

Municipality of Swakopmund

AGENDA

PART 1

ORDINARY COUNCIL MEETING

ON

TUESDAY

08 OCTOBER 2024

19:00





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Ref No 5/2/1/1/2

Enquiries: Aloysia Kahuika

02 October 2024

The Chairperson and Members
of the Management Committee
Municipality of SWAKOPMUND

Dear Sir / Madam_

NOTICE: ORDINARY COUNCIL MEETING

Notice is hereby given in terms of Section 24 (1) of the Local Authorities Act of 1992, Act 23 of 1992 as amended, of a **ORDINARY COUNCIL MEETING** to be held:

DATE : **TUESDAY, 08 OCTOBER 2024**

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

TIME : **19:00**


HELLAO INARUSEB
CHIEF EXECUTIVE OFFICER (ACTING)
Ak/



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

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

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4. **CONFIRMATION OF MINUTES OF THE PREVIOUS MEETING OF COUNCIL**
(C/M 2024/10/08 - 5/2/1/1/2)

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

None.

6. **PETITIONS**

None.

7. **MOTIONS OF MEMBERS**

None.

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

None.

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

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

None.

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

None.

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MINUTES

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Tuesday, 03 September 2024 at 19:00.**

PRESENT:

- Councillor D Namubes : Mayor
- Councillor D Am-!Gabeb : Deputy Mayor
- Councillor B R !Goraseb : Chairperson of MC
- Councillor W O Groenewald : Alternate Chairperson of the Management Committee
- Councillor P Shimhanda : Member of the Management Committee
- Councillor C-W Goldbeck : Alternate Member of the Management Committee
- Councillor E Shitana : Member of Council

OFFICIALS:

- Mr C McClune : Chief Executive Officer (Acting)
- Mr M Haingura : General Manager of Corporate Services & HC
- Mr V S Kaulinge : General Manager of Economic Development Services
- Mr H !Naruseb : General Manager of Finance
- Ms L N Mutenda : General Manager of Health Services and SWM
- Mr U Tjjurutue : Corporate Officer of Administration
- Ms A Kahuika : Administration Officer of Administration

ALSO PRESENT:

Four (4) members of the public and the Junior Town Council.

1. OPENING BY PRAYER

..... opened the meeting with scripture reading and prayer.

2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL

(C/M 2024/09/03 - 5/2/1/1/2)

On the proposal of Councillor P Shimhanda seconded by Councillor C-W Goldbeck, it was:

RESOLVED:

That the agenda be adopted.

<p>M:CS GM: CS&HC</p>

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

3.1 Application for leave of absence:

Councillor M Henrichsen	:	Approved
Councillor S M Kautondokwa	:	Approved
Councillor H H Nghidipaya	:	Approved

3.2 Declaration of interest:

None.

4. **CONFIRMATION OF MINUTES**

(C/M 2024/09/03 - 5/2/1/1/2)

4.1 **MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 08 AUGUST 2024**

(C/M 2024/09/03 - 5/2/1/1/2)

On the proposal of Councillor P Shimhanda seconded by Councillor C-W Goldbeck, it was:

RESOLVED:

M:CS GM: CS&HC

That the minutes of the Ordinary Council Meeting held on 08 August 2024, be confirmed as correct.

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

None.

6. **PETITIONS**

None.

7. **MOTIONS OF MEMBERS**

None.

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

None.

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

(C/M 2024/09/03 - 5/5/2)

Honourable Councilors, The Chief Executive Officer, Mr. Alfeus Benjamin, General managers, Managers and officials of Council, Pastor, Members of the Junior Town Council, Members of the community, Members of the media, Ladies and gentlemen

Good evening once again.

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On behalf of Council, I am pleased to provide an update on the activities for the month of August.

First and foremost, I wish to express my sincere apologies for the change in our meeting dates. In the same vein, I wish to thank our community members who continuously make time to be part of our meetings.

Honourable Councillors, Ladies and gentlemen

1. Youth Development

On the 27th of September 2024, the Junior Town Council hosted their annual inauguration ceremony where they welcomed new members.

During this ceremony, the executive positions were announced, and the outgoing Councillors presented their report on the various projects and activities undertaken during their tenure.

I am therefore pleased to announce the new executive positions as follow:

Secretary: Charlene Kapumbone
 Treasurer: Shakira Willemse
 Public Relations Officer: Franco April
 Deputy Junior Mayor: Diego Nuyoma
 Junior Mayor: Indila Abraham

Honourable Councillors,

At this occasion, I was truly impressed by the youth as they are indeed remarkable. We have a group of capable youth who have so much potential. I therefore implore you to support their initiatives and mentor them as they take their leadership roles.

2. Safety and security

I am pleased to announce that on the 23rd of August, the Namibian Reserve Force arrived in Swakopmund to assist in combating crime. This initiative is part of our ongoing efforts to address the high crime rates in the area. Crime remains a significant concern for our community, affecting the safety and well-being of our residents.

3. Community projects

As part of our community engagement and assist our senior citizens, we hosted the elderly market day on the 31st of August 2024, where senior citizens were allowed to trade their home-made goods and products.

The objective was to assist the elderly to make additional income in order to subsidize their income streams. It provides senior citizens with an opportunity to earn additional income, helping them to supplement their pensions or savings, which may be limited. This financial boost can enhance their quality of life and provide more economic security.

As we all know, many seniors possess valuable skills and experience gained over a lifetime. Therefore, we believed that it was befitting to host an entrepreneurial day which allowed them to utilize these skills in productive ways, fostering a sense of purpose and accomplishment.

Ladies and gentlemen

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On a sad note, we experienced two separate fires during this month, affecting a total of more than 10 victims. It is indeed disheartening when our community members lose out their valuable items.

However, I must commend the valuable assistance from stakeholders such as the Swakop Uranium who donated 800 blankets and twelve food parcels. The rest of the items will further be distributed to the fire victims and those in need.

At this juncture, I wish to advise our community members to take the necessary precautions to avoid fire outbreaks.

Honourable Councillors

Other events attended by the Office of the Mayor include:

The networking lunch with Nedbank which was hosted in Walvis Bay.
State of the Region Address by the Governor.

We also had a discussion on a possible MOU between our Municipality and the city of Fuzhou from China.

We also held a meeting with the Tanzanian embassy for possible collaboration between the City of Zanzibar and the Municipality of Swakopmund.

The purpose of these Memorandum of Understandings (MOU) are to establish a formal agreement between two or more parties that outlines the terms and details of their mutual understanding or collaboration. Through this, we hope that to benchmark and learn best practices to continue delivering excellent services to our residents.

Ladies and gentlemen

We will now move on with the agenda and the deliberations. I wish to request with that said, may we move on to the agenda points.

Thank you for your attention, and I look forward to our continued collaboration.

MAYOR

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

10.1 **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING AUGUST 2024**

(C/M 2024/09/03 - 5/2/1/1/2)

RESOLVED:

M:CS
GM: CS&HC

That the report to Council on the resolutions taken by Management Committee meetings held on 14 August 2024 be noted.

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11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING AUGUST 2024**

11.1.1 **THE NAMING OF STREETS, PUBLIC PLACES, NATURAL AREA, AND COUNCIL-OWNED BUILDINGS/FACILITIES ADVISORY COMMITTEE OF SWAKOPMUND**
(C/M 2024/09/03 - 11/1/4/28, 16/1/4/1/5)

RESOLVED:

GM:EPS

That point (g) of Council Resolution C/M 2024/04/30 -11/1/4/28, 16/1/4/1/5 be revoked and be replaced with the following:

That the application by Mr. E Kadhila for the renaming of "Independence Street" be turned down in terms of the Naming of Street, Public Places, Natural Area and Council-owned Buildings / Facilities Advisory Committee guidelines that state that "the names of living persons be avoided" and that future requests of a similar nature be responded to by the General Manager: Engineering and Planning Services in accordance with the provisions of the guidelines without being referred to the Naming Committee.

11.1.2 **DETERMINATION OF THE SIZE OF THE PORTION OF ERF 2747, SWAKOPMUND FOR SALE AND EXCHANGE BY THE ESTATE OF LATE VAN BILJON**

(C/M 2024/09/03 - E 384, RE/ ERF 2747)

RESOLVED:M:HP
GM:EPS
GM: CS&HC

- (a) That Council takes note of the size of the portion that is being exchanged measuring approximately 123m² of portion of Re/Erf 2747, Swakopmund equal in size to Erf 384, Swakopmund.
- (b) That Council approves the sale of a portion of Re/Erf 2747, Swakopmund measuring approximately 122m² to the Estate Late Van Biljon and be consolidated with Erf 384, Swakopmund.
- (d) That the total area measuring approximately 245m² (123m² for exchange plus 122m² for sale) of Re/Erf 2747, Swakopmund be consolidated with Erf 384, Swakopmund.
- (e) That a valuation be obtained from the Council's valuator to determine the purchase price.
- (f) That upon approval of the purchase price, the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), Urban and Regional Planning Act, (Act 5 of 2018) and the Environmental Management Act, (Act 7 of 2007) respectively be dealt with successfully.
- (g) That the Estate Late A J L Van Biljon appoints a town planner at their cost to attend to the statutory processes (i.e. subdivision, consolidation, and EIA if applicable).
- (h) That all costs relating to the transaction and statutory processes be for the applicant, such as (but not limited to) the advertising of the sale, consolidation, EIA, the appointment of the land surveyor and the payment of the transfer costs.
- (i) That the following standard conditions be applicable:
 - (i) *The purchaser accepts that no rights will accrue to him from the Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*

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11.1.3

ECOBOND SERVICES NAMIBIA CC: LAND FOR A DRYPORT - CANCELLATION OF TRANSACTION

(C/M 2024/09/03 - 16/1/4/2/1/13)

M:HP
GM:EPS
GM: CS&HC

RESOLVED:

- (a) That Council takes note that Ecobond Services Namibia CC did not provide a report by the due date of 04 July 2024 as per the Council decision passed on 04 June 2024 under item 11.1.21; indicating the progress and anticipated completion of each aspect of the development approved by Council on 27 February 2020 under item 11.1.2, specifically in terms of points (h)(i) and (i).
- (b) That Council confirms the allocation of the portion of land for which no signed agreement is in place, revoking the resolutions listed below:
- (i) 22 November 2018 under item 11.1.37
(ii) 28 July 20-19 under item 11.1.1
(iii) 27 February 2020 under item 11.1.2
(iv) 04 June 2024 under item 11.1.21
- (c) That the Council proceeds with the subdivision of the portion of land indicated as "13 on the attached structure plan map (Annexure "B", on file); whereafter an upset price be determined and the portion of land be offered for sale by a closed bid for a purpose/usage in line with the ezone marked "P".

11.1.4

49/49 (CREDIT-LINK) HOUSING PROJECT: DONATION OF ERF 1104, MATUTURA, EXTENSION 6 BACK TO COUNCIL - MR ANDREAS FILLIPUS

(C/M 2024/09/03 - E 1104 M)

M: HP
GM:F
GM: CS&HC

RESOLVED:

- (a) That Mr Phillipus be requested to donate Erf 1104, Matutura, Ext 6 back to Council as he is in breach of clause 2.1.3 of the Deed of Donation:
- "The Beneficiary shall at his/her costs improve the Property with a residential dwelling approved by the Council, to be completed within 18 (eighteen) months from the date of the Property being transferred to the Beneficiary..."*
- (b) That Mr Phillipus be informed to donate Erf 1104, Matutura back, Extension 6 back to the Council.
- (c) That a valuation be conducted to determine the amount to be compensated to Mr Phillipus per section 67(b) of the Local Authorities Act, Act 23 of 1992.
- (d) That Erf 1104, Matutura, Extension 6 be allocated to the next qualifying beneficiary on the Master Waiting List (MWL), should the Council approve point (a) above.
- (e) That should Mr Phillipus fail or refuse to donate Erf 1104, Matutura, Extension 6 back to Council, legal action be taken to restore Council's ownership.

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11.1.5

ERF 7891. EXTENSION 29, SWAKOPMUND: TRANSFER OF LEASE AND OFFER TO PURCHASE FROM EAGLE CHRISTIAN CENTRE TO THE JOINT COMPASSION KEEPERS (JCK)

(C/M 2024/09/03 - E 7891)

M: HP GM: CS&HC

RESOLVED:

- (a) That the Council takes note of the cancellation of the lease agreement by Eagle Christian Centre for the use of Erf 7891, Extension 29, Swakopmund and cede the lease and offer to purchase the subject erf to Joint Compassion Keepers.
- (b) That the Council accepts the application by Joint Compassion Keepers to purchase Erf 7891, Extension 29, Swakopmund to proceed with the provision of church and related community activities.
- (c) That the sale be subject to standard conditions of sale in terms of Council's Property Policy for the sale of land to welfare organisations be applicable to the sale.
- (d) That the purchase price for Erf 7891, Extension 29, Swakopmund be approved at NS124 562.50 (calculated at NS62.50 / m² x 1 993m²) (NS125.00 x 50% = NS62.50).
- (e) That the Council approves the interim lease of Erf 7891, Extension 29, Swakopmund on the same terms, i.e. at no charge until the transfer of ownership is concluded and the lease period will terminate upon transfer of the erf.
- (f) That Joint Compassion Keeper pays a deposit of NS10 000.00 to cover the cost of publication in terms of the Local Authorities Act, Act 23 of 1992 (as amended).
- (g) That the Council takes note that the entity Joint Compassion Keepers was the original applicant for the erf and that they continue with their church-related project as an education and soup kitchen project.

11.1.6

POSSIBLE TWINNING COOPERATION BETWEEN FREIBERG, GERMANY AND THE MUNICIPALITY OF SWAKOPMUND

(C/M 2024/09/03 - 5/2/4/5)

M:CS ALL GMs GM: CS&HC

RESOLVED:

- (a) That the letter from His Worship Lord Mayor of the City of Freiberg, Councillor Sven Kruger be noted.
- (b) That Council accept the request for partnership with the City of Freiberg.
- (c) That two parties (Cities) prepare a draft Memorandum of Understanding that will be approved and signed on a date and place agreed upon by both parties.
- (d) That the Memorandum of Understanding includes the following focus area:
 - *Education, Youth and Cultural Programmes*
 - *Economic Development and Tourism*
 - *Water and Waste Management*
 - *Sustainable Urban Development*
 - *Public Transportation System*

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- (e) That it be noted that the discussion between the two parties might generate other projects or areas for the cooperation, and not necessarily focus on the areas mentioned in (d) above.

11.1.7

TOWNSHIP ESTABLISHMENT ON PORTION 176 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41

(C/M 2024/09/03 - 16/1/4/1/4)

RESOLVED:

GM: EPS

- (a) That the Need and Desirability for the township establishment on Portion 176, Swakopmund be approved.
- (b) That approval be granted for the application to be made in terms of Section 63, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the establishment of "Salina" township on Portion 176, Swakopmund as shown on the attached subdivisional layout plan.
- (c) That the subdivisional township layout plan and its zonings shown on the layout plan tabled at the meeting be approved.
- (d) That "business and industrial" erven in "Salina" township be assigned a bulk zoning of 2.0.
- (e) That the conditions of Establishment be as follows:
- (i) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":*
- The erf must only be used or occupied for purposes which are in accordance with and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act (Act 5 of 2018).*
- (ii) *The following conditions shall be registered against the title deeds of "Industrial" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) time (equal) the municipal valuation of the erf.*
- (iii) *The following conditions shall be registered against the title deeds of "Business" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf.*
- (f) That the General Manager of the Engineering and Planning Services Department proceed with the necessary statutory processes to have the "Salina" township established.
- (g) That the General Manager of the Engineering and Planning Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary, and
- (h) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27-16/1/4/2/1/14.

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11.1.8

**TOWNSHIP ESTABLISHMENT ON PORTION 175 (A PORTION OF PORTION B)
OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41**

(C/M 2024/09/03 - 16/1/4/1/4)

RESOLVED:

GM: EPS

- (a) That the Need and Desirability for the township establishment on Portion 175, Swakopmund be approved.
- (b) That approval be granted for the application to be made in terms of Section 63, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the establishment of "Prestige Valley" township on Portion 175, Swakopmund as shown on the attached subdivisional layout plan.
- (c) That the subdivisional township layout plan and its zonings shown on the layout plan tabled at the meeting be approved.
- (d) That a density zoning of 1:100m² be allocated for "General Residential" erven in "Prestige Valley" township.
- (e) That "business" erven in "Prestige Valley" township be assigned a bulk zoning of 2.0.
- (f) That the conditions of Establishment be as follows:
- (i) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":*
- The erf must only be used or occupied for purposes which are in accordance with and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act (Act 5 of 2018).*
- (ii) *The following conditions shall be registered against the title deeds of "General Residential" and "Business" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;*
- (g) That the General Manager Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley" established;
- (h) That the General Manager Engineering and Planning Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary, and
- (i) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.

