

Municipality of Swakopmund

AGENDA

NO. 2

ORDINARY COUNCIL MEETING

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



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11. **RECOMMENDATION OF THE MANAGEMENT COMMITTEE**

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

ITEM NO	SUBJECT	REF NO	PAGE
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11.1.34	Permission To Installed A CCTV Camera At The Entrance Circle On The B2 Main Road By Swakopmund Neighborhood Watch	13/3/1/2, 11/1/5/5	149
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12. **REPORTS AND RECOMMENDATIONS OF COMMITTEES OR THE CHIEF EXECUTIVE OFFICER**

None.

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

None.

11.1.21 **DELAY IN REGISTRATION OF TRANSFER OF OWNERSHIP: ERF 10033, EXTENSION 1, SWAKOPMUND TO SIMON HATWIKU LIPI SHIDOLO**
(C/M 2023/11/30 - E 10033)

Ordinary Management Committee Meeting of 09 November 2023, Addendum 10.1 page 03 refers.

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

1. Introduction

The purpose of this submission is to:

- *Inform Council of the delay of the transfer of the Erf 10033, Extension 1, Swakopmund to Mr Simon Hatwikulipi Shidolo as a result of Erf 10033, Swakopmund not being registered as a rateable / transferable property.*
- *Consider an extension of time to register and transfer of Erf 10033, Swakopmund; and*
- *Waive the payment of interest charges on the purchase price and rates and taxes until the erf is transfer to the purchaser.*

2. Background

Erf 10033, Extension 1, Swakopmund (3 923m²) was created by the subdivision of Erf 2226, Swakopmund which is a zoned "Public Open Space".

The subdivision of Erf 10033, Swakopmund was finalised and Dr Weder, Kauta & Hoveka Inc (hereinafter WKH) was requested on **04 March 2021** to attend to the registration of the new erf. All required documents were signed and returned to WKH on **28 September 2021**.

While in the process of registration, and reasonably anticipating the finalization thereof, Erf 10033, Swakopmund was sold at a closed bid sale on **24 June 2022** to Mr Shidolo at a purchase price in the amount of N\$2 731 636.06 less registration fee of N\$ 23 000.00, the balance therefore is N\$2 708 636.06. In terms of the conditions of sale, Mr Shidolo was granted 120 days to secure the balance of the purchase price, i.e., by **24 October 2022**.

3. Current Situation

Mr Shidolo settled the balance of the purchase price in the amount of N\$ 2 708 636.06 by a number of cash transfers to Council's bank account. The purchaser has also paid the transfer fee to Conradie & Damaseb (the conveyancing attorney) to affect the transfer (**Annexure "A"**).

Mr Shidolo complied with conditions of sale by settling the balance of the purchase price, paid the transfer fee as well as interest for two days as per memo from Finance Services Department dated **07 July 2023** (**Annexure "B"**). Without the property being registered in the Deeds Office as a transferable erf, transfer of ownership of Erf 10033, Swakopmund cannot take place. WKH as per letter dated **18 October 2023** (**Annexure "C"**) forwarded documents for Council's approval which includes, consent to closing of public open space, application for Erf 2226 to be registered under its own CRT which will be known as remaining extent of Erf 2226, Swakopmund (Public Open Space), application for the subdivision of Erf 2226, Swakopmund. It appears the documents signed and returned on **28 September 2021** was

incomplete. After the registration of Erf 10033 Swakopmund, Conradies & Damaseb will be able to proceed with transfer of the erf to Mr Shidolo.

Considering that the transfer of the erf to the purchaser is delayed because the property is not registered, it is proposed that the interest charges already paid be waived as well as rates and taxes until date of transfer.

4. **Payment of rates and taxes**

Clause 6.1 of the sale agreement stipulates that (assuming the erf is registered as transferable property in the Deeds Office):

"6.1 Should the ERF not appear on the municipal valuation roll on the effective date, the PURCHASER agrees to pay municipal rates levied on the purchase price as if it is a provisional valuation of the ERF; provided that any such payment is subject to amendment as soon as the valuation in accordance with the stipulations of the Local Authorities Act, 1992 (Act 23 of 1992) appears on the main valuation roll."

Finance Department as per memo dated **05 July 2023** was requested to open services accounts and levy municipal charges on erven sold on **24 June 2022**. Erf 10033, Swakopmund does not exist as rateable property (not yet registered in the Deeds Office) and ownership can accordingly not be transferred.

It is therefore proposed that no rates and taxes be levied on Erf 10033, Swakopmund until it is registered in the Deeds Office and the erf is transferrable to Mr Shidolo.

5. **Proposal**

The delay of the transfer of ownership to Mr Shidolo of Erf 10033, Swakopmund is caused by delays in registering the erf and the matter is not within the control of Mr Shidolo. It is therefore proposed that Council waives rates and taxes and any interest charges on the transaction until date of transfer.

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

RECOMMENDED:

- (a) **That Council takes note of the delay in transfer of ownership of Erf 10033, Swakopmund to Mr Simon Hatwiikulipi Shidolo due to the delayed registration of Erf 10033 Swakopmund as rateable property in the Deeds Office.**
 - (b) **That Council grants an extension of time to transfer Erf 10033, Swakopmund until the registration of the erf is finalised (registration of the erf and transfer of ownership will be lodged simultaneously).**
 - (c) **That the interest levied and paid on the transaction as a result of transfer not being finalised on 24 October 2022, it be waived since the delay was caused by Council not having the required documents in place to register the erf.**
 - (d) **That rates and taxes only be levied from the date Erf 10033, Swakopmund is registered as a transferable erf, and the rates and taxes paid to date be credited.**
-

ANNEXURE "A"**NOTIFICATION OF PAYMENT**

To Whom It May Concern

First National Bank Namibia hereby confirms that the following payment instruction has been received

Date Actioned	2023/02/15
Time Actioned	15:05:28
Trace ID	NAM0040824LB

Payer Details

Payment From	Simon H. Shidolo
Curr/Amount	NAD152 030.80

Payee Details

Recipient/Account No	297863
Name	Conradie Incorporated Tru
Bank	Bank Windhoek
BIC Code	BWLINANX
Reference	Simon Shidolo
Reason for payment	BU MORTGAGE BOND

END OF NOTIFICATION

To authenticate this Payment Notification, please visit the First National Bank of Namibia Limited website at fnbnamibia.com.na, select the "Verify Payments" link and follow the on-screen instructions.

Our customer (the payer) has requested First National Bank of Namibia Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. First National Bank of Namibia Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

Board of Directors: J. Zamboni-Katzev (Chairperson); J. Cassim; D. P. Cassim; K. Dlamini; (Chief Executive); P. Grottelweyer; C. R. Hesse; J. H. Hesse; R. H. Hesse; E. T. Hesse
Company Secretary: N. H. Hesse

First National Bank of Namibia Limited Reg. No. 2002/0180

RECORDED TO PROPERTY DIVISION
FOR RECORD PURPOSES ONLY

ANNEXURE "B"

TO: The General Manager - Corporate Services & Human Capital
FROM: The General Manager - Finance
DATE: 7 July 2023
REF: Erf 10033 SWK
SUBJECT: Proof of Payments Received Erf 10033 Swakopmund



The below listed payments were received and official receipts were issued as per attached copies

PAYMENTS RECEIVED - ERF 10033 MILE 4 SWAKOPMUND					
NO.	Date	Erf Number	Purchaser	Amount (N\$)	SWK-MUN Receipt Number
1)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233939
2)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233940
3)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233941
4)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233942
5)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233943
6)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233944
7)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233945
8)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233946
9)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233947
10)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233948
11)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233949
12)	08/09/2022	10033	Simon Hatuikulipi	100 000.00	233950
13)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233951
14)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233952
15)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233953
16)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233954
17)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233955
18)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233956
19)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233957
20)	08/09/2022	10033	Simon Hatuikulipi	50 000.00	233958
21)	09/09/2022	10033	Simon Hatuikulipi	50 000.00	234000
22)	09/09/2022	10033	Simon Hatuikulipi	50 000.00	234121
23)	12/09/2022	10033	Simon Hatuikulipi	50 000.00	234220
24)	15/09/2022	10033	Simon Hatuikulipi	50 000.00	235251
25)	30/09/2022	10033	Simon Hatuikulipi	50 000.00	525936
26)	30/09/2022	10033	Simon Hatuikulipi	50 000.00	525940
27)	30/09/2022	10033	Simon Hatuikulipi	50 000.00	525949

memo



28)	03/10/2022	10033	Simon Hatuikulipi	50 000.00	525963
29)	07/10/2022	10033	Simon Hatuikulipi	50 000.00	526431
30)	10/10/2022	10033	Simon Hatuikulipi	50 000.00	526532
31)	12/10/2022	10033	Simon Hatuikulipi	50 000.00	526614
32)	12/10/2022	10033	Simon Hatuikulipi	50 000.00	526678
33)	17/10/2022	10033	Simon Hatuikulipi	50 000.00	527045
34)	18/10/2022	10033	Simon Hatuikulipi	50 000.00	527054
35)	25/10/2022	10033	Simon Hatuikulipi	50 000.00	527297
36)	26/10/2022	10033	Simon Hatuikulipi	50 000.00	527358
37)	28/10/2022	10033	Simon Hatuikulipi	250 000.00	527713
38)	31/10/2022	10033	Simon Hatuikulipi	50 000.00	528078
39)	02/11/2022	10033	Simon Hatuikulipi	50 000.00	528232
40)	03/11/2022	10033	Simon Hatuikulipi	165 000.00	528573
41)	18/11/2022	10033	Simon Hatuikulipi	460 000.00	530105
42)	22/11/2022	10033	Simon Hatuikulipi	33 636.06	242861
TOTAL				2 858 636.06	

Interest payable is also confirmed hereunder.

Interest - Erf 10033					
NO.	Months	Days	Amount (N\$)	Int Rate	Interest (N\$)
1)	October 2022	7	981 636.06	8.50%	1 600.20
2)	November 2022	22	981 636.06	8.50%	5 029.20
TOTALS		29			6 629.41

Yours faithfully

H. Naruseb

GENERAL MANAGER: FINANCE

HN/afs

11.1.22 **FEEDBACK REPORT: FUNDS AND RESOURCES ALLOCATED DURING THE 2021-2023 FINANCIAL PERIOD**
(C/M 2023/11/30 - 3/P, 3/15/1/6/1)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 10.2 page 10 refers.

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

1. Introduction

This submission serves to give feedback to Council on the Sponsorship and Donations during the 2021-2023 financial period. It outlines the funds and resources allocated.

2. Background

The Sponsorship and Donations Policy Provides for:

Individuals, groups and organisations that operate in the following broad community sectors.

- Health
- Education
- Community
- Environment
- Arts and Culture
- Sports and Recreation

"As a general rule (under Exclusions), Council will not consider and support for the following:

- 7.1 *Individuals, groups, organisations, projects and other activities outside Namibia.*
- 7.2 *Advertising and promotions, including advertising solicited on behalf of another organisation.*
- 7.3 *Membership dues or school fees.*
- 7.4 *Reducing or donating the cost of rates and taxes on municipal accounts.*
- 7.5 *Churches or other religious groups.*
- 7.6 *Labour or political organisation or candidates for public office.*
- 7.7 *Corporate/family picnics.*
- 7.8 *Fraternal associations*
- 7.9 *Travel funds for trips, tours or expeditions.*
- 7.10 *Organisations or programmes that are sensitive, controversial, harmful, or pose a potential conflict of interest.*
- 7.11 *Professional fund-raisers working on behalf of an organisations.*
- 7.12 *Generic requests that may have been sent to various organisations - the "To whom it may concern" letter.*
- 7.13 *Additional funds for groups and organisations already under a multi-year Commitment."*

The expenses for the sponsorship and donations from **organisations and individuals** are defrayed from the following vote:

Vote number	Vote name	Amount budgeted N\$	Total Amount Available
150515533000	Publicity	200 000.00	N\$128 930.43

It should be noted that although **N\$300 000.00** was budgeted for 2021-2023, only **N\$200 000.00** is budgeted for 2023-2024.

These funds will be sufficient because during the previous financial period, the funds in the vote were not totally depleted.

The vote is also used for expenses such as advertising, refreshments (Expos & Public meetings), production, videos, equipment, etc.

3. Report on Funds allocated to applicants

Sponsorship awarded during the 2021-2022 Financial Year:

Month	Individual / Organisation	Description	Total / Value of Resources
July	Mr Jonas Jonas	Sports equipment for Olympics	N\$12 885.85
October	Coastal Warriors Volleyball Club	Rental of the volleyball area at the MTC Dome	N\$10 560.00
October	Ms Chelsi Shikongo	Participation at the Miss World pageant	N\$10 000.00
August	Scientific Society Swakopmund	Namibian Heritage Week	N\$5 000.00
August	Mr Shongolo	Cycling Gear/ Kit, Bike services and Accommodation	N\$12 145.00
August	Cancer Association Namibia (CAN)	Tea Party table for eight	N\$2 800.00
September	Cancer Association Namibia (CAN)	Hat & Roses	N\$5 000.00

Sponsorship awarded during the 2022-2023 Financial Year

Month	Individual / Organisation	Description	Total / Value of Resources
March	Office of the Governor	Vineta North Sport Stadium	N\$6 069.70
March	Tug of War Namibia	Vineta North Sport Stadium	N\$4 084.80
May	Pan- Afrikan Renaissance (Par) Leadership Summit	Printing of summit material	N\$10 000.00
July	Scientific Society Swakopmund	Namibian Heritage Week	N\$5 000.00
July	Swakop Atlantic Wrestling Academy	Twenty-five (25) uniforms	N\$10 000.00
July	ZJG Enterprises	Hosting of Episode 5. Of the adulling 102 (Thomas Hamunyele Amphitheatre)	N\$376.00
August	Nashville Investment	Open space Germina Shitaleni Multipurpose Centre	N\$4 005.06

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

RECOMMENDED:

- (a) That the feedback report of the funds and resources that was approved and allocated by Sponsorship Committee to the applicants during the 2022-2023 period be noted.
- (b) That it be noted that the N\$200 000.00 budgeted for the 2023-2024 Financial Year on the Publicity Vote 150515533000, currently has an available balance of N\$128 930.43.

5.1 GUIDELINES FOR THE ALLOCATION OF FUNDS FOR SPONSORSHIP OR DONATION TO APPLICANTS
(S/C 2021/10/12 - 3/P)

The Chairperson requested that the report on the votes that are used for sponsorship be submitted to the next Sponsorship Committee meeting to view how much funds are still available. It was also stated that all proposals be handled as they come in and that the threshold be that N\$10 000.00 or less per individual be sponsored and according to the application. If more than N\$10 000.00 is requested, then it should be motivated as such.

RESOLVED:

- (a) That the Votes used for the sponsorships be submitted to every Sponsorship Committee for review.
- (b) That the amount of N\$10 000.00 or less be sponsored to individuals and if more funds are requested, that the application be motivated as such.

5.2 REQUEST FOR COLLABORATION AND ASSISTANCE WITH FUNDING TOWARDS THE 2021 NAMIBIAN HERITAGE WEEK
(S/C 2021/08/09 - 3/15/1/5/3)

RECOMMENDED:

- (a) That Council takes note of the request from the Scientific Society Swakopmund for financial assistance towards the hosting of the 2021 Namibian Heritage Week scheduled to take place from 20-26 September 2021 at the Swakopmund Museum, in Swakopmund.
- (b) That Council donates N\$5 000.00 towards the production and editing of the videos of the event.
- (c) That the funds be defrayed from the Corporate Services Publicity Vote 150515533000.
- (d) That the videos and pictures of the event be posted on Council's social media platforms and website.

5.4 REQUEST FOR SPONSORSHIP TO PARTICIPATE IN THE 2021 NEDBANK DESERT DASH
(S/C 2021/08/09 - 3/15/1/6/1)

RECOMMENDED:

- (a) That the Sponsorship Committee approves the sponsorship request of Mr Shongolo's team to participate and represent the Swakopmund Municipality at the Nedbank Desert Dash that will be hosted from 10-11 December 2021.
- (b) That that the sponsorship be towards the Branded cycling Gear/ Kit, Bike services and accommodation for the team to the value of N\$12 145.00.
- (c) That the funds be defrayed from the Corporate Services Publicity Vote 150515533000 where N\$290 341.34 is available.

6.1 INVITATION TO THE PINK PLEASURES TEA PARTY: CAN-ERONGO
(S/C 2021/08/09 - 3/15/1/6/1)

RECOMMENDED:

- (a) That Management Committee takes note of the invitation from the Cancer Association Namibia (CAN) - Erongo Centre and support the Pleasures Tea Party scheduled to be hosted on 02 October 2021 at the Strand Hotel in Swakopmund.
- (b) That Council purchases a table for eight (8) at the value of N\$2 800.00 (N\$350.00 per ticket).
- (c) That the two (2) female Councillors attend the event.

- (d) That a photo shoot competition be held and that the (six) 6 winning staff members be nominate to attend the event.
- (e) That the funds be defrayed from the Corporate Services Publicity Vote 150515533000 where N\$290 341.34 is available.

5.2 REQUEST FOR SPONSORSHIP: THE COASTAL WARRIORS VOLLEYBALL CLUB
(S/C 2021/10/12 - 3/15/1/6/1)

RECOMMENDED:

- (a) That Management Committee approves the sponsorship request from the Coastal Warriors Volleyball Club by funding their annual access to the volleyball area at the Dome, Swakopmund for training.
- (b) That the amount of N\$2 640.00 be paid towards rental of the volleyball area for a period of eight months, at the Dome, Swakopmund.
- (c) That the funds be defrayed from the Corporate Services Publicity Vote 150515533000 where N\$25 8153.73 is available.

5.3 SPONSORSHIP REQUEST FOR MISS UNIVERSE PAGEANT
(S/C 2021/10/12 - 3/15/1/5/3, 3/15/1/5/3)

RECOMMENDED:

- (a) That the Management Committee sponsors the amount of \$10 000.00 to Miss Namibia 2021, Ms Chelsi Shikongo's participation at the Miss World pageant scheduled to be hosted during December 2021 in Israel.
- (b) That Miss Namibia 2021, Ms Chelsi Shikongo, be appointed as the brand Ambassador of Swakopmund and that the public be informed via Council's social media platforms.
- (c) That the funds be defrayed from the Corporate Services Publicity Vote 150515533000 where N\$258 153.73 is available.
- (d) That the organizers provide invoices of in respect of the amount of N\$10 000.00 to Council.

5.1 INVITATION: HATS & ROSES LADIES BREAKFAST
(S/C 2022/09/02 - 3/15/1/6/1)

RECOMMENDED:

- (a) That the Sponsorship Committee takes note of the invitation from the Cancer Association Namibia (CAN) – Erongo Centre.
- (b) That Council supports the Hats & Roses breakfast to be hosted on 29 October 2022 at the Dome (Sky Hall) in Swakopmund by donating N\$5 000.00.
- (c) That the funds be defrayed from the Corporate Service's Publicity Vote 150515533000, where N\$253500.13 is available.
- (d) That the Cancer Association Namibia (CAN) – Erongo Centre be requested to give Council feedback on their activities in Erongo region for 2021 and 2022 and especially to the Swakopmund residents.

5.4 REQUEST FOR SPONSORSHIP TOWARDS THE ANNUAL GOVERNOR'S CUP THAT WILL BE HOSTED IN SWAKOPMUND
(S/C 2022/03/08 - 3/15/1/6/1)

RECOMMENDED:

- (a) That the sponsorship request for hosting the 7th Annual Governor's Cup scheduled to take place from 15-18 April 2022 in Swakopmund, be noted.

- (b) That Council sponsors towards the rental fees for the venue (Vineta North Sport Stadium) to the value of N\$6 069.70.
- (c) The costs for the expenses mentioned above in (b), be defrayed from the Publicity Vote 150515566000 where N\$122 991.18 is available.
- (a) That the following Council's standard conditions be applied by the Organizers:
- (1) That the Governor's Cup organisers ensures that the facilities including the parking area are cleaned and restored to their original conditions to the satisfaction of the General Manager: Community Development Services within 48 hours after the event.
 - (2) That Council be indemnified against any claims that may arise from using the stadium.
 - (3) That the organizers be responsible for the provision of additional public ablution facilities on site, if required.
 - (4) That Council reserves the right to cancel the use of the stadiums should Council need them for its own purposes.
 - (5) That Governor's Cup organisers make prior arrangements with Erongo-RED for electricity connection at their own cost, should it be required.
 - (6) That Governor's Cup organisers submit proof that the following arrangements have been made:
 - Emergency Services
 - Traffic Control and Parking
 - Waste removal
 - Security Services
 - Liquor license (if required)

5.6 **REQUEST FOR SPONSORSHIP TO HOST THE 8TH AFRICAN TUG OF WAR CHAMPIONSHIPS IN SWAKOPMUND**
(S/C 2022/03/08 - 3/15/1/5/3)

RECOMMENDED:

- (a) That the sponsorship request for hosting the 8th African Tug of War Championships scheduled to take place from 30 June 2022 to 2 July 2022 in Swakopmund, be noted.
- (b) That Council sponsors towards the rental fees for the venue (Vineta North Sport Stadium) to the value of N\$4 084.80 (N\$1 021.20 x 4 days) and that the organisers be responsible for the payment of the refundable deposit of N\$4 293.00.
- (c) The costs for the expenses mentioned above in (b), be defrayed from the Publicity Vote 150515566000 where N\$122 991.18 is available.
- (e) That the organisers be informed that the rates of the Municipal Rest camp are on discount until 30 June 2022.
- (f) That the following Council's standard conditions be applied by the Organizers:
- (1) That the Tug of War International Federation organisers ensures that the facilities including the parking area are cleaned and restored to their original conditions to the satisfaction of the Swakopmund Municipality within 48 hours after the event.
 - (2) That Council be indemnified against any claims that may arise from using the stadium.
 - (3) That the organizers be responsible for the provision of additional public ablution facilities on site, if required.
 - (4) That Council reserves the right to cancel the use of the stadium should Council need them for its own purposes.
 - (5) That Tug of War International Federation organisers make prior arrangements with Erongo-RED for electricity connection at their own cost, should it be required.
 - (6) That Tug of War International Federation organisers submit proof that the following arrangements have been made:
 - Emergency Services
 - Traffic Control and Parking
 - Waste removal
 - Security Services
 - Liquor license (if required)

5.2 REQUEST FOR VENUE TO HOST PRIESTHOOD ORDINATION IN SWAKOPMUND
 (S/C 2023/05/30 - 14/2/3/3/1)

RECOMMENDED:

- (a) That permission be granted to the Holy Rosary Roman Catholic Church to make use of the Germina Shitaleni Multipurpose Centre Hall for the hosting of Deacon Gabriel Shikongo's Priesthood ordination on 17 June 2023.
- (b) That the applicant be responsible for the payment of the refundable deposit of the Multipurpose Centre, which is valued at N\$3 229.05.
- (c) That the rental fee to the value of N\$2 489.85 be defrayed from Vote Number: 450015533000 where N\$59 880.00 is available.
- (d) That Council be indemnified against any claims that may arise from using the hall.
- (e) That the Hall be restored to its original condition and to the satisfaction of the Swakopmund Municipality after the event.
- (f) That noise levels not to be more than 85 dB (Decibel) at the noise source (thus the speakers) and not more than 60 dB at a distance of 200m
- (g) That no person stays on the property overnight, except for security personnel.
- (h) That Council reserves the right to cancel the use of the hall should Council need the hall for its own purposes.

5.3 (1) REQUEST FOR ASSISTANCE WITH FUNDING TOWARDS THE 2023 NAMIBIAN HERITAGE WEEK
(2) PROPOSAL FOR AN OFFICIAL AGREEMENT ON THE SWAKOPMUND HERITAGE AND CULTURE COMMITTEE
 (S/C 2023/05/30 - 3/15/1/6/1)

RECOMMENDED:

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

5.4 REQUEST FOR SPONSORSHIP TOWARDS THE PAN- AFRIKAN RENAISSANCE (PAR) LEADERSHIP SUMMIT
 (S/C 2023/05/30 - 3/15/1/6/1)

RECOMMENDED:

That the request for sponsorship by Pan-Afrikan Renaissance (PAR) towards the venue of the event to the value of N\$46 600.00 for the Pan-Afrikan Renaissance Leadership Summit scheduled to take place from 25 - 26 August 2023 in Windhoek be turned as it is not beneficial to the community of Swakopmund and the event will be hosted in Swakopmund.

5.1 PROPOSED PROGRAMME AND CALENDAR FOR MONTHLY SPONSORSHIP AND DONATION COMMITTEE MEETINGS FOR 2023

(S/C 2023/07/04 - 3/15/1/6/1)

RESOLVED:

- (a) That Council take note of the request by ZJG Enterprises requesting sponsorship toward hosting the Episode 5 of the Adulting 102 scheduled to take place on 29th July 2023 at the Thomas Hamunyela Amphitheatre, Swakopmund.
- (b) That the Council approves the sponsorship toward hosting the Episode 5 of Adulting 102 for the following:
 - Provide the Thomas Hamunyela Amphitheatre inclusive of the parking area at 50% discount which is N\$ 376.00 (i.e., N\$376.00 x 0.50 x 2 days).
 - Provide wheelie bin and waste removal service at no cost during the event.
 - Assist with marketing the event on all the Municipal social media platform.
 - Collaborate with Messrs ZJG in hosting the event through Economic Development Service Office by sharing database and disseminate information among local MSMEs.
- (c) That Messrs ZJG pay a refundable deposit of N\$743.14. to cover for any damage to the venue after the event.
- (d) That Messrs ZJG be informed that Council cannot issue an endorsement letter / support letter to be used for seeking sponsorship only letters of intent, once a service has been provided.
- (e) That Messrs ZJG be informed that Council cannot sponsor electricity, safety and security neither financial assistance toward marketing material costs, the company must make its own provision.
- (f) That the applicant indemnifies Council against all and any claims in respect of damage to property and/or bodily injury to / loss of life of people that may arise from the utilization of the property.
- (g) That the noise be restricted to the immediate surrounding area (i.e., 85 Decibels) and upon any complaints of noise pollution or misbehaviour, the approval be terminated.
- (h) That all expenses (50% of the rental fee of the venue, provision of wheelie bins and waste removal) be defrayed from Publicity Vote: 450015533000 with an available balance of N\$60 000.00.

6.1 REQUEST FOR SPONSORSHIP: TOWARDS THE OPEN SPACE OF WEST OF GERMINA SHITALANI MULTIPURPOSE CENTRE

(S/C 2023/07/04 - 9/3/1/2)

- (a) That the Council take note of the request by Messrs Nashville Investment for sponsorship toward hosting the "Let's Eat Kapana" as scheduled to take place on 24-26 August 2023 at the open space west of Germina Shitaleni Multipurpose Centre.
- (b) That the Council approves the sponsorship toward hosting the "Let's Eat Kapana" for the following
 - Provide the open space Germina Shitaleni Multipurpose Centre at 50% discount of rental fees (i.e., N\$3, 596.67x 50/100= N\$ 1,798.34)
 - Provide wheelie bins and waste removal service with a value of N\$2,206.72
 - Assist with marketing the event on all the Municipal social media platforms.
 - Collaborate with Nashville Investment in hosting the event through Economic Development Service Office by sharing of MSME database.
- (c) That Nashville Investment cc makes provision for ablution facilities for the duration of the event at their own cost.
- (d) That the applicant indemnifies Council against all and any claims in respect of damage to property and/ or bodily injury to / loss of life of people that may arise from the utilization of the property.

- (e) That Nashville Investment cc provides for security during the event, and that the venue is restored to its original form after the event.
- (f) That noise be restricted to the immediate surrounding area (i.e., 85 Decibels) and upon any complaints of noise pollution or misbehaviour, the approval be terminated.
- (g) That all expenses (i.e., leasing of venue of open space at Germina Shitaleni Multipurpose Centre, 30 wheelie bins) be defrayed from the Publicity Vote: 450015533000 where an amount of N\$60 000 is available.

5.1 **REQUEST FOR SPONSORSHIP: SHIPI FM SWAKOPMUND SUNSET PROGRAM (MIMBALE YELELO LYA SWAKOPMUND)**
(S/C 2023/08/28 - 3/15/1/6/1)

RESOLVED:

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

RECOMMENDED:

- (a) That the Sponsorship Committee declines the sponsorship request to the value of N\$18 000.00 monthly, from Shipi FM towards the Swakopmund Sunset Program (Mimbale Yelelo Lya Swakopmund).
- (b) That it be noted that the procurement process should be followed as the monthly total proposed by Shipi FM exceeds the Small Value Procurement total.
- (c) That the General Manager: Corporate Services & Human Capital calls for bids and invite radio stations to participate, including Shipi FM.
- (d) That the offer from the Radio stations targets the demographic of Swakopmund.

5.2 **REQUEST FOR SPONSORSHIP OF HYGIENIC PACKS TO THE SWAKOPMUND CORRECTIONAL FACILITY**
(S/C 2023/08/28 - 3/15/1/6/1)

During the discussion of this item, the Chairperson approved the sponsorship amount of N\$10 000.00 as per the guidelines in the Sponsorship & Donation Policy although the total cost as per the quotation is N\$10 704.90. He stated that we should recommend to Management Committee to overrule the discission by increasing the cost from N\$10 000.00 to N\$10 704.90.

RESOLVED:

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

RECOMMENDED:

- (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 only but the Management Committee can overrule the decision by increase the amount to the value of N\$10 704.90, as per quotation.
- (c) That the funds be defrayed from the Corporate Services Publicity vote 150515533000 where N\$141 191.30 is available.

5.3 PARTNERSHIP FOR THE NAMIBIA ANNUAL SPORT AWARDS (NASA)
 (S/C 2023/08/28 - 3/15/1/6/1)

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

RESOLVED:

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

RECOMMENDED:

- (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 Namibia Sports Commission be advised to reserve the Municipal Rest camp at a 10% discounted rate as from 24-28 October 2023.
 - (d) That the funds be defrayed from the Corporate Services Publicity vote 150515533000 where N\$141 191.30 is available.
-

11.1.23 **AMENDED: SPONSORSHIP AND DONATION POLICY**
(C/M 2023/11/30 - 3/P)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 10.3 page 19 refers.

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

Sponsorship Committee on 13 July 2021 under item 6.1 resolved as follows:

That the Committee members create guidelines for the allocation of funds for sponsorship or donation to the applicants in the various activities in order to maintain fairness.

The Swakopmund Municipality supports individuals, groups and organisations that operate in the following broad community sectors under the following areas:

- Health
- Education
- Community
- Environment
- Arts and Culture
- Sports and Recreation

During the previous meeting held on 16 March 2023, the Chairperson requested the committee members to provide their input/ changes for the Sponsorship and Donation Policy and Guidelines and that the Policy and the application form be updated and submitted the next Sponsorship Committee meeting.

The amended policy and guidelines were reviewed, discussed, amended and approved at the Sponsorship Committee meeting held on 23 October 2023.

Attached is the Sponsorship and Donation Policy and Guidelines and the application form for approval.

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

RECOMMENDED:

That the amended Sponsorship and Donation Policy(on file) be approved.

**Attachments
To This Item
Will Be
Distributed
As Separate
Booklet**

- 11.1.24 **DELAY IN REGISTRATION OF TRANSFER OF OWNERSHIP: RE/ ERF 5159, EXTENSION 15, SWAKOPMUND TO DAMASK TRADING (PTY) LTD**
(C/M 2023/11/30 - E 5159)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum **10.4** page **21** refers.

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

1. Introduction

The purpose of this submission is to:

- *inform Council of the delay of the transfer of the Re/Erf 5159, Extension 15, Swakopmund to Damask Trading (Pty) Ltd (hereinafter referred to as "Damask") as a result of misplacing the original Subdivision Certificate and Townships Board approval;*
- *consider an extension of time to register and transfer of Re/Erf 5159, Swakopmund; and*
- *waive the payment of interest charges on the purchase price and rates and taxes until the erf is transfer to the purchaser.*

2. Background

The Erf 5159, Extension 15, Swakopmund was subdivided into Erf 10061 (electrical substation erf) and Re/Erf 5159, Swakopmund zoned "General Residential 2" with a density of 1:250 and measuring 10 202m².

The subdivision of Erf 5159, Swakopmund was finalised and Dr Weder, Kauta & Hoveka Inc (hereinafter referred to as WKH) was requested on 26 June 2020 to attend to the registration of the two newly created erven. On 02 July 2020, WKH confirmed receipt of the instruction and further requested the original Subdivision Certificate and original Townships Board approval to proceed with the registration.

