approximately 88m².
- (g) That the lease be advertised in terms of Section 63 (2) of the Local Authorities Act 23 of 1992, whereafter an application be submitted to the Minister of Urban and Rural Development for approval of the additional lease area.
- (h) That an addendum to the lease agreement reflecting the amended and increased lease area be concluded upon approval being granted by the Minister of Urban and Rural Development for the expansion of the lease area.
- (i) That all costs involved be for the applicant's account.

168 / 2023

11.1.21 **FUTURE SALE OF ERF 8929, EXTENSION 35, SWAKOPMUND**
(C/M 2023/10/26 - E 8929)

CO: P
GM: CS&HC

RESOLVED:

- (a) That Council takes note of the availability of Erf 8929, Extension 35, Swakopmund (4 261m²) which is zoned "General Business" after the list of qualifying bidders for the sale of 16 December 2016 was exhausted on 07 September 2023.
- (b) That Council approves the sale of Erf 8929, Swakopmund at an upset price of N\$1 886 318.00 and payment of a registration fee in the amount of N\$14 000.00, subject to Council's standard conditions applicable to the sale of 16 December 2016, i.e. payment of the full purchase price within 120 days from date of sale.
- (c) That point (f) of Council's resolution passed on 27 October 2016 under item 11.1.25 approving the upset price, be repealed.
- (d) That Erf 8929, Swakopmund be offered for sale at a closed bid sale together with the 9 erven zoned "Business" located in Extension 6, Matutura as approved by Council on 29 September 2022 under item 11.1.13.

11.1.22 **REZONING OF ERF 947, MONDESA, EXTENSION 3 FROM "GENERAL RESIDENTIAL 2" WITH A DENSITY OF 1:250M² TO "INSTITUTIONAL"**
(C/M 2023/10/26 - M 947)

GM: EPS

RESOLVED:

- (a) That rezoning of Erf 947, Mondesa from "General Residential 2" with a density of 1:250m² to "Institutional" be approved.
- (b) That all the parking provided on-site be in line with the Swakopmund Zoning Scheme.
- (c) That the following conditions be imposed for the operation of the church:
 - (i) Operating hours during weekdays should not exceed 20h00.
 - (ii) The volume should always be kept at an allowable decibel.
 - (iii) Sunday's services from 09h00 to 13h00.
 - (iv) Whenever there are crusades and concerts, consent must be obtained from the surrounding neighbours and the Municipality of Swakopmund must be informed of same.
 - (v) When the church could not finish the service on time, there should be no use of music instruments and they must close the church to avoid noise, and
 - (vi) Should the church fail to adhere to the above conditions, drastic measures will be taken against the church.
- (d) That no compensation (betterment) fee is applicable,

169 / 2023

- (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 5 of 2018) within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

11.1.23

REZONING OF ERF 1266 MATUTURA EXTENSION 7 FROM GENERAL RESIDENTIAL 2 WITH A DENSITY OF 1:250M² TO SINGLE RESIDENTIAL WITH A DENSITY OF 1:300M² AND SUBSEQUENT SUBDIVISION INTO ELEVEN (11) PORTIONS AND REMAINDER

(C/M 2023/10/26 - E 1266 M)

GM: EPS

RESOLVED:

- (a) That the rezoning of Erf 1266, Matutura, Extension 7 from "General residential 2" with a density of 1:250m² to "Single residential" with a density of 1:300m² be approved.
- (b) That the rezoning of Erf 1266, Matutura, Extension 7 from "General Residential 2" with a density of 1:250m² to "Single Residential" with a density of 1:300 is not subject to a compensation fee with respect to betterment.
- (c) That the subdivision of Erf 1266, Matutura, Extension 7 into 11 Portions and Remainder be approved as per the table below on:

PTN NUMBERS	PROPOSED SIZES (M ²)	ZONING
Portion 1	301m ²	Single Residential
Portion 2	305m ²	Single Residential
Portion 3	301m ²	Single Residential
Portion 4	304m ²	Single Residential
Portion 5	301m ²	Single Residential
Portion 6	301m ²	Single Residential
Portion 7	318m ²	Single Residential
Portion 8	307m ²	Single Residential
Portion 9	300m ²	Single Residential
Portion 10	311m ²	Single Residential
Portion 11	440m ²	Single Residential
Rem 1266	436m ²	Single Residential
Total	3 925m ²	

- (d) That the provision of municipal services to the newly created erven be for the account of the applicant to the satisfaction of the General Manager: Engineering and Planning Services.
- (e) That the subdivision of Erf 1266, Matutura, Extension 7 be subject to a 7.5% compensation fee with respect to Endowment calculated according to Section 9 (b) of Regulations relating to the Urban and Regional Planning

170 / 2023

Act, 2018 (Act No. 5 of 2018) in conjunction with the Swakopmund Municipality Property Policy.

- (f) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve; shall be tolerated.
- (g) That the conditions registered against Erf 1266, Matutura, Extension 7 be cancelled and that the following conditions be registered against Portions 1 to 11 (portions of Erf 1266 Matutura, Extension 7) and the Remainder of Erf 1266 Matutura, Extension 7 as follows:
 - (i) *The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018);*
 - (ii) *The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least two times the municipal valuation of the erf.*

11.1.24 **REZONING OF PORTION 42 OF FARM 163 FROM AGRICULTURE TO SPECIAL AND CONSENT TO CONSTRUCT ADDITIONAL UNITS AND A RESTAURANT FOR A TOURIST ESTABLISHMENT WHILE THE REZONING IS IN PROCESS**
(C/M 2023/10/26 - PTN 42)

GM: EPS

RESOLVED:

- (a) That the rezoning of Portion 42 Smallholdings from "Agriculture" to "Special" for: Agriculture and Tourism be approved.
- (b) That consent to construct additional dwelling units and a public restaurant while the rezoning is in progress be turned down taking into consideration the possibility of appeals.
- (c) That the rezoning of Portion 42 Smallholdings is subject to a compensation fee of 30% calculated according to Section 9 (b) of Regulations relating to the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018), in conjunction with the Betterment Fee Policy of 2009 and be paid by the applicant before any approval of building plans or any renewal of the fitness certificate by the Engineering and Planning Department can be considered.
- (d) That the applicant provides proof that the rezoning has been approved by the Minister and promulgated before any business registration and/or submission of building plans to the Engineering and Planning Services Department for approval.

171 / 2023

- (e) That an Environmental Clearance Certificate be obtained before submission of building plans to construct any recreational, camping, leisure, or tourism facilities.
- (f) That no Fitness Certificate be issued for river-hiking and / or river self-drive tours without approval by the Ministry of Environmental Forestry and Tourism.
- (g) That the tourism activities be limited to 10% coverage of the size of the portion.
- (h) That the applicant registers with the Health Services Department and that the standard Health Regulations will apply.
- (i) That Council reserves the right to withdraw the Fitness Certificate should there be valid complaints.
- (j) That the applicant must operate within the Swakopmund Zoning Scheme provisions.
- (k) That the approval of the rezoning of Portion 42 is subject to the submission of a report that is to the satisfaction of the General Manager: Engineering and Planning Services Department as well as General Manager: Health Services and Solid Waste Management certifying that the area from which the proposed place of amusement will be conducted from is soundproof.
- (l) That the objectors be informed of Council's decision and their right to appeal to the Minister against Council's Resolution in respect of resolution (a) above in terms of Clause 8 of the Swakopmund Zoning Scheme within 28 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

11.1.25 **SUBDIVISION OF ERF 4374 MONDESA PROPER INTO PORTION A AND REMAINDER AND SUBSEQUENT REZONING OF PORTION A FROM LOCAL AUTHORITY TO PARASTATAL**
(C/M 2023/10/26 - M 4374)

GM: EPS

RESOLVED:

- (a) That the subdivision of Erf 4374, Mondesa Proper into Portion A and Remainder be approved as follow:

Erf numbers	Proposed Sizes in m²	Zoning
Portion A	202	Parastatal
Remainder Erf 4374	131	Local Authority
Total for Erf 4374	333	Local Authority

- (b) That the rezoning of Portion A from local authority to parastatal be approved.

172 / 2023

- (c) That the applicant provides proof that the rezoning has been approved by the Minister and promulgated before any business registration and / or submission of building plans to the Engineering and Planning Services Department for approval.
- (d) That the proposed Portion A be registered to Erongo Regional Electricity Distributors (Pty) Ltd's once statutory procedures are finalized.
- (e) That the Remainder of Erf 4374, Mondesa Proper be registered into the Municipal Council of Swakopmund's name once statutory procedures are finalized.
- (f) That the title deed conditions registered against Erf 4374, Mondesa Proper be retained and be registered on both title deeds of Portion A of Erf 4374, Mondesa and the Remainder Erf 4374, Mondesa Proper, as follows:
- (i) *The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018);*

11.1.26

SUBDIVISION OF ERF 1910, SWAKOPMUND, EXTENSION 1 INTO PORTION A AND REMAINDER AND SUBSEQUENT REZONING OF PORTION A FROM LOCAL AUTHORITY TO PARASTATAL

(C/M 2023/10/26

E 1910)

GM: EPS

RESOLVED:

- (a) That the subdivision of Erf 1910, Swakopmund Extension 1 into Portion A and Remainder be approved as follow:

Erf numbers	Proposed Sizes in m²	Zoning
Portion A	297.4	Parastatal
Remainder Erf 1910	432.6	Local Authority
Total for Erf 1910	730	Local Authority

- (b) That the rezoning of Portion A from local authority to parastatal be approved.
- (c) That the applicant provides proof that the rezoning has been approved by the Minister and promulgated before any business registration and/or submission of building plans to the Engineering and Planning Services Department for approval.
- (d) That the proposed Portion A be registered into Erongo Regional Distributors (Pty) Ltd's name once statutory procedures are finalized.
- (e) That the Remainder of Erf 1910, Swakopmund Extension 1 be registered into the Municipal Council of Swakopmund's name once statutory procedures are finalized.

Ordinary Council Meeting - 26 October 2023

173 / 2023

- (f) That the title deed conditions registered against Erf 1910, Swakopmund Extension 1 be retained for the Remainder Erf 1910, Swakopmund Extension 1, as follows:

- (ii) *The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018);*

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

(C/M 2023/10/26 - M 373)

GM: EPS

RESOLVED:

That this it be noted that this item was submitted already in September and that this be ignored

11.1.28 **APPLICATION FOR THE SUBDIVISION OF ERF 3654, SWAKOPMUND PROPER INTO PORTION A AND REMAINDER**

(C/M 2023/10/26 - E 3654)

GM: EPS

RESOLVED:

- (a) That Erf 3654 not be subdivided but rezoned as a street.
- (b) The costs involved be defrayed from Vote: 500031014300 where an amount of N\$1 400 000. 00, is available.

11.1.29 **OLD AND REDUNDANT ITEMS/EQUIPMENT: ENGINEERING SERVICES DEPARTMENT – OFFICE**

(C/M 2023/10/26 - 16/2/6/1)

CO: A
GM: EPS
GM: CS&HC

RESOLVED:

- (a) That the following old and redundant equipment be written off and sold at the next public auction:

TOTAL	DESCRIPTION	SECTION
1	HP Officejet 7612 - CN85J4R03R - Manager: TP	Town Planning
1	HP CN7166R02K - Administrative Officer	Town Planning
1	1 x chair	Building
1	Microwave	Office
1	HP 1280 Printer -CN73AJZ0D3 - Technician: Roads & Special Projects	Project

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

174 / 2023

11.1.30 **REQUEST FOR SPONSORSHIP OF HYGIENIC PACKS TO THE SWAKOPMUND CORRECTIONAL FACILITY**

(C/M 2023/10/26 - 3/15/1/6/1)

CO: M&C
GM: CS&HC**RESOLVED:**

- (a) That Council approves the sponsorship of 102 hygienic packs to the Swakopmund Correctional Facility for the offenders.
- (b) That it be noted that the Sponsorship Committee approved the sponsorship to the value of N\$10 000.00. However, Council may give a special exemption and approve the excess amount of N\$704.90, bringing the total amount to N\$10 704.90, as per quotation from Model Pick & Pay.
- (c) That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$141 191.30, is available.
- (d) That Council approves the excess amount of N\$704.90 as per point (b) above.

11.1.31 **APPROVAL OF THE BUDGET FOR THE FISCAL YEAR 1 JULY 2023 TO 30 JUNE 2024**

(C/M 2023/10/26 - 3/1/1/1/1; 3/1/1/2/1)

GM: F

RESOLVED:

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

11.1.32 **INVITATION FOR THE ERONGO BUSINESS AND TOURISM EXPO**

(C/M 2023/10/26 - 9/4/5)

CEO
CO: M&C
GM: EDS
GM: CS&HC**RESOLVED:** (For Dondonation by Council)

- (a) That Council participates in the 15th Erongo Business and Tourism Expo scheduled to take place from 25 -28 October 2023 in Walvis Bay.
- (b) That Council purchases a 3x3 exhibition stand at the cost of N\$6 000.00, for exhibition.
- (c) That permission be granted to the following Municipal Officials to represent Council: at the Opening Ceremony and duration of the Expo:
 - Public Relations Officer, Ms Linda Mupupa
 - Marketing & Communications Officer, Ms Aili Gebhardt
 - Local Economic Development Officer, Ms Rauna Shipunda
- (d) That daily lunch tariffs for the officials be defrayed from the Conference and Expenses votes of the relevant departments and that special leave be granted during this period.

175 / 2023

- (e) That it be noted that no overtime can be claimed while employees are on special leave.
- (f) That the minibus be availed to travel to and from Walvis Bay for the duration of the Expo.
- (g) That the funds for the refreshment expenses be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$141 191.30 is available.

11.1.33 **INVITATION TO NAMIBIA NATIONAL WORKSHOP - WATER SECURITY AND CLIMATE CHANGE, NAMIBIA**

(C/M 2023/10/26 - 11/2/5/3)

CEO
GM: EPS

RESOLVED: (For Dondonation by Council)

- (a) That permission be granted for the Chief Executive Officer and General Manager: Engineering and Planning Services to participate in the Water Security and Climate Change Workshop, arranged by Messrs Namwater and to take place from 09-10 October 2023 in Windhoek.
- (b) 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 municipal officials during this period.

11.1.34 **MURD NATIONAL STAKEHOLDERS' VALIDATION OF THE PROPOSED AMENDMENTS TO THE LOCAL AUTHORITIES ACT 1992**

(C/M 2023/10/26 - 11/2/5/3)

CEO
GM: F

RESOLVED: (For Dondonation by Council)

- (a) That Council condones the approval for the Alternate Chairperson of the Management Committee and the Chief Executive Officer attend the MURD National Stakeholders Validation Workshop.
- (b) That subsistence and traveling allowance at a total of N\$19 800.00 be defrayed from the Council's Conference Vote: 101015505500 where N\$186 600.00 is available.

11.1.35 **NAMIBIA NATIONAL MAYORS' FORUM: HANDOVER OF DONATIONS**

(C/M 2023/10/26 - 5/5/1)

CEO
GM: F

RESOLVED: (For Dondonation by Council)

- (a) That Council condones the approval for the Mayor and the Traffic Officer / Driver to the Mayor to attend the Handover ceremony on 17 October 2023.

176 / 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.

11.1.36 **ARAF OFFICIAL OPENING AND INVESTMENT SEMINAR 2023**

(C/M 2023/10/26 - 5/5/1)

CEO
GM: F

RESOLVED:

- (a) That Council condones the travelling and expenditure for the Deputy Mayor who attended the ARAF 2023.
- (b) That subsistence and traveling allowance at a total of N\$10 400.00 be defrayed from the Council's Conference Vote: 101015505500 where N\$60766.49 is available.

11.1.37 **SALE OF ERF 1338 (A PORTION OF ERF 503), TAMARISKIA TO ERONGO DEVELOPMENT FOUNDATION**

(C/M 2023/10/26 - T 610, T 503)

CO: P
GM: CS&HC

RESOLVED:

- (a) That Council takes note of the pending sale of Erf 1338 (a portion of Erf 503, Tamariskia) to Erongo Development Foundation for the development of a house of safety.
- (b) That Council allows Erongo Development Foundation time to finalize the appointment and registration of the trustees that will represent the Erongo Development Foundation Trust to purchase of Erf 1338, Tamariskia.

11.1.38 **OBJECTION RECEIVED FROM MINISTRY OF WORKS AND TRANSPORT AGAINST THE SALE OF WOERMANN HAUS**

(C/M 2023/10/26 - E 1308, E 1023)

CO: A
GM: CS&HC

RESOLVED:

That Council resubmit another request to the Ministry of Works and transport to waive the restriction with a strong motivation.

11.1.39 **REQUEST FOR SPONSORSHIP OF A VENUE TO HOST THE SWAKOPMUND FASHION WEEK 2023**

(C/M 2023/10/26 - 14/2/3/3/1)

GM: EDS

RESOLVED:

- (a) That the request to host a Swakopmund Fashion Week from 1-2 December 2023 at the at the Multipurpose Centre free of charge not be approved.
- (b) That the applicant be advised to contact the Sport and Recreation Office to make necessary bookings and payment arrangements for Germina Shitaleni Hall.

177 / 2023

- (c) That the General Manager: Economic and Development Services liaise with the organisers of the event to assist or collaborate with them to ensure a successful event.

11.1.40 **WARD CLEANING SERVICES**
(C/M 2023/10/26 - 17/6/2)

GM: HSSWM

RESOLVED:

- (a) That Council takes note of the concerns raised by Affirmative Repositioning Movement, Erongo Region.
- (b) That the Ward Cleaning Project contract period of 12 months be maintained to give the opportunity to upcoming small business in Swakopmund.

11.1.41 **SUBDIVISION OF THE REMAINDER OF ERF 2747 SWAKOPMUND PROPER INTO PORTION A AND REMAINDER SUBSEQUENT REZONING OF PORTION A FROM SPECIAL TO PARASTATAL AND REGISTRATION OF A 15M WIDE RIGHT OF WAY SERVITUDE OVER THE ERF REMAINDER 2747**
(C/M 2023/10/26 - E 2747)

CO: P
GM: CS&HC**RESOLVED:**

That this item be referred back and be submitted to the next Management Committee meeting for consideration.

11.1.42 **INVITATION TO THE 13TH TRANS KALAHARI CORRIDOR MANAGEMENT COMMITTEE (TKCMC) JOINT LAW ENFORCEMENT OPERATION (JLEO) FROM 20-26 NOVEMBER 2023 SWAKOPMUND NAMIBIA**
(C/M 2023/10/26 - 11/1/4/35)

GM: ED5

RESOLVED:

- (a) That Council grants permission to the Manager: Emergency Law Enforcement, Mr M Cloete to form part of the Namibian Delegation in the 13th TKCMC Joint Law Enforcement Operation from 20-27 November 2023 in Swakopmund.
- (b) That the Traffic Officers join the TKCMC Joint Law Enforcement Operation from 21-26 November 2023 in Swakopmund at the roadblock site randomly.

178 / 2023

11.1.43

RESUBMISSION: SUBDIVISION OF PORTION 167 (A PORTION OF PORTION 26) OF FARM 163 SMALLHOLDINGS INTO PORTION A AND REMAINDER

(C/M 2023/10/26 - PTN 167)

GM: EPS

RESOLVED:

- (a) That application to subdivide Portion 167 (a portion of Portion 26) of Farm 163 Smallholdings into Portions A and Remainder be approved.
- (b) That the subdivision of Portion 167 (a portion of Portion 26) 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.
- (c) 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.
- (d) 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.*
- (e) 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.
- (f) That the Corporate Services and Human Capital Department embark upon the review of the Council's Property Policy.

11.1.44

OUTCOME OF SALE OF 29 SEPTEMBER 2023

(C/M 2023/10/26 - E 297 M, E 517 M, E 518 M, E 595 M, E 596 M, E 9117, E 8939, E 8940)

RESOLVED:

CO: P

GM: CS&HC

- (a) That Council takes note of the outcome of the sale of 8 erven zoned "General Residential" located in Extension 1 and 2, Matutura and Extensions 34 and 35, Swakopmund.
- (b) That Council takes note that the due date to secure the purchase prices is Monday, 29 January 2024, after which date the success rates can be determined and the future sale of the remaining erven zoned "General Residential 1 And 2" reported on above.

179 / 2023

11.1.45 **APPLICATION BY SWAKOPMUND CONSTITUENCY TO PURCHASE 5 RESIDENTIAL ERVEN FOR PHYSICALLY CHALLENGED PEOPLE**

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

CO: H
GM: CS&HC

RESOLVED:

That the item be referred back and Honourable Councillor Louisa Kativa be invited to make a presentation to Council to explain how the fund operates and the criteria for assistance.

11.1.46 **SWAKOPMUND JETTY - LEASE AGREEMENT AND CONDITION ASSESSMENT**

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

GM: EPS

RESOLVED:

- (a) That Council takes note of the visual assessment on the condition of the Jetty that has been reported.
- (b) That the Lessee be notified of the breach of contract and be requested to submit a remedial action plan within 21 days.
- (c) That Failure by the lessee to comply with point (b) above , the lessor or Council is obliged to activate the breach of contract clause.
- (d) That Council through its legal firm institute legal action should point (b) above not be complied with

11.1.47 **SWAKOPMUND AGAINST ALCOHOL AND SUBSTANCE MISUSE**

(C/M 2023/10/26 - 17/3/7)

CO: HC
GM: CS&HC

RESOLVED:

- (a) That Council approves the stakeholder engagement initiative.
- (b) That a suitable vote be identified for subsistence and travelling.
- (c) That transport be provided to the team during the period of 13-15 November 2023.

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

None.

The meeting adjourned: 20:18

Minutes to be confirmed on: 30 November 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 NOVEMBER 2023**

10. (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 09 NOVEMBER 2023**

2. **CONFIRMATION OF MINUTES**

(M/C 2023/11/09 - 5/2/1/1/2)

2.1 **MINUTES OF THE ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 19 OCTOBER 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 19 October 2023, be confirmed as correct.

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

7.2 **RESUBMITTED: MINISTRY OF HEALTH & SOCIAL SERVICES: DONATION OF A PORTION OF LAND FOR THE CONSTRUCTION OF A REGIONAL REFERRAL HOSPITAL**

(M/C 2023/11/09 - 16/1/4/2/1/14)

RESOLVED:

CO: P
GM: CS&HC

That the request be referred back to the Management Committee pending the invitation for the Ministry of Health & Social Services for a presentation before consideration.

8. **POLICY MATTERS**

8.1 **PRESENTATION: MESSRS HULINA OFFSHORE ENERGY (PTY) LIMITED: APPLICATION FOR LAND ACQUISITION FOR A WASTE-TO-ENERGY PLANT IN ERONGO REGION**

(M/C 2023/11/09 - 17/6/1)

RESOLVED:

CO: P
GM: CS&HC

- (a) That the Management Committee takes note of the presentation by Messrs Hulina Offshore Energy (Pty) Limited.
- (b) That Messrs Hulina Offshore Energy (Pty) Limited submits an operational plan indicating service requirements and project development plans, whereafter the exact location be demarcated, and the lease price be submitted to the Management Committee for approval.

8.2 TAMARISKIA SEWAGE TREATMENT PLANT DECOMMISSIONING PLAN AND SCRAP METAL REMOVAL

(M/C 2023/11/09 - 16/2/4/1, 16/2/1/14/1)

GM: EPS

RESOLVED:

- (a) That Council approves the decommissioning plan for the Tamariskia Sewage Treatment Plant, which includes the following phases:

Phase 1:

- Scrap Metal Removal and Sale
- Hazardous Waste Removal
- Biological Filter Media

Phase 2: PVC Plastic Removal and Reuse

Phase 3: Determine which structures/dams should be demolished and Filling Reservoirs / tanks with Sand.

Phase 4: Reed Removal from the Sewage Treatment Plant.

Phase 5: Final Assessment and Site Restoration.

- (b) The General Manager: Engineering and Planning Services set up the decommissioning plan for the Tamariskia Sewage Treatment Plant with a tentative timeline.
- (c) That Council approves the initiation of Phase 1 of the decommissioning plan, specifically the removal of scrap metal from the Tamariskia Treatment Plant, with the following quantities:

Description	Quantity
Clarifiers: Removal of (10) pipes, (12) elbow bends, (4) Outlet Knife Foot valves and (8) Distant peace	6
Filter Dams: Removal of (16) 6M stainless steel 160mm Pipe, (12) Gear boxes, (8) Beams and (4) Base plates	4
Screw Fit: (2) Screw fit blades, (15) Steel pipe, (8) gulde plates, (6) Distant piece, (4) Bends and (4) Valves	1
Chanel: Removing of all pipe work & plate valves	1

- (d) That the items be auctioned through Council's standard procedures whereby the upset price will be determined by the Management Committee Chairperson and the Chief Executive Officer.

8.5 APPLICATION TO REDUCE FINE ISSUED TO OWNER OF ERF E 4895 FOR UNAPPROVED CONSTRUCTION OF INDUSTRIAL COMPLEX

(M/C 2023/11/09 - E 4895)

RESOLVED:

That the recommendation from (a) to (g) be kept in abeyance pending the invitation of the owner of Erf 4895 for a presentation.

8.12 **INCREASED OF SECURITY GUARDS - TOURISM PROTECTION (TPU) UNIT**

(M/C 2023/11/09 - 13/3/2/1)

CO: A
GM: CS&HC

RESOLVED:

That Council increase the security guards for Tourism Protection Unit from five(5) to fourteen(14) and operate in two shifts form 08H00-22H30 daily for a period of two months being December 2023 and January 2024.

8.13 **SWAKOPMUND MUNICIPAL NURSERY - STATUS REPORT**

(M/C 2023/11/09 - 16/2/5/3)

GM: EDS

RESOLVED:

That the report regarding the status of the Swakopmund Municipal Nursery be noted.

8.14 **CONCEPT DESIGN FOR THE REVAMP THE BUSINESS TRADING FACILITY ON ERF 4354, MONDESA**

(M/C 2023/11/09 - M 4354)

GM: EDS

RESOLVED:

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

10.14 **PERMISSION TO INSTALL A CCTV CAMERA AT THE ENTRANCE CIRCLE ON THE B2 MAIN ROAD BY SWAKOPMUND NEIGHBORHOOD WATCH**

(M/C 2023/11/09 - 13/3/1/2, 11/1/5/5)

RESOLVED: (For Condonation by Council)

- (a) That Council grants permission for Swakopmund Neighborhood Watch to install a CCTV camera which includes Number Plate Recognition (NPR) at the Traffic Circle on the B2 Main Road at the entrance of Swakopmund for a period of 4 months as a pilot project on their own cost.
- (b) That the Swakopmund Neighborhood Watch avail any footage required by the Namibian Police and the Municipality of Swakopmund's Emergency Law Enforcement Division.
- (c) That the creation and installment of CCTV cameras in Swakopmund be subject to regulations to be drafted for approval by Council.

10.15 **PURCHASING OF HANDHELD RADIOS FOR CRIME PREVENTION
(ECONOMIC DEVELOPMENT SERVICE DEPARTMENT)**

(M/C 2023/11/09 - 3/1/1/1/1)

RESOLVED: (For Condonation by Council)

- (a) That Council approves additional funds to procure 6 x handheld radios for an amount of N\$116 520.00 to be able to prevent crime in town.
 - (b) That permission be granted to the General Manager: Finance to source for the required fund and create a vote to enable the Economic Development Services Department to procure the radios.
-

10. (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD
ON 21 NOVEMBER 2023**

5.5 **VENUE REQUEST FOR HOROKHOES AWARENESS AND OUTREACH
PROJECT**

(S/M/C 2023/11/21 - 5/5/1)

RESOLVED: (For Condonation by Council)

- (a) That the Council approves the donation of a venue for the Horokhoes Awareness and Outreach Project scheduled to take place on 25 November 2023.
 - (b) That Council approves the request for the venue at no cost and that the General Manager: Economic Development Services confirms availability of the venue the applicant.
-

6.3 **OFFER TO PURCHASE REDUNDANT VEHICLE N4297S**

(S/M/C 2023/11/21 - 16/2/6/1)

RESOLVED: (For Condonation by Council)

That Council accepts the offer from Mr B Khaibeb to purchase redundant vehicle N4297S at the price of N\$15 000.00.

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

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 09 NOVEMBER 2023 AND 21 NOVEMBER 2023**

11.1.1 **SEWERUS HARAMBEE INVESTMENT CC**
(C/M 2023/11/30 - 16/1/4/2/1/14)

Ordinary Management Committee Meeting of 09 November 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 take note of the letter received from Sewerus Harambee Investment CC (hereinafter "Sewerus") dated **11 July 2023** wrote in reply to Council's decision passed on **29 June 2023** under item 11.1.20.

Sewerus claims that expectations were created when they presented their proposal on **11 May 2023**.

Attachments:

Annexure "A"	:	A letter dated 11 July 2023 received from Sewerus in reply to Council's letter dated 05 July 2023 informing them of Council's decision passed on 29 June 2023 under item 11.1.20.
Annexure "B"	:	Council's resolution passed on 30 August 2021 under item 11.1.15 regarding unsolicited applications for land, which was again confirmed by Council on 27 April 2023 under item 11.1.9 and on 14 September 2023 under item 10.1.
Annexure "C"	:	Management Committee's decision passed on 14 September 2023 under item 10.1.
Annexure "D"	:	Letter dated 07 June 2023 addressed to Sewerus following the audience at the Management Committee of May 2023. Sewerus claims they did not receive this letter at the time, but only on 23 October 2023 in the post.
Annexure "E"	:	Post Register listing that the letter dated 07 June 2023 was posted on 12 June 2023 .

2. **Sewerus Harambee Investment CC - Letter dated 11 July 2023**

- 2.1 In reply to Council's letter dated **05 July 2023** (posted on 06 July 2023) informing Sewerus of Council's decision passed on **29 June 2023**; a letter dated **11 July 2023** was received from Sewerus.

Sewerus applied for Portions 167, 168 and 174 located in the northern wedge. Council passed a decision on **27 January 2022** under item 11.1.2 that development proposals be called for the allocation once these blocks become available. As stated in the submission tabled to Council on **29 June 2023** it might take years for the installation of services to connect to the

southern boundary of the northern wedge. In the meantime the planning for the northern wedge is also progressing very slowly.

- 2.2 From the content of their letter, it seems that Sewerus had an expectation of being allocated land for development. The decision passed on **29 June 2023** was made following the audience by Sewerus to the Management Committee of **11 May 2023** under item 7.1, in general and not for specific allocation:

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

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

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

Sewerus was informed of the above Council decision per letter dated **07 June 2023 (Annexure "D")** (the letter was posted on **12 June 2023** as per attached **Annexure "D"**). They claim the only received the letter on 23 October 2023 in the post (a copy of this letter was also attached to Council's letter dated 05 July 2023).

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

- 2.3 With regard to the private development of large portions of land, Council restated its stance on **27 April 2023** under item 11.1.9 as follows:

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

- 2.4 In addition to the above, subsequent to audiences with two developers applying similarly for the development of large portions of land, on **14 September 2023** under item 10.1 the Management Committee once again confirmed that Council will invite proposals if assistance is required for the installation of services to large portions of land.

3. **PROPOSAL**

That Sewerus Harambee Investment CC be informed that Council takes note of their letter dated **11 July 2023** and that Council duly considered their various applications on **11** and **29 May 2023**, but remains with its decisions passed on **30 August 2021** under item 11.1.15 (**Annexure "B"**) and on **27 April 2023** under item 11.1.9 that development proposals will be invited should Council have land available for development.

The Management Committee confirmed the above stance on **14 September 2023** under item 10.1 after considering two similar applications as received from Sewerus.

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

RECOMMENDED:

That Sewerus Harambee Investment CC be informed that Council takes note of their letter dated 11 July 2023 and that Council duly considered their various applications on 11 and 29 May 2023, but remains with its decisions passed on 30 August 2021 under item 11.1.15, on 27 April 2023 under item 11.1.9 and on 14 September 2023 under item 10.1 that development proposals will be invited should Council have land available for development.

ANNEXURE "A"

16/1/4/2/1/14
16/1/4/2/1/5

11/07/2023

Sewerus Harambee Investment Cc

P.O Box 5002

Swakopmund

Swakopmund Town Council

P.O Box 53

The Chief Officer



Dear Mr. Benjamin

RE: Sectional Title Development on Portion, 167,168 and 174 (A Portion B) of the term Swakopmund Town, Townlands

It is with great pleasure to write to your office, this letter pertaining the subject matter. Our technical team has taken cognizance on the erroneous information provided to the sitting council by your offices pertaining the subject matter and would like to raise our concerns on that as it can paint irreversible reputational damages to Sewerus Harambee Investment Cc 2018/00921.

We have submitted an application for the abovementioned plots that were tabled by the 09/09/2020 by the council to be auctioned. And as reference we have submitted our open application to your esteemed offices in 2022 which was under review till date.

However, when our admin department inquired about the progress on our application on the 05 April 2023, we were subsequently invited for audience to present our business case to the Management Committee that it was Sewerus Harambee Investment Cc that requested for the audience to be housed by the Management Committee for a presentation.

The extent of the matter is after the presentation the council has requested our offices to provide them with the below within 14 working days for approval on the land acquisition;

- 1) Proof of Funds
- 2) Plan Layouts
- 3) Costing on the Units
- 4) Project Overview and Business case

K.L.

Upon the submission of the above document within 6 working days, it became apparent to our offices that the flow and implementation was only a mirror utilized by the Swakopmund Municipal Management team.

Henceforth we urge and submit this letter to the various departments to rectify their stance with regards to our application.

Availability of extension 4, Matutura ref no:16/14/2/1/5 & 16/1/4/2/1/14 is noted as indicated by the Council, unfortunately for Sewerus Harambee Investment Cc it is a no go area as we are aware that these matter according to the minutes on the Council Agenda has not been resolved with the Minister of Urban and Rural Development and Sewerus would not want to be involved in any pending unresolved matters and thus are concentrating only on the portions we have applied for which we have done the presentation for, which are Block portion no.167,168 and 174 near Matutura.

Conclusion

- 1). We expect a formal apology from CEO office for the incorrect information that they have provided to the Management Committee of the Council.
- 2) We request to be informed on the stance of our application within 7 working days as the information requested by the Swakopmund Municipality was provided promptly.
- 3) If there is further needed information from your offices, we expect to be received communication on that matter within 24 Hours.
- 4) Our Financiers, Technical Team, Attorneys and Asset Managers robed in on this development also seek clarity with this regard.

We trust that the above is in order. Should there be anything, please do not hesitate to contact our offices.

Regards



Mr. //Khoaseb

Executive Managing Director

Ekhoaseb67@gmail.com

Contact: +264 81876 1440

CC: Cllr D.Namubes- Her Worship the Mayor

Cllr: W.O.Groenewaldt-Chairman MC

Mr. Haingura GM: Corporate Services

Mr.C McLune-GM: Engineering Services

ANNEXURE "B"

Council's decision passed on **30 August 2021** under item 11.1.15:

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

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

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

With regard to the private development of large portions of land, Council restated its stance on **27 April 2023** under item 11.1.9 as follows:

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

ANNEXURE "C"

Following a presentation by two developers, the Management Committee on **14 September** 2023 made the following decision under item 10.1:

"(a) That Council takes note of the presentations by:

- 1. *Cairo-Athens Development***
- 2. *Manic Capital Management***

(b) That in order to ensure fair and equal treatment of all applicants for large portions of land for housing development, the two presenters be informed that Council remains with its decisions passed on 27 April 2023 under item 11.1.9 and 29 June 2023 under item 11.1.20 as conveyed to them under cover of a letter dated 08 September 2023.

(c) That in order to address the housing backlog, Council should develop a policy framework for land management and land delivery that accommodates both SME's and established developers."

ANNEXURE "D"

A copy of this letter was attached to the letter dated **05 July 2023**, to which Sewerus replied in writing dated **11 July 2023**.



MUNICIPALITY OF SWAKOPMUND

☎ (064) 4104212
 📠 088 614 514
 📍 53 Swakopmund
 🇳🇦 NAMIBIA

🌐 www.swakopmund.com.na
 ✉ sbruwer@swakopmund.com.na

Enquiries: **Ms S Bruwer**

07 June 2023

The Managing Director
 Sewerus Harambee Investment CC
 Private Bag 5002
 SWAKOPMUND
 13001

✉ ekhoaseb67@gmail.com
 📞 081 876 1440

Dear Mr E //Khoaseb

AUDIENCE AT MANAGEMENT COMMITTEE OF 11 MAY 2023

Your letter dated **05 April 2023** and your subsequent audience at the Management Committee meeting of **11 May 2023** refer.

Following your presentation to the Management Committee regarding your concerns, your above letter was submitted to Council for consideration on **29 May 2023**. The following decision was made under item 11.1.5:

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

Please take note of the above decision made by Council.

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

Yours faithfully


Mpasi Hairigura
 General Manager: Corporate Services & HC

/sb

All correspondence must be addressed to the **Chief Executive Officer**

ANNEXURE "E"

DATE	NO	POSTED TO	AMOUNT	REGARDS
02/06/2023	1	Erongo Red	5.30	
	2	Magdalena J Steenkamp	15.70	
	3	Social Security Walvis Bay	15.70	
	4	EH Molongela	5.30	
	5	Swakop Karters	5.30	
	6	Chrismann Bakery and Bistro	5.30	
	7	Swakop Uranium	5.30	
07/06/2023	8	DDP Agencies	5.30	
	9	Auas Motors	5.30	
	10	Auas Motors	5.30	
	11	Auas Motors	5.30	
	12	Index Engineering	5.30	
	13	AL Krenz / Lizhan Calibration Laboratory	5.30	
	14	Oshitenda Engineering Works	5.30	
	15	Yacaila Investments	5.30	
	16	Urban Dynamics Africa	5.30	
	17	Winplan	5.30	
	18	PowerCom	5.30	
	19	Swakopmund Ombundu Investments	5.30	
	20	Dumanis Consulting	5.30	
	21	Mario and Daniela Nel	15.70	
	22	MURD	5.30	
08/06/2023	23	TC Majiedt	5.30	
	24	Stewart Town and Regional Planners	5.30	
	25	Learning Right Elementary School	5.30	
	26	Namland Consultants	5.30	
12/06/2023	27	Sewerus Harambee Investment	5.30	
			5.30	
14/06/2023	28	Swakop Karters	5.30	
	29	J Gaseb	5.30	
	30	Rock Leigh Investments	5.30	
	31	MURD	5.30	
16/06/2023	32	Jezri Trading	5.30	
	33	Larlssa Investment	5.30	
	34	Kunene River Construction	5.30	
	35	Indongo Auto	5.30	
	36	Afrikem Investments	5.30	
	37	Pandros Trading	5.30	

11.1.2

EXTENSION 4, MATUTURA:**• FUTURE DEVELOPMENT****• REQUESTS BY GHETTO ASSISTANCE CENTRE (PTY) LTD**

(C/M 2023/11/30

-

16/1/4/2/1/14)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum **7.3** page **28** refers.

A.

This item was submitted to the Management Committee for consideration:

1. INTRODUCTION

The purpose of this submission is for Council to consider the following two issues with regard to the future development of Extension 4, Matutura (**Annexure "A"**):

1.1 Taking note of various applications by Ghetto Assistance Centre (Pty) Ltd (hereinafter "Ghetto") to revive / reinstate the development agreement for the development of Extension 4, Matutura.

1.2 Confirmation that Council remains with the latest decision passed on **29 June 2023** under item 11.1.20 for the future development of Extension 4, Matutura

Should Council decide to reinstate / revive the cancelled development agreement with Ghetto it will signal to the public that Council is uncertain or inconsistent in its decision making, since no new facts have been offered to change Council's previous decisions.

2. FROM THE OUTSET

From the outset it is required to take note of the following points:

2.1 Currently there is no agreement between Council and Ghetto. The agreement was cancelled on **30 August 2021** under item 11.1.17 due to failure by Ghetto to comply with Clause 3 on **21 June 2021** (the due date).

Clause 3 provides as follows:

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

- 2.2 As a summary of the transaction, attached **Annexure "B"** is a letter dated **21 December 2022** addressed to the Minister of Urban and Rural Development.

As stated in the above letter, subsequent to the cancellation of the transaction on **30 August 2021** under item 11.1.7 Council entertained various applications by Ghetto. Council considered their applications at two subsequent meetings held on **28 October 2021** under item 11.1.4 and on **27 January 2022** under item 11.1.43 and confirmed the initial decision to cancel. There is no contractual relationship between Council and Ghetto since the non-compliance with clause 3 on the initial due date of **21 June 2021**.

- 2.3 Attached as **Annexure "C"** is a letter dated **17 April 2023** received from Ghetto making numerous references to the Namibian Constitution.

✎ *There is a big difference in Public Law and Private Law and the further subdivision of these sphere of law into Administrative Law and Contract Law. So, although in the day-to-day interactions with the community a government authority stands in an unequal relationship with the community, that relationship is based on Administrative Law. However, the relationship which existed between Council and Ghetto was based on equal standing (footing) as it was concluded in terms of Contract Law whereby both parties agree to rights and obligations. As stated above, the relationship was terminated lawfully in terms of clause 3.3 of the agreement between the parties.*

All comparisons and references in the said letter are irrelevant as these did not form part of the agreement between Council and Ghetto.

- 2.4 This item is tabled as the honourable Governor of Erongo Region conducted a meeting between Council and Ghetto whereafter a letter dated **19 July 2023** was received from Ghetto (**Annexure "D"**).
- 2.5 On **29 June 2023** under item 11.1.20 Council passed a decision to call for development proposal for the future development of Extension 4, Matutura (complete decision is attached as **Annexure "E"**).

Attachments:

Annexure "A"	:	Zoning map of Extension 4, Matutura.
Annexure "B"	:	Letter dated 21 December 2022 addressed to the Minister of Urban and Rural Development regarding the complete background of the transaction with Ghetto.
Annexure "C"	:	A letter dated 17 April 2023 received from Ghetto regarding various Constitutional provisions.
Annexure "D"	:	A letter dated 19 July 2023 received from Ghetto after the meeting conducted by the honourable Governor.
Annexure "E"	:	Council's resolution passed on 29 June 2023 regarding the future development of Extension 4, Matutura by inviting development proposals.

3.

ALL DECISIONS PASSED WITH REGARD TO GHETTO

- 3.1 Council's decision made on **30 August 2021** under item 11.1.17:

- (a) That Council takes note of the report on the progress of the developers.
- (b) That the following two developers be granted an extension of time of another 180 days (18 December 2021) to comply with clause 3, based on the substantial progress and commitment evident from their progress reports:
- (i) Tapeya Investment Holding (Pty) Ltd
 - (ii) Quintessential Trading and Consultancy (Pty) Ltd
- (c) That the joint venture agreements of the following two developers be cancelled as no "best commercial endeavours" are evident from their progress reports:
- Ghetto Assistance Centre (Pty) Ltd (Annexure "B", on file) submitted a short progress report dated 18 May 2021, followed by an email dated 22 June 2021.
 - Gheron Building Construction (Pty) Ltd (Annexure "C", on file) requests an extension of time (not state for how long), per letter dated 29 June 2021.
- (d) That the re-allocation of the cancelled transactions for Extension 4 (Ghetto Assistance Centre (Pty) Ltd) and Extension 38 (Gheron Building Construction (Pty) Ltd) be submitted under cover of a separate submission." } See Council's decision made on 29 June 2023 under item 11.1.20 (Annexure "E").

3.2 Council's decision made on **28 October 2021** under item 11.1.4:

- (a) That Council takes note of the letter dated 13 September 2021 received from Ghetto Assistance Centre (Pty) Ltd requesting Council to:
- (i) Rescind its decision passed on 30 August 2021 under item 11.1.17 point (c) in terms whereof the joint venture agreement with Ghetto Assistance Centre (Pty) Ltd is cancelled; and
 - (ii) To grant them an extension of time of 40 days to comply with clause 3 of the joint venture agreement.
- (b) That Ghetto Assistance Centre (Pty) Ltd be informed that Council discussed their request, but decided to remain with its decision passed on 30 August 2021 under item 11.1.17."

Forming part of the above submission was a complaint by Mr F van Wyk regarding funds not being repaid by the entity. Council requested the entity by letter dated 16 April 2021 to indicate the relations between the following entities which have similar names and were implicated in the letter of Mr F A van Wyk:

- Ghetto Assistance Centre (Pty) Ltd
- Ghetto Assistance Centre CC
- Ghetto Assistance Centre Trust

No reply was received by **30 April 2021** and Mr F A van Wyk proceeded to lay a charge at the Namibian Police.

On **11 August 2021** an e-mail was received from the Anti-Corruption Commission posing various questions regarding the entity Ghetto Assistance Centre. A reply dated **17 August 2021** was written to the commission, to date being 08 October 2023 no further correspondence was received.

During 2022 Ghetto made presentations to the Management Committee and the allegations were dismissed as misunderstandings, without any further explanation. This should be a red flag for Council.

3.3 Relevant points of Council's decision made on **27 January 2022** under item 11.1.43 with regard to Extension 4, Matutura:

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

The above decision was replaced by Council's decision made on **29 June 2023** under item 11.1.20 (**Annexure "E"**).

3.4 Management Committee decision made on **19 April 2022** under item 7.9:

"That this item be referred back and that Messrs Ghetto Assistance Centre (Pty) Ltd be invited to make a presentation to the Management Committee on a date to be determined by the Chief Executive Officer."

3.5 Following a presentation by Ghetto the Management Committee made the following decision on **12 May 2022** under item 10.10:

- "(a) That the Management Committee takes note of the presentation by Ghetto Assistance Centre (Pty) Ltd, and the matter be resubmitted to a next Management Committee meeting.
- (b) That they provide all the information as requested at the presentation.
- (c) That they provide a list of all previous successful projects they have completed."

3.6 On **14 June 2022** another presentation by Ghetto was entertained whereafter the Management Committee made the following decision under item 7.1:

"That Messrs Ghetto Assistants Centre (Pty)Ltd be informed to provide the Joint Venture agreement with CWN Investment CC for scrutiny by Management Committee before the matter is approved."

3.7 Council's decision made on **28 July 2022** under item 11.1.33:

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

3.8 Council's decision made on **31 August 2022** under item 11.1.32:

- (a) That Council takes note of the letter received from Ghetto Assistance Centre (Pty) Ltd dated 05 August 2022 in reply to Council's decision passed on 28 July 2022 under item 11.1.33.
- (b) That Council replies once a letter is received from the legal representative of Ghetto Assistance Centre (Pty) Ltd."

4. **DISCUSSION**

4.1 **Ghetto Assistance Centre (Pty) Ltd**

4.1.1 Ghetto was allocated land along with the private developers listed below, on **31 May 2018** under item 11.1.25:

	Extension	Developer
1	Ext 3, Mat	Tapeya Investment Holding (Pty) Ltd
2	Ext 4, Mat	Annexure "E" is the latest decision regarding the future development of Extension 4, Matutura.
3	Ext 5, Mat	Reviving Property Solutions (Pty) Ltd
4	Ext 13, Mat	Matsi Investment (Pty) Ltd
5	Matutura Proper	Quintessential Trading & Consultancy (Pty) Ltd
6	Ext 24, Swk	Lelwapa Property Developers (Pty) Ltd
7	Ext 25, Swk	Lherix Investment (Pty) Ltd and Momporisa Trading Enterprises (Pty) Ltd
8	Ext 38, Swk	Gheron Building Construction (Pty) Ltd

4.1.2 **Annexure "C"** is a letter dated **17 April 2023** received from Ghetto. They refer to Constitutional provisions and issues unrelated to the cancellation of the development agreement.

4.1.3 **Annexure "D"** is a letter dated **19 July 2023** received from Ghetto referring to the meeting held with the honourable Governor on **18 July 2023** at which meeting the reinstatement of the development agreement was discussed.

Now, 5 years later (since the allocation by Council on **31 May 2018**), Ghetto requests an extension of time of 180 days to comply with clause 3. They base their application on financial input which has been made and progress to comply with clause 3.

4.1.4 As stated in **Annexure "B"**, subsequent to the cancellation of the transaction on **30 August 2021** under item 11.1.7 Council entertained various applications by Ghetto. Council considered their applications at two subsequent meetings held on **28 October 2021** under item 11.1.4 and on **27 January 2022** under item 11.1.43 and confirmed the initial decision to cancel. There is no contractual relationship between Council and Ghetto since the non-compliance with clause 3 on the initial due date of **21 June 2021**.