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11.1.9

**TOWNSHIP ESTABLISHMENT ON PORTION 170 (A PORTION OF PORTION B)
OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41**
(C/M 2024/09/03 - 16/1/4/1/4)

RESOLVED:

GM: EPS

- (a) That the Need and Desirability for the township establishment on Portion 170, Swakopmund be approved.
- (b) That approval be granted for the application to be made in terms of Section 63, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the establishment of "Prestige Valley Extension 1" on Portion 170, Swakopmund as shown on the attached subdivisional layout plan.
- (c) That the subdivisional township layout plan and its zonings shown on the layout plan tabled at the meeting be approved.
- (d) That the "Residential" erven in "Prestige Valley Extension 1" be designated for settlement of high-income households at a density zoning of 1:600m².
- (e) That a density zoning of 1:250m² be allocated for "General Residential" erven in "Prestige Valley Extension 1".
- (f) That "business" erven in "Prestige Valley Extension 1" be assigned a bulk zoning of 1.0.
- (g) That the conditions of Establishment be as follows:
- (i) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":*
- The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*
- (ii) *The following conditions shall be registered against the title deeds of "Residential" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;*
- (iii) *The following conditions shall be registered against the title deeds of "Institutional" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf;*
- (iv) *The following conditions shall be registered against the title deeds of "General Residential" and "Business" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;*
- (h) That the General Manager of the Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 1" established.
- (i) That the General Manager of the Engineering and Planning Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions, or meet the Urban and Regional Planning Board requirements should it be necessary, and
- (j) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.

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11.1.10

**TOWNSHIP ESTABLISHMENT ON PORTION 172 (A PORTION OF PORTION B)
OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41**

(C/M 2024/09/03 - 16/1/4/1/4)

RESOLVED:

GM: EPS

- (a) That the Need and Desirability for the township establishment on Portion 172, Swakopmund be approved.
- (b) That approval be granted for the application to be made in terms of Section 63, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the establishment of "Prestige Valley Extension 3" on Portion 172, Swakopmund as shown on the attached subdivisional layout plan.
- (c) That the subdivisional township layout plan and its zonings shown on the layout plan tabled at the meeting be approved.
- (d) That the "Residential" erven in "Prestige Valley Extension 3" be designated for settlement of middle-income households at a density zoning of 1:300m².
- (e) That a density zoning of 1:250m² be allocated to the one "General Residential" erf in "Prestige Valley Extension 3".
- (f) That the "business" and "office" erven in "Prestige Valley Extension 3" be assigned a bulk zoning of 1.0.
- (g) That the conditions of Establishment be as follows:
- (i) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":*
- The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*
- (ii) *The following conditions shall be registered against the title deeds of "Residential" and zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;*
- (iii) *The following conditions shall be registered against the title deeds of "Institutional" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf;*
- (iv) *The following conditions shall be registered against the title deeds of "General Residential", "Office" and "Business" zoned erven:*

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The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;

- (h) That the General Manager Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 3" established;
- (i) That the General Manager Engineering and Planning Services be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary.
- (j) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.

11.1.11

TOWNSHIP ESTABLISHMENT ON PORTION 173 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41

(C/M 2024/09/03 - 16/1/4/1/4)

RESOLVED:

GM: EPS

- (a) That the Need and Desirability for the township establishment on Portion 173, Swakopmund be approved.
- (b) That approval be granted for the application to be made in terms of Section 63, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the establishment of "Prestige Valley Extension 6" on Portion 173, Swakopmund as shown on the attached subdivisional layout plan.
- (c) That the subdivisional township layout plan and its zonings shown on the layout plan tabled at the meeting be approved.
- (d) That the "residential" erven in "Prestige Valley Extension 6" be designated for settlement of low-income households at a density zoning of 1:300m².
- (e) That "business" erven in "Prestige Valley Extension 6" be assigned a bulk zoning of 1.0.
- (f) That the conditions of Establishment be as follows:
 - (i) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":*

The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).
 - (ii) *The following conditions shall be registered against the title deeds of "Residential" zoned erven.*

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The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least two (2) times the municipal valuation of the erf.

- (iii) *The following conditions shall be registered against the title deeds of "Institutional" zoned erven.*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf.

- (iv) *The following conditions shall be registered against the title deeds of "Business" zoned erven.*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf.

- (g) That the General Manager Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 6" established.
- (h) That the General Manager Engineering and Planning Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary.
- (i) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.

11.1.12

SUBDIVISION OF PORTION 174 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41 INTO PORTION 188 AND REMAINDER AND TOWNSHIP ESTABLISHMENT ON THE REMAINDER OF PORTION 174, SWAKOPMUND AND PORTION 188, SWAKOPMUND

(C/M 2024/09/03 - 16/1/4/1/4)

RESOLVED:

GM: EPS

- (a) That Portion 174, Swakopmund be subdivided into Portion 188 and Remainder.
- (b) That the Need and Desirability for the township establishments on the Remainder of Portion 174, Swakopmund, and on Portion 188, Swakopmund be approved.
- (c) That approval be granted for the application to be made in terms of Section 63, 87, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the subdivision of Portion 174, Swakopmund into Portion 188 and Remainder and the establishment of "Prestige Valley Extension 4" on the Remainder of Portion 174, Swakopmund and "Prestige Valley Extension 5" on Portion 188, Swakopmund as shown on the attached subdivisional layout plans.
- (d) That the subdivisional township layout plans and their zonings shown on the layout plans tabled at the meeting be approved.

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- (e) That the "residential" erven in "Prestige Valley Extension 4" and in "Prestige Valley Extension 5" be designated for settlement of low-income households at a density zoning of 1:300m².
- (f) That a density zoning of 1:100m² be allocated for "general residential" erven in "Prestige Valley Extension 4" and in "Prestige Valley Extension 5".
- (g) That "business" erven in "Prestige Valley Extension 4" and in "Prestige Valley Extension 5" be assigned a bulk zoning of 1.0.
- (h) That the conditions of Establishment for both townships be as follows:

- (i) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority".*

The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).

- (ii) *The following conditions shall be registered against the title deeds of "Residential" and zoned erven.*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least two (2) times the municipal valuation of the erf.

- (iii) *The following conditions shall be registered against the title deeds of "Institutional" zoned erven.*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf.

- (iv) *The following conditions shall be registered against the title deeds of "General Residential" and "Business" zoned erven.*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf.

- (i) That the General Manager of the Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 4" and "Prestige Valley Extension 5" established.
- (j) That the General Manager of Engineering and Planning Services Department be authorized to make minor changes to the layouts, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary.
- (k) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.

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11.1.13

TOWNSHIP ESTABLISHMENT ON PORTION 168 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41
(C/M 2024/09/03 - 16/1/4/1/4)

RESOLVED:

GM: EPS

- (a) That the Need and Desirability for the township establishment on Portion 168, Swakopmund be approved.
- (b) That approval be granted for the application to be made in terms of Section 63, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the establishment of "Prestige Valley Extension 7" on Portion 168, Swakopmund as shown on the attached subdivisional layout plan.
- (c) That the subdivisional township layout plan and its zonings shown on the layout plan tabled at the meeting be approved.
- (d) That the "residential" erven in "Prestige Valley Extension 7" be designated for settlement of middle-income households at a density zoning of 1:300m²;
- (e) That a density zoning of 1:250m² be allocated for "General Residential" erven in "Prestige Valley Extension 7".
- (f) That "Business" erven in "Prestige Valley Extension 7" be assigned a bulk zoning of 1.0.
- (g) That the conditions of Establishment be as follows:
- (i) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":*
- The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*
- (ii) *The following conditions shall be registered against the title deeds of "Residential" and zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least three (3) times the municipal valuation of the erf.*
- (iii) *The following conditions shall be registered against the title deeds of "Institutional" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf.*
- (iv) *The following conditions shall be registered against the title deeds of "General Residential" and "Business" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf.*

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- (h) That the General Manager Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 7" established.
- (i) That the General Manager Engineering and Planning Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary.
- (j) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.

11.1.14

SUBDIVISION OF PORTION 169, SWAKOPMUND (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41 INTO PORTION 187 AND REMAINDER AND TOWNSHIP ESTABLISHMENT ON THE REMAINDER OF PORTION 169, SWAKOPMUND AND PORTION 187, SWAKOPMUND

(C/M 2024/09/03 - 16/1/4/1/4)

RESOLVED:

GM: EPS

- (a) That Portion 169, Swakopmund be subdivided into Portion 187, and Remainder.
- (b) That the Need and Desirability for the township establishment on the Remainder of Portion 169, Swakopmund and Portion 187, Swakopmund be approved.
- (c) That approval be granted for the application to be made in terms of Section 63, 87, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 8 of 2018) for the subdivision of Portion 169, Swakopmund into Portion 187, and Remainder and the establishment of "Prestige Valley Extension 8" and "Prestige Valley Extension 9", on the Remainder of Portion 169, Swakopmund and on Portion 187, respectively, respectively; as shown on the attached subdivisional layout plans.
- (d) That the subdivisional township layout plans and their zonings shown on the layout plans tabled at the meeting be approved.
- (e) That the "residential" erven in "Prestige Valley Extension 8" and "Prestige Valley Extension 9", be designated for settlement of low-income households at a density zoning of 1:300m².
- (f) That a density zoning of 1:100m² be allocated for "general residential" erven in Prestige Valley Extension 8" and "Prestige Valley Extension 9".
- (g) That "business" erven in Prestige Valley Extension 8" and "Prestige Valley Extension 9" be assigned a bulk zoning of 1.0.
- (h) That the conditions of Establishment be as follows:
 - (i) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":*

The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times

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be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).

- (ii) *The following conditions shall be registered against the title deeds of "Residential" and zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least two (2) times the municipal valuation of the erf;

- (iii) *The following conditions shall be registered against the title deeds of "Institutional" zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf;

- (iv) *The following conditions shall be registered against the title deeds of "General Residential" and "Business" zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;

- (i) That the General Manager Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 8" and "Prestige Valley Extension 9" established.
- (j) That the General Manager of Engineering and Planning Services Department be authorized to make minor changes to the layouts, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary, and
- (k) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.

11.1.15

TOWNSHIP ESTABLISHMENT ON PORTION 167 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41

(C/M 2024/09/03 - 16/1/4/1/4)

RESOLVED:

GM: EPS

- (a) That the Need and Desirability for the township establishment on Portion 167, Swakopmund be approved.
- (b) That approval be granted for the application to be made in terms of Section 63, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the establishment of "Prestige Valley Extension 10" on Portion 167, Swakopmund as shown on the attached subdivisinal layout plan.
- (c) That the subdivisinal township layout plan and its zonings shown on the layout plan tabled at the meeting be approved.
- (d) That the "residential" erven in "Prestige Valley Extension 10" be designated for settlement of Middle-income households at a density zoning of 1:300m².

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- (e) That a density zoning of 1:250m² be allocated for the "general residential" erven in "Prestige Valley extension 10".
- (f) That "business" erven in "Prestige Valley Extension 10" be assigned a bulk zoning of 1.0.
- (g) That the conditions of Establishment be as follows:
- (i) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":*
- The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*
- (ii) *The following conditions shall be registered against the title deeds of "Residential" and zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least three (3) times the municipal valuation of the erf;*
- (iii) *The following conditions shall be registered against the title deeds of "Institutional" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf;*
- (iv) *The following conditions shall be registered against the title deeds of "General Residential" and "Business" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;*
- (h) That the General Manager Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 10" established.
- (i) That the General Manager Engineering and Planning Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary.
- (j) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.
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11.1.16

SUBDIVISION OF PORTION 166 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41 INTO PORTION 186 AND REMAINDER AND TOWNSHIP ESTABLISHMENT ON THE REMAINDER OF PORTION 166, SWAKOPMUND AND PORTION 186, SWAKOPMUND
(C/M 2024/09/03 - 16/1/4/1/4)

RESOLVED:

GM: EPS

- (a) That the subdivision of Portion 166, Swakopmund into Portion 186 and Remainder be approved.
- (b) That the Need and Desirability for the township establishment on the Remainder of Portion 166, Swakopmund and Portion 186, Swakopmund be approved.
- (c) That approval be granted for the application to be made in terms of Section 63, 87, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the subdivision of Portion 166, Swakopmund into Portion 186 and Remainder of Portion 166, Swakopmund and the establishment of "Prestige Valley Extension 11" and "Prestige Valley Extension 12" on the Remainder of Portion 166, Swakopmund and Portion 186, Swakopmund, respectively, as shown on the attached subdivisional layout plans.
- (d) That the subdivisional township layout plans and their zonings shown on the layout plans tabled at the meeting be approved.
- (e) That the "residential" erven in "Prestige Valley Extension 11" and "Prestige Valley Extension 12" be designated for settlement of low-income households at a density zoning of 1:300m².
- (f) That a density zoning of 1:100m² be allocated for "general residential" erven in "Prestige Valley Extension 11" and "Prestige Valley Extension 12".
- (g) That "business" erven in "Prestige Valley Extension 11" and "Prestige Valley Extension 12" be assigned a bulk zoning of 1.0;
- (h) That the conditions of Establishment be as follows:
- (i) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":*
- The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*
- (ii) *The following conditions shall be registered against the title deeds of "Residential" and zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least two (2) times the municipal valuation of the erf;*
- (iii) *The following conditions shall be registered against the title deeds of "Institutional" zoned erven:*

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The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf;

- (iv) *The following conditions shall be registered against the title deeds of "General Residential" and "Business" zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;

- (i) That the General Manager of the Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 11" and "Prestige Valley Extension 12" established.
- (j) That the General Manager of the Engineering and Planning Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary.
- (k) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.

11.1.17

SUBDIVISION OF PORTION 165 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41 INTO PORTION 185 AND REMAINDER AND TOWNSHIP ESTABLISHMENTS ON THE REMAINDER OF PORTION 165, SWAKOPMUND AND PORTION 185, SWAKOPMUND

(C/M 2024/09/03 - 16/1/4/1/4)

RESOLVED:

GM: EPS

- (a) That Portion 165, Swakopmund be subdivided into Portion 185, and Remainder Portion 165, Swakopmund.
- (b) That the Need and Desirability for the township establishments on the Remainder of Portion 165, Swakopmund, and Portion 185, Swakopmund be approved.
- (c) That approval be granted for the application to be made in terms of Section 63, 87, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the subdivision of Portion 165, Swakopmund into Portion 185, and Remainder Portion 165, Swakopmund, and the establishment "Prestige Valley Extension 13" and "Prestige Valley Extension 14", on the Remainder of Portion 165, Swakopmund and on Portion 185, Swakopmund, respectively; as shown on the attached subdivisional layout plans.
- (d) That the subdivisional township layout plans and their zonings shown on the layout plans tabled at the meeting be approved.
- (e) That the "residential" erven in "Prestige Valley Extension 13" and "Prestige Valley Extension 14" be designated for settlement of low-income households at a density zoning of 1:300m².

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- (f) That a density zoning of 1:100m² be allocated for "General Residential" erven in "Prestige Valley Extension 13" and "Prestige Valley Extension 14".
- (g) That "business" erven in "Prestige Valley Extension 14" be assigned a bulk zoning of 1.0.
- (h) That the conditions of Establishment be as follows:
- (i) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":*
- The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*
- (ii) *The following conditions shall be registered against the title deeds of "Residential" and zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least two (2) times the municipal valuation of the erf;*
- (iii) *The following conditions shall be registered against the title deeds of "Institutional" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf;*
- (iv) *The following conditions shall be registered against the title deeds of "General Residential" and "Business" zoned erven:*
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;*
- (i) That the General Manager Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 13" and "Prestige Valley Extension 14" established;
- (j) That the General Manager Engineering and Planning Services Department be authorized to make minor changes to the layouts, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary, and
- (k) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.

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11.1.18

TOWNSHIP ESTABLISHMENT ON PORTION 181 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41

(C/M 2024/09/03 - 16/1/4/1/4)

RESOLVED:

GM: EPS

- (a) That the Need and Desirability for the township establishment on Portion 181, Swakopmund be approved.
- (b) That approval be granted for the application to be made in terms of Section 63, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the establishment of "Prestige Valley Extension 15" on Portion 181, Swakopmund as shown on the attached subdivisional layout plan.
- (c) That the subdivisional township layout plan and its zonings shown on the layout plan tabled at the meeting be approved.
- (d) That the 22 erven be zoned "Public Open Space".
- (e) That the General Manager Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 15" established.
- (f) That the General Manager of the Engineering and Planning Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary.
- (g) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.

11.1.19

REQUEST TO TRANSFER BACK HANDED OVER SERVICE ACCOUNT ERF 3617, MONDESA

(C/M 2024/09/03 - E 3617)

RESOLVED:

GM:F

- (a) That the Council approves recalling of the handed-over service account of Ms. E @ Gawiseb Erf 3617, Mondesa, and that it be added to the current service account.
- (b) That the Owner, thereafter, makes further arrangements for a down payment of the outstanding service account balance.

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11.1.20 **APPROVAL OF FUNDS FOR CONTINUATION PROJECTS**

(C/M 2024/09/03 - 3/1/1/1)

RESOLVED:GM:EPS
GM: F

- (a) That the Management Committee approves the projects listed below and include these projects to the 2024/2025 budget as continuation projects:
- (i) CCTV System @ Works Section = N\$150,000.00 (250531024400)
 - (ii) Repair and reseal walkway and bicycle lane = N\$780 000.00 (650031028900)
 - (iii) New 10,000litre Water tankor = N\$2,200,000.00 (504531025600)
 - (iv) Upgrading of Libertina Amathila Avenue = N\$6, 000, 000.00 (65003102800)
 - (v) Clean and Repair of Raw Water Sump = N\$2,000,000.00 (780031007600)
 - (vi) Water Reservoir smallholdings = N\$2,500,000.00 (600031020600)
- (b) That the General Manager: Finance be granted permission to reallocate the funds as listed in point (a) within the 2024/2025 budget to support these projects.

11.1.21 **NATIONAL CREDIT BUREAU DEBTOR LISTING**

(C/M 2024/09/03 - 3/11/1/2/1/6)

RESOLVED:

GM:F

That Council approves the utilization of Credit Bureau Debtors listing services through a direct procurement process by the General Manager of Finance.