As per memo on records dated **02 July 2023**, Engineering & Planning Services 2023 submitted the original documents to the office of the GM: Corporate Services & HC, however the documents were misplaced and therefore not received by the Property Section to deliver it to WKH for registration. On 25 July 2023, WKH was requested to obtain duplicate/true copies of the missing documents.

While in the process of obtaining the missing documents, the Re/Erf 5159, Swakopmund was sold at a closed bid on **28 July 2023** to Damask at a purchase price in the amount of N\$ 5 000 000.00 less registration fee of N\$ 37 000.00, the balance therefore is N\$ 4 963 000.00. In terms of the conditions of sale, Damask was granted 90 days to secure the balance of the purchase price, i.e. by **26 October 2023**. In terms of the deed of sale, Damask is obliged to pay the remaining amount on **26 October 2023** being the due date, should the purchase price not be paid it will attract interest of 11.5% per annum calculated from 26 October 2023 until the date of transfer.

3. Current Situation

Damask secured the balance of the purchase price in the amount of N\$4 963 000.00 with WKH and a letter of undertaking as guarantee was issued to Council (attached as **Annexure "A"**). The purchaser has also paid the transfer fee to KingLaw (the conveyancing attorney) to effect the transfer.

Damask complied with conditions of sale by securing the balance of the purchase price with a guarantee and has paid the transfer fee before the due date (i.e **26 October 2023**). Without originals / duplicates of the missing documents, transfer of the Re/Erf 5159, Swakopmund cannot take place. WKH as per email dated 17 October 2023 (**Annexure "B"**) confirmed that they have obtained the duplicate originals of the lost Subdivision Certificate and Townships Boad item from the Ministry of Urban and Rural Development and will proceed with registration of the erf simultaneous with transfer of the Re/Erf 5159, Swakopmund

Although the required documents have been obtained, it is unfortunately not possible that transfer will be finalised by 26 October 2023 as more time is required for document preparation before transfer can be lodged.

Considering that Council is delaying the transfer of the erf to the purchaser, it is proposed that should the Re/Erf 5159, Swakopmund not be transferred to the purchaser on 26 October 2023, the interest charges be waived until date of transfer.

4. Payment of rates and taxes

Clause 6.1 of the sale agreement stipulates that (assuming the erf is registered as transferable property in the Deeds Office):

"6.1 Should the ERF not appear on the municipal valuation roll on the effective date, the PURCHASER agrees to pay municipal rates levied on the purchase price as if it is a provisional valuation of the ERF; provided that any such payment is subject to amendment as soon as the valuation in accordance with the stipulations of the Local Authorities Act, 1992 (Act 23 of 1992) appears on the main valuation roll."

Finance Department as per memo dated 03 August 2023 was requested to open services accounts and levy municipal charges on erven sold on 28 July 2023. Re/Erf 5159, Swakopmund does not exist as rateable property (not yet registered in the Deeds Office) and ownership can accordingly to be transferred.

It is therefore proposed that no rates and taxes be levied on Re/Erf 5159, Swakopmund until it is registered in the Deeds Office and the erf is transferrable to Damask.

5. Proposal

The delay of the transfer of ownership to Damask of Re/Erf 5159, Swakopmund is caused by Council and the matter is not within the control of Damask. It is therefore proposed that Council grants the purchaser an extension of time, waive rates and taxes and any interest charges on the transaction until date of transfer.

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

RECOMMENDED:

- (a) That Council takes note of the possible delay in transfer of ownership of Re / Erf 5159, Swakopmund to Damask Trading (PTY) Ltd due to the replacement of the lost original Subdivision Certificate, Township Board Approval and registration of the Erf as rateable property in the Deeds Office.
 - (b) That Council grants an extension of time to transfer Re / Erf 5159, Swakopmund until the registration of the erf is finalised (registration of the erf and transfer of ownership will be lodged simultaneously).
 - (c) That if any interest arises on the transaction as a result of transfer not being finalised on 26 October 2023, it be waived since the delay was caused by Council not having the required documents in place to register the erf.
 - (d) That rates and taxes only be levied from the date Re / Erf 5159, Swakopmund is registered as a transferable erf.
-

ANNEXURE "A"

WINDHOEK
WKH House
Jon Jonker Road,
Aussgangplatz
PO Box 86482,
Namibia
Tel: +264 61 275 550
Fax: +264 61 238 802
(Conveyancing)
Fax: +264 61 220 533
(Litigation)

OHANGWEDIVA
Shop 27, Otjomuho Mall
Private Bag 3725,
Namibia
Tel: +264 65 220 637/238 034
Fax: +264 65 220 636/238 028

SWAKOPMUND
Shop 208, Platz Am Meer
PO Box 2970,
Namibia
Tel: +264 64 443 100
Fax: +264 64 443 101

WALVIS BAY
Office 1, Ground Floor,
Cnr of Theo Ben Gurion
Ave & Solomon Fiwatwa
Mababeng Street
PO Box 6509,
Namibia
Tel: +264 64 211 880

GROOTFONTEIN
318 Hilda Pia Hamutenya
Street, PO Box 29240,
Namibia
Tel: +264 67 248 700
Fax: +264 67 248 701

DIRECTORS
A Swashepoel, B. Com LLB
P U Kaula, B.Jur LLB
A A J Naude, B.Jur LLB
E H Vessel, B.A LLB
C P J Potgieter, B.Com LLB
F N Kishi, B.Dr.
I T van den Berg, B.Sc LLB
R B Strauss, B.Com LLB
B Greyvenstein, B.Proc
V M Hombongo-Haikali LLB
M O Erkana, LLB
P H K Botha, B.Com LLB
R Dreyer, LLB
C M Tlhere, B.Jur LLB
A J Kallenberg, B.A LLB
M U Kallenberg, LLB, LL.M (Taxation)
N van Schalkwyk, LLB
L Martins, B.A LLB
T Luvindas, B.Jur LLB, M.Eng
S Wagner, B.A, LLB

ASSOCIATES
S Kritz, B.Jur LLB
D F Matherbe, B.Proc. Hons. B.A
W H Vessel, B.A LLB
C Louw van Wyk B.A LLB
J O van der Merwe, B.A LLB
A J Dos Santos, B.A LLB, LL.M
M Tjebbe, B.Jur LLB
P M Hango, B.Jur LLB
F N T Shigwedha, B.Jur LLB
S Du Preez, LLB
S P Poulos, LLB
C Tenck, LLB
T Merin USOC, LLB
S R Tanser, LLB



Our Ref: MAT97361/DK
Your Ref: P&B/nv MUN100/3239-60
Letter of Undertaking ERF 5159\$WK
Date: 16 OCTOBER 2023

MESSRS
KINGLAW INC
P O BOX 1455
SWAKOPMUND

For credit: **MUNICIPAL COUNCIL OF SWAKOPMUND**
Property: **ERF 6159, SWAKOPMUND (Extension no. 15)**

At the request of the Mortgagor we advise that Dr. Weder, Kauta & Hoveka Inc. ("WKH") is holding at your disposal the undermentioned sum, which amount will be paid to you free of charges by way of an electronic fund transfer to the abovementioned designated account, which payment will constitute full compliance of WKH's liability hereunder and against which payment WKH's will be released from any further obligation or liability in terms hereof. The undermentioned amount will only be transferred to you upon confirmation that the transactions referred to hereunder have been duly registered and completed.

Should any circumstances arise to prevent or in WKH's opinion unduly delay the registration or completion of the transactions referred to hereunder, WKH's reserves to itself the right to withdraw from this Letter of Undertaking by giving you written notice to that effect, whereupon the said sum will no longer be held at your disposal.

This undertaking is neither negotiable nor transferable.

This letter of undertaking expires upon successful execution of the electronic fund transfer.

DR WEDER, KAUTA & HOVEKA INCORPORATED

Reg. No. 2006/377 | VAT No. 4256169-01-5
www.wkh-law.com

Authorised and Regulated by the Law Society of Namibia

Criminal and civil law may require to instruct clients to make payments due to WKH Inc. into bank accounts that do not belong to WKH Inc. This form of fraud may be perpetrated through e-mails, letters and documents or other correspondence that may appear to have originated from WKH Inc. Before making any payment to WKH Inc., clients must ensure that the account into which payment will be made is a legitimate bank account of WKH Inc. If at any time clients are not certain of the veracity of the bank account into which a payment due to WKH Inc. will be made, clients should immediately contact WKH Inc.

AMOUNT PAYABLE

1. In favour of MUNICIPAL COUNCIL OF SWAKOPMUND, FIRST NATIONAL BANK OF NAMIBIA LTD, ACCOUNT NO. 62349683308, BRANCH CODE 280472 for credit of DAMASK TRADING (PTY) LTD in the amount of N\$4 963 000.00 (FOUR MILLION NINE HUNDRED AND SIXTY THREE NAMIBIA DOLLARS) payable on date of registration of transfer.

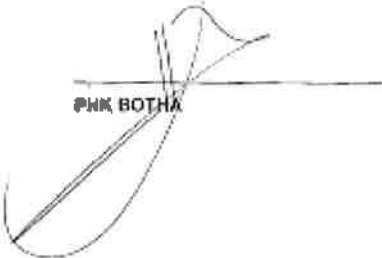
REGISTRATIONS:

- a) Transfer of ERF NO. 5159, SWAKOPMUND (Extension no. 15) to DAMASK TRADING (PTY) LTD

We trust you find same to be in order.

Yours faithfully

DR. WEDER, KAUTA & HOVEKA INC



PHIK BOTHA



Transaction Information

Reference Number	20231013-54355702
Recipient Name	Dr Weder Kauta & Hoveka INC
Bank Name	BANK WINDHOEK
Branch Name	Windhoek
Branch Code	481-972
From	Konigstein Affordable Housing Fund Trust
Recipient Account	1026643801
Amount	N\$ 4,963,000.00
Action Date	14/10/2023
Transaction Description	Damask Trading
Transaction Status	Processed



Transaction Information

Reference Number	20231013-54355703
Recipient Name	Kinghorn Associates
Bank Name	Bank Windhoek
Branch Name	Swakopmund
Branch Code	481772
From	Konigstein Affordable Housing Fund Trust
Recipient Account	8005188317
Amount	N\$ 719,310.00
Action Date	14/10/2023
Transaction Description	MUN1003239-60
Transaction Status	Processed
Transaction Type	Ben Payment

Margaret Sheehama

ANNEXURE "B"

From: Yvonne Janse van Rensburg <vanschalkwyk.convey1@wkh-law.com>
Sent: Tuesday, 17 October 2023 16:43
To: Margaret Sheehama; Stephny Bruwer
Subject: SUBDIVISION OF ERF 5159 SWAKOIPMUND to ERF NO 10061 AND REMAINING EXTENT OF ERF 5159 SWAKOPMUND

Good afternoon Margaret / Stephny

We refer to the above subdivision we have been instructed to attend to and confirm that we requested duplicate originals of the lost Certificate and Townships Boad (Item) from the Ministry of Urban and Rural Development.

We were informed that the documentation is ready to be collected in Windhoek at the Ministry and we arranged with our Windhoek office to send their Messenger for pick-up.

In the light of the above we immediately forwarded our documentation to our Windhoek office to enable the simultaneous lodgement (with Kinghlaw) of the subdivision and transfer of the above mentioned properties.

HOWEVER, as per the conditions from the Townships Board, we should attach the Government Gazette containing the rezoning in the Amendment Scheme as proof of such rezoning. Please be so kind as to furnish us with the Government Gazette Number and date in order for us to obtain said Gazette to attach it when we submit at the Deeds Office.

We will very appreciate your assistance herein.

Kind regards / Vriendelike groete,

YVONNE JANSE VAN RENSBURG

Conveyancing Secretary to
NADINE VAN SCHALKWYK
 LLB (DIRECTOR)
 Legal Practitioner and Notary
 vanschalkwyk.convey1@wkh-law.com
 http://www.wkh-law.com

wkh
 DR WEDERLAKA & ROYELA INC
 LEGAL PRACTITIONERS NOTARIES CONVEYANCERS

Shop 208 1st Floor
 Platz Am Meer Waterfront
 Swakopmund
 P.O. Box 2970 Swakopmund
 t: +264 (0) 64 443100
 f: +264 (0) 64 443101



memo



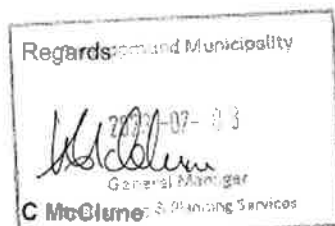
TO : The General Manager, Corporate Services & Human Capital
FROM : The General Manager, Engineering & Planning Department
DATE : 2nd July 2023
REF. : E 5159
SUBJECT : Subdivision of Erf 5159 Swakopmund into Erf 10061 Swakopmund and
Remainder of Erf 5159, Swakopmund

This memorandum serves to provide you with the outstanding documents pertaining to the subdivision of Erf 5159, Swakopmund Extension 15 into Erf 10061, Swakopmund and Remainder for registration purposes.

The following documents are hereto attached:

- o The original Subdivision Certificate
- o The original Townships Board approval.

Erf 10061, Swakopmund Extension 15 is now ready to be registered.



GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES
NK



Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: R. Booyser
Tel: (+264) (61) 297-5231
Fax: (+264) (61) 297-5305
Email: rb@munrurad.gov.na

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref: 1741/S2/4 Ext. 15
Your Ref: E 5159

Date: 5 November 2019

Municipality of Swakopmund
P.O Box 53
Swakopmund
Namibia

Dear Sir/Madam

SUBJECT: SWAKOPMUND EXTENSION 15: SUBDIVISION OF ERF 5159

1. Your letter dated 15 July 2019 has reference.
2. The attached Townships Board Resolution Item 196/2019 dated 10 September 2019 has been approved.
3. Attached please find the Original Subdivision Certificate for registration purposes.

Yours faithfully





REPUBLIC OF NAMIBIA
 MINISTRY URBAN AND RURAL DEVELOPMENT
 Township and Division of Land Ordinance, 1963

CERTIFICATE

I hereby certify, in terms of section 19 (1) of the Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963) that I have approved the subdivision of

Erf 5159

in the Township of

Swakopmund Extension 15

into

two portions

designated,

Erf 10061 and the Remainder of Erf 5159, Swakopmund Extension 15.

Please Note: This subdivision certificate is only valid for two years from date of notification in terms of section 19 (1) of the Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963) subject to the conditions as attached hereto: Application may be made for extension of time within this two year period, after which this permission shall lapse and re-application shall be required to enable registration.



[Signature]
 Acting Deputy Director
 Division Planning

Item

Date

B

196/2019
17/4/LS2 Ext 15

10 September 2019

**SWAKOPMUND EXTENSION 15: SUBDIVISION OF ERF 5159
(MUNICIPALITY OF SWAKOPMUND) (Sw. A/15-MD-6CA-V2)**

The Board recommended that –

- a) Erf 5159, Swakopmund Extension 15 be subdivided into Erf 10061 and the Remainder of Erf 5159, Swakopmund Extension 15 on condition that no erf be lodged for registration at the Deeds Registry unless proof of the relevant Government Gazette containing the rezoning in the Amendment Scheme is submitted;
- b) the conditions registered against Erf 5159, Swakopmund Extension 15 be retained and registered against Erf 10061 and the Remainder of Erf 5159, Swakopmund Extension 15; and
- c) the conditions registered against Certificate of Registered Title No. T2251/2009 be cancelled.

B





11.1.25 **RESUBMITTED: APPLICATION TO LEASE A PORTION OF SWAKOP STREET FOR THE PURPOSE OF OUTSIDE CUSTOMER SEATING ADJACENT TO ERF 638, SWAKOPMUND**
(C/M 2023/11/30 - E 638)

Ordinary Management Committee Meeting of 09 November 2023, Addendum 10.5 page 33 refers.

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

1. Introduction

The purpose of this submission is for Council to reconsider the application of NAMPLAN Town Planning Consultants and Projects CC, on behalf of the owner of Erf 638, (Erf Six Three Eight Swakopmund CC) to lease a portion of Swakop Street adjacent to Erf 638, Swakopmund (**Annexure "A"**). According to the applicant the portion will be used for outside seating for the intended coffee shop on the erf.

The initial application was discussed at the Management Committee on **08 June 2023** and the following was resolved under item 8.1:

- (a) *That the application received on 24 February 2023 from NAMPLAN Town Planning Consultants and Projects CC for outside seating along Swakop Street, be noted.*
- (b) *That the application by NAMPLAN Town Planning Consultants and Projects CC to lease a portion of Swakop Street adjacent to Erf 638, Swakopmund not be considered at this stage.*
- (c) *That the application be reconsidered when the upgrade of Swakop Street is finalized.*

The above resolution was conveyed to the applicant as per letter dated **30 June 2023**. On **10 July 2023** (**Annexure "B"**) the applicant requests that their application be resubmitted to Council for consideration as it was confirmed by Engineering & Planning Services that the upgrading of Swakop Street is finalized. It is for this reason that the matter is resubmitted to the Management Committee for consideration.

2. Information regarding the Application

- 2.1 On **24 February 2023** NAMPLAN Town Planning Consultants and Projects CC, on behalf of the owner of Erf 638, initially applied to lease a portion of Swakop Street adjacent to Erf 638, Swakopmund to accommodate outside seating for the planned coffee shop on the property.
- 2.2 The proposed lease area for placement of outside seating will occupy 48m² (6m x 8m) as indicated on the map below (3 parking spaces).

Top view of the proposed outside seating lease area



Front view of the proposed outside seating lease area



- 2.3 Erf Six Three Eight Swakopmund CC, owner of Erf 638, Swakopmund intends to close the laundry on the property as it currently operates at a loss and is deemed non-profitable.

Due to the above closure of the business, the owner would like to use the proposed portion to cater for outside seating that would be suitable with the current uses on the property. The applicant further states that most coffee shops in Swakopmund have outside seating as it is a well-known fact that most customers prefer to enjoy their cup of coffee outside in the sun rather than inside a building.

- 2.4 The applicant would also like to plant palm trees with curbing around them in front of the building at his own expense to beautify the front of the building. They propose to renovate the street portion to make it more attractive for patrons should Council grant approval.
- 2.5 Swakop Street is approximately 40 meters wide. The application is for the lease of a portion of the street measuring 6m x 8m (3 parking spaces) in front of the existing building where the laundry is.

3. Comments regarding the Application by NAMPLAN

Comments were requested from Engineering & Planning Services Department whether the application for the proposed portion can be approved, their comments were received as follows:

3.1 Memo dated 11 April 2023 attached as Annexure "C"

The Manager: Design Office & Building Control and the appointed official from NAMPLAN conducted a site inspection on **4 April 2023** of the proposed area to assess how the proposed use will have impact on future development in terms of vehicular and pedestrian traffic in the area. The investigation revealed that the subject portion was planned for alterations and upgrading. It was proposed to consider the application once the construction of the street is completed.

Engineering & Planning Services further stated that should the street be upgraded it is assumed that it will result in the increase of vehicular and pedestrian traffic as various cafés, restaurants, and entertainment venues are located in the specific street.

No comments were received from Traffic section.

3.2 Memo dated 30 August 2023 attached as Annexure "D"

On **31 August 2023**, Engineering & Planning Services reinvestigate the matter by assessing the feasibility of creating a leasing area within the road reserve and their findings are as follow:

- *Insufficient space for pedestrian movement*
- *Insufficient sight distance for parking*
- *Potential risk to Council due to the position of the outside area*

Based on the above, Engineering & Planning Services suggests that Council should consider the following criteria for the lease of sidewalks:

- *The sidewalks are wider than 6 metre to ensure that pedestrian are not hindered.*
- *Vehicle movements are restricted or appropriate traffic calming are introduced.*

3.3 Comments from the Property Section

In general, Council only approves outside seating on pavement areas, i.e no parking spaces are sacrificed.

In the past, Council turned down an application by Mr C Knickle trading as Western Saloon for outside seating on Tobias Hainyeko street as parking spaces would be sacrificed.

Similarly, Council reinstated the parking spaces in Hendrik Witbooi street which were used as outside seating (located in front of Edgars at the time, noW Woolworths).

The only exception is the case where Kucki's Pub is leasing parking areas for outside seating. These parking areas were elevated in order not to have cars pulling in and out right next to patrons using the outside seating.

A site inspection was conducted and it was noted that Erf 683, Swakopmund does not have onsite parking and is reliant on Council's public parking.

Such parking is also being used for the other businesses along the street and reducing the parking spaces will have an effect on the availability of public parking as none of these businesses have onsite parking.

In support of the comments by the Engineering & Planning Services Department, although the street is wide, increased use is expected with the upcoming development of the Remainder of Erf 2747, Swakopmund by Fiscon Investment 23 CC.

4. **Similar application recently approved by Council for sidewalk**

On 29 May 2023 under item 11.1.16, Council approved the application of the Trading Post to lease a portion of the pavement adjoining Erf 863, Swakopmund for open-air seating at rental rate of N\$ 39.91/m² with 7% escalation from July 2023. The portion approved measures 1.7m wide along the Bismarck Street and in front of the shop on Libertina Amathila street it measures 4.36m wide.

Calculating the 7% increase of N\$39.91 as from July 2023, the current rental fee thus be N\$42.70/m².

The application of the Trading Post was approved based on the comments of Engineering & Planning Services that 1 metre of the pavement will remain available for pedestrians.

Traffic Section did not support the application due to the limitation of space on the sidewalk for pedestrians and outdoor activities.

5. **Proposal**

- 5.1 Council can either support / decline the application of NAMPLAN on behalf of Erf Six Three Eight Swakopmund CC to lease a portion of Swakop street adjacent to Erf 638, Swakopmund in order to accommodate outside customer seating for a coffee shop, based thereon that no parking is available onsite of Erf 638, Swakopmund and that 3 public parking areas will be sacrificed which is also being used by patrons of the other businesses in the street.

- 5.2 Should Council support to lease a portion of the pavement area adjacent to Erf 638, Swakopmund for outside seating, it is proposed that the lease conditions be similar to the condition approved for the Trading Post on **29 May 2023** under item 11.1.16.

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

RECOMMENDED:

That the application of NAMPLAN Town Planning Consultants and Projects CC on behalf of Erf Six Three Eight Swakopmund CC to lease a portion of Swakop Street adjacent to Erf 638, Swakopmund for outside seating not be approved as there are no onsite parking provided on the erf and three parking areas will be sacrificed which is also being used by patrons of other businesses located in the street.



P.O. BOX 467, SWAKOPMUND

TEL: 0812444441

EMAIL: WINTON@NAMPLAN.AFRICA

ANNEXURE "A"

Chief Executive Officer
Municipality of Swakopmund
P.O. Box 53
SWAKOPMUND
Namibia
13001



24 February 2023

Dear Sir.

APPLICATION TO LEASE A PORTION OF SWAKOP STREET CONSISTING OF 48M² (6M X 8M) FOR THE PURPOSE OF OUTSIDE CUSTOMER SEATING FOR WELL-ESTABLISHED COFFEE SHOP ADJACENT ERF 638 SWAKOPMUND

Application is herewith made by NAMPLAN Town Planning Consultants and Projects CC, on behalf of the owner of Erf 638, Messrs Erf Six Three Eight Swakopmund CC (Annexure A), Swakopmund to lease a portion of Swakop Street consisting of 48m² (6m x 8m) in order to accommodate outside customer seating for a well-established coffee shop.

1. PROPERTY DESCRIPTION AND LOCATION

Erf 638 Swakopmund is zoned "Local Business" and accommodates various shops, restaurants, coffee shops, a bar, small casino, laundry and accommodation. The erf is located in Swakop Street which is one of the oldest neighbourhoods in Swakopmund. It is fair to say that the erf in question is a popular destination for locals and tourist due to the fact that it caters for so many social activities.

In order to cater for such activities as mentioned above it is always required to think out of the box and to improvise and find innovative ways to ensure that the tenants and customers visiting the premises for these activities have the best experience possible. It is also required to do so to keep customers and attract future tenants. It is safe to say that the above mentioned property positively contributes to the economic status of Swakopmund and Namibia as whole due to the vast amount of activities operating from here.

Please see aerial view of erf 638 and the surroundings on the next page.

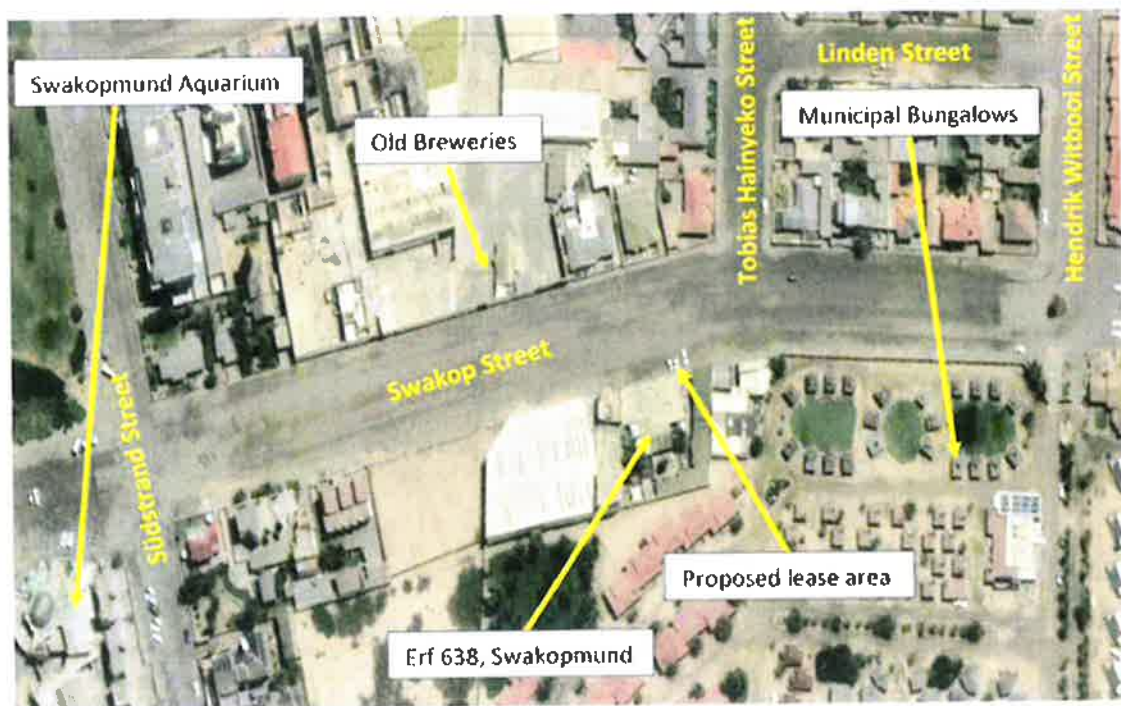


Image 1: Aerial view, location of Erf 638 and surroundings.

2. MOTIVATION AND INTENTION OF OWNER

It is the intention of the owner of Erf 638 Swakopmund to close the laundry on the property as it currently operates at a loss and is deemed non-profitable. This is mostly due to theft and the high running expenses to keep the equipment and alike in working order. Another contributing factor for the closure of this laundry is that it does not fit in with the current activities being operated from the property.

Due to the above closure of business, the owner would now like to use this available space to rather cater for another coffee shop that would be more suitable with the current uses on the property. In order to cater for this coffee shop, the space would need to be renovated and beautified to make it more attractive for patrons. It was with this in mind that the owner now applies to Council to lease a portion of Swakop Street for customer seating outside. Most coffee shops in Swakopmund have outside seating as it is a well-known fact that most customers prefer to enjoy their cup of coffee outside in the sun rather than inside a building.

Swakop Street is approximately 40 meters wide making the above request favourable as the owner only wants to lease a 6m x 8m area in front of the existing building where the old laundry area used to be. As mentioned earlier in the application, this is where the new coffee shop will be located. There will still be more than enough street parking for customers and employees as can be seen from the images on the next page.

The owner would also like to plant 3 palm trees with curbing around them in front of the building at his own expense to beautify the frontage on the current building on the property and to add some greenery. The images on the next pages gives an indication of what the owner intends to do with the leased street portion should Council allow such a proposal.

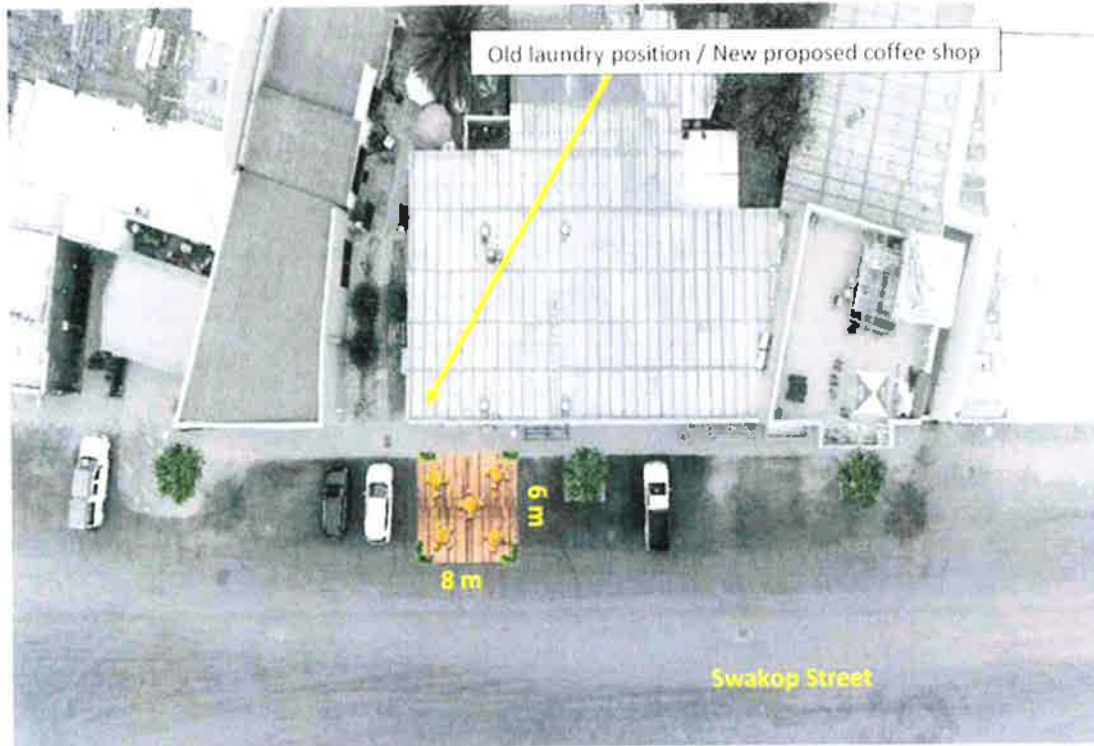


Image 2: Top view of proposal of owner of Erf 638.



Image 3: Front view of proposal of owner of Erf 638.



Image 4: Perspective view of proposal by owner of Erf 638.

Should Council allow the owner to lease this portion of street as being applied for, the owner will at his own cost construct a wooden deck with wooden railings for customer seating outside adjacent to the proposed coffee shop and will just be used for the purposes of the coffee shop. Because it will be a wooden deck, it can easily be removed in future if the owner does not fulfil his obligation to pay the monthly rental or the deck causes any problems. The owner will at his expense, if allowed, plant the 3 palm trees and take care of them. The owner will also take all the necessary precautions to ensure the safety of all patrons making use of the outside seating area.

It is clear from images 2, 3 and 4 that the proposed development will visually compliment the current building on the property as well as the area as a whole.

3. CONCLUSION

With reference to the above, there exist no reasons that are of such nature that the intention of the owner of Erf 638 cannot be supported. It is clear from the motivation and images within the application that the proposed development will no be out of context for the area in question and will not interfere with the amenities of the neighbourhood, existing or as contemplated by the Scheme. It will as a matter of fact visually contribute the property and to the area in question. It must also be mentioned again that the deck will be a temporary structure that can easily be removed should the owner not fulfil his obligations as set by Council.