4.2 **Council's Resolution passed on 29 June 2023 under Item 11.1.20 regarding the Future Development of Extension 4, Matutura by Inviting Development Proposals**

The above decision was not executed pending a reply from the Minister of Urban & Rural Development and consultations with the honourable Governor of Erongo Region.

These authorities were not part of the agreement between Council and Ghetto.

If Ghetto is aggrieved they can seek legal recourse as indirectly resolved by Council on **31 August 2022** under item 11.1.32, point (b) - quoted under point 3.8 above.

5. **WAY FORWARD**

The following is proposed with regard to the future development of Extension 4, Matutura:

- 5.1 That Ghetto be informed that Council has no binding agreement with them as such was cancelled in terms of clause 3.3 due to not complying with the due date of 21 June 2021 and no "*best commercial endeavours to procure the timeous fulfilment of the Conditions*" was substantiated or proved (clause 3.2).
- 5.2 That Council confirms its decision passed on **29 June 2023** under item 11.1.20 and the decision be executed accordingly, despite possible legal action being instituted by Ghetto. The complete decision is attached as **Annexure "E"**.

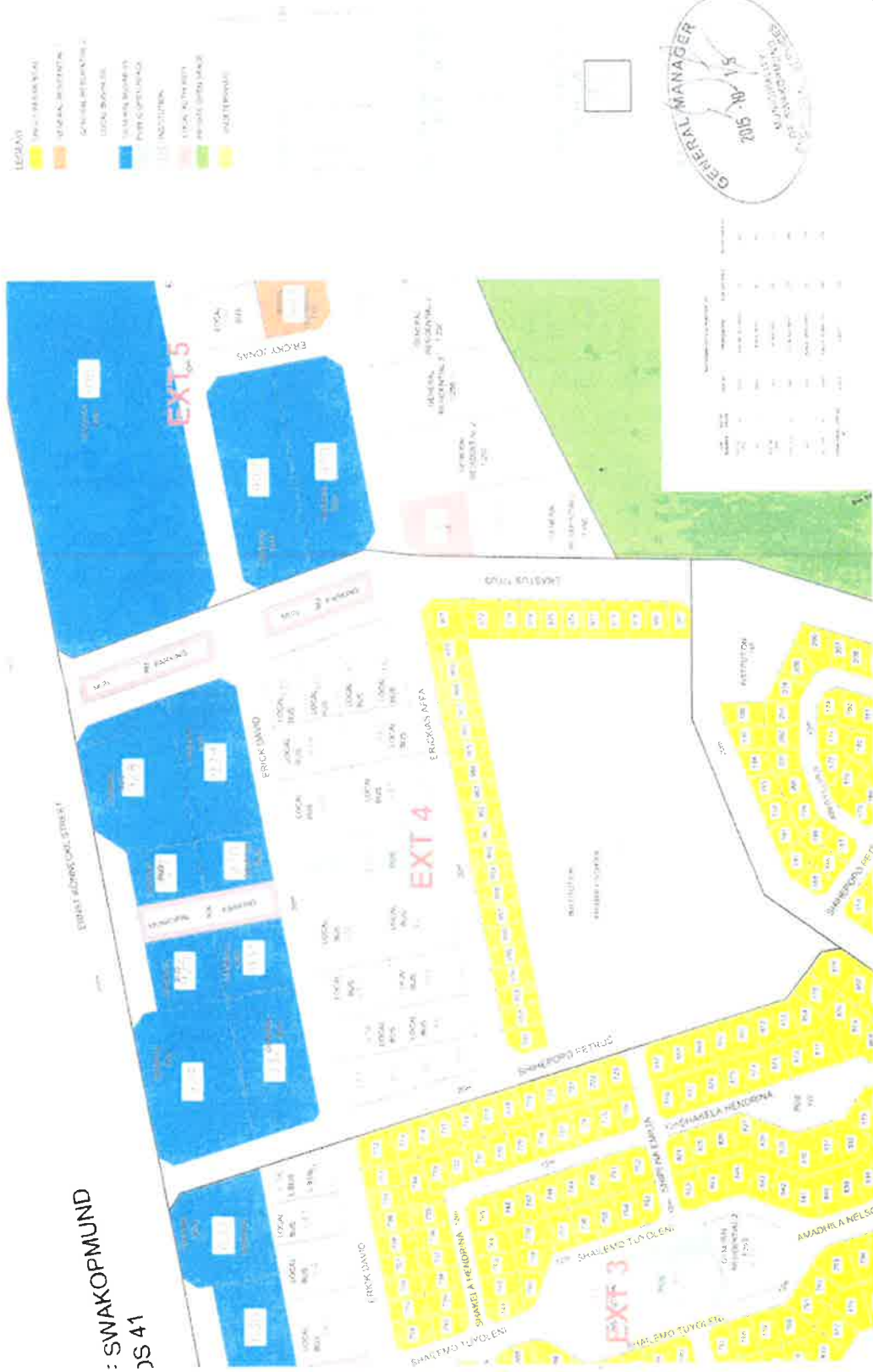
B. After the matter was considered, the following was:-

RECOMMENDED:

That Council approves the following with regard to the future development of Extension 4, Matutura:

- (a) That Ghetto Assistance Centre (Pty) Ltd be informed that Council has no binding agreement with them as such was cancelled in terms of clause 3.3 due to not complying with the due date of 21 June 2021 and no "*best commercial endeavours to procure the timeous fulfilment of the Conditions*" was substantiated or proved (clause 3.2).**
 - (b) That Council confirms its decision passed on 29 June 2023 under item 11.1.20 and that the decision be executed accordingly, despite possible legal action being instituted by Ghetto Assistance Centre (Pty) Ltd.**
-

ANNEXURE "A"



ANNEXURE "B"



MUNICIPALITY OF SWAKOPMUND

Office of the Mayor

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

Enquiries: Mr A Benjamin

(064) 4104102
088 614 514
53 Swakopmund
NAMIBIA
www.swakopmun.com.na
swkmun@swkmun.com.na

21 December 2022

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

Attention: Mr John Ishila

jishila@murd.gov.na

Dear Sir,

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

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

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

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

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

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

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

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

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

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

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

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

Attachments:

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

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

Yours faithfully,



Ms D Namubes
Mayor

/sb 

ANNEXURE "C"

10/11/2014

Ghetto Assistance Centre



Your World of Safety

PTY Ltd 2020/0634 Vat Ref no: 6507537011

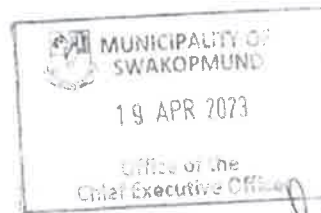
P.O. Box 3218 Swakopmund, Namibia. E-mail: Internationaltrackinghouse@yahoo. Apex, Park, Unit 7,
Smith Street, MOBILE: 081 7902677/0813651144

Swakopmund Town Council

P.O. Box 53

The Chief Executive Officer

Dear Mr Bejantun



17 April 2023



Re: Unfair Developmental Practices by the Swakopmund Town Council

We are writing this letter to the Swakopmund Town Council as they are duly authorised to represent the rights and the needs of Swakopmund residents, the citizens of the Republic of Namibia.

According to the Constitution of the Republic of Namibia Article 100 quote "Land, water and natural resources below and above the surface of the land and in the continental shelf and within the territorial waters and the exclusive economic zone of Namibia shall belong to the State if they are not otherwise lawfully owned "

According to the above article the land in Swakopmund belongs to the State and that the Council are only the custodians of these lands, but contrary it seems that in Swakopmund the land belongs to the Swakopmund Town Council and they are practising discrimination on allocation of the State land which is prohibited under Article 10 and Article 23 quoted "1) All persons shall be equal before the law ;2) No person may be discriminated against on the grounds of sex, race, colour, ethnic origin, religion, creed or social or economic status "

Article 23 Apartheid and Affirmative Action; Section 1, and 2 enshrined in the Namibian Constitution have been disrespected in the decisions which were recently taken by the Swakopmund Town Council, the same people who are supposed to implement and uphold the Constitution of the Republic of Namibia

Preferential treatment has been given to certain companies which are against the Constitution of the Republic of Namibia in terms of land development, extensions and allocations.

Ghetto Assistance Centre Pty Ltd have been excluded from extension after request from the Council to provide the letter of funding, the company profile, joint venture agreement with the financiers CWN Cc, the drawings for housing units and the list of the prospective buyers as per the Council Resolutions that was taken on the basis that,

1) that after consultation with the legal representatives **Klinghorn and Associates** of the Swakopmund Town Council that the joint venture agreement between G A C Pty,Ltd and CWN Cc the financiers it was not advisable for the Council to give extension to G.A.C.Pty,Ltd in case if G.A.C.Pty ,Ltd would default as they have only 30% in the profit shareholding of the joint venture between CWN Cc and G.A.C Pty,Ltd.

G.A.C Pty,Ltd have thought legal advice with **Mr. Metcalf and Partners** on the above mentioned and was informed, that the decision taken by the Council was baseless as the agreement between G.A.C Pty,Ltd and CWN Cc as financiers had nothing to do with the Development Agreement between the Council and G.A.C Pty,Ltd and was advice to approach the office of the Minister of Urban and Rural development which we did.

2)Again another resolution was taken on the 26 January 2023 that G.A.C Pty,Ltd had been given 332 days to comply with clause 3 of the joint venture agreement as stated in the Council resolution with no written proof of the extension of the said 332 days, whilst all the companies given extension are done with 180 days only and all companies went through the period of covid-19 lockdowns which was a no go era for any business besides essential services as per Government directive which was given.(find attached resolution and the extensions given).

We have approached the Council on this matter on numerous occasions which have fallen on death ears to this date as it seems that there is a vested interest by individuals in the Council and the management to snatch block 16 from G.A.C Pty, Ltd, Ltd.

3) Council resolution was taken for extension of 40 days but was not at all communicated to G.A.C Pty,Ltd.(find attached)

The recommendation of the office of the Ministry of Urban and Rural Development which had been given in November 2022 has been ignored regarding a meeting with the Council and Ghetto Assistance Centre Pty,Ltd to resolve the matter.

We are against the preferential treatment which Howard Holdings and Tautona Holdings a South-African company has been given whilst many Namibian Swakopmund base companies which have applied before them have not been included.

According to the Council Agenda No.3 27January2022 Howard Holdings Pty ,Ltd have applied on the 13October 2021 after a meeting with Mr.W.Groenewald,the Chairman of the Swakopmund Town Council/Management Committee, which was received by the Council on the 14October2021 to develop portion 176.(Find attached)

Howard Holdings which has applied on the 13 October 2021 and received by the Town Council on the 14 October 2021 was already approved on the 19 August 2021 by the management committee to purchase portion 176 for ultra-low cost township development, which is contradicting on the basis of the dates of application and approval date page 121 Ordinary Council Meeting Agenda No.3 27January2022.(Find Attached)

According to the Council resolution taken on the 30August2021 It was stated that unsolicited applications won't be allowed, when was the application bid placed in the newspapers regarding portion 176 if Howard Holdings application was done on the 13October2021.(Find Attached)

Why is the Council not upholding its resolution regarding the Howard Holdings application taken on the 30August 2021?

Why are the Howard Holdings being given the preferential treatment above all other developers?

The funding letter of Capricorn Private Wealth attached is a red flag letter quoted "Bank Windhoek ,however accepts no liability whatsoever for any loss, whether direct ,indirect or consequential, should the Client fail to fulfil his obligations and entering into a contract with the Client will be at your own risk."(Find Attached)

Whilst a assured letter from First National Bank of Namibia through our financiers, CWN Cc, was not acceptable as whereas the Council have mentioned that if we default they are too loose, it's contradicting the stance of the Council regarding the financing letters.(Find attached)

The proposed body-corporate that will apparently generate more than N\$300,000.00 for the Swakopmund Town Council for ultra-low income Namibians, is a bloodsucking idea as the owners will have to pay, tax and rates, water and electricity and body-corporate fees.

The pace and the manner in which the Howard Holdings proposal is pushed and implemented with regular meetings are worrisome and unconstitutional as many procedures have been bridge.

All the supporting letters of the Howard Holdings Pty,Ltd is previously advantage companies excluding any other previously disadvantage Namibian companies it seems as a well-orchestrated organisation to benefit the previously advantage group of Namibian companies.

Sewerus Harambee Investment Cc are one of the companies, that where turned down on the pretext that they have been already given land to purchase ten years back and are not illegible to be granted any land on a private treaty **Agenda No 1 04April 2023**, whilst the council according to the resolution taken on the **27January 2023,Agenda No.3** are willing to sell 10hacters to Howard Holdings and sell again the remaining 7 hectares to Howard Holdings once they have developed the ten hectares **Agenda No.3,page 143 point 4**, here again the councils stance is contradicting and discriminatory, why twice sales to Howard Holdings ,whilst you are prohibiting Sewerus Harambee Investment Cc.(Find Attached)

Tautona Holdings Pty Ltd came first as financiers to Namibia through Ghetto Assistance Pty, Ltd and Gheron Building Construction Pty, Ltd, which was turned down by the same Council, which is endorsing the sale of land to Tautona Holdings Pty, Ltd a foreign company.

ANNEXURE "D"

16/14/2014

✓

Ghetto Assistance Centre**Your World of Safety**

PTY LTD/2014/07146 Vat Ref no: 6507537011

P.O. Box 3218 Swakopmund, Namibia. E-mail: Internationaltrackinghouse@yahoo.com, Apex, Park,
Unit 7, Smith Street

MOBILE: +264 81 790 2677/ +264 81 269 9004

18 JUL 2023

Municipality of Swakopmund
P.O. BOX 53 SWAKOPMUND
Chief Executive Officer



19 July 2023

Dear Mr. Benjamin,

RE: REQUEST FOR EXTENSION ON MATUTURA EXTENTION 4, SWAKOPMUND

As per our meeting held on the request of the Governor on the 18 July 2023 with Her Worship, the Mayor, The Chairman of Management Committee, The Chief Executive Officer and Mr. Meelune, the Head of Engineering Department.

Ghetto Assistance Centre (Pty) Ltd is humbly requesting for an extension of 180 days on the Development of Extention 4 Matutura, Swakopmund.

Due to the financial input which has been made and the progress to comply with Clause 3 of the Development Agreement we are expecting a prompt reply from your institution.

We trust that the Council will review our request.

Sincerely yours,

Mr. F. Gowaseh
Manager

ANNEXURE "E"

11.1.20

AVAILABILITY OF EXTENSION 4, MATUTURA AND CRITERIA FOR DEVELOPMENT PROPOSAL

(C/M 2023/06/29 - 16/1/4/2/1/14)

RESOLVED:

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

ANNEXURE "F"

16/1/4/2/1/14
16/1/4/2/1/5

11/07/2023

Sewerus Harambee Investment Cc

P.O Box 5002

Swakopmund

Swakopmund Town Council

P.O Box 53

The Chief Officer



Dear Mr. Benjamin

RE: Sectional Title Development on Portion, 167, 168 and 174 (A Portion B) of the term Swakopmund Town, Townlands

It is with great pleasure to write to your office, this letter pertaining the subject matter. Our technical team has taken cognizance on the erroneous information provided to the sitting council by your offices pertaining the subject matter and would like to raise our concerns on that as it can paint irreversible reputational damages to Sewerus Harambee Investment Cc 2018/00921.

We have submitted an application for the abovementioned plots that were tabled by the 09/09/2020 by the council to be auctioned. And as reference we have submitted our open application to your esteemed offices in 2022 which was under review till date.

However, when our admin department inquired about the progress on our application on the 05 April 2023, we were subsequently invited for audience to present our business case to the Management Committee that it was Sewerus Harambee Investment Cc that requested for the audience to be housed by the Management Committee for a presentation.

The extent of the matter is after the presentation the council has requested our offices to provide them with the below within 14 working days for approval on the land acquisition;

- 1) Proof of Funds
- 2) Plan Layouts
- 3) Costing on the Units
- 4) Project Overview and Business case

F2

Upon the submission of the above document within 6 working days, it became apparent to our offices that the flow and implementation was only a mirror utilized by the Swakopmund Municipal Management Team.

Henceforth we urge and submit this letter to the various departments to rectify their stance with regards to our application.

Availability of extension 4, Matutura ref no: 16/14/2/1/5 & 16/14/2/1/14 is noted as indicated by the Council, unfortunately for Sewerus Harambee Investment Cc it is a no go area as we are aware that these matter according to the minutes on the Council Agenda has not been resolved with the Minister of Urban and Rural Development and Sewerus would not want to be involved in any pending unresolved matters and thus are concentrating only on the portions we have applied for which we have done the presentation for, which are Block portion no. 167, 168 and 174 near Matutura.

Conclusion

- 1). We expect a formal apology from CEO office for the incorrect information that they have provided to the Management Committee of the Council.
- 2) We request to be informed on the stance of our application within 7 working days as the information requested by the Swakopmund Municipality was provided promptly.
- 3) If there is further needed information from your offices, we expect to be received communication on that matter within 24 Hours.
- 4) Our Financiers, Technical Team, Attorneys and Asset Managers robed in on this development also seek clarity with this regard.

We trust that the above is in order. Should there be anything, please do not hesitate to contact our offices.

Regards



Mr. //Khoaseb

Executive Managing Director

Ekhoaseb67@gmail.com

Contact: +264 81876 1440

CC: Cllr D.Namubes- Her Worship the Mayor

Cllr: W.O.Groenewaldt-Chairman MC

Mr. Haingura GM: Corporate Services

Mr.C McLune-GM: Engineering Services

ANNEXURE "G"

Council's decision passed on **30 August 2021** under item 11.1.15:

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

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

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

11.1.3

**40/40 (CREDIT-LINK) HOUSING PROJECT: CONFLICTS
BETWEEN BENEFICIARIES AND CONTRACTORS**
(C/M 2023/11/30 - 14/2/1/2)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum **7.4** page **46** refers.

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

1. INTRODUCTION

This submission serves to inform Council about the conflicts between the beneficiaries and 40/40 contractors. This is for Council to take note and those contractors be blacklisted.

2. BACKGROUND

The Housing Section received several complaints from beneficiaries about the contractors who constructed their houses. The beneficiaries were advised by the officials to put their complaints in writing. However, not all beneficiaries submitted the complaints in writing after being referred to clause 5.1 of the Deed of Donation that reads:

"The Council shall make available to the Beneficiary a list of pre-approved building contractors from which the Beneficiary may choose a contractor with whom he/she wishes to enter into an agreement with for the construction of a permanent residential dwelling on the Property. Council shall, however, not in any manner be liable for the actions or the quality of the materials or workmanship employed in constructing the dwelling or for any latent or patent defects thereto."

The above clause is clear that Council cannot intervene between the conflicts of a beneficiary and a contractor regarding the construction of the house.

3. DISCUSSION

The beneficiaries submitted letters of complaint, called or visited the Housing Section to express their dissatisfaction with their contractors. The complaints are, patent and latent defects that started appearing on the house such as cracks on walls, poor installation of house fixtures and fittings, no installation of house fixtures or fittings and houses that are built on a poor foundation, causing difficulties of not being able to extend the house and contractors not responding to the calls of the beneficiaries which led to beneficiaries completing the houses by themselves. Below is a table indicating the complaints received from beneficiaries that was recorded:

Erf No.	Beneficiary Name	Complaint	Contractor	Annexures
1286	Byron Jansen	House fixtures and fittings not properly installed	Matutura Investment CC	A
1325	Charlton Gariseb	Foundation failed	Magnetize Properties	B
1332	Temus Kafita	Completed the house by himself as	Life House One	C

		contractor does not pick up his calls and the builders were not paid	Subcontracted by Oiputa Investment CC	
1111	Linda Njoba	Dispute regarding non-conformity of square meters. Contractor withdrew from the transaction	Life House One	D

On **04 September 2023**, beneficiaries of the above-mentioned erven have been contacted to confirm if the defects have been repaired or not (**Annexure "E"**). Inspection was conducted by the Engineering and Planning Services (Report attached as **Annexure "F"**).

The telephonic and walk-in complaints have not been recorded and is thus not in the table above as beneficiaries were requested to write a letter to lay their complaints. The officials advised the beneficiaries to seek legal advice as Council cannot intervene between the conflicts of a beneficiary and contractor. All 3 parties, Council, the beneficiaries, and contractors experienced many challenges in the beginning of the project and as a result Council resolved on **30 January 2020** under item 11.1.3 the following:

- (a) That beneficiaries be allowed to choose their own preferred contractor (among the 28 selected contractors) which will encourage competitive house prices among contractors.
- (b) That the request from some beneficiaries to construct their own houses not be allowed to ensure quality and timely completion of the project.
- (c) That the request by contractors to revise their prices after their proposals were approved NOT be considered.
- (d) That any contractor found guilty of any dishonest practices in this project be blacklisted by Council.
- (e) That contractors who performed poorly be given 3 months to construct houses, failing which their erven be re-allocated to other contractors.
- (f) That all future consultations with beneficiaries be done by the Corporate Services & Human Capital Department to avoid dishonest practices by some of the contractors.
- (g) That all transfers be affected by Council's conveyancers and payable by the beneficiaries.
- (h) That Council remain with the current 28 contractors until all remaining erven earmarked for the program are available for allocation.
- (i) That the Municipality accelerate the servicing of Block 161 - 163 in order to re-allocate excess residents within the DRC Settlement to that area.

This illustrates the difficulty of Council forcing a beneficiary to use a contractor which Council did not select on merit and on which no background or qualifying checks were done.

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

RECOMMENDED:

(a) That Council takes note of the complaints received:

ERF NO.	BENEFICIARY NAME	COMPLAINT	CONTRACTOR	ANNEXURES
1286	Byron Jansen	House fixtures and fittings not properly installed	Matutura Investment CC	A
1325	Charlton Gariseb	Foundation failed	Magnetize Properties	B
1332	Temus Kafita	Completed the house by himself as contractor does not pick up his calls and the builders were not paid	Life House One Subcontracted by Oiputa Investment CC	C
1111	Linda Njoba	Dispute regarding non-conformity of square meters. Contractor withdrew from the transaction	Life House One	D

- (b) That all complaints will be dealt with in terms of the Council resolution dated 30 January 2020 under item 11.1.3 as quoted above.
- (c) That the beneficiaries be informed that Council is not a party to the cannot intervene.
- (d) That the beneficiaries seek legal assistance in the matter.
- (e) That the beneficiaries be advised to inform their banks of the lack of performance of the contractors.
- (f) That Council take note that Life House withdrew from the construction of Erf 1111, Matutura for Ms L Njoba on 08 February 2021.
-

ANNEXURE "A"

Barbara Ramos Viegas

From: Matutura Investments CC <matuturaprop@gmail.com>
Sent: Tuesday, 18 January 2022 15:48
To: Fredrik Namukwambi
Cc: Byron Jansen; Barbara Ramos Viegas
Subject: Re: Default at Erf 1286 andries ekandjo street Matutura Ext 7
Attachments: image6dc5fc.PNG; image99f1c5.PNG; imaged44885.PNG; imageb8eb55.PNG; imagee68f88.PNG; image6af78f.PNG; imaged4ce3f.PNG; image9a1275.PNG

Good Day All

We have responded today to Mr Byron Jansen and referred him to the Deed of Sale that was signed between both parties that is binding more specifically to clause 9 and 14.

There have been alot of misperception causing alot miss understand and false accusations.

However we are engaging the client to clarify the matter in an amicably manner.

Thank you for your correspondence

Regards

On Tue, 18 Jan 2022, 15:09 Fredrik Namukwambi <fnamukwambi@swkmun.com.na> wrote:

Good day Mr Jansen

We will get back to you on an official letter.

Regards

**Fredrik Namukwambi**

Intern: Community Development & Housing |
Corporate Services & Human Capital
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund | Erongo

Office: | Email: fnamukwambi@swkmun.com.na

Website: www.swkmun.com.na

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Aina S. Nduuvundi

From: Barbara Ramos Viegas
Sent: 17 February 2023 02:55 PM
To: Aina S. Nduuvundi
Subject: RE: Beneficiary complaints - 40/40 Project

The client will come in next week Thursday at 15h30.

Barbara Ramos Viegas | Corporate Officer: Housing | Corporate Services & Human Capital | 4230

From: Andre Plaatjie <aplaatjie@swkmun.com.na>
Sent: Friday, 17 February 2023 01:37 PM
To: Barbara Ramos Viegas <bramosviegas@swkmun.com.na>; Charles Awaseb <cawaseb@swkmun.com.na>
Subject: FW: Beneficiary complaints - 40/40 Project

iya

From: Clarence McClune <cmclune@swkmun.com.na>
Sent: Monday, 13 February 2023 07:59 PM
To: Andre Plaatjie <aplaatjie@swkmun.com.na>
Subject: RE: Beneficiary complaints - 40/40 Project

Dear Sir,

I take that this relates to the credit link houses under the 40/40 program.

Since there is no quality assurance from Council regarding private build contracts, the beneficiary was suppose to make complaints to the bank which normally withheld a retention for up to 6 months after the house have been completed.

From the information that you shared, I cannot see if retention was withheld or that this matter was reported to the ink.

We can make a inspection of the workmanship and if the contractor/developer fails to address these items then will need to disqualify then from future housing projects of Council.

Regards.

Clarence McClune | General Manager: Engineering & Planning Services | Engineering & Planning Services | 4401

From: Andre Plaatjie <aplaatjie@swkmun.com.na>
Sent: Monday, 13 February 2023 4:30 pm
To: Clarence McClune <cmclune@swkmun.com.na>
Subject: FW: Beneficiary complaints - 40/40 Project

Dear sir

Please advise

Aina S. Nduuvundi

E1335 H

From: Charlton RD Gariseb <charlton.nam@gmail.com>
Sent: 14 April 2023 09:05 AM
To: Aina S. Nduuvundi
Cc: Barbara Ramos Viegas
Subject: Re: Erf 1325, Matutura- Meeting

Good day Aina

Is there any possibility for us to fast track this meeting.

I want to start with the expansion on property and according to consultants,
I was advised not to construct anything anymore because of the wrongly constructed foundation by the 40/40
constructor.

I already spend half a million on this property.

How did they even get the final certificate from the engineering department ?
Did they not inspect before providing constructor with final or progress certificate?

Before I processed with my Lawyer I would like to find out why were they given the certificate if they saw walls
falling while in construction the house was in construction phase.
The contractor did not meet the municipal building criteria how did they get approved to even built?

Kind regards
Charlton RD Gariseb
0816680875

From: Aina S. Nduuvundi <ANduuvundi@swkmun.com.na>
Sent: Friday, April 14, 2023 8:47:14 AM
To: charlton.nam@gmail.com <charlton.nam@gmail.com>
Cc: Barbara Ramos Viegas <bramosviegas@swkmun.com.na>
Subject: RE: Erf 1325, Matutura- Meeting

Good day Mr Charlton

I was out of office, my apologies. I have submitted your request to the PA of the General Manager.
She will need to arrange a meeting and inform you.

Regards,



AINA S. NDUUVUNDI
Intern: Admin Clerk: Housing | Corporate Services & Human Capital
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund
Office: +264 64 410 4232 | Email: ANduuvundi@swkmun.com.na
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From: Barbara Ramos Viegas <bramosviegas@swkmun.com.na>
Sent: 11 April 2023 12:27 PM

ANNEXURE "C"

ERF 1332
E 1332 M

From: P O Box 3593
Vineta, Swakopmund
Date: 16 June 2022

To: Ms. Barbra R. Viegas/ Mr. Andre Plaaitjie
Housing Section
Municipality of Swakopmund
P O Box 53 Swakopmund



RE: Delay in Completion of ERF 1332, Matutura (40/40 project)

Dear Sir or Madam

This is to bring to your attention that I the owner of Erf 1332 Matutura, Extension 7, Under the Mass Housing Development Program: 40/40 Project being constructed by Oupita Investment Pty. Is Still sitting with an incomplete house and have not received any information regarding the confirm date of handing over of possession of the mentioned Erf.

Despite initial construction commencing in October 2021 and my commitment to avail all funds necessary. I feel very disappointed that the company has failed to keep its commitment and lost faith due to the delays and countless empty promises of project handover. Bond payments started deducting end of December 2021 and yet continue to rent up to this date which is causing me devastating fanatical burdens.

I hope you agree with me that this is not acceptable under any circumstances and trust that you will deal with this issue in a top urgent fashion. I am requesting the authority to let me know on the options available, since the municipality chose the contractor.

Looking forward to your positive response.

Kind regards,

Temus Kafita

ANNEXURE "D"

19-03-12.000
(1111)

Date: 14 December 2020

To: Bianca Strauss
Life Housing Investment PTY LTDKinghorn Associates: Nicolene Vermeulen
Municipality of Swakopmund: 40/40 project Chief executive officer

Attention: Dispute regarding non-conformity of square meters added to the house as agreed between I, Linda Nghiwewelekwa Ndjoba (the client) and Life housing investment PTY LTD in the house under construction Erf. 1111, Extension 6, in Matutura, Swakopmund, Namibia a subsidiary of the Swakomund Mass Housing Development Program: 40/40 executed by Swakopmund Municipality

Please be notified of my dispute/ grievance in writing dated 14 December 2020 in accordance to The building agreement section 15.2 and section 9 of the Deed of donation signed by myself Linda Nghiwewelekwa Ndjoba and Life Housing Investment PTY LTD under Bianca Strauss as the constructor of the dwelling.

This dispute is in accordance to my recent observations on 12 December 2020 after I visited the site where my house is currently under construction. The square meters that Bianca Strauss and I agreed to be added to make the house & rooms bigger to suit my needs was not honoured by Bianca.

For information purposes, the initial measurements of the house before adding square meters was:

- Bedroom - 10.20 m², bathroom 2.43 m²
- Bedroom - 9.28 m²
- Bedroom - 9.28 m²
- Bath - 4.86 m²
- Passage - 4.03 m²
- Kitchen - 6.06 m²
- Lounge - 12.78 m²
- Stoep - ~ 1 m²
- Garage - (Double garage)
- Total price of construction - N\$ 682 000.00 (N\$512 378.72 + N\$ 170 000.00 (for double garage)

According to agreement between Bianca and I, which can be confirmed in WhatsApp messages between the both of us:

19.99 m² was to be added on the already existing house plan, which was smaller (~ 70.79 m²) to make it bigger, the double garage was to be made into a single garage to save on costs and I am to pay the difference (which I did).

Measurements were to be as follow:

- Bedroom - 16.39 m², bathroom 3.03 m²
- Bedroom – 14.92 m²
- Bedroom – 10.21 m²
- Bath – 5.45 m²
- Passage - 4.03 m²
- Kitchen – 7.39 m²
- Lounge – 16.06 m²
- Stoep - 2.01 m²
- Garage – (Single garage)
- Total price of construction - N\$ 659 080.00

Observations when I went to view the house:

- Bedroom - 16.39 m², bathroom 3.03 m²
- Bedroom – 14.92 m²
- Bedroom – 10.21 m²
- Bath – ~ 5.45 m²
- Passage - ~ 4.03 m² or less
- Kitchen – ~ 7.00 m²
- Lounge – ~ 12.00 m²
- Stoep - 1.01 m²
- Garage – (Single garage)
- Total price of construction - N\$ 659 080.00

The lounge was to be almost the same size as the main bedroom. I informed Bianca of my findings on site and asked why the Lounge is looks smaller than what we agreed. After her husband measured and confirmed the findings, she admitted that her and the architect wrote down old measurements for the stoep and lounge. On the site, their own measurement is ~ 4 m² less than what we agreed in the lounge & ~1 m² less on the stoep; in total ~5 m² is missing. When I further asked why she did not inform me of the omission for it to be rectified; she informed me of her intent to complete the building with those omissions of ~ 5 m² being lost thereby breaching our agreement. It is against this background that I am hereby witting this dispute.

I am a first time homeowner and I am aware that I am not an architect, nor do I know architectural cognisance. I am however, an individual who wishes to own a place to call a home and I am honest. I want the house to be completed as per agreement between me and the constructor "Bianca" to have bigger sized rooms without trickery involved. She should also liaise with me on how she intends to rectify the afore mentioned mistake that she did on what seems to be a purposeful omission. If there are any other divergence/ breach made by the constructor which I have not found out yet, which I suspect the concrete bed layout coverage m² may too have been reduced on the site, I implore for her to do corrections and conduct herself in a trustworthy and honest manner.

Awaiting a response in this regard.

Linda N. Ndjoba  Signed at: Swakopmund Date: 14 December 2020



1ST Floor, Shapumba Towers, Guthenberg Strasse, Ausspanplatz, Windhoek
Tel: +264 61 227 911; Cel +264 81 1275427; pshipoke@me.com

08 February 2021

Ms L Ndjoba

LifeHouse One hereby withdraws from the construction of Erf no. 1111 Matatura, allocated to Mrs Linda Ndjoba, as part of the 40/40 swakopmund municipality initiative.

Reason being are as follows;

1. Working relationship with the client cannot be repaired. In such a process there needs to be trust and understanding between contractor and client.
2. We have tried to come to an understanding in a few meetings but we cannot reach a common ground and therefore have agreed to part ways.
3. On this note we would like to wish Mrs Ndjoba all the best with the road ahead.

Thank you.

A handwritten signature in blue ink, appearing to read 'Paulo Shipoke'.

Paulo Shipoke
(cc: Anthony Shipoke)
Managing Director
LifeHouse One Investments

ANNEXURE "E"

Aina S. Nduuvundi

E 1325 M

From: Aina S. Nduuvundi
Sent: 04 September 2023 10:46 AM
To: Charlton RD Gariseb
Subject: RE: Complaint on Erf 1325, Matutura

Dear Sir

Well noted

Regards,

From: Charlton RD Gariseb <charlton.nam@gmail.com>
Sent: Monday, September 4, 2023 10:36 AM
To: Aina S. Nduuvundi <ANduuvundi@swkmun.com.na>
Subject: Re: Complaint on Erf 1325, Matutura

Good Day Aina

No they did not.

Kind regards
Charlton RD Gariseb
0816680875

From: Aina S. Nduuvundi <ANduuvundi@swkmun.com.na>
Sent: Monday, September 4, 2023 10:16:00 AM
To: Charlton RD Gariseb <charlton.nam@gmail.com>
Subject: Complaint on Erf 1325, Matutura

Good da Sir

Referring to our telephonic conversation on **04 September 2023**, kindly confirm with us if the contractor has rectified the defects of your house that they constructed?



AINA S. NDUUVUNDI
Intern: Admin Clerk: Housing | Corporate Services & Human Capital
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund
Office: +264 64 410 4232 | Email: ANduuvundi@swkmun.com.na
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Aina S. Nduuvundi

From: Aina S. Nduuvundi
Sent: 05 September 2023 08:24 AM
To: Byron Jansen
Subject: RE: Complaint: Erf 1286,Matutura

Good day

I will surely revert to you as circumstances permit.

Thank you so much for your prompt respond.

Regards

From: Byron Jansen <bjansen904@gmail.com>
Sent: Monday, September 4, 2023 2:20 PM
To: Aina S. Nduuvundi <ANduuvundi@swkmun.com.na>
Subject: Re: Complaint: Erf 1286,Matutura

Good day Aina.

Yes thank you for taking the time to talk to me.

We had a discussion about this matter with him and I even made a voice note when he was there at our house.

We showed him every little area that's out of line and he said that he will look into the matter but never came back to us.

We even tried making contact with him, but when ever we got hold of him, than he just said that he was busy and will call back.

But we need action taken against this contractor.

How many houses was building skew, and still we are the ones that has to pay back the bank for the loan.

I look forward to hearing from you.

Regards.

Byron Jansen.

On Mon, 4 Sept 2023, 11:56 Aina S. Nduuvundi, <ANduuvundi@swkmun.com.na> wrote:

Good day Mr Jansen

I refer to our telephonic conversation regarding the complaints you raised on your house (Erf 1286,Matutura).

Kindly confirm if the contractor ever rectified the defects on your house and did they ever promise to?

Regards,

Aina S. Nduuvundi

E 1332 N

From: Aina S. Nduuvundi
Sent: 06 September 2023 04:03 PM
To: King Temus
Subject: RE: 1332

Well noted.

From: King Temus <temus87@gmail.com>
Sent: Wednesday, September 6, 2023 4:01 PM
To: Aina S. Nduuvundi <ANduuvundi@swkmun.com.na>
Subject: Re: 1332

Re

Yes the bank is fully aware and already reverted back the remaining amount of my loan. Since i don't want to get any other Municipal chosen contractor, i have no option but to finish up the remaining work on my own.

On Wed, 06 Sep 2023, 15:03 Aina S. Nduuvundi, <ANduuvundi@swkmun.com.na> wrote:

Good day

You also telephonically informed us that you will be completing the house by yourself and you already informed the bank about the matter. Can you kindly confirm this?

Regards



AINA S. NDUUVUNDI
Intern: Admin Clerk: Housing | Corporate Services & Human Capital
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund
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From: King Temus <temus87@gmail.com>
Sent: Wednesday, September 6, 2023 3:00 PM
To: Aina S. Nduuvundi <ANduuvundi@swkmun.com.na>
Subject: Re: 1332

Good day

75
Ordinary Council Meeting - 30 November 2023

No the contractor didn't complete my house on Erf 1332, Matutura. And no we are not in contact despite the fact that I'm constantly trying to reach out to them but to na avail.

On Wed, 06 Sep 2023, 09:12 Aina S. Nduuvundi, <ANduuvundi@swkmun.com.na> wrote:

Good day

We refer to our telephonic conversation on **04 September 2023**.

Did the contractor manage to complete your house on Erf 1332, Matutura and are you in constant contact with them?

Regards

AINA S. NDUUVUNDI
Intern: Admin Clerk: Housing | Corporate Services & Human Capital
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund
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From: King Temus <temus87@gmail.com>
Sent: Wednesday, September 6, 2023 9:10 AM
To: Aina S. Nduuvundi <ANduuvundi@swkmun.com.na>
Subject: 1332

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Aina S. Nduuvundi

From: Aina S. Nduuvundi
Sent: 04 September 2023 12:53 PM
To: linda.ndjoba@gmail.com
Subject: Erf 1111, Matutura

Good day Ms Ndjoba

Our office has been trying to call you regarding your house on Erf 1111, Matutura. The last call was made to you on **04 September 2023**.

We are aware that you have been in conflict with your contractor. Kindly provide us with further information of who completed the construction of your house after your contractor withdrew from the agreement.

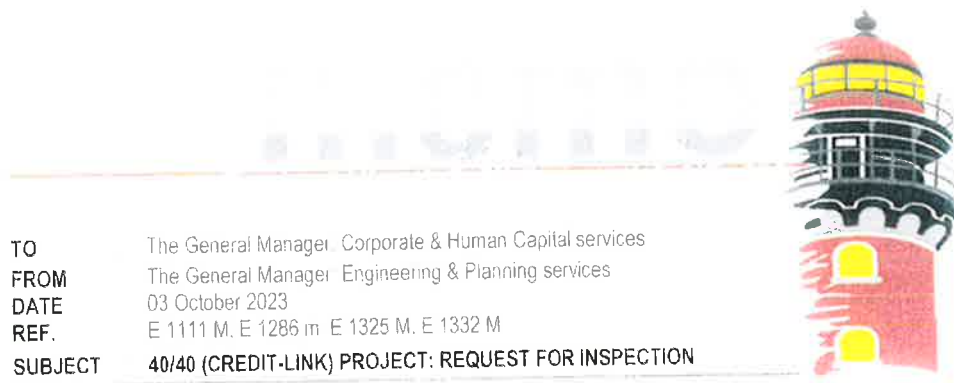
Regards,



AINA S. NDUUVUNDI

Intern: Admin Clerk: Housing | Corporate Services & Human Capital
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund
Office: +264 64 410 4232 | Email: ANduuvundi@swkmun.com.na
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TO The General Manager: Corporate & Human Capital services
FROM The General Manager: Engineering & Planning services
DATE 03 October 2023
REF. E 1111 M, E 1286 m, E 1325 M, E 1332 M
SUBJECT 40/40 (CREDIT-LINK) PROJECT: REQUEST FOR INSPECTION

We refer to the memo dated 06 September 2023

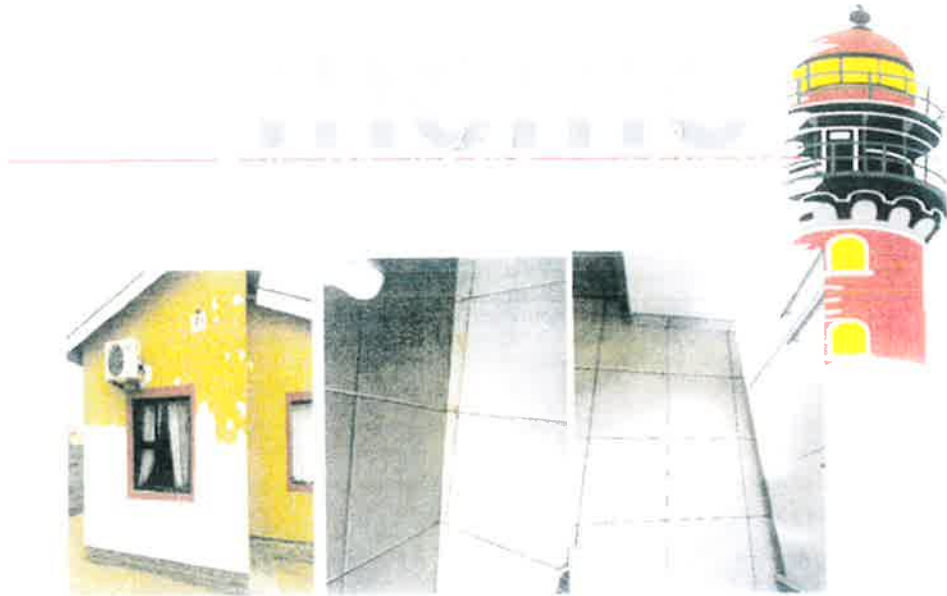
Visual inspections were conducted at the listed houses. However, efforts to get hold of the owner of erf E 1111 M were unsuccessful

- 1 Erf E 1111 M Linda N Ndjoba – no response to phone calls and text messages
- 2 Erf E 1325 M Charlton D Gariseb – The contractor didn't make any effort to rectify the latent defects. This matter was attended to previously and the correspondence forwarded in Memo dated 8 June 2023 (attached)

Erf E 1332 M Temus Kafita– Complained that the contractor went AWOL. He is not answering his phone calls and text messages. The contractor did not complete the work. The stove needs to be installed and the outside lights needs to be moved. The owner claims that their last payment was not paid to the contractor and that he wishes to claim the available funds to complete the work

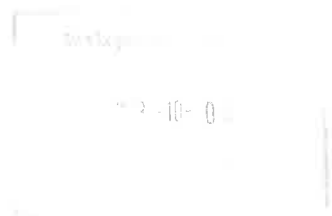
- 3 Erf E 1286 m Temus Kafita– Complained that the contractor went AWOL. He is not answering his phone calls and text messages. The contractor did not complete the work. The stove needs to be installed and the outside lights needs to be moved. The owner claims that their last payment was not paid to the contractor and that he wishes to claim the available funds to complete the work

Thank you for your attention to this matter



Regards,

C. McCune
GENERAL MANAGER/ENGINEERING AND PLANNING SERVICES



11.1.4 **THE SWAKOPMUND TENNIS CLUB: CHANGE OF LEASE PERIOD FROM INDEFINITE TO FIXED TERM**

(C/M 2023/11/30 - 13/3/1/5; 14/2/2/1/7; E 245, E A/244 & E B/244)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum **7.5** page **63** refers.

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

1. Introduction

This submission is tabled to Council to consider the change of the lease period for The Swakopmund Tennis Club (hereinafter STC) from an indefinite to a definite period.

Attachments:

Annexure "A" : *A Google Map indicating the location of the tennis courts on Erven A/244 and B/244 and Erf 245 behind the museum; and a survey diagram*

Annexure "B": *Lease Agreements:*

- *Signed on 04 August 1994 for an indefinite period*
- *Signed on 03 March 1927 for an indefinite period*

Annexure "C" : *A letter dated **13 July 2011** addressed to STC informing them of the intended amendment of the lease period*

Annexure "D" : *A letter dated **04 June 2013** to STC explaining the delay in the publication and finalization for the amendment of the lease period*

Annexure "E" : *Provisions of the Property Policy for lease of land to clubs*

The Swakopmund Tennis Club has the honour of having probably one of the oldest continuous lease agreements in respect of public land in Namibia. In 2027 the club will celebrate 100 years centenary of its existence.

2. Background

2.1 On **3 March 1927** the first lease agreement was concluded with STC for the lease of the current lease area from **01 January 1927** for an indefinite period. At the time STC already had 30 members.

2.2 After independence a new lease agreement was signed on **04 August 1994**, again for an indefinite period.

2.3 During 2011 following an audit, Council was advised that inline with good governance and in order to improve the regulation and management of lease agreements, Council should change all indefinite period lease agreements to fixed term lease agreements.

On **13 July 2011** the letter attached as **Annexure "C"** was addressed to STC to inform them of Council's intention to review the lease and enter into a fixed term lease period. This letter also served as the required 12 month's written notice in terms of clause 1 of the current lease agreement. It was also confirmed in the said letter that all other terms of the existing lease will remain unaltered.

Notice 38/2011 was drafted, but not published as it was discovered that the lease extended over a number of erven. It was therefore decided

to create one erf to make administration of the lease simpler. A survey diagram was therefore required. The property has however not been subdivided yet.

- 2.4 On **04 June 2013** the letter attached as **Annexure "D"** was addressed to STC explaining that the amendment of the lease period can only be finalized once a survey diagram is available. Simultaneously Engineering Services Department was reminded that a survey diagram is required indicating the location of the tennis courts which encroaches on different erven.
- 2.5 During May 2023 a diagram attached as **Annexure "A"** was issued by the Engineering & Planning Services Department.

Engling, Stritter and Partners confirmed that Council is the owner of the various erven as follows:

Portion A of Erf 244 and Portion B of Erf 244,
Measuring 1 824 and 186 square metres respectively;
Held by Deed of Transfer No T 295/1947
No Bond

MUNICIPALITY OF SWAKOPMUND is the owner of
ERF 245 Swakopmund, 4 177 square metres
Held by Deed of Transfer No T 64/1928
No Bond

No servitudes are registered over Erven 244 A & B and Erf 450, Swakopmund.

The lease site is defined as "*The Tennis Court*" and measures 3 156m² as indicated on the diagram attached as **Annexure "A"**.

3. Discussion

- 3.1 The conditions of the current lease agreement are elementary, providing for a nominal lease tariff of N\$1.00 per month for Erven A/244 and B/244 and rental tariff of N\$10.00 per annum for the portion on Erf 245. These tariffs were determined during 1994. i.e 30 years ago.

2.

The rental payable by the LESSEE to the LESSOR shall be

- (i) The sum of N\$ 1 00 per month for erven A/244 and B/244 and;
- (ii) the sum of N\$ 10 00 per annum for the portion of erf 245 adjacent to erf 245, free of bank commission.

3.

Handwritten signature: E. A.

The Finance Department confirmed that the current lease tariffs are as follows:

- (i) N\$01.06
- (ii) N\$10.60

Clause 6 provides that the court may also be used by non-members at such times as STC may deem appropriate and conditions they deem fit.

- 3.2 It was confirmed in Council's letter dated **13 July 2011** that all other terms of the current lease will remain unaltered (**Annexure "C"**).
- 3.3 On **31 January 2013** under item 11.1.5 Council approved the amended Property Policy (**Annexure "E"**) prescribing the conditions for the lease of land to clubs. Quoted for ease of reference:

"9.5.2 Conditions

- (i) That the requirements of the Local Authorities Act, Act 23 of 1992 be complied with;
- (ii) depending on the area and purpose, a lease period of 9 years 11 months is permitted with an option to renew and which period is terminable by either party by giving or receiving 3 months' written notice;
- (iii) land is leased at a nominal rental amount between N\$500.00 and N\$5 000.00 (+15% VAT) per annum in Council's discretion, subject to an annual escalation of 40 7% on 1 July (amended by Council on 19 November 2020 under item 11.1.25);
- (iv) a deposit equal to the annual lease be paid in advance by the entity;
- (v) when considering the annual rental amount, the following will be taken into consideration:
 - (a) number of members
 - (b) size of the portion applied for
 - (c) location of the portion applied for"

- 3.4 It is therefore necessary to update some of the conditions in the agreement to ensure consistency and equity with other comparable clubs, such as the ReiterVerein and Saamstaan Jukskei Club.