11.1.22 **NAKOPA PROJECT: APPRECIATION OF PUBLIC OPEN SPACE WITH PRACTICE-ORIENTED LEARNING OBJECTS IN SWAKOPMUND**

(C/M 2024/09/03 - 16/2/12/1/1, 5/2/4/5)

RESOLVED:

GM:HSSWM

- (a) That Council endorse and support this project title; Construction of Meeting Island in open spaces made of regenerative materials in Swakopmund.
- (b) That it be noted that this project is fully funded by NAKOPA.
- (c) That Council be responsible for the subsistence and traveling allowances, of the official (as per the Policy on Travelling, Accommodation & Subsistence).
- (d) That Council takes note of the presentation (on file) from a vocational training center called ZAUG in Giessen.
- (e) That Council recognizes COSDEC role as the local project implementing stakeholder.

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- (f) That Council acknowledges the role of Mr Robeam Ujaha (Environmental Health Practitioner) as the project coordinator.
- (g) That Council grant approval to the above-mentioned staff member to travel with the delegation from COSDEC to Germany during October.
- (h) That special leave be granted to the above-mentioned staff member for the purpose of travel for VISA application and when traveling to Germany as required.
- (i) That Council grants permission for an official vehicle to be made available to transport the COSDEC delegation to Windhoek, for the purpose of VISA application submission and collection.
- (j) That shuttle services be used to transport the official and COSDEC delegation to and from the Hosea Kutako International Airport, (Windhoek).
- (k) That Council be responsible for the payment of the VISAS and shuttle services for the official and COSDEC delegation, which will be refunded by the sponsors upon proof of invoice
- (l) That traveling and subsistence allowance is paid in terms of Council policy when required and the expenses be defrayed from the Conference Expenses Vote: 300015505500.
- (m) That the General Manager of the Engineering Services & Planning Department be requested to assist with technical advice regarding the construction material.
- (n) That the General Manager of the Economic Development Services Department be authorized to assist with the identification (at least 2 locations) and grant permission for the use of public open spaces for the implementation of this project.
- (o) That the project report be submitted to the Management Committee regularly.

11.1.23

APPLICATION FOR THE REZONING OF ERF 651, SWAKOPMUND PROPER FROM "GENERAL RESIDENTIAL 1" WITH A DENSITY OF ONE DWELLING PER 100M² TO "GENERAL BUSINESS" WITH A BULK OF 2 AND CONSENT TO PROCEED WITH THE DEVELOPMENT OF A RESTAURANT WHILE THE REZONING IS IN PROGRESS

(C/M 2024/09/03 - E 651)

RESOLVED:

GM: EPS

- (a) That the rezoning of Erf 651, Swakopmund Proper from "General Residential 1" with a density of 1:100m² to "General Business" with a bulk of 2 be approved.
- (b) That consent to proceed and operate with the development of a restaurant while the rezoning is in progress be turned down.
- (c) That the rezoning of Erf 651, Swakopmund Proper from "General Residential 1" with a density of 1:100m² to "General Business" with a bulk of 2 be subject to a compensation fee of 40% of the increase in value as per stipulations of the Betterment Fee Policy of 2009 and be

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paid by the applicant before any submission of building plans to the Engineering and Planning Services Department for approval.

- (d) That parking be provided on-site in line with the Swakopmund Zoning Scheme.
- (e) That the rezoning of Erf 651, Swakopmund Proper from "General Residential 1" with a density of 1:100m² to "general business" with a bulk of 2 be subject to an Environmental Impact Assessment in accordance with the provision of the Environmental Management Act, Act 7 of 2007 before submission of the rezoning application to the Urban and Regional Planning Board.
- (f) That the objector be informed of the Council's decision and their right to appeal to the Minister against the Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018) within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

11.1.24 **DONATION OF ERVEN TO RESIDENTS IN EXTENSION 37**
(C/M 2024/09/03 - 16/4/2/1/14)

M: HP
GM: CS&HC

RESOLVED:

- (a) That Council approves the first phase of donation of 134 out of 209 erven in Ext 37 to the residents with high and middle income as follows:

No.	Residing Erf No.	SQM	NAMES	Surname	Allocated Erf No.	SQM	ID NUMBER	Land Value	Salary	Income	Registration
1	9446 (1/8)	375	Mesket Uyuyini Twerutala	Temus	9446 (1/8)	375	85052710348	N\$68 000 00	NAD 5 070 00	Middle Income	24/Jan/2023
2	9447 (3/7)	375	Elias Henghair	Shkololo	9447 (3/7)	375	93091201341	N\$68 000 00	NAD 3 740 00	Middle Income	25/Jan/2023
3	9449 (2/2)	375	Herna	Amupathi	9449 (2/2)	375	85050800048	N\$68 000 00	NAD 3 740 98	Middle Income	15/Mar/2023
4	9450 (2/3)	363	Gideon	Nankjaha	9450 (2/3)	363	69040501459	N\$66 000 00	NAD 6 788 38	High Income	23/Jan/2023
5	9451	363	Jason	Nipokosho	9451	363	76120610083	N\$66 000 00	NAD 11 374 98	High Income	23/Jan/2023
6	9452 (2/7)	375	Anra Maria	Johannes	9452 (2/7)	375	92102700167	N\$68 000 00	NAD 4 320 00	Middle Income	23/Jan/2023
7	9453 (3/3)	375	Salom Nderodino	Shinda	9453 (3/3)	375	96101700556	N\$68 000 00	NAD 5 955 00	Middle Income	23/Jan/2023
8	9454 (2/2)	375	Sofia Ncapandua Kaulikaleka	Kaulinge	9454 (2/2)	375	85052210407	N\$68 000 00	NAD 5 482 43	Middle Income	23/Jan/2023
9	9456	Gen Res	Future Kupindkua	Kave	9456	378	84102510362	N\$68 000 00	NAD 13 898 39	High Income	15/Mar/2023
10	9456 (1/2)	Gen Res	Herclo	Unkeraka	9456	394	77091910222	N\$70 000 00	NAD 15 928 23	High Income	24/Jan/2023
11	9456 (2/8)	Gen Res	Jonas	Kamali	9456	485	84082610022	N\$68 000 00	NAD 28 849 57	High Income	24/Jan/2023
12	9456 (2/8)	Gen Res	Johannes Inekela	Kayuthwa	9456	552	79060200187	N\$100 000 00	NAD 30 925 25	High Income	24/Jan/2023
13	9456 (3/6)	Gen Res	Engelbert Shikongo	Shikongo	9456	375	85030200851	N\$68 000 00	NAD 9 000 00	High Income	24/Jan/2023
14	9456 (4)	Gen Res	Ida Veltrare	Kasapota	9456	375	85062610745	N\$68 000 00	NAD 22 523 72	High Income	24/Jan/2023
15	9457 (2/6)	411	Levo Shogepi	Ankoshi	9457 (2/6)	411	82060201632	N\$74 000 00	NAD 9 727 33	High Income	24/Jan/2023
16	9458 (1/2)	411	Eta Mandume	Nyemwaga	9458 (1/2)	411	78101011145	N\$74 000 00	NAD 16 224 09	High Income	24/Jan/2023
17	9460 (2/3)	411	Kaupukwa	Kavan	9460 (2/3)	411	91032600349	N\$74 000 00	NAD 3 008 68	Middle Income	24/Jan/2023
18	9461 (2/7)	411	Vaino Tuyeni	Leonard	9461 (2/7)	411	89340800146	N\$74 000 00	NAD 13 610 57	High Income	15/Mar/2023
19	9462 (2/2)	411	Ignatia Uwezua	Tjenko	9462 (2/2)	411	84082811036	N\$74 000 00	NAD 4 163 33	Middle Income	23/Jan/2023
20	9463 (3/3)	411	Caroline	Tjambiru	9463 (3/3)	411	74080400772	N\$74 000 00	NAD 3 053 81	Middle Income	23/Jan/2023
21	9464 (3/5)	411	Natansel Jason	Njaleka	9464 (3/5)	411	96012201079	N\$74 000 00	NAD 3 369 40	Middle Income	27/Jan/2023
22	9465 (1/2)	411	Eddy Harrison Nande	Sheetheni	9465 (1/2)	411	94113001154	N\$74 000 00	NAD 3 056 96	Middle Income	20/Jan/2023
23	9466 (2/4)	411	Lukat	Amutoko	9466 (2/4)	411	86070400593	N\$74 000 00	NAD 5 755 05	Middle Income	20/Feb/2023
24	9468 (1/1)	385	Reinhold	Mwabangavaya	9468 (1/1)	385	68021000511	N\$70 000 00	NAD 8 479 00	High Income	25/Jan/2023
25	9466	342	Hishpo	Pai	9466	342	71030300488	N\$67 000 00	NAD 7 105 48	High Income	19/Jan/2023
26	9474 (1/5)	381	Kefas Shooya	Taus	9474	370	92011700817	N\$66 000 00	NAD 4 438 55	Middle Income	20/Feb/2023
27	9477 (1/1)	334	Kahangombe	Mungende	9477 (1/1)	334	85042710760	N\$60 000 00	NAD 3 300 00	Middle Income	3/Feb/2023
28	9478 (1/2)	375	Elizabeth	Vatanda	9478 (1/2)	375	74080610408	N\$68 000 00	NAD 3 500 00	Middle Income	14/Mar/2023
29	9479 (1/1)	375	Albert	Kamujambe	9479 (1/1)	375	73030800539	N\$68 000 00	NAD 3 230 00	Middle Income	3/Feb/2023
30	9480 (1/4)	375	Efram	Kalusheis	9480	400	84020211043	N\$68 000 00	NAD 5 500 00	Middle Income	9/Feb/2023
31	9481 (3/4)	375	Rudolph Veromunyo	Ruhumba	9481 (3/4)	375	84080610467	N\$68 000 00	NAD 5 766 84	Middle Income	14/Mar/2023
32	9482 (1/5)	375	Veluavivi	Mukano	9482 (1/5)	375	63081400791	N\$68 000 00	NAD 3 336 84	Middle Income	3/Feb/2023
33	9483 (2/3)	375	David	Iyambo	9483 (2/3)	375	73081010020	N\$68 000 00	NAD 3 361 77	Middle Income	16/Feb/2023
34	9484 (3/3)	375	Uperensa	Ngaijove	9484 (3/3)	375	ID 0001200159	N\$68 000 00	NAD 4 407 97	Middle Income	4/Feb/2023
35	9485 (6/6)	375	Batsaba	Nguvanyanga	9485 (6/6)	375	90010900209	N\$68 000 00	NAD 5 209 05	Middle Income	3/Feb/2023
36	9486 (3/3)	375	Paavo Heita Nghishidal	Seni	9486 (3/3)	375	77102900260	N\$68 000 00	NAD 7 340 66	High Income	16/Feb/2023
37	9489 (1/1)	363	Eveline	Tjuondoka	9489 (1/1)	363	77010410119	N\$66 000 00	NAD 3 320 00	Middle Income	25/Jan/2023

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38	9490 (7/7)	363	Filippus Shafokwisa	Paulus	9490 (7/7)	363	86070800699	N\$66 000 00	NAD 4 857 75	Middle Income	25/Jan/2023
39	9491 (2/2)	375	Felixus	Sheetheni	9491 (2/2)	375	86090200484	N\$68 000 00	NAD 3 772 33	High Income	6/Feb/2023
40	9492 (1/1)	375	Timoteus	Nangolo	9492 (1/1)	375	80123100038	N\$68 000 00	NAD 6 500 00	High Income	6/Feb/2023
41	9493 (2/2)	375	Rhoda Npenziba	Kapolo	9493 (2/2)	375	79121310335	N\$68 000 00	NAD 5 380 79	Middle Income	6/Feb/2023
42	9494 (3/3)	375	Jeremia	Kapufwa	9494 (3/3)	375	78101210266	N\$68 000 00	NAD 5 281 05	Middle Income	14/Mar/2023
43	9495 (1/2)	375	Leonard	Mateus	9495	375	70702000875	N\$68 000 00	NAD 3 600 00	Middle Income	22/Feb/2023
44	9496 (1/1)	375	Azabari	Hango	9496 (1/1)	375	80032210310	N\$68 000 00	NAD 5 790 00	Middle Income	6/Feb/2023
45	9501 (4/4)	403	Zerouanga	Ndukwepe	9501 (4/4)	403	84100910417	N\$68 000 00	NAD 3 365 00	Middle Income	7/Feb/2023
46	9503 (1/2)	375	Aloha	Anna-Gaas	9503 (1/2)	375	54072200123	N\$68 000 00	NAD 3 198 56	Low Income	7/Feb/2023
47	9504 (1/5)	375	Hila	Kafwa	9504 (1/5)	375	81080210226	N\$68 000 00	NAD 26 027 00	High Income	7/Feb/2023
48	9506 (2/2)	364	Ela	Haka	9506 (2/2)	364	68050400697	N\$66 000 00	NAD 3 132 75	Middle Income	6/Feb/2023
49	9508 (2/2)	357	Viho Nghidanehwa	Mwimenge	9508 (2/2)	357	72080400657	N\$70 000 00	NAD 20 150 00	High Income	20/Jan/2023
50	9509 (2/4)	400	Maloka Tuunyengende	Amunkete	9509 (2/4)	400	84091110914	N\$72 000 00	NAD 7 500 00	High Income	20/Jan/2023
51	9510 (2/2)	400	Lukas Natanjen	Impi	9510 (2/2)	400	07112500099	N\$72 000 00	NAD 3 200 00	Middle Income	23/Jan/2023
52	9511 (2/2)	400	Justus Shalamba	Shangula	9511 (2/2)	400	77101500277	N\$72 000 00	NAD 4 347 31	Middle Income	24/Jan/2023
53	9512 (4/4)	861	Janat Angula	Mwatsigwanasho	9512 (4/4)	861	80120810115	N\$154 000 00	NAD 10 775 00	High Income	24/Jan/2023
54	9515 (2/2)	363	Timoteus Nghinauywe	Ntweda	9515 (2/2)	363	63331410057	N\$68 000 00	NAD 12 599 87	High Income	24/Jan/2023
55	9520 (1/1)	440	Claracl	Boon	9520 (1/1)	440	69052800235	N\$80 000 00	NAD 3 500 00	Middle Income	24/Jan/2023
56	9521 (9/11)	426	Martina	Muzanma	9521 (9/11)	426	78022500054	N\$76 000 00	NAD 12 921 17	High Income	24/Jan/2023
57	9523 (2/2)	400	Lukas	Irene	9523 (2/2)	400	05052710720	N\$72 000 00	NAD 3 982 00	Middle Income	23/Jan/2023
58	9525 (1/3)	400	Kavakera	Tjanda	9525 (1/3)	400	90031301134	N\$72 000 00	NAD 10 562 00	High Income	23/Jan/2023
59	9528 (1/7)	363	Abraham	Tjenda	9528 (1/7)	363	63021610892	N\$66 000 00	NAD 6 665 27	High Income	25/Jan/2023
60	9530 (1/2)	375	Ncedemus Hanganee	Namumbo	9530 (1/2)	375	77122700275	N\$68 000 00	NAD 4 000 00	Middle Income	18/Jan/2023
61	9533 (2/2)	375	Anna Ndapandula	Kaphila	9533 (2/2)	375	87062300427	N\$68 000 00	NAD 4 160 00	Middle Income	6/Feb/2023
62	9536 (3/6)	375	Sironi	Kap	9536 (3/5)	375	76041400459	N\$68 000 00	NAD 4 233 00	Middle Income	9/Feb/2023
63	9538 (1/2)	362	Lourens	Ndusa	9538	375	81111610169	N\$68 000 00	NAD 3 500 00	Middle Income	18/Jan/2023
64	9540 (1/3)	376	Nathalie Nancy Venjaya	Mbunu	9540 (1/3)	376	76903600325	N\$68 000 00	NAD 3 653 74	Middle Income	18/Jan/2023
65	9545 (6/5)	375	Eighas Nghudhwash	Kandudu'u	9545 (6/5)	375	81031500065	N\$68 000 00	NAD 4 518 68	Middle Income	25/Jan/2023
66	9547	375	David Nghilwa	Nghikwa	9547	375	77050500763	N\$68 000 00	NAD 5 584 35	Middle Income	9/Feb/2023
67	9548 (8/12)	375	Honesta Nghela	Elister	9548 (8/12)	375	80010700927	N\$68 000 00	NAD 4 933 30	Middle Income	20/Jan/2023
68	9549 (1/3)	363	Shungana Gobotari	Keptas	9549 (1/3)	363	91031300570	N\$68 000 00	NAD 5 137 36	Middle Income	24/Jan/2023
69	9550 (2/7)	363	Johannes Velshavo	Kamukwalange	9550 (2/7)	363	82061100732	N\$68 000 00	NAD 8 010 80	High Income	22/Feb/2023
70	9551 (2/4)	375	Mafias Navatale	Gespon	9551 (2/4)	375	81101001432	N\$68 000 00	NAD 4 800 00	Middle Income	15/Jan/2023
71	9557 (1/1)	377	Luvina	Edward	9557 (1/1)	377	81110310386	N\$68 000 00	NAD 10 250 00	High Income	24/Jan/2023
72	9561 (1/3)	363	Theodora Petica	Gunnas	9561 (1/3)	363	91120700930	N\$66 000 00	NAD 3 982 00	Middle Income	18/Jan/2023
73	9562	375	Michael	Nwaseb	9562	375	86061400632	N\$68 000 00	NAD 4 292 96	Middle Income	18/Jan/2023
74	9563 (2/2)	375	Sylvia	Nais	9563 (2/2)	375	74011600334	N\$68 000 00	NAD 6 175 27	High Income	18/Jan/2023
75	9564 (3/3)	375	Festus	Gaob	9564 (3/3)	375	85072910466	N\$68 000 00	NAD 8 199 29	High Income	18/Jan/2023