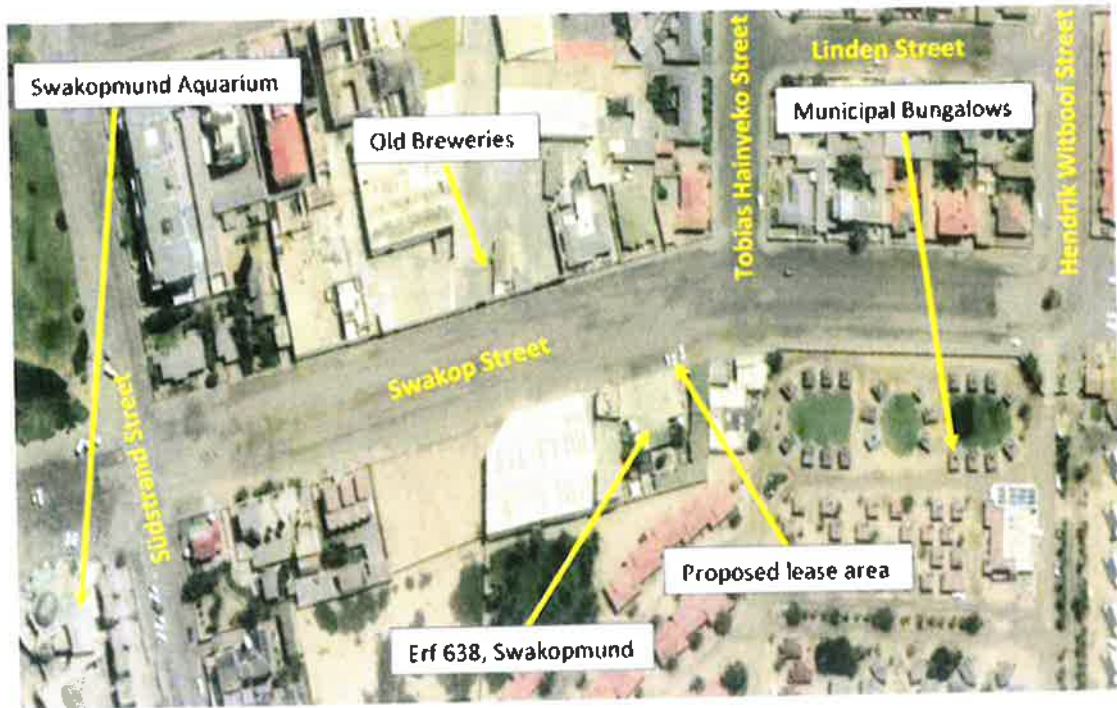


Image 1: Aerial view, location of Erf 638 and surroundings



MUNICIPALITY OF SWAKOPMUND

Ref No: 19.03.08. 638 E

Enquiries: Ms E Nakale

☎ 064 4104217

☎ 064 4104208

📍 53 Swakopmund

13001

NAM DIA

🌐 enquiries@swakopmund.nam📧 enakale@swakopmund.nam

30 June 2023

NAMPLAN
P.O. Box 467
Swakopmund
13001

Dear Sir

**APPLICATION TO LEASE A PORTION OF SWAKOP STREET FOR THE PURPOSE OF
OUTSIDE CUSTOMER SEATING ADJACENT TO ERF 638, SWAKOPMUND**

Your application dated 24 February 2023 regarding the above matter refers.

On 08 June 2023 a submission was tabled to the Management Committee whereafter the following was resolved under item 8.1:

- (a) That the application received on 24 February 2023 from NAMPLAN Town Planning Consultants and Projects CC for outside seating along Swakop Street, be noted.
- (b) That the application by NAMPLAN Town Planning Consultants and Projects CC to lease a portion of Swakop Street adjacent to Erf 638, Swakopmund not be considered at this stage.
- (c) That the application be reconsidered when the upgrade of Swakop Street is finalized.

Please take note of the above decision.

Should you have any further enquiries, please do not hesitate to contact Ms E Nakale at ☎ 064-4104217.

Yours faithfully

Mpsai Haingura
Mpsai Haingura
GM: Corporate Services & Human Capital

Jen



Emilia Nakale

From: Winton @ Namplan <winton@namplan.africa>
Sent: Monday, 30 July 2023 11:14
To: Emilia Nakale
Cc: Stephny Bruwer
Subject: RE: APPLICATION TO LEASE SWAKOP STREET

ANNEXURE "B"

Importance: High

Good day Emilia

Thank you very much for the letter.

I have spoken to Mr Leonardo Williams at your Engineering Department today and he informed me that they are finished with the upgrading of Swakop street.

Would it be possible to resubmit my application to lease a portion of Swakop Street for the purpose of outside seating as per my application.

I look forward to your response herein.

Kind Regards,

Winton van der Westhuizen



P.O. BOX 487, SWAKOPMUND

TEL: 0812444441

EMAIL: WINTON@NAMPLAN.AFRICA

memo



TO : The GM Engineering & Planning Services.
 FROM : The GM Corporate Service & Human Capital
 DATE : 10 August 2023
 REF : E 638

SUBJECT : RESUBMITTING APPLICATION TO LEASE A PORTION OF SWAKOP STREET

The abovementioned and your attached e-mail dated 12 July 2023, refer.

The attached email was received on 10 July 2023 from NAMPLAN requesting to resubmit their application to lease a portion of Swakop Street for the purpose of outside seating.

Their first application was submitted and tabled to the Management Committee on 08 June 2023 whereafter the following was resolved under 6.1.

- (a) That the application received on 24 February 2023 from NAPLAN Town CC Planning Consultations and Projects CC for outside seating along Swakop Street, be noted.
- (b) That the application by NAMPLAN Town Planning Consultants and Projects CC to lease a portion of Swakop Street adjacent to Erf 638, Swakopmund not be considered at this stage.
- (c) That the application be considered when the upgrade of Swakop Street is finalized.

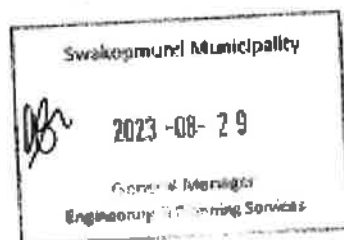
With reference to point (c), of the above decision, the applicant confirmed in the email that Mr Leonard Williams from the Engineering & Planning Services informed him that the upgrading of Swakop Street is finalized.

In order to consider the application and submit it to Council's internal forums for discussion, you are requested to provide comments.

Mpast Hainburga

GM: CORPORATE SERVICES & HC

for



Transmission : Roads

Please visit site
& assess if the
application can be
considered

SWAKOPMUND

From: Clarence McClune <cmcclune@swkmun.com.na>
 Sent: Wednesday, July 12, 2023 8:55 AM
 To: Stephny Bruwer <sbruwer@swkmun.com.na>; Andre Plaatjie <aplaatjie@swkmun.com.na>
 Cc: Emilia Nakale <enakale@swkmun.com.na>
 Subject: RE: APPLICATION TO LEASE SWAKOP STREET

Good Morning,

The reason why the street was upgraded was because the movement along this street was not very well managed in terms of safety due to the various business activities and EPS is not really in support of this application.

But with the completion of the upgrading, we will need to revisit to assess the impact of the application to the movement, before a response to the application can be submitted.

Regards,

Clarence McClune | General Manager, Engineering & Planning | Engineering & Planning Services | +264 64 410 401
 From: Stephny Bruwer <sbruwer@swkmun.com.na>
 Sent: Wednesday, July 12, 2023 8:34 AM
 To: Andre Plaatjie <aplaatjie@swkmun.com.na>; Clarence McClune <cmcclune@swkmun.com.na>
 Cc: Emilia Nakale <enakale@swkmun.com.na>
 Subject: FW: APPLICATION TO LEASE SWAKOP STREET
 Importance: High

Good Morning Management

Do we resubmit the application for outside seating subject to the standard lease conditions. See attached the recent Council resolution and the previous submission to the Management Committee.

Kind regards

Stephny Bruwer | Corporate Officer: Property | Corporate Services & Human Capital | +264 64 410 421
 From: Winton @ Namplan <winton@namplan.africa>
 Sent: Monday, July 10, 2023 11:14 AM
 To: Emilia Nakale <enakale@swkmun.com.na>
 Cc: Stephny Bruwer <sbruwer@swkmun.com.na>
 Subject: RE: APPLICATION TO LEASE SWAKOP STREET
 Importance: High

Good day Emilia

Thank you very much for the letter.

I have spoken to Mr Leonardo Williams at your Engineering Department today and he informed me that they are finished with the upgrading of Swakop street

ANNEXURE "C"

TO : The GM: Corporate Services & Human Capital
The GM: Economic Development Services

FROM : The GM: Engineering and Planning Services

DATE : 11 April 2023

REF. : E 638

SUBJECT : APPLICATION TO LEASE A PORTION OF SWAKOP STREET
CONSISTING OF 48m² (6m X 8m) FOR THE PURPOSE OF OUTSIDE
CUSTOMER SEATING FOR WELL-ESTABLISHED COFFEE SHOP
ADJACENT TO ERF 638 (SWAKOPMUND)

This Memo is written in response to a Memo received on 22 March 2023 with the above subject matter.

A site inspection and discussion were conducted with the appointed official from Namplan on the 4th of April 2023, by the Manager: Design Office & Building Control. An observation was made of the area that the applicant is requesting to lease in terms of its position, how it will affect future development and the vehicular and pedestrian traffic in the area.

Annexure A provides a layout of the proposed 6m x 8m position to be leased in front of the Café. The layout in Annexure A also provides a layout of the alterations and upgrades to be made. At present, the upgrades are planned to be made in 2023 with arrangements currently underway.

The upgrade to the street is a direct result of the increase in vehicular and pedestrian traffic observed due to the various cafés, restaurants, and entertainment venues situated in this area. Numerous complaints have been lodged with the Council to address the issue of speeding vehicles and parking habits of patrons of these various institutions by the neighbours in the area.

As can be seen on the layout, the proposed area to be leased, when superimposed on the proposed upgrades is still situated on the provided pavement and does not interfere with the pedestrian/traffic hump. However, until such time as the construction/upgrades are complete, such requests cannot be accepted or granted permission.

Therefore, it is the recommendation of the Engineering & Planning Services Department not to allow any such lease of the Municipal Street area. Only once such improvements have been made can any such requests be considered.

Kind regards,

Swakopmund Municipality
2023-04-12
C. McClune
Manager: Engineering & Planning Services



GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES

memo

Engineering & Planning Services



TO : The GM Corporate Service & Human Capital
FROM : The GM Engineering & Planning Services
DATE : 31 August 2023
REF. : E 638
SUBJECT : RESUBMITTING APPLICATION TO LEASE A PORTION OF SWAKOP STREET

The above subject matter has reference.

The request, which was made by your office on August 10, 2023, was looked at by the Department of Engineering & Planning Services. We further refer to the application, dated July 14, 2023, submitted by Messrs NAMPLAN Town Planning Consultants and Projects CC on behalf of the owners of erf 638.

As shown on **Figures 1 and 2**, the applicant seeks to lease a piece of the road reserve adjacent Erf 638, Swakop Street, according to the consultants. The Department investigated the feasibility of creating a leasing area within the road reserve.



Figure 1

memo

Engineering & Planning Services



Figure 2

Our findings after the investigation are as follow:

1. *Insufficient space for pedestrian movement.*
2. *Insufficient sight distance for parked vehicles that may lead to traffic hazards.*
3. *Potential risk to Council due to the position of the outside area.*

Renting of sidewalk should only be considered if the following criteria are met:

1. *The sidewalks are wider than 6m to ensure that pedestrians are not impeded.*
2. *Vehicle movements are restricted or appropriate traffic calming are introduced.*



Figure 3 Insufficient space for pedestrians

memo


Engineering & Planning Services



Figure 4 Insufficient sight distance for parked vehicles

Therefore, we cannot recommend the lease of the sidewalk in front of erf 638, Swakop Street, Swakopmund.

Regards,

Swakopmund Municipality

 Mr C McClune
GENERAL MANAGER ENGINEERING & PLANNING SERVICES

11.1.26 **PROPOSED CALENDAR AND PROGRAMME FOR MONTHLY SPONSORSHIP AND DONATION COMMITTEE MEETINGS FOR 2024**

(C/M 2023/11/30 - 3/15/1/6/)

Ordinary Management Committee Meeting of 09 November 2023, Addendum 10.6 page 53 refers.

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

1. This submission serves to seek approval for fixed calendar dates for the Sponsorship and Donation Committee meetings for the year 2024.
2. Below are the proposed dates for the meetings to be held from **January 2024 until October 2024.**
 - Tuesday, 23 January
 - Tuesday, 20 February
 - Tuesday, 19 March
 - Tuesday, 23 April
 - Tuesday, 21 May
 - Tuesday, 25 June
 - Tuesday, 23 July
 - Tuesday, 20 August
 - Tuesday, 24 September
 - Tuesday, 22 October
3. **Attached** is the proposed calendar and programme in respect of Sponsorship and Donation Committee meetings to be held during 2024.
4. It is proposed that all Sponsorship and Donation Committee meetings be held on Tuesdays at 15H00, except for when the date falls on a public holiday.
5. Submissions to the Sponsorship and Donation Committee meetings should be prepared by the Heads of Department from which the facilities/ venues/ resources/monetary/ sponsorships are requested, according to the attached programme.
6. These submissions should be forwarded to the Secretary of the Sponsorship and Donation Committee (Ms A. Gebhardt) at least one week before the Sponsorship and Donation meeting's agenda is compiled, as stated on the programme.

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

RECOMMENDED:

- (a) That the Calendar and Programme (on file) for the Sponsorship and Donation Committee meetings for the year 2024 be approved.
- (b) That the Heads of Departments ensures that submissions for the Sponsorship and Donation Committee meetings be submitted to the Secretary of the Sponsorship and Donation Committee on time.

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				

01 Independence Day
05 Good Friday
07 Easter Sunday

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	31			

01 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		

01 Workers Day
04 Canada Day
09 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						

10 All Saint's 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					

28 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					

19 Human Rights Day
25 Christmas Day
26 Family Day

CLOSING DATE FOR AGENDA

AGENDA OUT

SPONSORSHIP

PUBLIC HOLIDAY

PROGRAMME OF THE SPONSORSHIP COMMITTEE MEETINGS FOR THE YEAR 2024

SPONSORSHIP COMMITTEE MEETING DATES			
MONTH	CLOSING DATE FOR AGENDA AT 13:00	AGENDA OUT	DATE OF MEETING
JANUARY	Thu, 11 January	Thu, 18 January	Tue, 23 January
February	Thu, 08 February	Thu, 15 February	Tue, 20 February
MARCH	Thu, 07 March	Thu, 14 March	Tue, 19 March
APRIL	Thu, 11 April	Thurs, 18 April	Tue, 23 April
MAY	Thu, 9 May	Thu, 16 May	Tue, 21 May
JUNE	Thu, 13 June	Thu, 20 June	Tue, 25 June
JULY	Thu, 11 July	Thu, 18 July	Tue, 23 July
AUGUST	Thu, 8 August	Thu, 15 August	Tue, 20 August
SEPTEMBER	Thu, 12 September	Thu, 19 September	Tue, 24 September
OCTOBER	Thu, 10 October	Thu, 17 October	Tue, 22 October
NOVEMBER	N/A	N/A	N/A
DECEMBER	N/A	N/A	N/A

11.1.27 **SELLING OF BUILD TOGETHER HOUSES TO THIRD PARTIES**
(C/M 2023/11/30 - 14/2/1/1)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 10.7 page 56 refers.

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

This item was submitted to the Build Together Committee meeting of **17 May 2023** under discussion point: 6.3 and it was concluded that the committee members will discuss the matter with the beneficiaries.

1. INTRODUCTION

The purpose of this submission is to inform Council of the practice of Build Together beneficiaries who sell their Build Together houses even before receiving transfer of the erven or houses and before the restraint on sale of 5 years has lapsed.

2. BACKGROUND

The parties, Council and the beneficiaries enter into sales and loan agreements which must be adhered to by both parties. The Housing Section has been informed that beneficiaries under the Build Together Programme have approached lawyers to sell houses which have not yet been registered in their names. In such cases the purchase price and loan are paid off within a short period of time so that transfer can happen, and the beneficiary can get cash for the property. It appears that beneficiaries sell their houses to third parties soon after the property is transferred or not yet transferred.

3. CURRENT SITUATION

Clause 2.4.1 of the Loan Agreement, states that the Build Together Programme is governed by the National Housing Development Act, Act 28 of 2000. Quoted below is section 23(2) of the said act, which stipulates:

"The preferent right referred to in subsection (1) shall lapse at the end of a period of time equal to one quarter of the period of time within which the loan referred to in that subsection has to be repaid by the person to whom the loan was granted in terms of the loan agreement entered into between the Housing Revolving Fund and such person, both periods of time to be calculated from the date upon which such loan agreement was entered into."

Beneficiaries are not permitted to sell the house unless at least 5 years of the 20 years has expired. The applicants who approached the lawyers without municipal consent are:

- Mr Joan Eben-ezer Sheehama - Erf 7001, Mondesa (Phase 1)

On 15 May 2023, Messrs Kinghorn Associates requested via email (Annexure "A") for instruction to cancel the bond between Council and Mr Sheehama as the bond as been paid in full. However, the request could not be considered as Erf 7001, Mondesa still belongs to Council.

- Ms Engenesia Tjomita - Erf 3863, Ext 9 Mondesa (Phase III)

On 15 August 2022, Messrs Weder, Kauta & Hoveka requested via a letter (Annexure "B") to proceed with the sale of Erf 3863, Ext 9 Mondesa to the third party as the bond has been paid in full. Messrs Weder, Kauta & Hoveka received the same reply as Messrs Kinghorn.

4. DISCUSSION

Land ownership is one of the major factors that contribute to sustainable development to improve the living standards of residents of informal settlements.

Council has put in place policies to assist low-income households to obtain ownership of land. This contributes to the eradication of poverty and homelessness. In terms of the National Housing Development Act, Act 28 of 2000, Council uses funds raised from rates and taxes to assist residents through the Build Together Programme, by providing subsidised land and a loan amount of N\$80 000.00 that is re-payable over a period of 20 years.

The purpose of donating housing to low income earning households, is not to provide a quick source of income e.g., for beneficiaries to sell the property for a small profit to wealthy individuals, and then the low-income family returns to the informal settlement again. Home ownership is intended to lift people out of poverty permanently by providing a sense of security, reducing government dependency and high demand for housing. A home is also a means to raise a family out of poverty by allowing the family to use it as security for a loan to start a business or access funds.

To rectify the situation, Council needs to convey the message to the beneficiaries. Further measures are required to effectively prevent beneficiaries using Build Together Property as a quick means of obtaining cash or being misled by shrewd property developers who identify Build Together beneficiaries as being less sophisticated or knowledgeable and in need of funds and therefore exploitable. There are several interrelated factors that might have driven the beneficiaries to sell their houses such as desperation to getting money, resolving debt, and/or not understanding the value and benefit of owning a house. This results in increased poverty and dependence on Council which negatively affects the delivery of housing.

5. WAY FORWARD

Council needs to take a serious decision in line with its fiduciary duty on this issue, since public funds are being expended to service the land at great cost which is then transferred at a loss (since the erf is sold at a subsidised price) then a loan of N\$ 80 000.00 is extended to the beneficiary payable over 20 years. Council has a list of 22 041 people on the Master Waiting List, waiting for erven. Most of the beneficiaries live in Seaside DRC. Council creates and donates serviced erven with communal

services such as streetlights and water to the informal settlers to improve their living conditions and formalise the status of an informal settlement, only for well-off individuals who can afford to compete in the market to benefit at the cost of less fortunate beneficiaries who continue to bequeath in poverty.

6. **PROPOSAL**

It is proposed that Council implements measures to prevent beneficiaries from selling their houses such as, drafting a well-articulated housing policy. Council can further look into organising educational sessions for beneficiaries addressing the importance of owning a property, the implications of selling a house and provide counselling on what to opt for when in debt or having the desire to sell a house without any other form of tenure security.

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

RECOMMENDED:

- (a) That Council takes note that Build Together beneficiaries are attempting to sell their donated properties to third parties, before the statutory 5-year period has lapsed.
 - (b) That the Build Together beneficiaries be informed not to sell their properties, as it defeats the purpose of the low-cost housing.
 - (c) That Council puts further measures in place to prevent beneficiaries from selling their houses when faced with financial difficulties or any other related issues.
 - (d) That those beneficiaries who may opt to sell their houses due to changed circumstances, e.g. loss of income etc. be dealt with based on merit.
-

ANNEXURE "A"



LEGAL PRACTITIONERS
CONVEYANCERS, NOTARIES
ESTATE PRACTITIONERS

Authorised & regulated by the Law Society of Namibia

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Tel: +264 64 203905

WINDHOEK
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c/o Robert Mugabe Avenue &
Julius Nyerere Street, Windhoek
Tel: +264 63 333 0370

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DISCLAIMER: This e-mail and any attachment(s) hereto may contain privileged or confidential information and is intended only for use by the addressee(s) named herein. Disclosure, distribution or copying of this e-mail, and any attachment(s) hereto, is strictly prohibited. If you received this e-mail in error, please notify the sender immediately and permanently delete the original and any copy or printout thereof.

From: Janine K

Sent: Monday, May 15, 2023 12:10 PM

To: Barbara Ramos Viegas <bramosviegas@swkmun.com.na>

Subject: RE: DONATION TRANSFER OF ERF NO 7001 MONDESA: J E-E SHEEHAMA // F ALBINO

Dear Madam,

We refer to the above matter.

We are currently attending to the donation transfer of Erf no 7001 Mondesa.

Kindly see attached payment made to Council.

Kindly instruct your attorneys to attend to the bond cancellation as the bond has been paid in full.

Kindly inform our office of which attorneys will attend to the bond cancellation.

Kind regards,

Janine Kok (Swakopmund Office)
Personal Assistant to H VISSER
and Assisting CJ DE KONING



LEGAL PRACTITIONERS
CONVEYANCERS, NOTARIES
ESTATE PRACTITIONERS

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Cyber Crime Alert: To protect you against loss caused by cyber fraudsters who intercept e-mail communication between parties, alter critical data like bank account details and then forward the altered e-mail to the intended recipient, we urge you to telephonically verify critical data and banking details with the person/s at our offices who deal/s with your matter **before acting thereon**.

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INTER OFFICE MEMORANDUM

Finance Department

TO : GENERAL MANAGER: CORPORATE SERVICES
ATT : B RAMOS VIEGAS
FROM : GENERAL MANAGER: FINANCE
DATE : 11 MAY 2023
REFERENCE NO. : LOAN REDEMPTION

LOAN REDEMPTION

PLEASE NOTE THAT THE UNDER-MENTIONED LOAN HAS BEEN REDEEMED
IN FULL ON 2023/04/12

OWNER : J E SHEEHAMA
ERF NO : 7001 MONDESA

Yours faithfully

H. Naruseb
GENERAL MANAGER: FINANCE

BO080-Current Account Details

Account Number: 98700100011 OWNER
 Term-D: Stand: 001 076 00007691 00000 0000 0000
 Clearance Appl.Date: 7301 BUILD TOGETHER
 Clear Cart.Print: N Post.Add: P O BOX 3032
 Sect-Title: SWAPOFUND
 Clear.Dates from: 0900
 to:
 ID: 76042400282 Cmplx:
 Total H/O: 35 - BUILT TOGET
 Deb Tp:

202304 PENDING / UNALLOCATED Receipts 0.00

Option	✓ 20230323	BALANCE B/F			7964.14
Option	✓ 20230406	000003 RECE	1104517801		7000.00
Option	✓ 20230406	000003 RECE	1104524901		5284.90
Option	✓ 20230412	000003 RECE	1104528001		45.00
Option	✓ 20230423	DEBIT AMOUN	HOLK119632	20263.05	
Option	✓ 20230423	NO DESCRIPT	0000000000 RATE01		
TOTAL					0.99
CASH UNTIL- 20230510					0.99

Due-Date: 20230510

No-Rep: No-Notes: 10 No-Ext/Arr:

ANNEXURE "B"

**INTER OFFICE
MEMORANDUM***Finance Department*

TO : GENERAL MANAGER: CORPORATE SERVICES
ATT : S BRUWER
FROM : GENERAL MANAGER: FINANCE
DATE : 12 SEPTEMBER 2022
REFERENCE NO. : LOAN REDEMPTION

LOAN REDEMPTION

PLEASE NOTE THAT THE UNDER -MENTIONED BUILD TOGETHER ERF HAS BEEN REDEEMED IN FULL. GUARANTEE FOR PAYMENT ON REGISTRATION.

OWNER : E TJOMITA
ERF NO : 3863 MONDESA

Yours faithfully,

H. Naruseb
GENERAL MANAGER: FINANCE

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S F Moritz, B.Jur LLB
C P J Potgieter, B.Com LLB
F N Kishi, B.Proc
L T van den Berg, B.Sc LLB
R B Strauss, B.Com LLB
B Greyvenstein, B.Proc
M D Erlana, LLB
V M Hanongo Makali, LLB
R Dreyer, LLB
P H K Botha, B.Com LLB
C M Tjibere, B.Jur LLB
M U Kuzeeba, LLB (Kazakhan)
J Mollerbe, B.A LLB
N van Schalkwyk, LLB
L Marins, B.A LLB

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DR WEDER, KAUTA & HOYEKA
LEGAL PRACTITIONERS

Our Ref: **B GREYVENSTEIN/ms MAT 82126**
Your Ref: Letter of Undertaking No.: 99 /2022

Date: **15 AUGUST 2022**

**THE CHIEF EXECUTIVE OFFICER
THE MUNICIPAL COUNCIL OF SWAKOPMUND
PROPERTY FINANCE
SWAKOMUND**

**First National Bank
ACC NO.: 62249603300
CODE: 280 472
OFFICE ACCOUNT**

for credit: **ENGENESIA TJOMITA**
re client: **E TJOMITA // P NDENGU**
Properties: **ERF NO 3863 MONDESA (EXTENSION NO.9)**

At the request of the Seller we advise that Dr. Weder, Kauta & Hoveka Inc. ("WKH") is holding at your disposal the undermentioned sum, which amount will be paid to you free of charges by way of an electronic fund transfer to the abovementioned designated account, which payment will constitute full compliance of WKH's liability hereunder and against which payment WKH's will be released from any further obligation or liability in terms hereof. The undermentioned amount will only be transferred to you upon confirmation that the transactions referred to hereunder have been duly registered and completed. Should any circumstances arise to prevent or in WKH's opinion unduly delay the registration or completion of the transactions referred to hereunder, WKH's reserves to itself the right to withdraw from this Letter of Undertaking by giving you written notice to that effect, whereupon the said sum will no longer be held at your disposal.

This undertaking is neither negotiable nor transferable.

This letter of undertaking expires upon successful execution of the electronic fund transfer

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F N Kishi, B.Proc
I T van den Berg, BLC LLB
R B Strauss, B.Com LLB
B Greyvenstein, B.Proc
M D Erkona, LLB
V M Monongo Hakeali, LLB
R Dreyer, LLB
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DR WEDER, KAUTA & HÖWEKA
LEGAL PRACTITIONERS, NOTARIES, 1997

AMOUNT PAYABLE:

N\$ 15 967.96 (FIFTEEN THOUSAND NINE HUNDRED AND SIXTY-SEVEN NAMIBIA DOLLAR NINETY SIX CENTS) PLUS INTEREST AT THE RATE OF 7% PER ANNUM ON THE AMOUNT OF N\$ 11 545.93 AS FROM 01 AUGUST 2022 UNTIL DATE OF REGISTRATION, BOTH DATES INCLUSIVE, PLUS ARREAR INSTALLMENTS OF N\$ 4 378.99 PLUS INSURANCE OF N\$ 43.04.

PAYABLE ON REGISTRATIONS:

1. Cancellation of All Existing Bonds Over Erf No 3863 Mondesa (Extension No.9), If any;
2. First Transfer from The Municipality of Swakopmund // E Tjomita: Over Erf No 3863 Mondesa (Extension No.9);
3. Second Transfer from E Tjomita // P Ndenfu : Over Erf No 3863 Mondesa (Extension No.9);

Per : B. GREYVENSTEIN

Title: Director

11.1.28 **REPORT BACK: FUNDING BY FOUR PRIVATE DEVELOPERS**
(C/M 2023/11/30 - 16/1/4/2/1/14)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 10.8 page 65 refers.

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

1. INTRODUCTION

The purpose of this submission is to:

- 1.1 inform Council on the performance of the four private developers in terms of Council's decision passed on **27 July 2023** under item 11.1.9 with specific reference to clause 3.1.4 of the development agreement (attached as **Annexure "A"**);
- 1.2 and to decide on the way forward in respect of each one of the four developers.

It should be noted that the delays caused by the private developers have serious repercussions on Council's housing provision mandate. The first submission to the Management Committee regarding the applications received was discussed on **12 September 2017** under item 5.4. On **31 May 2018** under item 11.1.25 Council approved the allocations and the respective developers were informed accordingly. Almost six years lapsed since the private developers were informed of being allocated townships for development and construction of houses. Council can provide serviced land directly to the community at affordable prices by servicing the land with external low interest loans selected via competitive bidding from registered financiers.

2. BACKGROUND

On **27 July 2023** Council passed the following resolution under item 11.1.9:

(a) That the following developers:

- Gheron Building Construction (Pty) Ltd
- Tapaya Investment Holding (Pty) Ltd
- Matsi Investment (Pty) Ltd
- Reviving Property Solutions (Pty) Ltd

be referred to Nedbank or a registered financial institution for assessment for possible project finance and be granted time until 29 September 2023 to comply with clause 3.1.4 of the development agreement, i.e. to provide proof that a registered financial institution has committed to finance the full project cost and that they can provide between 20% - 30% of the equity requested and the sales to cover the 70% - 80% funding by a registered financial institution

(b) That a report on the performance of the developers under point (a) above be submitted to Council after the due date of 29 September 2023 for further consideration.

- (c) *That for economic empowerment purposes the contractors be kept on the Council data base and be referred to other potential private investors / developers for sub-contracting".*

On **09 August 2023** the four private developers were informed of the above decision and that addenda will be forwarded to them for signing.

The extension of time is regulated in terms of clause 10.2 which states that any extension of time (among other) shall not be binding unless record in a written document and signed by the parties (clause 10.2 is attached as **Annexure "B"** for ease of reference).

Attached as **Annexure "A"** is clause 3 which must be complied with. Special reference is made to clause 3.1.4 dealing with securing satisfactory and adequate proof of funding for the successful completion of the development.

On **17 August 2023** the addenda were forwarded to the respective private developers for signing.

The individual performance and requests / applications of the above four private developers are discussed in point 3 below.

3. PERFORMANCE BY THE RESPECTIVE PRIVATE DEVELOPERS

The performance of the developers is listed in order of the Council decision:

3.1 Gheron Building Construction (Pty) Ltd (hereinafter "Gheron")

3.1.1

Signing of the Addendum to the Agreement

Gheron signed the Addendum as required in terms of clause 10.2 for the extension of time. A copy of the duly signed document was provided to them under cover of a letter dated **25 August 2023**.

3.1.2

Compliance with Clause 3.1.4

On **27 January 2022** under item 11.1.38 Council took note that Gheron provided confirmation from Ariya Bridge Capital (ABC) for funding purposes.

On **13 September 2023**, a meeting was held with Mr R H Gouws and Mr P Thys and 2 representatives of Königstein Capital. Gheron submitted a letter dated Königstein confirmed that they intend to fund the project, but require clarity and amendment of certain conditions of the development agreement as per page 6 of their letter dated **25 September 2023 (Annexure "C")**.

3.1.3

Applications / Requests

Königstein intends to acquire 51% shareholding in Gheron, which request is compared to a similar request by Ghetto Assistance Centre (Pty) Ltd.

Gheron requests Council to allow amendment of their shareholding in terms of Clause 10.10 of the development agreement in order to accommodate Königstein Capital.

Concerns raised by both Gheron and Königstein:

1. **Clause 3.1.5**

Gheron requests permission that the main contractor provides the 10% performance guarantee per phase (they propose three phases)

- This request cannot be considered as the contractor has to issue a performance guarantee to Gheron, not to Council. Gheron is responsible to issue a performance guarantee to Council.

The General Manager: Engineering & Planning Services proposed that the developers be allowed to submit the performance guarantee per phase rather than a full amount that can raise the construction costs of the development.

2. **Clauses 5.6 and 6.7.2**

Gheron states that the above two clauses are conflicting and therefore requests confirmation that houses (excluding the land) may not be sold for more than N\$ 800 000.00.

3. **Clauses 5.8.4, 5.8.5.1 and 5.8.5.2**

Gheron requests that these clauses relates to three (3) phases commencing and lapsing consecutively. Therefore that the 330 days granted commence with each one of the three (3) phase in a flexible manner to change according to the market demand.