- 3.5 STC confirmed that they currently have 269 members.

Council recently approved the lease tariffs for the following clubs leasing land in Swakopmund:

	Club	Members	Annual Tariff	Size of Land
1	ReiterVerein	not known	N\$2 143.59 N\$5 846.15 Approved on 28 May 2020	±16 013m ² ±21 500m ²
2	Saamstaan Jukskei Club	36	N\$ 2 295.70 Approved on 25 March 2021	±1 755m ²

The rental is comparable to that of Saamstaan Jukskei Club which does not exclusively occupy and control a fenced off area, but uses the open area meaning the public can also use the public open space. Saamstaan Jukskei Club is responsible for the upkeep of the infrastructure (pits). Council is responsible for the maintenance of the lawn area.

STC occupies the lease area (3 156m²) which is located on prime land and controls access and use it for their purposes exclusively. Therefore, after an interdepartmental discussion, a lease tariff of N\$5 000.00 + 15% VAT in the amount of N\$750.00 is proposed for approval, i.e in total N\$5 750.00 per annum subject to Council's standard 7% annual increase.

It is proposed to amend the lease term of STC to a period of 9 years 11 months with an option to renew on similar conditions as approved for Saamstaan Jukskei Club on **25 March 2021** under item 11.1.6.

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

RECOMMENDED:

(a) That Council takes note:

- (i) *that Swakopmund Tennis Club has been leasing the current lease area for an indefinite period since 1 January 1927;*
- (ii) *that following an audit during 2011 Council was advised to change all leases from indefinite periods, to definite periods for better management and administration thereof;*
- (iii) *that Swakopmund Tennis Club has received the required notice in terms of clause 1 of the current lease agreement of the anticipated review of the lease period;*
- (iv) *that Swakopmund Tennis Club has submitted the updated constitution of the club; and*
- (v) *that the signatories have also been identified as per power of attorney*

(b) That Council approves the new lease period for 9 years 11 months with an option to renew; commencing the month following approval being granted by the Minister of Urban and Rural Development.

(c) That the lease area is identified per diagram attached as Annexure "A" and measures 3 156m².

(d) That the lease agreement be subject to the existing and amended conditions as stipulated below and such further conditions that Council may require:

1. Lease Period

The lease shall commence the month following approval being granted by the Minister of Urban and Rural Development and shall run for the period of 9 years 11 months.

2. Payments

- 2.1 *That the rental tariff be N\$5 000.00 + 15% VAT, being N\$ 750.00 = N\$5 750.00 per annum with a 7% escalation on the annual anniversary and every consecutive year.*
- 2.3 *The rental amount be payable per annum in advance on or before the 7th day of anniversary to the Municipality free of bank commission.*
- 2.4 *A refundable deposit equal to a year's rental is payable in advance.*

3. Use of the Property and Responsibilities

- 3.1 *The LESSEE shall comply with all conditions laid down by the General Manager: Health Services and Solid Waste Management, in terms of the Health Regulations of the LESSOR and all other applicable municipal regulations.*

- 3.2 The PROPERTY shall not be used for any other purpose than for the purpose of playing and promoting tennis and related activities on the PROPERTY.
- 3.3 The LESSEE is responsible at all times to keep the area in a neat and tidy condition.
- 3.4 The LESSEE is responsible for the maintenance of the structures and courts.
- 3.5 For any alterations / additions the approval of the LESSOR is required.
- 3.6 The LESSEE shall remove all approved structures should the courts no longer be in use and restore the area to its original condition.
- 3.7 Clause 6 of the existing lease agreement be maintained, i.e that the court may also be used by non-members at such times as the LESSEE may deem appropriate and conditions they deem fit.

4. Right of Access

The Municipality shall at all times have the right of access to the HIRED PROPERTY being leased for the purpose of carrying out inspections in order to ensure that all applicable regulations and requirements are being complied with by the LESSEE.

5. Prohibition against Sub Letting

The LESSEE shall not cede or assign this agreement or any portion of the portion of the HIRED PROPERTY without Council's prior approval being had and obtained.

6. Indemnity

The LESSEE shall keep the LESSOR indemnified during the lease period of this lease agreement against any possible claims which may arise from the use of the PROPERTY by the LESSEE and if required to do so by the Municipality, shall furnish the Municipality with an acceptable all- risk indemnity policy.

7. Breach of Conditions

If the LESSEE breaches any conditions of the agreement, the lease may be cancelled at the entire discretion of the Municipality by giving thirty (30) days' notice in writing to the LESSEE, and the LESSEE shall restore the HIRED PROPERTY to a proper condition at his own cost and to the satisfaction of the Municipality within the sixty (60) days from date of such notification. Whether the lease is terminated by way of expiration or by breach of contract the LESSEE shall for its own account restore the PROPERTY to its original condition and to the satisfaction of the Municipality.

8. Termination

- 8.1 This lease agreement is terminable at any time by either party giving or receiving three (3) months' notice in writing.
- 8.2 In the event of termination of this agreement, the LESSEE shall have no claim for compensation in respect of any improvements effected on the property, provided that the LESSEE may remove any such improvements from the property within 60 days from date of termination, failing which all such improvements shall become the property of the LESSOR, provided further that the LESSEE shall be responsible for all costs incurred by the LESSOR or loss sustained by it as a result of any negligence on the part of the LESSEE so to remove any improvement or to restore the property to its proper condition.

- (e) That approval be obtained from the Minister of Urban and Rural Development in terms of section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992, as amended.
-

Approved

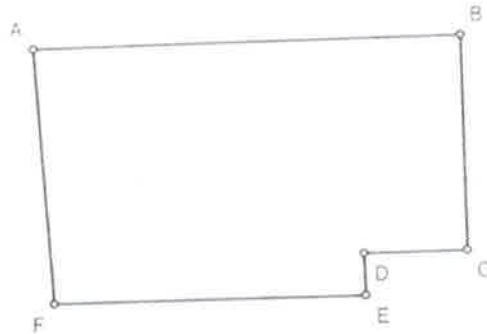
SG No. A / 2023

NOT FOR REGISTRATION

14/2/21/7, E 244 A, E 244 B, E 245 and E 450

for SURVEYOR-GENERAL

SIDES metres		ANGLES OF DIRECTION		CO-ORDINATES Y System Lo 22/15 X		
		Constants		0 00		0 00
A B	71.73	268 17.40	A	+49 025 14	+74 951 65	TENIS5
B C	39.08	358 50.40	B	+48 953 45	+74 949 51	TENIS4
C D	17.32	88 07.50	C	+48 952 56	+74 988 59	TENIS3
D E	7.61	358 08.00	D	+48 969 97	+74 989 15	TENIS2
E F	52.19	88 42.20	E	+48 969 72	+74 996 76	TENIS1
F A	46.40	175 59.40	F	+49 021 90	+74 997 94	TENIS6



Scale 1/ 1000

The figure A B C D E F A represents 3 156 square metres of land being
THE TENNIS COURT

ERONGO Region
Registration Division G
Republic of Namibia
Surveyed in May 2023 by me

CG Pieterse
Professional Land Surveyor
Registration Number: PLS 0025

This Diagram is annexed to No.	The original diagram is S.G. No.	File S.R. No.
Registrar of Deeds	Transfer No	G.P. SG No
		Noting Plan

ANNEXURE "B"

Lease period commencing on 01 January 1927:

MEMORANDUM OF AGREEMENT of Lease made and entered into at Swakopmund on this the third.....day of March 1927 between the

MUNICIPALITY OF SWAKOPMUND

hereinafter represented by Mr. O.J. Davies, in his capacity as ^{Deputy} Mayor, and Mr. M. C o r d e s, in his capacity as Town Clerk (hereinafter called the Lessor) of the one part and

THE SWAKOPMUND TENNIS CLUB

herein represented by G.T. Strydom and G. Howaldt, in their respective capacities as Chairman and Secretary... (hereinafter called the Lessee) of the other part.

1. The Lessor hereby lets and the Lessee takes in hire certain two newly made tennis Courts erected adjacent to the building which was formerly used as the Zoll near the Mole-Café at Swakopmund, as from the 1st day of January 1927.
2. This Lease shall be for an indefinite period but may be terminated by either party giving three months notice in writing to the effect to the other party, the said notice to run from the 1st day of calendar month succeeding the day of notice.
3. Based on the fact that the said Lessee has a membership of 30 members or less the rental shall be at the minimum rate of £4:0:0 per month. Only in the event of the subscriptions increasing by a full £2:10:0 per month the rental shall automatically be increased by 10/- per month for every such £2:10:0 per month.
4. The Lessee accepts the said Courts in the good condition they are now in.

- 2 -

termination of the tenancy, reasonable wear and tear, which shall mean such depreciation only as is due to natural causes, alone excepted.

5. The Lessee shall keep the Courts in good order and repair.
6. The Lessor shall have the right to inspect the said Courts at all reasonable times.
7. The said Lessee shall frame rules and regulations for itself and which rule shall contain a clause stating who shall sign the necessary power to sue and on whom process of Court can be served.
8. The said rules and regulations are to be submitted to the Lessor and in the event of any rule or regulation not meeting with the approval of the Lessor the said parties shall confer and discuss the matter until unity is achieved.
9. The Lessor shall not be liable for any accidents which may take place on the said Courts or in the dressing rooms thereof.
10. The Lessee agrees to allow the said Courts to be used by non-members and children over 12 years at such times as the Lessee may deem advisable and subject to such conditions as the Lessee may think fit. The said conditions and tariff are to be communicated to the Lessor for consideration.
11. The Lessor reserves to itself the right to use the said Courts for any other particular and occasional purpose and shall give due notice to the Lessee of such user.

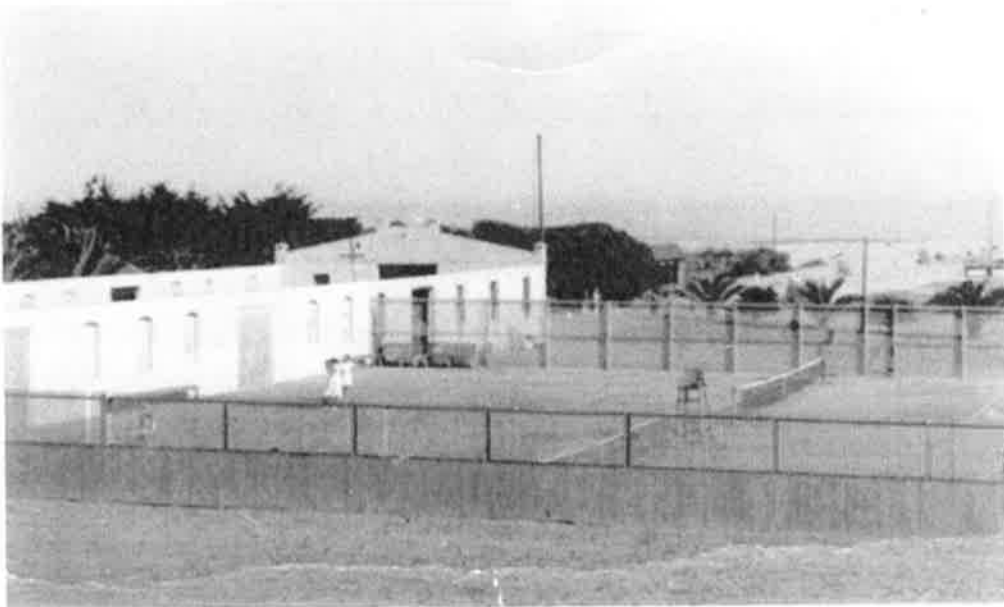
- 3 -

13. The Lessee shall have the right to charge for admission to the said Courts in the event of a tournament being held.

G. Davies
Deputy Mayor

Mr. Davies
Town Clerk

J. Hydon
Chairman
J. Howells
Secretary



Current lease agreement concluded on 04 August 1994:

MUNICIPALITY OF SWAKOPMUND

MEMORANDUM OF LEASE

MEMORANDUM OF AGREEMENT made and entered into by and between

THE MUNICIPALITY OF SWAKOPMUND
(hereinafter referred to as the "LESSOR")

and herein represented by

ECKART ULRICH WILHELM DEMASIUS

in his capacity as Town Clerk and duly authorised representative of the
Municipality of Swakopmund

OF THE ONE PART

AND

THE SWAKOPMUND TENNIS CLUB

and herein represented by ARVID ERNST GROSCHE

(in his capacity of Chairman of the Swakopmund Tennis Club)

(hereinafter referred to as the "LESSEE")

ON THE OTHER PART

Arvid Ernst Grosche 203
[Signature]

- 2 -

WITNESSETH

The LESSOR hereby lets and the LESSEE hereby hires

- (a) erven A/244 and B/244 Swakopmund
- (b) Adjacent portion of erf 245 Swakopmund, for
 - (i) the maintaining of the existing three (3) tennis courts on erven A/244 and B/244 and;
 - (ii) the erection of a fourth tennis court on the portion of erf 245 adjacent to erf B/244, subject to the following terms and conditions.

1.

The lease shall be for an indefinite period, terminable by either party given or receiving twelve (12) months written notice.

2.

The rental payable by the LESSEE to the LESSOR shall be

- (i) The sum of N\$ 1 00 per month for erven A/244 and B/244 and;
- (ii) the sum of N\$ 10 00 per annum for the portion of erf 245 adjacent to erf 245, free of bank commission.

3.

The LESSEE shall be responsible for the erection and upkeep of the wire

Handwritten signature: E. J. ...
Handwritten signature: J. ...

3

4.

The LESSOR, through any duly authorised representative, shall have access to the premises at all reasonable times for the purpose of inspection same for any other Lawful purposes.

5.

The LESSOR shall not be liable for any accidents which may occur on the premises hereby let.

6.

The LESSEE agrees to allow the said court to be used by non-members (visitors) and children (tennis players) at such times as the LESSEE may deem advisable and subject to such conditions as it may deem fit.

7.

In the event of any dispute, any process, letter or documents served on the Chairman of the LESSEE shall be deemed sufficient service.

8.

The parties hereto submit to the jurisdiction of the Court of the magistrate for the district of Swakopmund in all claims arising out of this lease, whether for recovery of payment, cancellation of lease or otherwise.

9.

The LESSOR shall in no way whatsoever be responsible for any damage to the buildings or structure of the Tennis Courts of the LESSEE contained on the premises and stored thereon at the

David Smith E
[Signature]

10.

For the purpose of this Agreement and for any other notice and/or account which may be required to be delivered to or served on the LESSEE, the LESSEE chooses the following address as domicilium citandi et executandi:

P O Box 125
SWAKOPMUND

or such address of which the LESSEE shall inform the LESSOR by registered mail at P O Box 53, Swakopmund. A notice shall be considered duly served if properly addressed, stamped and posted to the aforementioned address. The LESSOR's domicilium citandi et executandi shall be:

P O Box 53
SWAKOPMUND

OR

Municipal Offices
SWAKOPMUND

Handwritten signatures and initials:
- A signature that appears to read "Carel de Vries".
- A signature that appears to read "E. J. van der ..." (partially obscured).
- A signature that appears to read "Ruska ..." (partially obscured).
- A small circular stamp or mark above the first signature.

- 5 -

THUS DONE and SIGNED at SWAKOPMUND this day of
19..... in the presence of the subscribing witnesses:



AS WITNESSES:

ON BEHALF OF LESSOR

1. 

2. 


TOWN CLERK

THUS DONE and SIGNED at SWAKOPMUND this day of
19..... in the presence of the subscribing witnesses:




AS WITNESSES:

ON BEHALF OF LESSEE

1. 

2. 


LESSEE



MUNICIPALITY OF SWAKOPMUND

(064) 4104236
088 614 514
53 Swakopmund
NAMIBIA
www.swkmun.com.na
bramosviegas@swkmun.com.na

Enquiries: Ms B R Viegas

13 July 2011

The Chairperson
The Swakopmund Tennis Club
P O Box 2088
Swakopmund

Attention: Mr G E Moreland

Dear Sir

RENEWAL OF MEMORANDUM OF LEASE: SWAKOPMUND TENNIS CLUB

Following a recent audit, Council was advised to stipulate a fixed lease period in all lease agreements to improve the regulation and management of agreements.

Therefore, with reference to your memorandum of agreement for the lease of erven A/244 and B/244, Swakopmund and the adjacent portion of Erf 245, Swakopmund, the *indefinite period of lease* as set-out in clause 1 must be amended to **nine years and eleven months**, commencing on **01 September 2011** and lapsing on **31 July 2021**. In order to do so we need your consent on / before Friday, **29 July 2011**. All other terms and conditions remain unaltered.

Please note that **N\$2 500.00** is payable on / before Friday, **29 July 2011**, in order to advertised Council's intention regarding the amendment to the lease agreement with the Swakopmund Tennis Club in terms of the Local Authorities Act, Act 23 of 1992 as amended.

Please visit our office in order to make arrangements for the payment of the advertisement cost, or deposit the amount into the following bank account whereafter proof of payment must be faxed to 088 614 514, for the attention of Ms B Ramos Viegas:

Municipal Bank Details : Bank Windhoek
Account # 1042788135 T
Branch Code 481772
Swakopmund Branch
BW.LINANX

320

All correspondence must be addressed to the Chief Executive Officer

Should a balance remain, you'll be refunded accordingly

If no objections is received a lease agreement will be forwarded to your for signing.

Should you have further enquiries, please do not hesitate to contact Ms B R Viegas at
☎ 064-4104238.

Yours faithfully



M P C Swarts
GM: CORPORATE SERVICES & HR

/brv



MUNICIPALITY OF SWAKOPMUND

Ref No: N 7/4/3

Enquiries: Ms B Ramos Viegas

(064) 4104215
 088 614 514
 53 Swakopmund
 NAMIBIA
 www.swkmun.com.na
 bramosviegas@swkmun.com.na

04 June 2013

The Financial Representative
 Swakopmund Tennis Club
 P O Box 375
 SWAKOPMUND

Dear Madam

RENEWAL OF MEMORANDUM OF LEASE: SWAKOPMUND TENNIS CLUB

I acknowledge receipt of your letter dated 02 May 2013 and wish to confirm that your application is receiving attention.

Please also take note of the following, as was explained to you by Mr A Plaatjie of this office on Friday, 03 May 2013:

1. advertising of Council's intention to enter into a lease agreement for 9 years 11 months

In order to advertise Council's intention in terms of the Local Authorities Act, Act 23 of 1992, as amended, a proper erf description is required. The tennis courts encroach onto adjoining erven and our Engineering Services Department is attending to the rectifying of the layout of the area.

Once a diagram is compiled, Council's intention to lease the tennis courts to the Swakopmund Tennis Club will be advertised for possible objections.

2. ablution facilities

Your application to incorporate the ablution facilities in the current lease area was also forwarded to our Engineering Services and Health Department for comments and also the amendment of the diagram, if necessary.

Once the above information is received, a submission will be tabled to our Planning Forum for discussion. Whereafter a recommendation will be tabled to the Management Committee for consideration and to Council for a decision.

All correspondence must be addressed to the Chief Executive Officer

A further correspondence will be addressed to you as soon as circumstances permit.

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

Yours faithfully



M P C SWARTS
GM: CORPORATE SERVICES & HR

/sb

Copies: GM: Engineering Services
GM: Health Services

- (b) The rental amount is calculated based on the ~~value~~ of the land only and not for the improvements and that the rental escalated annually at ~~40~~ 7% on 1 July. ~~(amended by Council on 19 November 2020 under Item 11.1.26)~~

9.5 Lease to Non-Profit Entities¹⁷

9.5.1 Introduction

Non-profit entities are defined under Clause 5

9.5.2 Conditions

- (i) That the requirements of the Local Authorities Act, Act 23 of 1992 be complied with;
- (ii) depending on the area and purpose, a lease period of 9 years 11 months is permitted with an option to renew and which period is terminable by either party by giving or receiving 3 months' written notice;
- (iii) land is leased at a nominal rental amount between N\$500.00 and N\$5 000.00 (+15% VAT) per annum in Council's discretion, subject to an annual escalation of ~~40~~ 7% on 1 July ~~(amended by Council on 19 November 2020 under Item 11.1.26)~~;
- (iv) a deposit equal to the annual lease be paid in advance by the entity;
- (v) when considering the annual rental amount, the following will be taken into consideration:
 - (a) number of members
 - (b) size of the portion applied for
 - (c) location of the portion applied for
- (vi) no fixed structures are permitted, only temporary structures may be erected at the risk of the lessee and these shall be removed at the cost of the lessee at the termination or lapsing of the lease period;
- (vii) that Council be indemnified against any claims from the public or members of the lessee which may arise due to the use of the site by the entity;
- (viii) the lease may not be ceded or assigned to a third party without the written permission of Council first being obtained;
- (ix) Council has unrestricted right of access to the land;
- (x) the land may only be used for the main purpose of the entity;
- (xii) the land must be restored to an acceptable condition on termination or lapsing of the lease period to the satisfaction of the Engineering and Health Services Departments; and
- (xiii) in order to qualify for nominal rental per annum, the following be provided by the entity:

¹⁷ Refer to Council's resolutions passed on 30 September 2010 under Item 11.1.13 and G 3/10/2

- A certified copy of the approved constitution clearly indicating who will be representing the club in the lease agreement
- A name list of the adult members residing in Swakopmund

11.1.5

**ERF 9060 EXTENSION 35: ASSESSMENT OF DEVELOPMENT
PROPOSAL RECEIVED FOR ERF ZONED "INSTITUTIONAL"**
(C/M 2023/11/30 - E 9060)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 7.6 page 85 refers.

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

1. Introduction

The purpose of this submission is to inform Council that development proposals were invited for a second time for the allocation of Erf 9060, Extension 35, Swakopmund (2 089m²) to a non-profit organisation (religious institutions are excluded due the subject erf being smaller than 2 500m²).

On the closing date and time, i.e **22 September 2023** at 12:00, no proposal was received. 1 proposal was received after the due time on 12:51 from an entity registered as a close corporation (i.e not a non-profit organisation).

Attached:

Annexure "A"	:	•Notice 33/2023 and a map indicating the location of Erf 9060 •List of entities that collected development proposals
Annexure "B"	:	Entity that submitted a proposal after the due time on 22 September 2023 at 12:51
Annexure "C"	:	Development Proposal received from Devaranche Carter Sports Academy
Annexure "D"	:	Registration document of Devaranche Carter Sports Academy
Annexure "E"	:	A letter to Council stating the entity's intention to acquire Erf 9060, Extension 35, Swakopmund
Annexure "F"	:	Completed development proposal document.

2. Background

On **27 April 2023** under item 11.1.3 Council passed the following resolution with regard to the future allocation of Erf 9060 under point (b):

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

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

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

In execution of point (b) of the decision, development proposals were invited from the public under Notice No 33/2023 for the allocation of Erf 9060, Extension 35 Swakopmund to a qualifying entity.

During the invitation period, the public was informed to collect the development proposal documents from Council to complete for the submission of their proposals.

Attached (**Annexure "A"**) is a list of those who collected development proposal documents.

In terms of the notice the following requirements had to be complied with:

- The applicants must provide registration document of the institution e.g. *being a non-profit company* or a conveyancer's certificate indicating that the institution is properly constituted, i.e. duly certified copy of the current constitution in English.
- If a constitution is submitted, it must clearly indicate the assignees who are empowered to sign documentation on the institution's behalf; and
- The name or entity in which ownership of the property shall vest in an acceptable form for the Deeds Registry purposes.
- *No Close Corporation will be accepted.*
- *Provide proof of financial ability to purchase the erf and to develop the erf immediately after transfer.*
- *Proof of any cooperation agreements with other tertiary educational institutions.*

3. Discussion

- 3.1 On the closing date of **22 September 2023**, no proposals were received before 12H00. At 12H51 after the advertised closing time, a proposal was submitted from an entity registered as a close corporation.
- 3.2 The entity **did not submit proof of financial ability** to purchase or to construct. The entity did not comply with Council's requirements under Notice 33/2023 and is accordingly disqualified.

9. Proposal Document for Erf 9060, Swakopmund:

1. Clearly state the name of the applicant in an acceptable form for Deeds Registry purposes:

DRYANICHE CARTER SPORTS ACADEMY

as it appears on: the registered constitution of a voluntary association
the trust deed of a trust
the memorandum of incorporation for a non-profit company

2. Is the applicant registered as a non-profit organisation:

No ☒
Yes ☐

If yes, please quote the registration number: _____

Ensure that the following documents are attached:

- ☐ A Constitution / Trust Deed / Proof of Registration as Non-Profit Company
- ☐ Registration as an institution as Tertiary of Education institution
- ☐ A power of attorney appointing the duly authorized representative as per point 3 above
- ☐ Proof of financial ability to purchase the property and develop same after transfer
- ☐ Development proposal, informal conceptual lay-out and statement regarding the intended development
- ☐ Proof of any cooperation agreements with other tertiary educational institutions



Name and Surname of duly appointed Representative of the Applicant

Devaranche Bredsa

official stamp

Signature

Date

22/09/23

- 3.3 The proposal is attached as **Annexure "C"** and a letter (**Annexure "E"**) explaining that the purpose of the allocation is sport training and education, to relieve schools of the requirement to cater for extramural sport activities.

The primary use for land zoned "institutional" is "institutional building" defined as following:

"INSTITUTIONAL BUILDING" means a building or portion of a building used or intended to be used as an old age home, creche, public or private school, community hall, religious or charitable institution and / or the administration thereof, and includes a hospital, clinic or dispensary, whether private or public, used in connection therewith, but does not include:

- (a) a hospital, sanatorium, dispensary or clinic for the treatment of infectious or contagious diseases, or
- (b) premises for the detention of mentally disordered persons, or
- (c) a mental hospital

☞ Therefore, the zoning of Erf 9060 does not provide for sporting activities.

- 3.4 Council encountered a similar situation with the allocation of Erf 9029, Swakopmund allocated to Homestead (Pty) Ltd, as a profit-making entity that submitted a development proposal and was duly allocated at the full cost of installation of services. In respect of Erf 9029, Swakopmund, the invitation was republished providing a price of full cost of services for profit generating entities and 50% cost of services for non-profit entities.
- 3.5 On **31 August 2023** under item 11.1.28 Council approved the conversion of Namibia Training Foundation from a non-profit entity to a profit-making entity on condition that the purchase price be increased to reflect the full cost of installation of services.
- 3.6 Should Council consider allocating Erf 9060, Swakopmund to a profit-making entity, the price will be N\$ 609 988.00.
- 3.7 Notice No 33/2023 clearly indicates that *Council is not obliged to accept any proposal and reserves the right to withdraw the invitation.*

4. **Proposal**

It is proposed that Council does not allocate Erf 9060, Swakopmund to Devaranche Carter Sports Academy as

- (i) *the entity is a close corporation which is specifically excluded in terms of the requirements to comply with;*
- (ii) *the entity did not submit proof of financing;*
- (iii) *the zoning of "institutional" does not allow sporting activities.*
- (iv) *the application was received after the due time.*

Council can re-publish the invitation of proposal subject to an amendment of the requirements. Usually, Council does not receive much interest in proposal published closed to the end of a year.

Alternatively;

Council can consider inviting both profit and non-profit entities to submit proposals subject to the differentiation in the purchase price not being subsidized for profit-making entities as was done for Erf 9029, Swakopmund.

Proposals must comply with the land usage allowed for erven zoned "institutional" as quoted under point 3.3 above.

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

RECOMMENDED:

- (a) **That Council takes note of the application received from Devaranche Carter Sports Academy CC for the acquisition and development of Erf 9060, Extension 35, Swakopmund, and that they are disqualified due to the following:**
 - (i) *the entity is a close corporation which is specifically excluded in terms of the requirements to comply with;*
 - (ii) *the entity did not submit proof of financing;*
 - (iii) *the zoning of "institutional" does not allow sporting activities.*
 - (iv) *the application was submitted late.*
 - (b) **That Erf 9060, Extension 35, Swakopmund measuring 2 089m² be re-advertised for educational or welfare development in terms of the institutional" zoning.**
 - (c) **That a condition be added that should the entity be a profit-making entity the purchase price be full cost of installation of services i.e.:**
 - *N\$304 994.00 for non-profit entities (50% of cost of service installation subsidized by Council)*
 - *N\$609 988.00 for profit-making entities (full cost of service installation)*
 - (d) **That the standard reverting clause remains applicable for failure of developing the property (Annexure "B" attached to Annexure "G").**
-

4. Notice



Municipality of Swakopmund

Invitation for Development Proposal for Erf 9060, Extension 35, Swakopmund from Non-Profit Organisations, Private Schools, Pre-Primary Schools, Kindergarten & Crèches

Notice is hereby given in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended that the Municipal Council of Swakopmund invites development proposals from:

established Private School, Pre-Primary Schools, Kindergartens / Crèches or Non-Profit organisations to purchase and develop any one of the following erven:

• **Erf 9060, Ext 35, Swakopmund** measuring 2 089m² at N\$ 304 994.00.

Due to the size of the erf being smaller than 2 500m² proposals from religious institutions will not be considered.

In order to be considered the following requirements must be complied with:

- ✓ The applicants must provide the registration document of the institution or a conveyancer's certificate indicating that the institution is properly constituted, i.e. duly certified copy of the constitution in English.
- ✓ If a constitution is submitted, it must clearly indicate the assignees who are empowered to sign documentation on the institution's behalf; and
- ✓ The name of the entity in which ownership of the property shall vest in an acceptable form for Deeds Registry purposes.
- ✓ **Close Corporations will not be accepted.**
- ✓ Provide proof of financial ability to purchase the erf and to develop the erf immediately after transfer.
- ✓ Proof of any cooperation agreements with other tertiary educational institutions.

A reverting clause will be registered against the title of the property to ensure the development of the property within 5 years from date of sale.

General:

The proposal document and site plans can be obtained from Ms A Uushona at the Swakopmund Municipal Building, Rakotoka Street, Swakopmund.

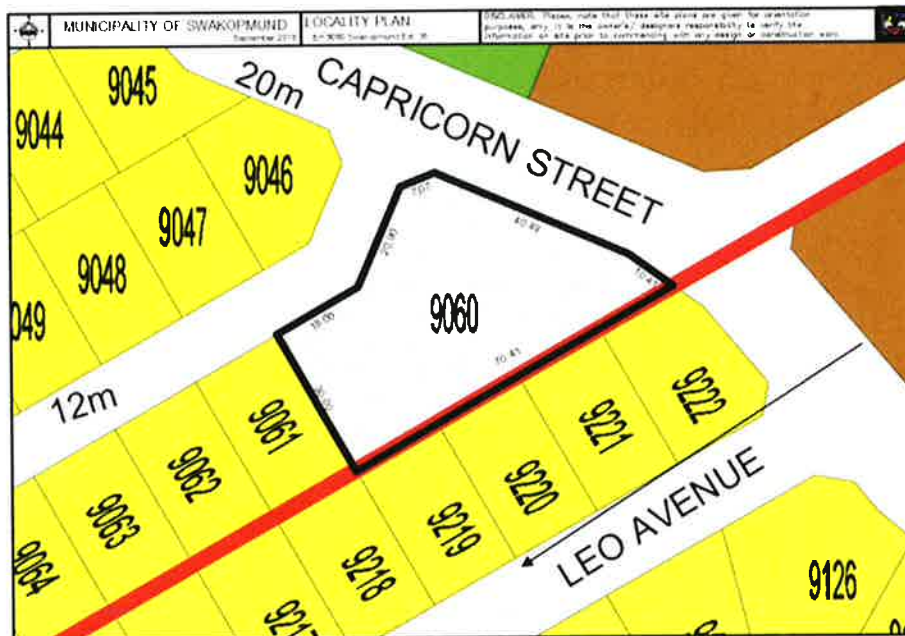
The duly completed proposal documents in an envelope together with the required documents, clearly marked with the name of the proposer and stating "Development Proposal for Erf 9060, Ext 35, Swakopmund" must be placed in the blue wooden box, marked "Development Proposals for Institutional Erf" on the Ground Floor next to the Enquiry Desk, at the Municipal Office Building on / before Friday, 22 September 2023 at 12:00. Only proposals attached to the municipal form will be accepted.

Enquiries: **Ms A Uushona** ☎ **064-4104216** 📧 **auushona@swkmun.com.na**

The Council for the Municipality of Swakopmund is not obliged to accept any proposal and reserves the right to withdraw this invitation.

NOTICE NO: 33/2023

A Benjamin
CHIEF EXECUTIVE OFFICER

Annexure "A" Map indicating the location of Erf 9060, Ext 35, Swakopmund

List of Institutions

Notice 33/2023 - For the allocation of erf 9060, Ext 35, Swakopmund

No	Date	Name of Institution	Contact details e-mail and cell no/tell	Signature
1	03/07/ 2023	Glenora Rieth	0814343636 rieingenda@gmail.com	Grieth
2	05/07 2023	Ms. Cecilia Dresmuis-Nakashole	0817568956 cec.jones@gmail.com	DuNashole-
3	11/07/ 2023	Hannie Kuware	Hannie Kuware 0812470267	AK
4	24/07/ 2023	BH KINDER GARDEN	0813156069	AK
5	3/8	Happydell	0811280604	AK
6	11/8/2023	Tangeri Shilogo Namibia	Box 676 Swakopmund theresa@tushin.de 0812803768 PO Box 46 Swakopmund	forwarded by Machel H. J. J. J.
7	22/8/23	MUSHE'S ARK PRESCHOOL & DAY CARE	emusheko@gmail.com 0812607716	AK
8	18/9/23	DC SPORTS ACADEMY	DCS@NAMIBIA.GMAIL.COM	AK

Development Proposals Received

12H00 - 22 September 2023

Notice 33 / 2023

↳ Erf 9060, Ext 35, Swakopmund

	Institution Name	Representative and Signature
1	Devaranche Carter Sports Academy	Bedja Received at Late
2		12:59 PM
3		
4		
5		
6		
7		
8		
9		

MUNICIPALITY OF SWAKOPMUND

DEPARTMENT: CORPORATE SERVICES & HUMAN CAPITAL



NOTICE NO: 33/2023

INVITATION FOR DEVELOPMENT
PROPOSALS FROM NON-PROFIT
INSTITUTIONS:

Erf 9060, Extension 35, Swakopmund

Name of Applicant:	DEVAANCHIE CARTER SPORTS ACADEMY
Postal Address:	P.O. BOX 10185 KROMMERSDAL WINDHOKK NAMIBIA
Business Address:	KRF: 555 MOESI AVE NAMIBIA SWAKOPMUND
Representative:	DEVAANCHIE DESSA
Telephone:	08120017716
Facsimile:	N/A
E-mail:	DC-DEVAANCHIE@GMAIL.COM
Closing Date:	Tuesday 20 November 2023 at 12:00

8 Proposal Document for Erf 9060, Swakopmund:

1. Clearly state the name of the applicant in an acceptable form for Deeds Registry purposes:

DEVARANCHE CARTER SPORTS ACADEMY

as it appears on: the registered constitution of a voluntary Association
the trust deed of a Trust
the memorandum of incorporation for a non-profit company

2. Is the applicant registered as a non-profit organisation:

No ☒
Yes ☐

If yes, please quote the registration number: _____

3. The applicant is duly represented by:

Name & Surname: **DEVARANCHE BEDSA**

ID Number: **84110611099**

Marital Status: **DIVORCE** (Indicate whether in / out of community of property)

Postal Address: **P.O. Box 10188 KHUB WIK**

Residential Address: **Erf 535 MOSEI AVE TAMARISKIA**

Telephone # (w) **0812607116** (h) **0817936468** (c) _____

E-mail: **BCSANA@BIA@GMAIL.COM**

4. The purchase price for Erf 9060, Ext 35, Swakopmund is N\$304 994,00 and the property will be allocated based on inter alia on the project and its motivation.

This development proposal is subject to Council's standard conditions of sale and by signing, I acknowledge that I have read and understood pages 1 to 19; and I agree to be bound by the conditions of sale contained therein.

Ensure that the following documents are attached:

- ☒ A Constitution / Trust Deed / Proof of Registration as Non-Profit Company
- ☒ Registration as an institution as Tertiary of Education institution
- ☒ A power of attorney appointing the duly authorized representative as per point 3 above
- ☒ Proof of financial ability to purchase the property and develop same after transfer
- ☒ Development proposal, informal conceptual lay-out and statement regarding the intended development
- ☒ Proof of any cooperation agreements with other tertiary educational institutions

Name and Surname of duly appointed Representative of the Applicant

DEVARANCHE BEDSA

Signature: _____

official stamp

Date: **22/09/23**

101/10/23

ANNEXURE "D"

REPUBLIC OF NAMIBIA
 BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA
 CLOSE CORPORATIONS ACT, 1988
 (Sections 12, 13, 14, 24, 27, 29, 47 and 60)
 (Regulations 2, 3 and 13)

CC 1



CC1

Founding Statement

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

REGISTRATION NUMBER OF CORPORATION

DATE OF RECEIPT

202207811

Full name of corporation **DEVARANCHE CARTER SPORTS ACADEMY**

Literal translation of name (if applicable)

Shortened form of name (if applicable)

Description of principal business **SUPPLY AND DELIVERY OF ALL SPORTS RELATED ACTIVITIES & EVENTS, INCLUDING COACHING, TRAINING, EDUCATION, WELLNESS & NUTRITION, APPAREL, EQUIPMENT**

Date of end of financial year **LAST DAY OF FEBRUARY EACH YEAR**Postal address **PO BOX 10188 KHOMASDAL, WINDHOEK, NAMIBIA**Address of registered office (not post office box) **6295 NDILEMEKE STREET, KHOMASDAL, WINDHOEK**Email address: **DCSANamibia@gmail.com**Name and address of accounting officer **JEREMY CLOETE****PO BOX 98563, WINDHOEK, NAMIBIA**

(Attach written consent to appointment)

Full name of association or body of which accounting officer is a member

SOUTHERN AFRICAN INSTITUTE OF BUSINESS ACCOUNTANTS (SAIBA)Membership/Practice No. **492**

Signature of Accounting Officer

NOTES

1. Form CC 1 must be written in block capitals or be typewritten, lithographed or printed in legible characters with deep permanent black ink, and lodged in triplicate.
2. Where a person signs on behalf of a member, a power of attorney must be attached.
3. Minor children and other persons under legal disability must be assisted by their parents, guardians or representatives as the case may be, and the capacity must be stated.
4. If no identity document has been issued, a written statement to this effect must be attached.
5. Form CC 1 which does not comply with the requirements of the Act, regulations or these notes, will be rejected.
6. Particulars to be furnished under the heading "MEMBERS".
 - (a) Full names and surname. (if juristic person, mention name and capacity and if trustee, also mention name and particulars of testamentary trust).
 - (b) Identity number ((i) if no identity document has been issued, state date of birth and see par. 4 above.) ((ii) If juristic person, mention registration number).
 - (c) Size of interest expressed as a percentage.
 - (d) Particulars of interest and fair value thereof.
 - (e) Residential address
 - (f) Postal address.
 - (g) Signature of member or representative (where applicable).



- 3 -

CC 1

NAME OF CORPORATION

DEVARANCHE CARTER SPORTS ACADEMY

REGISTRATION NUMBER

702207811

PART C

MEMBERS (ONE) 1

Full names and surname DEVARANCHE CLIFFORD BEDJA

	Year	Month	Day										
Identity number or date of birth (i)	8	4	1	1	0	6	1	1	0	5	9		
Registration number (ii)													

Percentage of interest 100% Particulars of contribution N\$100

Residential address 6295 NDILIMEKE STREET, KHOMASDAL, WINDHOEK

Postal address PO BOX 10188, KHOMASDAL, WINDHOEK, NAMIBIA

Email address: devaranche,bedja@yahoo.com

Signature of member or representative

Full names and surname

	Year	Month	Day										
Identity number or date of birth (i)													
Registration number (ii)													

Percentage of interest Particulars of contribution

Residential address

Postal address

Email address:

Signature of member or representative

Witness Signature

Date of signature 11 AUGUST 2022

Full names

JOPHREY CORNELIUS OLIVIER

Residential address 6295 NDILIMEKE STREET, KKHOMASDAL, WINDHOEK

Business address 6295 NDILIMEKE STREET, KKHOMASDAL, WINDHOEK

Postal address PO BOX 10188, KHOMASDAL, WINDHOEK, NAMIBIA

Email address:



- 4 -

CC1

NAME OF CORPORATION

DEVARANICHE CARTER SPORTS ACADEMY

REGISTRATION NUMBER

202207811

PART C

MEMBERS

Full names and surname

	Year	Month	Day												
Identity number or date of birth (i)															
Registration number (ii)															

Percentage of interest

Particulars of contribution

Residential address

Postal address

Email address:

Signature of member or representative

Full names and surname

	Year	Month	Day												
Identity number or date of birth (i)															
Registration number (ii)															

Percentage of interest

Particulars of contribution

Residential address

Postal address

Email address:

Signature of member or representative

Witness Signature

Date of signature

Full names

Residential address

Business address

Postal address

Email address:



NAME OF CORPORATION

DEVARANICHE CARTER SPORTS ACADEMY

REGISTRATION NUMBER

202207811

PART C

MEMBERS

Full names and surname

	Year	Month	Day
Identity number or date of birth (i)			
Registration number (ii)			

Percentage of interest

Particulars of contribution

Residential address

Postal address

Email Address:

Signature of member or representative

Full names and surname

	Year	Month	Day
Identity number or date of birth (i)			
Registration number (ii)			

Percentage of interest

Particulars of contribution

Residential address

Postal address

Email address

Signature of member or representative

Witness Signature

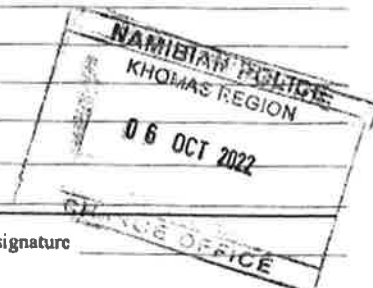
Date of signature

Full names

Residential address

Business address

Postal address



- 6 -

CC 1

NAME OF CORPORATION

DEVARANCHE CARTER SPORTS ACADEMY

REGISTRATION NUMBER

202207811

PART C

MEMBERS

Full names and surname

	Year	Month	Day											
Identity number or date of birth (i)														
Registration number (ii)														

Percentage of interest _____ Particulars of contribution _____

Residential address _____

Postal address

Email Address

Signature of member or representative

Full names and surname

	Year	Month	Day											
Identity number or date of birth (i)														
Registration number (ii)														

Percentage of interest _____ Particulars of contribution _____

Residential address _____

Postal address

Email address

Signature of member or representative

Witness Signature

Date of signature 11 AUGUST 2022

Full names

Residential address

Business address



- 7 -

CC1

NAME OF CORPORATION

DEVARANCHE CARTER SPORTS ACADEMY

REGISTRATION NUMBER

02207811

PART C

MEMBERS

Full names and surname

	Year	Month	Day										
Identity number or date of birth (i)													
Registration number (ii)													

Percentage of interest

Particulars of contribution

Residential address

Postal address

Email address

Signature of member or representative

Full names and surname

	Year	Month	Day										
Identity number or date of birth (i)													
Registration number (ii)													

Percentage of interest

Particulars of contribution

Residential address

Postal address

Email address

Signature of member or representative

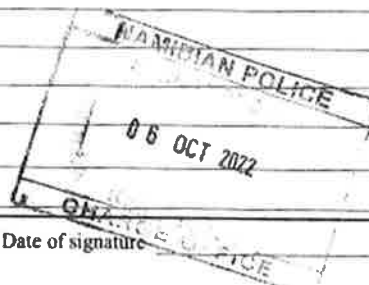
Witness Signature

Date of signature

Full names

Residential address

Business address



REPUBLIC OF NAMIBIA
BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA
CLOSE CORPORATIONS ACT, 1988
(Section 13, 14, 27 and 60)
(Regulations 3, 10 and 13)

(To be lodged in triplicate together with the Founding Statement)

Certificate of Incorporation

REGISTRATION NUMBER OF CORPORATION

CC / 202207811

This is to certify that the Founding Statement (CC 1) of
DEVARANCHE CARTER SPORTS ACADEMY

Has been registered and the above-named close corporation was this day incorporated in terms of the Close Corporation Act, 1988

* The above-named corporation has been converted from a company:

N/A

Signed at Windhoek this 15 Day of September
Two Thousand and 22


REGISTRAR OF CLOSE CORPORATIONS



* (Delete if not applicable)

NAME OF CORPORATION

DEVARANCHE CARTER SPORTS ACADEMY

REGISTRATION NUMBER

202207811

The above-named corporation has been converted from company:

Reg. No.

FOR OFFICE USE	
Founding Statement registered	
Registrar of Close Corporations	
Date	18/07/2022
Data Processing	
Classification	
Recorded	
Signature and date	



MEMBER (S) / WITNESS CONTACT DETAILS

**Please note: In addition to the requirements of the CC Act and Regulations, any additional information requested is requested in terms of Section 4 Financial Intelligence Act (Act 13 of 2012), as well as the Regulations thereunder.

1. Name	DEVARANCHE CLIFFORD BEDJA (MEMBER)
2. Land-line number of applicant (if available);	
3. Mobile number (compulsory);	+264 (0) 81 260 7716
4. Fax Number (if available);	
5. E-mail Address (if available);	devaranche.bedja@yahoo.com
1. Name	JOPHREY CORNELIUS OLIVIER (WITNESS)
2. Land-line number of applicant (if available);	
3. Mobile number (compulsory);	+264 (0) 81 141 7160
4. Fax Number (if available);	
5. E-mail Address (if available);	kujenga.namibia@gmail.com
1. Name	
2. Land-line number of applicant (if available);	
3. Mobile number (compulsory);	
4. Fax Number (if available);	
5. E-mail Address (if available);	
1. Name	
2. Land-line number of applicant (if available);	
3. Mobile number (compulsory);	
4. Fax Number (if available);	
5. E-mail Address (if available);	
1. Name	
2. Land-line number of applicant (if available);	
3. Mobile number (compulsory);	
4. Fax Number (if available);	
5. E-mail Address (if available);	
1. Name	
2. Land-line number of applicant (if available);	
3. Mobile number (compulsory);	
4. Fax Number (if available);	
5. E-mail Address (if available);	

KATU
CHARGE OFFICE
06 OCT 2022

I certify that this document is a true reproduction
copy of the original which was examined by me and
that from my observations, the original has not
been altered in any manner.
Signature: *M. M. M. M.*



Devaranche Carter Sports Academy

PO Box 10188 Windhoek | E: DCSANamibia@gmail.com | C: +264812607716

Municipality of Swakopmund
Dep: Corporate Services & Human Capital

22nd September 2023

RE: INVITATION FOR DEVELOPMENT PROPOSAL

To whom it may concern

We are writing this letter in the context of ERF: 9060 Extension 35 Swakopmund invitation for development. DC Sports Academy is a newly established sports academy within Namibia which solely focuses on sports and education and will participate in all local sports leagues in Namibia and South Africa. As sports and education is the focus of the academy, students will get the best exposure any market can offer, with high performance training in the Rugby, Netball, Soccer and many other sports codes and good quality education.

The "A kid with a dream" pilot project is that we offer to take control & ownership of the previously mentioned sports codes within schools in Namibia. This will be a project where students will still represent the school at education level but will be assigned to DCSA on sports codes, registered leagues, in aid of developing these young talented athletes. Schools will be duly remunerated for this gesture. We do trust that the above will be seen as a source of minimizing and eliminating in-house burden of managing and administering sports by teachers, ensuring that teachers focus on education and DCSA focus on sports and early development of Namibia's future sports men and women at international standard recognition.

Thus, starting such a project in three sports codes grounds are needed to get everything done cause the local fields alone is not enough to run this project, as there are strict goals which needs to be achieved. The project must deliver excellent sports men and women for the national teams of the country and qualified employees for the working sector of Namibian economy.