76	9565 (1/2)	375	Anna Lydia	Cwases	9565 (1/2)	375	85110811114	N\$68 000 00	NAD 3 072 10	Middle Income	18/Jan/2023
77	9566 (3/3)	317	Remember Rose	Sebes	9566 (3/3)	317	98100700419	N\$56 000 00	NAD 4 600 00	Middle Income	7/Feb/2023
78	9567 (4/4)	419	Witwehaheni Slevino	Groenewald	9567 (4/4)	419	94021600272	N\$76 000 00	NAD 6 000 00	Middle Income	13/Mar/2023
79	9568 (2/2)	375	Rhoda Mshobola	Shimwe	9568 (2/2)	375	85032510513	N\$68 000 00	NAD 7 500 00	High Income	29/May/2023
80	9569	375	Roland Kuvareley	Gorseeb	9569	375	0D101020090	N\$68 000 00	NAD 3 441 24	Middle Income	19/Jan/2023
81	9570 (1/2)	375	Erwin Kamaha	Kafwa	9570 (1/2)	375	86080200945	N\$68 000 00	NAD 9 310 81	High Income	18/Jan/2023
82	9571	375	Wilem	Geseb	9571	375	72090800209	N\$68 000 00	NAD 7 000 00	High Income	18/Jan/2023
83	9572 (1/4)	363	Markus Nghuavha	Lanusus	9572 (1/4)	363	93072901201	N\$66 000 00	NAD 3 455 58	Middle Income	19/Jan/2023
84	9576 (2/2)	376	Petrus	Markus	9576 (2/2)	376	86080801744	N\$68 000 00	NAD 9 533 33	High Income	18/Jan/2023
85	9579	612	Andreas	Shkolaliye	9579	612	94082700714	N\$110 000 00	NAD 3 700 00	Middle Income	18/Jan/2023
86	9580 (1/3)	375	Joseph Mwaluvzango	Mwathala	9580 (1/3)	375	89020500582	N\$68 000 00	NAD 7 204 20	High Income	18/Jan/2023
87	9581 (4/4)	375	Jani	Gambeb	9581 (4/4)	375	75020910082	N\$68 000 00	NAD 5 000 00	Middle Income	9/Feb/2023
88	9583	375	Hans	Nwiel	9583	375	62101700557	N\$68 000 00	NAD 25 175 00	High Income	18/Jan/2023
89	9604 (3/5)	498	Aron Nghwilepo	Mwalirigwanasho	9679	375	89051400721	N\$68 000 00	NAD 8 000 00	High Income	17/Jan/2023
90	9605 (2/3)	328	Rudolf Gottlieb	Kambonde	9605 (2/3)	328	79060310257	N\$60 000 00	NAD 7 680 00	High Income	8/Feb/2023
91	9610	417	Theodius Nghopile	Shkololo	9610	417	82100110225	N\$70 000 00	NAD 5 500 00	Middle Income	8/Feb/2023
92	9611	375	Ngaekanda	Mupura	9611	375	80091310814	N\$68 000 00	NAD 3 043 19	Low Income	3/Mar/2023
93	9613	375	Sakana Kondem Shwovana	Abraham	9613	375	91062601564	N\$68 000 00	NAD 4 118 80	Middle Income	17/Jan/2023
94	9614 (1/2)	375	Seena Ntanzanda Shandwella	Nangolo	9614 (1/2)	375	77102200218	N\$68 000 00	NAD 4 201 90	Middle Income	3/Mar/2023
95	9615 (1/2)	375	Lempai Nambo	Mashuna	9615 (1/2)	375	84120810879	N\$68 000 00	NAD 5 700 00	Middle Income	9/Feb/2023
96	9616 (2/6)	375	Onesmus Ngungunamena	Itondoka	9616 (2/6)	375	90112400922	N\$68 000 00	NAD 5 304 86	High Income	8/Feb/2020
97	9617 (2/3)	375	Simani Nkoye	Elango	9617 (2/3)	375	82040108117	N\$68 000 00	NAD 8 959 30	High Income	20/Jan/2023
98	9618 (1/3)	363	Filipus Tadeus	Ndevatwa	9618 (1/3)	363	73020510074	N\$66 000 00	NAD 11 916 50	High Income	17/Jan/2023
99	9619 (4/4)	362	Jonathan	Jonathan	9619 (4/4)	362	89091301104	N\$66 000 00	NAD 5 000 00	Middle Income	17/Jan/2023
100	9621 (1/2)	375	Rian Mevin	Narab	9621 (1/2)	375	82112310585	N\$68 000 00	NAD 7 927 50	High Income	17/Jan/2023
101	9623 (2/2)	375	Tuyen Katumiko	Hambitanga	9623 (1/2)	375	79062310338	N\$68 000 00	NAD 3 711 01	Middle Income	19/Jan/2023
102	9625	375	Uelicoskera	Kozohura	9625	375	03112100517	N\$68 000 00	NAD 30 000 00	High Income	17/Jan/2023
103	9646	375	George	Muraseb	9646	375	81030411077	N\$68 000 00	NAD 6 198 33	High Income	17/Jan/2023
104	9647	375	Narde	Amutenya	9647	375	79052510671	N\$68 000 00	NAD 5 993 20	Middle Income	24/Jan/2023
105	9649	375	Mohammed Nore	Bushney	9649	375	84020110107	N\$68 000 00	NAD 3 400 00	Middle Income	27/Mar/2023
106	9650	375	Linus Shuuvem	TeoMus	9650	375	85080410148	N\$68 000 00	NAD 51 492 75	High Income	18/Jan/2023
107	9652 (1/4)	363	Helen	Pfahus	9652 (1/4)	363	81011501217	N\$66 000 00	NAD 5 191 11	Middle Income	17/Jan/2023
108	9654 (1/3)	472	Festus Shivala	Nikwita	9654 (1/3)	472	80011110217	N\$64 000 00	NAD 4 784 87	Middle Income	13/Feb/2023
109	9656 (4/6)	397	Malheus	Vino	9656 (4/6)	397	85051801057	N\$72 000 00	NAD 4 000 00	Middle Income	17/Jan/2023
110	9658 (1/3)	375	Tam Nangon	Taapoph	9658 (1/3)	375	90060800976	N\$68 000 00	NAD 4 332 35	Middle Income	17/Jan/2023
111	9661	375	Ela Leo	Nashima	9661	375	90031100295	N\$68 000 00	NAD 3 836 30	Middle Income	17/Jan/2023
112	9662	375	Lester Naf	Gaoseb	9662	375	85071410079	N\$68 000 00	NAD 3 520 00	Middle Income	17/Jan/2023
113	9663 (3/3)	375	Magealena	Tjkeere	9663	375	78070400242	N\$68 000 00	NAD 18 133 30	High Income	28/Mar/2023

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114	9654	499	Shitujeni	Petronella	9694	499	73052700472	N\$50 000 00	NAD 4 949 00	Middle Income	17/Jan/2023
115	9667 (2/2)	464	Ndamononghenda	Eliaser	9607 (2/2)	464	87052200279	N\$84 000 00	NAD 3 948 15	Middle Income	17/Jan/2023
116	9668 (1/2)	363	Jerebeam	Shivute	9668 (1/2)	363	73072700648	N\$56 000 00	NAD 3 850 00	Middle Income	24/Jan/2023
117	9669 (1/2)	375	Filomon Nghimwatal	Shiyelekeni	9669 (1/2)	375	63101101093	N\$58 000 00	NAD 4 603 17	Middle Income	22/Feb/2023
118	9670 (3/3)	375	Calvin Manganda	Hanguta	9670 (3/3)	375	96011500978	N\$68 000 00	NAD 3 923 09	Middle Income	17/Jan/2023
119	9671 (1/2)	375	Daniel Mpas	Kuboy	9671 (1/2)	375	6000900200802	N\$68 000 00	NAD 3 218 09	Middle Income	17/Jan/2023
120	9675 (3/3)	375	Jeremia Joeronen	Kacolo	9675 (3/3)	375	60092510132	N\$68 000 00	NAD 17 483 17	High Income	23/Jan/2023
121	9676 (2/2)	375	Jekonia	Titus	9645	375	86011100309	N\$68 000 00	NAD 16 744 13	High Income	14/Aug/2023
122	9678 (1/2)	375	Philippus Nghongoloka	Taapop	9678 (1/2)	375	71052600468	N\$68 000 00	NAD 8 669 00	High Income	19/Jan/2023
123	9681 (2/2)	375	Filomon	Napongo	9681 (2/2)	375	73102600553	N\$68 000 00	NAD 10 583 30	High Income	17/Jan/2023
124	9685 (4/6)	546	Lusia Ndapewashali	Felenandu	9685 (4/6)	546	92021700704	N\$98 000 00	NAD 4 582 45	Middle Income	17/Jan/2023

- (b) That should any beneficiary not comply with the conditions of sale within the period of 120 days from Ministerial approval to transfer the properties, they be replaced with other beneficiaries from the list.
- (c) That Ministerial approval be obtained for the transfer of the properties.
- (d) The following standard conditions be approved:
- (i) That the BENEFICIARY may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia.
- (ii) That the BENEFICIARY must be on the Master Waiting List or reside on the erf for 3 years or longer.
- (iii) That should it be found that a beneficiary did not reveal that they own or previously owned immovable property, and it is discovered after the agreement is signed or the property has been transferred, the beneficiary be disqualified from the process, the transaction be terminated, all monies paid in respect of the transaction be forfeited and the property be transferred back to Council.
- (e) That a deeds search be conducted to verify all residents selected for donation of 124/209 single residential erven are indeed first-time property owners.
- (f) That all qualifying beneficiaries be informed to pay an administrative fee of N\$1,000.00.
- (g) That a restriction be placed on the sale of erven for 10 years and a pre-emptive right be included in the Deed of Donation for all erven to be donated in Extensions 37.
- (h) That the 10-year period in respect of the restriction of the sale of improved erven commences from the date of transfer of the property.
- (i) That should the beneficiaries wish to sell their erven after the expiry of 10 years, and the erven are un-improved, the erven first be offered to Council at the original cost of service.
- (j) That beneficiaries who construct houses, and receive completion certificates, may not sell the property for 10 years from the date of the completion certificate. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to the Council.
- (k) That the beneficiaries be informed that they will not qualify for the low-cost housing scheme again if they sell the erven.

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- (l) That no temporary structures may be constructed on the erven.
- (m) That a submission be tabled to Council to consider the donation of 85/209 Single Residential erven in the second phase.
- (n) That the residents whose earnings are below N\$ 3,000.00 be relocated to the New Reception area at the Northern Wedge once the site is ready for occupation.

11.1.25

REQUEST NOT TO UTILIZE THE BUILD TOGETHER LOAN- MS FRANSISKA GAESSES - ERF 1525, MONDESA

(C/M 2024/09/03 - M 1525)

RESOLVED:

M: HP
GM: CS&HC

- (a) That Council take note that the Build Together Committee considered Ms Fransiska Gaesses's request to only receive the land without signing the Build Together Loan agreement as she is a pensioner.
- (b) That Council approves the sale of Erf 1525, Mondesa to Ms Fransiska Gaesses without using the Build Together loan.
- (c) That a new Deed of Sale be drafted with conditions to ensure that the property is not used for speculation purposes.
- (d) That Council approves that Ms. Fransiska Gaesses retains Erf 1525, Mondesa, and the Build Together loan be allocated to the next qualifying beneficiary, for use at another erf.
- (e) That the following conditions be approved and an addendum to the Deed of Sale be compiled and signed by all parties as Erf 1525, Mondesa was allocated to her at a subsidized price:

"To avoid speculation, the PURCHASER shall not be allowed to alienate the undeveloped PROPERTY and shall not be permitted to alienate the PROPERTY within 5 (five) years from the date of issuing of completion certificate. The condition will be registered against the title deed of the PROPERTY.

11.1.26

REQUEST FOR TRANSFER OF WRITTEN-OFF OPEL ASTRA SEDAN (FLEET NO. TP0301, REGISTRATION NO. N204785) FROM TRAFFIC AND LAW ENFORCEMENT TO ECONOMIC DEVELOPMENT

(C/M 2024/09/03 - 16/2/6/2/1)

RESOLVED:

GM: EDS
GM: F

- (a) That the Council approves the transfer of the Opel Astra Sedan (Fleet No. TP0301, Registration No. N204785) from Traffic and Law Enforcement to Economic Development.
- (b) That the General Manager of Finance allocates funds for the necessary repairs and maintenance of the vehicle to ensure its roadworthiness and optimal performance.

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11.1.27

MAYORAL CUP TOURNAMENT 2024

(C/M 2024/09/03 - 5/5/8/2)

RESOLVED:

<p>CEO GM:EDS</p>

- (a) That the Council takes note of the feedback report from the Mayoral Cup Tournament.
- (b) That the Council approves the hosting of the annual Mayoral Cup 2025, which aims to promote local sport, health and micro businesses for the community of Swakopmund.
- (c) That the Council approves the hosting of the Mayoral Cup 2025 - Soccer & Netball tournament for three weekends.
- (d) That the registration fees for the soccer teams be N\$250.00 (per team), N\$150.00 per team for the Netball code and the vendors be N\$100.00 (per day).
- (e) That the Mondesa and DRC Sports Stadium be utilized for the tournament free of charge.
- (f) That all services are required to be advertised on different platforms to provide an opportunity for all the community members to part take fairly including a DJ, Medic, commentator, and any other service required.
- (g) That the funds generated from the registration fees be deposited into the Mayoral Cup Tournament Vote.
- (h) That the amount of N\$75,000.00 be made available through the Office of the Mayor, to cover the expenses that will be incurred for the event.
- (i) That the external members serving on the Mayoral Cup Organising Committee, each be paid an amount of N\$2,000.00, after the event.
- (j) That the Namibian Police be informed in advance and requested to be on-site during the event.

11.1.28

APPLICATION FOR TRANSFER OF RIGHT OF USE FROM OCCUPANTS OF SITES IN THE DRC WHERE THE REGISTERED TENANT HAS MOVED OUT

(C/M 2024/09/03 - 14/2/1/2)

RESOLVED:

<p>M: HP GM: CS&HC</p>

- (a) That the Council approves the registration of occupants residing on erven of tenants who have been assisted with housing to accommodate the displaced households.
- (b) That the Council takes note that there are approximately 561 erven short after the consolidation and change of zoning of erven in DRC Proper (Extensions 27, 29 & 30, Swakopmund).
- (c) That the Council prohibits any application of transfer of subsidised erven from beneficiaries who are not first-time homeowners and approves the allocation of such erven to the next qualifying beneficiary.