- Gheron can develop in phases as long as the total development time does not exceed the total time period of 330 days provided for in the agreement.

Königstein confirms that if the project cannot be executed in phases, the initial cost will amount to N\$95 million with the concomitant obligations and financial pressure, compared to a N\$35 million loan per phase.

Gheron further requests that to enable the developer to be more flexible to respond to market condition and /or complete the project quicker the agreement should make provision that the construction of top structures can be done simultaneously with the servicing of land.

- Gheron will be constructing on Council's land which they have not yet serviced. The General Manager Engineering & Planning Services confirmed that the application cannot be allowed to construct on land that does not belong to them. Another reason why the installation of services and build of house cannot be done simultaneously is due to risk of damages to either the top structure as well as the services being installed.

The developer is not entitled to sell plots only. They request that this option be considered.

- Gheron's application was selected based thereon that they proposed to develop affordable housing. The Management Committee on 12 September 2017 confirmed that only applications for the construction of affordable housing be considered for allocation of land.

Gheron also request confirmation that reference to "days" be confirmed as "business" or "calendar" days.

- As standard practice Council determines the days as "calendar" days.

4. **Clauses 5.13 and 5.14**

Gheron requires a clear differentiation / definition between "defects" and "maintenance". Gheron comments that they should not be responsible for maintenance during the initial year, including instances such as damage to public property like for instance street signs caused by the public.

- Clause 5.13 refers to defects for which the developer is responsible in the first year and clause 5.14 to maintenance for which Council is responsible thereafter, but only to bulk services and internal services.

5. **Clause 6**

Gheron requests that the erven be transferred after completion of every phase, instead of completion of the whole project.

They further request that Council conclude agreements with their clients for the sale and transfer the erven to the clients directly to save costs on transfer duties to the government for one transaction. Gheron will only conclude agreements for the development of the houses with the clients.

- This may be interpreted by the Deeds Office as a scheme to avoid payment transfer duty.
- This proposal will burden Council with the admin to the benefit of a private profit generating developer, in that Council will have to attend to the following with reference to 132 erven:
 - (i) Co-ordinate the information (identity, marital status ect) of each purchaser.
 - (ii) Publish a notice as required in terms of the Local Authorities Act, Act 23 of 1992, as amended.
 - (iii) Obtain approval from the Minister of Urban and Rural Development to proceed with the sale transactions.
 - (iv) Conclude agreements with the individual purchasers.
 - (v) Secure funding for the purchase price.
 - (vi) Instruct a conveyancer to attend to the conveyancing.
 - (vii) Keep proper record of the funds that has to be paid to Gheron.

Königstein states that should the property be transferred after construction of the houses it will amount to N\$20.5 million in transfer costs as Gheron is an entity.

- Their alternative proposal can be considered, which is that the transfer to the developer be done after the internal services is completed and prior to commencement of the upper structure. The transfer cost on a vacant erf is much lower than on a completed house. Council approved the following for Quintessential on **04 April 2023**, under item 11.1.17:

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

6. **Clause 10.10**

Gheron requests Council to allow them consent to change the shareholding of the entity to allow the transfer of 51% of the ordinary shares in Gheron to them.

Königstein Capital confirms this application as it will enable Gheron to raise additional senior debt.

In this regard Council passed the following decision for Ghetto Assistance Centre (Pty) Ltd 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."

The difference in the application of Gheron is that they are changing their shareholding and is not concluding a separate joint venture agreement.

- The application for the change in shareholding can be considered by Council. Quoted below for ease of reference the said clause:

Until such time that the Developer has fully complied with its obligations in terms of this Agreement to the satisfaction of the Municipality:-

- (a) the membership in the Developer may not change;
- (b) the Developer may not be converted into a close corporation,

unless the prior written approval of the Municipality had been obtained, and if so obtained, then further subject to such terms and/or conditions as the Municipality may reasonably impose.

7. **Competition with Council**

Gheron further requests Council not to compete with them in the selling of erven for period of six (6) months after the erven in a specific phase have been transferred to the developer.

- This is not an unreasonable request as the availability of erven which will be transferred to Council will overlap in phases and Council might be selling in the first phase while Gheron is busy finalizing the second phase.

- 8. In conclusion Gheron requests clarity on the relocation of the squatters occupying a portion of Extension 38.

3.2 **Tapaya Investment Holding (Pty) Ltd (hereinafter "Tapaya")**

3.2.1

Signing of the Addendum to the Agreement

Tapaya Investment Holding (Pty) Ltd signed the Addendum as required in terms of clause 10.2 for the extension of time. A copy of the duly signed document was provided to them under cover of a letter dated **25 August 2023**.

3.2.2

Compliance with Clause 3.1.4

On **30 August 2021** under item 11.1.17 Council was satisfied that Tapaya proved substantial progress and best commercial endeavours in compliance with clause 3.

As some time lapsed since then, Tapaya was requested to provide updated financing. Such was provided under cover of a letter dated **27 September 2023 (Annexure "D")**.

On **26 September 2023** Tapaya was reminded that in terms of the development agreement, Council does not allow the property to be bonded (this was also explained in the past by Mr M Swarts (the previous General Manager) during a meeting with the developer).

After considering two applications by the private developers, Council on **27 April 2023** under item 11.1.1 passed the following decision:

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

Taking the above into consideration and with reference to clauses 1.1.2 and 5.2, Tapaya was required to accordingly make adequate arrangements to comply with clause 3.1.4 of the development agreement.

3.2.3

Applications / Requests

Although not stated in the letter dated **27 September 2023**, Tapaya previously stated that they require confirmation from Engineering & Planning Services that they may commence with the execution of their project.

3.3 Matsi Investment (Pty) Ltd (hereinafter "Matsi")

3.3.1

Signing of the Addendum to the Agreement

Matsi Investment (Pty) Ltd signed the Addendum as required in terms of clause 10.2 for the extension of time. A copy of the duly signed document was provided to them under cover of a letter dated **25 August 2023**.

3.3.2

Compliance with Clause 3.1.4

Matsi states in their letter dated **13 September 2023 (Annexure "E")** that the conversion from a closed corporation to a company caused delays in them complying with the due dates.

- *This statement is irrelevant as the agreements were only signed after the said conversions. No periods started running prior to the signing of the agreements.*

Matsi mentions various attempts to secure financing without any success. She funds all costs from her own income.

3.3.3

Applications / Requests

A letter dated **13 September 2023 (Annexure "E")** was received requesting a further extension of time to perform. It was also stated that the project is not feasible based on the total size of the land which is indicated as 150,442m².

A reply dated **20 September 2023** was addressed to Matsi confirming that their calculations should exclude the surface area of Erf 2809 (55 763m², belonging to the Government of Namibia) and Erf 2817 (31 263m², public open space). These erven will only require 1 connection point each. Once these 2 erven are removed from the equation, the feasibility of the project should be obvious.

Matsi has been granted four (4) extensions of time to perform.

Matsi request permission for:

- *the change of shareholding in terms of clause 10.10 (she is still seeking a shareholder); and*
- *a further extension of time (without stating how long).*
- *The applications of Matsi can only be considered once:*
- *the identity of the shareholder and the percentage of shareholding is known; and*
- *a definite period of the fifth (5th) extension of time is known.*

3.4 Reviving Property Solutions (Pty) Ltd (hereinafter "Reviving")

3.4.1

Signing of the Addendum to the Agreement

Reviving Property Solutions (Pty) Ltd has not signed the Addendum to the Agreement. The entity has been requested / reminded as per attached e-mails (**Annexure "F"**).

Resultantly there is no valid agreement between Council and the entity (see clause 10.2 attached as **Annexure "B"**).

3.4.2

Compliance with Clause 3.1.4

Reviving states in their letter dated **26 September 2023** (**Annexure "G"**) that they are not in agreement with the extension of time being less than 30 days and proposing a period of at least twelve (12) months. They state that it is impractical to "*fulfil our commitments due to resistance and ignorance from the municipality*". In support of their statement they record dates for the approval of their plans by Engineering & Planning Services Department.

Reviving states in their letter that conditional approval was received from Development Bank of Namibia on **24 November 2022** (attached to their letter). The bank required confirmation that the agreement with Council was still valid.

In this regard, it is confirmed that an e-mail was received on **31 October 2022**, but was overseen taking into account the massive number of e-mails received on a daily basis. No official application / correspondence or follow-up telephone call was received as indicated on Council's letter head addressed to the Chief Executive Officer.

Notwithstanding Reviving being urged to sign the addendum to the agreement and their requirement to have a valid agreement

in place, they failed to sign and return the addendum as they do not agree with the short extended period.

3.4.3

Applications / Requests

Although there is no valid agreement between Council and Reviving due to their failure to sign the addendum to the agreement, Reviving is requesting Council to grant them at least twelve (12) months to comply with to comply with clause 3.

4. **PROPOSAL**

It is proposed that Council considers the clarification of clauses and concessions as set-out under the recommendation and addenda to the agreements be signed in confirmation.

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

RECOMMENDED:

- (a) That Council takes note that in accordance with the resolution of 27 July 2023, item 11.1.9 only Reviving Property Solutions (Pty) Ltd did not sign the addendum to the agreement recording an extension of time until 29 September 2023 to comply with clause 3.1.4.
- (b) That Council takes note that the delays caused by the private developers have serious repercussions on Council's housing provision mandate.
- (c) That Council can provide serviced land either directly to the community at affordable prices by servicing land with external low interest loans selected via competitive bidding from registered financiers, or by engaging developers in a competitive process.
- (d) That Council approves the following confirmation of conditions and concessions as requested by the individual developers:

(i) Gheron Building Construction (Pty) Ltd

- 1. That Council remains with clause 3.1.5 in terms whereof Gheron must deliver to the Municipality an acceptable performance guarantee equal to 10% of the true estimated development cost of the bulk and internal services infrastructure
- 2. That it be confirmed that in terms of clauses 5.6 and 6.7.2 the houses (excluding the land) may not be sold for more than N\$ 800 000.00.
- 3. (aa) That it be confirmed that the development may be executed in three phases (clauses 5.8.4, 5.8.5.1 and 5.8.5.2) on condition that all phases in the entire development be finalized within 330 days, i.e:

Clause 5.8.5.1 that the upgrading of the bulk services infrastructure and the development of the entire internal services infrastructure be completed within 330 days of the fulfilment date;

Clause 5.8.5.2 that the construction of the dwelling houses be completed within 330 days of the date of the final completion certificate.

(bb) Clause 2.8.6 that "days" be confirmed as calendar days.

(cc) The request for the construction of top structures to be done simultaneously with the servicing of land, not be approved.

(dd) Gheron is not allowed to sell erven only as the allocation was based on affordable housing proposals and was confirmed as such by the Management Committee on 12 September 2017.

4. That clauses 5.13 and 5.14 be amended to clearly state the responsibility in respect of defects and maintenance by the respective parties.

5. That Council allows the transfer of the erven to Gheron without houses constructed thereon as allowed for Quintessential Trading & Consulting (Pty) Ltd by Council on 04 April 2023 under item 11.1.17.

6. That permission be granted in terms of clause 10.10 to Gheron to change their shareholding by 51% to Königstein Capital in order to raise the funding for the project.

7. That Council undertakes not to sell erven located in Extension 38, Swakopmund to the community for a period of six months commencing after 80% of the erven in the first phase have been transferred to the Gheron.

8. That the relocation of the informal households on Extension 38, Swakopmund be prioritized, but that the partial occupation in no way delays the execution of the project (especially taking into consideration that the phase will be executed in three phases).

(ii) Tapaya Investment Holding (Pty) Ltd

1. That it be noted that Tapaya complied with clause 3 and can proceed with the execution of the project.

(iii) Matsi Investment (Pty) Ltd

1. That Council cancels the agreement with Matsi and Extension 13, Matutura be advertised for sale by call for development proposals subject to the conditions approved by Council on 29 June 2023 under item 11.1.20, point (d).

(v) Reviving Property Solutions (Pty) Ltd

1. That Council takes note that Reviving has not signed the addendum to the agreement as required in terms of clause 10.2 after being reminded and therefore no agreement is in force.

2. That Council cancels the agreement with Reviving and Extension 5, Matutura be advertised for sale by call for development proposals subject to the conditions approved by Council on 29 June 2023 under item 11.1.20, point (d).

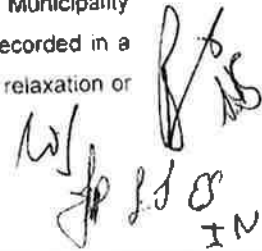
9. That the performance guarantee be issued in phases to ease the financial burden of the developers.

ANNEXURE "A"

Condition	
3.	<p>Suspensive Conditions to be fulfilled by Municipality within 120 days of signature:</p> <p>3.1.1 the successful compliance by the Municipality with the provisions of section 63(2) of the LA Act;</p> <p>3.1.2 the exemption of the Municipality from compliance with the relevant provisions of the Public Procurement Act, 2015 (Act No. 15 of 2015), in respect of the procurement of the works and the disposal of assets contemplated in this Agreement;</p>
	<p>Suspensive Conditions to be fulfilled by the Developer within 180 days of signature</p>
	<p>3.1.3 the submission by the Developer to the Municipality of a written detailed true estimation of the costs to be incurred by the Developer in the execution of its development obligations contemplated in this Agreement and the approval of the true estimation of the costs by the Municipality;</p>
	<p>3.1.4 the submission by the Developer to the Municipality of satisfactory proof that the Developer has secured adequate funding for the successful completion of the development contemplated in this Agreement. Whether or not such proof is satisfactory, shall lie exclusively in the discretion of the Municipality;</p>
	<p>3.1.5 the delivery by the Developer to the Municipality of an acceptable Performance Guarantee issued by an accredited registered bank, financial institution or insurance company on behalf of the Developer's Contractor in favour of the Municipality, equal to 10% (ten percent) of the true estimated development cost of the bulk and internal services infrastructure (forming part of the cost estimation to be submitted by the Developer in terms of 3.1.3 above), for the due performance by the Developer of its development obligations stipulated in 5.4 and 5.5 below;</p>
	<p>3.1.6 the submission by the Developer to the Municipality of a construction programme detailing a time line for the execution of the development contemplated in this Agreement, and, if the Developer proposes to carry out the development of the internal services infrastructure (as more fully stipulated in 5.5 below) in phases, then also detailing such phases with reference to the geographical areas which each phase is to cover and the timeline for each phase (with due regard to the overall completion time frames stipulated in clause 5.8.5 below), and the approval of said construction programme by the Municipality;</p>
	<p>3.1.7 the submission by the Developer to the Municipality of the Project Specifications, and the approval of the Project Specifications by the Municipality;</p>
	<p>3.1.8 the submission by the Developer to the Municipality of design drawings and construction plans (prepared by an engineer or firm of engineers) detailing the design and layout of the internal services infrastructure and the upgrading of the bulk services infrastructure, and the approval thereof by the Municipality;</p>
	<p>3.1.9 the submission by the Developer to the Municipality of conceptual sketch plans of at least three standard types of dwelling houses to be constructed by the Developer at the Single Residential Disposal Erven, and the approval thereof by the Municipality.</p>
	<p>3.1.10 the adoption by the directors of the Developer of the requisite resolution for the conclusion by the Developer of this Agreement and the authorisation of the signatories of the Developer to enter into this agreement on behalf the Developer, and the submission of proof thereof to the Municipality;</p>
	<p>3.1.11 the submission to the Municipality of documentary proof to the effect that the Developer is duly registered for Value Added Tax and that it is in good standing with the Department of Inland Revenue of the Namibian Ministry of Finance in respect of all of its tax liabilities.</p>
	<p>3.2 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.</p>
	<p>3.3 Unless all the Conditions Precedent have been fulfilled by no later than the respective due dates for fulfilment as determined in clause 3.1 above:</p>
	<p>3.3.1 the provisions of this Agreement (save for the Immediately Effective Provisions) will be of no force or effect;</p>
	<p>3.3.2 the Property will be restored to the Municipality in the condition in which it was before the Signature Date; and</p>
	<p>3.3.3 No Party shall have any claims against the other Party arising from the failure of any of the Conditions Precedent, except for such claims as may arise from a breach of the provisions of clause 3.2 above or as may arise from a legitimate claim for restoration to the Municipality of the Property in the condition in which it was before the Signature Date (as contemplated in clause 3.3.2 above).</p>

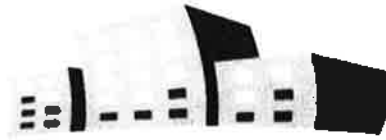
ANNEXURE "B"

- 10.2 No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement (excluding any certificate issued by the Municipality in terms of the provisions of this Agreement) and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms or conditions of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement (excluding any certificate issued by the Municipality in terms of the provisions of this Agreement) shall be binding unless recorded in a written document signed by the Parties. Any such extension, waiver or relaxation or

Handwritten signatures and initials in black ink, including a large signature on the left and several initials on the right, including 'IN'.

- 28 -

suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.


GHERON Building Construction (Pty) Ltd

Reg No (PTY) LTD 2020/0880
 VAT No 7294583-01-1
 Date 05/08/202

SEPTEMBER, 2023

THE CHIEF EXECUTIVE OFFICER
 MUNICIPALITY OF SWAKOPMUND
 P.O. BOX 53
 SWAKOPMUND
 22 SEPTEMBER 2023

Dear Sir

IN RE: JOINT VENTURE AGREEMENT: COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND // GEHRON BUILDING CONSTRUCTION (PTY) LTD:

We refer to the above and the agreement signed between your Council and our company on 24 November 2020 and 21 December 2020, respectively.

1. Background

Our company has been able to secure funding for the project from the Königstein Affordable Housing Fund. We enclose a confirmation letter of finance in which the matters of concerns and conditions of finance is set out in Annexure A to this letter as well as the corporate profile of the fund manager, Königstein Capital, in Annexure B.

The Joint Venture Agreement was scrutinized by legal and financial experts, as part of a due diligence process, embarked upon by the financier of the project. The due diligence report has raised concerns with certain provisions of the Agreement, which will negatively impact the feasibility of the Development, which concerns we would like to bring to your Council's attention.

These concerns have also been discussed with some of your staff members who directed that the same be submitted to your Council for further consideration.

2. Required Contract Amendments

Below we list the issues raised as well as proposals of how these could be addressed:

Issues identified	Proposed remedial action
1 In terms of clause 3.1.5. of the Joint Venture Agreement, the Developer must deliver a	We request that the main contractor be allowed to provide the performance

performance guarantee from a registered bank or financial institution to the Municipality of 10% of the development cost.	guarantee to the Council to reduce the cost of supplying such a guarantee. This should also include the main contractor be allowed to give the said performance guarantee per phase.
<p>2 Clause 5.6 of the Joint Venture Agreement deals with the standards and value of dwellings to be constructed. In this clause it is stipulated that the selling price per house must not be more than N\$ 800,000 per house, excluding land value.</p> <p>However, clause 6 of the Joint Venture Agreement deals with the transfer of erven to the Developer as well as the subsequent sale to end users. In clause 6.7.2 it is specifically stated that a restriction will register against the title deed of each single residential erf transferred to the Developer that the Developer may not sell the erven for more than N\$800,000 each.</p>	<p>This clause 5.6 appears to conflict with clause 6.7. This needs to be clarified and the Joint Venture Agreement must be amended if necessary to avoid any misunderstanding.</p> <p>It will have a serious impact on the financial feasibility of the project if houses cannot be sold for more than N\$800,000. It is proposed that these values be increased to at least N\$1,100,000.00 including land (N\$800,000 + N\$300,000 for land) and to remove the removal of the arbitrary condition to split the land and building price.</p>
<p>Clause 5.8.4 of the Joint Venture Agreement mandates that the developer must commence noticeable physical construction activity at the property within 60 days of the Fulfilment Date and proceed diligently thereafter, with "commence" defined as genuine construction activity at the Property.</p>	<p>If the internal services infrastructure is developed in phases, each phase must align with the respective timeframe as approved by the Municipality. The agreement should be amended to make it clear that the 330 days time line is then no longer applicable.</p>
<p>Subclause 5.8.5.1 stipulates that the developer must complete the upgrading of bulk services infrastructure and the development of the entire internal services infrastructure within 330 days of the Fulfilment Date.</p>	<p>The agreement should further also make provision that phases, although approved up front, may be changed, if project or market dictates that it is necessary.</p>
<p>Subclause 5.8.5.2 states that the construction of dwelling houses on Single Residential Disposal Erven should be finished within 330 days of either the final certification of the internal services infrastructure by the Municipality or the final certification of the respective phase if the infrastructure development occurs in phases, as per Municipality approval. To build 132 houses in 330 calendar days might prove to be a challenge.</p>	<p>To enable the developer to be more flexible to respond to market conditions and/or complete the project quicker the Joint Venture Agreement should make provision that the construction of top structures can be done simultaneously with the servicing of land.</p>
<p>Clauses 5.13 and 5.14 Joint Venture Agreement deal with the obligations regarding defects to be repaired by the developer and the obligation of maintenance on the Council.</p>	<p>The Joint Venture Agreement is silent on whether days refer to business or calendar days. It is proposed that this is clarified.</p> <p>A clear differentiation between defects and maintenance is required. The developer should not be responsible for maintenance during the initial year, including instances such as damage to public property like for instance street signs caused by the public.</p>

Clause 6 of the Joint Venture Agreement deals with the transfer of erven to the Developer as well as the subsequent sale to end users. It seems that erven must first be transferred to the Developer before it can be sold to end users. This can only be done upon:

- Completion of bulk services
- Completion of internal services
- Completion of the construction of a dwelling per specification

All three completion certificates to be issued by the Municipality are therefore required before the Developer can request for the erven to be transferred to it and all costs related to the transfers will be for the cost of the Developer.

These stipulations have the following implications:

i. Transfer duty will be paid twice. The developer will pay transfer cost when the properties are transferred to it and then the end user will again pay transfer costs when they buy the property.

ii. Transfer cost to a corporate entity is significantly higher than that of an individual. The cost on which the transfer of the erven will be calculated must be the at the market value of the property..

iii. To make the project viable for the developer, these costs will need to recover from the end user resulting in a more expensive house and is contradictory to the objective to deliver affordable housing.

iv. Although in clause 5 it is alluded to that the development can be constructed in phases, in clause 6 it does not seem that provision is made for the transfer of properties to the Developer or end user in phases. If the Developer is unable to do the Project in phases it would mean that funding to the value of N\$95 million must be arranged and all properties will need to

The Joint Venture Agreement should be amended to allow that "Disposal Erven" serviced can be transferred after each phase.

To aid the cost-effective delivery of houses and the double payment of transfer duties the Joint Venture Agreement should be amended to allow for the direct transfer of erven from the Council to end users.

The agreements of sale to end users be concluded between Council and end users and the agreement be structured that no claims can be filed against the Council regarding the improvements. This is like other projects where the end user buyer enters into one agreement with the Council for the sale of the land and the developer for the building of the house.

Alternatively, to the above, the transfer to the Developer should be done after the internal services is completed and prior to commencement of the upper structure. This will still result in a double payment of transfer duty, but at on a significantly lower value which will positively affect the feasibility of the project.

	be sold in one go. The effect of interest in this instance will increase significantly and would likely make the project not feasible.	
6	Clause 10.10 of the Joint Venture Agreement stipulates that the Council needs to give consent if the shareholding of Gheron changes.	The proposed financing structure presented by financiers includes an equity transfer of 51% of the ordinary shares in Gheron and that will thus require consent from the Council which is hereby requested.
7	It is our understanding that The Council will require that after each phase a certain number of plots must be transferred to them. The Joint Venture Agreement lacks provisions specifying that the Municipality can only sell their erven after the Developer has commenced their sales.	To avoid that the Developer competes against the Council for sales, it should be proposed that the Council may not market their plots within 6 (six) months after the Disposal Erven in that phase have been transferred to the Developer.

We submit that the above proposals do not prejudice the Council in any way, but will significantly improve the feasibility of the project.

We accordingly request your Council to agree to an addendum of the Joint Venture Agreement to provide for the proposals made hereinbefore.

3. Other matters

Currently there are squatters living on a portion of extension 38. It is the understanding that these squatters will be relocated and that this matter has already been dealt with.

Our funders require written confirmation by council of how and when the relocation of the squatters will be handled and what agreements have been reached with the people currently living on the land.

Please do not hesitate to contact us if we you require additional information or further clarification.

Yours faithfully

Ronald Harold Gouws
Director

Phillip Thys
Director

Annexure A



KÖNIGSTEIN
CAPITAL

25 September 2023

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

Dear Sir

CONFIRMATION OF INTEREST TO INVESTMENT IN GHERON CONSTRUCTION (PTY) LTD FOR THE DEVELOPMENT OF SERVICES INFRASTRUCTURE AND MIDDLE-INCOME HOUSING IN SWAKOPMUND EXTENSION 38

Königstein Capital (Pty) Ltd ("Königstein") in its capacity as Fund Manager of the Königstein Affordable Housing Fund ("KAHF") herewith confirms our interest to invest in Gheron Construction (Pty) Ltd ("Gheron" or "the Developer") for the servicing and development of affordable housing for the newly established Extension 38 in Swakopmund. ("the Project").

Our intention to invest is based on our indicative offer which Gheron accepted. KAHF believe this venture aligns with our investment goals and strategies. We recognize the importance of this project in providing much-needed affordable housing and boosting infrastructure in Swakopmund.

1. Background:

The development of Extension 38 Swakopmund will be done in terms of a Joint Venture Agreement between Gheron and the Municipality of Swakopmund ("the Joint Venture Agreement"). The project entails the development and servicing of the 253,488m² piece of land known as Swakopmund Extension 38. Upon completion 71 of the plots serviced will remain with the Municipality of Swakopmund. The remaining single residential general residential plots are intended to be developed with middle-income housing upon being serviced.

Once completed the project will consist out of the following plots:

Königstein Capital (Proprietary) Limited
(Registration number: 2009/0081)
Directors: A. J. Baston, A.J. Baston (Mr), ISN Hoop, A. Louw,
Telephone +264 (0) 61 303 227 Fax +264 (0) 61 303 228
13 Lilientron Street, PO Box 86127, Windhoek, Namibia

Zoning	No of plots	To remain property of municipality	Available for sale by Developer
Single residential	198	66	132
Gen Residential 1	2	-	2
Public open spaces	4	4	-
Local Authority	1	1	-
	205	71	134

The project contains:

- The upgrading of the bulk services infrastructure;
- The development of the internal services infrastructure, and
- The construction of houses on each of the 132 single residential plots on the single residential plots that will not remain with the Swakopmund Municipality.

2. Proposed investment structure:

2.1. KAHF envisages investing up to N\$35,000,000 in the Project through:

- 2.1.1. An acquisition of 51% of shares in Gheron, subject to the approval of the Municipality of Swakopmund. This is required to provide KAHF with the necessary collateral in absence of being able to register a bond over the property being developed.
- 2.1.2. The remainder of the finance requirement will be advanced through a subordinated loan to Gheron.

2.2. KAHF believes, that although N\$35,000,000 should be sufficient to fund the project if rolled out in phases, the proposed structure should make it possible for Gheron to raise additional senior debt if additional funding is required.

3. Matter identified during the due diligence process

In our initial review of the Project and the Joint Venture Agreement we came across the following matters which we feel must be resolved as many could have a significant impact on the financial viability of the Project or could expose the Developer and investors to much undue risk.

- 3.1. In terms of clause 3.1.5. of the Joint Venture Agreement, the Developer must deliver a performance guarantee to the Municipality of 10% of the development cost. It was indicated that the main contractor will provide such a guarantee to the Developer and that the

Municipality would accept this to be sufficient. This would have to be confirmed by the Municipality in writing.

- 3.2. Clause 5.6 of the Joint Venture Agreement deals with the standards and value of dwellings to be constructed. In this clause it is stipulated that the selling price per house must not be more than N\$ 800,000 per house, excluding land value. This corresponds with the resolution passed by the municipal council provided.

Clause 6 of the Joint Venture Agreement deals with the transfer of erven to the Developer as well as the subsequent sale to end users. In clause 6.7.2 It is specifically stated that a restriction will register against the title deed of each single residential erf transferred to the Developer that the Developer may not sell the property for more than N\$800,000.

These clauses are clearly contradictory to each other. It will have a serious impact on the financial feasibility of the project if houses cannot be sold for more than N\$800,000.

This matter needs to be clarified and the Joint Venture Agreement must be amended if necessary to avoid any misunderstanding.

- 3.3. Clause 5.8.4 of the Joint Venture Agreement mandates that the developer must commence noticeable physical construction activity at the property within 60 days of the Fulfilment Date and proceed diligently thereafter, with "commence" defined as genuine construction activity at the Property. Subclause 5.8.5.1 stipulates that the developer must complete the upgrading of bulk services infrastructure and the development of the entire internal services infrastructure within 330 days of the Fulfilment Date.

If the internal services infrastructure is developed in phases, each phase must align with the respective timeframe as approved by the Municipality. Subclause 5.8.5.2 states that the construction of dwelling houses on Single Residential Disposal Erven should be finished within 330 days of either the final certification of the internal services infrastructure by the Municipality or the final certification of the respective phase if the infrastructure development occurs in phases, as per Municipality approval.

The specific nature of the days mentioned in these clauses, whether they refer to calendar days or working days, should be explicitly clarified in the contract. Additionally, it is essential that the contract includes provisions, in writing, allowing the Developer to commence construction of Top Structures concurrently with Bulk services, as failing to do so could potentially impact the project's feasibility.

3.4. Regarding clauses 5.13 and 5.14 of the Joint Venture Agreement, we believe it is important to establish a clear differentiation between maintenance and defects. Specifically, it needs to be clarified whether the developer is responsible for all site maintenance during the initial year, including instances such as damage to public property like street signs caused by the public.

3.5. As mentioned above clause 6 of the Joint Venture Agreement deals with the transfer of erven to the Developer as well as the subsequent sale to end users. It seems that erven must first be transferred to the Developer before it can be sold to end users. This can only be done upon:

- Completion of bulk services;
- Completion of internal services, and
- Completion of the construction of a dwelling per specification

In all three instances a completion certificate issued by the Municipality is required before the Developer can request for the erven to be transferred to it and all cost related to the transfers will be for the cost of the Developer.

These stipulations have the following implications:

- i. Transfer duty will be paid twice. The developer will pay transfer cost when the properties are transferred to it and then the end user will again pay transfer costs when they buy the property.
- ii. The cost on which the transfer of the erven will be calculated must be the market value of the property. In terms of the feasibility calculation provided a three bedroom house will be sold for approximately N\$1,070,000 and a two bedroom house would sell for N\$970,000. Transfer cost to a corporate entity is significantly higher to that of to an individual.

To transfer the properties to the Developer transfer costs on a three bedroom house would amount to N\$166,000 and on a two bedroom house it would be N\$149,000. The transfer cost payable by the Developer upon transfer would therefore mount to about N\$20,5 million.

- iii. In clause 6 it does not seem that provision is made for the transfer of properties to the Developer or end users in phases. If the Developer is unable to do the Project in phases it would mean that funding to the value of N\$95 million must be arranged and all properties will need to be sold in one go. The effect of interest in this instance will increase significantly which would have a negative impact on the project feasibility.

It is imperative for the project that end users should buy the properties directly from the Municipality after the completion of the houses. This would avoid that transfer duty is paid twice and would contribute to making houses more affordable.

Similarly, it is extremely important that it is clarified that takeover of houses can also be done in phases to reduce the financing cost of the project.

- 3.6. Nowhere in the agreement provision is made that the Developer may sell plots only. This flexibility is required to enable the Developer to manage its risk in a changing market environment.

- 3.7. Clause 10.10 of the Joint Venture Agreement stipulates that the Municipality needs to give consent if the shareholding of Gheron changes. The proposed financing structure presented by Königstein does require a change in shareholding of Gheron and the Municipality needs to be engaged in this regard.

In some of our discussions it was indicated that the Municipality undertook not to sell the 66 single residential plots that remains with them before the Developer has not sold the 132 single residential plots it developed. The agreement is silent about this as far as we could determine. This matter needs to be clarified.