With that in mind we ask that you can be so generous in accepting our bid for this project and give DC Sports Academy ERF: 9060 in Extension 35 so local school children can benefit from it. In return for your generous offer and accepting DC Sports Academy's bid will give free publicity at all events which the academy feature in (local and abroad). They will have all games promoted with photos/reports on Social Media platforms. DC Sports Academy will be featured at the South African Schools leagues of which games are aired on DSTV's Super Sport and tournaments as well as the Namibian schools league and tournaments and will often travel abroad as well. Please choose a sponsorship package/block which is appropriate for your company on the annexure A (Kindly bear in mind that every little will help these children in following their dreams)

Feel free to contact me the writer for any further clarity or uncertainty in relation to this bid proposal. We appreciate in advance your favorable consideration.

Sincerely,

Mr. Devaranche Bedja
Owner/Founder

ANNEXURE "F"

INDEX

ITEM	PAGE NO
1. Introduction	3
2. Description of the Property	3
3. Definition of a Non-Profit Organisation	4
4. Notice	5
5. Standard Conditions	6 – 8
5.1 Requirements	
5.2 Purchase Price	
5.3 Method of Payment	
5.4 Cost of Transaction	
5.5 Conditions of Sale	
5.6 Reverting Clause	
5.7 General	
6. Town Planning Requirements	8
7. Technical Requirements	8
8. Proposal Conditions	8 & 9
9. Proposal Document	10
Erf 9029, Ext 35, Swakopmund	11
Annexure "A"	
Erf 9029, Ext 35, Swakopmund	12
Annexure "B" Standard Reverting Clause	13 - 14
Annexure "C" Town Planning Requirements	15 & 16
Annexure "D" Technical Requirements	17
Application for Approval of Building Plans (Check List)	
Building Plan Approval Process	

Press **Esc** to exit full screen

1. Introduction

The Swakopmund Municipality hereby invites non-profit organisations, pre-primary schools, private schools and kinder gardens / crèches to submit proposals to purchase and construct non-profit and / or educational facilities on **Erf 9060, Ext 35, Swakopmund**.

The zoning of the above erf is "*institutional*".

Due to the size of the erf being smaller than 2 500m² proposals from religious institutions will not be considered.

2. Description of the Property

Erf 9060, Ext 35, Swakopmund (2 089m²) is surrounded by residential erven, general business erven and public open spaces. Two of the borders of the erf are adjacent to a road as indicated below.



Erf 9060, Extension 35, Swakopmund is sold by private transaction, subject to the conditions herein contained.

A separate map indicating the location of Erf 9060, Ext 35, Swakopmund is attached as **Annexure "A"**.

Press **Esc** to exit full screen

3. Definition

In terms of Council's Property Policy, a non-profit organisation is defined as follows:

any educational institution, whether incorporated or not, which

- (i) is carried on otherwise than for the purposes of profit, gain or economic self-interest to any proprietor, member, shareholder, trustee or beneficiary of such education institution or to itself, and*
- (ii) is, in terms of its memorandum, articles of association, written rules, constitution or other document constituting or governing the activities of that educational institution,*
 - (aa) required to utilise any property or income solely in the furtherance of its aims and objects, and*
 - (bb) prohibited from distributing or transferring any or all of its property or income directly or indirectly in any manner whatsoever so as to profit any person other than by way of the payment in good faith of reasonable remuneration to any officer, employee or trustee of the education institution for any services actually rendered to such institution."*

4. Notice

Municipality of Swakopmund



Invitation for Development Proposal for Erf 9060, Extension 35, Swakopmund from Non-Profit Organisations, Private Schools, Pre-Primary Schools, Kindergarten & Crèches

Notice is hereby given in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended that the Municipal Council of Swakopmund invites development proposals from:

↳ established Private School, Pre-Primary Schools, Kindergartens / Crèches or Non-Profit organisations to purchase and develop any one of the following erven:

• Erf 9060, Ext 35, Swakopmund measuring 2 089m² at N\$ 304 994 00

Due to the size of the erf being smaller than 2 500m² proposals from religious institutions will not be considered.

In order to be considered the following requirements must be complied with:

- ✓ The applicants must provide the registration document of the institution or a conveyancer's certificate indicating that the institution is properly constituted, i.e. duly certified copy of the constitution in English
- ✓ If a constitution is submitted, it must clearly indicate the assignees who are empowered to sign documentation on the institution's behalf, and
- ✓ The name of the entity in which ownership of the property shall vest in an acceptable form for Deeds Registry purposes
- ✓ **Close Corporations will not be accepted.**
- ✓ Provide proof of financial ability to purchase the erf and to develop the erf immediately after transfer
- ✓ Proof of any cooperation agreements with other tertiary educational institutions

A reversion clause will be registered against the title of the property to ensure the development of the property within 5 years from date of sale.

General:

The proposal document and site plans can be obtained from Ms A Uushona at the Swakopmund Municipal Building, Rakotoka Street, Swakopmund.

The duly completed proposal documents in an envelope together with the required documents, clearly marked with the name of the proposer and stating "Development Proposal for Erf 9060, Ext 35, Swakopmund" must be placed in the blue wooden box, marked "Development Proposals for Institutional Erf" on the Ground Floor next to the Enquiry Desk, at the Municipal Office Building on / before Friday, 22 September 2023 at 12 00. Only proposals attached to the municipal form will be accepted.

Enquiries: Ms A Uushona ☎ 064-4104216 ✉ auushona@swkmun.com.na

The Council for the Municipality of Swakopmund is not obliged to accept any proposal and reserves the right to withdraw this invitation.

NOTICE NO: 33/2023

A Benjamin
CHIEF EXECUTIVE OFFICER

5. Standard Conditions

5.1 Requirements

The applicants must provide registration / incorporation documents or a conveyancer's certificate indicating that:

- 5.1.1 the institution is properly constituted, i.e. duly certified copy of the current constitution in English;
- 5.1.2 The constitution clearly indicates the assignees who are empowered to sign the documentation on the institution's behalf; and
- 5.1.3 The name or entity in which ownership of the property shall vest in an acceptable form for the Deeds Registry purposes.

Summarized

Welfare Organisations	Private Schools, Pre-Primary Schools, Kindergarten & Croches
<ul style="list-style-type: none"> ✓ A constitution or proof of registration as a section 21 company. ✓ A Power of Attorney granted to a particular person/s that he/she/they have the authority to sign on behalf of the institution. ✓ Welfare organisations applying for land shall provide proof of their financial ability to develop the erf immediately after transfer. ✓ Copies of financial statements for the last six months. In the case where it is not available, proof of financing from a financial institution will suffice. ✓ Proof that the welfare organisation is operational in Namibia for at least two years before the sale of land is considered. 	<p>The applicant must provide a conveyancer's certificate indicating that:</p> <ul style="list-style-type: none"> ✓ The institution is properly constituted, i.e. duly certified copy of the current constitution in English; ✓ The constitution clearly indicates the assignees who are empowered to sign the documentation on the institution's behalf; and ✓ The name or entity in which ownership of the property shall vest in an acceptable form for the Deeds Registry purposes. ✓ Provide proof of financial ability to develop the erf immediately after transfer.

5.2 Purchase Price

The price for the institutional erf is subsidized by Council to the value of 50% of the cost of installation of services per square metre at the time the erf was developed.

The prices do not escalate.

5.3 Method of Payment

The full purchase price is payable on date of sale, being the date of signing the deed of sale; or to be secured by a bank guarantee payable on date of transfer.

Alternatively, the purchase price plus interests calculated at the prime lending rate of Council's bank in 24 equal monthly instalments. (approved by Council under item 11.1.2 on 31 May 2018)

5.4 Cost of Transaction

All costs for the transaction is for the account of the applicant, such as, including, but not limited to the advertising of Council's intention to sell and the compilation of a deed of sale.

5.5 Conditions of Sale

- 5.5.1 The requirement regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships Ordinance 11 of 1963 respectively, be dealt with successfully.
- 5.5.2 The deed of sale shall be drafted and signed by all parties within 12 months from date of the relevant Council resolution.
- 5.5.3 Construction must commence within 12 months and land which is not developed within a period of 5 years from date of sale, shall revert to Council and all monies and or fees paid to Council will be forfeited to Council as per point 5.6 below.
- 5.5.4 Council retains a first right of refusal to purchase the developed land at the market value of the improvements at the time and the purchase price paid should the owner decide to sell it.
- 5.5.6 Submit total layout plans, indicating the infrastructure, details of the project as well as the service demand for the intended projects.
- 5.5.7 The development must comply with the provisions of the Town Planning Scheme.
- 5.5.8 No subdivision and sale of any portion of Erf 9029, Ext 35, Swakopmund will be considered.

5.6. Reverting Clause

In terms of Section of the property policy the reverting clause will be registered against all land sold at subsidised price, see attached (see next page). This clause is attached as **Annexure "B"**.

5.7 General

- 5.7.1 No rights will accrue to the applicant unless all conditions of this sale are complied with in full and all the relevant authorities, if necessary, have given the required permission.
- 5.7.2 The deed of sale must be signed and returned to Council by the purchaser within 21 days of being requested to do so.
- 5.7.3 The erf is being sold *voetstoots* and in the condition as on the date of sale e.g. the date of signing the deed of sale.
- 5.7.4 Council shall not accept any responsibility for any upgrading work to the erf.

5.7.5 Building activities may only be commenced with once the erf is transferred.

5.7.8 The purchaser is entitled to apply to Council annually for the exemption from the payment of assessment rates in respect of this erf, but is from the date of sale, the date of signing the deed of sale responsible for the payment of all municipal charges.

6. Town Planning Requirements

Attached as Annexure "C".

7. Technical Requirements

Attached as Annexure "D".

8. Proposal Conditions:

- (a) The applicant's name, address, and telephone number must be clearly stated.
- (b) Only duly completed proposals on the municipal forms will be accepted for consideration.
- (c) A separate statement be attached to the proposal document, explaining the detail of the proposal, meaning how will the project benefit the community, what will be constructed, when and at what cost. In this regard please also take note of (h) below.
- (d) The purchase prices of the erf is fixed at:
 • Erf 8028, Ext 36, Swakopmund measuring 1 889m² at N\$ 275 794.00.
- (e) The Municipality of Swakopmund is not obliged to accept any proposal.
- (f) Neither Council, nor the staff members of Swakopmund Municipality will entertain any discussions regarding the manner of proposal award after the award is made by Council.
- (g) The application, as a condition for its validity, must comprise of the **original** proposal document supplied by Swakopmund Municipality and shall be duly signed and dated at each place so indicated.
- (h) All Municipal regulations and or by-laws in force within the Municipal area will be applicable.
- (i) The following documents must be **submitted and attached** to the original application document:

- ✓ The applicant must provide the registration document of the institution e.g. being a non-profit company or a conveyancer's certificate indicating that the institution is properly constituted, i.e. duly certified copy of the current constitution in English.
 - ✓ If a constitution is submitted, it must clearly indicate the assignees who are empowered to sign documentation on the institution's behalf; and
 - ✓ The name or entity in which ownership of the property shall vest in an acceptable form for the Deeds Registry purposes.
 - ✓ Provide proof of financial ability to purchase the erf and to develop the erf immediately after transfer.
 - ✓ Proof of any cooperation agreements with other tertiary educational institutions.
 - ✓ Informal conceptual lay-out plans.
- (j) A complete development proposal must be **submitted and attached** to the official proposal document.

Press **Esc** to exit full screen

9. Proposal Document for Erf 9060, Swakopmund:

1. Clearly state the name of the applicant in an acceptable form for Deeds Registry purposes:

as it appears on: *the registered constitution of a voluntary association*
the trust deed of a trust
the memorandum of incorporation for a non-profit company

2. Is the applicant registered as a non-profit organisation:

No ☐
 Yes ☐

If yes, please quote the registration number:

3. The applicant is duly represented by:

Name & Surname :

ID Number :

Marital Status : (indicate whether in / out of community of property)

Postal Address :

Residential Address:

Telephone #: (w) (h) (*)

E-mail:

4. The purchase price for **Erf 9060, Ext 35, Swakopmund** is **N\$304 994.00** and the property will be allocated based on inter alia on the project and its motivation.

This development proposal is subject to Council's standard conditions of sale and by signing. I acknowledge that I have read and understood pages 1 to 19; and I agree to be bound by the conditions of sale contained therein.

Ensure that the following documents are attached:

- ☐ A Constitution / Trust Deed / Proof of Registration as Non-Profit Company
- ☐ Registration as an institution as Tertiary of Education institution
- ☐ A power of attorney appointing the duly authorized representative as per point 3 above
- ☐ Proof of financial ability to purchase the property and develop same after transfer
- ☐ Development proposal, informal conceptual lay-out and statement regarding the intended development
- ☐ Proof of any cooperation agreements with other tertiary educational institutions

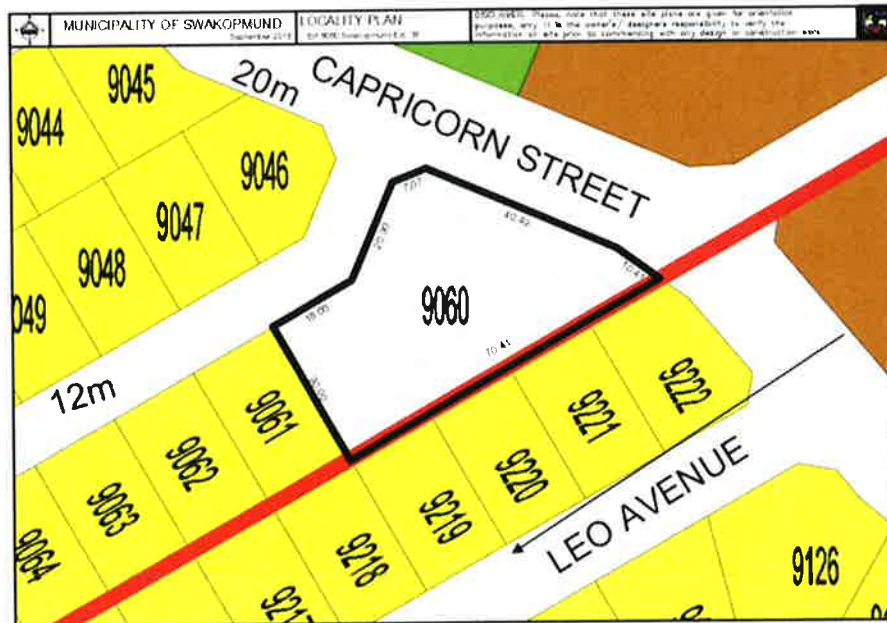
Name and Surname of duly appointed Representative of the Applicant

..... official stamp

Signature: Date:

Press **Esc** to exit full screen

Annexure "A" Map indicating the location of Erf 9060, Ext 35, Swakopmund



Annexure "B"

Annexure "G" of the Property Policy

Churches & Welfare Organisations(vi) Reverting Clause

A reverting clause which reads as follows will be registered against all the land sold at subsidised price.

NOTARIAL REGISTRATION

(i) Subject to the provisions of this Agreement, the PURCHASER notes that it shall not be entitled to cede, assign or in any other manner make over its rights, title and interest in this Agreement or any of its liabilities, responsibilities, duties or obligations hereunder to any other third party, without prior written consent of the SELLER, which consent shall not be unreasonably withheld: Provided that the PURCHASER, duly complied or guaranteed compliance with all conditions under this Agreement as well as with the conditions to be registered notariately in favour of the SELLER.

(ii) The PURCHASER, agrees to the registration against the Title Deed of the PROPERTY, of the following conditions imposed for the benefit of and enforceable by the SELLER, or its assigns, namely:

The PROPERTY shall revert to the SELLER in the event of the PURCHASER, not complying with the following conditions

(a) if the PURCHASER, fails to develop and erect within five years from date of sale improvements on the PROPERTY (not including out-buildings) to the value equal to the municipal valuation of the PROPERTY as determined by the Municipal Valuator from time to time then

(i) The PURCHASER shall retransfer the PROPERTY to the SELLER at the PURCHASER's cost, and the SELLER shall refund the purchase price paid, less any amounts owed to the SELLER; however the SELLER shall not be liable to pay the PURCHASER any compensation for the improvements on the PROPERTY;
[amended by Council Resolution 11.1.10 passed on 27 May 2014]

or alternatively, to the choice of the SELLER,

(ii) the PURCHASER shall pay the SELLER within thirty days from having been requested to do so, the difference between the purchase price as set out in clause (b) (i) and the market valuation of the unimproved property based on the highest land use of the PROPERTY on date the reverting clause shall apply.

(iii) The PURCHASER shall not use the PROPERTY for any other purpose than for which it was bought or sell, sublease or donate the PROPERTY without the consent of the SELLER, for a period of 30 (thirty) years from date of sale. Should the SELLER at its sole option consent to a different use or the sale, sublease or donation of the PROPERTY to a third party, the PURCHASER undertakes to pay to the SELLER the difference between the purchase price set out in clause A (i) and the market valuation of the unimproved property based on the highest land use of the PROPERTY or portion thereof, on date of approval of the different use or the sale, lease or donation to a third party.

(iv) The PURCHASER undertakes to effect at its own cost the registration of the conditions contained in clauses ... by way of a Notarial Deed of Imposition of Conditions against the Title Deed of the PROPERTY, the wording of such Notarial Deed to be determined by the Notary of the SELLER to reflect the intention of the PURCHASER or its successor- In-lieu or its assigns and SELLER contained in the said clauses.

Document ID: 1421

6. Town Planning Requirements:

Annexure "D"**7. Technical Requirements****7.1 Appointment of Specialist**

- (a) According to the Architect's Act, 1979 (Act 13 of 1979) Part 3, section 18, only plans from Architects registered with the Namibia Council for Architects and Quantity Surveyors, and firms registered with the Namibia Institute of Architects will be considered for approval, for developments in excess of 500m² (per erf) and other reserved buildings (warehouses excluded). Does (do) the title block(s) carry the name of the firm with the signature of responsible architect?
- (b) Appointment of an Engineer(s). Building complexes of this magnitude will most likely require the appointment of Engineers to provide support and specialist designs on the project. Any structural item will have to be designed and certified by a Structural Engineer.
- (c) Completion Certification requirements, thus detail pertaining to Compliance to specification by various Construction and Design Specialists. Detail of requirements to be complied with prior to issue of Occupation (partial) permissions.

7.2 Aesthetics Approval

- (a) For any development outside the conservation area where the development will exceed 800m² a submission of the proposed development must be submitted to the Aesthetics Committee of the Municipality to review the appearance of the intended structure within its environment.

7.3 Services

- (a) Details of alterations/upgrades to services (water, sewage, roads, electricity), if required. Who will perform such and who will finance the costs for the works. This may be considered a project on its own and shall be executed under the directives from the Municipality (Engineering and Planning Services).

7.4 Building Plan Application and Approval

- (a) The submission of building plan for approval and the issue of building permits will be subject to the standard building regulations of 1973.
- (b) A building plan application check list and a building plan application process flow chart is attached in Appendix A to guide the applicant in the process.

MUNICIPALITY OF SWAKOPMUND



MUNICIPALITY OF SWAKOPMUND

ENGINEERING SERVICES DEPARTMENT
APPLICATION FOR THE APPROVAL OF BUILDING PLANS
GENERAL CHECKLIST

QUALITATIVE ASPECTS

1992-1993

№		Содержание	№	Стр.	Вс. стр.
1.1	1.1.1	1.1.1.1. 1.1.1.2. 1.1.1.3. 1.1.1.4. 1.1.1.5. 1.1.1.6. 1.1.1.7. 1.1.1.8. 1.1.1.9. 1.1.1.10. 1.1.1.11. 1.1.1.12. 1.1.1.13. 1.1.1.14. 1.1.1.15. 1.1.1.16. 1.1.1.17. 1.1.1.18. 1.1.1.19. 1.1.1.20. 1.1.1.21. 1.1.1.22. 1.1.1.23. 1.1.1.24. 1.1.1.25. 1.1.1.26. 1.1.1.27. 1.1.1.28. 1.1.1.29. 1.1.1.30. 1.1.1.31. 1.1.1.32. 1.1.1.33. 1.1.1.34. 1.1.1.35. 1.1.1.36. 1.1.1.37. 1.1.1.38. 1.1.1.39. 1.1.1.40. 1.1.1.41. 1.1.1.42. 1.1.1.43. 1.1.1.44. 1.1.1.45. 1.1.1.46. 1.1.1.47. 1.1.1.48. 1.1.1.49. 1.1.1.50. 1.1.1.51. 1.1.1.52. 1.1.1.53. 1.1.1.54. 1.1.1.55. 1.1.1.56. 1.1.1.57. 1.1.1.58. 1.1.1.59. 1.1.1.60. 1.1.1.61. 1.1.1.62. 1.1.1.63. 1.1.1.64. 1.1.1.65. 1.1.1.66. 1.1.1.67. 1.1.1.68. 1.1.1.69. 1.1.1.70. 1.1.1.71. 1.1.1.72. 1.1.1.73. 1.1.1.74. 1.1.1.75. 1.1.1.76. 1.1.1.77. 1.1.1.78. 1.1.1.79. 1.1.1.80. 1.1.1.81. 1.1.1.82. 1.1.1.83. 1.1.1.84. 1.1.1.85. 1.1.1.86. 1.1.1.87. 1.1.1.88. 1.1.1.89. 1.1.1.90. 1.1.1.91. 1.1.1.92. 1.1.1.93. 1.1.1.94. 1.1.1.95. 1.1.1.96. 1.1.1.97. 1.1.1.98. 1.1.1.99. 1.1.1.100. 1.1.1.101. 1.1.1.102. 1.1.1.103. 1.1.1.104. 1.1.1.105. 1.1.1.106. 1.1.1.107. 1.1.1.108. 1.1.1.109. 1.1.1.110. 1.1.1.111. 1.1.1.112. 1.1.1.113. 1.1.1.114. 1.1.1.115. 1.1.1.116. 1.1.1.117. 1.1.1.118. 1.1.1.119. 1.1.1.120. 1.1.1.121. 1.1.1.122. 1.1.1.123. 1.1.1.124. 1.1.1.125. 1.1.1.126. 1.1.1.127. 1.1.1.128. 1.1.1.129. 1.1.1.130. 1.1.1.131. 1.1.1.132. 1.1.1.133. 1.1.1.134. 1.1.1.135. 1.1.1.136. 1.1.1.137. 1.1.1.138. 1.1.1.139. 1.1.1.140. 1.1.1.141. 1.1.1.142. 1.1.1.143. 1.1.1.144. 1.1.1.145. 1.1.1.146. 1.1.1.147. 1.1.1.148. 1.1.1.149. 1.1.1.150. 1.1.1.151. 1.1.1.152. 1.1.1.153. 1.1.1.154. 1.1.1.155. 1.1.1.156. 1.1.1.157. 1.1.1.158. 1.1.1.159. 1.1.1.160. 1.1.1.161. 1.1.1.162. 1.1.1.163. 1.1.1.164. 1.1.1.165. 1.1.1.166. 1.1.1.167. 1.1.1.168. 1.1.1.169. 1.1.1.170. 1.1.1.171. 1.1.1.172. 1.1.1.173. 1.1.1.174. 1.1.1.175. 1.1.1.176. 1.1.1.177. 1.1.1.178. 1.1.1.179. 1.1.1.180. 1.1.1.181. 1.1.1.182. 1.1.1.183. 1.1.1.184. 1.1.1.185. 1.1.1.186. 1.1.1.187. 1.1.1.188. 1.1.1.189. 1.1.1.190. 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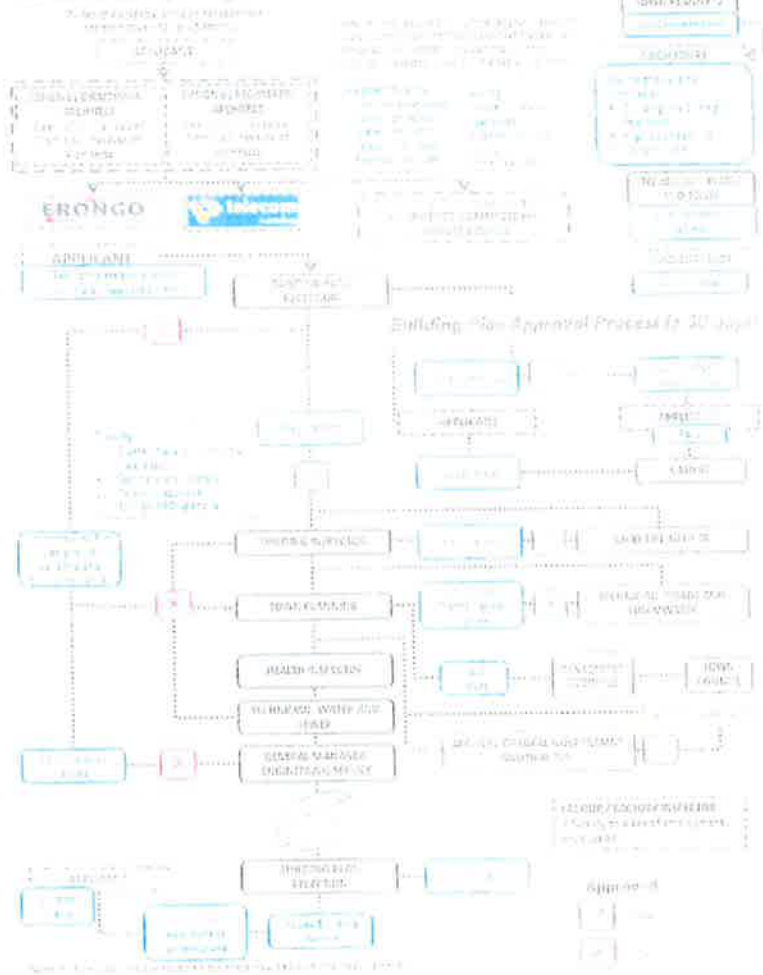
MUNICIPALITY OF SWAKOPMUNDI

TOWN PLANNING - BUILDINGS & SPACES (TSP) DEPT



2023-2024

Prior to submission of building plan



10

11.1.6 **SWAKOPMUND MUNICIPAL REST CAMP UPGRADE STRATEGY**
(C/M 2023/11/30 - 14/2/7/1/4)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 7.7 page 123 refers.

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

1. INTRODUCTION

The purpose of this submission is to provide Council with an upgrade strategy intended for the Swakopmund Municipal Rest Camp (SMRC). These measures are aimed at addressing the challenges experienced at the SMRC and provide actions that would improve its competitiveness.

2. BACKGROUND

On 19 October while Council discusses the Swakopmund Municipal Rest Camp Upgrade Strategy, Council resolved: ***"That the upgrading proposal be kept in abeyance pending a familiarization visit by Councillors to the Municipal Rest Camp"***.

The SMRC was established more than fifty years ago with the primary aim of providing a **cheaper and simpler form of accommodation to fishermen**. The SMRC thus only made provision for the basic amenities and furniture to meet the target group. The SMRC has 7 different bungalow types with a total of **190 units** with the following characteristics:

Simple and small rooms

- *Single beds Six-bed bungalows to accommodate as many fishermen as possible.*
- *Modest furniture which are currently outdated.*

The various units are characterized as follows:

- *Fish - 22 units*
- *Gecko - 10 units*
- *Welwitschia - 12 units*
- *Dunes - 46 units*
- *Spitzkoppe - 50 units*
- *Brandberg A - 28 units (no tv)*
- *Brandberg B - 18 units (with tv)*
- *Moon Valley - 4 units*
- *Conference Facility - 50 people*

3. CHALLENGES FACED BY SMRC

The SMRC was established to give fisherman a cheaper and more accessible type of accommodation. It offers the bare minimum in terms of furnishings and amenities. In the interim, the travel and tourism sector has experienced significant growth, and as of now, there are various new high-end international hotel brands that place a strong emphasis on extravagance and luxury. Additionally, illegal self-catering apartments are becoming increasingly popular, particularly for families.

The archaic and outdated status of the SMRC i.e. **beds, small rooms, furniture, etc.** has posed a great threat to the popularity of the SMRC along with other challenges which include - the seasonality of the tourism season, lack of activities to attract tourists to Swakopmund, short duration of stay etc. All these issues affected the occupancy rate of the bungalows in an undesirable way and thus prompted the need to upgrade the SMRC to improve its competitiveness. Below is a reflection of the occupancy rate of the various units during the past 3 years:

Occupancy Rate:

2022/23

RESTHOUSE	OCCUPANCY
DUNES A	56.87%
FISH	47.84%
WELWITSCHIA	45.47%
DUNES	35.61%
MOON VALLEY	29.60%
GECKO	28.74%
BRANDBERG B	25.89%
SPITZKOPPE	23.94%
BRANDBERG A	15.49%

2021/22

RESTHOUSE	OCCUPANCY
DUNES A	49.45%
FISH	45.29%
WELWITSCHIA	42.77%
GECKO	27.14%
BRANDBERG B	24.31%
DUNES	24.22%
MOON VALLEY	23.83%
SPITZKOPPE	19.41%
BRANDBERG A	13.93%

2020/21

RESTHOUSE	OCCUPANCY
DUNES A	51.65%
FISH	51.60%
WELWITSCHIA	47.94%
SPITZKOPPE	42.45%
BRANDBERG A	42.45%
MOON VALLEY	40.59%
BRANDBERG B	38.35%
GECKO	35.74%
DUNES	34.84%

Income/ Expenditure

YEAR	BUDGETED	BOOKING VALUE	DEFICIT / (SURPLUS)
2022/23	15 213 978.22	13 295 086.16	-1 918 892.06
2021/22	15 928 208.74	12 854 495.04	-3 073 713.70
2020/21	15 684 404.68	11 857 324.36	-3 827 080.32

4. SMRC REVAMP STRATEGY

Considering the above information, it is evident that a large capital expenditure will be required for the improvement of the SMRC. As a

result, it is proposed that the upgrade should be implemented gradually and carried out in phases over a five-year period.

Furthermore, the same must be prioritized in accordance with the rate of occupancy. The main focus area of this upgrade must concentrate on repair and repaint walls, outdated structures and furniture, ageing infrastructures, and a lack of interior design to complement the finishing touches.

On **11 May 2023** the Management Committee while discussing the proposal to alienate the Khunas Flats resolved as follows amongst others:

- (d) *The income generated from the sale can be used to renovate the bungalows at the Municipal Rest Camp.*

It is therefore proposed that the following upgrading phases be considered:

*Phase 1 - Fish
Phase 2 - Welwitschia and Gecko
Phase 3 - Dunes
Phase 4 - Brandberg
Phase 5 - Moon Valley*

5. Conclusion

The SMRC has engaged our clients throughout the years to better understand their needs, and it has become evident that the clientele wants better, modern amenities that will provide them a really unique experience. SMRC regrettably cannot offer such facilities however with considerable investment into the upgrading of the facility Council may obtain the needed results.

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

RECOMMENDED:

- (a) **That Council approves the following proposed upgrading phases of the Swakopmund Municipal Rest Camp:**

*Phase 1 - Fish
Phase 2 - Welwitschia and Gecko
Phase 3 - Dunes
Phase 4 - Brandberg
Phase 5 - Moon Valley*

- (b) **That the General Manager: Economic Development submit a total cost to Council in respect of income and expenditure of the Municipal Rest Camp.**
-



11.1.7 **REQUEST TO UTILIZE THE BUILD TOGETHER LOAN - MS DIINA NAMUPALA FOR ERF 1742, MONDESA (ROCKY AREA)**
(C/M 2023/11/30 - M 1742)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 7.8 page 123 refers.

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

1. INTRODUCTION

This submission serves to request Council to consider the request of Ms Diina Namupala to utilize the Build Together loan to construct a house on Erf 1742, Mondesa.

2. BACKGROUND

Ms Nampala is a Build Together applicant, who applied on **06 May 2010**. Her name appears on the Master Waiting List, under reference number BT-1280 attached as **Annexure "A"**. Council approved the application of Mr Neubrech on behalf of Ms Namupala to buy Erf 1742 Mondesa at its meeting of **29 September 2022** under item 11.1.3, as follows:

- (a) *That Council approves the request of Mr W E Neubrech to buy Erf 1742, Mondesa.*
- (b) *That it be noted that Mr Neubrech is willing to assist Ms Diina Namupala financially.*
- (c) *That the Engineering and Planning Services and Finance Services Departments consulted regarding the selling price of Erf 1742, Mondesa.*
- (d) *That the selling price in point (c) above submitted to Council for consideration.*
- (e) *That Ms Diina Namupala retain the Erf 1742, Mondesa with the property of any value constructed on it even after the employment relationship ends with her current employer, Mr W E Neubrech.*

A submission was tabled to Council to approve the purchase price and at its meeting of **26 January 2023** under item 11.1.6 it was resolved as follows:

That Erf 1742, Mondesa be sold at the reduced price of N\$9 200.00 to Ms Diina Namupala.

3. DISCUSSION

On **29 September 2022**, Council under item 11.1.3 sold Erf 1742 Mondesa to Ms Namupala at the reduced erf price of N\$ 9 200.00. On **27 March 2023** Mr Neubrech settled the purchase price on behalf of Ms Namupala attached as **Annexure "B"**.

On **24 April 2023** Ms Namupala signed the Deed of sale for Erf 1742 Mondesa, however, clause 5.3 of the Deed of sale states:

"It is a material term of this Agreement that the PURCHASER shall simultaneously with the conclusion of this agreement enter into a Loan Agreement for the purchase price and construction of improvements in terms of clause 9 hereof..."

This means that Ms Namupala must sign the loan agreement considering the erf she purchased is a Build Together erf. She also applied under the Build Together Programme and is thus, eligible to obtain a loan under the Build Together Programme. Even though Ms

Namupala is not part of the 80 beneficiaries of Phase III, nor is she part of the next 150 beneficiaries names that were sent to Ministry of Urban Rural Development as per the Project and Identification Report (PIR).

Ms Namupala's case is an exception, given the fact that Erf 1742, Mondesa is a rocky area, and it will cost Council a substantial amount to level it. Ms Namupala's employer is willing to assist her financially, especially with the levelling of the erf which was earmarked for the Build together Programme.

4. **BUILD TOGETHER COMMITTEE**

The matter was discussed at the Build Together Committee meeting of **08 August 2023** and the CEO asked that the Committee consult with Ms Namupala and provide feedback to the Housing Section.

On **08 September 2023**, the Build Together Committee (BTC) met with Ms Namupala as per instruction of the CEO of which the meeting was facilitated by the Housing Section. The Committee were all in favour of Ms Namupala's request to utilise the Build Together loan. The Committee stated that if there is money available in the revolving fund that can be utilised, they see no reason for her not to be assisted as she is a Build Together beneficiary who applied in 2010.

The matter was discussed at the Build Together Committee meeting of **13 September 2023** under item 6.2 and the BTC consulted with Ms Namupala about her loan application, and the committee had no objection that a loan be granted to Ms Namupala. The BTC emphasised that it is on the basis Ms Namupala is not replacing any beneficiary who was bound to receive a Build Together Loan, and, because her employer is assisting to level the erf at their cost.

The BTC also had no objection that Ms Namupala start with the levelling of the erf while waiting for the Build Together loan to be approved and paid over since she already settled the purchase price of the said erf.

5. **PROPOSAL**

It is proposed that Ms Namupala be assisted with a loan under the Build Together Programme to construct a house as she already paid off the total purchase price of the erf. It is further proposed that Ms Namupala signs a loan agreement and the Finance Department be informed accordingly to levy the instalments to pay off the loan. It is proposed that Ms Namupala may commence with the levelling of Erf 1742 Mondesa in the meantime.

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

RECOMMENDED:

- (a) That Ms Namupala be granted a loan of N\$80 000.00.
 - (b) That Ms Namupala signs a loan agreement to construct a house on erf 1742, Mondesa immediately.
 - (c) That Ms Namupala be permitted to commence with the levelling of Erf 1742, Mondesa.
-

1280

ANNEXURE "A"

MUNICIPALITY OF SWAKOPMUND

BUILD TOGETHER PROGRAMME

APPLICATION FOR HOUSING LOAN OPTION

PLEASE NOTE:

1. A FALSE STATEMENT WILL DISQUALIFY THE APPLICANT
2. PLEASE PRINT (MARK WITH X WHERE APPLICABLE)
3. MARRIAGE CERTIFICATE MUST BE CHECKED BY RECEIVER OFFICER

APPLICATION FOR: Housing Loan to build a House
 (quote what is needed for, upgrading, etc.)

(State the loan option with the subject as requested in the Implementation Guidelines)

PERSONAL PARTICULARS	APPLICANT	CO-APPLICANT
1 SURNAME	NAMUPALA	
2 NAMES	DINA	
3 POSTAL ADDRESS	P.O. BOX 631 SWAKOP	
4 RESIDENTIAL ADDRESS	HOUSE NO. 1567 MAHEFAGU	
5 CONTACT DETAILS	CEL. 0814484125	
6 DATE & PLACE OF BIRTH	05/09/1978	
7 CITIZENSHIP	OSHOUPALA UUKU-FURUSHERO	
8 OCCUPATION	NAMIBIAN	
9 INCOME	CLEANER	
	Nq. 2 075 00	

10. DO YOU OWN/RENT A HOUSE? (MARK WITH AN X WHERE APPLICABLE)

GOVERNMENT	SHACK IN BACK YARD	X	ORG.
MUNICIPAL HOUSE	PRIVATE HOUSE		OTHER

11. WHERE IS THE HOUSE SITUATED? MAHEFAGU

12. DO YOU HAVE ANY SAVINGS? YES/NO YES

BANK STANDARD ACC. NO. 247965685 TYPE OF SAVING Saving

13. DO YOU LIVE ALONE? ☒ WITH FAMILY? ☐ WITH FRIENDS? ☐

14. DO YOU OWN A HOUSE ANY WHERE ELSE IN NAMIBIA? YES / NO ☒
(IF YES STATE WHERE)

15. MARITAL STATUS SINGLE

16. NO. OF DEPENDENTS
OLD AGE ☐ UNEMPLOYED ☐ SCHOLARS 1 PRE-SCHOOL 1

17. OTHER EARNINGS AND INCOME? (N\$ PER MONTH) 7200

18. STATE HOW YOU INTEND TO BUILD THE HOUSE
1. SELF WITH FAMILY HELP
2. HIRED BUILDER AND FAMILY HELP ☒
3. HIRED BUILDER

DECLARATION

1. I/WE Dhampala AGREE TO PAY 7200 IN MONTHLY
INSTALLMENT TO THE MUNICIPALITY OF SWAKOPMUND. THE MUNICIPALITY OF
SWAKOPMUND RESERVES THE RIGHT TO TAKE LEGAL ACTION IF THE BORROWER
FAILS TO HONOUR THIS COMMITMENT.
2. I/WE HEREBY DECLARE THAT THE INFORMATION GIVE IN THIS APPLICATION IS TRUE
AND CORRECT TO THE BEST OF MY /OUR KNOWLEDGE.

Dhampala
APPLICANT

06/05/2020
DATE

ID NO. 78090510477

CO-APPLICANT

DATE

ID NO

ANNEXURE "B"

Pay Beneficiary Receipt

DONE



Standard Bank



on with transaction id 35692057, submitted successfully.

NAD 9,200.00

COMMUNALITY OF SWAKOPMUND

FIRST NATIONAL BANK NAMIBIA

62248503300

Transaction 40

25692057

Index

NEUBRECH

Date _____

Mar 27, 2023

Payment Priority

Normal

My Reference

ERF 1742

Their Reference

ERF1742 DIINA NAMUPALA



11.1.8 **REZONING OF ERF 680, MONDESA, EXTENSION 2 FROM "SINGLE RESIDENTIAL" WITH A DENSITY OF 1:600M² TO "GENERAL RESIDENTIAL 2" WITH A DENSITY OF 1:100M²**
(C/M 2023/11/30 - M 680))

Ordinary Management Committee Meeting of 09 November 2023, Addendum 8.3 page 21 refers.

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

1. Purpose

The purpose of this submission is for Council to consider the application for the rezoning of Erf 680, Mondesa, Extension 2, from "Single Residential" with a density of 1:600m² to "General Residential 2" with a density of 1:100m².

2. Introduction and Background

An application for the rezoning of Erf 680, Mondesa, Extension 2 from "Single Residential" with a density of 1:600m² to "General Residential 2" with a density of 1:100m² was received from Namplan Town Planning Consultants. The application has been attached as **Annexure A**.

3. Ownership

The ownership of Erf 680, Mondesa, Extension 2 vests in Deon Daniel Hotto, as held by Deed of Transfer T4320/2022.

4. Zoning, Locality and Size

Erf 680, Mondesa Extension 2 is located between Rakotoka and 11th Streets. The erf is currently zoned "Single Residential" and accommodates four (4) vandalized dwelling units. It measures 800m² in extent.



Figure1 locality plan for Erf 680 Mondesa

5. Access and parking

Access to Erf 680, Mondesa, Extension 2 is obtained via 11th Street. The street is 12 metres wide. Parking for the proposed development

will be provided on-site in accordance with the provision of the Swakopmund Zoning Scheme.

6. Advertisement

The proposed development was advertised in the New Era and Republikein on the 8th and 15th March 2023. A notice was also placed on the site and another notice on the Municipal Notice Board. The neighbouring property owners were notified via registered mails. Additionally, a notice was published in the Government Gazette Number 8040, dated 1 March 2023, under General Notice Number 86. The closing date for objections and comments was the 30th March 2023. No objections were received from the neighbouring property owners and the general public.

7. Proposal

The property has for many years stood unoccupied due to the state in which the buildings are in. It is regarded as an unsafe place for the community as criminal activities are happening inside these vandalized structures. The current owner had seen the potential to restore the site to its original state. It is the intention of the owner of Erf 680, Mondesa Extension 2 to renovate the property and rezone it to a suitable zoning that could accommodate the number of existing dwelling units and to increase the development potential. The property currently has four (4) units on it.

8. Evaluation

According to the Swakopmund Zoning Scheme Number 12, Section C: General Residential 2 Zone, paragraph 2, sub-paragraph 2.3

Minimum Erf Sizes

- (a) The minimum prescribed erf sizes for this zone are as follows:

Minimum Erf Size	Townhouses	Residential buildings and blocks of flats
Minimum area of site	900m ²	1 000m ²

- (b) Notwithstanding the conditions in sub-paragraph (a) above, the Council may in certain cases, beyond the control of the applicant, give its special consent for the erection of a block of flats or residential building on an erf smaller than the prescribed area in sub-paragraph (a) above.
- (c) Save with the consent of the Council even smaller than 1 000m² may be used for the erection of Residential Buildings or Block of Flats within the following areas:
- (i) Swakopmund; South of Bahnhof Street, west of Lüderitz Street and north of Rhode Allee / Cordes Street / Swakop Street.
 - (ii) Tamariskia;
 - (iii) Mondesa

Council may in certain cases, beyond the control of the applicant, give its special consent for the erection of a block of flats or residential buildings on an erf smaller than the prescribed area. The prescribed area in the "General Residential 2" zone is 900m² to 1000m². Erf 680, Mondesa Extension 2 is approximately 800m². The applicant therefore requests that Council considers this application in terms of the aforementioned clause.

Density Considerations

The property currently accommodates four (4) dwelling units, which contradicts the provisions of the zoning scheme for the "Single

Residential" zone. Building plans were approved by Council in 1987 which had six units and a shared kitchen and bathroom area. Internal changes were then made to the building, which brought the units down to four (4), without tempering with the existing buildings.

For the current situation to be brought into conformity with the Swakopmund Zoning Scheme, a density of 200m² would have been ideal, however the zoning scheme does not have an intermediate density of 1:200m². A density of 1:100m² is therefore deemed appropriate. The earliest zoning scheme on record is "amendment scheme No. 3" of 1990, meaning the plans were approved prior to the approval of the amendment scheme. This proposal is therefore a means of aligning the development on site with the zoning scheme. A density of 1:100m² will allow for the development of eight units should the applicant wish to develop the property to its full potential. See **Annexure B** for the approved building plan of 1987.

Given that the property accommodated six units since the year 1987, the changes in terms of demand on the services cannot be quantified, however, the betterment fee to be levied to the applicant will contribute to the upgrade of services as a result of the proposed development.

9. Conclusion

The proposed rezoning of Erf 680, Mondesa Extension 2 from "single residential" with density of 1:600m² to "general residential 2" with a density of 1:100 m² is not foreseen to have any significant negative impacts on the area. Furthermore, the envisaged development will not be out of context with the current characteristics of the area as the area as there are few general residential zoned properties in the vicinity.

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

RECOMMENDED:

- (a) That the rezoning of Erf 680, Mondesa, Extension 2 from "*Single Residential*" with a density of one dwelling per 600m² to "*General Residential 2*" with a density of one dwelling per 100m² in terms of Section C: General Residential 2 Zone, paragraph 2, sub-paragraph 2.3 (b) be approved.
 - (b) That the rezoning of Erf 680, Mondesa, Extension 2 be subject to a compensation fee calculated according to the Betterment Fee Policy of 2009 and be paid by the applicant before any business registration and / or submission of building plans to the Engineering and Planning Services Department for approval.
 - (c) That the applicant provides proof that the rezoning of Erf 680, Mondesa, Extension 2, has been approved by the Minister and promulgated before any business registration and/or submission of building plans to the Engineering and Planning Services Department for approval.
 - (d) That parking be provided on-site in line with the Swakopmund Zoning Scheme.
-

ANNEXURE A

P.O. BOX 467 SWAKOPMUND

TEL: 0812444441

EMAIL: NAMPLAN@NAMPLAN.AFRICA



Chief Executive Officer
Municipality of Swakopmund
P.O. Box 53
SWAKOPMUND
Namibia
13001

20 April 2023

Dear Sir

APPLICATION FOR REZONING OF ERF 680, EXTENSION 2, MONDESA, SWAKOPMUND FROM "SINGLE RESIDENTIAL" WITH A DENSITY OF 1:600M² TO "GENERAL RESIDENTIAL 2" WITH A DENSITY OF 1:100

Application is herewith made, on behalf of our client and owner of Erf 680 (Annexure D), for the rezoning of the Erf 680, Extension 2, Mondesa from "Single Residential" with a density of 1:600m² (Annexure B) to "General Residential 2" with a density of 1:100 (Annexure C). In order to proceed to Ministerial level for approval it is needed to obtain Council approval for the said intentions.

1. BACKGROUND

Erf 680 is located in Extension 2 Mondesa which is a predominated residential area. Currently the erf accommodates 4 vandalized and damaged residential units/flats on the property. These dilapidated and vandalised units has been in this state for many years and eye sore for the surrounding property owners. The property is also used for criminal activities as it is not occupied by anyone and thus creating unsafe space for the community.

2. LOCALITY, ZONING AND ERF SIZE

Erf 680 are situated along 11th Avenue (Annexure A) in the residential neighbourhood of Mondesa. Erf 5831 measures 800m² in size and currently has a "Single Residential" zoning with a density of 1:600m². As mentioned earlier, the erf currently accommodates 4 dilapidated and vandalised residential units on it.



3. OWNERSHIP

Ownership of Erf 680 Mondesa vests with Mr D D Hotto and is held by Deed of Transfer T4320/2022 (Annexure E).

4. ACCESS TO THE PROPERTY

Access to the property shall be obtained via the existing street network that is currently supplying access to the property. 11th avenue is approximately 12 meters wide and is more than able to accommodate access to the property for then intended purposes. Furthermore, access to the erf can also be obtained from Rakotoka Street as the erf is bordered between these 2 streets. This street is also 12 meter wide road will also easily accommodate extra traffic generated by the proposed rezoning.

5. TOPOGRAPHY

Erf 680 is located in an already built up area located on the Western out skirt of Mondesa in Swakopmund. The property is developed already with restorations that will be done to the existing dilapidated structures if approval is obtained. The landscape can be described as slightly sloping towards the north western direction with soft top soil structure.

6. INFRASTRUCTURE

Any upgrades required by this development in terms of infrastructure requirements shall be dealt with as the project is ongoing and shall be the responsibility of the owner. Any needs shall be communicated to the relevant institutions in this regard. It is not expected that the proposed rezoning will require any significant changes in terms of infrastructure in its current form.

7. MOTIVATION AND INTENTION

Erf 680 Mondesa has for many years stood vacant with these vandalised and damaged structures on it. The property as mentioned earlier in this application used to have 4 residential dwellings (units/flats) on it that was used for housing. These units are now vandalised and the property, not only being an eye sore, it is also dangerous for the community. When this property was made available on the market, our client saw the opportunity to renovate the current structures on the property and restore the erf to its former state before it became run down and vandalized.