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- (d) That the Council approves the transfer of DRC erven of beneficiaries that have moved out of Swakopmund to relatives, residing on the erven for many years as listed below:

Total No of Erven	New Erf No	Old Erf No	Previous Owner	ID NUMBER	Relationship	New Owner	ID Number	MWL (Y/N)	Annexure
1	7258	1094	Mateus Immanuel Kamati	64052500261	Nephew	Naftal lita	89051600488	N	"A"
2	7509	53	Nghikwa Petrus	81070710180	Cousin	Jekonia N Johannes	87111600118	N	"B"
3	7954	509	Nghede Bonifatius	68120700367	Sister	Lasarus T Nghede	01110100019	N	"C"
4	7971	159	Rainhold Festus	57031100321	Nephew	Josef M M Nakale	87071701180	N	"D"
5	7978	146	Simeon Maria	66100401029	Son	Johannes N Josef	97042000390	N	"E"
6	8207	1367	Dawid Maundu	63112500113	Cousin	Vetjitriraje Kahimise	89051300301	N	"F"
7	8250	990	Josef Shilula	52050100523	Grandson	Shiyamba Joseph	85091211179	Y	"G"
8	8270	884	Avia Tobias	59061200237	Son	Frans M Avia	99100300268	N	"H"
9	8315	727	Mwandingi Nikodemus Namuandi	70071201084	Daughter	Rachel M Paulus	86110800473	Y	"I"
10	8338	694	Kahongo Roland Kandjeke	69052210012	Son	Stefanus H Kandjeke	95111600817	N	"J"
11	8348	831	Vatileni Jonas	66041500925	Daughter	Iyafoo Vatileni	1994-01-31	N	"K"
12	8349	834	Kampanza Johannes	57060600906	Nephew	Johannes N Hamusira	92040400478	N	"L"
13	8359	780	Paulus Lucia	54022700068	Son	Titus Johannes	84070610097	N	"M"
14	8387	951	Kukeinge Onesmus	1949-09-23	Granddaughter	Johanna Toivo	74081800766	Y	"N"

- (e) That Council rejects applications of transfer from previous tenants who have benefitted from other housing projects, as listed below:

Total No of Erven	New Erf No	Old Erf No	Previous Owner	ID NUMBER	Relationship	New Owner	ID Number	Annexure
1	8347	830	Munyateka Laban	73012700617	Unknown	William Robert	70101900414	"Q"
2	7243	1105	Nawaseb Issaskar	56010100097	Grandfather	Alba B H Nubas	00100800157	"R"
3	8262	975	Mbangu Frans Ndjunga	82061510388	Unknown	Evelina M Muhikila	82073110576	"S"
4	8058	478	Ithete Roberth	66070700422	Nephew	Josef Alexsander	84021710140	"T"
5	7528	1034	Hamukoto Kostodio	71030400016	Son	Mervin T Frans	98020900160	"U"
6	7318	304	Shipululu Josef	71021500305	Unknown	Herita Ndapewa lita	76012900201	"V"
7	8271	883	Kasanga Nelson	76052510110	Nephew	Chihinga A Joseph	89010102386	"W"
8	8056	470	Teofilus Abisai	70092900674	Daughter	Rebekka Teofilus	03061100897	"X"
9	8193	1343	Shindinge Justi Lineekela	77070810296	Brother	Salom S Ngololo	76082910079	"Y"
10	8298	795	Anguwo Retris-Petrus	71102500151	Nephew	Israel K Mbago	94111500730	"Z"
11	8324	709	Lyakwata Thomas	69092600512	Cousin	Thomas T Lyakwata	89070200643	"I"
12	7950	493	Niinkoti Esther N	77022810060	Son	Wilbard S I Niinkoti	01021700169	"II"
13	8118	449	Kandjungu Ndumba John	78080700389	Unknown	Aifhons M Mukuti	85030910689	"III"
14	7426	208	Uwuseb Godfried	76053010154	Unknown	Johannes Nafital	75061500369	"IV"
15	8322	740	Namubes Elizabeth	72060110084	Unknown	Hendrik A Ndjundo	69021510030	"V"
16	7835	1129	Sampu Frans	65090700109	Son	Petrus I Sumpu	95100800909	"VI"
17	7868	1194	Goreses Lucrasie Ceroline	85091210277	Daughter	Desiree I Goreses	03052600737	"VII"

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- (f) That Council takes a principal decision that occupants who wish to relocate or are no longer first-time homeowners take their entire family and relatives to vacate the property.
- (g) That Council approves the allocation of unallocated erven where tenants benefitted in DRC Extension 27, 29 & 30 to the 561 overspill residents earning above N\$3,000.00 per month.
- (h) That the following conditions of donation be approved in addition to those approved on 29 May 2023, item 11.1.3:
- (i) That the DONEE may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia that it be explored to see the past marital implication and be forwarded to Management Committee for consideration.
 - (ii) That after allocation and transfer, the DONEE may not evict other occupants on the erf until such time Council avails land to offer tenants to be resettled.
 - (iii) That the DONEE must be on the Master Waiting List or reside on the erf for 3 years or longer.
 - (iv) The DONEE must provide proof of income exceeding N\$3,000.00 per month.
 - (iv) That all costs related to this transaction be for the account of the purchasers, such as (but not limited to) the cost for the compilation of the deeds of donation, securing of the purchase prices, bond and transfer registration.
 - (v) That should it be found at any time, that a beneficiary has not been honest with Council in obtaining housing or erven, e.g. they have owned or own fixed property, the transaction be cancelled, and they forfeit all payments made in respect of the transaction and the erf be repossessed if necessary and allocated to the next qualifying beneficiary.
 - (vi) That Council approves the submission of the following documents as an application of Transfer:
 - Police Declaration from registered tenant
 - Copy of registered tenants ID
 - Copy of occupant ID
 - Copy of occupants voter's card
 - Copy of occupant's latest payslip
 - Municipal proof of registration indicating that they reside on the erf for a minimum period of 3 years.
 - (i) That Council takes note of the slow connection of electrical services to erven in DRC Proper (Ext 27, 29 and 30, Swakopmund) by Erongo RED

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11.1.29

FEEDBACK REPORT: THE 4TH SDG NETWORKING MEETING OF THE GERMAN-NAMIBIAN MUNICIPAL PARTNERSHIPS IN BERLIN AND VISIT TO GIESSEN, GERMANY

(C/M 2024/09/03 - 5/2/4/5)

CEO
M: CS
ALL GMs
GM: CS&HC

RESOLVED:

- (a) That the feedback report of the 4th SDG Networking meeting of the German-Namibian Municipal Partnerships in Berlin, Germany from 19-21 June 2024 and the partnership network meeting in Giessen from 22 - 29 June 2024 be noted.
- (b) That the following proposed partnership programme/projects be noted for implementation by both parties:
- *Maker Space Project in Swakopmund*
 - *Fire Brigade Section - Training and skills exchange programme.*
 - *Sport & Recreational - Skills exchange programme*
 - *NAKOPTA Project - Trainers and expert exchange programme*
 - *SMART City development*
- (c) That an International Relations Policy be submitted to the Council for approval.
- (d) That the establishment of an International Relations Administrative Unit is included in the International Relations Policy.
- (e) That the activity schedule and project report be submitted to the Management Committee regularly.

11.1.30

EXEMPTION OF NON-FIRST-TIME HOMEOWNERS UNDER THE MASS HOUSING DEVELOPMENT PROGRAMME

(C/M 2024/09/03 - 14/2/1/2)

M: HP
GM: CS&HC

RESOLVED:

- (a) That Council takes note of the letter submitted by National Housing Enterprise to condoning the past allocation of homes to property owners who had already received homes under other schemes or privately.
- (b) That the following homeowners who benefitted under the Mass Housing Development Programme be exempted from the allocation criteria defined in clause 6.5.3 of the approved standard triparty conditional donation agreement and ownership of the properties be transferred in their names:
1. *Erf 2026 Matutura - Mr Helmut Benediktus*
 2. *Erf 2053 Matutura - Ms Bertha Hengombe*
 3. *Erf 2054 Matutura - Mr Leander Clifton Mouton and Ms Teresa Mouton*
 4. *Erf 2116 Matutura - Mr Filomon Namweya and Ms Eva Namweya*
 5. *Erf 2157 Matutura - Mr Wendell and Ms Jo-Marie Eckardt*
 6. *Erf 2189 Matutura - Ms Martha Karingombe*
 7. *Erf 2201 Matutura - Mr Junias Annanias and Ms Emilla Annanias*
 8. *Erf 2215 Matutura - Ms Ledia Fielding*
 9. *Erf 2313 Matutura - Mr Elton Gurirab and Ms Rosiwida Guriras*
 10. *Erf 2338 Matutura - Mr Stanley Witbooi*

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11. Erf 2396 M Matutura - Ms Sophie Shipale
12. Erf 2423 Matutura - Mr Silas Shilenge
13. Erf 2457 Matutura - Mr Fares and Ms Magret Keck
14. Erf 2556 Matutura - Mr Willem Ntjamba
15. Erf 7591 Swakopmund - Ms Maggy Sam

- (c) That in future, the beneficiaries under the Mass Housing Development Programme who own two or more properties in Namibia is not exempted, and that the above 15 cases are not regarded as a precedent.
- (d) That Mr Helmut Benedicktus only be exempted once Erf 3218, Mondesa of late Ms Auleria Ayehaantu Komelius be transferred to her children, Ms Tuwillka Penexupife Shevanyanga and Ms Eunike Elago who are above 21 years old at his cost.
- (e) That upon finalisation of point (d) above Erf 2026, Matutura be transferred to Mr Helmut Benedicktus.
- (f) That in future if it transpires that beneficiaries under the Mass Housing Development Programme who are found to own/owned properties anywhere in Namibia upon registration be repossessed and sold at the market value to any person who qualifies to afford the selling price.

11.1.31

ENDORSEMENT OF NEW COMMITTEE MEMBERS IN EXT 14, MONDESA (ORC AIRPORT SIDE)

(C/M 2024/09/03 - 14/2/1/2)

RESOLVED:

M: HP
GM: CS&HC

That Council endorses the newly elected additional four (4) members, shown in the table below, as committee members of Ext 14, Mondesa (previously referred to as portion 184 in Council resolution passed on 24 November 2022 under item 11.1.37):

NAMES	ID NUMBER	CONTACT	ANNEXURE
Jemmie Jeans Hanson	90112000134	0816530383	Annexure "D"
Uapanda Tjiveze	88010102970	0817367076	Annexure "E"
Lusia Kanana	89060500814	0816383321	Annexure "F"
Tobias Elias	74121200438	0813105162	Annexure "G"

13.

DRAFT REGULATIONS AND TARIFFS, IF ANY

None.

The meeting adjourned: **19:35**

Minutes to be confirmed on: **26 September 2024.**

Councillor Dina Namubes
MAYOR

Mr C McClune
CHIEF EXECUTIVE OFFICER (Acting)

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETING HELD DURING SEPTEMBER 2024**

10. (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 03 SEPTEMBER 2024**

5. **DISCUSSION POINTS**

5.1 **INVITATION TO PARTICIPATE IN NAMIBIA DELEGATION TO THE BRICS FUTURE FORUM, TO BE HELD IN RUSSIA**

(S/M/C 2024/09/03 - 5/5/1)

CO: P
GM: CS&HC

RESOLVED: (For Condonation by Council)

- (a) That the Mayor and Chief Executive Officer be permitted to attend the BRICS Future Forum from 16-20 September 2024 in Russia, on the invitation from the Namibia Investment Promotion and Development Board.
- (b) That it be noted that travel and accommodation expenses will be covered by the organizers.
- (c) That the following estimated expenditure for travelling and subsistence expenses be defrayed from the Conference Expenses Vote: 101015505500 where N\$434,965.00 is available.

SUMMARY OF EXPENDITURE					
Item	Lunch Tariff (1x400,00)	Overnight Allowance (2x1000,00)	Accommodation (2x1000,00)	Transport cost (N\$5.00/km)	Total
Overnight allowance in Windhoek (N\$2000.00) x 2	N\$400.00	N\$2000.00	N\$2000.00	-	N\$4400.00
Overnight allowance visiting beyond SADC (N\$2100.00) x 7	0	N\$14,700.00	0.00	-	N\$14,700.00
Return ticket (estimate)		0.00			0.00
TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS				-	N\$19,100.00

- (d) That Council seek Ministerial approval for the travel authorization of the Mayor.

5.2 **REQUEST FOR ASSISTANCE WITH FUNDING TOWARDS THE 2024 NAMIBIAN HERITAGE WEEK**
(S/M/C 2024/09/03 - 3/15/1/6/1)

CO: P
GM: CS&HC

RESOLVED: (For Condonation by Council)

- (a) That the request for financial assistance towards the hosting of the 2024 Namibian Heritage Week from the Scientific Society Swakopmund scheduled to take place from 16-22 September 2024 at the Museum, in Swakopmund, be approved.
- (b) That it be noted that the Sponsorship Committee approved the sponsorship amount of N\$5 000.00 be donated towards the transportation of the special exhibition - "museum in a suitcase" from RSA to Namibia. However, the Council may approve the total amount of N\$10 000.00 as requested by the applicant.
- (c) That the additional request for Council to publish the advertisement of the Namibian Heritage Week 2024 in a local newspaper, be turned down.
- (d) That the funds be defrayed from the Corporate Services Publicity Vote 150515533000 where N\$30 465.35 is available.
- (e) That the videos and pictures of the event be posted on the Council's social media platforms and website.
- (f) That the Mayor and Councillors be available to attend the official opening of the 2024 Namibian Heritage Week.

5.3 **40/40 (CREDIT-LINK) HOUSING PROJECT: SALE OF ERF 1320, MATUTURA, EXTENSION 7 BY HYDRAFORM INTERLOCKING SOLUTION TO A FIRST TIME PROPERTY OWNER**
(S/M/C 2024/09/03 - E 1320 M)

CO: P
GM: CS&HC

RESOLVED: (For Condonation by Council)

- (a) That Council approves the deviation from its condition of sale in respect of the 40/40 project for the sale of Erf 1320, Matutura, Extension 7 developed by Hydraform Interlocking Solution CC to a first-time property owner and even though they are not on the Master Waiting List.
- (b) That the Engineering and Planning Services Department inspects the house to confirm if the house is sound, and that the building quality is acceptable.
- (c) That if the contractor agrees, Council appoints a valuator to determine a fair price at the cost of the contractor.
- (d) That an agreement be entered into with the contractor to provide interested purchasers to submit a pre-approval from a registered financial institution with a qualifying amount equivalent or more than the purchase price.
- (e) That Erf 1320, Matutura falls outside the bracket of low-cost housing and will require to be advertised in accordance with section 63(2) of the Local Authorities Act, Act 23 of 1992, as amended, at the cost of Hydraform Interlocking Solutions.
- (f) That the purchaser takes note that the house on Erf 1320, Matutura, Ext. 7 is incomplete.

- (g) That Council is not liable for the improvements of the house constructed on Erf 1320, Matutura, and that it be sold voetstoots (as is).

5.4 **REQUEST FOR GRATUITY PAYMENT FOR SEASIDE COMMITTEE MEMBERS DURING ENUMERATION PROJECT**

(S/M/C 2024/09/03 - 16/1/4/2/1/2 and 16/1/4/2/1/14)

CO: P
GM: CS&HC

RESOLVED: (For Condonation by Council)

- (a) That Council takes note that on 27 January 2022 under item 11.1.44 point (b) (ii) the General Manager: Corporate Services & HC was authorised to among other recruit temporary staff for the registration and enumeration of Extensions 24 and 24 Swakopmund and Extension 14, Mondesa, but that the gratuity payment of the committee members is submitted for consideration under cover of this submission.
- (b) That Seaside (Extension, 24, 25, 37, 38) committee members and Ext 14 Mondesa committee members be paid once the projects in their specific extensions are completed at a rate of N\$ 1 500.00 x 22 = N\$ 33 000.00 (22 committee members).
- (c) That GM: Finance avails an amount of (N\$ 33 000.00) be in order to remunerate these committee members.

10. (B) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 12 SEPTEMBER 2024**

2. **CONFIRMATION OF MINUTES**

(M/C 2024/09/12 - 5/2/1/1/2)

2.1 **MINUTES OF THE ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 14 AUGUST 2024.**

On the proposal of Councillor C Goldbeck and seconded by Councillor B R !Goraseb, it was:

RESOLVED:

CO: A
GM: CS&HC

That the Minutes of the Ordinary Management Committee meeting held on 14 August 2024 be confirmed as correct.

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

7.1 **PRESENTATION: CRIME PREVENTION COLLABORATION WITH G4S**

(M/C 2024/09/12 - 13/3/2/1, 11/1/5/5)

RESOLVED:

M:CS
GM: CS&HC

That it be noted that Mess G4S did not attend the presentation.

7.2 PRESENTATION: PROPOSAL FOR SENIOR EXPERT SERVICES IN SWAKOPMUND

(M/C 2024/09/12 - 5/2/1/2/3)

CEO
CO: M&C
GM: CS&HC

RESOLVED:

- (a) That the presentation by Messrs Izaaks from Senior Expert Services be noted.
- (b) That if the Senior Expert Services proposal is supported by the Management Committee, a comprehensive proposal be submitted to the Council for further consideration.

7.12 OUTCOME OF THE CLOSED BID SALE HELD ON 19 JULY 2024

(M/C 2024/09/12 - 16/1/4/2/1/8)

RESOLVED:

That the outcome of the closed bid sale held on 19 June 2024 and the proposed sale for December 2024 be noted.

8. POLICY MATTERS**8.14 APPLICATION FOR THE REZONING OF ERF 8443, SWAKOPMUND, EXTENSION 31 FROM "LOCAL AUTHORITY" TO "AUTHORITY"**

(M/C 2024/09/12 - E 8443)

RESOLVED:

That it be recorded that this item is a duplicate of Item 7.6 of the same agenda.

9. PERSONEL MATTERS**9.1 INVITATION TO THE 9TH REGIONAL PLATFORM CONFERENCE AND 8TH HIGH-LEVEL MEETING ON DISASTER RISK REDUCTION 21-24 OCTOBER 2024, MERCURY HOTEL, WINDHOEK**

(M/C 2024/09/12 - 5/5/1)

RESOLVED:

GM: HSSWM

- (e) That the Mayor and Driver be permitted to attend the 9th Regional Platform Conference and 8th High-Level meeting on disaster risk reduction scheduled to take place from 21-24 October 2024.
- (f) That the amount of N\$20,800.00 for travelling and subsistence expenses be defrayed from the Conference Expenses Vote: 101015505500 where N\$434,965.00 is available.
- (g) That the request be approved on condition that the Office of the Mayor submits a report after the conference.

9.2 **FEEDBACK REPORT: PARTICIPATION AT NALASRA GAMES 2024, GOBABIS**
(M/C 2024/09/12 - 11/1/4/6)

RESOLVED:

GM: HSSWM

- (a) That the feedback report by the Swakopmund Municipal Sport & Social Club be noted.
- (b) That Council approves an additional N\$100,000.00 in the 2025/2026 financial year towards the Municipal Sport and Social Club for accommodation and travelling expenses incurred when representing the Council in the NALASRA and SAIMSA games.
- (c) That it be noted that the allocation in (b) will ease the financial burden on the staff members and allow the Municipality of Swakopmund to be fully represented and compete equally with other Local Authorities at the games.
- (d) That a budget provision of N\$50,000.00 per annum be availed for branding materials/items for Municipal staff members participating at both the NALASRA and SAIMSA games.