4. Conditions

This indicative proposal is subject to the following conditions:

- 4.1. Confirmation that all regulatory and other approvals required are in place.
- 4.2. Satisfactory resolution of matters identified from our initial review of the Joint Venture agreement between the Municipality of Swakopmund and Gheron as detailed in 3 above.
- 4.3. Successful conclusion of the due diligence of all legal, financial, technical and other matters to the satisfaction of Königstein.
- 4.4. Preparation of a financial model for the Project in collaboration between KAHF and Gheron using the most appropriate assumptions considering the outcome of the due diligence process that proves the financial feasibility of the project to the satisfaction of Königstein.
- 4.5. Following the conclusion of the due diligence process the agreement of final terms of investment between the current shareholders of Gheron and Königstein.
- 4.6. The approval of the investment by the Governing Board of KAHF;
- 4.7. Conclusion of the necessary transaction documents to the satisfaction of Königstein. Such transaction documents could include a Shareholders Agreement, Subscription Agreement, Loan Agreement(s), Development Management Agreement and any other agreements or ancillary documentation. The cost of preparation of such documentation will be for the account of Gheron and will be part of the project costs.
- 4.8. The clearing of the Township is dealt with orderly and in an appropriate manner and does not impact the development in any way.
- 4.9. Approval of the transaction by the Namibian Competition Commission (if so required).

Yours faithfully



Arno Louw

Chief Investment Officer

TAPEYA INVESTMENT HOLDING (PTY) LTD

PO Box 12
Swakopmund
Namibia

Registration nr. 2018/2869
E-mail: wincklerh@gmail.com
Telephone: +264 81 656 0109

TD_hw_005
27 September 2023

MUNICIPALITY OF SWAKOPMUND
53 Swakopmund
NAMIBIA
sbruwer@swkpmun.com.na

ATTENTION: CHIEF EXECUTIVE OFFICER

Dear Sir

MATUTURA EXTENSION 3: EXECUTION OF JOINT VENTURE AGREEMENT

DUTY TO SECURE FUNDING: ADDENDUM TO DEVELOPMENT AGREEMENT

With reference to your letter dated 09 August 2023, as well as the signed and submitted addendum DUTY TO SECURE FUNDING: ADDENDUM TO DEVELOPMENT AGREEMENT, regarding the executing of obligations under Clause 3 of the Development Agreement, herewith the official submission of the following documents:

1. Resubmission of initial finance letter from Sanlam;
2. Resubmission of the balance sheet for our group of companies showing our financial capability;
3. Letter from Morgenson Consulting Services (Pty) Ltd as finance provider.

Should you require any further information please do not hesitate to contact Mr. Winckler in this regard.

Yours sincerely,



Henk Winckler
Director: Tapeya Investment Holding (Pty) Ltd

RECEIVED BY _____ (NAME) ON BEHALF OF THE SWAKOPMUND
MUNICIPALITY ON ____ DAY OF _____ 2023.

SIGNATURE

WITNESS

OFFICIAL STAMP



1 June 2021

Dear Mr. Winckler

re: Funding for development costs on Matutura extension 3 for Tapeya Investment Holding (Pty) Ltd

We hereby wish to inform you that the Santam Resilient Investment Fund managed by Sanlam Investments will consider a loan facility to Tapeya Investment Holdings (Pty) Ltd of N\$20 000 000.00 (Twenty Million Namibian Dollars). The facility is for the development of Extension 3 located in Swakopmund based on the development agreement signed by Swakopmund Town Council and Tapeya.

The conditions precedent for disbursement of the loan includes:

- Finalisation of due diligence including inspection of all development approvals and services available to the satisfaction of the Lender and final credit approval.
- Registration of mortgage bonds over the property valued at 120% of the loan amount.
- All approvals necessary to enter into the Transaction Agreements have been obtained.
- All necessary borrower information has been obtained, including updated FICA information.
- The facility will be subject to the developer, illustrating that the sales proceeds from the sale of 66.6% allocated erven and houses, will sufficiently cover the repayment of the loan and interest.
- The developer needs to provide reasonable support by means of valuations and comparative sales to support the sales prices. If required, the funder might request presales before disbursing the funds.

All terms and conditions to the loan will be submitted to you in a formal term sheet.

Regards

Erica Nell

Fund Manager: Santam Resilient Investment Fund

Consolidated Balance Sheet

Balance Sheet as at 31 JANUARY 2019

R

Assets	321,698,787
Non-current assets	9,465,757
Aircraft	18,403
Art	76,312
Computer Equipment	10
Computer Software	100,871,234
Development rights	457,900
Furniture & Fittings	180,007
Other	67,500
Goodwill	204,306,828
Land & Buildings	5,834,481
Motor Vehicles	1
Trailers	25,004
Office Equipment	51,241
Photographic Equipment	10,781
Radio Equipment	407
Security Systems	112,486
Pleasure Craft	-
Section 22 Pemba Bay	-
Life Right - Hanger C2 Mosselbay	-
Timeshare	98,836
Loans & Investments	250,807,551
Shares - Smokey Mountain Trading 82	33
Shares - RZT Zeipy 5143	100
Shares - Terra Investments no 8	50
Shares - Kruger & Biehler Beleggings	1,584,915
Shares - Baldo	100
Member Contribution - Geman 48	100
Member Contribution - Ged 200 Vreldem	100
Member Contribution - Terre no 15	100
Member Contribution - Terre no 26	100
Member Contribution - Terre no 27	100
Member Contribution - Terre no 28	100
Member Contribution - Terre no 41	100
AG Kruger	-
JT Truter	-
J Aukamp	2,034,000
E van der Merwe	1,645,627
Baldo	8,822,420
CB 1 & 83, RB37, LV4, Terre 15, 26, 27, 28, 41	870,184
Qualiplan (Pty) Ltd	1,000,000
Investgold (Kruger Rands)	4,000,131
PICA Investments Limited	4,094,603
Geman 48	-
Kruger Trust	90,000
Jaques Neß	-
SF Marais	387,273
Johannes Makwana	-
R Winckler	-
C Winckler	-
M Winckler	79,190,143
Liton Trust	-
Plankensult	14,300,476
PB Kruger	2,858,243
PJ Louw	(1,961,275)
Loen - Lievaart	51,790,402
Tembura 89 Trust	36,488,876
Terra Investments No 8	-
Top Ten Trust	22,626,121
Winger Trust	8,455,540
PAAN Trust	-
Kruger & Biehler Beleggings	-

Isivuno Trust	2,039,486
Vaaldem 200 BK	1,363,984
J Kgobee	10,000
BA Kruger	-
Mandhrozi	3,188,824
Quidi Trust	2,861,067
Hoekalo Beleggings	3,333,724
Soloprop	-
BC Steep	150,001
	47,506,034
Current assets	81,203
Deferred tax	2,322,338
Trade and other receivables	-
Tax paid - PB Kruger (SITE & PAYE)	2,483
Deposits paid	38,211,988
Property Stock	(2,916)
Staff loans	5,890,930
Bank & cash	-
Total assets	620,012,372
	217,674,454
Equity and liabilities	227,000
Capital and Reserves	183,348,842
Member Contribution / Share Capital	30,088,389
Non-distributable reserves	23,602,123
Capital account / retained earnings	-
Capital Contributions received	-
	383,105,112
Non-current liabilities	(2,658,675)
Loan - AG Kruger	(389)
Loan - Gaman 48	64,034,718
Loan - Kruger Trust	-
Loan - PJ Louw	(4,433,575)
Loan - L. Winckler	148,384
Loan - R Winckler	-
Loan - Winckler Business Trust	77,944,838
Loan - Terre Investments No 8	62,885,148
Loan - Liton	-
Loan - Kruger & Bieker Beleggings	74,782
Loan - PB Kruger	185,843
Loan - SF Marais	-
Loan - Altsi Property Developments	348,386
Loan - PAAN Trust	500,000
Loan - Top Ten Trust	21,035,016
Deferred tax	8,678,881
Shareholder / Director loans	134,884,874
Long term liabilities - mortgage bonds & other	(4,000)
Loan - RM Kruger	1,886,872
Loan - Tambura	1,484,673
Loan - Vulindela Trust	1,553,772
BA Kruger	7,744,088
Gamsberg Trust	8,622,420
Terre Investments No 28	800,000
Quintipien	-
	19,232,805
Current liabilities	14,327,467
Trade & other payables	-
Credit Card	881,088
Income tax	2,841,838
Deferred tax	(8)
STC payable	774,623
VAT payable	487,794
Rental deposits held	-
Total equity and liabilities	620,012,372

(0)



17 August 2023

Dear Mr. Windler

re: FUNDING FOR DEVELOPMENT COSTS ON MATUTURA EXTENSION 4 FOR TAPEYA INVESTMENT HOLDING (PTY) LTD

Morgenson Consulting Services (Pty) Ltd act as broker for various property development funds and has raised the capital for several of the historic projects of Tapeya Investment Holdings (Pty) Ltd with the Municipality of Swakopmund. We therefore hereby confirm that we have a long standing relationship with Tapeya Investment Holdings (Pty) Ltd and will subject to the below listed conditions consider to secure finance for any future development projects located in Matutura extension 4 as per the development agreement signed by between Municipality of Swakopmund and Tapeya Investment Holdings (Pty) Ltd.

The conditions precedent includes:

- Finalisation of a due diligence including inspection of all development approvals and services available to the satisfaction of the Lender and final credit approval.
- Registration of mortgage bonds over the property valued at 120% of the loan amount.
- All approvals necessary to enter into the Transaction Agreements have been obtained.
- All necessary borrower information has been obtained, including updated FICA information.
- The facility will be subject to the developer. Illustrating that the bankable sales proceeds will sufficiently cover the repayment of the loan and interest.
- The developer needs to provide reasonable support by means of valuations and comparative sales to support the application.

All terms and conditions for the loan will be submitted to you in a formal term sheet when required.

Regards



 Pierre Blaauw
 Director

16/11/2023

MATSI INVESTMENT (PTY) LIMITED

P.O. BOX 4175

VINETA 13003

metsiag9@gmail.com

13rd September 2023

The Office/Executive Office
Municipality of Swakopmund
P. O. Box 53, Swakopmund, Republic of Namibia

Your Reference number: 16/11/2023

Enquires Mr. Andre Piatjies

**RE_ SUSPENSIVE CONDITION WITH REGARD TO THE DEVELOPMENT OF
EXTENSION 13, MATUTUTRA, SWAKOPMUND**

In pursuance with the above mention matter and in particular to the existing and addendum agreements and extension of time period granted, has reference.

Our engagement stem from the existing agreement and addendum consensus reached between yourself and the writer hereof.

The factual background of this matter at hand commenced when the developer being the participant of this agreement had requested on two occasions extension of time line in with complying with clause 3.14 and 3.15 of the provisions of the agreements in place to this date.

From the onset of the main agreement between ourselves and especially your institution and myself, as the earmarked developer. At the onset I was tasked to convert the Matsi Investment Close Corporation to the Section 21 Proprietary Company, which I did, in fulfilling the prerequisite terms and condition. In doing so it cause delay as the agreement state 330 days that the development of extension 13, Matutura need to be completed within that time frame.

There are certain provisions in terms of the existing agreement, and also on Addendum agreement concluded on 23rd August 2023 as compliance to the Developer obligated to do:

The developer being the writer of this letter has tried to update the Municipality with regard to challenges its facing and has been in constant communication with your institution representative namely, Ms. Bruwer and Mr. Andre Platjies, in echoing the sentiment of extension of time limit in quest of fulfilling the suspensive condition, which was successful granted in all instances.

In terms of the joint venture addendum concluded, which extended my time to the 29th September 2023, in terms of the clause 3.2, which also list the compliance of clauses 3.14 and 3.15 "... *that the developer secured adequate funding for the successful completion of the development and has to deliver performance guarantee that is issued by banking institution or accredited registered bank or financial institution...*"

In the past I have approached the Nedbank Pty limited with project financing with they did not approved. I also approached the Development Bank of Namibia Pty Limited and they have requested certain information that need the expert in line of quantity surveyor, engineers and architectures.

That being the case I had to get funds in order to sought funds to bring them on board as employees of the Matsi Investment Pty Limited in dealing with the query and detailed information that Development Bank of Namibia requires, in order to consider my loan for approval for the construction of 66(sixty-six houses) as low-income houses to the disadvantages communities of Swakopmund, namely Matutura, Extension 13.

The challenge that the developer has been facing is securing project financing, and up to date, the writer hereof has been doing it out of my own pocket in gathering funds to pay this cost estimation, analysis experts, plans, designs as all the costs has to be incurred.

I am approaching the Honorable office with utmost diligent as to the provisions of the existing agreement, in terms of 10.9 stating inter alia that:

"... Seek prior written consent of the Municipality....which consent shall not be withheld unreasonably..."

The rationale for fund remains a challenge in so far as the manifestation of financing this project will only be seeking investor and I seek permission in this regard while waiting for Development Bank limited reviewing my application for loan.

In the past correspondences, the developer has submit to the municipality of Swakopmund a detailed cost estimation that was accepted and approved, of which I sought the professional experts in complying that report. That very report has been under scrutiny by the Development bank of Namibia and has compel to employ a full time expert in complying and answering those queries in order to seek the finance I applied for.

The Development Bank of Namibia busy is reviewing my loan application and had forward certain queries that had to do with clause 3, 15 of estimation costs. I am obligated to seek the service of experts in order to answer these queries in quest for my application to be successful.

I had sought the services of quantity surveyor and architectures in order to answer this queries and the DBN has put forth. This has lead me to make swift decision to appoint a Project manager, Norman Alcock, and delegating the power of attorney in approaching your office. He will be liaising with your office and other institution in bring the fruition of the outstanding issues at hand and primary in compliance with the clause 3, 14 and 15.

In my consultation with my project Manager, it appears impossible to be completed with bill of cost and all outstanding issues that has been requested from Development Bank of Namibia by the 29th September 2023. It is quite feasible that he will need more time beyond the extend time granted.

In final analysis as single woman and adhering to our people's outcry of housing and as community activist, I had finance the primary things out of my pocket, in order to comply with this project's existing and addendum agreement.

Thus far a further extension is imminent which is prompted by the loan review by the Development Bank of Namibia as possible financial bank in financing this project. extension will be need.

Any queries that has to do with cost estimation, plans and design, contact the Project Manager at 0816484950 and I have also tasked him to liaise with your office.

Yours truly,



Mrs Maria Elago

Sole Proprietary

14/11/2023

Good evening Ms. Elago

Attached hereto please find my calculations for the development - also divided into 3 phases.

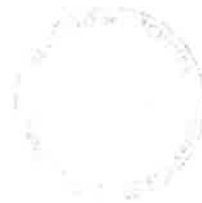
This development is unfortunately not viable/profitable mainly because of the portion taken by the Municipality. The total land amounts to 150,442 square meters of which 93,790 square meters (62.4%) being claimed by the Municipality while only 56,652 square meters (37.6%) being allocated to you, the Developer.

Note that the land servicing costs (civil) and the construction of the single residential portion being the 98 houses are 100% covered by the sales of the houses meaning that 0% profits are made (basically breakeven scenario here). See attached spreadsheet.

Secondly, we only make profits with the General residential developments and the selling of the business land to an amount of N\$9 million representing a 9% Gross Profit of total development cost, meaning that NO administrative expenses, taxation (32%) and other costs have been taken into account to get the real Net Profit.

Having said the above, this project is a BIG RISK and ZERO returns can easily being achieved unless you, the developer can convince the Municipality to allocate more land to the Development.

Trust the above make sense.



Maitatara Ext 13

Erf Number	Zoning	Area: sqm	Dev Cost: a N\$200/sqm	Land S/P: a N\$800/sqm	Constr Cost: a N\$1500/sqm	Total Selling Price	Agent Comm @ 3%
2745	Institutional	2396	467 200.00				
2749	Institutional	33767	11 163 400.00				
			11 620 600.00				
2723	Local Authority	1496	299 200.00				
2749	Local Authority	1103	232 600.00				
			531 800.00				
2817	Private Open Space	31263	6 252 600.00				
			6 252 600.00				
2743	Undeveloped	1769	353 800.00				
			353 800.00				
2747	General Business - a N\$1200	1742	348 400.00	2 090 400.00		2 090 400.00	
2748	General Business	1092	218 400.00	1 310 400.00		1 310 400.00	
			566 800.00	3 400 800.00		3 400 800.00	
2746	General Residential 1 - a N\$1000	1292	258 400.00	775 200.00	1 421 200.00	2 196 400.00	65 892.00
2806	General Residential 1	2138	431 800.00	1 294 800.00	2 373 800.00	3 668 600.00	110 058.00
2807	General Residential 1	1908	381 800.00	1 144 800.00	2 098 800.00	3 243 600.00	97 308.00
2808	General Residential 1	1878	363 600.00	1 050 800.00	1 999 800.00	3 050 600.00	92 718.00
2805	General Residential 2	1803	379 000.00	1 137 000.00	2 084 500.00	3 221 500.00	96 645.00
2810	General Residential 2	1736	347 200.00	1 247 600.00	4 109 600.00	6 351 200.00	190 536.00
			2 561 400.00	7 684 200.00	14 087 700.00	21 771 900.00	653 157.00

1	2707	Single Residential - N\$ 800	305	113,000.00	452,000.00	621,500.00	1,073,500.00	32,205.00
2	2708	Single Residential	400	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
3	2709	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
4	2710	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
5	2711	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
6	2712	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
7	2713	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
8	2714	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
9	2715	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
10	2716	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
11	2717	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
12	2718	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
13	2719	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
14	2720	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
15	2721	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
16	2722	Single Residential	190	90,000.00	360,000.00	495,000.00	855,000.00	25,650.00
17	2723	Single Residential	147	89,400.00	357,600.00	491,700.00	849,300.00	25,479.00
18	2724	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
19	2725	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
20	2726	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
21	2727	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
22	2728	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
23	2729	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
24	2730	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
25	2731	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
26	2732	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
27	2733	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
28	2734	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
29	2735	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
30	2736	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
31	2737	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00
32	2738	Single Residential	391	78,200.00	312,800.00	430,100.00	742,900.00	22,287.00

32	2739	Single Residential	101	75 200 00	312 800 00	430 100 00	742 900 00	22 287 00
33	2740	Single Residential	101	75 200 00	312 800 00	430 100 00	742 900 00	22 287 00
34	2741	Single Residential	101	75 200 00	312 800 00	430 100 00	742 900 00	22 287 00
35	2742	Single Residential	101	75 200 00	312 800 00	430 100 00	742 900 00	22 287 00
36	2743	Single Residential	101	75 200 00	312 800 00	430 100 00	742 900 00	22 287 00
37	2744	Single Residential	117	83 600 00	334 400 00	459 800 00	794 200 00	23 826 00
38	2745	Single Residential	100	98 000 00	392 000 00	539 000 00	931 000 00	27 930 00
39	2746	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
40	2747	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
41	2748	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
42	2749	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
43	2750	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
44	2751	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
45	2752	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
46	2753	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
47	2754	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
48	2755	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
49	2756	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
50	2757	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
51	2758	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
52	2759	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
53	2760	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
54	2761	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
55	2762	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
56	2763	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
57	2764	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
58	2765	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
59	2766	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
60	2767	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
61	2768	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00
62	2769	Single Residential	110	82 000 00	328 000 00	451 000 00	779 000 00	23 370 00

63	2776	Single Residential	96 400 00	385 600 00	530 200 00	915 800 00	27 474 00
64	2776	Single Residential	75 000 00	300 000 00	412 500 00	712 500 00	21 375 00
65	2777	Single Residential	75 000 00	300 000 00	412 500 00	712 500 00	21 375 00
66	2778	Single Residential	75 000 00	300 000 00	412 500 00	712 500 00	21 375 00
67	2779	Single Residential	72 400 00	289 600 00	368 200 00	687 800 00	20 634 00
68	2780	Single Residential	85 000 00	340 000 00	467 500 00	807 500 00	24 225 00
69	2781	Single Residential	72 600 00	290 400 00	389 300 00	689 700 00	20 651 00
70	2782	Single Residential	72 200 00	288 800 00	392 100 00	685 900 00	20 577 00
71	2783	Single Residential	72 000 00	288 000 00	396 000 00	684 000 00	20 520 00
72	2784	Single Residential	71 600 00	292 400 00	393 800 00	680 200 00	20 406 00
73	2785	Single Residential	71 400 00	285 600 00	392 700 00	678 300 00	20 349 00
74	2786	Single Residential	71 000 00	284 000 00	390 500 00	674 500 00	20 235 00
75	2787	Single Residential	80 600 00	322 400 00	443 200 00	765 700 00	22 971 00
76	2788	Single Residential	90 800 00	363 200 00	499 400 00	862 600 00	25 878 00
77	2789	Single Residential	71 400 00	285 600 00	392 700 00	678 300 00	20 349 00
78	2790	Single Residential	71 800 00	286 400 00	393 800 00	680 200 00	20 406 00
79	2791	Single Residential	72 000 00	288 000 00	396 000 00	684 000 00	20 520 00
80	2792	Single Residential	72 200 00	288 800 00	397 100 00	685 900 00	20 577 00
81	2793	Single Residential	72 600 00	290 400 00	399 300 00	689 700 00	20 691 00
82	2794	Single Residential	85 000 00	340 000 00	467 500 00	807 500 00	24 225 00
83	2795	Single Residential	86 600 00	346 400 00	531 300 00	917 700 00	27 531 00
84	2796	Single Residential	98 200 00	392 800 00	540 100 00	932 900 00	27 987 00
85	2797	Single Residential	97 400 00	389 600 00	535 700 00	925 300 00	27 759 00
86	2798	Single Residential	98 600 00	394 400 00	542 300 00	936 700 00	28 101 00
87	2799	Single Residential	82 800 00	330 400 00	454 300 00	784 700 00	23 541 00
88	2800	Single Residential	78 800 00	315 200 00	433 400 00	748 600 00	22 458 00
89	2801	Single Residential	78 800 00	315 200 00	433 400 00	748 600 00	22 458 00
90	2802	Single Residential	78 800 00	315 200 00	433 400 00	748 600 00	22 458 00
91	2803	Single Residential	78 600 00	312 000 00	429 000 00	741 000 00	22 230 00
92	2804	Single Residential	95 000 00	380 000 00	522 500 00	902 500 00	27 075 00
93	2810	Single Residential	92 600 00	370 400 00	509 300 00	879 700 00	26 381 00
94	2811	Single Residential	79 400 00	317 600 00	436 700 00	754 300 00	22 629 00

95	2612	Single Residential	411	92,800.00	371,200.00	510,400.00	881,600.00	26,448.00
96	2613	Single Residential	420	86,000.00	392,000.00	539,000.00	931,000.00	27,930.00
97	2614	Single Residential	429	97,800.00	391,200.00	537,900.00	929,100.00	27,873.00
98	2615	Single Residential	41011	97,400.00	399,600.00	535,700.00	925,300.00	27,759.00
150442				8,202,200.00	32,808,800.00	45,112,100.00	77,920,900.00	2,337,927.00
					30,088,400.00	43,893,800.00	103,093,600.00	2,990,784.00

103,093,600.00

Local Authority
Private Developer

62.34% 90,790 18,758,000.00
37.66% 56,652 11,330,400.00
1 150,442 30,088,400.00

Phase 1		Total	Qty	Unit
Land Servicing Cost		30,088,400.00	98	307,024.49
Building Construction Cost		45,112,100.00	98	460,327.55
Agent Fees @ 3%		2,337,627.00	98	23,853.34
Transfer fees		1,203,536.00	98	12,280.98
Total Cost		78,741,663.00	98	803,486.36
Total Selling Price		77,920,900.00	98	795,111.22
Gross Profit		-820,763.00	-1.04%	-8,375.13
Phase 2		Total	Qty	Unit
Land Servicing Cost		0.00	6	0.00
Building Construction Cost		14,087,700.00	6	2,347,950.00
Agent Fees @ 3%		653,157.00	6	108,859.50
Transfer fees		0.00	6	0.00
Total Cost		14,740,857.00	6	2,456,809.50
Total Selling Price		21,771,900.00	6	3,628,650.00

Gross Profit	7,031,043.00	47.70%	1,171,840.50
Phase 3	Total	Qty	Unit
Land Servicing Cost	0.00		
Building Construction Cost	0.00		
Agent Fees @ 3%	0.00		
Transfer fees	0.00		
Total Cost	0.00		
Total Selling Price	3,400,800.00	1	1,700,400.00
Gross Profit	3,400,800.00	#DIV/0!	1,700,400.00
Total Selling Income	103,093,600.00		
Less Total Cost	93,482,520.00		
Gross Profit	9,611,080.00	9.32%	

2,196,400.00

ANNEXURE "F"

From: Stephny Bruwer <sbruwer@swkmun.com.na>
Sent: Friday, September 22, 2023 11:25 AM
To: revivingtradingcc@gmail.com; tuutaleni.ej@gmail.com; dynamite@iway.na
Cc: Andre Plaatjie <aplaatjie@swkmun.com.na>
Subject: RE: Urgent - Addendum for Signing

Good Morning

Please be reminded that I have not yet received the signed addendum for the extension of time which lapses 29 September 2023.
 As previously explained, without the signed addendum there is no valid agreement between Council and you.

Kind regards



STEPHNY BRUWER
 Corporate Officer: Prope | Corporate Services & Human Cap
 rty | ital
 Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund
 Office: +264 64 410 4212 | Email: sbruwer@swkmun.com.na
 www.swkmun.com.na

Thank you for considering the environmental impact of printing emails

From: Stephny Bruwer <sbruwer@swkmun.com.na>
Sent: Wednesday, August 30, 2023 8:41 AM
To: revivingtradingcc@gmail.com; tuutaleni.ej@gmail.com; dynamite@iway.na
Cc: Andre Plaatjie <aplaatjie@swkmun.com.na>
Subject: FW: Urgent - Addendum for Signing

Good Morning Ms E John

This serves to confirm our telephone conversation of today.
 You stated that you are attending to the signing of the attached document and will return it to me soonest.
 Once signed on behalf of Council, I will provide a copy of the document for your records.

Thank you!



STEPHNY BRUWER
 Corporate Officer: Prope | Corporate Services & Human Cap
 rty | ital
 Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund
 Office: +264 64 410 4212 | Email: sbruwer@swkmun.com.na
 www.swkmun.com.na

Thank you for considering the environmental impact of printing emails

From: Stephny Bruwer <sbruwer@swkmun.com.na>
Sent: Friday, August 25, 2023 10:07 AM

To: revivingtradingcc@gmail.com; tuutaleni ej <tuutaleni.ej@gmail.com>
Subject: FW: Urgent - Addendum for Signing

Good Morning

Please be reminded to print, sign and return the attached document.
At this stage there is not valid agreement between Council and Reviving Property Solutions (Pty) Ltd.

Kind regards



STEPHNY BRUWER

Corporate Officer: Property | Corporate Services & Human Capacity
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund
Office: +264 64 410 4212 | Email: sbruwer@swkmun.com.na
www.swkmun.com.na

Thank you for considering the environmental impact of printing emails

From: Stephny Bruwer <sbruwer@swkmun.com.na>
Sent: Thursday, August 17, 2023 10:08 AM
To: revivingtradingcc@gmail.com; tuutaleni ej <tuutaleni.ej@gmail.com>
Subject: Urgent - Addendum for Signing

Good Morning

Attached the following documents for your urgent attention:

- covering letter for the signing of the addendum; and
- addendum for the reviving and reinstatement of the original agreement as well as for an extension of time to secure funding.

Please print the attached addendum, initial every page and sign in full as developer on page 4.
The duly signed document must be returned to Council no later than **25 August 2023** in order to finalize the signing on Council's behalf.

The hard copy can be collected from my office.

Kind regards



STEPHNY BRUWER

Corporate Officer: Property | Corporate Services & Human Capacity
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund
Office: +264 64 410 4212 | Email: sbruwer@swkmun.com.na
www.swkmun.com.na

Thank you for considering the environmental impact of printing emails



Enquiries: Mr. Herman N. Iipumbu Tel +264 812 303 666

26 September 2023

The General Manager: Corporate Services & Human Capital
Municipality of Swakopmund
53 Swakopmund

Dear Mr. M Haingura,

DUTY TO SECURE FUNDING: ADDENDUM TO DEVELOPMENT AGREEMENT.

We acknowledge receipt of the letter dated 17 August 2023. The said letter was requiring response before the 25th August 2023 but please bear with us, we only received it on the 30th August 2023 by electronic mail.

We are not in agreement with the less than 30 days extension period of the fulfilment date as determined in clause 3.1 of the joint venture agreement. We are proposing a period of at least twelve (12) months. It has been impractical to fulfil our commitments due to resistance and ignorance from the municipality.

After numerous attempts, The municipality Engineering Department only released the design Data CD(soft copy) on the 24th February 2022, less than two(2) month before the initial fulfilment due date on the 5th April 2022. The design engineers required at least three (3) months, and by the time they would finish, the due date of 5th April has already lapsed.

On the 5th April 2022, ErongoRed received the electrical deigned drawings, and they were approved on the 8th June 2022. Despite the municipality receiving the designs on the same day, the municipality engineering department only approved drawings on the 27 September 2022 and only after we got frustrated and wrote an email directly to the CEO, Mr. Benjamin on the same day. It is on this background that the date set in the agreement was unrealistic as fulfillments depended on approved designs. It took the municipality six (6) months to approve the design drawings.

On the 15th March 2022, Development bank of Namibia received the funding application, applied on preliminary designs. Conditional approval from DBN on the 24 November 2022, is attached. The bank had conditional approval and required the municipality to assure the bank that the agreement was still valid as the agreement dates were due. The municipality has failed to respond in this regard and only on the 30th August 2023, we received a less than 30 days extension period. We need to submit a valid agreement and resubmit it with the agreed dates.

We would like to remind the municipality that without your involvement to execute this joint venture, we will not be able to fulfil our commitments. We humbly request the municipality to extent the fulfilment dates realistically. We look forward your prompt response.

Yours Sincerely


Emilia John
Managing Director





Development
Bank of Namibia

Expect more.

www.dbn.com.na

File ref no: 00011018-100
Enquiries: AShikesho 061 290 8000

15 March 2022

Miss. Emilia John
Reviving Property Solutions (Pty) Ltd
Po Box 2680
Windhoek
Khomas
Namibia

Dear Miss. John,

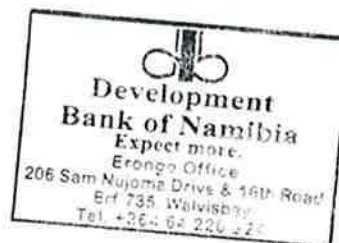
Application received

I refer to your application recently received. We appreciate your interest in the Development Bank of Namibia's financing products.

The outcome of your loan application will be acknowledged to you in writing. Kindly note that this letter does not constitute a commitment from the DBN to advance funds, nor does it contain any representation or warranty of any kind on the part of the DBN.

Yours sincerely,

Alina Shikesho
Client Service Consultant





Development Bank of Namibia
P.O. Box 2680
Windhoek

2 Deindl Munatupa Street, Windhoek • P.O. Box 218, Windhoek, Namibia • Tel: +264 61 557461 • Fax: +264 61 557461 • Email: info@dbn.com.na
E-mail: info@dbn.com.na • www.dbn.com.na

Enquiries: Africa@dbn.com.na
Contact: 064 220 924

24 November 2022

Ms Emily John
Revising Property Solutions (Pty) Ltd
P.O. Box 2680
Windhoek
Namibia
By email: revisingproperty@gmail.com

Dear Ms. John,

Intent to Fund Matutura Extension 5, Swakopmund Development

Thank you for engaging the Development Bank of Namibia ("DBN") on your intended construction of services to Matutura Extension 5, Swakopmund, in Namibia.

The DBN provides funding for projects that are of a developmental nature, and in this regard, the Bank herewith readily considers supporting this Project. The funding support is, however, contingent on the provision of the below to the satisfaction of DBN:

- 1) An extension of the Development Contract with the Municipality of Swakopmund;
- 2) All applicable compliance requirements by the relevant authorities that include but not limited to the Construction Permit and the Municipal Approvals to be concluded;
- 3) All applicable agreements that include, but not limited to Sales Agreements and Service Providers' Agreements which are to be finalised; and
- 4) The signed Equity Partnership Agreement.

The terms for such funding will typically be structured as follows:

Debt/Equity:	Equity contribution of 40% and debt of 60% based on total project cost. Equity is to be secured and firm proof should be provided and it should be noted that such should flow first to the project, where-after DBN's funding will be disbursed.
Indicative Tenure:	The Indicative Term Loan will be for a period of up to 3 years, including a grace period of up to 24 months on interest and capital; (The final tenure and grace period is subject to final due diligence by the Bank.)

Development Bank of Namibia Limited Registration No. 2015/1899

Board of Directors: Saibon Zito, Chairperson, Evergreen Nalungu, Deputy Chairperson, Mueli Hila, Zia, J. J. O.