As the property is zoned Single residential with a density of 1:600, 4 units is not allowed to be constructed on the property hence the reason our client is applying for the rezoning. According to Clause 5, Paragraph C, Sub-paragraph 2.3(b), (c) of the Swakopmund Zoning Scheme No. 12, Council may in certain cases give its consent for the erection of flats on a property smaller than the prescribed area as indicated in the zoning scheme.

Due the above mentioned, it cannot be seen how the proposed development of our client will not have any negative or detrimental impacts on the existing character of the area in question. This development will as a matter of fact contribute positively the current character of the area and Swakopmund as a whole.

8. PARKING

An issue that usually arises from such applications and proposed developments is the issue of vehicular parking. It should therefore be noted that provision of on-site parking will be provided on site according to the provisions as contained within the Swakopmund Zoning Scheme No. 12.

9. PUBLIC PARTICIPATION

Notices for the rezoning of Erf 680 Mondesa, was placed in the New Era and the Republikein newspapers on 8 & 15 March 2023. Closing dates for objections/comments was on the 30 March 2023. Neighbouring properties have also been requested for their comments/objections and no objections were received by the closing time for objections. Attached please find copies of letters sent to neighbors via registered post (Annexure G) as well as copies of notices placed in the newspapers (Annexure F). A notice was also placed on the erf and the Municipal Notice Board for public comments (Annexure H). The application was also advertised in the Government Gazette (Annexure F). To date, not comments or objections was received from the general public to the proposed rezoning.

10. CONCLUSION

With reference to the above, there exist no reasons that are of such nature that the intention of the client cannot be supported. It is herewith that Council is requested to grant its approval for the intentions of our client. In order for the current buildings on the property to be in line with the Swakopmund Zoning Scheme No. 12 regulations, it is required to have a "General Residential 2" zoning for which our client is now applying for. The fact that no objections were received from the general public during the public participation stages also gives a clear indication that the proposed rezoning is favorable and generally accepted by the public.

11. APPLICATION

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

- **Rezoning of Erf 680, Swakopmund, from "Single Residential" with a density of 1:600m² to "General Residential 2" with a density of 1:100m²**

It is trusted that you find the above application in order.

Yours Faithfully,

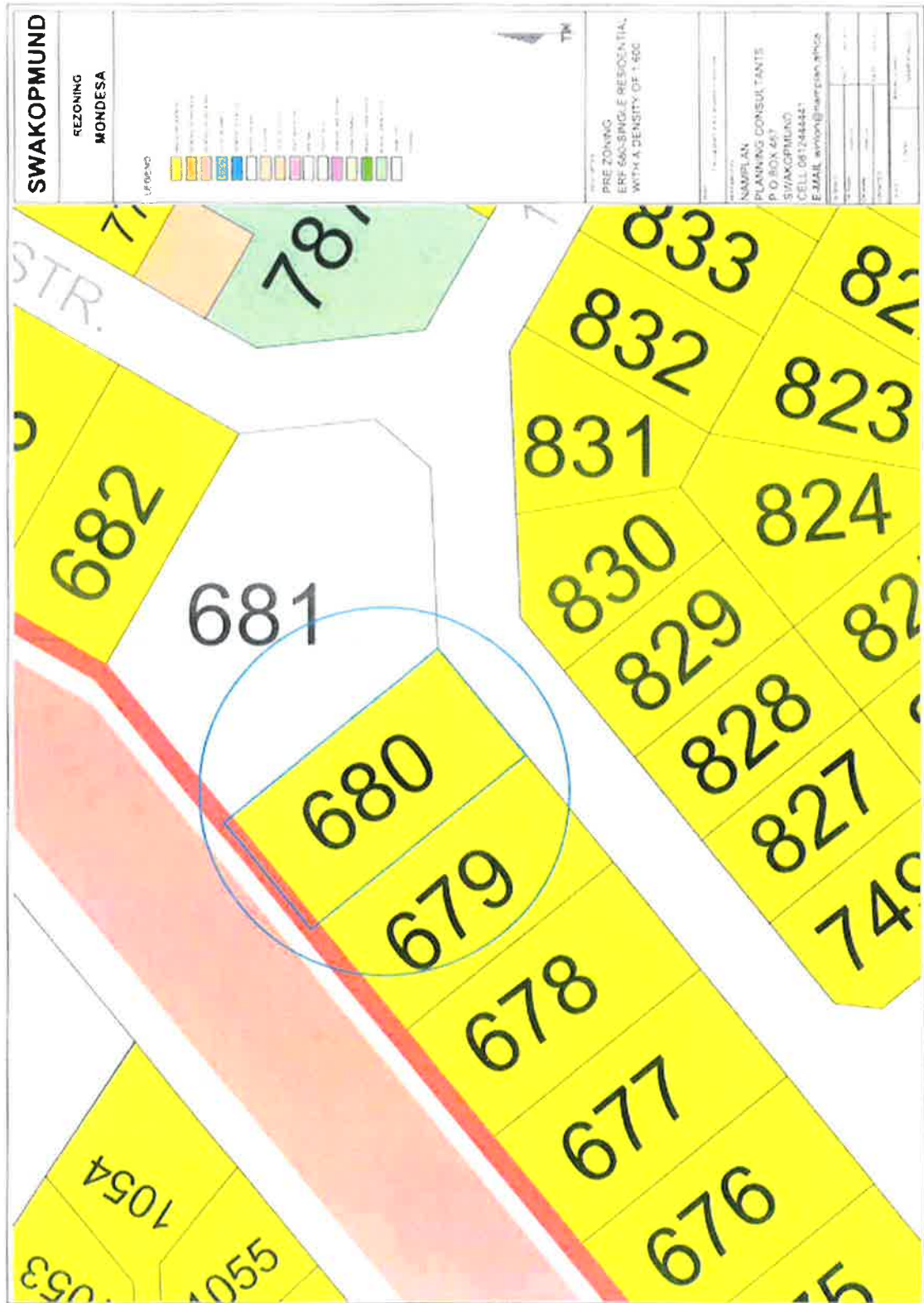


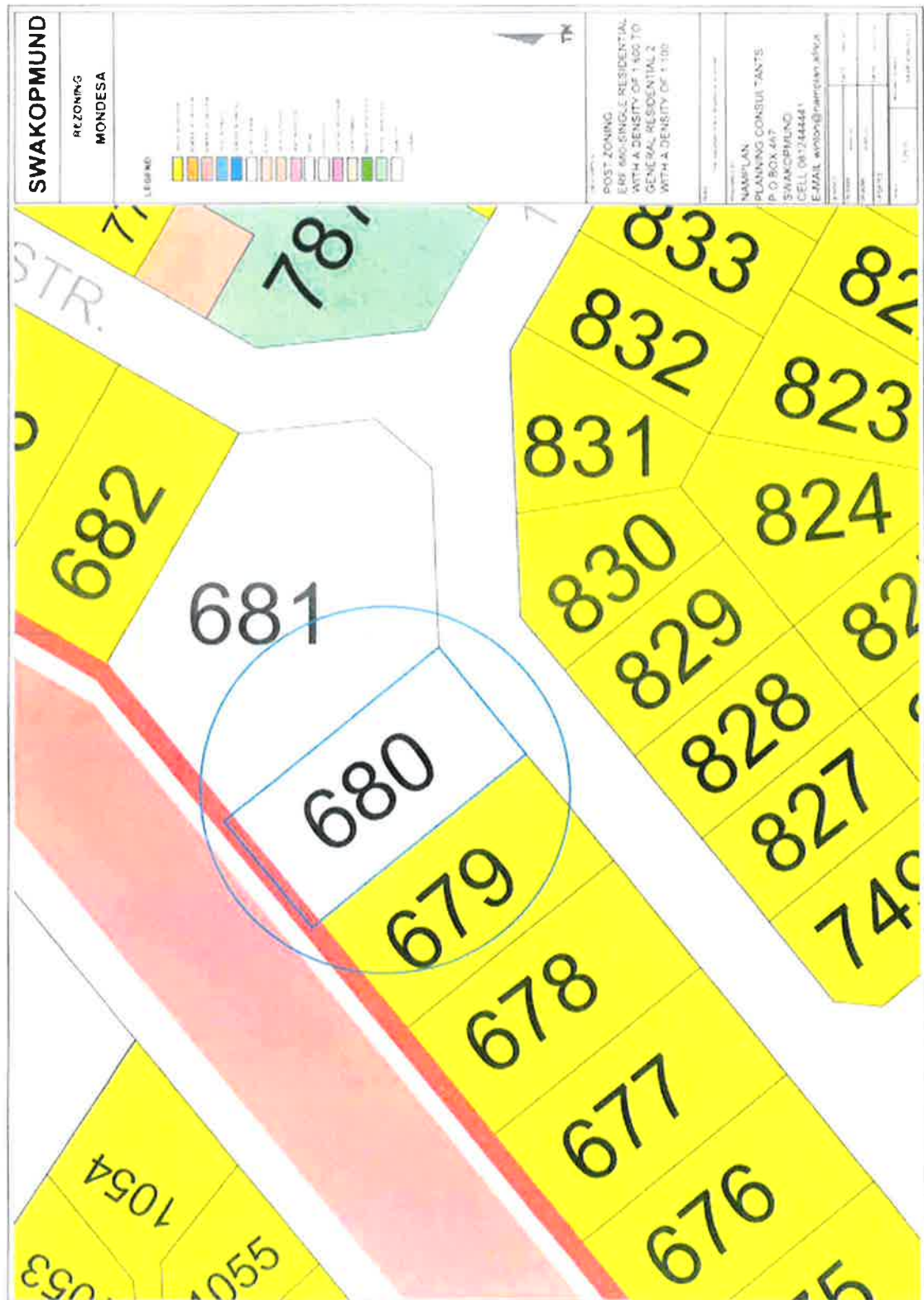
A R van der Westhuizen



W I van der Westhuizen









SPECIAL POWER OF ATTORNEY

I, the undersigned

DEON DANIEL HOTTO (I.D NO. 90102900388)

In my capacity as

OWNER OF ERF 680, MONDESA, EXTENSION 2, SWAKOPMUND

Do hereby nominate, constitute and appoint

NAMPLAN TOWN PLANNING CONSULTANTS & PROJECTS CC, P.O. BOX 467,
SWAKOPMUND

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

- REZONING OF ERF 680, MONDESA, EXTENSION 2, SWAKOPMUND FROM "SINGLE RESIDENTIAL" WITH A DENSITY OF 1:600M² TO "GENERAL RESIDENTIAL 2" WITH A DENSITY OF 1:100M²

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

SIGNED at Swakopmund this 7 day of March 2023

In the presence of the undersigned witnesses.

WITNESSES:

1. B. B.2. A. L.

D D HOTTO

Deed of Transfer No.

T 4320 / 2022

in re

Erf No 680 Mondesa (Extension 2)

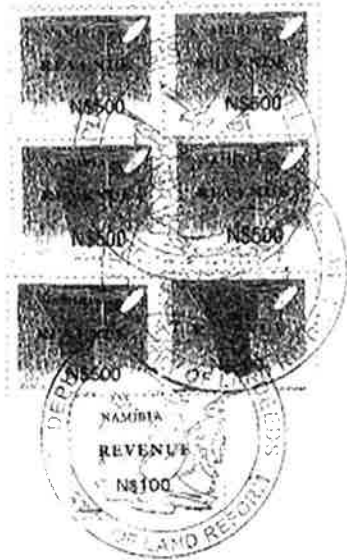
in favour of:

Deon Daniel Hotto


DELPORT LEGAL PRACTITIONERS

Bismark Village Unit 5, Church Street, Windhoek

Tel: +264 61 233 441



Prepared by me:


 CONVEYANCER
 SWANEPOEL, P. J.
Deed of Transfer No.**T 4320 / 2022**

BE IT HEREBY MADE KNOWN:

THAT **CARICIA ANNETTE BASSON** and/or **PHILIPPUS JACOBUS SWANEPOEL**

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

ALBERTINE CLOETE**Identity Number: 580324 0028 1****Unmarried**

Hm

dated the 26th day of MAY 2022 and signed at SWAKOPMUND, NAMIBIA.

Y

J

Identity Number: 901029 0038 8

His, Executors, Administrators or Assigns.

AND HELD BY : Deed of Transfer No. T 4236/2009

IN FAVOUR OF THE LOCAL AUTHORITY

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

Abstract

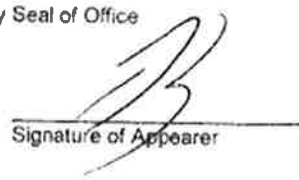


- 3 -

WHEREFORE the Appearer, renouncing all the Right and Title which the said TRANSFEROR heretofore had to the premises, did, in consequence, also acknowledge the said TRANSFEROR to be entirely dispossessed of, and disentitled to, the same; and that, by virtue of these presents, the said TRANSFEREE, his Heirs, Executors, Administrators or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights, and finally acknowledging that the purchase price is the sum of N\$880,000.00.

SIGNED AT WINDHOEK on 2022-07-06

together with the Appearer, and confirmed with my Seal of Office

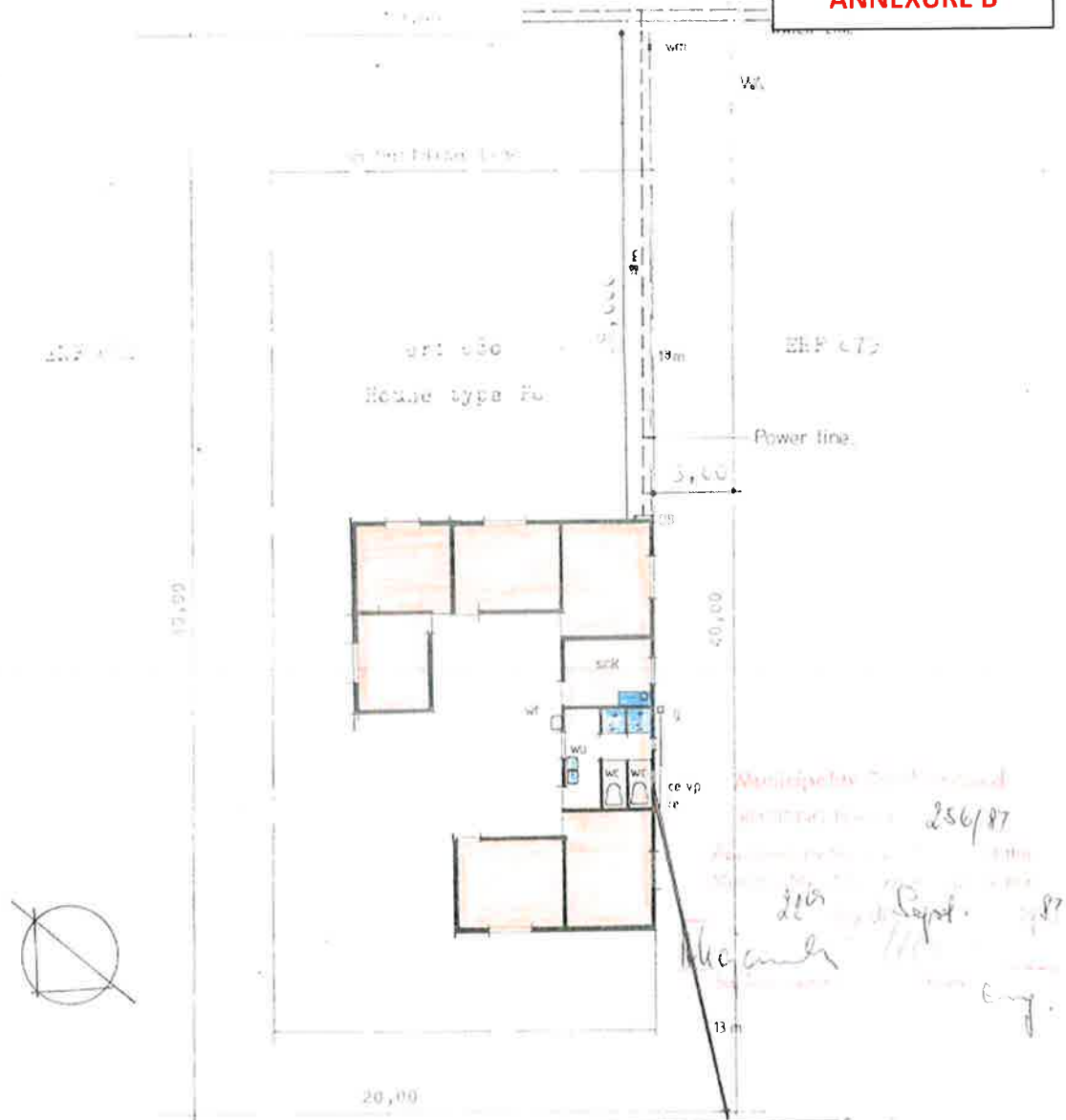

Signature of Appearer

IN MY PRESENCE

REGISTRAR OF DEEDS



ANNEXURE B



11.1.9 **REZONING OF ERF 3112, MONDESA EXTENSION 6 FROM "SINGLE RESIDENTIAL" WITH A DENSITY OF 1:300M² TO "PARASTATAL"**
(C/M 2023/11/30 - M 3112)

Ordinary Management Committee Meeting of 09 November 2023, Addendum 8.4 page 35 refers.

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

1. Purpose

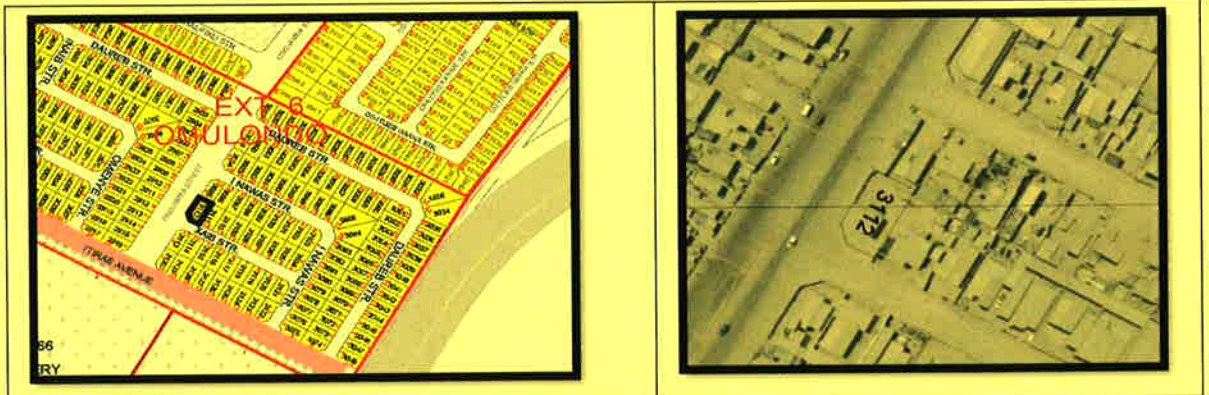
The purpose of this submission is for Council to consider the application for the rezoning of Erf 3112, Mondesa Extension 6 from "Single Residential" with a density of 1:300m² to "Parastatal".

2. Introduction and Background

An application was received by the Engineering and Planning Services Department for the rezoning of Erf 3112, Mondesa, Extension 6 from "Single Residential" with a density of 1:300m² to "Parastatal" from Van der Westhuizen Town Planning & Properties cc. The application is attached as **Annexure A**.

3. Zoning, Size and Locality

Erf 3112, Mondesa, Extension 6 is zoned "Single Residential" with a density of 1:300m² and is 330m² in extent. Erf 3112, Mondesa Extension 6 is located along Ondjamba Street and currently has a substation located on it.



Locality of Erf 3112 Mondesa Ext 6

4. Ownership

The ownership of Erf 3112, Mondesa Extension 6 vests in the Municipal Council of Swakopmund by means of proclamation. The Municipal Council of Swakopmund and the Erongo Regional Electricity Distributor Company (Pty) entered into an agreement which allows Erongo RED to transfer all substations into their name. This has necessitated this application.

5. Access, Municipal Services and Parking

Access to Erf 3112, Mondesa Extension 6 is provided via Ondjamba Street. The property will not require a connection to existing Municipal services due to the nature of the use being the electrical substation. Any further needs that might be required in terms of access and services will be communicated between Council and Erongo RED.

6. Public Participation

The proposed rezoning was advertised in the Republikein and New Era Newspapers on the 28th August 2023 and the 4th September 2023. A notice was also placed on site and was published in the Government Gazette, dated 18th September 2023. Neighbouring property owners were additionally notified in writing of the intent by registered mail. The last date for the submission of comments and objections was the 18th September 2023. No objections were received. Please see proof of notice report attached as **Annexure B**.

7. Rezoning

It is the intention of the owner to rezone Erf 3112, Mondesa Extension 6 from "Single Residential" with a density of 1:300m² to "Parastatal" in order to accommodate an existing electrical substation. According to the applicant, the option to subdivide was considered, however, due to the size of the Erf and the location of the substation on the Erf, the resulting properties will be too small to be used for anything tangible. It is against this background that the decision was taken that the rezoning will be optimal in light of the financial benefits vs the actual costs involved.

8. Discussion

The purpose of this application is for the execution of the agreement between Council and the Erongo Regional Electricity Distributor Company (Pty) which speaks to the transfer of erven with substations located on them from Council to the Erongo Regional Electricity Distributor Company (Pty). There are therefore no negative implications foreseen to the area as a result of the proposed rezoning.

9. Compensation

No compensation in respect of betterment is applicable to the application as the ownership of the property vests in Council.

10. Conclusion

The rezoning of Erf 3112, Mondesa Extension 6 is not foreseen to have any adverse impacts on the area and should be supported.

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

- (a) That the rezoning of Erf 3112, Mondesa Extension 6 from "*Single Residential*" with a density of 1:300m² to "*Parastatal*" be approved.
 - (b) That the rezoning of Erf 3112, Mondesa Extension 6 from "*Single Residential*" with a density of 1:300m² to "*Parastatal*" is not subject to a compensation fee with respect to betterment.
 - (c) That any need for the provision of municipal services to the property will be for the account of the applicant to the satisfaction of the General Manager: Engineering and Planning Services.
 - (d) That the property be transferred into the name of the Erongo Regional Electricity Distributor Company (Pty) once statutory procedures are finalized.
-

ANNEXURE A

M 312

TOWN PLANNING & PROPERTIES

ERF 3112
SWAKOPMUND, MONDESA

Chief Executive Officer
Municipality of Swakopmund
PO Box 53
Swakopmund
Namibia

19 September 2023

Dear Sir,

APPLICATION FOR THE REZONING OF ERF 3112, MONDESA, EXTENSION NO. 6, SWAKOPMUND, FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:300M² TO PARASTATAL.

Van der Westhuizen Town Planning & Properties cc has been appointed by our client, the owner of Erf 3112, Mondesa, Extension No. 6, Swakopmund, to undertake all necessary statutory steps for the:

- **REZONING OF ERF 3112, MONDESA, EXTENSION NO. 6, SWAKOPMUND, FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:300M² TO PARASTATAL.**

Application is herewith made in terms of Section 105 (1) of the Urban and Regional Planning Act of 2018 to the Municipality of Swakopmund for statutory approval of the processes indicated above.

1. BACKGROUND

The Municipality of Swakopmund and Erongo Red Electrical Distributors entered into an agreement which will allow Erongo Red to transfer all substation into their name. Due to the complexity of historical events it is in most cases necessary to subdivide both Municipal owned and privately owned properties in order to create a separate property for the substations. Only once the properties have been subdivided and/or rezoned can the transfer of the substations be affected.

In certain cases as in the current application, the property is very small and the substation is situated in the middle of the erf. This in our opinion is not worth subdivision as the remainders will be too small and very useless in nature. It is recommended that these properties, due to their limited size, be transferred to the name of Erongo Red Electricity Distributors.

2. LOCALITY AND SIZE

Erf 3112, is located along Ondjamba Street in Mondesa Extension No. 6 (**Annexure A**). The area is considered as an already established township being purely residential in nature. Erf 3112, Mondesa, Extension No. 6, Swakopmund, currently measures approximately 330m² in extent. Due to the size of the property and the location of the substation on the property it is recommended not to subdivide but rather rezone to Parastatal and transfer the whole property to Erongo Red.

3. OWNERSHIP

Erf 3112 is yet to be registered in the name of Municipality of Swakopmund although it is already the property of the Municipality by means of proclamation and Approved General Plan (**Annexure B**). Once the Rezoning is concluded the erf will be transferred and registered in the name of Erongo Red. The Power of Attorney's for the proposed intentions were also given by the owners and is attached as "**Annexure C**" (**Absent as Council is owner**).

4. INTENTION OF THE CLIENT FOR PROPOSED SUBDIVISION AND REZONING

It is the intention to rezone Erf 3112, Mondesa, Extension No. 6 from "Single Residential" with a density of 1:300m² (**Annexure D1**) to "Parastatal" (**Annexure D2**), in order to accommodate an existing electrical substation. Erf 3112 will then, after the statutory processes have been completed, be transferred into the name of Erongo Red Electrical Distributors.

The option to subdivide the property was investigated and it was concluded that the financial benefit compared the actual costs involved will it not be worthwhile. It will be very impractical and create unwanted small portions of no use.

According to the General Plan: S.G. No. A195/2003 (**Annexure B1**) Erf 3112 measures 330m² in extent and is suitable for the intension to rezone to Parastatal.

5. TOPOGRAPHY

Erf is 3112, Mondesa, is relatively flat with no gradient visible on the property. The Erf is currently being used for the purposes of the existing Erongo Red Substation. The property is already developed and highly disturbed by human activity. There exist no natural features on the property that will impact on the intentions of our client.

6. ACCESS AND SERVICES

Access to the newly proposed Portion A shall be obtained from the existing internal road network being Ondjamba Street. The property will not require connection to any Municipal services due to the nature of its use being and electrical substation and situated along the street frontage of Ondjamba Street. Any further needs that might be required in terms of access and services shall be communicated between all parties and be dealt with accordingly.

7. PUBLIC PARTICIPATION

Advertisements for the subdivision and rezoning of Erf 3112, Mondesa, Extension No. 6, Swakopmund, was placed in the New Era and Republikein on 28 August 2023 & 4 September 2023 (**Annexure E**). Neighboring properties have also been requested for their comments. Attached please find copies of letters to neighbors via registered post (**Annexure F**). Notice was also placed on the erf for public comments (**Annexure G**). Copy of advertisement placed in the in the Government Gazette (**Annexure H**). Closing dates for objections was on the 18 September 2023 for newspaper adverts and 18 September 2023 for Government Gazette.

8. NEIGHBOURS AND PUBLIC COMMENTS

No response was received from the neighbours and the Public. Confirmation received from the Municipality that no objections were submitted is attached as **Annexure I**.

10. APPLICATION

On behalf of our client, the Municipality of Swakopmund, we herewith formally apply to Council for approval of the:

- **REZONING OF ERF 3112, MONDESA, EXTENSION NO. 6, SWAKOPMUND, FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:300M² TO PARASTATAL.**

It is trusted that you find the above application in order and should any uncertainties arise, please do not hesitate to contact us at the details provided.

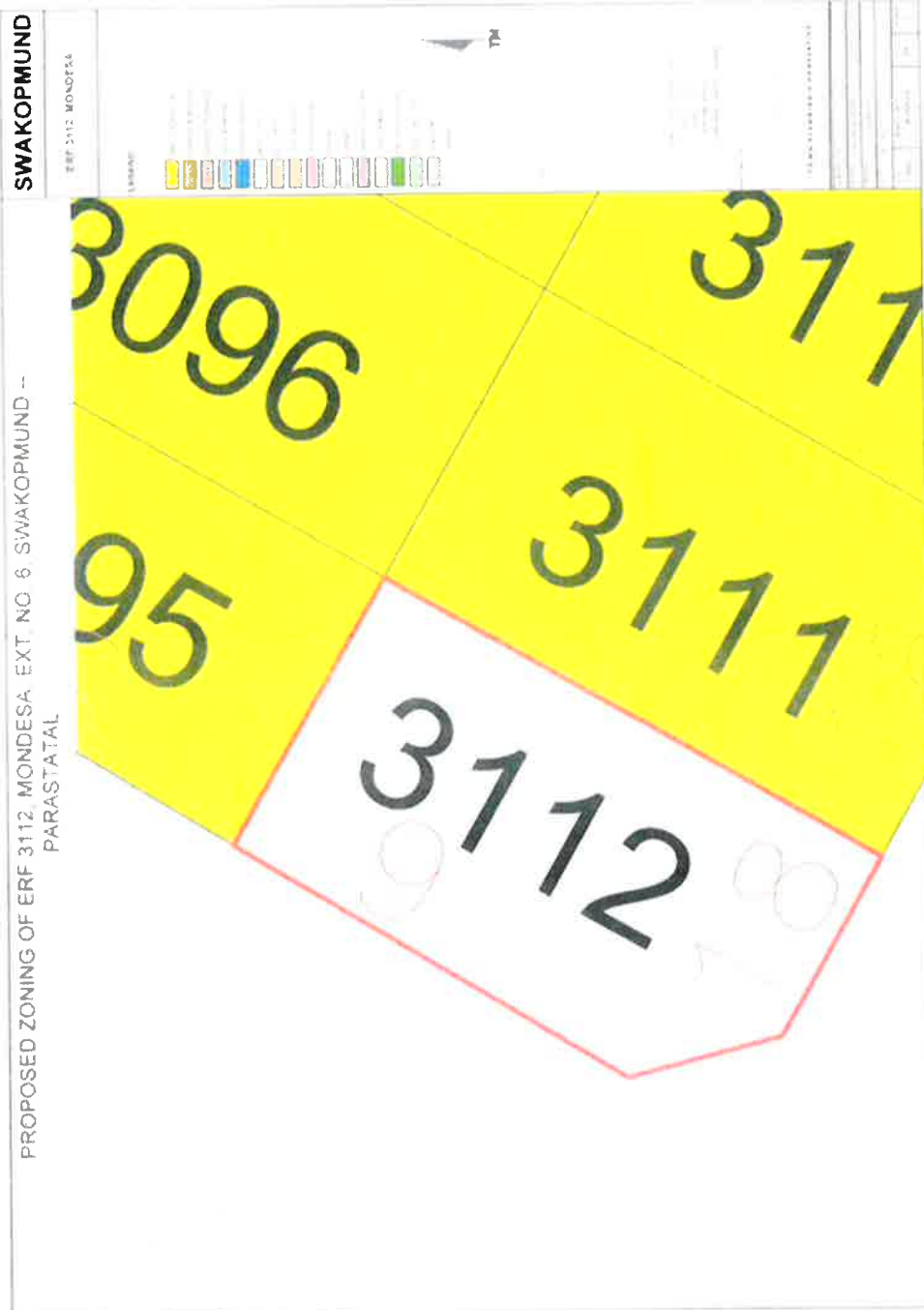
Yours Faithfully,



A R VAN DER WESTHUIZEN

LIST OF ANNEXURES

Annexure A:	Locality Plan
Annexure B:	Conditions of Establishment
Annexure B1:	Approved General Plan
Annexure C:	Power of Attorney
Annexure D1:	Current Zoning
Annexure D2:	Proposed Zoning
Annexure E:	Newspaper Notices
Annexure F:	Proof of Registered Mail
Annexure G:	Site and Municipal Notice
Annexure H:	Government Gazette Notice
Annexure I:	Response from Public



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No advertisements will be accepted telephonically.

Annexure

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by F. H. L. LUTSEN, of a letter
most graciously the High Court



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Kleinadvertising
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002 Inhoud	006 Inhoud
003 Inhoud	007 Inhoud
004 Inhoud	008 Inhoud
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Monday 4 September 2023

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by V. D. Waldman, Town Planning & Research

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2	P.O. Box 2026 Sancti Spiritus R. Rojas	 RR 012 448 286 NA
3	P.O. Box 1901 Sancti Spiritus	 RR 012 448 290 NA
4	A. Cordero P.O. Box 4001 Barba	 RR 012 448 309 NA
5	R. Noguera P.O. Box 1070 Sancti Spiritus A. Tuelynia	 RR 012 448 312 NA
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7	A. Jara (Ato) P.O. Box 2119 Sancti Spiritus	 RR 012 448 330 NA
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P1/185

Date stamp


TOWN PLANNING & PROPERTIES

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+264 81 127 3142
andrew.van.der.westhuizen@tpp.com.na

Your Ref: Erf 3112, MONDESA EXT. 6

ERF 2912, MONDESA, EXT. 6
GOAGOSSES A
P O BOX 4061
VINETA, SWAKOPMUND
13003

28 AUGUST 2023

Dear Sir/Madam,

APPLICATION FOR REZONING OF ERF 3112, MONDESA, EXTENSION 6, SWAKOPMUND, FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:300M² TO PARASTATAL.

Please take note that Van Der Westhuizen Town Planning and Properties CC, on behalf of our client, intends to apply to the Swakopmund Municipal Council for the Rezoning of Erf 3112, Mondesa, Extension No. 6, Swakopmund, from Single Residential with a density of 1:300m² to Parastatal.

REZONING OF ERF 3112, MONDESA, EXTENSION 6, SWAKOPMUND, FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:300M² TO PARASTATAL.

Erf 3112, Mondesa, Swakopmund, currently measures approximately 330m² in extent and is located along Ondjamba Street in Mondesa Extension No. 6. The property is currently being utilized for the purpose of Erongo Red Substation. It is the intention to rezone the property and transfer the property to Erongo Red Electrical Distributors. It is thus required and necessary to formally apply to the Local Authority and the Ministry of Urban and Rural Development for the proposed rezoning of the property.

Please further take note that -

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

Please be advised that the written objection must be forwarded within the prescribed time as required by the Urban and Regional Planning Act of 2018. Such written objection or comment must therefore be submitted by no later than 17:00 on 18 September 2023.

Yours Faithfully,


A R VAN DER WESTHUIZEN







GOVERNMENT GAZETTE

OF THE

REPUBLIC OF NAMIBIA

N\$31.20

WINDHOEK - 1 September 2023

No. 8203

CONTENTS

Page

GOVERNMENT NOTICES

No. 273	Declaration of continuous operations of Heifang Mining Technologies (Pty) Ltd at Rossing Uranium Mine: Labour Act, 2007	3
No. 274	Declaration of Aushilik Extension 1 to be an approved township: Urban and Regional Planning Act, 2018	4
No. 275	Notification of approval of amendment of Mariental Zoning Scheme: Urban and Regional Planning Act, 2018	5
No. 276	Notification of approval of amendment of Grootfontein Zoning Scheme: Urban and Regional Planning Act, 2018	5
No. 277	Notification of approval of amendment of Swakopmund Zoning Scheme: Urban and Regional Planning Act, 2018	5
No. 278	Notification of approval of amendment of Windhoek Zoning Scheme: Urban and Regional Planning Act, 2018	6
No. 279	Notification of approval of amendment of Otukuku Zoning Scheme: Urban and Regional Planning Act, 2018	6
No. 280	Notification of approval of amendment of Rundu Zoning Scheme: Urban and Regional Planning Act, 2018	6
No. 281	Notification of approval of amendment of Ondangwa Zoning Scheme: Urban and Regional Planning Act, 2018	7
No. 282	Notification of approval of amendment of Walvis Bay Zoning Scheme: Urban and Regional Planning Act, 2018	7
No. 283	Notification of alteration of boundaries of approved township of Hentiesville Extension II: Urban and Regional Planning Act, 2018	7
No. 284	Notification of alteration of boundaries of approved township of Rundu Extension 3: Urban and Regional Planning Act, 2018	8

8203	Government Gazette 1 September 2023	3
No. 542	Rezoning of Erf 1911 (a portion of Erf 1980), Mozart Street, Windhoek	27
No. 543	Rezoning of Erf 3840, Oveeruar Street, Windhoek	28
No. 544	Rezoning of Erf 2385, Veronica Street, Klein Windhoek	28
No. 545	Rezoning of Erf 2965, corner of Petunia and Rand Streets, Khomasdal Extension 3	29
No. 546	Rezoning of Erf 1189, Johnson Street, Windhoek	30
No. 547	Rezoning of Erf 358, Oshakati Proper	31
No. 548	Rezoning of Erf 417, Mandume Ndenzayo Avenue, Windhoek	31
No. 549	Rezoning of Erf 4900, Piral van Hartes Street, Khomasdal Extension 4	32
No. 550	Rezoning and Submission of Erf 2468, Katima Mulilo Extension 9	33
No. 551	Rezoning and Submission of Erf 2423, Katima Mulilo Extension 9	34
No. 552	Rezoning and consolidation of Erf 216, Block D, Rehoboth into consolidated Erf X	34
No. 553	Rezoning of Erf 3112, Moudesa Extension 6, Swakopmund	35
No. 554	Rezoning of Erf 2699, Moudesa Extension 5, Swakopmund	36
No. 555	Rectification of an existing encroachment on Erf 5488, Ondangwa Extension 25	37
No. 556	Permanent closure of Erf 2279, Numboshi Extension 1	38
No. 557	Permanent closure of Erf 2284, Numboshi Extension 1	38
No. 558	Statement of assets and liabilities as at 31 July 2023	39

Government Notices

MINISTRY OF LABOUR, INDUSTRIAL RELATIONS AND EMPLOYMENT CREATION

No. 273 2023

DECLARATION OF CONTINUOUS OPERATIONS OF BEIFANG MINING TECHNOLOGIES (PTY) LTD AT ROSSING URANIUM MINE: LABOUR ACT, 2007

Under section 15(1) and (2) of the Labour Act, 2007 (Act No. 11 of 2007), I declare the operations of Beifang Mining Technologies (Pty) Ltd at Rossing Uranium Mine to be continuous operations and permit the working of continuous shifts of not more than eight hours per day in respect of those operations, with effect from 1 August 2023 until 31 July 2026.

U. NUJOMA
MINISTER OF LABOUR, INDUSTRIAL RELATIONS
AND EMPLOYMENT CREATION

Windhoek, 16 August 2023

- Consent to commence with the proposed development while the rezoning is in progress.

Erf No. 216, Block B, Rehoboth measures approximately 11 667m² in extent and is zoned "General Residential" with a density of 1:100, whereas Erf No. 129, Block B, Rehoboth measures approximately 1722m² in extent and is zoned "Institutional" according to the Rehoboth Zoning Scheme. The Rehoboth United Congregational Church desires to legally rezone their property from "General Residential" with a density of 1:100m² to "Institutional" to accommodate the current institutional activities that are occurring on the property. The church wishes to further consolidate Erf 216 with Erf 129 to operate its institutional activities under one property which will allow the church to maximize the space available.

Sufficient parking for the development will be provided in accordance with the requirements of the Rehoboth Zoning Scheme.

The plan of the erf lies for inspection on the Town Planning Notice Board at the Rehoboth Town Council and at Harmonic Town Planning Offices, 768 Pasteur Street, Windhoek West.

Any person objecting to the proposed use of the land as set out above may lodge such objection together with the grounds thereof, with the Rehoboth Town Council and with the Applicant in writing within 14 days of the last publication of this notice (final date for objections is Friday, 15 September 2023).

Contact: H. Kisting
Harmonic Town Planning Consultants CC
Town and Regional Planners
P.O. Box 3216, Windhoek
Cell 081 127 5879; Fax 088 646 401
Email: hkisting@namibnet.com

No. 553

2023

REZONING OF ERF 3112, MONDESA EXTENSION 6, SWAKOPMUND

Notice is hereby given in terms of the Urban and Regional Planning Act, 2018 that **Van Der Westhuizen Town Planning and Properties CC**, on behalf of the registered owner Erf 3112, Mondesa Extension 6, Swakopmund, intends to apply to the Swakopmund Municipal Council and intends on applying to the Urban and Regional Planning Board (URPB) for the following:

- Rezoning of Erf 3112, Mondesa Extension 6, Swakopmund, from Single Residential with a density of 1:300m² to Parastatal.

Erf 3112, Mondesa, Swakopmund, currently measures approximately 330m² in extent and is located along Ondjamba Street in Mondesa Extension 6. The property is currently being utilized for the purpose of Erongo Red Substation. It is the intention to rezone the property and transfer the property to Erongo Red Electrical Distributors. It is thus required and necessary to formally apply to the Local Authority and the Ministry of Urban and Rural Development for the proposed rezoning of the property.

Further take note that –

- (a) the plan of the erf can be inspected at the Public Notice Board of the Swakopmund Municipality located on the Corner of Rakotoka Street and Daniel Kamho Avenue.

- (b) any person having objections to the proposed rezoning or who wants to comment thereon, may lodge such objections and comments, together with the grounds thereof, in writing to the Municipality and the applicant within 14 days of the last publication of this notice.

Be advised that the written objection must be forwarded within the prescribed time as required by the Urban and Regional Planning Act, 2018. Such written objection or comment must therefore be submitted by no later than 17h00 on 15 September 2023.

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

No. 554

2023

REZONING OF ERF 2699, MONDESA EXTENSION 5, SWAKOPMUND

Notice is hereby given in terms of the Urban and Regional Planning Act, 2018 that **Van Der Westhuizen Town Planning and Properties CC**, on behalf of the registered owner Erf 2699, Mondesa, Extension No. 5, Swakopmund, intends to apply to the Swakopmund Municipal Council and intends on applying to the Urban and Regional Planning Board (URPB) for the following:

- **Rezoning of Erf 2699, Mondesa Extension 5, Swakopmund, from Single Residential with a density of 1:300m² to Parastatal.**

Erf 2699, Swakopmund, currently measures 321m² in extent and is located along Tiras Avenue in Mondesa Extension 5. The property is currently being utilized for the purpose of Erongo Red Substation. It is the intention to rezone the property and transfer the property to Erongo Red Electrical Distributors. It is thus required and necessary to formally apply to the Local Authority and the Ministry of Urban and Rural Development for the proposed rezoning of the property.

Further take note that –

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

Be advised that the written objection must be forwarded within the prescribed time as required by the Urban and Regional Planning Act, 2018. Such written objection or comment must therefore be submitted by no later than 17h00 on 15 September 2023.

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

VDWTP&P

From: Jennifer Batley <jbatley@swkmun.com.na>
Sent: Tuesday, September 19, 2023 11:57 AM
To: Andrew van der Westhuizen
Subject: RE: Objections against the rezoning of Erf 3112, Mondesa Ext. 6

Good day Andrew,

We have not received any objections.

Regards



JENNIFER BATLEY
 Admin. Officer - Town Planning / Engineering & Planning Services
 Municipality Swakopmund

101 Fikwaka Street & Daniel Khamu Avenue, Swakopmund
 ZIP Code: +264 68 410 44212 Email: jbatley@swkmun.com.na
www.swakopmund.com.na
www.swakopmund.com.na

From: Andrew van der Westhuizen <andrew@vdwtp.com>
Sent: Tuesday, September 19, 2023 9:20 AM
To: Jennifer Batley <jbatley@swkmun.com.na>; Johanna Angolo <jangolo@swkmun.com.na>
Subject: Objections against the rezoning of Erf 3112, Mondesa Ext. 6.

Good day,

Could you please be so kind as to inform us whether there were any objections against the rezoning of Erf 3112, Mondesa Ext. 6.

Kind Regards,

Andrew van der Westhuizen



Disclaimer:

- 11.1.10 **APPLICATION TO REDUCE FINE ISSUED TO OWNER OF ERF 4895 FOR UNAPPROVED CONSTRUCTION OF INDUSTRIAL COMPLEX**
(C/M 2023/11/30 - E 4895)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 8.5 page 56 refers.

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

**KINDLY
TAKE NOTE
THAT THIS
ITEM IS
WITHDRAWN
(PAGES 180 -
200)**

11.1.11 **SUBDIVISION OF ERF 3289, MONDESA, EXTENSION 7 INTO PORTION A AND REMAINDER AND SUBSEQUENT REZONING OF PORTION A FROM GENERAL BUSINESS WITH A BULK OF 1.0 TO PARASTATAL**
(C/M 2023/11/30 - M 3289)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 8.6 page 76 refers.

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

1. Purpose

The purpose of this submission is for Council to consider the subdivision of Erf 3289, Mondesa Extension 7 into Portion A and Remainder and subsequent rezoning of Portion A from "General Business" with a bulk of 1.0 to "Parastatal".

2. Introduction and Background

An application was received by the Engineering and Planning Services Department, from Namplan Town Planning Consultants, applying for the subdivision of Erf 3289, Mondesa Extension 7 into Portion A and Remainder and subsequent rezoning of Portion A from "General Business" with a bulk of 1.0 to *Parastatal*. The application is attached as **Annexure A**.

3. Zoning, Size and Locality

Erf 3289, Mondesa Extension 7 is located at the corner of Grootfontein Street and Waterberg Street. It measures 4362m², in extent. The proposed Portion A would measure approximately 27.50m². The erf is zoned "General Business" and is currently accommodates semi-constructed commercial buildings including a service station.

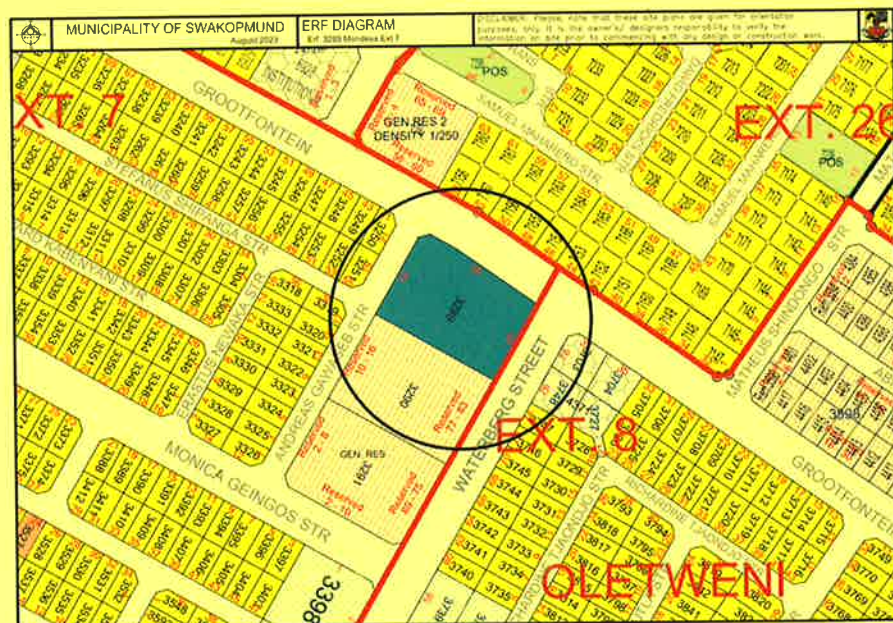


Figure 1: Erf 3289 Mondesa locality plan

4. **Ownership**

Erf 3289, Mondesa Extension 7 is registered in the name of Abisai Hashokuali Konstantinus as contained in the Deed of Transfer Number 5354/2020.

Access, municipal services

Access to Erf 3289, Mondesa Extension 7 is obtained from the existing street network which is 25m wide. The area is already fully serviced. However, the newly created erf will not require connection to any municipal services due to the nature of its use, being an electrical substation.

5. **Public Consultation**

The subdivision and rezoning of Erf 3289, Mondesa Extension 7 was published in the New Era and the Republikein on the 15th and 22nd May 2023. Property owners of the affected properties were also notified in writing. In addition, a notice was displayed on site and another notice was placed in the Government Gazette Number 8101 on the 1 June 2023. The closing date for objections was 8th June 2023 and no objections were received.

6. **Proposal**

Erf 3289, Mondesa Extension 7 will be subdivided into Portion A and Remainder. The subdivided Portion A is to be rezoned from "general business" to "parastatal". An area of Portion A measuring 27.5m² will be made available for the construction of an electrical kiosk in order to supply electricity to the various commercial activities planned on Erf 3289, Mondesa. Once the erf is duly created, it will be transferred the Erongo Regional Electrical Distributors.

The proposed subdivision will have the following effect:

Erf numbers	Proposed Sizes in m²	Zoning
<i>Portion A</i>	<i>27.50</i>	<i>Parastatal</i>
<i>Remainder Erf 3289</i>	<i>4334.50</i>	<i>General Business</i>
Total for Erf 3289	4362	General Business

7. **Evaluation**

The proposed development does not have any negative impact on the neighbourhood. instead, it enhances the electricity supply in the area. The transmission and supply of electricity is a listed activity in terms of the Environmental Management Act, 2007 (Act 7 of 2007). Therefore, an environmental impact assessment needs to be undertaken before submission of the application to the Urban and Regional Planning Board.