9.3 **REQUEST FOR PERMISSION FOR SWAKOPMUND MUNICIPALITY TO PARTICIPATE IN SAIMSA GAMES 2024 - WALVIS BAY**
(M/C 2024/09/12 - 11/1/4/6)

RESOLVED:CEO
ALL GMS

- (a) That permission be granted to members of the Swakopmund Municipal Sport & Social Club to participate in the 2024 SAIMSA Games, in Walvis Bay from 22 - 27 September 2024.
- (b) That permission be granted to the Swakopmund Municipal Sport and Social Club to proceed with preparations and organisation for this event.
- (c) That permission be granted for the Municipal minibus (N 3695 S) to be used by Municipal Sports Club members to travel to and from Walvis Bay for the SAIMSA 2024 Games from 22 - 27 September 2024.
- (d) That Council, *in principle*, grants approval for special leave as per conditions of Employment to the staff members (Club Members) to participate in the SAIMSA games, subject to the prior approval of leave by the respective Head of Departments.
- (e) That Councillor P N Shimhanda accompanies the team to the SAIMSA Games.
- (f) That the subsistence and travelling allowances for the Councillor be defrayed from the Conference Expenses Vote 101015505500.
- (g) That the General Manager of Finance releases the available amount budgeted for the Swakopmund Municipal Sports Club for expenses to attend the SAIMSA Games, to help off-set off transport meals and branding expenses as provided for in the Vote: 101015563500 SAIMSA/NALASRA GAMES.

9.4 **FUZHOU INVITATION**

(M/C 2024/09/12

11/1/4/6)

CEO GM: F

RESOLVED:

- (a) That the invitation from the city of Fuzhou, in China be noted.
- (b) That approval be granted for the following invited persons to attend the event and further discuss the Memorandum of Understanding:
- Mayor
 - Chairperson of the Management Committee
 - Chief Executive Officer; alternate General Manager of Finance (as Acting Chief Executive Officer)
- (c) That permission be given to the Personal Assistant to the Mayor to assist with Ministerial approval hand delivery.
- (d) That a Travel agent be contracted to assist with travel arrangements.

10. (C) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 24 SEPTEMBER 2024**5. **DISCUSSION POINTS**5.1 **CANCELLATION OF THE SALE OF ERF 7159, MONDESA TO NAMBAZA INVESTMENTS CC**

(S/M/C 2024/09/24

M 7159)

M: PH GM: CS&HC

RESOLVED: (For Condonation by Council)

- (a) That Council takes note that Nambaza Investments CC did not secure the purchase price for Erf 7159, Mondesa on the due date i.e 10 July 2027 and also failed to rectify the breach on 06 August 2024 thus the sale was cancelled on 07 August 2024 in terms of Council's decision passed on 01 July 2021, under item 11.1.3 which reads as follows:
- "That if the purchaser does not perform in terms of the conditions of sale the transaction will be automatically cancelled."*
- (b) That Council takes note of the application dated 12 August 2024 received from Nambaza Investments CC for an extension of time to secure the payment of the purchase and penalty interest.
- (c) That Council takes note of the home loan approval of N\$885,780.00 as per the letter dated 15 August 2024 for Nambaza Investments CC and the payment made on 05 September 2024 in the amount of N\$ 126 500.00 leaving a balance of N\$253 120.00 to be paid by Dr Konstantinus from his Unit Trusts account were a fund is available to purchase of Erf 7159, Mondesa.
- (d) That Council revives the cancellation of the sale transaction based on the commitment substantiated by proof of available funds and grant Nambaza Investments CC an extension of time until 31 October 2024 to submit a guarantee for securing the purchase price in respect of Erf 7159, Mondesa failure to comply will result in the automatic cancellation.

- (e) That the extension of time in point (d) above be subject to the payment of interest penalty on the purchase price calculated from the date of sale until the date of transfer of Erf 7159, Mondesa to Nambaza Investments CC.
- (f) That addendum to the deed of sale be compiled recording the extension of time granted to Nambaza Investments CC to continue with the sale transaction.

5.2 **CANCELLATION / REVIVE: UNITED DEMOCRATIC FRONT OF NAMIBIA (UDF) - ERF 1021, EXTENSION 6, SWAKOPMUND**
(S/M/C 2024/09/24 - E 1021 M)

During the discussion of this item, Councillor D Am-!Gabeb declared his interest in the matter and left the Chambers.

RESOLVED: (For Condonation by Council)

CO: PH
GM: CS&HC

- (a) That Council takes note that the balance of the purchase price, 15% VAT and penalty interest were not paid/secured by United Democratic Front of Namibia by the final due date of 26 July 2024 and the transaction is regarded as cancelled in terms of Council's decision passed on 04 June 2024 under item 11.1.3, point (f).
- (b) That Council takes note of the application dated 01 August 2024 received from United Democratic Front for another extension of time until Monday, 07 October 2024 to settle the balance of the purchase price, 15% VAT and penalty interest.
- (c) That Council takes note that United Democratic Front made an additional payment in the amount of N\$100 000.00 on 01 August 2024 in support of their application and confirmation of their commitment to acquire Erf 1021, Extension 6, Matutura.
- (d) That Council takes note that the Finance Department will provide a statement detailing all payments received, the 15% VAT portion and penalty interest calculated until 07 October 2024 in terms of Council's decision passed on 02 June 2024 under item 11.1.3, point (e).
- (e) That Council decides whether to:
- (i) *To revive the cancelled transaction in terms of an application received from UDF date 01 August 2024 for a further extension of time until Monday, 07 October 2024 and no further extension be entertained.*
- (ii) *To revive the cancelled transaction in terms of an application received from UDF dated 01 August 2024 for a further extension of time until Monday, 07 October 2024.*
- (f) That point (g) of the Council's resolution passed on 04 June 2024 under item 11.1.3 be executed.

5.3 **EXEMPTION TO PURCHASE ERF 1574, MATUTURA, EXTENSION 8 BY MS LEE DURETTA LEHANIE**

(S/M/C 2024/09/24 - E 1574 M)

M: PH
GM: CS&HC

RESOLVED: (For Condonation by Council)

- (a) That note be taken of Ms Lee Duretta LeHanie application to be exempted from the requirement to be a *first-time-homeowner* based on her divorce cases of which the two (2) properties were sold as per the divorce order.
- (b) That Ms Lee Duretta Lehanie who benefitted under the Mass Housing Development Programme be exempted from the allocation criteria defined in clause 6.5.3 of the approved standard triparty conditional donation agreement and ownership of the property be registered, subject to point (d) below.
- (c) That Council takes note of factors that may influence first-time-home ownership, which is not limited to divorce, employment status and change of employment location encountered in previous allocations: and the opinion dated 19 August 2024 provided by NHE as a party to the agreements.
- (d) That should the beneficiaries under the Mass Housing Development Programme who have owned 1 property before in Namibia be exempted, on condition they pay the current land value for allocated erf.
- (e) That in future, beneficiaries under the Mass Housing Development Programme who own or have owned two or more properties in Namibia is not exempted, and that the above case is not regarded as a precedent.

5.4 **REQUEST TO HOST THE 120TH COMMEMORATION OF THE EXTERMINATION ORDER OF GENERAL LOTHAR VON TROTHA AGAINST OVAHERERO PEOPLE IN SWAKOPMUND**

(S/M/C 2024/09/24 - 7/2/3, 14/2/2/1/3)

GM: EDS

RESOLVED: (For Condonation by Council)

- (a) That the Council takes note of the request from the Ovaherero Traditional Authority to overnight at the Mondesa Informal Soccer Field from 28 September 2024 to 06 October 2024.
- (b) That permission not be granted to the Ovaherero Traditional Authority to stay overnight during the 120 Commemoration Order of General Lothar Von Trotha against Ovaherero People in Swakopmund as the Council does not permit overnight stays at its facilities except the Municipal Rest Camp.

6. **MATTERS NOT ON THE AGENDA, BUT DISCUSSED WITH PERMISSION OF THE CHAIRPERSON**6.1 **REZONING OF ERF 441 TAMARISKIA PROPER FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:600M² TO GENERAL RESIDENTIAL 2 WITH A DENSITY OF 1:100M²**

(S/M/C 2024/09/24 - T 441)

RESOLVED: (For Condonation by Council)

GM: EPS

- (a) That the rezoning of Erf 441, Tamariskia Proper from "Single Residential" with a density of one dwelling per 600m² to "General Residential 2" with a density of one dwelling per 100m² be turned down.
- (b) That instead, Erf 441, Tamariskia Proper be rezoned from "Single Residential" with a density of one dwelling per 600m² to "General Residential 2" with a density of one dwelling per 250m².
- (c) That the rezoning of Erf 441, Tamariskia Proper from "Single Residential" with a density of one dwelling per 600m² to "General Residential 2" with a density of one dwelling per 250m² is subject to a 20% compensation fee calculated according to the Betterment Fee Policy of 2009 and be paid by the applicant.
- (d) That no building plans inclusive of relaxation of building lines or aesthetics application be approved until proof of payment of the compensation fee for the rezoning has been received by the Council.
- (e) That the applicant provides proof that the rezoning of Erf 441, Tamariskia Proper from "Single Residential" with a density of one dwelling per 600m² to "General Residential 2" with a density of one dwelling per 250m² has been approved by the Minister and promulgated before any submission of building plans to the Engineering and Planning Services Department for approval.
- (f) That all additional infrastructures that are to be required as a result of the proposed development be for the account of the applicant and in accordance with the specifications of the General Manager of Engineering and Planning Services.
- (g) That the on-site parking requirements be as per the Swakopmund Zoning Scheme.
- (h) That the applicant be informed that she may appeal against the Council decision for the allocated density to the Minister in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

6.2 **EMPLOYEE TEAMBUILDING EVENT 2024**

(S/M/C 2024/09/24 - 9/6/2)

RESOLVED: (For Condonation by Council)M: HC
GM: CS&HC

- (a) That the Council takes note of the teambuilding event which is scheduled to take place on 11 October 2024 at the Dome, and thus, Council offices will be closed for the day (essential staff will be on standby), and notifications will be sent to the public concerning the closure.
- (b) That the cost for the teambuilding event will be approximately N\$62,135.00, depending

on the number of attendances, and be defrayed and divided respectively from each department's functions and entertainment votes, and the cost for the purchase of the medals from the wellness activities Vote: 150015509000.

- (c) That the appropriate procurement processes be followed for the event.

6.3 **AUDIENCE: OMBUNDU INVESTMENTS (PTY) LTD - DEVELOPMENT OF EXTENSION 2, MYL 4: APPLICATION TO SETTLE THE PURCHASE PRICE IN 3 PAYMENTS**
(S/M/C 2024/09/24 - 16/1/4/2/1/8)

M: PH
GM: CS&HC

RESOLVED: (For Condonation by Council)

- (a) That the Council takes note of the correspondence dated 19 September 2024 received from Ombundu Investments (Pty) Ltd requesting the purchase price for Extension 2, Myl 4 to be paid in three phases in line with their three phases for the installation of services.
- (b) That it be noted that Extension 2, Myl 4 is a prime township development with very low risk and the Council can either sell it to developers with a proven record and capacity to develop or develop it by sourcing external low-interest loans and assistance from Erongo RED.
- (c) Council remains with its decision of 12 December 2023 under item 11.1.38 in terms whereof the deed of sale was approved regulating the payment of the full purchase price of N\$ 16 783 854.00 within 120 days from signing the deed of sale; i.e within 120 days from date of last party signing.
- (d) That if not agreed to by the developer, there is no benefit for Council to accept the payment of the purchase price in 3 delayed phases and it is proposed that Council considers cancelling the transaction.

6.4 **PROPOSAL TO HOST A NEW YEAR'S BASH IN SWAKOPMUND**
(S/M/C 2024/09/24 - 9/3/2/2)

M: CS
GM: CS&HC

RESOLVED:

That this item be referred back for an alternative venue that is away from residential areas due to the use of fireworks.

6.5 **REQUEST FOR ADDITIONAL FUNDS OF THE NAKOPA PROJECT TITLE - MEETING ISLAND MADE OF REGENERATIVE MATERIALS IN SWAKOPMUND**
(S/M/C 2024/09/24 - 5/2/4/5, 3/15/1/5/3)

GM: HSSWM

RESOLVED:

That all items under Supplementary Agenda No. 2 be referred back due to the short notification and submission period.

6.6 **ENDORSEMENT OF THE MEMORANDUM OF UNDERSTANDING (MOU) WITH COSDEC SWAKOPMUND FOR THE IMPLEMENTATION OF THE NAKOPA-FUNDED PROJECT**

(S/M/C 2024/09/24 - 5/2/4/5)

GM: HSSWM

RESOLVED:

That all items under Supplementary Agenda No. 2 be referred back due to the short notification and submission period.

6.7 **GRANT: AFRIFOODCITYCHAIN**

(S/M/C 2024/09/24 - 16/1/4/2/11)

M: CS
GM: CS&HC

RESOLVED:

That all items under Supplementary Agenda No. 2 be referred back due to the short notification and submission period.

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING AUGUST 2024**

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 14 AUGUST 2024**

11.1.1 **AUDIENCE: ROCKET INVESTMENTS CC - NEW PROPOSAL FOR THE JETTY LEASE AGREEMENT AND CONDITIONS ASSESSMENT**
(C/M 2024/10/08 - 16/2/10/1; 13/3/1/1)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **7.3** page **06** refers.

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

1. **INTRODUCTION**

This submission is tabled to the Management Committee to report on the execution of the decision made by the Management Committee on **16 May 2024** under item 7.2:

- (a) *That this item be referred and be resubmitted to the Management Committee.*
- (b) *That the General Manager: Corporate Services and HC provide a summary of challenges and issues experienced.*
- (c) *That the General Manager: Corporate Services and Human Capital obtain legal opinion in case of breach of contract.*
- (d) *That Messrs Lighthouse Group be invited for an audience with Councillors and provides proof of Income and Expenditure for the past twelve (12) months.*

With reference to point (d), please take note that the entity leasing the jetty is **Rocket Investments CC** (hereinafter Rocket) and not Lighthouse Group.

Rocket was invited to the Management Committee of **12 September 2024** for an audience.

2. **CURRENT SITUATION**

In execution of the above decision, the attached letter dated **18 July 2024** was addressed to Rocket requesting proof of income and expenditure for the past 12 months, i.e. the period ending 28 February 2024 (attached as **Annexure "A"**).

Rocket replied per a letter dated **08 August 2024 (Annexure "B")** and attached the audited financial statements for the period ending **28 February 2023**, and not for the period ending **28 February 2024**. The financial statements of a close corporation are not public information and will be excluded from the submission to the Council.

Also attached to the letter dated **08 August 2024** is the letter dated **04 April 2024** which was submitted to the Management Committee of **16 May 2024**.

Attached as **Annexure "C"** is the recommendation tabled to the Management Committee of **16 May 2024**.

Attachments:

Annexure "A"	:	Letter addressed to Rocket Investments CC dated 18 July 2024 in execution of the Management Committee resolution passed on 16 May 2024 under item 7.2.
Annexure "B"	:	Reply received from Rocket Investments CC dated 18 July 2024 to which the following documents are attached: <ul style="list-style-type: none"> ↳ Audited Financial Statements for the period ending 28 February 2023. ↳ A document explaining the maintenance costs. ↳ A copy of the letter dated 04 April 2024 which was submitted to the Management Committee of 16 May 2024.
Annexure "C"	:	The recommendation was proposed to the Management Committee of 16 May 2024 by the Engineering & Planning Services Department after a proper assessment of the shortcomings in terms of the lease agreement.
Annexure "D"	:	Clause 5.10 of the Lease Agreement (the complete copy can be provided electronically upon request).

3. **DISCUSSION OF THE DECISION MADE BY THE MANAGEMENT COMMITTEE OF 16 MAY 2024 UNDER ITEM 7.2**

After scrutinizing the submissions tabled to Council on **26 October 2023** under item 11.1.46 and the submission tabled to the Management Committee of **16 May 2024** under item 7.2 it appears the challenges and issues experienced (point (b) of the decision) are that Rocket is in breach of clause 5 as detailed in the two previous submissions. This resulted in the proposal submitted to the Management Committee of **16 May 2024 (Annexure "C")**.

In order not to incur any unnecessary legal costs in terms of point (c) a legal opinion was not requested pending the opportunity granted to Rocket to be heard (which is the purpose of this submission).

Rocket is in breach of the provision to maintain the jetty. A proposal was received from them providing options to rectify the breach which in essence releases them from their obligation and shifts the responsibility to Council. In return, they are offering to pay N\$25,000.00 monthly rental to be allocated to a maintenance fund for the jetty. The proposal is made in order to resolve the breach.

As indicated in the submission tabled to the Council on **26 October 2023**, an annual survey alone will cost the Council approximately N\$ 350 000.00 to N\$ 500 000.00 (annual income from increased rental is in the amount of N\$300 000.00).

Safe access to the public (clause 5.13) and indemnification of the Council of any claims are covered under clause 16 of the lease agreement.

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

RECOMMENDED:

- (a) That the Management Committee takes note of the following:
- (i) *The presentation by Rocket Investment CC regarding the status and proposal for the continued operation and maintenance of the jetty development;*
 - (ii) *The various issues pointed out by Engineering & Planning Services in the submission tabled to the Management Committee of 16 May 2024 under item 7.2; and*
 - (iii) *The recommendation (Annexure "C") which was proposed to ensure the ongoing operation and maintenance of the jetty.*
- (b) That Council further acknowledges the challenges faced by Rocket Investment cc in maintaining the Jetty.
- (c) That Council seeks a qualified legal opinion from the Legal Firm that drafted the current lease agreement on the potential implications for alternative options that might be explored with the sole intention to save the Jetty.
- (d) That a Special Management Committee be convened for a further deliberation on the Jetty situation.
-

**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.2 **TOILET CONSTRUCTION IN DRC INFORMAL SETTLEMENT**
(C/M 2024/10/08 - 14/2/8/2, 16/1/4/2/1/14, 14/1/3/1, 16/2/5/1/1)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **7.4** page **32** refers.