Development Bank of Namibia
Namibia's Development Bank

Pricing:	A rate will be charged, benchmarked against Namibia's Prime Lending Rate, and adjusted for the risk profile of the Project. (Typically this could be in the range of Prime plus 3% to 4%, which will be finalised during the due diligence by the Bank.)
Other Security Conditions	Given that these are business plots to be developed and sold, the Bank will require pre-approval for all 16 plots immediately of which 70% (11 plots) should have final bank approvals or bank guarantees in place. In the absence of the above: Firm, tangible collateral will be considered that might include but not be limited to additional properties or cash investments. (The appropriate collateral package is subject to final due diligence by the Bank.)

For further information you welcome to contact Simon U. Kahona at e-mail s.kahona@dbn.com.na or call him on 064-220 924.

Kindly note that this letter does not constitute a commitment by the DBN to advance funds, but is an intent by the bank to consider financing should all conditions as indicated above have been met to the full satisfaction of the DBN.

Yours sincerely,

Heroldine Carstens
Acting Head: Investments

11.1.29 **APPLICATION FOR THE DONATION OF LAND: CNNC RÖSSING URANIUM ON BEHALF OF THE GOVERNMENT OF NAMIBIA - POLICE STATION IN DRC**
(C/M 2023/11/30 - E 8443, E 8570)

Ordinary Management Committee Meeting of 09 November 2023, Addendum 10.9 page 107 refers.

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

The attached application dated **18 September 2023 (Annexure "A")** was received from CNNC Rössing Uranium Limited (hereinafter "CNNC") applying for the donation of Erf 8443, Extension 31 for the establishment of a police station. CNNC intends to construct and donate a Police Station to the Government to serve the surrounding communities.

CNNC was requested on **03 October 2023** to confirm whether the Ministry of Safety & Security accepts the donation of a building and on **Erf 8443, Extension 31**; or as previously indicated on **Erf 8570, Extension 31** zoned "Institution" (both erven are reflected on the map below). CNNC replied as per e-mail dated **10 October 2023** and confirmed the erf as Erf 8443, Swakopmund

Attachments

Annexure "A"	<i>:Application dated 18 September 2023 from CNNC</i>
Annexure "B"	<i>:Memo dated 05 October 2022 from Engineering & Planning confirming the cost for installation of services to a portion of Extension 31 as N\$125.00/m² (in this memo Engineering & Planning Services pointed out of the intention of having a Police Station on Erf 8570, Extension 31)</i>
Annexure "C"	<i>:A zoning map indicating the location of Erf 8443, Swakopmund ("local authority") and Erf 8570, Swakopmund ("institution")</i>
Annexure "D"	<i>:E-mail reply dated 10 October 2023 from CNNC attached thereto the acceptance letter dated 06 October 2023 from the Namibian Police Force accepting the proposed donation offer from CNNC</i>

2. Erf 8443, Swakopmund

Erf 8443 (2 482m²) is located in Extension 31, Swakopmund and zoned "Local Authority". Currently, Council's pay-point is located on the erf as indicated below.

As confirmed by the Engineering & Planning Services Department per memo dated **05 October 2022** this specific portion of Extension 31 was serviced with Council's funds in the amount of N\$125.00/m² (**Annexure "B"**, second paragraph).



3. Provisions of Council's Property Policy

Council's Property Policy makes provision for the donation of land to the Government:

7.3 DONATION

7.3.2 Donation to Government and Non-profit Organisations

The donation of land is considered on merit by Council.

Upon acceptance a Deed of Donation is entered into and the property is transferred."

4. Proposal

Notwithstanding the confirmation by CNNC to be allocated **Erf 8443**, Swakopmund, Engineering & Planning Services Department (EPSD) proposed that CNNC be accommodated on **Erf 8570**, Swakopmund instead. The GM: EPSD further emphasized that Erf 8443 Swakopmund (zoned "Local Authority") must remain reserved for Council's future use.

It is proposed that Council decides whether to donate a portion of Erf 8443, Swakopmund zoned "Local Authority" or Erf 8570, Swakopmund, zoned "Institutional" to the Ministry of Safety & Security for the construction and donation of a Police Station by CNNC.

That should Council support the application, a portion of land (measuring 1 000m²) of Erf 8443 or Erf 8570, Swakopmund be donated to the Ministry Home Affairs, Immigration, Safety & Security. CNNC indicated in their letter dated, **18 September 2023**, the size of the total area of the building as 432.8 m² at a cost of N\$9 million. Therefore the entire erf is not required for this donation.

It is proposed that all costs for the donation be for CNNC, such as the subdivision, compilation of diagrams, the publication of Council's intention to donate as required in terms of the Local Authorities Act, Act 23 of 1992, as amended and transfer of ownership.

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

RECOMMENDED:

- (a) That Council takes note of the application received from CNNC Rössing Uranium requesting the donation of Erf 8443, Extension 31, Swakopmund zoned "Local Authority" for the construction of a Police Station which will be donated to the Ministry of Home Affairs, Immigration, Safety & Security.
- (b) That Council takes note that although it was discussed in the past to allocate a portion of land located on Erf 8570, Swakopmund zoned "institutional" (Annexure "B")(on file); CNNC Rössing Uranium confirmed in writing that they apply to have the Police Station located on Erf 8443, Extension 31, Swakopmund.
- (c) That Council decides whether to donate a portion of land measuring approximately 1 000m² of
 - (i) *Erf 8443 Swakopmund zoned "local authority"*

OR ALTERNATIVELY

(ii) Erf 8570 Swakopmund, zoned institutional

to the Ministry of Safety & Security for the construction and donation a Police Station by CNNC.

(d) That Council further takes note that:

- (i) the Property Policy provides for the donation of land to Government and non-profit organisations based on merit;**
- (ii) the surface area of Erf 8443, Extension 31, Swakopmund is 2 482m² and that the surface area of Erf 8570, Extension 31 is 1,0652ha;**
- (iii) Council's pay-point is located on Erf 8443, Extension 31, Swakopmund;**
- (iv) the surface area of the proposed Police Station is 423.8m²;**
- (v) CNNC Rössing Uranium estimates the development at N\$9 million;**
- (vi) the Ministry of Home Affairs, Immigration, Safety & Security confirmed acceptance of the proposed donation subject to the treasury approval (letters dated 05 and 06 October 2023); and**
- (v) based on the cost of installation of services the value of the donation of the land by Council will be in the amount of 1 000m² x N\$125.00/m² = N\$125 000.00.**

(e) That depending on point (c) above, Engineering & Planning Services determines the most viable subdivision lay-out of Erf 8443 or Erf 8570, Extension 31 in order to create a separate erf for the donation.

(f) That CNNC Rössing Uranium pays a deposit of N\$10 000.00 within 90 days of Council's decision approving the donation, in order to proceed with the publication of Council's intention to donate the portion of land as required in terms of the Local Authorities Act, Act 23 of 1992, as amended.

(g) That CNNC Rössing Uranium be responsible for all costs of the proposed donation and appoints a town planner and surveyor to attend to the subdivision of Erf 8443 or Erf 8570, Extension 31, Swakopmund.



Rössing Uranium Limited
First Floor
The Dome
5371 Welwitschia Street
Swakopmund
T +264 (0)84 520 3042
F +264 (0)84 520 3432

Private and confidential

Archie Benjamin
Chief Executive Officer
Swakopmund Municipality
P O Box 53
Swakopmund
NAMIBIA

18 September 2023

Dear Mr Benjamin

Request to donate ERF 8443 Extension 31 for Construction of Police Station in DRC

As you may be aware, crime is on the increase in the country, which necessitates the need for the public to have access to police services. The population increase and urbanization results in more people that now resides in Swakopmund. Currently, Swakopmund has only two Police Stations, namely Mondesa and the Swakopmund Town Police Stations. Rössing Uranium is committed to enhancing the safety and well-being of the community in which we operate in. The DRC informal settlement is growing, without any access to a nearby police station, and as a result Rössing Uranium intends to donate a police station that will be constructed in the vicinity of DRC.

In order for the company to proceed with the donation of a police station, there is need to have a suitable plot where the Police Station will be constructed. I therefore, humbly request that the municipality avail a plot that meets the municipal requirements. ERF 8443, Extension 31 is recommended as it is already serviced, and it is central and accessible from all surrounding areas. I believe that this donation of the police station aligns with the strategic goals of the municipality in ensuring a safe and secure town.

The proposed police station has the following details

- Total area 423.8 m²
- Estimated cost: N\$9.0m

Once the allocation of the plot has been completed, we will proceed with tender adjudications and compile a project plan that will be shared with the municipality. Municipal approvals for the building plans will be adhered to prior to any construction works as per the normal practices. At the same time, processes to have the donation and designs approved by the Police hierarchy are underway.

Yours sincerely,

Martin Tjipita

Managing Director (Acting)

Directors: S S Galloway (Chairman), D L Deckerbrock (Vice-Chairman), J S Contzee (Managing Director),
J Chang*, S Gao*, Y Li*, H P Louw**, O S Nethe, G W Simutali (alternate C W H Nghamwa), Y Zhang*

Company Secretary: J M Buys

* Chinese ** South African

Registered in Namibia No. 70/1591. Registered Office: 360 Sam Nujoma Drive, Klein Windhoek, Windhoek, Namibia



MEMORANDUM

OFFICE OF ENGINEERING AND PLANNING SERVICES DEPARTMENT

To: General Manager: Corporate Services and Human Capital
(Acting)

From: General Manager: Engineering and Planning Services

Date: 5 October 2022

Reference: Erf 3664, Swakopmund

Subject: INVITATION FOR DEVELOPMENT PROPOSAL – E 2502
AND E 8570

Your memorandum dated 29 September 2022 but only received 04 October 2022 bears reference.

The development cost of N\$125/m² which was confirmed through a Council decision on the 25 February 2021 under item 11.1.8 is a correct reflection of the expenditure incurred when the infrastructure was planned, designed and installed for Ext. 6 – 12 Matutura, Ext. 27 – 29 Swk, Ext. 37 Swk, a portion of Ext. 30, and a portion of Ext. 31

The above extensions and portions were developed using Central Government Funds under the Mass Housing Initiative, whereas the portion of Ext. 31 and Ext. 30 (layout attached) is being developed using Council's funds. By comparing the development cost vs the size of the land serviced, then the land serviced under the Central Government funds is larger which yields a smaller development cost per m² compared to the size of land for extension 31 and extension 30 which is being serviced with Council's funds, hence the development cost of N\$ 150/m².

Both erf 2502 (Extension 12, Matutura) and erf 8570 (Extension 31, Swakopmund) are not occupied by informal dwellings.

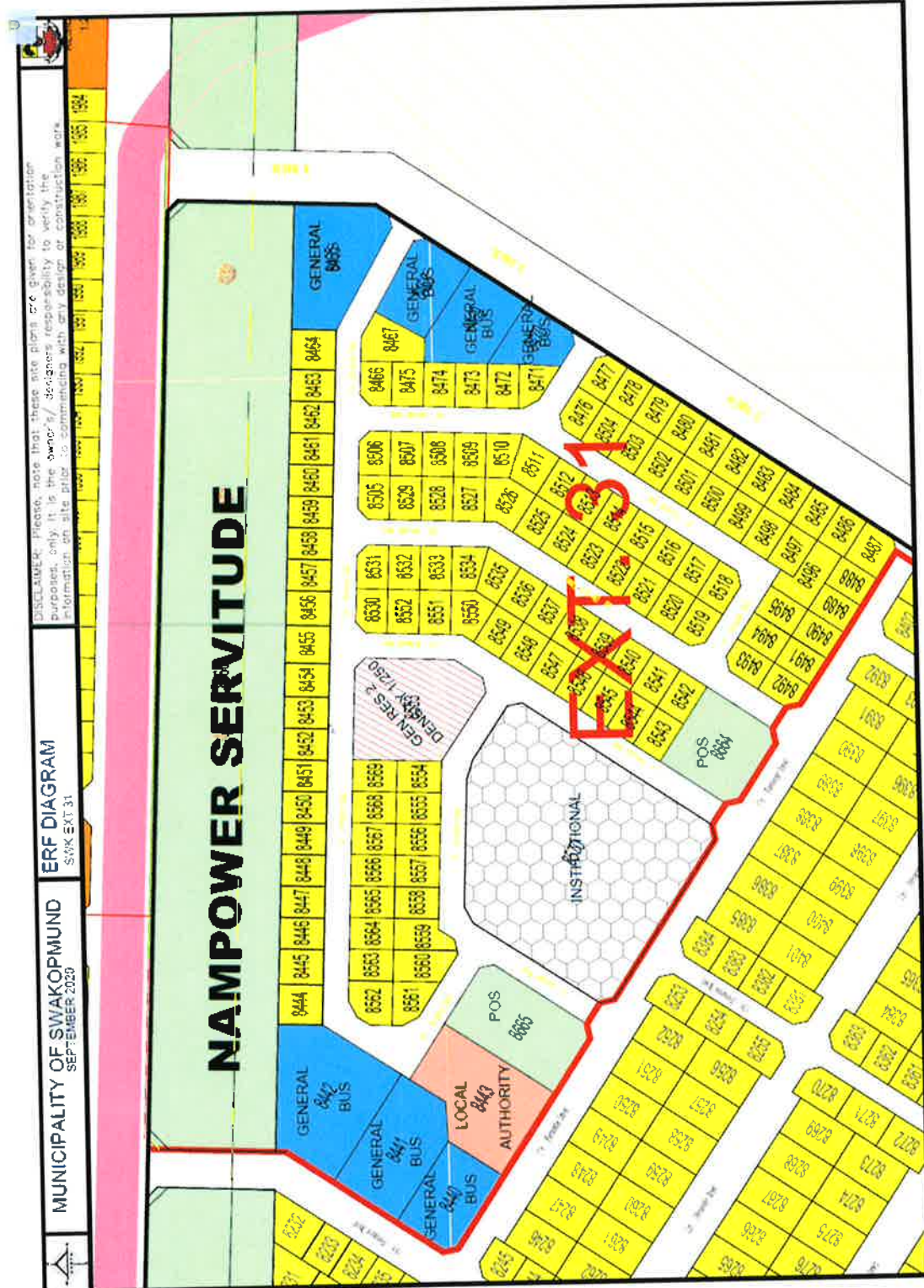
Please keep in mind that there was a request or interest by the Mondesa Station Commander to acquire erf 8570 in Extension 31, Swakopmund, which is a good location for a police station that will serve the community in "DRC", "Wagdaar", "Matutura" etc. Such interest was lodged at the office of the Mayor.

Regards

G. McClune

GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES
ccm/ccm

→ (e(i))



SWAKOPMUND EXTENSION 31



Swakopmund Municipality
Department: Engineering and Planning Services
Infrastructure Development
Image Date: 2022



ANNEXURE "D"

From: Ekandjo, Daylight (RUL) <Daylight.Ekandjo@Rossing.com.na>
Sent: Tuesday, October 10, 2023 3:22 PM
To: Stephny Bruwer <sbruwer@swkmun.com.na>; Ndiili Gustaf <ngustaf@swkmun.com.na>
Cc: Margaret Sheehama <msheehama@swkmun.com.na>; Shailemo, Dennis (RUL) <Dennis.Shailemo@Rossing.com.na>; Ilovu, Kaino (RUL) <Kaino.Ilovu@Rossing.com.na>
Subject: Rössing Uranium - Reply to Application for Donation

Dear Stephany and Ndiili

Please find attached the acceptance letter from the Ministry of Safety and Security accepting Rössing's offer of the donation to construct a Police Station on ERF 8443, Ext 31 in DRC, Swakopmund.

We trust the attached letter will suffice to proceed with the submission to Council for consideration .

We take note of the dates shared for the Council meeting and it is our wish to receive positive feedback after the November meeting as we would like to have the ground-breaking ceremony before the year ends.

Best regards

Daylight Ekandjo
Manager: Corporate Communication



Ap (Comm. Nelumbo) - H. K. O. C.



REPUBLIC OF NAMIBIA

6/10/23



Namibian Police Force

MINISTRY OF HOME AFFAIRS, IMMIGRATION, SAFETY AND SECURITY

Tel. No. (06) 640 209 3111
Fax: No. (06) 640 229 621

Enquiries: Comm. Nelumbo

Our Ref.:
Your Ref.: 4/4/6

OFFICE OF THE INSPECTOR GENERAL
Namibian Police Force
Private Bag 12024
Ausspannplatz
WINDHUK
Namibia

05 October 2023

The Regional Commander
Namibian Police Force
Erongo Region
Private Bag 5005
Walvisbay



OFFER TO CONSTRUCT A POLICE STATION IN THE DRC SETTLEMENT AREA,
SWAKOPMUND: NAMIBIAN POLICE FORCE: ERONGO REGION

- 1 Reference is made to your letter (Ref 3/2/4/3) dated 25/09/2023 in respect of the above-mentioned subject matter
- 2 This correspondence serves to acknowledge and appreciate Rossing Uranium Limited's offer to sponsor the construction of a Police Station in the DRC Settlement Area as well as the donation of a vehicle to this Police Station. The establishment of this Police Station will not only bring the services closer to the community but also improve the working condition of the police members to operate from.
- 3 However, the proposed design layout is hereby provisionally approved subjected to changes before technical documentation commence
- 4 Thus, the management of the Namibian Police Force has no objection to accept the donation, however, my office will approach Treasury to approve the donation and your office will be informed accordingly once my office received the approval. In the meantime, all arrangements to set up a police station should proceed.

Yours sincerely

Joseph S. Shikongo

LT - GEN

JOSEPH S. SHIKONGO

INSPECTOR GENERAL: NAMIBIAN POLICE FORCE



REPUBLIC OF NAMIBIA



Namibian Police Force

MINISTRY OF HOME AFFAIRS, IMMIGRATION, SAFETY AND SECURITY

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 Our Ref 4/4/6

OFFICE OF THE REGIONAL COMMANDER
 Namibian Police Force
 Erongo Region
 Private Bag 5005
 WALVIS BAY

06th October 2023

The Manager: Ms Daylight Ekandjo
 Corporate Communication
 Rossing Uranium Limited
 Swakopmund
ERONGO REGION

**RE: OFFER TO CONSTRUCT A POLICE STATION IN THE DRC
 SETTLEMENT AREA, SWAKOPMUND: NAMIBIAN POLICE FORCE:
 ERONGO REGION**

1. The above matter refers.
2. Kindly find the response from office of the Inspector-General of the Namibian Police Force, as per the attached letter 4/4/6 (Comm Nelumbu) dated 5th October 2023, which confirms that the offer is accepted with appreciation.
3. For your attention and further handling

Best Regards,

N.K. Kupebona 6/10/2023 : COMMISSIONER,
 (N.K. KUPEMBONA)
 REGIONAL COMMANDER : ERONGO REGION



11.1.30 **FEEDBACK ON THE PUBLIC SCOPING EXERCISE - MOBILE FOOD KIOSKS IN SWAKOPMUND**

(C/M 2023/11/30 - 14/1/3/1)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 10.10 page 117 refers.

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

1. Introduction

This submission serves as feedback to the scoping exercise which was organised by Economic Development Service Department to discuss the latest Council decisions taken as well as issues raised pertaining to the rearrangement and creation of new mobile food kiosks sites in Swakopmund.

2. Background

On 27 October 2022, while discussing the above subject matter, Council under item 11.1.8 resolved as follows:

- (a) That all applications to lease the mobile kiosk sites are not renewed.
- (b) That mobile kiosks be categorized into two groups i.e., those cooking on-site (mobile restaurant) and those serving ready-to-eat food.
- (c) That the mobile kiosks cooking on-site be required to have extractor fan and fat traps in their trucks.
- (d) That owners of mobile kiosks ensure that their vehicles are properly licensed and permitted to operate in terms of all applicable laws before any lease agreement (new or renewal) is signed.
- (e) That like any other food preparation building, food trucks be inspected by the health department to review and verify that the food is being prepared, maintained, and created in a safe manner.
- (f) That the fire brigade section be required to do routine inspections to all mobile kiosks, especially those using cooking equipment on board to ensure that they comply with fire regulations.
- (g) That a checklist for registering mobile kiosks be developed to ensure that applicants adhere to all legal instruments before a lease agreement is signed.
- (h) That mobile kiosk sites be allowed at the following sites: north of aquarium, tennis court, parking area opposite the Statehouse, Saturday Market (Daniel Kamho Ave) erf 118 opposite Swakopmund Prison.
- (i) That the Engineering and Planning Services department identifies new mobile kiosk sites in all suburbs and Industrial Area and that sufficient electrical points and fixed ablution facilities be developed at these areas.
- (j) That the mole and old skateboard area only be used for special events and the current kiosks in these areas be moved to the newly created area.

- (k) That a notice be placed on various notice boards, and on social media informing the public that Council has reviewed the mobile kiosk area effective from February 2023.
- (l) That the Municipality of Swakopmund develop a policy that guides mobile kiosk businesses in Swakopmund.

Subsequent to the above resolution, a mobile kiosk policy was compiled and submitted to Council on **23 February 2023** under item 11.1.5 where it was resolved as follows:

- (a) That Council condones the Mobile Food Kiosks Policy (on file) for Swakopmund and that the proposed policy be reviewed by Council's Legal Advisor.
- (b) That the existing mobile kiosks that need to relocate in respect of Council's decision be given the first preference to reapply and select their preferred sites in the newly demarcated area.
- (c) That Council approves a new mobile kiosks site at Erf 626, Tamariskia, Erf 2349, Matutura.
- (d) That the mobile kiosk sites at the DRC Settlement be delayed until the complete decongestion process has been finalized.
- (e) That Council takes note that no suitable trading areas have been identified at the following suburbs / areas:
 - Industrial Area
 - Ocean view
 - Mile 4
 - DRC & Mondesa
- (f) That the policy be implemented in phases to be announced.
- (g) That Council provides public consultation.
- (h) That the reasons for relocation of the mobile food kiosks be stated in a press release.
- (i) That a time frame be put in place for the current mobile food truck for relocation.

3. Discussion

During the initial stages of the above resolution, the Council encountered resistance from some members of the community and Mobile Food Kiosk operators. In response to these challenges, the Council extended an invitation to all interested and affected stakeholders and Mobile Food Kiosk operators to participate in a consultative and information-sharing meeting.

The said meetings were scheduled as follows: For mobile food kiosks operators, the meeting took place on 25 October 2023, and a total of 10 people attended the meeting. The meeting with Interested Stakeholders took place on 26 October 2023 and was attended by approximately 11 people as well as the media (**Annexure "A"**) and the Municipal officials.

The CEO and various department representatives gave a brief overview on issues related to Mobile food Kiosk operation such

as: Town Planning Scheme, Old and New mobile kiosk sites, Health requirements to register a mobile kiosk (**Annexure "B"**).

3.1. The points raised by different stakeholders are summarized as follows:

3.1.1. Mobile Kiosk Operators:

- *Mobile kiosks are a fast-increasing industry that provides both tourists and locals with distinctive local cuisine experiences.*
- *Mobile kiosks are a link between rich and poor, providing everyone with the opportunity to enjoy tasty and easy meals while at the beach or strolling along the beach. Mobile kiosk has made the beachgoer's excursion less stressful.*
- *We have it on good record that you received a complaint about a certain food truck from a neighbor, that drove your decision. It seems that municipality is advancing the agenda of one resident that has a personal vendetta against one food truck owner.*
- *"Why are you relocating the mobile kiosks from the old swimming pool parking area and old skating board area but not those at the aquarium? What's are the difference? We have all been operating from these municipally designated zones for the past 8 – 10 years?"*
- *Cramming Mobile kiosks in one spot (i.e. Tennis court parking area) will cause some of the businesses to close down as there will be multiple food trucks selling the same food items in the same location. This scenario will lead to retrenchment and unemployment which is not good for Swakopmund local economy.*

3.1.2. Interested stakeholders:

- *Request Council to forthwith implement its resolution regarding the creation new sites and relocating the mobile food kiosks at the Old Skating ramp/ Strand Street & North of Old Swimming Pool parking area. The Municipality was further requested to carry out inspection on all food trucks to ensure that they abide by the rules and regulations.*
- *There is evidence that the mobile kiosks are being moved because they are constituted as a "nuisance" in certain areas. Unfortunately, the municipality want to shift this "annoyance" to other area, which is not fair.*

3.1.3. Municipality

- *The municipality informs the meeting that the council has resolved to establish these new mobile kiosk sites in order to better manage mobile business activities, improve the town's image, and fulfill the needs and aspirations of its citizens.*

- *The audience was also informed that the Council is expected to follow the town planning scheme, which deals with coordinating the development of the local authority area in such a way that it promotes the health, safety, order, amenity, convenience, and general welfare of its citizens.*
- *As a result, Council is required to consider all the interests of its citizens. In the end, the Council is required to seek for consent to use all sites in accordance with the Town Planning Scheme (Clause 6 - Consent) and any aggrieved party can object in accordance with the scheme.*

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

RECOMMENDED:

That Council apply for consent use in terms of the Town Planning Scheme (Clause 6 - Consent Use) for all mobile kiosk sites as per Council resolutions of 27 October 2022, under item 11.1.8 and 23 February 2023, under item 11.1.5.



ATTENDANCE REGISTER - PUBLIC SCOPING EXERCISE MOBILE FOOD KIOSKS

25 OCTOBER 2023 IN THE COUNCIL CHAMBER

11H00

NAME & SURNAME	COMPANY NAME	CONTACT NUMBER	EMAIL ADDRESS	SIGNATURE
M. M. M. M. M.	Don P's Food Food	0913379954	manamuruvu@egpa.com	M. M. M.
A. G. G. G. G.	Beach Picnic	0817176730	info@at-thesea.com	A. G. G.
C. G. G. G. G.	Bubble Water	081714389	collimimithib@gmil.com	C. G. G.
S. G. G. G. G.	Cantol	0812578268	jaswanth@amav	S. G. G.
L. P. P. P. P.	Happie Den	0817335126	voettec@egmail	L. P. P.
P. N. P. P. P.	P. N. P. P. P.	0812335777	Pauline@egmail.com	P. N. P.
T. V. V. V. V.	Lika	081129790	info@LikaConsulting	T. V. V.
M. A. A. A. A.	Fede a Nice	0813894600	lorknice@egmail.com	M. A. A.
D. S. S. S. S.	Wardflow	0812795853	clerick@wardflow.com	D. S. S.
J. K. A. E. L. A.	SUKS N CHICKEN	081167563	jacobk@egmail.com	J. K. A.
A. A. A. A. A.				A. A. A.





ATTENDANCE REGISTER – PUBLIC SCOPING EXERCISE MOBILE FOOD KIOSKS

26 OCTOBER 2023 IN THE COUNCIL CHAMBER

11H00

NAME & SURNAME	COMPANY NAME	CONTACT NUMBER	EMAIL ADDRESS	SIGNATURE
L. V.D. Wagt	LIRA	0811297791	info@liraconsulting.com	
Maria Murolo	Comps First Food	0813377134	maria@compsfirstfood.com	
Peter Vannem	P4 Food	0811634551	peter@p4food.com	
Ursula Klein	Private	0813550900	ursula@p4food.com	
Della Klein	Private	081196102	sally@p4food.com	
Theresa Klein	Private		theresa@p4food.com	
PN Elaser	P.N. Elaser	0812335777	pauline@p4food.com	
Rosalia Negru	Sook Mun	0811421505	rosalia@sookmun.com	
Salome Koffer	Sook Mun	0816483005	staff@sookmun.com	
MPSI HANGULA	"	0812800635	mhangula@sookmun.com	

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PUBLIC SCOPING EXERCISE FOR THE MOBILE FOOD KIOSKS IN SWAKOPMUND

Wednesday, 25 October 2023 **Venue – Council Chambers**

Director of ceremonies: Ms Delinda Hanes

11:00	Opening Prayer	Ms Immaculata Ortner
11:10	Introduction and Purpose of the Meeting	Mr Alfeus Benjamin, CEO
11:20	Town Planning Scheme & Requirements	Mr Clarence McClune, GM: ES & TP
11:30	General Health Regulations Requirement	Ms Lydia Mutenda, GM: HS
11:40	Mobile Food Kiosks demarcated sites	Mr Vilho Kaulinge, GM: EDS
11:50	Q & A	Mr Alfeus Benjamin, CEO
12:50	Way Forward	Mr Alfeus Benjamin, CEO

Thank you for your attendance!

PUBLIC SCOPING EXERCISE FOR THE MOBILE FOOD KIOSKS IN SWAKOPMUND

Thursday, 26 October 2023 **Venue – Council Chambers**

Director of ceremonies: Ms Delinda Hanes

11:00	Opening Prayer	Ms Immaculata Ortner
11:10	Introduction and Purpose of the Meeting	Mr Alfeus Benjamin, CEO
11:20	Town Planning Scheme & Requirements	Mr Clarence McClune, GM: ES & TP
11:30	General Health Regulations Requirement	Ms Lydia Mutenda, GM: HS
11:40	Mobile Food Kiosks demarcated sites	Mr Vilho Kaulinge, GM: EDS
11:50	Q & A	Mr Alfeus Benjamin, CEO
12:50	Way Forward	Mr Alfeus Benjamin, CEO

Thank you for your attendance!

11.1.31 **MEMORANDUM OF UNDERSTANDING(MOU): DEVELOPMENT WORKSHOP NAMIBIA TRUST (DWN)**
(C/M 2023/11/30 - 14/2/1/2)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum **10.11** page **124** refers.

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

1. INTRODUCTION

The purpose of this submission is to present the proposed Memorandum of Understanding (MOU) between Council and the Development Workshop Namibia Trust (hereinafter DWN) and for installation of services in Ext 43 (portion 182) and Ext 44 (portion 183) and fast track the construction of houses for the ultra-low-income earners in Swakopmund. Attached map (**Annexure "A"**) and MOU (**Annexure "B"**) for consideration.

2. BACKGROUND

The proposal by DWN was discussed at the Council meeting of **30 August 2021** whereafter the following was resolved under item 11.1.18:

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

The above resolution was communicated to DWN on **10 September 2021**.

Ext 43 (Prt 182) and Ext 44 (Prt 183) are earmarked for the 3 Housing Groups as approved by Council on **29 July 2021**, under item 11.1.8 as follows:

- (a) *That it is proposed for Portion 182 and 183 to be considered for allocation to the groups:*
 - *Harambe Housing Group (Annexure "B")*
 - *Movement Housing Group (Annexure "C")*
 - *Build Together Housing Group (Annexure "D")*

Based on the Flexible Land Tenure Act. No 4 of 2012.

- (b) *That the groups submit a constitution establishing a minimum level of oversight over their operations.*
- (c) *That the groups join the Namibia Housing Action Group (NHAG) for application under the People Housing Processes (Community Self-Help Housing) sub-programme which targets communities participating in housing savings schemes.*

- (d) *That should the application by the three groups be approved, the conditions of sale be submitted for approval.*
- (e) *That it be noted that a total of 59 of the 739 names listed do not have ID Numbers for verification purposes and that they be given reasonable time to submit ID Numbers, otherwise they cannot be part of this group.*
- (f) *That it be noted that some members do not appear on the master list.*
- (g) *That should the application of the groups be approved; Council enters into a Memorandum of Understanding with all parties.*

The groups were informed of the above resolution on **03 August 2021**. Council in principle approved the allocation of 150 erven to each housing group in accordance with the lists provided by them. The resolution was passed on **31 August 2023**, item 11.1.31 and ministerial approval is also awaited.

With reference to point (a) above, the Flexible Land Tenure Act provides for two forms of land title, i.e., a **starter title right** where a person erects a dwelling of a specified size, must occupy the dwelling, and may pass it on to his heirs or lease it to another person. The **holder of land hold title rights** has all the rights in the plot concerned that an owner has in respect of his or her erf under the common law and may perform all the juristic acts in respect of the plot concerned that an owner may perform in respect of his or her erf under the common law and has an undivided share in the common property. The member should be a member of the association of the scheme concerned.

The land hold title register contains provisions regulating the transfer rights of another holder, the creation or cancellation of a mortgage or any other form of security for a debt executable on the plot concerned, creating, or cancelling a right of way in favour of the owner of the land or creating or cancelling servitudes regarding water, electricity, or similar services.

3. **MEETING HELD ON 30 SEPTEMBER 2021**

Following a meeting on **30 September 2021** between DWN and the municipal officials, and a site visit, DWN confirmed via email (**Annexure "C"**) on **08 October** that they accept Council approval for the installation of services at Ext 43 (Prt 182) and (Prt 183) (Greenfield), Swakopmund.