8. **Conclusion**

The proposed subdivision of Erf 3289, Mondesa Extension 7 into Portion A and Remainder and rezoning of a portion of the Remainder of Erf 3289, Mondesa Extension 7 from "general business" with a bulk factor of 1.0 to "parastatal" is not foreseen to have any adverse impacts on the area, the application can therefore be supported.

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

RECOMMENDED:

- (a) That the subdivision of Erf 3289, Mondesa, Extension 7 into Portion A and Remainder be approved.
 - (b) That the rezoning of Portion A from “*General Business*” with a bulk of 1.0 to “*Parastatal*” be approved.
 - (c) That an Environmental Clearance Certificate for the transmission and supply of electricity be obtained before submission of the rezoning application to the Urban and Regional Planning Board is made.
 - (d) That the subdivision of Erf 3289, Mondesa Extension 7 is subject to a compensation fee of 7.5% in respect of endowment fee in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) in conjunction with the Municipality of Swakopmund Property Policy.
 - (e) That the applicant provides proof that the rezoning has been approved by the Minister and promulgated before submission of any business registration and/or building plans to the Engineering and Planning Services Department for approval.
 - (f) That the title deed conditions registered against Erf 3289, Mondesa Extension 7 be retained for the Remainder of Erf 3289, Mondesa Extension 7, as follows:
 - (i) *The erf shall only be used or occupied for purposes which are in accordance with and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018);*
-



ANNEXURE A- APPLICATION

P.O. BOX 467 SWAKOPMUND

TEL: 0812444441

EMAIL: NAMPLAN@NAMPLAN.AFRICA



Chief Executive Officer
Municipality of Swakopmund
P.O. Box 53
SWAKOPMUND
Namibia
13001

14 July 2023

Dear Sir

APPLICATION FOR SUBDIVISION OF ERF 3289, EXTENSION 7, INTO PORTION "A" AND THE REMAINDER AND THE SUBSEQUENT REZONING OF PROPOSED PORTION "A" FROM "GENERAL BUSINESS" WITH A BULK OF TO 1.0 PARASTATAL"

Application is herewith made, on behalf of A H Konstantinus and owner of Erf 3289 (Annexure D), for the subdivision of erf 3289, Extension 7, Mondesa into Portion "A" and the Remainder (Annexure B) and the subsequent rezoning of proposed Portion "A" from "General Business" with a bulk 1.0 to "Parastatal". In order to proceed to Ministerial level for approval it is needed to obtain Council approval for the said intentions.

1. BACKGROUND

Erf 3289 is located in Extension 7, Mondesa which is a predominated residential area with a mix of commercial and high density residential uses located in close proximity. The erf was recently rezoned from "General Residential 2" with a density of 1:250m² to "General Business" with a bulk of 1.0 and currently accommodates semi-constructed commercial buildings on it. Due to the extent of the proposed development on Erf 3289, it was required by ErongoRED to make land available measuring 22.5m for the construction of an electrical substation/kiosk to cater for the development proposed on erf 3289 Mondesa.

2. LOCALITY, ZONING AND ERF SIZE

Erf 3289 are situated on the corner of Grootfontein Street and Waterberg Street in the residential neighbourhood of Mondesa. Erf 3289 measures 4362m² in size and currently has a "General Business" zoning (Annexure C). As mentioned earlier, the erf now currently accommodates semi-constructed commercial buildings on it.



3. OWNERSHIP

Ownership of Erf 3289 Mondesa vests with Mr A H Konstantinus and is held by Deed of Transfer T5351/2020 (Annexure E).

4. ACCESS TO THE PROPERTY

Access to the property shall be obtained via the existing street network that is currently supplying access to the property. Waterberg Street is approximately 25 meters wide and is more than able to accommodate access to the property for the intended purposes. Furthermore, access to the erf can also be obtained from Grootfontein Street as the erf is located on the corner of these 2 streets. Grootfontein Street is also a 25 meter wide road and will easily accommodate extra traffic.

5. TOPOGRAPHY

Erf 3289 is located in an already built up area located on the Northern out skirt of Mondesa in Swakopmund. The property is semi-developed already. The landscape can be described as flat with soft top soil structure.

6. INFRASTRUCTURE

Any upgrades required by this development in terms of infrastructure requirements shall be dealt with as the project is ongoing and shall be the responsibility of the owner. Any needs shall be communicated to the relevant institutions in this regard. It is not expected that the proposed rezoning will require any significant changes in terms of infrastructure in its current form.

7. MOTIVATION AND INTENTION

As mentioned earlier in this application, our client is in the process of developing the erf for commercial purposes. Due to the size of the development which consists of shops, offices, services station and associated other buildings, ErongoRED has requested that an area of 27.5m² be made available for the construction of an electrical kiosk in order to supply electricity to the various activities planned for Erf 3289 Mondesa. It must be mentioned that when the public participation was done, it was requested by ErongoRED to make 22.5m² available for the electrical kiosk. However, ErongoRED afterwards informed our client that they will require 27.5m² instead of the 22.5m² as discussed for the electrical substation.

Once this portion is subdivided, it must obtain a "Parastatal" zoning in order for this erf to be carried over in to the name of ErongoRED as they will be in charge of updating and maintaining this electrical kiosk.

Due the above mentioned, it cannot be seen how the proposed subdivision and rezoning of proposed Portion "A" will not have any negative or detrimental impacts on the existing character of the area. This development will as a matter of fact positively contribute the current character of the area and stimulate economy growth through job creation.

8. PARKING

An issue that usually arises from such applications and proposed developments is the issue of vehicular parking. It should therefore be noted that provision of on-site parking will be provided on site according to the provisions as contained within the Swakopmund Zoning Scheme No. 12. The proposed subdivision will not have any impacts on the provision of on-site parking.

9. PUBLIC PARTICIPATION

Notices for the subdivision and rezoning of Erf 3289 Mondesa, was placed in the New Era and the Republikein newspapers on 15 & 22 May 2023. Closing dates for objections/comments was on the 8 June 2023. Neighbouring properties have also been requested for their comments/objections and no objections were received by the closing time for objections. Attached please find copies of letters sent to neighbors via registered post (Annexure G) as well as copies of notices placed in the newspapers (Annexure F). A notice was also placed on the erf and the Municipal Notice Board for public comments (Annexure H). The application was also advertised in the Government Gazette (Annexure F). To date, not comments or objections was received from the general public to the proposed rezoning and subdivision.

10. CONCLUSION

With reference to the above, there exist no reasons that are of such nature that the intention of the client cannot be supported. It is herewith that Council is requested to grant its approval for the intentions of our client. The fact that no objections were received from the general public during the public participation stages of the application also gives a clear indication that the proposed subdivision and rezoning is favorable and generally accepted by the public.

11. APPLICATION

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

- Subdivision of erf 3289, Extension 7, into portion "A" and the Remainder and the subsequent rezoning of proposed portion "A" from "General Business" with a bulk of 1.0 to "Parastatal".

It is trusted that you find the above application in order.

Yours Faithfully,

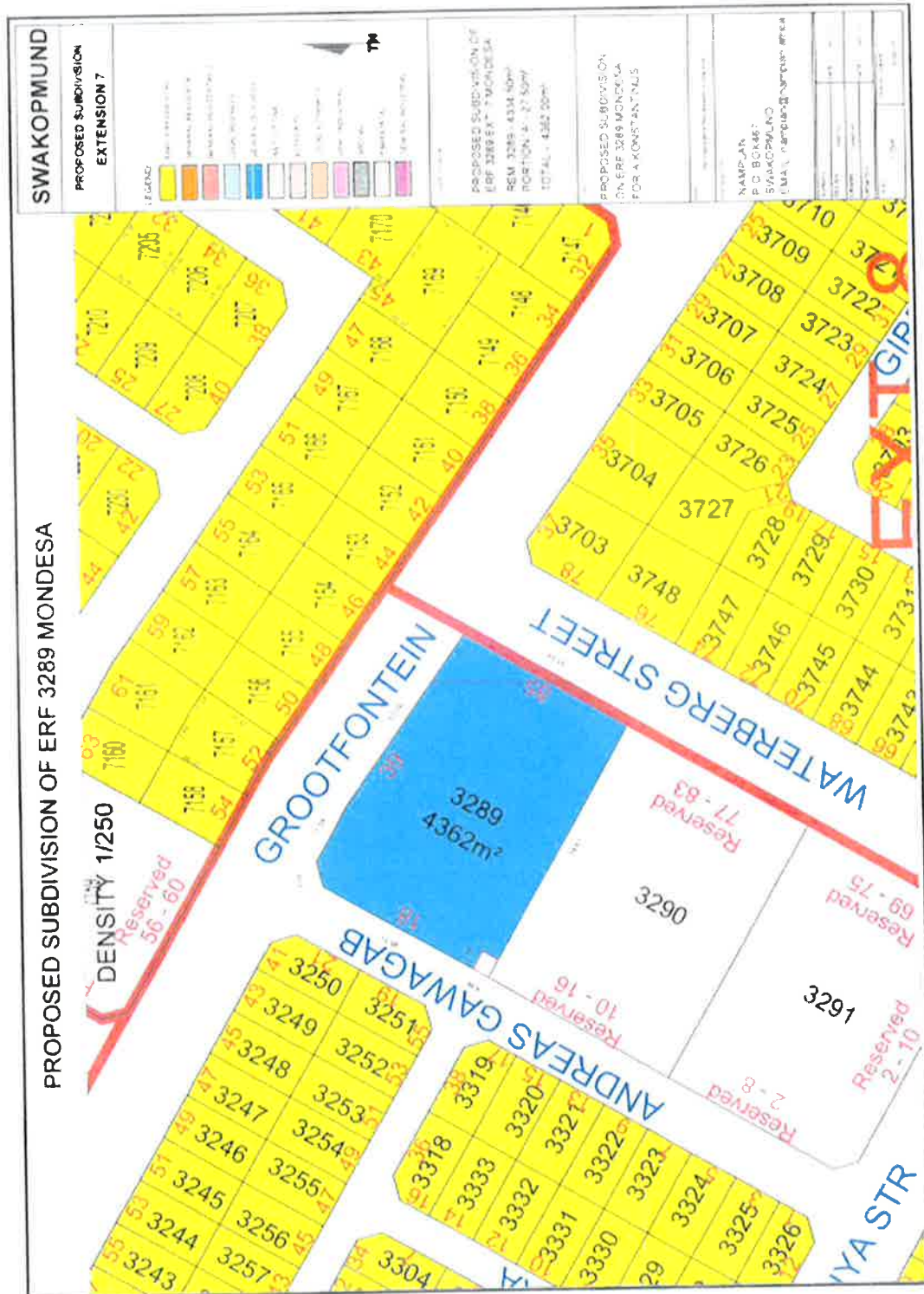


A R van der Westhuizen



W I van der Westhuizen







SPECIAL POWER OF ATTORNEY

I, the undersigned,

ABISIA HASHOKUALI KONSTANTINUS (I.D NO.: 95112610018)

in my capacity as

REGISTERED OWNER OF ERF 3289, MONDESA, EXTENSION NO.7

do hereby nominate, constitute and appoint:

NAMPLAN TOWN PLANNING CONSULTANTS AND PROJECTS CC, P.O. BOX 467, SWAKOPMUND

with power of Substitution, to be my lawful Attorney and Agent in my name, place and stead, negotiate and to make all necessary applications to the Swakopmund Municipality, and/or the Urban and Regional Planning Board, and/or Surveyor General and/or Register of Deeds or any other authority, for the

SUBDIVISION OF ERF 3289, EXTENSION 26, MONDESA INTO PORTION "A" AND THE REMAINDER AND THE SUBSEQUENT REZONING OF PROPOSED PORTION "A" FROM "GENERAL BUSINESS" TO "PARASTATAL"

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

Thus signed at Swakopmund on this 12 day of May 2023
in the presence of the undersigned witnesses

ABISIA HASHOKUALI KONSTANTINUS

WITNESSES:

1.

NAME: Kayla Bende

SIGNATURE

2.

NAME: William Giesecke

SIGNATURE

2020-08-27

T 5351 / 2020

DEED OF TRANSFER NO**J I KASHEETA / A H KONSTANTINUS****ERF NO. 3289 MONDESA (EXTENSION NO. 7)****KOGP**
PARTNERSCONVEYANCERS
3516, WINDHOEK
☎: 382800
REF WB/vw/10156

- 2 -

And the said Appearer declared that his/her Principal had truly and legally sold on the 10th day of DECEMBER 2019

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

ABISAI HASHOKUALI KONSTANTINUS

(Identity Number: 851126 1001 8)

MARRIED OUT OF COMMUNITY OF PROPERTY

his Heirs, Executors, Administrators or Assigns,

CERTAIN: ERF NO. 3289 MONDESA (EXTENSION NO. 7)

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

MEASURING: 4 362 (FOUR THOUSAND THREE HUNDRED AND SIXTY TWO) SQUARE METRES

FIRST TRANSFERRED and still held by Deed of Transfer No. T1873/2014 with General Plan S.G. No. A422/2005 relating thereto

SUBJECT to the following conditions imposed in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954), and created in Deed of Transfer No. T1873/2014, namely:

IN FAVOUR OF THE LOCAL AUTHORITY:

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



- 3 -


WHEREFORE the Appearer, renouncing all the right and title which the said TRANSFEROR heretofore had to the premises, did, in consequence also acknowledge the said TRANSFEROR to be entirely dispossessed of, and disentitled to, the same, and that, by virtue of these presents, the said TRANSFEREE, his Heirs, Executors, Administrators or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights, and finally acknowledging the purchase price to be the sum of N\$700 000.00.

Signed at WINDHOEK on 2020-09-03

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

In my presence,




Signature of Appearer

1. Transfer Duty Receipt No.
OR Exemption Certificate: 0400006961
Issued at Walvis Bay
On 27 FEBRUARY 2020
for N\$1 000.00

Checked: 1. _____
2. _____

2. I, the undersigned, WILLEM CAREL KOTZE hereby certify in terms of Section 78(a) of Act 23/1982 ('the Act') that all rates leviable in respect of the immovable property contained in this Deed, and all the fees, charges and other moneys due to the local authority council in respect of any service, amenity or facility supplied to such property in terms of the Act, inclusive of any availability charge and minimum charge provided for in section 30(1)(u) of the Act, have been paid up to and including the date of registration thereof.

CONVEYANCER

11.1.12 **REQUEST FOR EXTENSION OF FEEDING NAMIBIA PROJECT ON**
ERF 10907, DRC, SWAKOPMUND
 (C/M 2023/11/30 - E 10907)

Ordinary Management Committee Meeting of 09 November 2023,
 Addendum **8.7** page **87** refers.

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

1. INTRODUCTION

This item is submitted to seek Council's permission to extend Feeding Namibia's feeding program (**Annexure "A"**) from **November 2023 to October 2024** targeting babies, primary and high school learners.

2. BACKGROUND

Feeding Namibia requested for permission to station feeding containers at DRC (**Annexure "B"**) to provide meals to the vulnerable population residing in DRC. Council on **27 January 2022** resolved as follows:

- (a) *That Messrs Feeding Namibia be advised that Council offers the use of the right corner of Erf 10907, Extension 42 marked Institutional land to set up containers for a feeding program from 1 February 2022 - 28 February 2023, subject to the following conditions:*
 - (i) *That Messrs Feeding Namibia comply with the procedures laid out in the Town Planning Scheme for the use of Municipal land*
 - (ii) *That the applicant ensures that all health protocols related to COVID-19 pandemic, are adhered to.*
 - (iii) *That the applicant must indicate whether refuse bins will be required, and the cost at (N\$32.00) per bin and N\$786.00 per truck load for the removal (15% VAT excluded) be carried by Council against Vote: 7000 2204 80 00*
 - (iv) *That applicant submits a fire layout plan for the approval by General Manager: Economic Development Services before the program commence.*
 - (v) *That the applicant provides own freshwater tank for the program.*
 - (vi) *That Council's consent is further subject thereto that upon acceptance of the site proposed / approved by Council: Messrs Feeding Namibia undertake towards the Municipality of Swakopmund, its Council and / or its officials ("Council"):*
 - 1) *to indemnify and to keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of this resolution taken and consent given to Messrs Feeding Namibia and/or the utilization of the site by Messrs Feeding Namibia.*
 - 2) *to indemnify and keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of any preceding decision, resolution and/or consent given by Council to Messrs Feeding Namibia to conduct a feeding program in respect of the decision, resolution and / or consent given in respect of Erf 10907, Ext 42, Swakopmund.*
- (b) *That Messrs Feeding Namibia bears all costs for services i.e. water, sewer, electricity stat traps, etc. as well as security services.*
- (c) *That the applicant be informed to always maintain and restore the facility to its original state after the given period.*

In light of the above, Feeding Namibia led by Messrs Freddie Niekerk commenced the feeding program in May 2022 following two months of operations logistics. In January 2023, EDS on numerous occasions tried to engage Messrs Niekerk at the site as well as on his mobile to

submit his letter of intent after the given period had lapsed but proved futile. Messrs Niekerk, who was an initial applicant has since left the project and allegedly informed by the people found on site that he relocated to South Africa.

3. **PROPOSAL**

Ds Kenneth McKenzie (author of the letter) of NG Kerk Swakopmund has been a member of Feeding Namibia Project since the beginning and thus applying for the extension of the program under the leadership of Messrs Walter Grey.

4. **DISCUSSION**

Feeding Namibia Project has been operating for more than a year and it has significantly contributed to food production and security in Swakopmund particularly among the most vulnerable people residing in DRC. The project has made a significant impact for the period it has been existing.

In February 2023, EDS carried out an assessment (**Annexure "C"**) to determine the impact the project made on the DRC community, particularly babies and school learners. A questionnaire was developed and served as a tool to collect the information. Twenty-five (25) community members who were found at Feeding Namibia Project were interviewed. The findings revealed that the feeding program is nourishing the target group and all respondents supported the extension of the program. The respondents were all happy about the feeding project however some requested to for a reviewed menu with variety recipes.

Based on the engagement with the community and the assessment findings, EDS fully supports the extension of the Feeding Namibia Project as it complements existing initiatives such as Food Bank and various community soup kitchens. The initiative will eventually contribute to food security in Swakopmund, particularly among the most vulnerable population.

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

RECOMMENDED:

(a) That Council gives permission to Messrs Feeding Namibia to extend the feeding program, offered at the right corner of erf 10907, extension 42 marked institutional land from 1 November 2023 - 31 October 2024, subject to the following conditions:

- (i) That Messrs Feeding Namibia continues to comply with the procedures laid out in the Town Planning Scheme for the use of the Public Open Space**
- (ii) That the applicant ensures that all health protocols related to COVID-19 pandemic, are adhered to.**
- (iii) That the applicant provides own freshwater tank for the program.**
- (iv) That Council's consent is further subject thereto that upon acceptance of the site proposed / approved by Council: Messrs Feeding Namibia undertake towards the Municipality of Swakopmund, its Council and / or its officials ("Council"):**

- 1) *to indemnify and to keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of this resolution taken and consent given to Messrs Feeding Namibia and/or the utilization of the site by Messrs Feeding Namibia.*
 - 2) *to indemnify and keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of any preceding decision, resolution and/or consent given by Council to Messrs Feeding Namibia to conduct a feeding program and in particular in respect of the decision, resolution and / or consent given in respect of Erf 10907, Ext 42, Swakopmund.*
- (b) That Messrs Feeding Namibia bears all costs for services i.e water, electricity etc. connections as well as security services.
- (c) That the applicant be informed to maintain the facility at all times and restore it to its original state after the given period.
-

ANNEXURE "A"



Posbus 332, Swakopmund

Ds Kenneth McKenzie:

kenneth@ngkerkswakopmund.comKerkkantoor: skriba@ngkerkswakopmund.com

Tel. +264(0)64 404040

Good day Mr Benjamin and Ms Kathena

Re FEEDING NAMIBIA: Extension of land lease: DRC Institutional Erf 10907

We want to thank you for your co-operation thus far with the project of feeding our children in the DRC via Feeding Namibia.

Our project leader, Freddie van Niekerk left the country and the Dutch Reformed Church in town, took over the Feeding Project.

We would appreciate it if you could extend our lease of the piece of Erf 10907, DRC, Swakopmund so that we could carry on with the feeding of the children.

Currently we feed around 600 children on a slow day.

Our project leader is Mr Walter Grey and he has a very capable team working alongside him.

Herewith our sincere gratitude for your consideration.

Best regards

Ds Kenneth McKenzie

ANNEXURE "B"



Containers Situating in Drc

Container Project

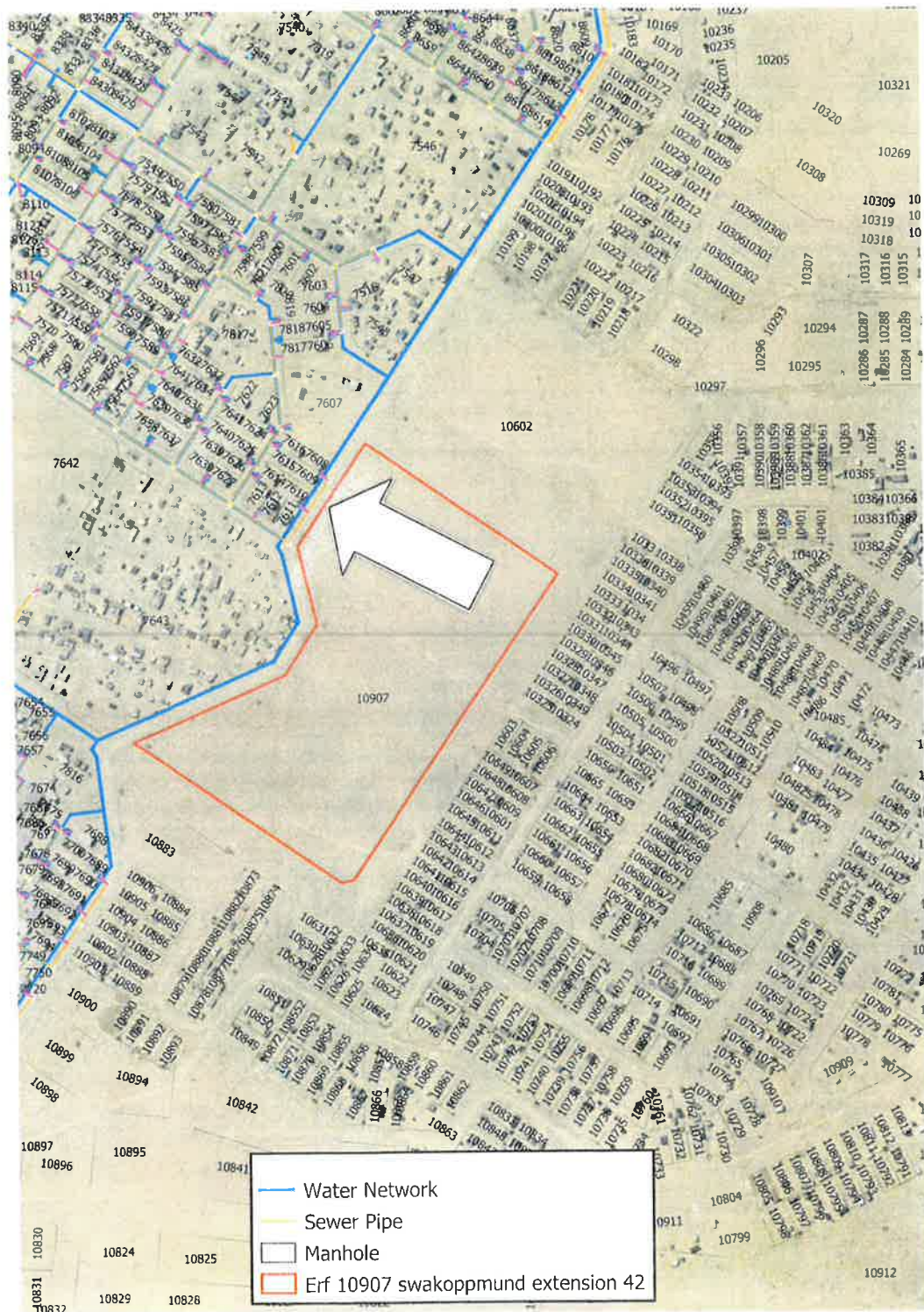
We Visualize Feeding Namibia Stations Across Drc



ANNEXURE "C"



ERF 10907 Swakopmund Ext. 42



11.1.13 **PENSIONERS (SENIOR CITIZENS) OUTSTANDING DEBTS**
(C/M 2023/11/30 - 3/11/1/2/1/6)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 8.8 page 92 refers.

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

In execution of the below copied in Council Resolution, under item 11.1.6 of the Council meeting held **31 August 2023**.

- (a) *That Council approves the writing off irrecoverable debts as provided for in Council's Bad Debt (Impairment) Policy.*
- (b) *That Council adopts a due diligence approach and consider the merit of each case.*
- (c) *That prepaid water meter be installed as a precautionary measure to avoid recurring default payment.*

The General Manager – Finance has invited Senior Citizens with outstanding Service Accounts to submit Police Declarations stating their reasons/ circumstances leading to the accumulated debts of their Service Accounts. (**Annexure "A"**).

Attached (**Annexure "B"**) is a summary of the applications which were received by the Finance Department. There are in total 2 253 active Service Accounts under the Senior Citizens category.

Council during 2016 settled the Outstanding Debts of Senior Citizens, through financial assistance from a Donor. For ease of reference see the attached (**Annexure "C"**) submission.

From the submissions it is evident that most of the Pensioners finding themselves in debt are the ones receiving the Social Grant from the Central Government. Resultantly, they are unable to pay their monthly Service Accounts.

The year figure stated under the 'Reasons Column' of the listing, basically indicates the year in which the Pensioner passed on. Whereas on the other hand, it also indicates the year the Account Holder attained status of being a Pensioner.

Through this exercise, Council has also received applications from physically challenged individuals, registered with Ministry of Health and Social Services and who are receiving Social Grants. However, since they do not have the status of Pensioners, thus they were excluded from this exercise.

In addition, Council during **June 2023**, wrote off the total debts of Estate of Late Mr Hansen, however the Service Account is again in arrears and is also part of the listed Pensioners.

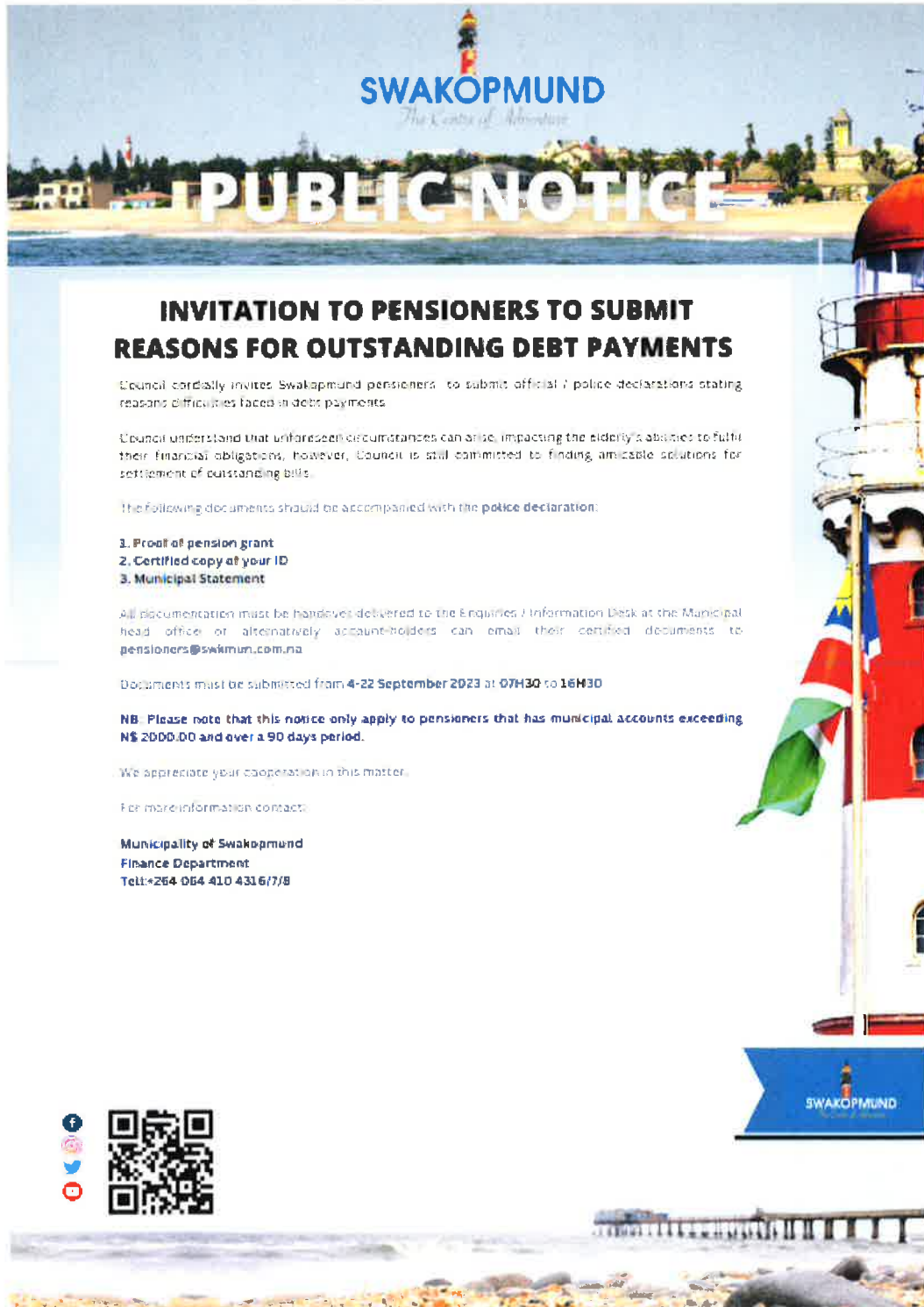
The purpose of this submission is for Council to consider these circumstances and weigh whether to write off the Outstanding Debt of the listed Pensioners or not.

The current provision for impairment (Bad Debts) as at **30 June 2023** amounts to **N\$9, 096, 002-17**.

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

RECOMMENDED:

- (a) That Council approves writing off the debt of the listed pensioners amounting to N\$6 436 953.63.
 - (b) That the opportunity to writes off the debts of the senior citizens only be done once off and effective a day after the Council resolution has been passed.
 - (c) That General Manager: Finance ensures that senior citizens whose debts were already written off once should not be part of the current list.
-



SWAKOPMUND
The Centre of Adventure

PUBLIC NOTICE

INVITATION TO PENSIONERS TO SUBMIT REASONS FOR OUTSTANDING DEBT PAYMENTS

Council cordially invites Swakopmund pensioners to submit official / police declarations stating reasons difficulties faced in debt payments.

Council understand that unforeseen circumstances can arise, impacting the elderly's abilities to fulfil their financial obligations, however, Council is still committed to finding amicable solutions for settlement of outstanding bills.

The following documents should be accompanied with the **police declaration**:

1. Proof of pension grant
2. Certified copy of your ID
3. Municipal Statement

All documentation must be handover delivered to the Enquiries / Information Desk at the Municipal head office or alternatively account-holders can email their certified documents to pensioners@swakopmund.com.na





Documents must be submitted from **4-22 September 2023** at **07H30** to **16H30**


NB: Please note that this notice only apply to pensioners that has municipal accounts exceeding N\$ 2000.00 and over a 90 days period.

We appreciate your cooperation in this matter.

For more information contacts:

Municipality of Swakopmund
Finance Department
Telt: +264 064 410 4316/7/8



SWAKOPMUND
The Centre of Adventure

ANNEXURE "B"

PENSIONER OUTSTANDING DEBT									
	Account No.	Surname	Initial	ID Number	Contact Details	N\$	Reason	Water Supply	
1	70231700011	ANDREAS	S	54090300509	817433573	17 572.10	Pensioner unable to pay (2014)	Connected	
2	70030200118	ANGOLO	C	55101800295	814109931	11 132.96	Pensioner unable to pay (2016)	Connected	
3	60052000023	APRIL	S & S	58022400203	813069952	26 630.93	Pensioner unable to pay (2017)	Disconnected	
4	70302100010	AMUSHANGA	S	61100800093	813972728	30 424.07	Pensioner unable to pay (2021)	Connected	
5	60055100029	AWASEB	GF	54012100343	811463254	15 706.02	Pensioner unable to pay (2014)	Connected	
6	70090600026	AUXAS	F	61011200767	817134736	18 966.04	Pensioner unable to pay (2022)	Connected	
7	70028800113	ALUMBUNGA	R	56012300107	812496667	18 799.10	Pensioner unable to pay (2016)	Connected	
8	60038900022	AWARAB	A	49042900296	816510891	5 985.66	Pensioner unable to pay (2009)	Connected	
9	70018900119	AWARAB	W	50091800358	817073660	11 852.60	Pensioner unable to pay (2010)	Connected	
10	70143900037	AMPORO	A	63040700146	814410904	12 351.76	Pensioner unable to pay (2023)	Connected	
11	70069300044	ASHIPALA	BS	54030301827	812461254	44 453.28	Pensioner unable to pay (2014)	Connected	
12	70036500117	ANKONGA	M	38090500242	814957650	48 962.83	Pensioner unable to pay (1998)	Connected	
13	70071300046	ARAES	N & R	63070100546	817350484	20 443.14	Pensioner unable to pay (2023)	Connected	
14	70018100113	BAMM	E	55102800051	816819119	3 772.88	Deceased pensioner (2022)	Connected	
15	70024200119	BANGO	PH	46061000189	814763266	28 063.61	Deceased pensioner (2008)	Connected	
16	70079100112	BAMM	W	58031500452	812028385	25 331.14	Pensioner unable to pay (2018)	Connected	
17	60003700013	BUSSEL	LS	47012500085	812575055	25 061.58	Pensioner unable to pay (2008)	Connected	
18	60035400028	BALIE	CA	60090100484	814801087	67 154.78	Pensioner unable to pay (2020)	Disconnected	
19	70094900019	BASSON	R	49041600515	812229510	4 946.96	Pensioner unable to pay (2009)	Connected	
20	60003400122	BROCKERHOFF	C	56081300080	-	3 694.17	Pensioner unable to pay (2016)	Connected	
21	70136200012	BEES	E	63021000592	812342677	10 373.72	Pensioner unable to pay (2023)	Connected	
22	50245300034	BRENDEL	M	60050300385	813535898	5 867.38	Pensioner unable to pay (2020)	Connected	
23	70385700022	BACH	E & L	56040500263	812174914	4 760.69	Pensioner unable to pay (2016)	Connected	
24	70016200114	BOCK	I	38101200290	-	21 846.85	Pensioner unable to pay (1999)	Connected	
25	70006500114	BOCK	E	60080900402	-	9 318.72	Pensioner unable to pay (2020)	Connected	
26	70002500129	BENJAMIN	S	43031100158	812595030	15 105.67	Deceased pensioner (2012) - Dependent pensioner (2003)	Connected	
27	70099100011	BRANDT	CH	60122410092	812499370	16 299.18	Pensioner unable to pay (2021)	Connected	
28	60012400113	CLOETE	L	53071600127	816220488	4 653.70	Pensioner unable to pay (2013)	Connected	
29	70049500117	CHRISTIAAN	T	45091800212	817029901	4 286.20	Pensioner unable to pay (2006)	Connected	
30	70169000010	DAUSAB	M & AKH	60050200658	818106326	16 552.39	Pensioner unable to pay (2020)	Connected	
31	70030400112	DARIUS	R	58121000165	812530223	31 358.52	Pensioner unable to pay (2019)	Connected	
32	70300900010	DANDU	T	50121500136	814328219	18 612.13	Pensioner unable to pay (2011)	Connected	

33	70412400028	DAVIDS	B & C	59070702703	814439164	25 560.81	Pensioner unable to pay (2019)	Connected
34	70184900010	DOESEB	C	57031600316	814436004	5 675.73	Pensioner unable to pay (2017)	Connected
35	50186400022	DAMENS	L	61042500509	812456030	40 602.34	Pensioner unable to pay (2021)	Connected
36	70251300010	DENNIS	C	52111600156	814978082	18 280.14	Pensioner unable to pay (2012)	Connected
37	70722100011	DAUSAB	D	61093000228	813337994	124 912.12	Pensioner unable to pay (2021) - Inclusive erf price	Connected
38	70014300115	DAUSAB	AKH	51090600178	-	26 089.73	Pensioner unable to pay (2011)	Connected
39	70045000010	DAVID	HK	58041700500	812040047	9 277.65	Pensioner unable to pay (2018)	Connected
40	70300000010	DAVID	R	52041800496	812199083	29 152.84	Pensioner unable to pay (2012)	Connected
41	70262600020	EISEB	FFJ & R	59052900256	-	19 118.05	Pensioner unable to pay (2019)	Connected
42	76114800028	ENGLISH	R	59011000625	813018608	6 189.00	Pensioner unable to pay (2016)	Connected
43	70020500118	EISEB	A	46101500217	-	15 817.45	Pensioner unable to pay (2005)	Connected
44	70001200118	EKANDJO	A	52062500475	811273354	38 263.32	Pensioner unable to pay (2012)	Connected
45	70004300114	ENGELBRECHT	J	48053000037	818182659	10 651.56	Deceased pensioner (2021)	Connected
46	70048100116	EVENSON	H	61110400586	818199393	5 841.94	Pensioner unable to pay (2021)	Connected
47	78268000020	FISCH	B & T	58011500481	812156725	16 486.31	Pensioner unable to pay (2018)	Connected
48	60019600039	FERIS	JB	57080300789	811224399	7 969.47	Pensioner unable to pay (2017)	Connected
49	70067800011	FREDRIK	H	63081501660	812608157	7 650.43	Pensioner unable to pay (2023)	Connected
50	70028700020	FILANDER	D	53033100082	814179370	17 226.64	Pensioner unable to pay (2013)	Connected
51	50248900033	GOAGOSE	C	58010300780	812692761	17 963.59	Pensioner unable to pay (2018)	Connected
52	70395000010	GEINGOB	B	59110910115	812885682	13 002.56	Pensioner unable to pay (2019)	Connected
53	70022200113	GAWASES	V	63022100620	814221866	12 392.67	Pensioner unable to pay (2023)	Disconnected
54	70110200029	GONTEB	DT	53013100176	813198333	92 595.58	Pensioner unable to pay (2013)	Connected
55	70229300010	GOAGOSEB	J	54092400225	813778830	3 764.93	Pensioner unable to pay (2014)	Connected
56	70051500114	GASES	A	55011000710	816384659	19 643.83	Pensioner unable to pay (2015)	Connected
57	70022000119	GAWESEB	S	57110100170	813955675	25 648.09	Pensioner unable to pay (2017)	Connected
58	70027000114	GAWASEB	A	63081700175	817191003	21 369.03	Deceased pensioner (2002) - Dependent pensioner (2023)	Connected
59	70064500114	GARISEB	L	53041900548	813399765	23 887.75	Pensioner unable to pay (2019)	Connected
60	70174300017	GOSES	V	62010103297	813348226	21 911.63	Pensioner unable to pay (2022)	Connected
61	50244900040	GERTZE	E	50041100328	813149211	41 192.29	Deceased pensioner (2023)	Connected
62	70026100118	GAWANAB	V	50040600491	813558964	8 085.68	Pensioner unable to pay (2010)	Connected
63	70265200037	GAMASEB	L & L	54022800305	814977247	17 056.02	Pensioner unable to pay (2014)	Connected
64	70095600016	GORESEB	ES	57010600244	812900531	17 958.32	Pensioner unable to pay (2017)	Connected
65	70178000018	GUIDAO-OAB	L	63040701266	817982266	10 724.98	Pensioner unable to pay (2023)	Connected
66	70192100020	GANES	L & W	60012700177	812032140	5 234.97	Pensioner unable to pay (2020)	Connected
67	50918100041	GOEIMAN	JL & BM	58011500562	812781672	11 088.09	Pensioner unable to pay (2018)	Connected

68	70384400014	GORESEB	E	62122600217	813727976	63 890.88	Pensioner unable to pay (2017)	Disconnected
69	70388300013	GOAG0SES	E	52062400241	817663264	7 226.80	Pensioner unable to pay (2022)	Connected
70	70017500118	GARISEB	B	65080400552	812034624	561.08	Deceased pensioner (1999)	Connected
71	60048800026	GORASEB	M & AKH	54032600341	813012715	91 723.89	Pensioner unable to pay (2015)	Connected
72	70328700018	GOAG0SES	J	57122700127	814323323	2 668.33	Pensioner unable to pay (2018)	Connected
73	70002400115	GAWASEB	P	54101700354	813622718	4 454.19	Deceased pensioner (2017) - Dependent pensioner (2014)	Connected
74	70056600020	GAWANAS	E	61110900066	812983620	32 096.97	Pensioner unable to pay (2022)	Connected
75	76791300013	GEISEB	DS	54020300267	818563671	3 568.68	Pensioner unable to pay (2015)	Connected
76	50267200035	GURIRAB	AA	54010201169	812293749	15 082.67	Pensioner unable to pay (2012)	Connected
77	70084400016	GA0SES	F	46030200143	812927315	21 377.25	Deceased pensioner (2012) - Dependent unemployed	Disconnected
78	70005800112	GARISEB	E	52061800130	812214152	34 740.52	Deceased (2007) - Dependent pensioner (2011)	Connected
79	70016400118	GASEB	O	57122600130	817002022	17 531.49	Pensioner unable to pay (2018)	Connected
80	60047300021	GAWSEB	E	61100700218	817535756	2 662.30	Pensioner unable to pay (2021)	Connected
81	70312400010	G0MES	L	57083000336	814130501	10 340.55	Pensioner unable to pay (2017)	Disconnected
82	70008800111	GENIUS	E	50042800145	813742953	19 879.75	Pensioner unable to pay (2010)	Connected
83	70033100110	GABRIEL	E	37101000967	812364240	28 780.77	Deceased pensioner (2004) - Dependent pensioner (2011)	Connected
84	70144200024	GARISES	A	54051700305	812884044	449.10	Pensioner unable to pay (2014)	Connected
85	70014800110	G0SES	T	54100900228	812268069	12 081.75	Pensioner unable to pay (2014)	Connected
86	70228700010	GAWASEB	A & A	61042600201	-	18 201.21	Pensioner unable to pay (2019)	Connected
87	70025300119	GASEB	T	40121210057	812357782	14 282.60	Deceased pensioner (2019) -	Connected
88	70015000117	GAWASEB	A	59043000167	813675167	16 609.88	Pensioner unable to pay (2019)	Connected
89	70049400110	GERTZE	D	52060200366	814458225	2 833.78	Pensioner unable to pay (2013)	Connected
90	70022400117	GEINGOS	L	48042800118	812885682	5 864.76	Pensioner unable to pay (2008)	Connected
91	70015700116	GAR0ES	L	44042900143	815794412	13 962.19	Deceased pensioner (2005)	Connected
92	60064300014	GARISEB	L	50061900249	813681883	9 831.74	Pensioner unable to pay (2010)	Connected
93	70017100110	GAWASEB	I	32082600106	817867797	21 932.50	Deceased pensioner (2000)	Connected
94	60056600027	GYANI	IK & R	53120100129	812079365	3 976.93	Pensioner unable to pay (2013)	Connected
95	70057800113	G0NTES	H	48070900334	813703485	43 406.47	Deceased pensioner (2008)	Connected
96	70023500117	GUR0SES	H	56042600303	-	3 609.58	Pensioner unable to pay (2016)	Connected
97	70352000010	G0RESES	S	57072300384	817282257	23 529.47	Pensioner unable to pay (2017)	Connected
98	60035000037	GOLIATH	JA & WV	62060400473	812491041	57 152.41	Pensioner unable to pay (2022)	Connected
99	60053000026	GOAG0SEB	M	55052400152	817762960	23 424.30	Pensioner unable to pay (2015)	Connected
100	50261200020	GASEB	A	56033000358	812927804	5 852.16	Pensioner unable to pay (2016)	Connected
101	70257000025	GASEB	A & VP	56033000358	812927804	29 404.66	Pensioner unable to pay (2016)	Undeveloped

102	70330600017	HUSES	A	62052100296	812180129	10 228.12	Pensioners unable to pay (2022)	Connected
103	70110800010	HOAEB	R	54010300256	817784838	10 621.23	Pensioners unable to pay (2014)	Connected
104	60006100010	HUMMEL	L	52092400576	815773722	25 128.74	Pensioners unable to pay (2012)	Connected
105	70255200020	HAUBAB	J & A	57020900224	813282036	29 084.50	Pensioners unable to pay (2017)	Connected
106	70050700115	HINANIFA	G	47120700138	817770872	13 899.78	Pensioners unable to pay (2008)	Connected
107	70374200031	HALUPE	S	62092800280	812441653	85 014.92	Pensioners unable to pay (2022)	Disconnected
108	78959200022	HOES	S	63060700745	817710292	10 131.30	Pensioners unable to pay (2023)	Connected
109	70199430010	HORASES	A	63022200404	812116201	39 665.14	Pensioners unable to pay (2023)	Disconnected
110	70273600020	HINDJOU	J & M	62052100393	812011177	14 515.12	Pensioners unable to pay (2022)	Connected
111	70014500119	HOES	N	62112200445	813439194	42 294.25	Pensioners unable to pay (2022)	Connected
112	70200200010	HAMUNYELA	G	62101500140	816889025	11 084.81	Pensioners unable to pay (2023)	Connected
113	60024000033	HARASEB	A	56090600458	812887792	30 329.73	Pensioners unable to pay (2017)	Connected
114	70031300118	HERMAN	A	60052700372	812402051	21 611.48	Pensioners unable to pay (2020)	Connected
115	70170800010	HEIBAS	L	63070400175	812960285	13 636.20	Pensioners unable to pay (2023)	Connected
116	50179600024	HARASEB	G	60100800327	811224340	25 109.19	Pensioners unable to pay (2020)	Connected
117	70196900010	HUNEB	H & W	54110900204	813040061	2 973.58	Pensioners unable to pay (2020)	Connected
118	70027100111	HINANIVA	M	27012100079	813239266	21 810.21	Deceased pensioner (2007) - Dependent unemployed (2023)	Connected
119	70288300010	HOAES	T	59111200723	815819207	4 370.33	Pensioners unable to pay (2019)	Connected
120	70300400010	HANGULA	C	60080500528	814344717	17 717.87	Pensioners unable to pay (2022)	Connected
121	70273600020	HINDJOU	J & M	62052100393	812011177	13 904.95	Pensioners unable to pay (2022)	Connected
122	30216300028	HOPKINS	JE & SM		813216618	7 762.68	Pensioner unable to pay - Leakage - Rebate Granted (2023)	Connected
123	70343400014	HANSEN	DT	59021100096	812322209	3 142.05	Pensioners unable to pay (2019)	Connected
124	60024700025	HAMMERSLAG	PMD	53051600164	816526301	24 986.54	Pensioners unable to pay (2013)	Connected
125	70032200114	HOAEB	S	61062010051	813399875	26 589.02	Deceased (2015) - Dependent unemployed	Connected
126	70327600017	ISAAKS	K	43030100278	814093492	14 143.28	Deceased pensioner (2022) - Dependent unemployed	Disconnected
127	60004200028	ISAACS	AJ	60030201284	813554748	5 302.64	Pensioner unable to pay (1999)	Connected
128	70011200119	JAFET	A	57021600321	817091790	13 372.72	Pensioner unable to pay (2017)	Connected
129	76749100021	JONAS	A	62121100199	818575842	8 073.30	Pensioner unable to pay (2022)	Connected
130	70080500114	JUNIAS	A	55040200234	812390737	15 357.05	Pensioner unable to pay (2015)	Connected
131	60015600020	JOHANNES	K	63041900858	812623948	27 489.24	Pensioner unable to pay (2023)	Connected
132	70384100011	JONAS	L	60050900617	812968630	15 461.10	Pensioner unable to pay (2020)	Connected
133	70028500112	JOHNSON	LR	47042600096	812484169	10 981.21	Pensioner unable to pay (2022)	Connected
134	70107800126	JACOBS	SA	62092900498	816254141	68 460.88	Pensioner unable to pay (2020)	Connected
135	70290000010	KAWAZUNDA	C	56070900715	-	4 379.66	Pensioner unable to pay (2017)	Connected