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

1. Purpose

The purpose of this submission is for the Council to consider a proposal (**attached**) from Innv8e which is a social enterprise in Namibia that is dedicated to delivering socio-economic benefits that have an impact. They aim to carry out a Basic Needs Programme which develops business and system delivery models for basic needs specifically in the areas of toilet construction in serviced areas in DRC-Informal settlement, specifically DRC-Proper (extension 27, 29 and 30).

On **29 February 2024**, the Council resolved under item 11.1.11 as follows:-

- (a) *That Council takes note of the unhygienic sanitation situation in DRC informal settlement*
- (b) *That the General Manager: Health Services and Solid Waste Management makes budgetary provision for (50) mobile toilets for rental to the residents of DRC informal settlement for a trial period of one (1) year.*
- (c) *That residents pay a deposit of the cost of the mobile toilet before it is rented out.*
- (d) *That toilets be delivered only after the contract is signed and upon payment of the deposit of the facility.*
- (e) *That the registered homeowners of DRC Proper be encouraged and financially supported to construct their own flushing toilets on the erf that are connected to the sewer system on a cost recovery method.*
- (f) *That the General Manager: Health Services and Solid Waste Management be permitted to demolish about 52 (fifty-two) vandalized and broken septic toilets in the DRC Proper.*
- (g) *That budgetary provision be made in the 2024/2025 annual budget.*
- (h) *That the General Manager: Health Services and Solid Waste Management carry out further assessment on the cost implications of the sanitation concept.*
- (i) *That public consultations be undertaken before implementation of the resolution.*

2. Background

In general, sanitation refers to the availability of services and infrastructure that is safe, dependable, environmentally sound, easy to maintain clean, offers privacy, protection against the weather, is well-ventilated, minimizes unpleasant smells, keeps flies and other disease-carrying pests out of the area, and permits the safe and appropriate treatment and/or removal of human waste. Improving sanitation is recognized to have a huge positive influence on health and dignity in homes across communities. Inadequate

sanitation is a major source of disease worldwide. It is estimated that more than 60 per cent of the Namibian population lacks access to improved sanitary facilities, of which the majority are residents in urban informal settlements and rural areas.

Rapid urbanization remains a critical challenge for Local Authorities across the world mainly due to the rapid pace of population growth. In Namibia, a significant number of individuals are migrating from rural to urban regions in pursuit of better prospects. Once they arrive in metropolitan reception areas, they are confronted with substandard living circumstances and sudden destitution. Many informal settlements lack access to sufficient and reasonably basic services including sanitary facilities and water supplies.

In Swakopmund, about 487 septic tank toilets were constructed in DRC-proper for a population of about 7000 inhabitants in 2005. The septic tank toilet was shared between two households, while some were shared by more than four households. According to observations and results of the recent local survey (as illustrated in the images below), out of the identified 434 septic tank toilets, 260 of the toilets have tanks that are well covered and no hazardous threat to children in the surroundings, 65 have no lids over the tank which can be both a health and safety hazard, 52 of the septic tanks are damaged and 65 have damaged lids. They are not utilised due to safety concerns.



Figure 1: Full tanks that are not emptied and tanks with no lids.



Figure 2: Destroyed structures of toilets in DRC Proper



Figure 3: Some toilets are still taken care of - proper hygiene practices in the community.

During 2022-2023, about six Sanitation Centres were constructed on open spaces in DRC (four in DRC Proper and two in Waagdaar). An additional Centre was constructed by Development Workshop Namibia (stakeholder). The facilities have running water consisting of a male and female toilet as well as a kiosk which is operated, maintained, and kept clean by a community member selected by the community leaders in DRC. The kiosk is intended for potential future business opportunity. Security guards are stationed at the Sanitation Centres to discourage criminal activities and vandalism. Despite Council's efforts to improve sanitation in the informal settlement, the population has increased to an estimate of about 31 080 residents. The current ablution facilities are not sufficient to cater for the growing population.



3. Conclusion

The septic tank toilets as well as the sanitation centres that currently exist in DRC informal settlements are not sufficient for the residents. DRC Proper (Extension 27, 29 and 30) has been serviced and about 875 ervens are ready for occupation and construction of houses. With the construction of houses, sanitation will be available for these households. Therefore, residents who have acquired their land ownership status and are interested in financial assistance or materials on a loan basis would then use such provisions to construct flush toilets and connect to the sewer system.

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

RECOMMENDED:

- (a) That the Council takes note of the offer received from Innv8e to construct toilets on loan for the interested residents of the DRC informal settlement.
 - (b) That permission be granted to Innv8e to construct toilets on serviced ervens in DRC informal settlement (Extension 27,29 and 30 DRC Proper).
 - (c) That permission be granted to Innv8e to access the database with information about residents who have acquired their ownership status.
 - (d) That the owners be notified/informed about the toilet construction project and the terms and conditions associated with the project.
 - (e) That the Engineering & Planning Services Department approves the allocation of the toilets at the ervens that have acquired their full land ownership status in the serviced areas of DRC informal settlement.
 - (f) That the Engineering & Planning Services Department analyse and approve building plans for the toilets to be constructed.
 - (g) That the service provider or contractor carries out an affordability assessment before commencing with the toilet construction in the DRC informal settlement.
-



Ms. Tuna Willem
Managing Director
Innv8e Group (PTY) LTD
Box 1904
Windhoek
Namibia

31st May 2024

SWAKOPMUND MUNICIPALITY

Chief Executive Officer

Mr. A. Benjamin

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Dear Mr. Benjamin,

Subject: Collaboration Request for the Basic Needs Programme: Integrated Sustainable Community Development

I trust this letter finds you well. Today, we extend an invitation to Swakopmund Municipality to participate in a market-driven, multi-sector, and multi-stakeholder Programme designed to harness the power of social enterprise, driven by social and economic coalitions.

We are eager to understand your scope and appetite for the spaces we have identified and your capacity to consider sustainable innovation models. We have developed a fully Namibian consortium with vision, leadership, resources, and technical expertise to realize the opportunity and create both commercial and social value. We believe this aligns with your commitment to sound business practices and corporate citizenship for social advancement.



About Us

Innv8e is a pioneering social enterprise in Namibia dedicated to delivering impactful socio-economic benefits. Our model is not about charity; it is about creating sustainable, market-based solutions to some of the most pressing social challenges. We craft social and economic coalitions, transforming market challenges into opportunities through commercialization. By leveraging resources from various sectors, we develop innovative solutions that are both commercially viable and socially beneficial. This approach creates new opportunities and sets a precedent for sustainable development in Namibia.

Status Quo

We are acutely aware of the challenges faced by communities and Local Authorities across Namibia. The stark reality of inadequate housing, lack of sanitation facilities, and the absence of innovative and safe public spaces reverberates through the streets and homes of our communities. Families endure the indignity of substandard living conditions, children grow up without access to basic hygiene, and vibrant neighborhoods wither under the weight of socio-economic challenges.

The Basic Needs Programme

The Basic Needs Programme develops business and system delivery models for Basic Needs, particularly in the areas of Toilets, Spaces, Regional Development, Enterprise Development and Well-being. The Programme tackles the the provision of Basic Needs and to create a new world social blueprint by solving problems using business principles. The Basic Needs Programme is aimed at developing a cohesive model and delivery scheme. It includes several key projects:

2024 Projects:

The Housing Project (2024 – 2034): Developing affordable and sustainable housing solutions over a 10-year period.

The Toilet Project (July 2024 – 2034): Providing sanitation facilities to improve health and hygiene in informal settlements over a 10-year period.

The Spaces Project (July 2024): Creating safe and functional public spaces, parks, and informal trading zones, starting with the approved Zoo Park as the Pilot in the City of Windhoek.

Integrated Sustainable Community Development

Further to our agreement to co-operate with the Association for Local Authorities in Namibia (ALAN), we advance the agenda of Housing, Toilets (Manufacturing), and the revisioning of Public Open Parks and Spaces. Our engagement scope develops a pilot site encompassing the following:

1. Affordable Housing Project (& Sustainable Living Parks):

- Price Range: N\$ 100,000.00 – N\$ 450,000.00
- Higher Tier Affordable Housing: N\$ 550,000.00
- Units per Project: 300 – 2000 per project

Key Features:

- **Sustainable Design:** Incorporation of energy-efficient materials and construction methods to ensure long-term sustainability and reduced utility costs for residents.
- **Community Integration:** Development of neighborhoods with access to essential amenities such as schools, healthcare facilities, and markets.
- **Technical Expertise:** Utilization of innovative construction techniques, including prefabrication and modular housing, to reduce costs and construction time.

Impact Metrics:

- **Social:** Improvement in living standards for over 1,000 families per project; increased access to essential services such as education and healthcare; enhanced community cohesion and quality of life.
- **Economic:** Creation of approximately 500–1,000 jobs during construction and maintenance phases; stimulation of local economy through procurement of local materials and services.
- **Environmental:** Adoption of green building practices to minimize environmental impact.

2. Toilet Manufacturing in Informal Settlements:

- Project Scope: 500 toilets per project

Key Features:

- Local Manufacturing: Production of sanitation units within Namibia to support local businesses and reduce costs.
- Affordable Access: Design and pricing to ensure the facilities are within the financial reach of the targeted communities.
- Total Logistical Solutions: Comprehensive services including delivery, installation, and maintenance.

Impact Metrics:

- Social: Significant reduction in waterborne diseases and improvement in overall hygiene.
- Economic: Job creation in the manufacturing, logistics, and maintenance sectors.
- Environmental: Improvement in sanitation infrastructure leading to healthier living conditions.

3. Public Open Spaces, Parks, Informal Trading Spaces & Tourism Zones:

- Project Scope: 1 site per project (The Zoo Park Project)

Key Features:

- Green Spaces: Development of lush, well-maintained green areas for relaxation and recreation.
- Community Facilities: Installation of playgrounds, seating areas, and exercise equipment to encourage community interaction and physical activity.
- Economic Opportunities: Designated spaces for informal trading, supporting local entrepreneurs and providing convenient services for park visitors.

Impact Metrics:

- Social: Creation of inclusive spaces that foster community cohesion and provide recreational opportunities.

- **Economic:** Boost to local economy through increased foot traffic and support for informal traders.
- **Environmental:** Preservation and enhancement of urban green spaces, contributing to better air quality and urban biodiversity.

Value to Local Authority

Participating in these projects offers substantial benefits to the Swakopmund Municipality:

1. Housing:

- **Economic Boost:** Increased local employment opportunities and stimulation of the local economy.
- **Enhanced Community Services:** Better living standards and increased access to essential services, leading to overall community development.
- **Sustainability:** Promotion of environmentally friendly building practices, contributing to sustainable urban development.

2. Sanitation:

- **Health Improvement:** Reduced disease prevalence and enhanced overall public health.
- **Economic Opportunity:** Local job creation and stimulation of local manufacturing sectors.
- **Environmental Health:** Cleaner, safer living environments in informal settlements.

3. Public Spaces:

- **Community Development:** Enhanced recreational spaces improving quality of life.
- **Economic Growth:** Increased economic activity through informal trading and tourism.
- **Environmental Benefits:** Improved urban biodiversity and air quality.

Legal Basis for Collaboration

Under the Local Authorities Act of Namibia, Local Authorities have the mandate to enter into partnerships and ventures that promote community development and improve service delivery.

Specifically, the Act allows Local Authorities to:

- **Enter into agreements:** Local Authorities can collaborate with private entities to execute projects that benefit the community.
- **Leverage resources:** Engage in public-private partnerships to optimize resources and deliver public services efficiently.

- **Promote development:** Implement initiatives that foster social, economic, and environmental development.

Potential for Transformation

This proposal has the potential to make a significant social and economic contribution to the Local Authority by:

- **Attracting Investment:** Drawing in both local and international investments through well-structured, sustainable projects.
- **Enhancing Service Delivery:** Improving the quality and reach of municipal services, thereby boosting resident satisfaction.
- **Building Reputation:** Positioning Swakopmund as a leader in innovative, sustainable urban development, setting a precedent for other municipalities.

Plan for Collaboration

Our collaboration plan involves the following key steps:

1. **Identifying Challenges and Problems:**
 - We will work closely with Swakopmund Municipality to identify the specific challenges and problems faced in the DRC area and other areas of interest.
2. **Pilot Project per Site:**
 - We propose to create a pilot project for each identified site, starting with the DRC area, and extending to Swakopmund Extension 40, Swakopmund Extension 41, and Swakopmund Extension 42 if DRC is not suitable. (Potential sites of interest)
3. **Integrated Approach:**
 - We aim to deliver housing, toilets, and sanitation in an integrated manner within these areas.
4. **Exploring Land Parcels:**
 - Together with the local authority, we will identify and explore suitable parcels of land based on the following metrics (Not limited to):
 - Land Use Type: General residential zoning.
 - Bulk Ratio: Minimum bulk ratio of 1:100.
 - Project Size: Minimum of 300 units up to 2000 units.

5. **Models of Engagement:**
 - We will present various models of engagement to the local authority to determine the best fit.
6. **Memorandum of Understanding (MOU):**
 - We prefer to sign an MOU with the local authority once the engagement models are outlined and presented to the council for their expression.
7. **Collaboration Agreement:**
 - Following the MOU, we will enter into a collaboration agreement, detailing our engagement scope from project preparation, project design, servicing of land, installation of services, through to the handover of the developed site to the local authority.
8. **Technical Partners:**
 - Innv8e will present its technical partners who will drive the collaboration model, ensuring the highest standards of project execution and delivery.
9. **Full Development Interventions:**
 - Our scope includes site identification, feasibility studies, project planning, architectural and engineering design, regulatory compliance, procurement, construction, handover etc.

Information Required

To facilitate our planning and ensure successful collaboration, we require the following information for each parcel of land:

1. Housing Projects:

- Location and zoning status of the land (general residential zoning).
- Bulk ratio and permissible density (minimum bulk ratio of 1:100).
- Availability of serviced and unserviced land parcels.
- Potential project size (300 to 2000 units).

2. Sanitation Projects:

- Locations of existing sewage systems.
- Areas lacking toilet facilities.

- Areas with existing toilet facilities and their conditions.

3. Public Spaces Projects:

- Locations of public open parks, public open spaces, tourism zones, informal trading spaces, taxi ranks, sports zones, and information sites.

Themes of Our Work

Our key themes in developing spaces include (not limited to):

- **Job Creation:** Creating employment opportunities through construction, manufacturing, and maintenance.
- **Value Addition:** Enhancing the value of local resources by incorporating them into our projects.
- **Designing New Delivery Models:** Developing innovative approaches to address social challenges effectively.
- **Local Supply Chain:** Utilizing local suppliers and contractors to stimulate the local economy.
- **Local Value Creation:** Generating tangible economic and social benefits for the local community.

Collaborate, Engagement and Presentation Request

We request a presentation slot to express interest and outline our proposed collaboration in detail. We seek your approval to present to the Council and management team.

Invitation (Please save the date)

You are hereby invited to the Stakeholder Introduction Section of the Basic Needs Programme and the Launch of the Zoo Park Project. Details as follows:

Date: 5th July 2024

Venue: City of Windhoek

Time: 10h30 – 14h30

RSVP: projects@eliko.holdings



The official invitation and draft programme will be sent out on Friday 7th June 2024.

Conclusion

With this in mind, we request a date and time for a preliminary meeting or presentation to facilitate cooperation. Thank you for considering this invitation. Let us embark on this journey together, united in our vision of a better tomorrow for Namibia. Please do not hesitate to contact us directly to explore and facilitate further or to discuss any questions you may have.

Yours sincerely,

Tuna Willem

Managing Director: Innv8e Group (PTY) LTD

Email: tuna@innv8e.com

Website: www.innv8e.com

Cell no: +264 81 125 4447

11.1.3

ERF 4888, SWAKOPMUND: APPLICATION TO WAIVE PRE-EMPTIVE RIGHT
(C/M 2024/10/08 - E 4888)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **7.5** page **42** refers.

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

1. Introduction

The following letters were received requesting the Council's permission to waive the pre-emptive right registered in the title of Erf 4888, Swakopmund:

- 1.1 a letter dated **09 July 2024 (Annexure "A")** received from Mr Fredrich Wilhelm Weber (jnr - ID 8711245174085) who is duly appointed as the executor of the estate of the late Friedrich Wilhelm Weber (snr - ID 5110025173081), who is the late sole member of Executive Trading Fifty-Two CC (in which ownership of Erf 4888, Swakopmund is registered).
- 1.2 a letter dated **12 July 2024 (Annexure "B")** serving as a power of attorney appointing Ms Muggy Lofty Eaton of Lofty Eaton Real Estate to act on their behalf in the application for Council's permission to sell Erf 4888, Swakopmund to a third party.

The application is tabled to Council to consider waiving the pre-emptive right.

2. The Grounds of the Application

The reasons for the application are that the heirs to the late estate of Fredrich Wilhelm Weber:

- permanently closed the business operations in Namibia,
- permanently resides in South Africa
- has no intention to develop Erf 4888, Swakopmund
- has business interests in South Africa and not in Namibia.

As per point 4 below, on **30 September 2021** under item 11.1.26 Council approved a similar application based thereon that the business operations were moved to South Africa.