However, Ext 40,41and 42 must be serviced first.

The MOU (**Annexure "B"**) does not clearly define the approval and standard of work for the design of services.

A virtual meeting took place on **23 February 2022**.

3.1 **Status and update of Town Planning**

3.1.1 **Engineering and Planning Services Department to provide update from the Town Planning side**

Services must be installed at Ext 43 and 44 via Ext 41 and 42 Area "**Wagdaar**". The 3 housing groups were informed in meetings held of Council's plan.

3.2 **Estimate Costing of Portions of Land by ES**

(Total erven are 575)

- Water - N\$ 2.5mil
- Sewage - N\$ 4.2 mil
- Routemen try Roads- N\$ 1.5 (not defined)
- Streetlights - not fully service
- Portions: N\$ 182 -12.2 mil
N\$ 183-11.9 mil

The total cost amounts to approximately N\$ 24 million (this amount is divided by the number of erven), i.e., N\$ 41 000.00 per person. The beneficiaries are expected to pay around N\$1 000.00 over ±14 months (N\$14 000.00), as a contribution and Council to pay the balance.

The completed services to be submitted for establishment of Township of portion 182,183 and 184. The proclamation cost roughly N\$ 8 000.000, which will be dealt with by Engineers, Quantity Surveyors and Town Planners.

3.3 Progressive Development Plan

- The proposal from DWN is: partial installation of services based on contribution.
- Bulk water, prepaid stands, and communal toilets.
- Consolidating of septic tanks.
- The beneficiaries will be counted regarding the service levels.

Trenches can be shared to avoid cost and proposed to share water and electricity.

3.4 Building workshop

According to Mr Beat, their staff visited Keetmanshoop and organised an educational programme on how to build houses. They also assisted beneficiaries to obtain an unsecured loan from the bank in the amount of N\$50 000.00, payable over 20-50 months. Staff of DWN have assisted the beneficiaries to complete forms.

They intend to follow the same process for this project.

4. FEEDBACK OF MEETING: 12 JULY 2022

A virtual meeting took place on 12 July 2022 to air some issues in respect of the MOU. In the meantime, Engineering and Planning Services Department have confirmed that the process of formalizing Portion 182 and 183 is now at the surveying phase. Also, the servicing of Extension 41.

5. FOR INFO

DWN submitted annual updates of their programmes:

Housing for All: a programme for the provision of low-cost land for housing

- Now developing 17 new residential neighborhoods with more than 4,000 plots in 10 towns across Namibia

These programmes are now implemented in a total of **15 towns** across Namibia. The **social enterprise** component does play an increasingly important role in all three programmes, supporting growth and sustainability.

6. **Proposal**

It is proposed that the memorandum of understanding with Development Workshop Namibia be approved and that all technical matters be agreed on and submitted to Management Committee for approval once they are ready.

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

RECOMMENDED:

- (a) **That Council approves the Memorandum of Understanding of Development Workshop Namibia (hereinafter referred to as DWN).**
 - (b) **That an addendum to the Memorandum of Understanding be compiled dealing with:**
 - (i) *the sharing of cost of the installation of water and electricity in the Development Plan in the Progressive Area.*
 - (c) **That the selection of contractors be a mutual decision.**
 - (d) **That an office be identified and made available for one of the staff members of DWN.**
 - (e) **That it be noted that DWN can assist beneficiaries to obtain an unsecured loan in the amount of N\$50 000.00, payable over 20-50 months.**
 - (f) **That DWN be part of the selection of beneficiaries and the decision-making process.**
 - (g) **That DWN be informed that Council will attend to the town planning and surveying.**
 - (h) **That it be noted that DWN will provide manpower for the registration process:**
 - *interviewing beneficiaries and manage payment with bookkeeping system*
 - *sending of mass / bulk sms*
 - *will reimburse the beneficiaries who are excluded in terms of affordability.*
 - (i) **That no groups will be considered for mass transfers since DWN will only communicate with the individual beneficiaries.**
 - (j) **That the Ministry of Finance be requested to exempt this project from the Public Procurement Act.**
-

ANNEXURE "A"



MEMORANDUM OF UNDERSTANDING

"(hereinafter referred to as the "Agreement")"

between

THE MUNICIPAL COUNCIL OF SWAKOPMUND

Herein duly represented in terms of Council Resolution No: xxxxxx

By **Archie Benjamin** in his capacity as the **Chief Executive Officer**

and

Hon. Cllr. Wilfried Groenewald

in his capacity as **Chairperson of the Management Committee**

(Herein after referred to as "the Council")

And

DEVELOPMENT WORKSHOP NAMIBIA TRUST

a charity trust duly incorporated in accordance with the laws of the Republic of Namibia with Registration

No: 538/16, herein represented by **Mr Beat Weber** in his capacity as the

Executive Director.

(Herein after referred to as "the Developer")

"(Both hereinafter jointly referred to as the "Parties" and individually as the "Party")"

for

DEVELOPING PARTIALLY SERVICED LOW - COST ERVEN IN SWAKOPMUND

PREAMBLE

WHEREAS the Council owns undeveloped land and intends to speed up the process of availing minimally serviced land in its area of operation;

WHEREAS the Developer seeks to avail affordable residential land for the benefit of low and lowest income residents;

WHEREAS the Developer seeks no profit, but acts on the basis of its social mission to assist the low and lowest income residents in Namibia's urban settlements;

WHEREAS the Council and the Developer propose to conclude a Memorandum of Understanding that will give rise to a partnership, known as the Swakopmund-DWNT Land Programme Partnership, between them at equal shares with the sole aim of advancing the objectives stated in this Memorandum of Understanding;

1. THE PARTIES AGREE AS FOLLOWS:**1.1 Obligations of the Council:**

- a. Avails two portions to be developed into extensions with unoccupied land to be planned and serviced for residential erven for low income residents; The portions are portion 182 and 183.
- b. Makes budgetary provision for bulk water infrastructures and access roads and any other bulk provision of infrastructure up to the boundaries of the new townships;
- c. Provides office space for the Developer's project coordinator;
- d. Assigns the necessary staff members within the establishment of the Council with the required expertise to implement the project, assisted by the Developer's project coordinator;
- e. Mobilize the residents to participate in the project;
- f. Approves the allocation of the erven to the beneficiaries in line with Council policy of allocating land;
- g. Comply with the provision of section 63(2) and (3) of the Local Authorities Act, 23 of 1992;
- h. Appoint the Swakopmund-DWNT Partnership constituted under this Memorandum of Understanding as the Council's sole Agent to conduct transactions on its behalf in terms of this Memorandum of Understanding which include the incurring of expenditure to develop land into minimally serviced erven as well as the instruction to collect proceeds from land sales which were developed in terms of this Memorandum of Understanding.

1.2 Obligations of the Developer:

- a. Accept the responsibility to administrate the Agency functions of the Partnership brought to life in this Memorandum of Understanding which responsibilities include to conduct, administrate, incur expenditure, collect proceeds and perform functions and transactions in the capacity as Agent on behalf of the Council in line with the terms of this Memorandum of Understanding. Therefore, in its function as an Agent, the developer is responsible for points (b), (c), (d), (e), (f) below, and it:
- b. Provides a project coordinator to work with the Council's staff for the implementation of the project;
- c. Provides all necessary services to develop minimally serviced erven as described in this Memorandum of Understanding and subsequent addenda;
- d. Appoints the service providers such as Town Planner, Land Surveyor, Engineer and Conveyancers for this project;
- e. Provides overall coordination and project management in terms of this agreement and submits progress report to Council on request;
- f. Manages the administrative part of the erf client database, including payments. This in close collaboration with the Council's finance manager.

1.3 Services to be provided by the Developer for the development of the new township, in its function as an Agent for the partnership:

- a. Town planning services by a registered town planner. Outputs include the development of a layout plan, implementation of environmental assessment, obtaining of approval of the Namibian Planning and Advisory Board and the Townships Board regarding the need and desirability and the final layout of the proposed development as set out in this Memorandum of Understanding and successful proclamation of the new township; this service will be provided subject to an addendum to this agreement; the appointed Townplanner can take over any preliminary town planning work done by the Municipality.
- b. Land surveying services by a registered land surveyor. Outputs include production of a General Plan and pegging of the new township;
- c. Consulting engineering services. Outputs include detailed design and budgeting of all services to be provided to the new township. The engineer shall further be responsible for the tendering process and selection of construction company that will construct the services;
- d. Conveyancing services: Outputs include deeds office registrations related to, inter alia, (i) the local authority title registrations as may be required, (ii) the general plan and township establishment, (iii) proclamation of the township(s), (iv) assisting the local authority with the deeds of sale (post letter of intent) compliant with statutory requirements, (v) transfer of property to beneficiaries and (vi) registering Councils conditions notarial against the title deeds;
- e. Payment of contractors for the construction of the services;
- f. Project management services by the developer, including erf client database management and payment management, and setting up of online banking for joint bank account, with assistance from FNB.

1.4 Implementation of the project

- a) The two townships layout will have approximately 600 residential erven;
- b) Given the considerable size of the new townships, the project can, if so preferred by the Developer, to be implemented in several phases to be agreed on with the Council;
- c) The phasing of the project applies to the construction of services only. Town planning, land surveying and engineering designs can be done for the whole area at once.
- d) As soon as the beneficiaries of the first phase have paid in full, the project will initiate the servicing of the next phase. The servicing of subsequent phases is done under the same conditions. The phasing will not delay the project implementation, but ensure that there is demand for the erven provided through the project.

1.5 Financial matters are to be conducted as follows:

1.5.1 General financial management

- a. Any financial contributions from donors through the Namibian Chamber of Environment will be transferred back to a land development project account of the Namibian Chamber of Environment (NCE);
- b. The NCE channels funds through the Developer to implement the project as described in this agreement;
- c. The Council and the Developer open a joint bank account, with two signatories from each institution, with all bank transactions and movements requiring authorization of one signatory from each institution;
- d. All erf payments as outlined below (1.5.2) are made to this joint bank account;
- e. Erf payments by beneficiaries are made to recover project costs.

1.5.2 Erf payment procedures:

- a. The cost of developing the new erven shall be decided by an addendum to this agreement, considering the final layout and calculations of costs of all services provided;
- b. The beneficiaries eligible for purchasing erven through this project are to be selected by the Council's established selection procedures, with involvement of the Developer's project coordinator;
- c. The payment for the erven shall be made as per letter of intent;
- d. All identified beneficiaries shall pay a first installment (deposit) to the joint project account prior to the commencement of the project, to ensure that there is sufficient demand for the erven to be developed;
- e. The development and construction of services of the new township (or any phase if implemented in phases) shall commence after all beneficiaries have signed a Letter of Intent and committed to the project with the above-mentioned deposit;
- f. Subsequent payments by the beneficiaries will be made as specified per letter of intent (monthly installments for example).

1.5.3 Additional financial considerations:

- a. Only after having paid their erf in full, the beneficiaries shall be allowed to occupy the erf;
- b. The beneficiaries can, if they so want, pay at earlier intervals than outlined above;
- c. If a beneficiary fails to comply with the payment schedule without valid reasons, she/he shall be removed from the beneficiary list and replaced by another beneficiary as identified through established Council procedure;
- d. The initial deposit and all payments are refundable, but charged with a penalty percentage of 10%;
- e. The land availed by the local authority shall be transferred directly to the beneficiary; the Developer shall at no stage of the project become the owner of the land;

1.5.4 Reimbursements from the joint bank account to the NCE land development project account

- a. The joint bank account gives security to both the Council and the Developer: It allows the Council to fully control erf payments and it provides security to the Developer that costs recovered from this project are not used for other Council expenses.
- b. Money in the joint bank account is to be used for projects to continuously develop erven in Swakopmund, always on a cost recovery basis as outlined in this agreement;
- c. The projects must be of the same nature and specifications as this first project, referred to by this agreement and its addenda;
- d. Once there are no more projects of such nature and specifications to be implemented (period up to three months), the full amount (the initial 'revolving fund') shall be reimbursed to the NCE who may then apply the funds in another town. This is to ensure that the money provided by the NCE donors is always in use to develop low cost land for housing.

1.6 Suspensive conditions:

This Memorandum of Understanding is subject to the following suspensive conditions:
Approval is obtained from the Minister of Urban and Rural Development in terms of Section 30 (1)(t) and (z) (i) (ii) of the Local Authorities Act, Act 23 of 1992, as amended, for the intended purpose contained in this agreement.

1.7 Modification

This Memorandum of Understanding which constitutes the entire partnership between the parties may be modified if agreed in writing between the two parties, such agreement then being an **addendum** to the original Memorandum of Understanding.

1.8 Arbitration

In the event of any dispute or difference arising between the parties relating to, or arising out of this Memorandum of Understanding, the parties will immediately meet to attempt to settle such dispute or difference, and failing such settlement within a period of 30 days, the dispute or difference will be submitted to Arbitration, to be held in Windhoek, Namibia, in accordance with the provision of the Arbitration Act 42 of 1965.

IN WITNESS whereof, the undersigned representatives, being duly authorized thereto by their respective institutions, have signed this Agreement in duplicate in English, in the presence of undersigned witnesses:

Signed at _____ on this _____ day of _____ 2021.

The Council
Swakopmund Municipal Council
Herein represented by **Mr. Archie Benjamin**
In his capacity as the Chief Executive Officer

As Witnesses

The Council
Swakopmund Municipal Council
Herein represented by **Hon. Cllr. Wilfried Groenewald** in his capacity as Chairperson of the Council

1. _____

2. _____

Signed at _____ on this _____ day of _____ 2021.

The Developer
Development Workshop Namibia
Herein represented by **Beat Weber**
In his capacity as Executive Director

As Witnesses

1. _____ 2. _____

ANNEXURE "C"

Barbara Ramos Viegas

From: Ambrose Wohler <a.wohler@dw-namibia.org>
 Sent: Friday, 08 October 2021 10:19
 To: Barbara Ramos Viegas
 Cc: Andre Plaatjie; Charles Awaseb; Hellao Naruseb; Clarence McClune; Erastus Kashiupulwa; Beat Weber
 Subject: RE: MEETING ON 30 SEPTEMBER 2021: COUNCIL //DEVELOPMENT WORKSHOP NAMIBIA
 Attachments: Draft MoU Swakopmund Mun. & DWN, 8.10.21.docx

Dear Ms. Viegas,

Thank you very much from your letter (reference number: 14/2/1/2), we would like to clarify that from the meeting and the site visit we had last week it was decided that it would be feasible for Development Workshop to work in Portion 182 and 183.

Kindly take note that our engineering partners can take on the responsibility for the procurement and the contract supervision of the installation of services, the professional fees will be included in the erl price to be paid by the clients. Also, kindly receive the attached draft MoU for your perusal.

I hope the above is in order, please let me know if you have any comments, concerns or suggestions.

Kind regards,

Ambrose Wohler

From: Beat Weber
 Sent: Tuesday, 05 October 2021 06:06
 To: Barbara Ramos Viegas <bramosviegas@swkmun.com.na>
 Cc: Andre Plaatjie <aplaatjie@swkmun.com.na>; Charles Awaseb <cawaseb@swkmun.com.na>; Erastus Kashiupulwa <e.kashiupulwa@dw-namibia.org>; Ambrose Wohler <a.wohler@dw-namibia.org>; Hellao Naruseb <hnaruseb@swkmun.com.na>; Clarence McClune <cmclune@swkmun.com.na>
 Subject: RE: MEETING ON 30 SEPTEMBER 2021: COUNCIL //DEVELOPMENT WORKSHOP NAMIBIA

Dear Ms Viegas

Thank you for your email, this is well received. We will revert back shortly.

With best regards,

Beat Weber

From: Barbara Ramos Viegas <bramosviegas@swkmun.com.na>
 Sent: Monday, 4 October 2021 8:53 am
 To: Beat Weber <b.weber@dw-namibia.org>
 Cc: Andre Plaatjie <aplaatjie@swkmun.com.na>; Charles Awaseb <cawaseb@swkmun.com.na>; Erastus Kashiupulwa <e.kashiupulwa@dw-namibia.org>; Ambrose Wohler <a.wohler@dw-namibia.org>; Hellao Naruseb <hnaruseb@swkmun.com.na>; Clarence McClune <cmclune@swkmun.com.na>
 Subject: MEETING ON 30 SEPTEMBER 2021: COUNCIL //DEVELOPMENT WORKSHOP NAMIBIA

Dear Mr Weber



MUNICIPALITY OF SWAKOPMUND

Ref No: 14/21/2

☎ (064) 4104230
 📠 0886518133
 📍 53 Swakopmund
 NAMIBIA
 🌐 www.swkmun.com.na
 📧 bramosviegas@swkmun.com.na

Enquiries: Ms B Ramos Viegas

01 October 2021

The Executive Director
 Development Workshop Namibia
 P O Box 40723
 Ausspannplatz
 10017

Attention: Dr B Weber

MEETING ON 30 SEPTEMBER 2021: COUNCIL // DEVELOPMENT WORKSHOP NAMIBIA

I refer to the above meeting

We wish to thank you for the meeting held on 30 September 2021 between Mr Weber and Mr Wohler of Development Workshop Namibia (DWN) and the municipal officials Mr Plaatje and Mr Awasob.

At the said meeting the following was discussed and agreed as the way forward:

- (a) DWN will provide Council with:
 - A draft Memorandum of Understanding;
 - preliminary designs for services in Extensions 26, 27 and 28 as well as 40, 41, 42 Swakopmund;
 - Options of the type of services;
 - Cost estimate and
- (b) Thereafter the beneficiaries need to accept the terms and cost and will be given twelve to fourteen months to collect the funds whereafter Council will service the sites.
- (c) Council will motivate to the Ministry of Urban and Rural Development to reduce the art size from 300m² to 200m² for this specific project in order to accommodate more beneficiaries and reduce the cost per household. If this application be approved, it will require a redesign of the services and layout.

After consultation with the General Manager: Engineering and Planning Services, the query arose whether it was possible for DWN to attend to the procurement and contract supervision of the installation of services as well and that the cost thereof be recovered in the same way as the cost of DWN, i.e. that the purchasers raise the funds and pay over to DWN as contract supervisor.

A submission will be tabled to Council for consideration.

For any further enquiries please contact Ms B Ramos Viegas at 054-410 4230.

Yours faithfully,

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

Any

11.1.32 **REQUEST FROM RESIDENTS TO INTRODUCE TRAFFIC CALMING MEASURES IN VARIOUS STREETS IN SWAKOPMUND**
(C/M 2023/11/30 - 16/2/9/1/1, 16/2/8/8)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum **10.12** page **136** refers.

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

1 PURPOSE

The purpose of this submission will be to provide background and a financial breakdown for Traffic Calming measures in various Streets in Swakopmund requested by residents.

2 BACKGROUND

The Department of Engineering & Planning Services received several complaints from various residents in different suburbs of Swakopmund requesting Traffic calming measures. Currently the Department can only consider Traffic calming where the existing road is surfaced. A majority of the request are from residents where the road has not been upgraded to a surfaced road.

DISCUSSION

Traffic calming is the practice of placing physical measures in a road to control the speeds at which motorists travel. The measures most often used are speed humps, raised pedestrian crossings, raised intersections and mini traffic circles. A change in the vertical or horizontal path of the vehicle regulates the maximum speed at which the vehicle can travel over the calming measure and hence along a length of road on which the measure is employed. Road markings and road narrowing are sometimes used as a soft form of traffic calming in that they do not compel a driver to slow down but attempt rather to subconsciously influence the driver's behaviour.

There are several principles of traffic calming that we considered when implementing traffic calming measures. The following principles provide guidance and direction for the Department:

Problem Identification

Identifying the real traffic problem for a suburb street is not always easy. Sometimes the perceived nature of a traffic problem is very different from the real problem. For example, residents often mention both "traffic volume" and "speeding" as problems on their streets, but in many cases the traffic problem is one or the other. It is important to identify the real traffic problem in order to select the appropriate measure.

Problem Characterization

In order to ensure that appropriate traffic calming measures are implemented, it is essential that the extent of problems be characterized and quantified. Roadway information such as width of roadway and intersection dimensions should be collected. Diagrams can also be made to show such items as traffic volumes, speeds, peak hours of travel, turning movement counts, historical accident information, transit routes, bicycle routes, and pedestrian volumes.

First Consider Major Road Network Improvements

Before implementing any traffic calming measures for unwanted through movements on suburb roadways, the reason for these movements needs to be determined. Sometimes congestion on adjacent arterials "forces" motorists to shortcut through the suburb. There are a wide range of low-cost options available to improve operations on the major road network, including fine-tuning signal timings, adding turn bays, and implementing turn prohibitions and parking restrictions.

Minimize Access Restrictions

Residents, businesses, and others who live and work in the community will be more supportive of traffic calming measures that do not restrict their access into and out of a suburb. Problems should be addressed with other less restrictive traffic calming measures when possible.

Target Passenger Vehicles

The purpose in implementing traffic calming measures is to affect passenger vehicles and not other modes of traffic. Designs for traffic calming measures should take into account transit buses, bicyclists, and pedestrians.

Monitor Conditions

Traffic patterns change and consequently it is important that traffic volumes, vehicle speeds, accidents and other indicators of potential traffic problems are recorded and analysed on an on-going basis. Much of this information is already collected. The Departments personnel are monitoring the conditions on an on-going basis.

Approval & Implementation

Once a final solution has been developed, the traffic calming measures will be presented to the General Manager. The approval of traffic calming measures is ultimately up to the General Manager. As part of the solution, a construction plan will be included for implementation of the traffic calming measure. The plan will detail the design and construction costs.

Additionally, due to budget planning, a priority ranking of the particular project are necessary performed. Based on a priority ranking Schools, Old age Homes, Shops and areas that have history of speeding/accidents will be given priority before Traffic Calming be considered.

TYPES OF TRAFFIC CALMING

Speed Bump

A speed bump is a raised rounded device usually constructed from asphalt/interlocks that is placed across a roadway. Speed bumps are usually 50 to 70 mm in height and are parabolic or sinusoidal (e.g., gradual) in shape. They extend fully across the roadway but are tapered on each side to allow unimpeded water flow in kerb and channel system. The design speed for a speed bump is approximately 20-35 km/h

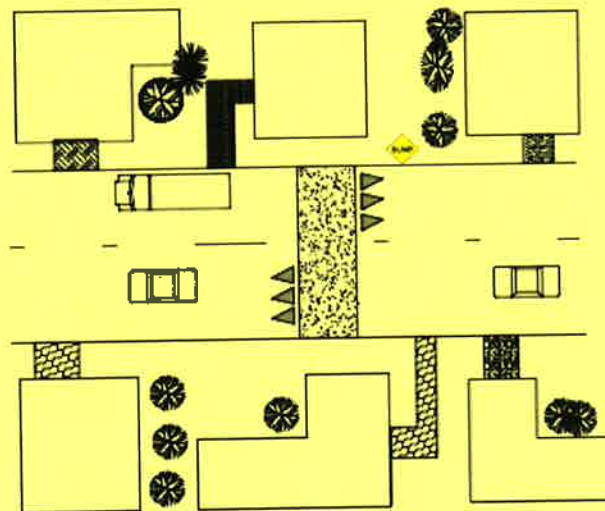


Figure 1: Diagram of a Speed Bump

Advantages	Disadvantages
Relatively inexpensive	Causes a rough ride for drivers
Relatively easy for bicyclists to cross at taper if designed properly	Slows and may damage emergency vehicles
Very effective at slowing travel speed	Increase noise and air pollution & Poor aesthetics

Speed Hump

A speed hump is a raised flat-topped device, which is placed across the roadway. Speed humps are usually 60 to 80 mm in height. The flat-top is approximately 3 meters in the direction of travel and each ramp is 2 meters. The flat-top is usually constructed of asphalt, concrete, brick, or other textured materials. The ramps are triangular in shape and are usually made of asphalt. Speed humps extend fully across the roadway but are tapered on each side to allow unimpeded water flow in kerb and channel system. The design speed for a speed table is approximately 30-40 km/h, which is a safe and comfortable speed for passenger vehicles.

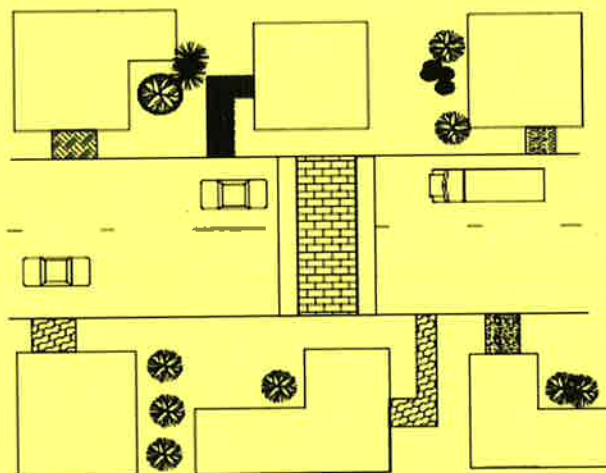


Figure 2: Diagram of a Speed Hump

Advantages	Disadvantages
Relatively inexpensive	Slows and may damage emergency vehicles
Smoother on larger vehicles than speed bumps	Increase noise & Poor aesthetics
Effective at slowing travel speed	

Raised Pedestrian Crossing

Raised pedestrian crossing are speed humps with pedestrian markings and signage. The only geometric difference between them is the raised pedestrian crossing extends from kerb to kerb and the raised crosswalk may be longer and higher than a typical speed table.

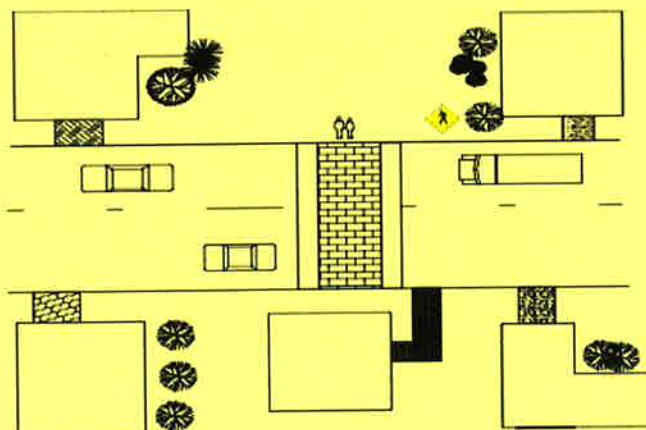


Figure 3: Raised Pedestrian Crossing

Advantages	Disadvantages
Relatively inexpensive	Causes a rough ride for drivers
Smoother on larger vehicles than speed bumps	Slows and may damage emergency vehicles
Improve safety for pedestrians	May restrict stormwater drainage
Very effective at slowing travel speed	Increase noise and air pollution & Poor aesthetics

Raised Intersection

Raised intersections are like speed humps that cover an entire intersection. Ramps are present on all approaches. The flat-top area is usually a textured material. Raised intersections usually rise to sidewalk level or slightly below to provide an edge for the visually impaired. If there is a concern about loss of on-street parking, raised intersections are a more acceptable traffic calming measure.

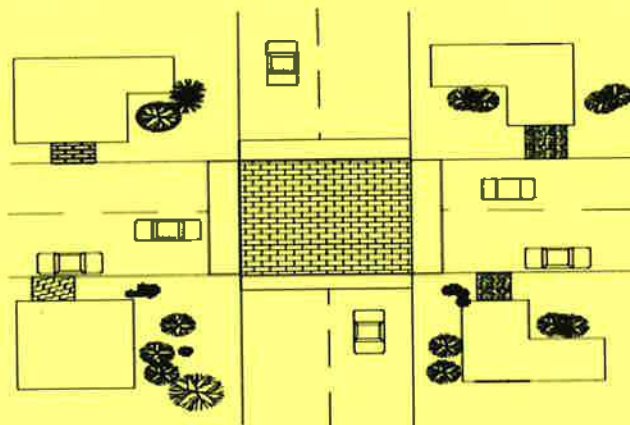


Figure 4: Diagram of Raised Intersection

Advantages	Disadvantages
Improve safety for pedestrians and vehicles	Expensive due to the size of an intersection
Can slow traffic in two streets at the same time	Increase noise
	Less effective in slowing travel speed
	May change or restrict stormwater flow

TRAFFIC CALMING REQUESTS FROM THE PUBLIC

Table 1: Traffic Calming Request

Street Name	Suburb	Road Type
Regenstein Street	Mondesa/Matutura	Gravel Road
Waterberg Street	Mondesa	Gravel Road
Masilo Street	Mondesa	Gravel Road
Aldrige Street	Ocean View	Bitumen Road
Seal Street	Myl 4	Bitumen Road
Emerald Street	Myl 4	Bitumen Road
Delphinium Street	Ocean View	Bitumen Road
John Arnold Street	Mondesa	Interlock Road
Plover Street	Myl 4	Interlock Road
Zodiac Street	Tamariskia	Interlock Road

The Table 1 above gives an indication of the request received from the public.

FINANCIAL IMPLICATION**Table 2: Cost of implementation**

Traffic Calming	Road Type	Cost (N\$)
Speed bump	Gravel Road	51 450.00
Speed Hump	Gravel Road	60 900.00
Raised Pedestrian Crossing	Gravel Road	61 950.00
Raised Intersection	Gravel Road	115 500.00
Speed bump	Bitumen Road/Interlock	9 450.00
Speed Hump	Bitumen Road/Interlock	14 700.00
Raised Pedestrian Crossing	Bitumen Road/Interlock	21 000.00
Raised Intersection	Bitumen Road/Interlock	31 500.00

The **Table 3** below presents the cost estimate to implement Traffic calming along the roads that have been identified.

Table 3

Street Name	Suburb	Cost (N\$)
Regenstein Street	Mondesa/Matutura	243 600.00
Waterberg Street	Mondesa	182 700.00
Masilo Street	Mondesa	44 100.00
Aldrige Street	Ocean View	44 100.00
Seal Street	Myl 4	14 700.00
Emerald Street	Myl 4	14 700.00
Delphinium Street	Ocean View	14 700.00
John Arnold Street	Mondesa	18 900.00
Plover Street	Myl 4	14 700.00
Zodiac Street	Tamariskia	14 700.00
TOTAL		606 900.00

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

RECOMMENDED:

- (a) That Management Committee takes note of the requests received from residents in Swakopmund for the implementation of traffic calming measures.
- (b) That the General Manager: Finance be granted permission to transfer from current 2023/2024 capital budget, the amount of N\$1 000 000.00 from Vote: 60-00-3-10-206-00 [Water Reservoir Smallholdings] into a new vote dedicated for "Construction of Traffic Calming Measures".

11.1.33 **PROGRESS UPDATE, PROPOSED IMPLEMENTATION AND REQUEST FOR ADDITIONAL FUNDS FOR VARIOUS ROADS PROJECTS**
(C/M 2023/11/30 - 3/1/1/1, 16/2/8/8)

Ordinary Management Committee Meeting of 09 November 2023, Addendum 10.13 page 141 refers.

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

1 PURPOSE

The purpose of this submission is to present three (3) reports relating to road project. The first report will provide a progress update on the various road projects that was approved under the 2023/2024 financial year. The second report is to request for additional funds needed to complete some of the road projects successfully, and the third report is to present a proposal to address the backlog of unsurfaced roads within Swakopmund.

BACKGROUND

Odjamba Street & Grootfontein Street

Ondjamba Street and Grootfontein Street are classified as Local Distributor roads with the primary function of local connection, access roads and linking communities with higher levels of property access. It affords deeper penetration into the urban areas, in particular the residential areas. These roads will carry public transport feeder routes, there is far greater interaction with adjacent private properties. Generally, there will be few heavy goods vehicles found using these roads, while it is to be expected that there will be an increased Non-Motorised Traffic activity accommodated.

The two streets form a link between suburbs and carry most of the traffic which lead to constant maintenance. Request and complaints have been received from the public to request for speed calming and road upgrading. The Municipality of Swakopmund in its endeavour to improve service throughout the Town started with the construction on Ondjamba Street in Mondesa and have completed the designs and documentation for the upgrading of Grootfontein Street.

The Resurfacing of Streets

The visual condition assessments were used as a basis for the formulation of a PMS. The aim of this assessment was to provide and up-to-date reflection of the current road network conditions of the paved roads (or also known as bitumen roads) and unpaved roads (also known as gravel roads). The main purpose of the PMS would be for the Municipality to use this for planning purposes in respect of the prioritisation and budgeting of road maintenance and rehabilitation.