136	70041400147	KANDJEO	BV	58121200849	812878459	14 508.68	Pensioner unable to pay (2019)	Connected
137	70039400119	KAVAA	S	46111500120	817918185	4 919.32	Pensioner unable to pay (2007)	Connected
138	70108000031	KAHOY	HR	51112400125	812883322	28 322.20	Deceased (2012) - Dependent pensioner (2011)	Connected
139	60046400022	KAHAMBUEE	JJ	56120600205	810453323	44 088.88	Pensioner unable to pay (2016)	Connected
140	70042600113	KAUFILWA	H	50031300766	813390545	32 199.11	Pensioner unable to pay (2010)	Connected
141	70301000010	KARIPO	A	59071300390	813639067	7 318.66	Pensioner unable to pay (2019)	Connected
142	70090900020	KARIHAB	G & J	56062700133	812384003	19 590.68	Pensioner unable to pay (2016)	Connected
143	70402600026	KHOESES	L	55060100359	815602639	20 817.61	Pensioner unable to pay (2015)	Disconnected
144	70357300013	KASENDA	L	50082300127	813682671	13 967.60	Pensioner unable to pay (2010)	Connected
145	78250000020	KAMHO	LHN	60061200522	812746330	19 061.01	Pensioner unable to pay (2020)	Connected
146	60032400029	KAHIKO	V	51092000291	814416414	7 452.71	Pensioner unable to pay (2011)	Connected
147	70005900119	KALJO	A	59120200412	813707219	7 681.73	Pensioner unable to pay (2020)	Connected
148	70005300117	KARONGEE	N	48081500251	811282623	18 341.79	Pensioner unable to pay (2008)	Connected
149	70043700113	KAMBONGARERO	M	59100500429	812762414	53 707.94	Pensioner unable to pay (2020)	Connected
150	70148800055	KATJIKURU	J	59061900522	817144705	8 418.38	Pensioner unable to pay (2019)	Connected
151	70340700017	KAUARIA	E	58081100601	812589188	8 027.29	Pensioner unable to pay (2003)	Connected
152	78249900029	KASPER	W & E	58010300187	813056829	20 912.39	Pensioner unable to pay (2018)	Connected
153	70292400010	KHUWISIB	A	60110700686	818688818	13 417.52	Pensioner unable to pay (2023)	Connected
154	70069200015	KAVENDJI	D	61102001082	815620744	16 502.66	Pensioner unable to pay (2022)	Connected
155	70072500020	KHARASES	B	60030200369	812999204	16 434.23	Pensioner unable to pay (2020)	Connected
156	70291100010	KOOPER	R	62091600709	814274349	2 905.71	Pensioner unable to pay (2022)	Connected
157	70346900019	KAZONDANDONA	VM	59092900249	818627388	23 063.20	Pensioner unable to pay (2020)	Connected
158	70055400119	KAVARI	S	52111400254	814517219	7 345.10	Deceased (2011) - Dependent pensioner (2011)	Connected
159	70173700012	KRISTIANA	S	55071300060	812967712	3 056.54	Pensioner unable to pay (2015)	Connected
160	70705600016	KHARUXAB	C	62080803387	817584194	32 587.88	Pensioner unable to pay	Connected
161	70178800014	KAZONDANDONA	V	59092900257	817093510	8 535.87	Pensioner unable to pay (2019)	Connected
162	70168400015	KAHERE	VH	57102410018	813244036	5 398.89	Pensioner unable to pay (2016)	Connected
163	70016900113	KHACHAS	R	52020400901	813004164	35 152.81	Deceased (2016) - Dependent pensioner (2012)	Connected
164	70354700017	KAVENDJII	A	63051800104	813233790	4 640.61	Pensioner unable to pay (2023)	Connected
165	70343800018	KATSILWA	F	55012000196	-	26 704.85	Pensioner unable to pay (2015)	Connected
166	70040900118	KAMBANDA	J	62060200253	812426227	30 821.02	Deceased (2013) - Dependent pensioner (2022)	Connected
167	70275200020	KEIS	L	60092500552	817196443	6 116.58	Pensioner unable to pay (2020)	Connected
168	70105800018	KAMBRUDE	J	63082100635	814683071	20 425.12	Deceased (2021) - Dependent pensioner (2023)	Connected

169	70403100011	KA VENDJII	E	62061300529	812778940	17 135.08	Deceased pensioner (2022) - Dependent	Connected
170	78247800028	KAOVERE	E	51082500232	816454776	12 550.51	Pensioner unable to pay (2013)	Connected
171	70334400015	LUSENDA	PC & C	56112500010	812806322	19 688.86	Pensioner unable to pay (2019)	Connected
172	70261900020	LATANI	MA	59062200559	812488875	9 331.65	Pensioner unable to pay (2019)	Connected
173	70089900023	LOMBARD	JW	59031600628	851271122	10 950.54	Pensioner unable to pay (2019)	Connected
174	70086400115	LOUW	GP	47091100336	812519556	2 374.21	Pensioner unable to pay (2007)	Connected
175	70327800019	LOTSCH	D	51010200755	816217207	8 240.92	Deceased pensioner (2021) - Dependent pensioner (2018)	Connected
176	50190600030	LIEPSCH	AF	50041110021	-	158 649.49	Pensioner unable to pay (2010) - Leakages - Rebate not granted	Connected
177	70014400112	LEISTER	E	70092900755	812838792	47 383.66	Deceased pensioner (2013) - Dependent	Connected
178	70064900112	MALETZKY	A	57090100375	812492875	2 870.29	Pensioner unable to pay (2017)	Connected
179	70040300116	MUTANGA	V	45050200113	-	5 096.42	Deceased pensioner (2014) - Dependent	Connected
180	30203700020	MARTIN	ET & N	59080300160	811225241	29 624.61	Pensioner unable to pay (2016)	Connected
181	70008900022	MILANDA	K	48010100315	812701374	18 310.82	Pensioner unable to pay (2010)	Connected
182	70317600020	MALETZKY	EE	54100800185	814915050	6 049.14	Pensioner unable to pay (2015)	Connected
183	70322400010	MBINDA	T	62101300699	813346808	11 291.68	Pensioner unable to pay (2022)	Connected
184	70037300116	MARKUS	H	36080800683	812707901	19 932.14	Pensioner unable to pay (1998)	Connected
185	70109200018	MODINO	J	44051300250	814435702	9 234.84	Pensioner unable to pay (2007)	Connected
186	70011800111	MURARANGANDA	S	55102500287	812321491	2 424.17	Pensioner unable to pay (2015)	Connected
187	70095500015	MALETZKY	K & D	54052300114	812925725	10 503.38	Pensioner unable to pay (2014)	Connected
188	70156800016	MATZUIB	A & S	56060604137	812214453	31 587.48	Pensioner unable to pay (2016)	Connected
189	70700300023	MATROOS	V	59072900197	816686955	19 720.77	Pensioner unable to pay (2019)	Connected
190	60046000024	MBARANDONGA	P	56022400309	812221483	8 029.50	Pensioner unable to pay (2017)	Connected
191	60003600040	MOUTON	W	60042000297	-	46 754.94	Pensioner unable to pay (2020)	Connected
192	70190900020	MUNGUNDA	FG	58081100636	813011549	57 988.50	Pensioner unable to pay (2009)	Connected
193	60028500030	MOTINGA	S	63020100542	812991860	22 551.96	Pensioner unable to pay (2020)	Connected
194	70150000040	MUKWILONGO	HN	56102400070	814330754	27 686.23	Pensioner unable to pay (2009) - Leakage (2018) - Rebate Granted	Connected
195	70417200022	MAASDORP	WA & ML	56020800547	811421457	20 031.99	Pensioner unable to pay (2016) - Leakage (2023) - Rebate Granted	Connected
196	60036000023	MOKALABATHO	S	58072500406	811226161	9 388.40	Pensioner unable to pay (2018)	Connected
197	60041000029	MATTHYS	W	57022800413	813630510	18 922.37	Pensioner unable to pay (2017)	Connected
198	70350100011	MATE	O	61090901038	812626247	26 635.94	Pensioner unable to pay (2023)	Connected
199	70018600118	MAUWERS	E	38122000010	812702286	10 377.70	Pensioner unable to pay (2000)	Connected
200	70069100018	MOUTON	KJ	56081000168	815557350	5 515.12	Pensioner unable to pay (2016)	Disconnected
201	50256700029	MENJONO	M	57071300372	-	9 855.58	Deceased pensioner (2023) - Dependent	Connected

202	70089700022	MATSUIB	H & A	53020410045	812953901	3 586.18	Pensioner unable to pay	Connected
203	70136000018	MALETZKY	EE	66100110105	-	19 156.07	Pensioner unable to pay	Connected
204	70310900010	NEPENDA	L & CM	58080801274	814075674	7 391.75	Pensioner unable to pay (2018)	Connected
205	70085400112	NUSES	A	62102300234	813605933	21 287.58	Pensioner unable to pay (2009)	Connected
206	70281700017	NOABES	L	60051800187	818178957	11 730.17	Pensioner unable to pay (2020)	Connected
207	70376500015	NAMISES	M	62061200885	812058783	28 329.45	Pensioner unable to pay (2022)	Disconnected
208	70018400114	NOABES	A	49051500556	812738214	6 599.08	Pensioner unable to pay (2009)	Connected
209	70113400022	NOABES	I	60110600304	817045172	13 636.98	Pensioner unable to pay (2021)	Connected
210	70309300010	NEIS	E	60070200866	812053795	7 061.12	Pensioner unable to pay (2020)	Connected
211	70051100116	NARIS	H	48092400431	812994693	6 934.06	Pensioner unable to pay (2008)	Connected
212	70325300023	NGUAZIREKO	D	62120300178	818145152	20 894.10	Pensioner unable to pay (2015)	Connected
213	70329900010	NUWUSES	H	63030304876	814410724	20 322.82	Pensioner unable to pay (2023)	Connected
214	70041700021	NOABES	E	53060300062	812701362	24 308.06	Pensioner unable to pay (2017)	Connected
215	70022100116	NARESES	G	53010100884	812271406	15 637.52	Pensioner unable to pay (2013)	Connected
216	70288700010	NGUTJINAZO	RA	58070500352	812149219	4 580.91	Pensioner unable to pay (2022)	Connected
217	70301500015	NAIBAS	L	53030300560	813741331	19 680.80	Pensioner unable to pay (2013)	Connected
218	70042400119	NOABES	H	51080900624	812691417	37 105.86	Deceased Pensioner (2023)	Connected
219	70114800018	NDJIZERA	S	60062500058	-	17 786.65	Pensioner unable to pay (2020)	Connected
220	70010600114	NAWESES	VV	58091400985	818098082	16 570.41	Pensioner unable to pay (2018)	Connected
221	70135300016	NAWESES	E	56062000921	815525490	41 144.34	Pensioner unable to pay (2016)	Connected
222	70318200020	NARUSEB	S	62040500405	812412588	9 273.68	Pensioner unable to pay (2022)	Connected
223	70006800115	NARUSEB	KE	54101000662	811245496	31 907.11	Pensioner unable to pay	Connected
224	70084800117	NAKALE	J	57060100512	813449104	7 828.62	Pensioner unable to pay (2016)	Connected
225	70148300016	NIILENGE	JM	60051900742	813943354	45 556.96	Pensioner unable to pay (2020)	Connected
226	70050600118	NDAENDAPO	E	45102211001	813257296	8 910.05	Deceased Pensioner (2019)	Connected
227	70014100111	NOABEB	D	62112800582	813788739	15 268.84	Deceased (1993) - Dependent pensioner (2015)	Connected
228	60038800025	NOABES	C	47101100295	-	25 833.76	Pensioner unable to pay (2008)	Connected
229	7000800117	NAITEMBU	C	49092800260	813224652	25 734.71	Pensioner unable to pay (2012)	Connected
230	70037900118	NOABEB	D	49051500556	812738214	14 715.91	Pensioner unable to pay (2009)	Connected
231	70072700113	NOABEB	J	52072600138	812738214	8 091.66	Pensioner unable to pay (1998)	Connected
232	70085600116	NGUTJINAZO	E	52062000413	812535015	7 876.60	Pensioner unable to pay (2012)	Connected
233	70175700018	NEMBUNGU	J	61072700417	812342678	8 962.93	Pensioner unable to pay (2022)	Connected
234	70024600117	NAUS-OAS	S	54040200098	812231224	12 266.22	Deceased Pensioner (2014) - Dependent unemployed	Connected
235	70181900011	NANDE	G	57061600640	812926803	28 529.64	Pensioner unable to pay (2017)	Connected
236	70703800011	NOABES	B	62122110023	813607494	9 888.27	Pensioner unable to pay (2023)	Connected

237	70212100010	NGHITUUA	L	52053100266	812984257	19 478.69	Pensioner unable to pay (2012)	Connected
238	70005700115	NOABES	T	41052310017	812001276	23 170.56	Deceased pensioner (2008) - Dependent unemployed	Connected
239	70084700024	NANDY	AO	48110900054	813710100	53 134.73	Pensioner unable to pay (2009)	Connected
240	70168300018	NGOZU	M	59082800632	812866984	5 743.64	Pensioner unable to pay (2019)	Connected
241	70079200119	NOABEB	A	60032600615	812582099	35 375.60	Pensioner unable to pay (2020)	Connected
242	50627600023	NAOXAS	VE	57010101515	811225177	5917.27	Pensioner unable to pay (2017)	Connected
243	70294600010	OXURUS	A	52010200306	817526080	23 670.08	Pensioner unable to pay (2011)	Connected
244	70020400111	ORUB	FD	54061700308	812313397	9 810.75	Pensioner unable to pay (2014)	Connected
245	70023300116	OWOSES	F	62092800701	812479327	19 897.10	Deceased (1995) - Dependent pensioner (2022)	Connected
246	60029500026	OLIVIER	AM	51122300077	816807000	7 778.38	Pensioner unable to pay (2012)	Connected
247	70051600111	OXURUS	A	59060601769	814457941	3 389.99	Pensioner unable to pay (2019)	Connected
248	70048300110	OUBES	M	57071300372	-	44 670.25	Deceased Pensioner (2023) - Dependent unemployed	Connected
249	70039600010	OTTO	H	60060900881	818752403	4 967.74	Pensioner unable to pay (2020)	Connected
250	60005500015	OCHS	E	51020800100	814087822	5 358.69	Pensioner unable to pay (2012)	Connected
251	70344000010	PAULUS	P	49080100870	816167344	10 637.11	Pensioner unable to pay (1997)	Connected
252	50176600025	PITT	AJ	56100100452	813966826	80 072.30	Pensioner unable to pay (2016)	Connected
253	60005000920	PETERSEN	R	54090500397	812754587	25 488.85	Pensioner unable to pay (2018)	Connected
254	70234900014	PETRUS	A	54022810017	-	6 257.76	Deceased Pensioner (2011) - Dependent unemployed	Connected
255	60034800033	PIETERSE	LE&RE	63050200316	812525002	8 931.60	Pensioner unable to pay (2023)	Connected
256	70148400020	RUTZ	PG	53071100779	814676329	13 475.05	Pensioner unable to pay (2013)	Connected
257	70388700017	RUTZ	MM	56010400287	816342209	15 646.36	Pensioner unable to pay (2016)	Connected
258	50264500037	ROODT	PC	38111600232	812473482	132 555.78	Pensioner - Leakage - Rebate granted	Connected
259	70215900010	RUDOLF	W	57030301021	817373780	9 405.21	Pensioner unable to pay (2017)	Connected
260	70254500020	RUHAPO	B	63061201904	812089251	16 016.86	Pensioner unable to pay (2023)	Connected
261	70009500113	RHEEDER	J	54033100105	812482422	37 481.78	Pensioner unable to pay (2015)	Connected
262	70275700020	SKRYWER	I	59091600349	813183648	17 399.52	Pensioner unable to pay (2019)	Connected
263	70025000118	SEIBES	H	53092000595	-	4 948.83	Pensioner unable to pay (2011)	Connected
264	70149800021	SEIBES	E	58112900132	816595507	48 390.20	Pensioner unable to pay (2018)	Connected
265	60001700024	SIMON	D	61070700622	812084982	4 897.51	Pensioner unable to pay (2020)	Connected
266	60104500033	STEVENSON	ED & KR	58071400483	813353319	2 215.04	Pensioner unable to pay (2017)	Connected
267	70143000027	SEIBES	E	60112800548	-	10 707.20	Pensioner unable to pay (2018)	Connected
268	70199406010	STIEBEL	J	58051100298	816619179	90 372.65	Pensioner unable to pay (2018)	Connected
269	70236100010	STEFANUS	SN	51060900068	813154635	21 929.99	Pensioner unable to pay (2011)	Connected
270	70426400035	SKRYWER	A	60032710011	813928859	12 496.00	Pensioner unable to pay (2020)	Connected
271	70362900019	SWARTZ	J	56112900114	814192427	18 392.86	Deceased Pensioner (2021) - Dependent unemployed	Connected

272	60016800038	SHEKUPE	E	59022500683	812286513	4 873.44	Pensioner unable to pay (2019)	Connected
273	70038100115	SHIPIKI	D	32081800535	812129881	7 305.11	Pensioner unable to pay	Connected
274	70113900120	STEVENSON	HM & E	63112900448	-	55 742.58	Pensioner unable to pay (2021)	Connected
275	70175300027	TJAMI	E	57080300177	816345675	17 421.24	Pensioner unable to pay (2017)	Connected
276	70333300013	TSUSES	F	52051600155	815808095	8 774.59	Pensioner unable to pay (2012)	Connected
277	70080300027	THANISEB	INK & E	59032300202	818279522	20 191.21	Pensioner unable to pay (2019)	Connected
278	70107200055	THANISEB	I	63041700905	813023777	2 528.84	Pensioner unable to pay (2022)	Connected
279	70177300023	TJAZAMO	J & EV	56101800466	816477150	1 267.47	Pensioner unable to pay	Connected
280	70023800118	TOUROS	S	62062800134	812950813	15 330.57	Pensioner unable to pay (2022)	Connected
281	70200800010	TOKUNDU	E	54081201242	814279491	10 809.70	Pensioner unable to pay	Connected
282	70257100010	TSUSES	B	62111000418	812344439	38 526.63	Pensioner unable to pay (2022)	Connected
283	70040700114	TJONGARERO	H	56032010023	814228091	10 071.76	Pensioner unable to pay (2016)	Connected
284	70090000118	TIMBO	CH & A	48112300011	812751952	28 390.63	Pensioner unable to pay (2009)	Connected
285	70199000010	TJINDJO	R	63041300338	813302848	32 488.28	Pensioner unable to pay (2023)	Connected
286	70167700013	TJANDERO	V	62101001551	812138207	9 405.92	Pensioner unable to pay (2022)	Connected
287	50314200023	TJIRONGO	MT & EM	56060400655	812490154	22 627.90	Pensioner unable to pay (2021)	Undeveloped
288	70110700017	TSUSES	M	60080900550	814019525	17 687.75	Pensioner unable to pay (2020)	Connected
289	70105400027	TJONGARERO	C	55051500688	817019672	57 441.70	Deceased Pensioner (2004) - Dependent	Connected
290	70056300115	TUYENI	T	48020201424	812090338	11 643.88	Pensioner unable to pay (2008)	Connected
291	70342200012	TJIVIKUA	A	58121600154	-	12 487.33	Pensioner unable to pay	Connected
292	70014600116	UIRAS	S	41030300917	817080373	5 365.79	Pensioner unable to pay (2013)	Connected
293	70028300118	UAKUMBUA	M	51053000103	818082288	42 061.32	Deceased Pensioner (2019) - Dependent unemployed	Connected
294	70169400018	UIRAS	E	57111410025	817076347	9 487.56	Pensioner unable to pay (2017)	Connected
295	60099200025	UISEB	A & E	61071000586	817539688	8 575.53	Pensioner unable to pay (2021)	Connected
296	70029700119	UGAMS	J	37092700086	812888901	17 752.24	Pensioner unable to pay (2000)	Connected
297	78260900029	URI-CHOS	F	45011800075	813599087	16 716.89	Pensioner unable to pay (2005)	Connected
298	70080600111	UGAMS	T	55030200045	812888901	38 133.18	Deceased Pensioner (2016) - Dependent unemployed	Connected
299	60000300023	URIB	R	60050700383	816264633	41 112.52	Pensioner unable to pay (2020)	Connected
300	70011100112	UVANGA	D	48041700128	-	33 107.51	Pensioner unable to pay	Connected
301	70026800117	UIRAB	A	69042900032	814340357	17 305.28	Deceased Pensioner (1997) - Dependent unemployed	Connected
302	70136100015	UWUSEB	A	57092500338	812515887	4 300.49	Pensioner unable to pay	Connected
303	50188600022	VRIES	DJ	58012700247	812437007	96 323.83	Pensioner unable to pay (2018)	Disconnected
304	70327100012	VLEERMUIS	P & S	54092510020	813538750	10 618.02	Pensioner unable to pay (2014)	Connected
305	30211100033	VAN DER WALT	AD	60041610083	812338553	52 020.24	Pensioner (2021) - Leakage (2021) - No Rebate	Connected
306	30055900019	WITTE	A	49012000335	812577391	14 056.50	Pensioner (1998) - Leakage Rebate granted	Connected
307	70177100023	WITBOOI	E & R	57080400317	812343343	10 758.13	Pensioner unable to pay (2017)	Connected
308	70012400020	WATERBOER	KJ & HSC	51111400059	813051507	12 496.39	Pensioner unable to pay (2011)	Connected
309	70309700023	WASNER	WO	42121610030	812945035	10 126.04	Pensioner unable to pay (2016) - Leakage - Rebate not granted	Connected
TOTAL						6 319 158.98		

11.1.13 ASSISTANCE TO SETTLE OUTSTANDING DEBTS OF SENIOR CITIZENS

(C/M 2016/03/31 - D 7/3/1/1)

Ordinary Management Committee Meeting of 10 March 2016, Addendum 7.20 page 211 refers.

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

Messrs Knowledge Foundation has approached Council with an offer to assist with the settlement of outstanding debts of Senior Citizens residing in our town.

An amount of N\$200 000.00 (proof of payment attached "Annexure A") was received from the foundation for the settlement of those accounts in arrears. The foundation has also requested that an amount of N\$50 000.00 (email correspondence attached "Annexure B"), be transferred to the Municipality of Walvis Bay. After the funds were received, there were no clear directives as to how the funds received must be allocated, therefore the matter was submitted to the Management Committee meeting of 15 October 2015, and the below resolution was taken:

That this item be referred back and be resubmitted to the next Management Committee Meeting after the General Manager: Finance has obtained the data of all the senior citizens with Pension cards and Municipal accounts.

From the remaining balance of N\$150 000.00, the below listed services accounts (handed over accounts) were settled in full with the approval of Her Worship The Mayor and the Chairperson of Management Committee, leaving us with an balance N\$110 333.15.

Name	Amount
S Hoaeb	29 026.09
T Ankonga	3 914.07
F Van Nooi	6 726.69

The list of accounts for the Senior Citizens as at 1 March 2016 amounted to N\$722 693.45. It is fruitless to submit it for this exercise as the amount payable exceeds the funds available. Therefore the General Manager: Finance recommends that the allocation of the remaining balance of the funds be delegated to the office of Her Worship together with the Chairperson of Management Committee, Chief Executive Officer to allocate it to accounts of the Seniors in arrears, after the due date for 7 March 2016, as most of the balance as indicated in above paragraph would have been settled. The purpose of this submission is for Council to accept the financial assistance from the Messrs Knowledge Foundation and also to approve the allocation of the remaining of N\$ 110 333.15 towards the Senior Citizens with accounts in arrears.

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

RECOMMENDED:

- (a) That Council accepts the offer of N\$150 000.00 from Messrs Knowledge Foundation in respect of payment of overdue accounts.
- (b) That the allocation of the remaining balance of N\$ 110 333.15 be delegated to the office Her Worship, the Chairperson of Management Committee and the Chief Executive Officer.

11.1.14 **INCORRECT LEVYING OF WATER CONSUMPTION LEVIES**
SERVICE ACCOUNT NUMBER: 44000400015 AND 57029800022
 (C/M 2023/11/30 - 3/11/1/2/2/5)

Ordinary Management Committee Meeting of 09 November 2023,
 Addendum **8.9** page **108** refers.

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

The water consumption levies for the Service Account of Messrs Mile 4 Caravan Park and Messrs Seaside Lodge (Pty) Ltd, were levied incorrectly since **March 2008**, through a Control Meter. What transpired was that:

1. *Meter number 182 was installed for levying of water consumption for the Caravan Park and the Bungalows.*
2. *With the development of Messrs Seaside Lodge (Pty) Ltd, their water meter was also installed on the same pipeline supplying water to the Bungalows of Mile 4, in other words through the Control Meter 182.*
3. *Thus, the consumption, which was recorded on Meter 182, were levied on the Service Account of Mile 4 since **March 2008 till 30 June 2020**.*
4. *Meter number 182 was disconnected in **June 2020**, after the matter was reported to Council.*

The purpose of this submission is to seek Council's approval to adjust the water consumption levies which were incorrectly levied on the Service Account of Mile 4, with the same consumption which was levied on the Service Account of Messrs Seaside Lodge (Pty) Ltd. Below is a summary of the water consumption levies which were levied on both Accounts:

- (a) *All water consumption levies of Meter 182 and that of Messrs Seaside Lodge (Pty) Ltd were captured and verified on a spreadsheet. It was aimed to verify the values as indicated hereunder for the period **1 March 2008 till 30 June 2020**.*
- (b) *The total value of water consumption on Mile 4's Service Account amounted to **N\$4 458 078.20 (Annexure "A")**.*
- (c) *The total value of water consumption on Messrs Seaside Lodge (Pty) Ltd's Service Account amounted to **N\$2 632 654.35 (Annexure "B and Annexure C")**.*
- (d) *It is therefore recommended that the Service Account of Messrs Mile 4 be credited with the amount of **N\$1 333 932.35** being the difference between the total water levies of the two (2) Accounts.*

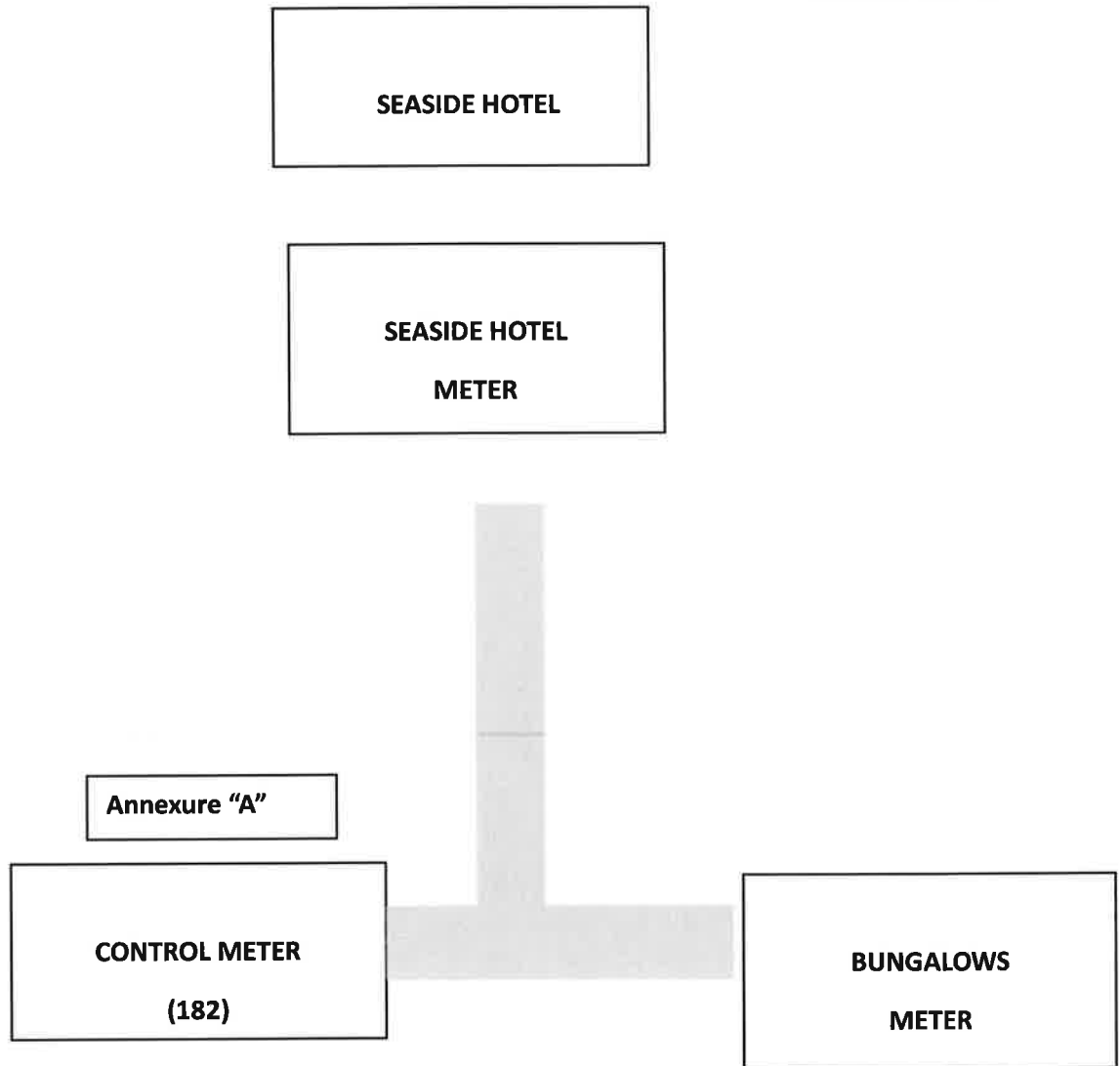
The Service Account of Messrs Mile 4 is in arrears with an amount of **N\$2 394 024-98 (Annexure "D")**. This accumulated balance was also attributed to non-payment of their Account.

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

RECOMMENDED:

- (a) **That Council approves adjustment of the incorrect water consumption on the service accounts of messrs Mile 4.**
- (b) **That the service account of messrs mile 4 be credited with an amount of N\$1 333 932.25 for water consumption and additional sewerage.**

ANNEXURE "B"



Mile 4				
			ANNEXURE A	
Water Consumption Levies				
Row Labels	Sum of Consumption	Sum of WC 02	Sum of SE20	
200803	619	9 406.20	1 436.60	
200804	692	10 566.90	1 650.00	
200805	864	13 301.70	1 964.60	
200806	1 245	19 359.60	3 333.00	
200807	1 020	16 179.50	3 312.00	
200808	1 571	25 160.80	4 310.20	
200809	1 431	22 878.80	4 158.40	
200810	1 505	24 085.00	4 360.80	
200811	705	11 045.00	2 463.30	
200812	435	6 644.00	1 775.60	
200901	1 340	21 395.50	5 368.20	
200902	326	4 867.30	1 547.90	
200903	525	8 111.00	2 180.40	
200904	445	6 807.00	1 876.80	
200905	1 143	18 184.40	3 691.50	
200906	613	9 545.40	1 966.50	
200907	453	7 490.70	1 782.50	
200908	740	12 541.90	2 727.50	
200909	569	9 532.30	2 267.50	
200910	423	6 962.70	2 207.50	
200911	912	15 569.10	3 510.00	
200912	911	15 551.50	3 500.00	
201001	1 797	31 145.10	6 940.00	
201002	911	15 551.50	2 817.50	
201003	551	8 215.50	2 080.00	
201004	805	13 685.90	2 995.00	
201005	602	10 113.10	2 210.00	
201006	698	11 802.70	2 560.00	
201007	791	13 439.50	3 500.00	
201008	620	10 429.90	1 875.00	
201009	529	8 828.30	1 942.50	
201010	68	714.70	982.50	
201011	824	14 020.30	2 060.00	
201012	892	15 217.10	4 242.50	
201101	1 514	26 164.30	6 427.50	
201102	522	8 705.10	2 372.50	
201103	520	8 669.90	1 907.50	
201104	680	11 485.90	2 032.50	
201105	681	11 503.50	1 855.00	
201106	840	14 301.90	3 422.50	
201107	686	12 755.20	1 737.50	
201108	626	11 591.20	3 075.00	
201109	693	12 891.00	3 042.50	
201110	570	10 504.80	1 517.50	
201111	509	9 321.40	2 887.50	
201112	998	18 808.00	3 600.00	
201201	1 428	27 150.00	5 060.00	
201202	809	15 141.40	2 245.00	
201203	756	14 113.20	2 032.50	
201204	892	16 751.60	2 380.00	
201205	705	13 123.80	1 905.00	
201206	919	17 275.40	2 372.50	
201207	1 083	21 985.75	9 300.00	
201208	942	19 045.90	4 722.00	
201209	798	16 043.50	4 305.00	
201210	738	14 792.50	2 640.00	
201211	963	19 483.75	3 189.00	
201212	1 055	21 401.95	4 206.00	
201301	1 712	35 100.40	5 415.00	
201302	523	10 309.00	1 647.00	
201303	945	19 108.45	2 991.00	
201304	930	18 795.70	2 988.00	
201305	926	18 712.30	2 910.00	
201306	856	17 252.80	2 685.00	
201307	1 087	23 703.50	4 150.80	
201308	97	1 527.50	471.60	
201309	1 909	42 116.30	6 980.40	
201310	1 291	28 273.10	4 845.60	
201311	1 193	26 077.90	4 431.60	
201312	701	15 057.10	2 682.00	
201401	2 547	56 407.50	9 666.00	
201402	9	11.10	90.00	
201403	453	9 501.90	1 836.00	
201404	591	12 593.10	6 130.80	
201405	778	16 781.90	3 034.80	
201406	1 208	26 413.90	4 431.60	
201407	926	21 615.90	4 846.10	
201408	872	20 314.50	4 871.90	
201409	1 380	32 557.30	8 621.50	

201410	781	18 121.40	4 863.30	
201411	1 084	25 423.70	7 623.90	
201412	1 341	31 617.40	8 840.80	
201501	1 880	44 607.30	12 745.20	
201502	708	16 362.10	4 171.00	
201503	701	16 193.40	4 037.70	
201504	107	1 878.00	460.10	
201505	2 046	48 607.90	8 797.80	
201506	940	21 953.30	4 042.00	
201507	-	-	-	
201508	-	-	-	
201509	-	-	-	
201510	-	-	-	
201511	-	-	-	
201512	-	-	-	
201601	-	-	-	
201602	-	-	-	
201603	-	-	-	
201604	-	-	-	
201605	-	-	-	
201606	-	-	-	
201607	-	-	-	
201608	-	-	-	
201609	-	-	-	
201610	-	-	-	
201611	-	-	-	
201612	-	-	-	
201701	-	-	-	
201702	-	-	-	
201703	-	-	-	
201704	-	-	-	
201705	-	-	-	
201706	21	169.00	335.50	
201707	24 125	722 846.00	161 885.40	
201708	559	15 866.00	4 629.70	
201709	-	-	-	
201710	-	-	-	
201711	-	-	-	
201712	3 838	114 236.00	26 639.20	
201801	1 874	55 316.00	13 366.50	
201802	1 001	29 126.00	11 403.40	
201803	890	25 796.00	8 241.00	
201804	1 039	30 266.00	7 376.70	
201805	1 089	31 766.00	7 631.30	
201806	1 096	31 976.00	7 952.90	
201807	1 000	31 220.60	7 783.20	
201808	2 387	75 882.00	17 546.40	
201809	285	8 197.60	2 059.20	
201810	973	30 351.20	7 488.00	
201811	1 076	33 667.80	10 130.40	
201812	975	30 415.60	9 374.40	
201901	1 493	47 095.20	14 947.20	
201902	1 116	34 955.80	9 165.60	
201903	1 551	48 962.80	13 672.80	
201904	1 715	54 243.60	12 715.20	
201905	2 035	64 547.60	14 882.40	
201906	2 104	66 769.10	15 328.80	
201907	1 973	67 599.40	16 192.00	
201908	1 694	57 890.20	13 752.00	
201909	2 986	102 851.80	25 512.00	
201910	1 485	50 617.00	12 256.00	
201911	1 392	47 380.60	11 616.00	
201912	-	-	-	
202001	1 516	51 695.80	17 216.00	
202002	924	31 094.20	8 104.00	
202003	954	32 138.20	8 224.00	
202004	828	27 753.40	6 984.00	
202005	828	27 753.40	7 216.00	
202006	1 241	42 125.80	10 384.00	
Grand Total	146 087	3 620 928.20	837 150.00	
		4 458 078.20		

Sea Side Hotel				
			ANNEXURE B	
Water Consumption Levies				
Row Labels	Sum of Consumption	Sum of WC 02	Sum of SE20	
200803	75	756.60	776.60	
200804	115	1 392.60	653.40	
200805	182	2 457.90	739.20	
200806	169	2 251.20	554.40	
200807	186	2 585.30	821.10	
200808	210	2 976.50	3 843.30	
200809	246	3 563.30	3 456.90	
200810	284	4 182.70	3 385.60	
200811	226	3 237.30	1 941.20	
200812	234	3 367.70	1 092.50	
200901	286	4 215.30	3 245.30	
200902	171	2 340.80	823.40	
200903	201	2 829.80	1 317.90	
200904	165	2 243.00	1 110.90	
200905	169	2 308.20	2 553.00	
200906	163	2 210.40	1 738.80	
200907	227	3 513.10	1 327.50	
200908	229	3 548.30	1 997.50	
200909	238	3 706.70	1 570.00	
200910	268	4 234.70	1 222.50	
200911	215	3 301.90	3 147.50	
200912	264	4 164.30	1 960.00	
201001	240	3 741.90	4 630.00	
201002	57	537.30	2 207.50	
201003	368	5 994.70	1 842.50	
201004	321	5 167.50	2 045.00	
201005	368	5 994.70	2 107.50	
201006	279	4 428.00	2 080.00	
201007	361	5 871.50	2 460.00	
201008	347	5 625.10	1 860.00	
201009	335	5 413.90	1 577.50	
201010	287	4 569.10	1 880.00	
201011	458	7 578.70	2 932.50	
201012	306	4 903.50	2 407.50	
201101	409	6 716.30	4 082.50	
201102	297	4 745.10	1 527.50	
201103	289	4 604.30	1 567.50	
201104	375	6 117.90	1 937.50	
201105	421	6 927.50	2 012.50	
201106	277	4 393.10	2 375.00	
201107	256	4 413.20	1 920.00	
201108	345	6 139.80	2 010.00	
201109	440	7 982.80	2 025.00	
201110	351	6 256.20	1 727.50	
201111	351	6 256.20	1 685.00	
201112	389	6 993.40	2 762.50	
201201	390	7 012.80	3 860.00	
201202	300	5 266.80	2 337.50	
201203	328	5 810.00	2 387.50	
201204	452	8 215.60	3 012.50	
201205	405	7 303.80	2 485.00	
201206	385	6 915.80	2 572.50	
201207	379	7 307.35	4 278.00	
201208	400	7 745.20	3 405.00	
201209	421	8 183.05	2 937.00	
201210	427	8 308.15	2 652.00	
201211	495	9 725.95	3 300.00	
201212	426	8 287.30	3 573.00	
201301	403	7 807.75	5 064.00	
201302	383	7 390.75	2 403.00	
201303	439	8 558.35	3 252.00	
201304	506	9 955.30	3 378.00	
201305	478	9 371.50	3 441.00	
201306	328	6 244.00	2 925.00	
201307	593	12 637.90	4 860.00	
201308	943	19 832.60	7 711.20	
201310	409	8 516.30	3 322.80	
201311	370	7 642.70	3 139.20	
201312	309	6 276.30	4 708.80	
201401	444	9 300.30	7 124.40	
201402	291	5 873.10	3 218.40	
201403	331	6 769.10	2 689.20	
201404	274	5 492.30	2 408.40	
201405	369	7 620.30	3 164.40	

201406	539	11 428.30	4 820.40	
201407	327	7 186.00	4 601.00	
201408	247	5 252.00	3 865.70	
201409	392	8 746.50	6 462.90	
201410	232	4 890.50	3 736.70	
201411	340	7 493.30	5 456.70	
201412	381	8 481.40	6 213.50	
201501	246	5 227.90	7 636.80	
201502	255	5 444.80	3 698.00	
201503	231	4 866.40	4 145.20	
201504	286	6 191.90	4 940.70	
201505	257	5 493.00	4 231.20	
201506	560	12 795.30	5 663.10	
201507	-	-	-	
201508	244	5 555.20	4 960.80	
201509	280	6 487.60	5 470.40	
201510	295	6 876.10	5 595.20	
201511	258	5 917.80	5 460.00	
201512	321	7 549.50	6 900.40	
201601	289	6 720.70	8 543.80	
201602	170	3 638.60	4 331.60	
201603	245	5 581.10	2 355.60	
201604	295	6 876.10	2 132.00	
201605	193	4 234.30	1 383.20	
201606	347	8 222.90	2 865.20	
201607	207	4 924.60	609 603.50	
201608	293	7 315.40	5 142.30	
201609	286	7 120.80	5 752.30	
201610	334	8 455.20	5 904.80	
201611	269	6 648.20	5 087.40	
201612	437	11 318.60	6 825.90	
201701	258	6 342.40	9 320.80	
201702	169	3 868.20	5 721.80	
201703	227	5 480.60	7 789.70	
201704	210	5 008.00	6 777.10	
201705	258	21 243.20	6 508.70	
201706	224	5 397.20	12 090.20	
201707	219	5 666.00	11 845.60	
201708	301	8 126.00	7 316.40	
201709	250	6 596.00	6 545.90	
201710	312	8 456.00	7 135.50	
201711	388	10 736.00	8 341.50	
201712	322	8 756.00	8 978.00	
201801	592	15 952.00	20 736.50	
201803	292	7 856.00	10 244.30	
201804	229	5 966.00	7 778.70	
201805	212	5 456.00	1 420.40	
201806	291	7 826.00	14 465.30	
201807	162	4 237.00	6 127.20	
201808	58	910.80	17 560.80	
201809	-	-	-	
201810	-	-	-	
201811	-	-	-	
201812	-	-	-	
201901	-	-	-	
201902	-	-	-	
201903	-	-	-	
201904	-	-	-	
201905	-	-	-	
201906	-	-	-	
201907	-	-	-	
201908	-	-	-	
201909	-	-	-	
201910	-	-	-	
201911	21	208.00	4 752.00	
201912	25	272.00	11 864.00	
202001	192	5 620.60	14 128.00	
202002	1	-	-	
202003	-	-	-	
202004	-	-	-	
202005	-	-	-	
202006	-	-	-	
Grand Total	38 397	783 049.65	1 153 785.50	
		1 936 835.15		

Sea Side Hotel			
		ANNEXURE C	
Water Consumption Levies			
Water Levies - Meter number L6654705			
Water Levies - Meter number S985845906			
Row Labels	Sum of Consumption	Sum of WC 02	Sum of SE20
200803	-	-	-
200804	-	-	-
200805	-	-	-
200806	-	-	-
200807	-	-	-
200808	1 022	15 765.60	7 686.60
200809	931	14 282.30	6 913.80
200810	926	14 200.80	6 771.20
200811	412	5 822.60	3 882.40
200812	18	52.50	1 092.50
200901	758	11 462.40	6 490.60
200902	-	-	-
200903	-	-	-
200904	13	-	-
200905	42	294.20	2 553.00
200906	-	-	-
200907	-	-	-
200908	-	-	-
200909	-	-	-
200910	-	-	-
200911	35	232.30	3 147.50
200912	55	500.70	1 960.00
201001	603	9 648.60	9 260.00
201002	-	-	-
201003	-	-	-
201004	17	56.70	2 045.00
201005	116	1 559.50	2 107.50
201006	-	-	-
201007	111	1 330.70	2 460.00
201008	9	9.45	1 860.00
201009	9	9.45	1 577.50
201010	8	-	-
201011	9	9.45	2 932.50
201012	4	-	-
201101	659	10 634.20	8 165.00
201102	3	-	-
201103	5	-	-
201104	4	-	-
201105	28	189.00	2 012.50
201106	-	-	-
201107	1	-	-
201108	4	-	-
201109	18	99.00	2 025.00
201110	1	-	-
201111	-	-	-
201112	31	148.50	5 525.00
201201	531	9 195.00	7 720.00
201202	5	-	-
201203	3	-	-
201204	7	-	-
201205	-	-	-
201206	-	-	-
201207	1	-	-
201208	9	10.60	3 405.00
201209	-	-	-
201210	8	-	-
201211	10	-	-
201212	24	148.40	3 573.00
201301	519	9 631.55	10 128.00
201302	9	-	-
201303	2	-	-
201304	5	-	-
201305	13	53.00	3 441.00
201306	7	-	-
201307	30	188.70	4 860.00
201308	-	-	-
201309	-	-	-
201310	-	-	-
201311	-	-	-
201312	537	11 383.50	4 708.80
201401	808	16 808.60	14 248.80
201402	5	-	-
201403	10	22.20	2 689.20
201404	-	-	-
201405	32	177.60	6 328.80
201406	98	1 482.70	4 820.40
201407	91	1 492.40	4 601.00

201408	-	-	-	
201409	92	1 311.25	12 925.80	
201410	-	-	-	
201411	97	1 588.80	5 456.70	
201412	-	-	-	
201501	337	6 720.30	15 273.60	
201502	8	-	-	
201503	-	-	-	
201504	9	11.65	4 940.70	
201505	27	209.70	4 231.20	
201506	-	-	-	
201507	-	-	-	
201508	1	-	-	
201509	-	-	-	
201510	-	-	-	
201511	-	-	-	
201512	3	-	-	
201601	260	5 969.60	8 543.80	
201602	21	159.90	4 331.60	
201603	115	2 214.10	2 355.60	
201604	115	2 214.10	2 132.00	
201605	73	996.80	1 383.20	
201606	99 932	4 337.90	2 865.20	
201607	-	-	-	
201608	-	-	-	
201609	85	1 032.00	11 504.60	
201610	-	-	-	
201611	-	-	-	
201612	-	-	-	
201701	373	8 709.40	18 641.60	
201702	4	-	-	
201703	-	-	-	
201704	1	-	-	
201705	15	91.90	6 508.70	
201706	-	27 303.60	12 090.20	
201707	1 012	29 456.00	11 845.60	
201708	2	-	-	
201709	1	-	-	
201710	1	-	-	
201711	-	-	-	
201712	1	-	-	
201801	128	2 936.00	14 264.30	
201802	-	-	-	
201803	-	-	-	
201804	-	-	-	
201805	-	-	-	
201806	-	-	-	
201807	-	-	-	
201808	-	-	-	
201809	-	-	-	
201810	192	5 203.00	6 746.40	
201811	25	251.60	6 696.00	
201812	-	-	-	
201901	58	910.80	8 222.40	
201902	125	3 045.60	8 244.00	
201903	-	-	-	
201904	73	1 371.20	12 312.00	
201905	101	2 272.80	13 492.80	
201906	94	2 047.40	13 572.00	
201907	169	4 820.20	1 352.00	
201908	182	5 272.60	25 848.00	
201909	383	12 267.40	20 664.00	
201910	126	3 323.80	15 432.00	
201911	-	-	-	
201912	-	-	-	
202001	-	-	-	
202002	-	-	-	
202003	-	-	-	
202004	-	-	-	
202005	-	-	-	
202006	-	-	-	
Grand Total	112 857	272 951.60	422 867.60	
		695 819.20		

Calculation of Adjustments		
Details	Amount	
Total Value of water levies - Mile	4 458 078.20	Annexure A
Credit adjustments for non levies period 201507-201605	- 491 491.60	
Total Value of water levies - Sea Side Hotel	- 2 632 654.35	Annexure B & C
Amount to be credited Mile 4 account	1 333 932.25	



Municipality of Swakopmund

P.O. Box 53, Swaykennuñ

Tel (064) 410 4111 Fax (088) 651 9141

ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkman.com.au

Annexure "D"

MYL 4 (EDMS) BPK CARAVAN PARK .
POSBUS 3452
VINETA
13003

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2023/10/21
Account Number	4400400015
Reference	20231022-17320
Deposit	

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
77007	77007	0.000	19/04	BLANKET RPTG		8.00	2394639.72	2394639.72
4119	4194	75.000	19/04	GRDWP SERVICE		0.00	750.45	750.45
567	567	0.000	19/04	WA CONNECTION DOW	25%	0.00	0.00	0.00
			19/04	WA CONNECTION DOW	25%	0.00	1599.28	1599.28
			19/04	WA CONNECTION DOW	25%	0.00	0.00	0.00
			19/04	WP BEEP COLLECTION SYSTEM	15%	104.19	104.19	104.19
			19/04	WS BACD BUSINESS	15%	111.71	144.15	144.15
			19/04	WS ADDITIONAL BUSINESS	15%	91.15	631.15	631.15
			19/04	WT TIME ENHANCE PRG - BAC	15%	2.60	0.00	0.00
			19/04	WZ CORPUS TEST BNC	15%	31.58	0.00	0.00
			19/04	XC OPERATING SERVICE BNC	15%	3.60	0.00	0.00
			19/04	XA BACD 100 SEC BNC	15%	22.48	215.27	215.27
			19/04	XA BACD 400 SEC BNC	15%	21.18	201.18	201.18
			19/04	XA BACD 150 SEC BNC	15%	7.24	140.18	140.18
Meter Readings Dates								
Previous	Current							
2023/08/29	2023/10/02		Total			744.80	2395384.47	2395384.47

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	2373447.73	5537.09	7827.45	7212.71	2394024.98

MESSAGE

PLEASE NOTE: THE ACCOUNTS ARE PAYABLE ON OR BEFORE 07 NOVEMBER 2023 TO AVOID THE DISCONNECTION OF WATER SUPPLY.