Table 4 Identified Streets

Street Name	Road Classification
Nathanael Maxuillili Street	Arterial
Moses Garoeb Street	Arterial
Tsavorite Street	Collector

Fischreiher Street

Collector

- **Design Roads in Kramersdorf**

The Municipality of Swakopmund with its endeavour to improve service throughout the Town has decided to start with the planning, design and upgrading of various streets and intersections. This will enable us to give an accurate cost estimate for the roads and intersection upgrading and in addition it would provide information on future planning of the Town.

The Streets that were identified for the upgrading was Libertina Amathila Avenue and Anton Lubowski Avenue in Kramersdorf and Swakopmund CBD.

- **PROJECT STATUS TO DATE**

- **Ondjamba Street (Phase 1)**

The Contractor Messrs Paul & Lucy commenced with construction on the 07 August 2023 and should complete the project on the 29 January 2024. The Contractor will be finalising the earthworks on the 11th November 2023 where they will begin with the laying of interlocks and kerbing.

- **Grootfontein Street (Phase 2)**

The design and costing have been completed for the extension of Grootfontein Street from Regenstein Street to Waterberg Street. The bidding document will be compiled and submitted to Procurement Unit at the end of November 2023 to be advertised.

- **The Resurfacing of Streets**

The Project will be advertised during December 2023 and the bidding process will end in January 2024. The streets that will be resurfaced will be Moses Garoeb Street, Nathaniel Maxuillili Street, Fischreiher Street and Tsavorite Street.

- **Designs for Anton Lubowski Avenue & Libertina Amathila Avenue**

The designs for Anton Lubowski Avenue and Libertina Amathila Avenue have been completed with the cost estimates for implementation. Anton Lubowski Avenue have been divided into four Phases of construction to ensure that funding can be budgeted over four financial periods. Libertina Amathila Avenue can still be completed within this financial year if funding can be sourced.

The bidding document will be compiled and submitted to Procurement Unit at the end of November 2023 to be advertised.

- **ROAD NETWORK & CONDITIONS**

- **Road Network**

The Municipality is responsible for maintenance of all local roads and streets within its boundaries. It includes all the surfaced (includes bitumen, interlock concrete block paving and slurry) and unsurfaced (consisting of gravel and salt) roads and streets within the built urban areas of Swakopmund. Details of the municipal road networks are provided later in the document.

The total length of the surfaced roads, determined from site assessments, is approximately 170 km and that of the unsurfaced roads approximately 137 km with both totalling up to 307 km. It should be noted that a total of 72.9 km of the 170km surfaced roads are surfaced with interlock concrete block paving.

This means that surfaced roads makes up 55.5 % and unsurfaced roads makes up 44.5 % of the total roads in Swakopmund.. The Figure 1, below, shows the spread the paved vs unpaved roads within Swakopmund's built urban area. The blue lines represent the surfaced roads and the green lines represents unsurfaced roads.



Figure 5 - Paved and Unpaved roads within Swakopmund

From Figure 1, It can be noted that surfaced roads are fairly distributed throughout Swakopmund, but with a large portion north of Mondesa which is predominately unsurfaced roads (gravel). Table 2, below, represents those lengths of the different types of road surfaces per Urban Area.

Table 2: Road Surface Types per Urban Area

Area	Gravel Road/km	Interlocked Road / Km	Bitumen Road/km
CBD	13.3	5	8.15
Vineta	14.7	4.6	7.2
Mondesa	46.8	5.4	7.36
Myl 4	3.2	1.25	8.5
Vogel Strand	1.4	0	1.63
Ext. 9	1	5.6	27
Kramersdorf	2.5	6.3	0.92
Town	3.93	0	3.25
Matutura	42	17.8	0
Hage Heights	5.3	1.24	0.97
Tamariskia	6.1	20.48	4.96
Industrial Area	1.9	6.8	5.07
Plotte	23.82	0	0

The name of the areas listed above are the names that was given over the years but are not the registered suburb names. However, these names are used for ease of reference and orientation.

o Road Network Condition

The overall network conditions are graphically illustrated in Figure 3&4. Figure 3&4 provides the condition classification as a percentage of the total network, each for the paved (surfaced) and unpaved (unsurfaced) roads respectively. The overall conditions of the paved roads were found to be 'good to very good' with approximately 90% of all paved roads falling into this category.

The condition of the unpaved roads was found to be generally 'poor' within the eastern areas of Swakopmund (**Mondesa and DRC**) with the majority of the unpaved roads within the northern, western and southern areas of Swakopmund being in a 'fair to good' condition.

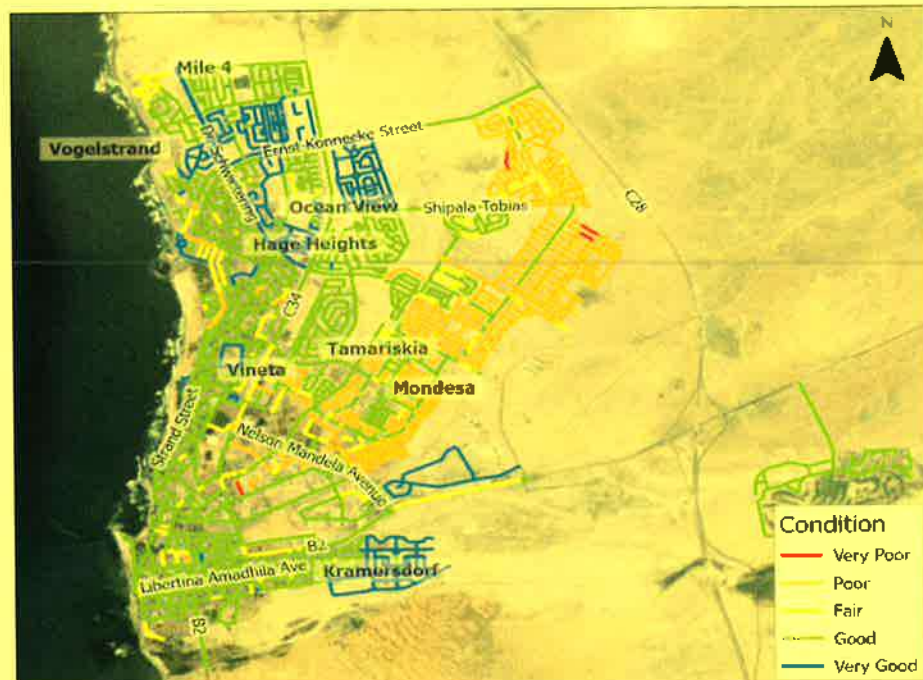


Figure 6 -Swakopmund Road Condition

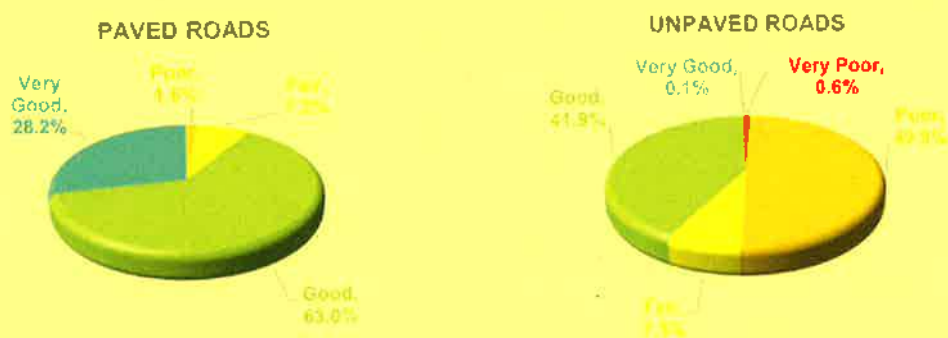


Figure 7 – Swakopmund Road Condition (Given as a Percentage)

• PROPOSAL FOR ROAD UPGRADING BACKLOG

Primarily in a situation where roads need to be upgraded value engineering principles predict the course of action. This means that a road/street will be looked at its importance in contributing to the value (economical growth) and risk management (stormwater, traffic safety and

pedestrian safety) to a certain urban area. However, where the Council need to provide equal services to all its residents the task in providing those services becomes complex. Figures 1-4 shows each build urban area where surfaced and unsurfaced roads are located and the conditions of these roads.

Swakopmund has a total of 9 registered suburbs and 1 portion of land (suburb) that is registered for the state. The 11 suburbs are listed in Table 3 with an indication of the surfaced and unsurfaced roads in the various suburbs.

Table 3: Surfaced vs Unsurfaced Roads per Suburb

SUBURB	USE	NUNMBER OF EXTENSIONS
Swakopmund	<i>Residential, CBD and Industrial</i>	40
Myl 4	<i>Residential mixed use</i>	3
Vogelstrand	<i>Residential mixed use</i>	1
Waterfront	<i>Residential mixed use</i>	1
Vineta Proper	<i>Residential mixed use</i>	1
Tamariskia	<i>Residential mixed use</i>	4
Mondesa	<i>Residential mixed use</i>	13
Matutura	<i>Residential mixed use</i>	14
Desert Breeze	<i>Residential mixed use</i>	1
Hage Square	<i>Industrial</i>	1
Airport	<i>Aviation</i>	1

With the above information, it is proposed that the selection of a road/street to be upgraded from gravel to surfaced to follow the following criteria, namely:

- *Establishment Age - when the suburb was established, to address the backlog from suburb that was established "first" or have been in existence longer.*
- *Residential Street with a maximum width less than 15 m.*
- *There are connecting surfaced streets/roads to which the selected street can tie into. In case where there is no surfaced street to connect the selected street then will first need to upgrade/construct the link street or road before upgrading the selected street.*
- *One street per suburb*

From Table 3: Surfaced vs Unsurfaced Roads per Suburb, will focus on only 7 suburbs, namely Swakopmund, Myl 4, Vogelstrand, Vineta Proper, Tamariskia, Mondesa and Matutura because these are the suburbs that experience unsurfaced roads and streets.

Taking into consideration that these suburbs together equate to a total of 76 extensions and a total of almost 143km of unsurfaced roads. Therefore, it is proposed that Council considers at least 4 suburbs per financial year of which one street per suburb will be upgraded to interlock surfaced standard with gravel sidewalks.

With the above in mind, the Engineering and Planning Services department is proposing that the following suburbs be considered for the 2024/2025 financial year, namely,

- *Mondesa*
- *Tamariskia*
- *Vineta*
- *Vogelstrand*

If Council considers the above or presents other suburbs, then the Engineering and Planning Services department will proceed to identify the streets by following the criteria and submit with costs to Council during the budgeting for 2024/2025 financial year.

• REQUEST FOR FUNDS

Council approved 4 roads projects under the 2023/2024 financial period, these projects are:

- the construction of Ondjamba Street (phase 1)
- the construction of Grootfontein Street (Phase 2)
- the resurfacing of arterial and collector streets/roads (Phase 1) which consists of sections of Nathanael Maxuillili Street, Moses Garoeb Street, Tsavorite Street and Fischreih Street
- Planning and Design of Various Streets and Intersections (Phase 2) which consists of Anton Lubowski Avenue and Libertina Amathila Avenue.

The first two projects (Ondjamba Street and Grootfontein Street) are being implemented and to be completed before the 2023/2024 financial year comes to an end. However the later two projects (resurfacing of arterial and collector streets/roads and planning and design of various streets phase 2) will require additional funding which was not provided during the initial request of the budget for 2023/2024, for the following reasons,

- funds were requested for the resurfacing of arterial and collector streets/roads (Phase 1), an amount of N\$ 18 Million was requested but only N\$ 10 Million was allocated to the project.
- funds for the Planning and Design of Various Streets and Intersections (Phase 2) was put on hold until the designs was completed and a cost estimate can be provided.

Since both projects have come to a point to start the bidding process, because the specifications and designs and documentation have been completed, it is requested Council considers providing funding to commence with the projects. Table 5, below, represents the funds needed to commence with construction of an 800 m section of Libertina Amathila Avenue and to add to the funds of the maintenance of arterial and collector streets/roads (phase 1) project, so that at least 2-3 of the selected streets can be implemented.

Table 5: Funds Required

Description	Estimated Amount
Libertina Amathila Avenue	N\$ 6 000 000.00
Resurfacing of Streets	N\$ 6 000 000.00
Total Funds	N\$ 12 000 000.00

In the current 2023/2024 Capital Budget, an amount of N\$ 22 million has been allocated to vote number 60-00-3-10-206-00 for Water Reservoir Smallholding Project. The Water Reservoir Smallholding Project will not be finalised this year and therefore the request to transfer funds to other Votes to complete projects that will be completed within the current financial year.

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

RECOMMENDED:

- That Council takes note of the various reports that was presented by the General Manager: Engineering and Planning Services on the various road projects and the upgrading of unsurfaced roads/streets backlog proposal.**
- That Council approves the proposal to upgrade one (1) street/road in Mondesa, CBD, Vineta Proper and Vogelstrand for the 2024 / 2025 financial period and by selecting a street/road using the criteria listed below:**

- (i) ***Establishment Age - when the suburb was established, to address the backlog from suburb that was established "first" or have been in existence longer.***
 - (ii) ***Residential Street with a maximum width less than 15m.***
 - (iii) ***There are connecting surfaced streets/roads to which the selected street can tie into. In case where there is no surfaced street to connect the selected street then will first need to upgrade/construct the link street or road before upgrading the selected street.***
 - (iv) ***One street per suburb***
- (c) **That the General Manager: Engineering and Planning Services submits to Council a new list of suburbs and streets / roads by following the criteria that is listed in (b) annually.**
- (d) **That the General Manager: Finance be granted permission to transfer funds from the current 2023 / 2024 capital budget, the amount of N\$ 6 000 000.00 from Vote: 600031020600 [Water Reservoir Smallholdings] into a new vote dedicated for "Upgrading of Libertina Amathila Avenue".**
- (c) **That the General Manager: Finance be granted permission to transfer funds from the current 2023 / 2024 capital budget, the amount of N\$6 000 000.00 from Vote: 600031020600 [Water Reservoir Smallholdings] into Vote: 650031026300 [Upgrading and Maintenance of Roads].**
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11.1.34 **PERMISSION TO INSTALLED A CCTV CAMERA AT THE ENTRANCE CIRCLE ON THE B2 MAIN ROAD BY SWAKOPMUND NEIGHBORHOOD WATCH**
(C/M 2023/11/30 - 13/3/1/2, 11/1/5/5)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 10.14 page 147 refers.

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

1. Introduction

The aim of this submission is to request Council for permission to install a CCTV Camera at the B2 Main Road Circle at the entrance by the Swakopmund Neighborhood Watch (SNHW) for a period of 4 months.

2. Background

In an internal crime meeting with the Station Commander of the Swakopmund Police Station it was highlighted that a critical need was identified for the installation of a CCTV Camera at the entrance circle of Swakopmund from the Eastern Direction. The purpose would be to incorporate a Number Plate Recognition (NPR), enabling the swift detection and reporting of criminal activities to pertinent stakeholders involved in combating crime. The implementation of this technology will serve several critical purposes, including, but not limited to:

- (a) **Enhanced Security:** The NPR camera will enable the monitoring of all vehicles entering and leaving Swakopmund, thereby aiding in the identification of suspicious or unauthorized vehicles in real-time.
- (b) **Traffic Management:** By recording and analyzing traffic flow data, the NPR camera will provide valuable insights into traffic patterns and congestion points, facilitating more efficient traffic management strategies.
- (c) **Law Enforcement Support:** The NPR camera's ability to automatically recognize number plates will assist law enforcement agencies in tracking down vehicles involved in criminal activities or violating traffic regulations.
- (d) **Accident Prevention:** With the ability to identify vehicles, the camera will contribute to the prevention of hit-and-run incidents and aid in the investigation of accidents within the city limits.

It was emphasized that the placement of the camera at this circle is essential for data collection through the number plate recognition system. This data collection would encompass all vehicles entering and exiting the Swakopmund area. If any criminal activity occurs within Swakopmund or anywhere in Namibia, and the corresponding number plate is provided, the system would be capable of identifying the entry or exit of the concerned vehicle from Swakopmund.

The Council has consistently emphasized the urgency of taking immediate action without delay. Swakopmund Neighborhood Watch (SNHW) previously indicated their prior installation of a system at this that specific circle. However, the Council instructed them to remove it due to several reasons, including the issue of not having ownership of the road.

The SNHW proposes upgrading their existing system with evolving technology and re-installing the camera at the roundabout for number plate recognition. They suggest utilizing the lamp post and electricity from Erongo Red, reinstating the solar panel system to operate the cameras during the daytime, as electricity circuits are only activated at nighttime. They have requested no financial contribution from the Council, as this would be part of a four-month pilot project, after which a comprehensive report and statistics would be presented to the Council to assess the success or failure of the project.

The current infrastructure is not designed to capture images of individuals. Its purpose is to identify and report number plate registration sequences, enabling law enforcement officers and private initiatives to determine the entry and exit of vehicles for criminal investigations and traffic monitoring. The footage would be stored securely at the existing Emergency Room and SNHW servers for the duration of the pilot project, accessible to Municipal law enforcement officers and the Namibian Police for investigative purposes.

Furthermore, live footage can be sharing between the SNHW and law enforcement agencies if feasible through a server connection, with extra costs. Additionally, it should be noted that neither the Swakopmund Police force nor Nampol Traffic and the SNHW have access to the Natis Database. It is only senior management of the Emergency Law Enforcement who have access to this E-Natis software to look up for ownership.

The collaboration between all three stakeholders is commendable, focusing on the overarching goal of ensuring safety and security for the citizens of Swakopmund. This united effort could serve as a significant tool in the fight against crime. Cooperation and teamwork are paramount, as no single stakeholder possesses the resources to single-handedly control their entire territory. It is important that the stakeholders must extend a helping hand and support each other in the battle against crime.

3. Conclusion

The Emergency Law Enforcement Division support the initiative for the erecting of the CCTV Camera at the Traffic Circle on the B2 Main at the entrance of Swakopmund.

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

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.
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11.1.35 **PURCHASING OF HANDHELD RADIOS FOR CRIME PREVENTION
(ECONOMIC DEVELOPMENT SERVICE DEPARTMENT)**
(C/M 2023/11/30 - 3/1/1/1/1)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 10.15 page 149 refers.

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

1. Introduction

The purpose of this submission is to obtain Council's permission for additional funds to procure 6 (six) handheld radios in order to improve proper communication amongst the different security stakeholders.

2. Background

During the last monthly crime prevention meeting, a concern was raised regarding limited communication between security clusters especially during emergency. This is so, because each cluster is operating on its own radio frequency which prevent prompt response especially during emergency. In this respect, suggestions were raised and the most suitable one is to purchase six handheld radio and distribute them among the stakeholders.

The municipality was therefore requested to spearhead this initiative by availing six handheld radios and install a single frequency to that will allow communicate between various departments and stakeholders viz.:

- (a) Nampol Station Commanders for Swakopmund and Mondesa
- (b) Municipality of Swakopmund, Emergency Law Enforcement
- (c) Fire Brigade Emergency Call Centre (Frequency be installed on the existing channels)
- (d) Swakopmund Neighborhood Watches
- (e) Extra 2 x Radios for festive seasons to be shared with Namibian Police Special Reserve Force
- (f) Ambulance on duty

3. Conclusion

The user Department obtain a quotation to purchase 6 portable handheld radios totalling N\$116 520.00 (Annexure "A"). Since no financial provision was made to purchase these items, Council is hereby requested to avail N\$116 520.00 in the Anti-Crime Fund Vote.

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

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.

ANNEXURE "A"

Quotation

**RADIO ELECTRONIC (Pty) Ltd**

P.O.Box 670, 17 Fourteenth Road, Walvis Bay, Namibia
Tel No.: 064 - 207483, Fax: 064 - 206916
P.O. Box 90214, 8 Sipres Street, Windhoek, Namibia
Tel No.: 061 - 448000, Fax: 061 - 448001

E-mail: info@re.com.na
Co. Reg No: 2020/0233
VAT Reg No: 00003913015

Quotation No: QU146729
Date: 01/11/2023
Page 1 of 1

MUNICIPALITY SWAKOPMUND

P. O. Box 53
Swakopmund
Namibia

P. O. Box 53
Swakopmund
Namibia

Account	Order No	Delivery Note	Sales Person
MUN01	Quote		Henk Smit

Item Code	Item Description	Qty	Unit	Unit Price	Disc %	Vat	Total (Incl)
M65-5070-2586	MotoTrbo R7 FKP BT Premium VHF Portable	6.00	ea	19420.00	15	198.26	116 520.00

"All quotes are subject to our standard terms & conditions of sale. A copy is available at www.re.com.na or provided on request.
Price and availability are subject to confirmation at time of order placement and acceptance by us and our suppliers."

PLEASE NOTE:

Merchandise and/or Stock will only be released to Cash Customers, once payment is confirmed and cleared in our bank accounts.

Notes:

Banking Details: First National Bank Current Account: 642 7776 1936 Branch Code: 282172
Nedbank Namibia Ltd Current Account: 110 0006 3225 Branch Code: 451809

Received by _____
Date _____
Signed _____

Total (Excl) 101 321.74
Discount 0.00
Tax 15 198.26
Total (Incl) N\$ 116 520.00

11.1.36 **PROPOSED IMPLEMENTATION OF SMART WATER METERS**
(C/M 2023/11/30 - 16/2/1/7/1)

Ordinary Management Committee Meeting of 09 November 2023,
Addendum 10.16 page 151 refers.

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

1. Purpose

The purpose of this submission is to provide feedback to the Management Committee on the pre-paid metering pilot project with MTC as well as present an implementation plan for pre-paid meters in Swakopmund.

2. Background

On **24 May 2022**, Council took a decision at an ordinary meeting under item 11.1.4:

- (a) That Council takes note of the proposal that has been submitted by Messrs Netvend in partnership with Messrs Mobile Telecommunication Company (MTC).
- (b) That Council approves that the recent completed Social Houses and Build Together House be availed for the 10 x pre-paid and 10 x smart pre-paid water meter pilot project.
- (c) That Council approves the Automatic Meter Reading (AMR) bulk water meter pilot project as proposed by Messrs Netvend in partnership with Mobile Telecommunication Company (MTC).
- (d) That the smart pre-paid meters and associated products as presented by Messrs Heat Exchange Products, be procured through the relevant procurement procedure of Public Procurement Act (Act. 15 of 2015) to be installed at remaining completed houses under the Social Housing program and Build Together program.
- (e) That the General Manager: Finance implements a special pre-paid water tariff as well as a debt recovery pre-paid water tariff at a ratio of 70:30 for a trial period of 6 months.

Based on the above decision, Messrs MTC was informed on the 30 June 2022 (**Annexure A**).

However, due to logistical problems, such as delivery of the meters, the pilot project on kicked off in November 2022 and because of the late start, the project was completed in June 2023

3. Pilot Feedback

The pilot project required the installation and monitoring of 10 x pre-paid meters and 10 x smart pre-paid meters over a period of 6 months. The standard pre-paid meters were allocated to 10 recently completed Social Houses and the smart pre-paid meters was to be installed at 10 recently completed Build Together houses.

Unfortunately, Messrs MTC was unable to provide the smart pre-paid meters because there was a delay from the manufacturers

in delivering due to a shortage of some of the components due to the Covid. Below is an extract of the e-mail communication from the manufacturer to MTC.

I hope you're having a great day.

I wanted to provide you with an update on the recent developments regarding your order. We reached out to the manufacturer earlier this week and inquired about the status of the PCBs. They informed us that due to the ongoing silicon shortage caused by the aftermath of Covid, there has been a delay in production. However, we have managed to acquire 200 components, including the one required for your order.

Once the PCBs arrive, we will proceed with programming them and assigning a unique STS number. After this final step, they will be ready for shipment to you.

In the meantime, the 5x PCCTs and 10x water meters you ordered are currently stored in our warehouse, awaiting the completion of the service package. Once all the components are assembled, they will be ready for shipment.

If you have any further questions or concerns, please don't hesitate to reach out. We appreciate your patience and understanding throughout this process.

Based on the above, the pilot project did not commence with the smart pre-paid meter and only focused on the standard pre-paid meters.

The following beneficiaries under the Social Housing program was selected:

Erf No	ID Number	Name & Surname
7397	78012700093	Rauha Paangwashimwe
7436	68080100160	Magdalena Ujerua
7401	73010300735	Sylvia Uiras
7433	70022600515	Reinald Longer
7406	62010301218	Johannes Karob
7424	60103100396	Applonia Kharuchas
7376	64120900061	Marian M Shipanga
7375	72081710153	Issabella Uiras
7491	62121111019	Jonas Andreas
7530	64091800688	Isak Moses

Messrs MTC, through their technical partner Netvend metering solutions, conducted training with the selected beneficiaries, officials from Finance department and officials from the water section of the Engineering and Planning Services department.

Messrs MTC set up an onsite point of sale at the cashier hall at the Municipal Head Office as well as at the Matutura pay-point.

During the pilot period a mobile-chat group was created with the beneficiaries to relay any complications when using the standard pre-paid meter. It can be reported that there were no major problems reported, the system was understood and accepted by the beneficiaries.

However, even though the beneficiaries accepted and understood the system, the performance of the meter could not be analysed due to the short time that the meter was in operation. It is important to also analyse the performance of the meter because it will give an indication that the meter will last for the required 10 years, as required by the standards of the industry.

4. Industry Standards and Procurement Act

The General Manager: Engineering and Planning Services attended a *"Reforming Water Management through Pre-Paid Meters Systems"* symposium which was held on 20 June 2023.

The Symposium attracted various Local Authorities and had speakers from the industry that deals with the development of the pre-paid systems and metering, specifically in the water utility space.

At this Symposium, one of the major elements that was raised is that there are a number of pre-paid metering systems on the market, but clients will need to consider quality over price. This means that there are a lot of meters that present an "cheap" price but this because of the material, internal system to measure the water flow and the life span.

According to the leading experts, a water meter will need to operate for a period of 10 years and this is normally not met because the water meter is not designed and tested in the environment conditions where this meter will be installed and the biggest mistake that clients experience is that they purchase, what they consider economical (cheap) but then the meter does not perform and does not last the full 10 years.

Regarding the Procurement Act, unfortunately the procurement of meters and services will require to follow the Public Procurement Act 15 of 2018 as amended. The MOU that was signed with MTC does not exempt the Council from following the Public Procurement Act and that there is a number service providers will also not justify selecting only one supplier. Therefore, the action that was taken was to draft a procurement document to procure pre-paid meters and system support from a service provider which will meet the requirements and industry standards as listed in the procurement document.

5. Implementation Plan

The request for domestic pre-paid water meters to private properties of residents has increased over past couple of years. The reason behind this increasing request was driven by residents under the understanding that the cost for pre-paid water will be cheaper than the conventional post-paid water. That being said, pre-paid water system gives consumers:

- *the opportunity to monitor their consumption and react immediately to possible leaks, thereby saving money,*
- *the opportunity to track usage, load credit remotely, and decrease the possibility of bill shock due to leakages or incorrect monitoring,*
- *the opportunity to make payment in smaller, frequent increments. This prevents their falling into debt, which can compound in a post-paid arrangement.*

Unfortunately, the understanding that the cost for pre-paid water will be cheaper than post-paid is a myth. The cost for water of the

two systems will be the same, however, there will be a difference in cost for using either the post-paid meter or the pre-paid meter. This cost will be for the type of meter that will be used.

The cost for a pre-paid meter can amount to a once of payment of N\$4 000.00 (this cost can vary depending on the meter brand that is used by the Council) which can be double the cost of a postpaid water meter. Therefore, due to the cost implication of a pre-paid meter, it is advised that a resident interested in the pre-paid metering system will need to pay in full for the meter before such a meter is installed, however, this might be difficult considering that a Local Authority wants to implement the pre-paid metering system to reduce or curb debt owed by residents to the Local Authority.

Therefore, Council will need to consider a down payment arrangement, whereby a portion of the cost of the pre-paid meter is added to the water tariff and the resident will pay off the pre-paid meter as they purchase credit for their water need.

Taking the above into consideration, namely cost of the meter and who the target residents to benefit from this meter. It is proposed for Council to consider the following criteria,

- (i) *That priority be set for residents that are in debt, but apply the 70:30 debt recovery ratio as per Council decision of 24 May 2022 under item 11.1.4 point (j).*
- (ii) *That pensioners be given second priority, after residents with debt, to apply for the pre-paid water meter system.*
- (iii) *That those residents that fall outside of the group of residents that owe on their municipal account and are not pensioners, should be considered once residents with debt and pensioners have been satisfied.*

6. Conclusion

The requirement to implement a pre-paid water metering system is validated as it can benefit both the residents and the Council through improving water management during this critical time of the economy as well as water security.

However, the roll out of pre-paid water meters will need to be controlled or rolled out in phases to ensure that Council does not incur cost that cannot be covered by their internal financial systems or recovered through the payment method that is used when a pre-paid meter is allocated to a resident.

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

RECOMMENDED:

- (a) **That Council takes note of the report on the pre-paid pilot project.**
- (b) **That Council approves the implementation proposal that priority shall be given to, residents that are in debt, but also applying the debt recovery ratio of 70:30 as decided by Council on 24 May 2023 under item 11.1.4, point (j).**

- (c) That Council approves the implementation proposal that after priority in point (b) is satisfied, that pensioners that want to move from the standard postpaid water metering system to pre-paid water metering system be second priority.
 - (d) That Council approves the implementation proposal that after priority in point (b) and (c) is satisfied, that residents that want to move from the standard postpaid water metering system to pre-paid water metering system be considered.
 - (e) That all residents listed in point (b), (c) and (d), to pay the full amount of the pre-paid water meter, before any installations and changes to their municipal accounts are to be made.
 - (f) That the General Manager: Finance submits a new water tariff for the domestic pre-paid water metering system.
-



MUNICIPALITY OF SWAKOPMUND

ANNEXURE A
 (064) 4104125
 Fax/Email: 0886519137
 63 Swakopmund
 NAMIBIA
www.swkmun.com.na
townengineer@swkmun.com.na

Ref No: 16/2/1/7/1

Enquiries: C McClune

30 June 2022

Dr. Licky Erastus
 Managing Director
 Mobile Telecommunication Company LTD
 Cnr. Mosè Tjitendero & Hamutenya Wanahepo Ndadi Str
 Olympia
 Windhoek

NNtelamo.mtc.com.na

Dear Sir

PROPOSED IMPLEMENTATION OF SMART WATER METERS

The Memorandum of Understanding signed on 20 August 2021, Between Council and your esteemed organisation, Mobile Telecommunications Company (MTC), bears reference.

With this communiqué, we would like to inform you of Council's resolution on the proposed Smart water meters by Messrs Netvand in partnership with Mobile Telecommunication Company (MTC).

For your recollection Article 2, Areas of cooperation, paragraph 2.3, of the MOU reads ***"To jointly develop Smart Home Connectivity products for COUNCIL'S clients/consumers via Smart Meters (such as pre/post-paid water meters) and Smart CPE's."***

As part of this agreement, Messrs Netvand in partnership with MTC submitted a proposal to pilot three (3) projects on a trial period. These projects were namely:

- i) Automatic Meter reading and Monitoring for Bulk Sectoral Flow Meters,
- ii) Standard STS prepaid water metering
- iii) Smart STS prepaid/post water metering.

The proposal was tabled on the 24th of May 2022 and Council resolved on the matter as follows:

11.1.4 PROPOSED IMPLEMENTATION OF SMART WATER METERS

(C/M 2022/05/24 - 16/2/1/7/1)

RESOLVED:

(a) That Council takes note of the proposal that has been submitted by Messrs Netvand in partnership with Messrs Mobile Telecommunication Company (MTC).

(b) That Council approves that the recent completed Social Houses and Build

All correspondence must be addressed to Chief Executive Officer

Together House be availed for the 10 x pre[1]paid and 10 x smart pre-paid water meter pilot project.

(c) That Council approves the Automatic Meter Reading (AMR) bulk water meter pilot project as proposed by Messrs Netvend in partnership with Mobile Telecommunication Company (MTC).

(d)

(e)

In Closure, allow me to add that we are eager to commence with the implementation of the Smart water meters and are looking forward to hearing from you.

Should you have any further queries, please do not hesitate to contact the General Manager: Engineering and Planning Services, Mr. C. McClune, at telephone number (064) 410 4400 or email: townengineer@swkmun.com.na.

Yours faithfully,



C McClune

GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES

CCM/jg

cc

Chief Executive Officer