Property Information				Details of Property Assessment	
Stand No.	00000099	Ward	1	Land	Improvements
Township	001 057 MILE 4				
Street Address	KARAVAN PARK	904		Building Clause	
Portion	00000			Valuation	Date
Area	53461				
Unit	001/057/00000099/0000000000000000				
					Annual Levy

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality

P.O. Box 53

P.O. Box 50
Swakopmund

Name	Due Date	2023/1/07
MYL 4 (EDMS) BPK CA	Account No.	44000400015
REMITTANCE ADVICE	Amount	2304024.00R

Bank Details: FNB, Swakopmund

Account Number: 62249603300 * Branch Code: 280 472

Fax No for confirmation: 0886519140

E-Mail for confirmation: payments@swkmu.ac.th

11.1.15 **WRITING OFF REDUNDANT ITEMS AT THE ECONOMIC DEVELOPMENT SERVICES DEPARTMENT -**
(C/M 2023/11/30 - 16/2/6/1)

Ordinary Management Committee Meeting of 09 November 2023, Addendum 8.10 page 126 refers.

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

1. Introduction:

This submission is seeking permission from Council to write off ten (10) wooden doors, one (1) wooden pole and one (1) office chair and sell them by the means of public auction.

2. Background:

During the year 2022, Economic Development Section embarked on the renovation of business trading facilities at Erf 4352 (Mondesa (MSME Park), Erf 4353 (Mondesa taxi rank kiosks) and ten business units at Erf 4354A. Renovation comprised of mainly repainting as well as repairing anything that deemed necessary.

During the renovation, ten (10) doors at erf 4354A business stalls were found to be in a deplorable state and were thus replaced. The doors are currently kept at the SME Park together with other redundant items as listed below:

No	Description	Quantity
1	Wooden doors	10
2	Wooden pole	1
3	Office chair	1

3. Proposal:

In light of the above, the Economic Development Department proposing that Council write off ten (10) wooden doors, one (1) wooden pole as well as one (1) office chair and sell them by means of a public auction.

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

RECOMMENDED:

- (a) That Council approves the writing-off of the following items from the Economic Development Services Department as listed below:

No	Description	Quantity
1	Wooden doors	10
2	Wooden pole	1
3	Office chair	1

- (b) That the written-off items indicated in (a) above be sold by means of a public auction by the Council.

- (c) That the 10 wooden doors be retained for future use.

11.1.16 **REPORT: 12TH TKC (TRANS KALAHARI CORRIDOR) JOINT LAW ENFORCEMENT OPERATION FROM 31 JULY UNTIL 05 AUGUST 2023, JWANENG, BOTSWANA**
(C/M 2023/11/30 - 11/1/4/35)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 8.11 page 127 refers.

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

Management Committee on **13 July 2023** under item **9.1** resolved as follows:

- (a) *That Council grants permission to Senior Traffic Officer Mr. T Shindume and the Manager: Emergency Law Enforcement, Mr. M Cloete to attend the 12th TKCMC Joint Law Enforcement Operation from 31 July until 05 August 2023 in Botswana.*
- (b) *That the cost of subsistence and travelling allowance be defrayed from the conference vote 3505 155 055 00 where N\$100 000.00 is available.*
- (c) *That special leave be granted to the two officials during this period to attend the 12th TKCMC operation in, Botswana.*

The above resolution was executed, and the two officials attended the 12th (TKCMC) Trans Kalahari Corridor Joint Law Enforcement Operation from **31 July – 05 August 2023** in Botswana. The Trans Kalahari Corridor (TKC) Member States were represented at this event by various government departments and agencies such as revenue services, law enforcement, immigration, agriculture, social security service providers (Funds), health and transport. The operation was held under the theme: **‘Harmonization of Operational Procedures and Standards along the TKC.’**

Attached, is the final 12th (TKCMC) Trans Kalahari Corridor Joint Law Enforcement Operation Report for information.

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

RECOMMENDED:

That Council takes note of the 12th (TKCMC) Trans Kalahari Corridor Joint Law Enforcement Operation Report held in Jwaneng, Botswana from 31 July until 05 August 2023.

11.1.17 **CONCEPT DESIGN FOR THE RENOVATION OF THE FACILITIES
ON ERF 610 TAMARISKIA TO SERVE AS AN EMERGENCY
SHELTER**
(C/M 2023/11/30 - T 610)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 8.15 page 184 refers.

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

INTRODUCTION

The purpose of the submission is to seek the approval in concept and funding from Council for the proposed renovations of the facilities located on Erf 610, Tamariskia, to create an Emergency Shelter for fire victims. The concept has been compiled by the appointed consultant on the project, Loubser Kotze Architects Incorporated.

BACKGROUND

The Municipality of Swakopmund has been experiencing a high volume of fire cases particularly in DRC. Several shacks were burned to ashes during the past three years mostly around May/June/July. Most cases are caused by electrical failures and sometimes causes are not known. In 2022 Swakopmund recorded 22 and 30 shacks in May and June respectively, that burned down. The fast spread of fire is mostly attributed to strong East wind, which occurs during the indicated months. A life was also lost during this period. In addition, Council finds it difficult to accommodate the victims due to lack of proper facilities.

The Municipality of Swakopmund thus identified a need to establish a shelter which can accommodate the fire victims. Through deliberations, the previous House of Safety on erf 610 Tamariskia was identified as a suitable place to accommodate the victims. The House of Safety was constructed to house vulnerable children. Over the years this facility has become dilapidated to an extent that it was declared not fit for accommodation. As a result, the facility become vandalized because it has been unoccupied for a while. The facility is vandalized to the point where the superstructure is the only viable elements to keep. Most of the building will require complete renovation and possible alteration based on the new use.

DISCUSSION

The facility is substantially large. The use is complicated and the equipment as well. As this is a public facility that will be permanently in use, in excess of 500m², it was required to appoint a Registered Architect to act as Principal Agent.

On the 24 April 2023 the contract was signed with the Loubser Kotze Incorporated Architects after a protracted bidding process caused by an immensely convoluted Procurement Act that is in conflict with the Architects Act. None the less, the staff managed to move forward

against all odds to get the document compiled and the Architect appointed.

The original budget allocated to the project was N\$3 665 000.00. The Architect, and Consulting team, consisting of Engineers and a Quantity Surveyors was appointed for N\$508 380.00. The scope of services includes submissions to the aesthetics committee/council, design, technical documentation, construction supervision and close out for the construction.

The architect has completed the concept design with preliminary cost estimation of the renovations of the site as outlined in the Terms of References.

ARCHITECTS CONCEPT

The instructions to the Architect were to make use of as much of the existing facility as possible with additions as required to fit the future requirements/use and improve the environment.

Annexure “A” provides a photo representation with descriptions as provided by the appointed Architect. Included in the presentations are cost estimates as compiled by the Engineers and Quantity Surveyors. The presentation is also compiled into a short video, intended to be presented to the Management Committee of Swakopmund Municipality.

The facility floor area is in excess of 850m². Therefore, the design concept will have to be presented to the Aesthetics Committee. After the Aesthetics Committee approval, there is not further requirement for approval and it will be possible for the consulting team to finalise the documentation for tender purposes.

As can be seen in the presentation, the project is proposed to be executed in three phases. Phase 1 is the cost estimates to renovate the existing facilities only with minor alterations and small additions to the existing buildings only. The all-inclusive cost estimate for this is **N\$7 981 106.53**. Due to the current financial climate with multiple wars occurring across the globe, this price is very likely to escalate by an estimated 20% by the beginning of 2024. This is an unfortunate reality. Therefore, if the bidding process was to be conducted in July 2024, the estimated average bid amount including consulting fees would amount to approximately **N\$9 500 00.00**

To meet the full requirement of the Terms of Reference, it will be required to construct additional new buildings in Phase 2 and Phase 3 that will provide accommodation to single male and female fire victims in a “hostel type” building and an additional multi use hall. The additional all-inclusive costs of these buildings are estimated at **N\$4 963 051.57**.

PROPOSAL

The funds currently allocated to the 2023/2024 capital budget is only sufficient to pay for the services rendered by the Architect to date. Therefore, the capital budget vote will have to be increased to be able

to continue with construction work should the Council wish to see construction start in the 2023/2024 financial year.

It is proposed to construct the facility in two phases. Phase 1 to only include the renovation of the existing facilities with minor alterations and additions. Once the facility is in working condition and functioning, further evaluations can be made as to the need of additional buildings based on the use. If the need is established, phase two of the project can be initiated.

In regard to the budgetary difficulties experienced at present by the Municipality of Swakopmund, it is proposed that the funds for Phase 1 be made available for the 2024/2025 capital budget. This will allow the consultants and the staff of the Desing Office to fully complete the documentation for tender purposes after approval by Council and commence immediately with the bidding process in July of 2024.

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

RECOMMENDED:

- (a) That Council approves the design concept for the renovations, additions and alterations of the facilities located on Erf 610, Tamariskia to create an emergency shelter.**
 - (b) That after approval of the design concept, the engineering and planning services department obtain approvals from the aesthetics committee.**
 - (c) That all project documentation to be finalised during the 2023 / 2024 financial year to conduct the bidding process.**
 - (d) That the Council approves the construction to proceed in phases with phase one being executed only in the financial year of 2024 / 2025.**
 - (e) That the Council allocates N\$9 500 000.00 to the 2024 / 2025 Capital budget to attend to Phase 1 on the project.**
 - (f) That Council invites an expression of interest through the public procurement process to solicit potential proposals on how best the facility could be utilized.**
-

ANNEXURE A**TAMARISKIA EMERGENCY SHELTER
ERF 610 TAMARISKIA**

Prepared for: **MUNICIPALITY OF SWAKOPMUND**



Prepared by: **LOUBSER KOTZE ARCHITECTS INC**

A handwritten signature in black ink, consisting of a stylized 'L' followed by 'k'.

LOUBSER KOTZE ARCHITECTS INCORPORATED

TAMARISKIA EMERGENCY SHELTER

SEPTEMBER 2023

TABLE OF CONTENTS:

1. INTRODUCTION	3
2. PROPERTY INFORMATION & ASSESSMENT	3-4
2.1 Erf information	3
2.2 Infrastructure assessment	3-4
3. DESIGN PROPOSAL	4-5
3.1 Accommodation schedule	4
3.2 Concept design	4-5
4. COSTING	5-7
4.1 Phase 01	5
<i>4.1.1 Construction work</i>	<i>5</i>
<i>4.1.2 Electrical</i>	<i>5</i>
<i>4.1.3 Mechanical</i>	<i>5</i>
4.2 Phase 02	6
<i>4.2.1 Construction work</i>	<i>6</i>
<i>4.2.2 Electrical</i>	<i>6</i>
<i>4.2.3 Mechanical</i>	<i>6</i>
4.3 Phase 03	6-7
<i>4.3.1 Construction work</i>	<i>6</i>
<i>4.3.2 Electrical</i>	<i>6</i>
<i>4.3.3 Mechanical</i>	<i>7</i>
5. CONCLUSION	7

ADDEDNUM A – Engineering report
ADDEDNUM B – Accommodation schedule
ADDEDNUM C – Concept design plans
ADDEDNUM D – 3D's
ADDEDNUM E – Phase 01 JLQS project estimate
ADDEDNUM F – Detailed phase 01 Electrical estimate
ADDEDNUM G – Detailed phase 01 Mechanical estimate
ADDEDNUM H – Phase 02 JLQS project estimate
ADDEDNUM I – Detailed phase 02 Electrical estimate
ADDEDNUM J – Detailed phase 02 Mechanical estimate
ADDEDNUM K – Phase 03 JLQS project estimate
ADDEDNUM L – Detailed phase 03 Electrical estimate
ADDEDNUM M – Detailed phase 03 Mechanical estimate

TAMARISKIA EMERGENCY SHELTER**SEPTEMBER 2023****1. INTRODUCTION**

Loubser Kotze Architects Incorporated was appointed by the Municipality of Swakopmund for the planning, design, documentation and supervision of the renovation of Erf 610 Tamariskia to serve as a future emergency shelter. The project aims to refurbish existing dilapidated buildings to create a new accessible centre for those in need.

2. PROPERTY INFORMATION & ASSESSMENT**2.1 Erf information**

The property has an erf size of 4 227,00m² and is zoned as General Residential 2.

2.2 Infrastructure assessment

The property was inspected according to the national building regulations and standards, SANS 10400.

The current built area consists of approximately 1 600,00m². The existing infrastructure has been vandalised extensively; however, the overall condition of the structures is deemed good and structurally sound. A full engineering report has been prepared by Element Consulting Engineers and is included under **Addendum A**.



Photo 01 – View of existing north western boundary wall



Photo 02 – View towards existing bedroom cluster



Photo 03 – View of existing courtyard



Photo 04 – View towards existing laundry/ lounge area

TAMARISKIA EMERGENCY SHELTER**SEPTEMBER 2023**

All services, including electrical, fire, water and wastewater are damaged and beyond repair.

Internal finishes such as ceilings, tiles and sanitary fixtures are in a dire condition and will need to be replaced during the envisioned project.



Photo 05 – Internal view of existing kitchen area



Photo 06 – Internal view of existing bathroom area



Photo 07 – View of existing bathroom and sanitary fittings



Photo 08 – View of damaged ceilings inside dining area

3. DESIGN PROPOSAL

3.1 Accommodation schedule

An accommodation schedule was provided by the Municipality of Swakopmund in the original Terms of Reference. This accommodation schedule was further developed, and a full accommodation schedule with relevant sizes of all rooms is included under **Addendum B**.

3.2 Concept design

The concept design was developed to re-use the existing infrastructure. A limited amount of new building work is required to keep development costs as low as possible. The design allows a phased approach, which when complete will consist of seven buildings constructed over three phases.

Phase 01 consists of an administrative building, with reception, offices, meeting room and staff amenities. The building also incorporates laundry, kitchen and dining facilities for the users of the facility. An outside seating area is provided adjacent to the dining area. Male and female dormitories with ablution facilities also form part of this phase, with 12 rooms provided for each. These are designed around designated courtyard areas, separating the male and female users. A caretaker's house and guard house will complete the phase, allowing for control and access of the complex.

TAMARISKIA EMERGENCY SHELTER**SEPTEMBER 2023**

In phase 02, family dormitories with ablution facilities will be added. A total of 8 rooms are included in the phase, with a separate designated courtyard.

Lastly, a multi-purpose centre will be added in phase 03 of the project. It is envisioned that this building will act as spillover space for the centre, as gathering space or that it can be rented out when the complex is not in use, allowing income generation for the facility.

The masterplan and phased plans have been included under **Addendum C**, with 3Ds of the design proposal included under **Addendum D**.

4. COSTING

The project will be constructed in three phases. Cost proposals for each phase were prepared by Jurgens Laubscher Quantity Surveyors Incorporated.

4.1 Phase 01

The total cost for the construction of phase 01 will amount to N\$ 7 196 079.66, including VAT, which includes preliminaries, demolitions, alterations & renovations, external works, provisional sums and a construction contingency. A total budgetary estimate for the phase is included under **Addendum E**.

Professional fees and disbursement for this phase according to Government Gazette are estimated at N\$ 785 026.87, including VAT, which brings the total estimated cost of the phase to N\$ 7 981 106.53.

The following has been included in the construction of this phase:

4.1.1 Construction work:

All construction work and services will be competed for the administration building, male and female dormitories, guard house and caretaker's house. This includes the demolition of existing infrastructure, the renovation thereof as well as newly constructed areas and external works.

A phase 01 development plan is included under **Addendum C**.

4.1.2 Electrical:

- Electrical distribution, wireways, power and lighting installation.
- Generator for the office section.
- CCTV, data and telephone infrastructure.
- Lightning and earthing protection.
- Fire detection.

Full details and costing are included under **Addendum F**.

4.1.3 Mechanical:

- Air-conditioning units for the offices, reception, and meeting room in the administration building.
- Air-conditioning unit for the bedrooms and living room in the caretaker's house.
- Ventilation units to all ablution, the laundry and kitchen.
- Limited laundry and kitchen equipment.
- An extraction canopy in the kitchen.
- LPG installation.
- Fire protection services.

Full details and costing are included under **Addendum G**.

TAMARISKIA EMERGENCY SHELTER

SEPTEMBER 2023

4.2 Phase 02

The total cost for the construction of phase 02 will amount to N\$ 2 271 160.59, including VAT, which includes preliminaries, new building works, external works, provisional sums and a construction contingency. A total budgetary estimate for the phase is included under **Addendum H**.

Professional fees and disbursement for this phase according to Government Gazette are estimated at N\$ 247 762.98, including VAT, which brings the total estimated cost of the phase to N\$ 2 518 923.57.

The following has been included in the construction of this phase:

4.2.1 Construction work:

All construction work and services will be competed for the family dormitories and ablution, including required external works.

A phase 02 development plan is included under **Addendum C**.

4.2.2 Electrical:

- Electrical distribution, wireways, power and lighting installation.
- CCTV, data and telephone infrastructure.
- Lightning and earthing protection.
- Fire detection.

Full details and costing are included under **Addendum I**.

4.2.3 Mechanical:

- Ventilation units to ablution.
- Fire protection services.

Full details and costing are included under **Addendum J**.

4.3 Phase 03

The total cost for the construction of phase 03 will amount to N\$ 2 203 721.97, including VAT, which includes preliminaries, new building works, external works, provisional sums and a construction contingency. A total budgetary estimate for the phase is included under **Addendum K**.

Professional fees and disbursement for this phase according to Government Gazette are estimated at N\$ 240 406.03, including VAT, which brings the total estimated cost of the phase to N\$ 2 444 128.00.

The following has been included in the construction of this phase:

4.3.1 Construction work:

All construction work and services will be competed for the multi-purpose centre and ablution, including required external works.

A phase 03 development plan is included under **Addendum C**.

4.3.2 Electrical:

- Electrical distribution, wireways, power and lighting installation.
- CCTV, data and telephone infrastructure.
- Lightning and earthing protection.
- Fire detection.

Full details and costing are included under **Addendum L**.

TAMARISKIA EMERGENCY SHELTER

SEPTEMBER 2023

4.3.3 Mechanical:

- Ventilation units to ablution.
- Fire protection services.

Full details and costing are Included under **Addendum M**.

5. CONCLUSION

The information provided is aimed to assist the Municipality of Swakopmund to make an informed decision on the project design and related costs.

The consulting team is ready to provide further information and details should it be required.



Shop 8, Moringa Gardens, 29 Otavi Street, Swakopmund, NAMIBIA
 P O Box 671, Swakopmund, NAMIBIA, 13001
 Tel: +264 64 406 700
 +264 81 247 1995
 E-mail: bennie@element.com.na
 Website: www.element.com.na

WINDHOEK ONGWEDIVA SWAKOPMUND KEETMANSHOOP

Our Ref.: 23048

Date: 21 June 2023

Municipality of Swakopmund
 c/o Rakutoka & Daniel Kamho Street,
 PO Box 53
 Swakopmund

RE: Tamariskia Emergency Shelter: Visual Inspection

The Site was inspected on 21 June 2023 and the following conclusions were made:

1. General

The building complex was officially opened in July 1998, and probably constructed just before that. Despite the fact that the building complex has been brutally vandalized and everything that could be broken or stolen was, it is relatively "new" and structurally sound and a very valuable asset. With a basic renovation and overhaul exercise, it can easily be restored to its former glory.

2. Foundations

The foundations are all sound, the founding conditions good and no evidence of structural settlements or movements is evident.

3. Brick Walls

All brick walls, face brick and plastered, are sound, without structural cracks, and have been well constructed. The main structural factor regarding the walls, is the major damage that was caused by vandals when they chopped out each and every piece of water pipes and fittings, as well as electrical cabling, conduits, and fittings. The photos below depict some of this extensive damage.

However, all this damage is repairable with mortar and brick and has no influential structural significance.



LOUBSER KOTZE ARCHITECTS INCORPORATED
1000 10th Ave, Suite 100, Cape Town, 7701

**23/04 – TAMARISKIA EMERGENCY CENTRE
ACCOMMODATION SCHEDULE**

01 - ADMINISTRATION & OTHER SERVICES

Reception	25,70m ²
Boardroom/meeting room	15,00m ²
Office 01	12,00m ²
Office 02	16,40m ²
Kitchenette	2,10m ²
Staff WC	1,80m ²
Dining hall	76,30m ²
Laundry room	14,80m ²
Dry store	4,60m ²
Cold store	4,60m ²
Kitchen	36,30m ²
Passages	11,40m ²
Sitting area	35,00m ²

SUB-TOTAL 256,00m²

02 - FEMALE DORMITORIES

(12x) Female dormitories	108,40m ²
Female ablution	22,70m ²
Courtyard	97,00m ²

SUB-TOTAL 228,10m²

03 - MALE DORMITORIES

(12x) Single male dormitories	108,40m ²
Male ablution	23,80m ²
Courtyard	122,10m ²

SUB-TOTAL 254,30m²

04 – GUARD HOUSE

Security office	5,80m ²
WC	1,50m ²
SUB-TOTAL	7,30m²

05 - CARETAKER'S HOUSE

Livingroom/ Dining	40,80m ²
Kitchen	12,40m ²
Bedroom 01	13,20m ²
Bedroom 02	13,20m ²
Bathroom	8,40m ²
Double Garage	42,00m ²
Passages	3,10m ²
SUB-TOTAL	133,10m²

06 - FAMILY DORMITORIES

(8x) Family dormitories	143,70m ²
Family ablution	22,70m ²
Courtyard	96,80m ²
SUB-TOTAL	263,20m²

07 - MULTI - PURPOSE CENTRE

Multi-purpose hall	95,80m ²
Kitchen	7,60m ²
Store	7,60m ²
Ablution	21,20m ²
Passages	4,00m ²
SUB-TOTAL	136,20m²

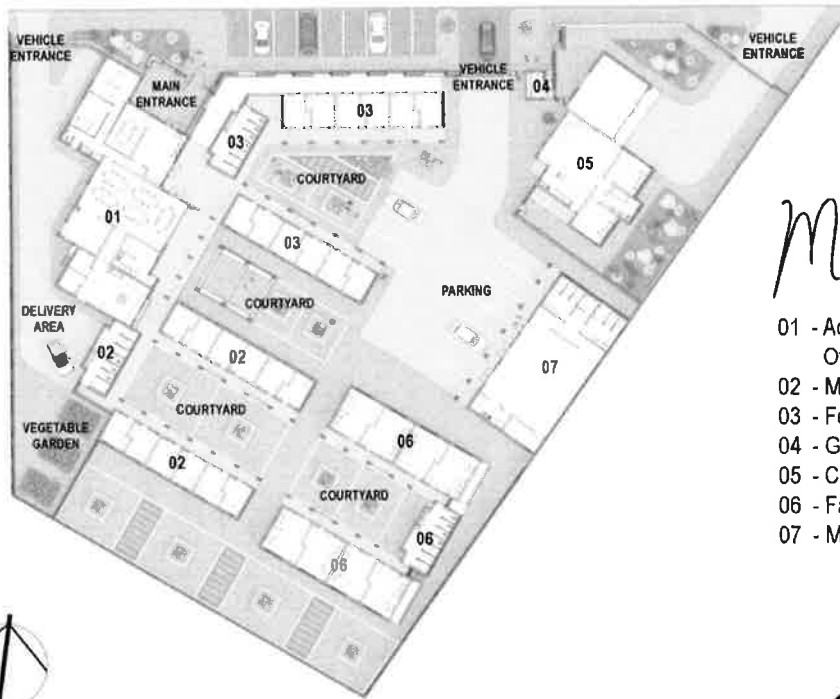
TOTAL BUILT AREA 1 278,20m²

EXTERNAL CIRCULATION

Covered walkways/ circulation	181,00m ²
Courtyards	337,90m ²

TOTAL CIRCULATION AREA 518,90m²

OVERALL AREA 1 797,10m²



Master Plan

- 01 - Administration & Other services
- 02 - Male Dormitories
- 03 - Female Dormitories
- 04 - Guard House
- 05 - Caretaker's House
- 06 - Family Dormitories
- 07 - Multi-purpose Centre



lk



Phase 01

- 01 - Administration & Other Services
- 02 - Male Dormitories
- 03 - Female Dormitories
- 04 - Guard House
- 05 - Caretaker's House



lk



Phase 02

06 - Family Dormitories



lk



Phase 03

07 - Multi-purpose Centre



lk



















11.1.18 **PROGRAMME FOR ORDINARY MONTHLY MANAGEMENT COMMITTEE AND COUNCIL MEETINGS FOR 2024**
(C/M 2023/11/30 - 5/2/1/1/2)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum **8.17** page **215** refers.

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

1. Ordinary Management Committee- and Council meetings are determined in terms of Sections 14 and 24 of the Local Authorities Act, (Act 23 of 1992, as amended). In terms of the legislation, notices for meetings should be served at least seventy two (72) hours before the meeting. Management Committee and Council meetings are ordinarily held during the second and last Thursdays of the month respectively.
2. It is important to note that all Management Committee and Council meetings will be held on the last Thursdays, as per the tradition, except for the following:

Meeting	Date of Meeting	Reason
Council	Tuesday, 2 nd April 2024	As a result of 29 th March & 1 st April 2024 being Public Holidays. (Good Friday & Ester Monday)

3. Submissions to the Management Committee meetings ordinarily close on the last Friday of each month. Council is on recess during December.
4. The election of the office bearers for 2023 will be held on **30 November 2023**, thus the election of office bearers for **2024** will be held on **29 November 2024**.
5. Section 11(2)(c) of the Local Authorities Act (Act 23 of 1992, as amended) states that the annual election of office bearers must be held : “... **on a date within a period of 30 days before the date on which the period of office of the Mayor or Chairperson or Vice-Chairperson of a Local Authority Council so elected expires.**”
6. **Attached as Annexure “A”** is the proposed programme in respect of Ordinary Management Committee and Council meetings to be held during 2024. A calendar for the year 2024 is **attached as Annexure “B”**.

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

RECOMMENDED:

- (a) That the attached programme for the Ordinary Management Committee and Council meetings for the period January 2024 until November 2024 (as per Annexure "A"), be approved.
 - (b) That the election of office bearers of Council for 2024 be arranged to take place on 29 November 2024 at 09:00.
 - (c) That the General Manager: Corporate Services and Human Capital arranges with the local magistrate to chair and facilitate the election of office bearers at the meeting scheduled for 29 November 2024.
-

MANAGEMENT COMMITTEE – AND COUNCIL MEETINGS FOR THE YEAR 2024

ELECTION OF OFFICE BEARERS (Refer to section 11 (2) (c) of the LA Act 23 of 1992, as amended.
QUOTE: "...on a date within a period of 30 days before the date on which the period of the Office of the Mayor or Deputy Mayor or Chairperson or Vice-Chairperson of a Local Authority Council so elected expires")

AGENDA OUT: -

DATE OF MEETING: -

MANAGEMENT COMMITTEE MEETING (08:00)				COUNCIL MEETING (19:00)	
MONTH	CLOSING DATE FOR AGENDA AT 13:00	AGENDA OUT	DATE OF MEETING	AGENDA OUT	DATE OF MEETING
JANUARY	Fri, 29 December	Fri, 05 January	Thurs, 11 January	Fri, 19 January	Thurs, 25 January
FEBRUARY	Fri, 26 January	Fri, 02 February	Thurs, 8 February	Fri, 23 February	Thurs, 29 February
MARCH	Fri, 23 February	Fri, 01 March	Thurs, 7 March	Fri, 22 March	Tues, 02 April
APRIL	Tue, 02 April	Fri, 05 April	Thurs, 11 April	Fri, 19 April	Thurs, 25 April
MAY	Fri, 03 May	Fri, 10 May	Thurs, 16 May	Fri, 24 May	Thurs, 30 May
JUNE	Fri, 31 May	Fri, 07 June	Thurs, 13 June	Fri, 21 June	Thurs, 27 June
JULY	Fri, 28 June	Fri, 05 July	Thurs, 11 July	Fri, 19 July	Thurs, 25 July
AUGUST	Fri, 26 July	Fri, 02 August	Thurs, 8 August	Fri, 23 August	Thurs, 29 August
SEPTEMBER	Fri, 30 August	Fri, 06 September	Thurs, 12 September	Fri, 20 September	Thurs, 26 September
OCTOBER	Fri, 27 September	Fri, 04 October	Thurs, 10 October	Fri, 25 October	Thurs, 31 October
NOVEMBER	Fri, 1 November	Fri, 08 November	Thurs, 14 November	Fri, 22 November	Thurs, 28 November
DECEMBER					

ANNEXURE " A "

RECESS

ANNEXURE B

CALENDAR FOR THE YEAR 2024

JANUARY						
S	M	T	W	T	F	S
	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			

01 New Year's Day

FEBRUARY						
S	M	T	W	T	F	S
				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		

MARCH						
S	M	T	W	T	F	S
					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						

21 Independence Day
29 Good Friday

APRIL						
S	M	T	W	T	F	S
	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				

1 Easter Monday

MAY						
S	M	T	W	T	F	S
		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	

1 Workers Day
4 Gasinga Day
9 Ascension Day
25 Africa Day

JUNE						
S	M	T	W	T	F	S
						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						

16 African Child Day

JULY						
S	M	T	W	T	F	S
	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			

AUGUST						
S	M	T	W	T	F	S
						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					

26 Heroes Day

SEPTEMBER						
S	M	T	W	T	F	S
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					

OCTOBER						
S	M	T	W	T	F	S
		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		

NOVEMBER						
S	M	T	W	T	F	S
					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

DECEMBER						
S	M	T	W	T	F	S
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				

10 Human Right's Day
25 Christmas Day
26 Family Day

RECESS

COUNCIL MEETING PUBLIC HOLIDAY

MC MEETING

11.1.19 **TRANSFER OF FUNDS FOR VARIOUS WATER AND WASTEWATER PROJECTS**

(C/M 2023/11/30 - 16/2/1/1/2; 16/2/1/1/1)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum **8.18** page **218** refers.

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

Purpose

The purpose of this submission is to get permission from the Management Committee for the creation of four (4) new votes for the purpose of (1) The Investigation and Design of a Water Reservoir for Vineta and the Northern Wedge Development, (2) Extension of Existing Water Network of Swakopmund Smallholdings, (3) Design and Supervision of Primary Settling Tank (PST) for New Treatment Plant and (4) Design and Supervision of Mechanical Sludge Drying Press for New Treatment Plant. This submission further seeks for permission to transfer funds from 2023/2024 capital budget as in vote number 60-00-3-10-206-00 [Water reservoir Smallholdings] to the above-mentioned new votes.

Background

Under the 2023/2024 Capital Budget an amount of N\$ 22 000 000.00 (vote 60-00-3-10-206-00 [Water reservoir Smallholdings]) was made available for the design and construction of a new 8 Mega Litre potable water reservoir for the Smallholdings Area.

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

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

Upon the finalization of the designs and documentation, Council went out on tender on the 16th of June 2023, for the procurement of works under the procurement reference, **W/ONB/SM-002/2023: Construction of an 8 Mega Litre Potable Water Reservoir for the Swakopmund Smallholdings**. The submission of bids closed on the 31st of July 2023. The evaluation of the bid submissions yielded no favourable outcome for a successful nomination for award due to bidders bid prices having been substantially way above the project estimates.

This outcome has subsequently resulted in a delay in the execution for the construction of the Smallholdings Reservoir and has stemmed the Engineering and Planning Services Department to revise and re-strategize on the project concern with specific emphasise on ways to cut down cost. As a strategy for the mean time while having unutilised funds available (under vote 60-00-3-10-206-00 [Water reservoir Smallholdings]) and to make up for the delay time caused, The E&PS Department has come up with pro-active and alternate planning strategies on addressing the Swakopmund Town's near future urgent needed potable water and wastewater infrastructure.

The following are E&PS departmental strategic proposals for Council's favourable consideration and ultimate give its approval for their funding.

1. Extension of Existing Water Network of Swakopmund Smallholdings

As a result of the unsuccessful bid outcome for the procurement of works for the construction of the Smallholdings reservoir, the E&PS Department through the appointed Consultant Ingplan Consulting Engineers, are busy reviewing the initial designs with the expectation of coming up with an economical option within the current Capital Project Budget. While this might take a bit of time, E&PS has identified construction activities within the initial scope of works for the construction of the Smallholdings reservoir and in order to cut cost, and time for the activity namely; The extension of existing water network of Swakopmund Smallholdings to be done in-house by the Project Division within the E&PS Department. Table 1, below shows anticipated cost implication.

Table 1: Extension of Existing Water Network of Swakopmund Smallholdings

Description	Amount (VAT excl.)
Cost: Extension of Existing Water Network of Swakopmund Smallholdings	N\$2 400 000.00
+ 10% Contingencies.	N\$240 000.00
Total Project Cost	N\$2 640 000.00

2. The Investigation and Design of a Water Reservoir for Vineta North, Mile 4, Ocean View and Northern Wedge Development

With the recent approval by Council for the development of the Northern Wedge, the E&PS Department has concerns with regards to the current municipal services and infrastructure's ability to sustainably accommodate such a development. A specific area of concern is with regards to the current water storage facilities and network to supply the water demand needs reliably and adequately for the new anticipated Northern Wedge development.

There have been recent reports of water supply issues eg low water pressure being experienced in the adjacent suburb of the

Northern Wedge, Vineta North, Mile 4 and Ocean View. Further incorporating the Northern wedge Area into the current water network system can carry great risk, in exacerbating the current low water pressure and even increasing fire risk within these areas. If one should consider the ability to suppress fire in the eventuality of it occurring.

Considering these concerns, the E&PS Department would like an investigation and design to be done for the eventual construction of a potable water reservoir dedicated to the mentioned areas including the Northern Wedge development. Table 2, below shows anticipated cost implication for the first phase for the Investigation and design of the water reservoir for Vineta North, Mile 4, Ocean View and Northern Wedge development.

Table 2: Estimated cost for The Investigation and Design of a Water Reservoir for Vineta North, Mile 4, Ocean View and Northern Wedge Development.

Description	Amount (VAT excl.)
Cost: Investigation and design of Water Reservoir for Vineta and Northern Wedge Development (consultancy services)	N\$1 400 000.00
+ 10% Contingencies.	N\$140 000.00
Total Project Cost	N\$1 540 000.00

3. Design and Supervision of Primary Settling Tank (PST) for New Treatment Plant

With the recent approval by Council for the development of the Northern Wedge, the E&PS Department has concerns with regards to the operations and capacity of the New Treatment Plant. The New Treatment Plant was designed to operate at 10ML/day inflow, but can be pushed to 12 ML/day, on emergency operations. Currently the New Treatment Plant is operating at a flow of between 7 – 8 ML/day and during peak seasons the flow increases to at least 10 ML/day and with the introduction on the Northern Wedge development will result that the current plant will not be able to handle the expected load.

Including a Primary Settling Tank into the operations of the New Treatment Plant, will reduce the velocity of the wastewater flow, allowing heavier organic solids (raw sludge) to settle, which will allow the other facilities in the plant not to be overloaded and result in an efficient and effective treatment process downstream.

In 2015, Messrs Ingplan Consulting Engineers was awarded the contract to design and supervise the construction of two Primary Settling Tanks, under the tender INF12/2015 – Design of Primary Settling Tanks at the Waste Treatment Plant Works. In 2016, the consultant completed the designs and documentation for the project, but the project was put on hold due to lack of funds. The consultant estimated that the project will cost Council an amount of N\$18 million.

As a means of being proactive, the E&PS Department are requesting that funds be made available to revise the design and specifications by using the services of the same consultant and to calculate a new cost for construction. It is considered important to implement the construction of this facility before Council sits in a situation where the facility is needed but not yet available. Table 3, below indicates an estimation of the costs.

Table 3: Design and Supervision of Primary Settling Tank (PST) for New Treatment Plant

Description	Amount (VAT excl.)
Cost: Design and Supervision of Primary Settling Tanks for New Treatment Plant (consultancy services)	N\$800 000.00
+ 10% Contingencies.	N\$80 000.00
Total Project Cost	N\$880 000.00

4. Design and Supervision of Mechanical Sludge Drying Press for New Treatment Plant

Recently a complaint was received from the Salt Company of water seepage in their operation area. It was suspected that the water is seeping through the New Treatment Plant and the Salt Company is concerned that this water is full of contaminants. Three sites were identified, namely the Salt Company operation site, downstream of the Matutura Pump station and upstream the Matutura Pumpstation, to take **surface water samples**.

The feedback from the specialist that did the sampling and analysis, concluded that the water seepage cannot be confirmed if it is from the New Treatment Plant and its operations. The specialist also reported that the bacteria and salt content can be attributed through animals (such as birds which frequent the ponds) contamination and seawater ingress.

However, it was instructed that the drying operations of the plant be reviewed to prevent any further future accusations by the Salt Company and the public towards the operations of the plant.

Therefore, the E&PS Department have identified a need to construct and operate a Mechanical Sludge Drying Press, which will use mechanical means to remove the moisture out of the treated sludge. This process will save on time and will result in an increase in manure production. Table 4, below shows anticipated cost implication.

Table 4: Design and Supervision of Mechanical Sludge Drying Press for New Treatment Plant

Description	Amount (VAT excl.)
Cost: Design and Supervision of Mechanical Sludge Drying Press for New Treatment Plant (Consultancy Services)	N\$800 000.00
+ 10% Contingencies.	N\$80 000.00
Total Project Cost	N\$880 000.00

FUNDS REQUIRED

The above summaries showcase the following:

Description	Amount (VAT excl.)
<i>Extension of Existing Water Network of Swakopmund Smallholdings</i>	<i>N\$2 640 000.00</i>
<i>Investigation and design of Water Reservoir for Vineta and Northern Wedge Development (consultancy services)</i>	<i>N\$1 540 000.00</i>
<i>Design and Supervision of Primary Settling Tanks for New Treatment Plant (consultancy services)</i>	<i>N\$880 000.00</i>
<i>Design and Supervision of Mechanical Sludge Drying Press for New Treatment Plant (Consultancy Services)</i>	<i>N\$880 000.00</i>
Total Cost for the four projects	<i>N\$5 940 000.00</i>

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

RECOMMENDED:

- (a) That the General Manager: Finance be granted permission to transfer from the current 2023 / 2024 capital budget, the amount of N\$2 800 000.00 from Vote: 600031020600 [Water Reservoir Smallholdings] into a new vote dedicated for "*Extension of Existing Water Network of Swakopmund Smallholdings*".
 - (b) That the General Manager: Finance be granted permission to transfer from the current 2023 / 2024 capital budget, the amount of N\$1 600 000.00 from Vote: 600031020600 [Water Reservoir Smallholdings] into a new vote dedicated for "*Investigation and Design of a Water Reservoir for Vineta North, Mile 4, Ocean View and Northern Wedge Development*".
 - (c) That the General Manager: Finance be granted permission to transfer from the current 2023 / 2024 capital budget, the amount of N\$900 000.00 from Vote: 600031020600 [Water Reservoir Smallholdings] into a new vote dedicated for "*Design and Supervision of Primary Settling Tank for New Treatment Plant*".
 - (d) That the General Manager: Finance be granted permission to transfer from the current 2023 / 2024 capital budget, the amount of N\$ 900 000.00 from Vote: 600031020600 [Water Reservoir Smallholdings] into a new vote dedicated for "*Design and Supervision of Mechanical Sludge Drying Press for New Treatment Plant*".
-

11.1.20 **GOOD GOVERNANCE, LEADERSHIP AND PROJECT MANAGEMENT TRAINING FOR LOCAL AUTHORITIES IN NAMIBIA 21-23 NOVEMBER 2023 IN ONGWEDIVA**
(C/M 2023/11/30 - 5/6/1; 5/1/1)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum **8.19** page **223** refers.

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

Introduction

The submission seeks Council's approval for the Councillors to attend the good governance, leadership, and project management training for all Local Authorities in Namibia as from **21-23 November 2023** in Ongwediva.

Background

ALAN in partnership with the Namibia University of Science and Technology (NUST) has scheduled to host a capacity building workshop on good governance, leadership, and project management for all local authorities. The (**attached**) letter includes more details pertaining to the training and its benefits.

The workshop is aimed to promote capacity building amongst municipal officials and elected Councillors in good governance and ethical leadership. It will also be focused on the importance of communication and transparency in delivering government mandates.

Training Program Details:

The training program is designed to promote effective governance as it will educate participants on best practices in governance, ensuring that our organization operates transparently, ethically, and in compliance with regulations. The training will further provide our leaders with the tools and knowledge required to inspire, guide, and lead our teams effectively.

Budget:

A detailed budget outlining the training costs and travel expenses, is attached for your review:

SUMMARY OF EXPENDITURE					
Item	Lunch Tarif (1x400,00)	Overnight Allowance (4x1000,0)	Accommodation (4x1000,00)	Transport cost (N\$3.80/km)	Total
<i>Cllr. D Namubes</i>	N\$400	N\$4000.00	N\$4000.00	-	N\$8,800.00
<i>Cllr. W Groenewald</i>	N\$400	N\$4000.00	N\$4000.00	N\$8,400.00	N\$17,200.00
<i>Cllr. C W Goldbeck</i>	N\$400	N\$4000.00	N\$4000.00	-	N\$8,800.00
<i>Cllr. Blasius Goraseb</i>	N\$400	N\$4000.00	N\$4000.00		N\$8,800.00

<i>Cllr Suamma Kautondokwa</i>	N\$400	N\$4000.00	N\$4000.00		
<i>Cllr Mathias Henrichsen</i>	N\$400	N\$4000.00	N\$4000.00		
<i>Cllr Petrus Shimhanda</i>	N\$400	N\$4000.00	N\$4000.00		
<i>Cllr David Am-!Gabeb</i>	N\$400	N\$4000.00	N\$4000.00		
<i>Cllr Erkki Shitana</i>	N\$400	N\$4000.00	N\$4000.00		
<i>Cllr Heinrich Hafeni</i>	N\$400	N\$4000.00	N\$4000.00		
<i>Mr. Alfeus Benjamin</i>	N\$400	N\$4000.00	N\$4000.00	N\$8,400.00	N\$17,200.00
<i>Mr Rudolf Karigub</i>	N\$400	N\$4000.00	N\$4000.00		N\$8800.00
TOTAL EXPENDITURE ON SUBSISTANCE AND EVENT COSTS				-	N\$131,200.00

In addition, to the travelling cost, a registration fee per delegate is required to the value of **N\$1 500.00**.

Registration fee	Amount	Total number of delegates
Cost per delegate	N\$1500.00	N\$16,500.00
Total		N\$16,500.00

Conclusion

We kindly request your approval for this training program, which we believe is essential for the development of the Council in implementing good governance and the advancement of our organization's goals.

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

RECOMMENDED:

- (a) That the Management Committee grants permission to the following Councillors to attend the good governance, leadership, and project management training.
 - *Councillor P N Shimhanda*
 - *Councillor D Am-!Gabeb*
 - *Councillor E Shitana*
 - *Councillor S M Kautondokwa*
- (b) That subsistence and traveling allowance cost be defrayed from the Council's Publicity Vote 101015533000.
- (c) That the total amount of N\$16 500.00 for the registration fee for all the delegates.
- (d) That the General Manager: Finance avail funds as the current vote does not have sufficient funds.
- (e) That Council through Corporate Services and Human Capital Department arranges for a similar training to take place in-house to accommodate more members of the Council and management cadres at a lower cost.



The Association for Local Authorities in Namibia

No. 24 Corner of Johan Albrecht & Pasteur Street Windhoek - West,
Box 2721 Windhoek

Telephone: +264 61 240914/5; Fax: +264 61 240929; Email: alan@iway.na; ww.alan.org.na

Enquiries: Ms. Maureen Kambala

October 23, 2023

To All Local Authorities in Namibia
Attention: Mayors & All Councillors
CEO & Management Cadres
ALAN Board of Directors

Dear Honourable Mayor's, Councillors & CEO's

GOOD GOVERNANCE, LEADERSHIP & PROJECT MANAGEMENT TRAINING FOR LOCAL AUTHORITIES IN NAMIBIA 21 - 23 NOVEMBER 2023 IN ONGWEDIVA

ALAN in partnership with the Namibia University of Science and Technology (NUST) has scheduled to host a Capacity building workshop on Good Governance, Leadership and Project Management for local authorities.

The workshop aims to promote capacity building amongst municipal officials and elected councilors in good governance and ethical leadership and will also explores innovative training and ethical leadership tools with a focus on the importance of communication and transparency in delivering government mandates.

The training will focus on the following key areas in detail;

Theme 1:

1. Introduction to good governance
2. Good governance and leadership in Africa
3. The good governance challenges in Africa
4. Understanding good governance in a local government environment.
5. Understanding the principles of good governance.

Board of Directors: S. !Oë-Amseb-President, Hilda Jesaja-Vice President, F.N. Kahungu, Job Amupanda, S. Nujoma, V. Shandjuuka, E. Goagoses, J. Ndeutepo, O. Kavandje, R. !Hoaeb, D. Van Wyk, G. Kanyanga, E. Gariseb, B. Fredricks, N. Amuthenu, A. K. Liveve, S. Asino, B. Mensah, L. Shamalaza, L.

Reg: 21/2007/0245

6. Good governance versus service delivery.
7. Good governance and the Sustainable Development Goal Eleven.
8. Accountability and transparency from a local government perspective.
9. Conflict and Dispute Management amongst councilors and technocrats.
10. The history and practice of coalition governance in Africa.
11. Ethical leadership and types of Leadership.

Theme 2:

- Demonstrate understanding of the fundamentals of project management.
- Describe the political environment and how it can assist in service delivery.
- Use project life cycle to manage community projects.
- Create sound collaboration between administrative and political offices.
- Demonstrate basic understanding of public management fundamentals.
- Demonstrate understanding of the project cost management.
- Outline the importance of resource planning for effective service delivery.
- Effective communication and engagement with the stakeholders.
- Develop an effective project proposal.

The ALAN leadership deems the training as critical for the local authority fraternity and therefore urge all municipalities to attend this important workshop in order to improve accountability and transparency.

The registration fees for the training workshop is **N\$ N\$1500.00** per delegate and is open to all municipal officials and elected councillors. All logistical details will be communicated in due course for any queries please don't hesitate to contact the ALAN secretariat. For ease of reference, kindly enclose find the registration form that includes the **banking details**.

Counting on your usual support.

Yours sincerely



**HON. DR. SAMUEL !OE – AMSEB
PRESIDENT OF ALAN**



Board of Directors: S. !Oë-Amseb-President, Hilda Jesaja-Vice President, F.N. Kahungu, Job Amupanda, S. Nujoma, V. Shandjuuka, E. Goagoses, J. Ndeutepo, O. Kavandje, R. !Hoeab, D. Van Wyk, G. Kanyanga, E. Gariseb, B. Fredricks, N. Amuthenu, A. K. Liveve, S. Asino, B. Mensah, L. Shamalaza, L.
Reg: 21/2007/0245