3. Background

3.1 Proxy Issued to bind Close Corporation

Ms. Marilize Labushchagne (at the time of the closed bid sale of 02 December 2016 she was the sole member of Executive Trading Fifty-Two CC) authorized Mr. Fredrich Wilhelm Weber (snr) by proxy to buy Erf 4888, Swakopmund (14 520m²) in the name of Executive Trading Fifty Two CC at the closed bid sale on **02 December 2016** for N\$ 5 111 040.00 plus N\$ 766 656.00 (15% VAT). Ownership of the erf was transferred to the close corporation on **15 November 2017** in the deeds registry office.

3.2 **Pre-Emptive Restriction Registered to Avoid Speculation**

Industrial erven in Extension 10 are registered with a restrictive condition in order to avoid speculation by purchasers to transfer properties to 3rd parties prior to developing such. Should the purchaser intend to sell the undeveloped property, he / she must first offer it to Council to purchase.

Quoted below for ease of reference are the conditions that were registered against the title deed:

*"7.1.3 the condition that the ERF may not be alienated unless it has been improved at the minimum value stipulated in **paragraph 4 of Annexure "A"**. "Improved" shall be construed to mean the construction of a building or buildings designed commensurate with the use-zoning of the ERF. In the case of the PURCHASER being a corporate entity or a trust, "alienate" in the context of this clause shall include the alienation of the equity in the corporate entity, or any part thereof, or the replacement of the majority trustees and/or the beneficiaries or changing the aim of the trust.*

As per the above conditions, the development of Erf 4888, Swakopmund therefore must be completed before the purchaser is allowed to sell the erf to a 3rd party.

A pre-emptive right was registered in favour of the Council in order to avoid speculation by the purchasers and to ensure that they construct improvements on the property before they can sell.

3.3 **Alienation of Membership of the Close Corporation**

Clause 7.1.3 above further states that the equity in a corporate entity may not be changed as this also relates to alienation. This condition formed part of the conditions of sale document which was issued to each bidder prior to the sale.

Although Ms. Marilize Labushchagne issued a proxy to Mr. Fredrich Wilhelm Weber (snr) to act on behalf of the close corporation, she was the sole member at the time of the closed bid sale on **02 December 2016**. The proxy does not state that she is in the process of selling the close corporation to him.

On **10 March 2017**, the membership of the closed corporation was amended to Mr. Fredrich Wilhelm Weber (snr) as the sole member (**Annexure "C"**).

Due to delays being caused by objections received against the closed bid sale, the deed of sale was only signed on **11 May 2017**. Transfer of ownership of Erf 4888, Swakopmund was registered on **15 November 2017**.

As the sole member of the close corporation is deceased, it is proposed that the Council condones the action in terms whereof membership in the close corporation was changed after the closed bid sale on **02 December 2016**, but prior to the transfer of ownership and registration of the condition in the title deed on **15 November 2017**.

4. **Past Decisions by Council re Applications to Waive the Pre-emptive Right**

Council has a record of protecting the public and consistently refusing to waive the pre-emptive period for the sale of the property to third parties. The primary purpose of the

restriction of the sale of properties is to prevent speculation and to educate the public on the importance of owning fixed property.

Council in the past turned down applications of property owners in Extension 10 who intend to sell their unimproved erven, listed below for ease of reference:

- ① Erf 4812, Swakopmund - Council on **25 October 2018**, item 11.1.13 which was later approved by Council on **30 September 2021** under item 11.1.26
- ② Erf 4892, Swakopmund - Council on **28 March 2019**, item 11.1.13
- ③ Erf 4829, Swakopmund - Council on **23 May 2019**, item 11.1.22

5. **Waiver Applications Approved for Industrial zoned Erven in Extension 10**

For completeness, the following approvals were granted by Council based not only on economic hardships but also on merits such as old age and moving of business operations:

On **31 October 2019** Council under item 11.1.10 passed the following resolution:

- "(a) That Council waives the pre-emptive right registered over Erf 4855, Swakopmund and permits Mr Harold V Ganaseb and Mrs Jolanda Ganases to sell their erf to a third party as they are unemployed and currently in financial difficulties and the municipal services are in arrears with N\$ 71 991.44 plus N\$ 242 360.55 from the First National Bank.
- (b) That in future, Council waive its pre-emptive rights based on the merit of the application provided that the applicant submits evidence to support the appeal and claim."

On **26 March 2020**, Council under item 11.1.5 passed the following resolution:

- "(a) That Council waives the pre-emptive right registered over Erf 4893, Swakopmund and permits Mr Samuel Venter to sell his erf to a third party in order to pay his outstanding debts as confirmed by his accountant Messrs Prestige Accounting & Tax Services CC.
- (b) That Council takes notes of the financial proof provided by Mr Samuel Venter that he is unable to afford and or develop his erf."

On **31 August 2020**, Council under item 11.1.4 passed the following resolution:

- "(a) That Council waives the pre-emptive right registered over Erf 4841, Swakopmund and permits PSG Trading Enterprises CC to sell their erf to a third party in order to settle their mortgage bonds and municipal account.
- (b) That Council takes note of the financial proof provided by PSG Trading Enterprises CC that they are unable to afford and develop Erf 4841, Swakopmund."

On **29 October 2020**, Council under item 11.1.1 passed the following resolution:

"That Council considers the merit of being a pensioner as motivation whether to waive the pre-emptive right registered over Erf 4857, Swakopmund and permits Mr Valentino Bonadei to sell their erf to a third party as he is unable to develop Erf 4857, Swakopmund."

On **30 September 2021**, the Council under item 11.1.26 passed the following resolution:

"That Council accepts the merit motivation for the closing of business operations in Swakopmund and waives the pre-emptive right registered over Erf 4812, Swakopmund and permits Messrs KS Properties Namibia (Pty) Ltd to sell their undivided erf to a third party."

On **31 March 2022**, the Council under item 11.1.18 passed the following resolution:

"That Council accepts the motivation given, i.e the financial pressure as well as the settlement of the overdraft facility, and waives the pre-emptive right registered over Erf 4850, Swakopmund to permit ABTRACT CC to sell their undeveloped erf to a third party".

On **31 March 2022**, Council under item 11.1.19 passed the following resolution:

"That Council accepts the motivation given, i.e. Covid-19 drastically changed Virtual Properties CC's circumstances, which made it impossible to develop Erf 4862, Swakopmund and waives the pre-emptive right registered over the same property and permits Virtual Properties CC to sell their undeveloped erf to a third party."

On **31 March 2022**, the Council under item 11.1.21 passed the following resolution:

"That Council approves the motivation that there was a decline in business revenue and the resultant trading loss and waives the pre-emptive right registered over Erf 4861, Swakopmund and permits Beniz Trading CC to sell their undeveloped erf to a third party."

On **26 October 2023**, the Council under item 11.1.14 passed the following resolution:

- "(a) That Council takes note of the application by Roberts Legal Practitioner on behalf of Mr Giacomo Luigi Bonadei.*
- (b) That Council waves the restriction registered in the Deed of Transfer T 7385/2013 against Erf 4863, Swakopmund due to severe health conditions."*

On **27 June 2024**, the Council under item 11.1.21 passed the following resolution:

- "(a) That Council takes note of the application by Muggie Lofty-Eaton, acting on behalf of Ms Diana Husselmann to waive the pre-emptive right registered against Erf 4798, Swakopmund.*
- (b) That Council waives the restriction registered in the Deed of Transfer T 02672/2014 against Erf 4798, Swakopmund in order to allow Ms D Husselmann as executrix of the estate to sell the property to a third party."*

On **27 June 2024**, the Council under item 11.1.23 passed the following resolution:

- "(a) That Council takes note of the application by Mr Christopher Harry King to waive the pre-emptive right registered against Erf 4836, Swakopmund.*
- (b) That Council waives the restriction registered in the Deed's Office against Erf 4836, Swakopmund in order to allow Mr King to sell his property to a third party based on the property being registered in his personal name and he has reached the age of 60 (is a pensioner as approved by Council on 29 October 2020 under item 11.1.11).*
- (c) That Council delegates to the Chief Executive Officer the approval of the waiver of the restrictive clause applicable to the sale of erven located in Extension 10, Swakopmund in cases where:

 - (i) the property was bought in the personal name of a person;*
 - (ii) and the owner reached the age of 60 years."**

6. **Discussion**

It is proposed to approve the application by Lofty Eaton Real Estate on behalf of their client Mr Fredrich Wilhelm Weber (jnr), executor of the estate of Fredrich Wilhelm Weber (snr), sold member of Executive Trading Fifty-Two CC and allow them to sell Erf 4888, Swakopmund to a third party.

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

RECOMMENDED:

That the Council considers the merit of the closing of business operations in Namibia and the permanent relocation of the heirs to the estate of late Fredrich Wilhelm Weber (snr) to South Africa and waives the pre-emptive right registered against the title deed of Erf 4888, Swakopmund to allow Executive Trading Fifty-Two CC to sell its undivided erf to a third party.

**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.4 **APPLICATION FOR THE REZONING OF ERF 8443, SWAKOPMUND, EXTENSION 31 FROM "LOCAL AUTHORITY" TO "AUTHORITY"**
(C/M 2024/10/08 - E 8443)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **7.6** page **55** refers.

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

1. Purpose

The purpose of this submission is to execute the Council Resolution Number C/M 2024/06/04, of June 2024 to rezone Erf 8443, Swakopmund Extension 31, from "Local Authority" to "Authority" for the establishment and construction of a police station.

2. Introduction and Background

Council at its meeting held on the **4th of June 2024**, under item No. 11.1.26, resolved the following:

- (a) *That Council donates the entire Erf 8443, Swakopmund, measuring 2 482m² zoned "Local Authority" to the Ministry of Home Affairs, Immigration, Safety & Security for the construction and donation a Police Station by CNNC.*
- (d) *That as part of the donation, Council attends to the rezoning of Erf 8443, Swakopmund to an appropriate zoning for the use as a police station, i.e. point (g) of Council's resolution passed on 12 December 2023 under item 11.1.29 is no longer relevant.*

This submission is therefore made in accordance with and in fulfilment of the aforesaid Council resolution.

3. Ownership

Ownership of Erf 8443, Swakopmund Extension 31 vests in the Municipal Council of Swakopmund in terms of Certificate of Consolidated Title T 5700/2016. The Deed of Donation to the Ministry of Home Affairs, Safety and Security is yet to be finalised. See **Annexure A**.

4. Zoning, Locality and Size

Erf 8443, Swakopmund Extension 31 is zoned "local authority" and is situated along Andreas Nelumbu Street. It can also be accessed via Dr. Van Wyk Street and measures 2482 m² in size. The locality plan is attached as **Annexure B**.

5. Access, Municipal Services and Parking

Access to Erf 8443, Swakopmund is obtained from Andreas Nelumbu Street as well as Dr. Van Wyk Street. The Erf has access to municipal services and parking will be provided on the site in accordance with the provisions of the Swakopmund Zoning Scheme.

6. Public consultation

The rezoning of Erf 8443, Swakopmund Extension 31 was advertised on the 21st & 28th of June 2024 in the Namibian and Namib Times newspapers, and in the Government Gazette Number 8388 of 1st July 2024. A notice was additionally placed on Council's notice board as well as on-site. The last date to submit objections and comments was the 18th July 2024.

In terms of Section 107 and Regulation 10 & 12 of the Urban and Regional Planning Act. Most of the erven in the vicinity of Erf 8443, Swakopmund, Extension 31 belong to Council except for two, namely, Erven 8440 and 8441. The two neighbouring property owners were notified in writing via registered mail of the Council's intent to rezone the property. No Objections were received. (see **Annexure C**)

7. **Proposed Rezoning**

Council received a request in September 2023 from CNNC Rössing Uranium Limited for the donation of Erf 8443, Swakopmund Extension 31 for the construction of a police station to be donated to the Ministry of Home Affairs, Immigration, Safety and Security. In a letter dated 3rd October 2023, CNNC Rössing Uranium Limited was requested by Council to seek confirmation from the Ministry of Home Affairs, Immigration, Safety and Security regarding the proposed donation of the building proposed for construction on Erf 8443, Swakopmund Extension 31.

Confirmation from the Ministry of Home Affairs, Immigration, Safety and Security was received in a letter dated 5th October 2023, upon which the item was tabled at the Council's meeting held on 12th December 2023. The item was then resubmitted to the Council at its meeting held on the 4th of June 2024, where the decision for the Council to undertake the rezoning was taken. Erven that accommodates government buildings are zoned "authority", Erf 8443, Swakopmund Extension 31 will therefore be rezoned from "Local Authority" to "Authority".

The town of Swakopmund currently only has two police stations that serve the whole town. There is one in the city centre and another one in Mondesa. The proposal for the addition of another police station is not only welcomed but is critical given the rise in the population of the town with an annual growth rate of 5.3%. The proposed police station therefore provides an opportunity for the communities of DRC and Matutura to be served as well. It is against this background that the request by CNNC Rössing Uranium Limited was submitted.

The presence of a police station in an area yields a number of benefits such as enhanced public safety, crime deterrence, improved community trust, increased economic benefits, accessibility as well as emergency preparedness. A police station can significantly improve the safety and security of a community by providing a quicker response to emergencies and crimes. It can also act as a deterrent to criminal activities, making the area less attractive to potential offenders. Studies have shown that safer communities can attract businesses and investors, thereby boosting the local economy and creating job opportunities, this is especially true for the business sites next to Erf 8443, Swakopmund Extension 31. The presence of a police station in an area can also foster better relationships between law enforcement and residents, leading to increased trust and cooperation.

Artistic impressions of the envisaged police station were shared by CNNC Rössing Uranium Limited and are attached as **Annexure D**.

8. Conclusion

The rezoning of Erf 8443, Swakopmund Extension 31 from "local authority" to "authority" is submitted in fulfilment of a Council directive and is recommended for approval. It is an initiative that is highly welcomed and is beneficial to the town and the communities it will serves.

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

- (a) That the rezoning of the Erf 8443, Swakopmund, Extension 31 from "Local Authority" to "Authority" be approved.
 - (b) That the rezoning of Er 8443, Swakopmund, Extension 31 is not subject to a compensation fee with respect to Betterment calculated in accordance with Section 9 (b) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) Regulations in conjunction with the national betterment fee policy of 2009.
 - (c) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve; shall be tolerated.
-

**Documents
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11.1.5

REQUEST FOR APPROVAL OF OPERATIONAL ADJUSTMENTS AND FACILITY UPGRADES AT NORTHERN BEACH RECREATIONAL FACILITY

(C/M 2024/10/08 - 14/2/4/1)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **7.7** page **74** refers.

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

1. INTRODUCTION

The attached letter (**Annexure "A"**) was received from Mr. Leonard Gift Nashilundo, a local youth and the lessee of the Northern Beach Recreational Facility. Mr. Nashilundo is requesting permission for various financial and operational adjustments and support, including rate adjustments for rent and braai stand charges, provision of materials and assistance for toilet maintenance, extension of operating hours for long weekends and holidays, and facility upgrades including an outside tap and gates for the playground.

2. BACKGROUND

In an effort to foster entrepreneurship and create employment opportunities for local youth, the Council allocated three (3) business kiosks at the following locations:

- Northern Beach Recreational Facility
- ERF 3701 Mondesa (Hanganeni Playground)
- ERF 503 Tamariskia (Tamariskia Playground)

Council on **24 November 2022** under 11.1.15 resolved as follows regarding the Northern Beach Recreational Facility:

- (a) That Council approves the leasing of a kiosk situated at the Northern Beach Development in the of proximity Platz Am Meer for a period two (2) years to a local youth / youth group in order to create employment.
- (b) That the lessee may not charge for the use of the toilets and may not levy more than N\$10.00 for shower.
- (c) That the braai stands be availed to the public at a cost to be determined.
- (d) That the playground and gardens be managed and maintained through the existing contracts (PPP) and that the Engineering & Planning Services Department maintains the equipment as required.
- (e) That the life savers room be availed to the Namibian Navy to manage and safeguard the beach area during the required period as per existing agreement
- (f) That the maintenance and management contract of the recreational facility be reviewed after a year of operation.
- (g) That the operating times be from 08:00 to 20:00.

Mr. Leonard Gift Nashilundo, the current lessee at the Northern Beach Recreational Facility, commenced his business operations on **April 01, 2024**. Based on his initial experience operating at the Facility, he submitted a letter on **May 7, 2024**, outlining

various issues and requesting permission for several adjustments and support from the Council.

PROPOSAL

In his letter, Mr. Nashilundo has put forward the following requests:

- For the rent of **N\$800.00** (which he initially proposed) to be reduced to a fee of at least **N\$500.00**.
- To assist and provide cleaning materials as well as toilet paper.
- To change braai stand charges from **N\$50.00** to **N\$100.00** per day.
- For operating hours to be extended from 20h00 to 22h00 on long weekends, public holidays, and festive seasons.
- For an outside tap (that can be locked) and basin to be provided for customers at the braai stands to easily access water.
- To provide gates for the playground that can be locked, as it has been noticed that squatters sleep there. Boxes used for sleeping have been removed several times.

For financial-related requests, including rent adjustment, assistance with and provision of cleaning materials and toilet paper, and increase of braai stand charges, the lessee listed the following reasons:

- *Unforeseen Levies: Upon signing the contract, the lessee realized that a few levies would be added to the monthly bill, which was not taken into consideration such as fire brigade services, cleaning, and disposal fees.*
- *Electricity Expectation vs. Reality: The lessee expected conventional electricity and a switch to prepaid electricity at a later date. Upon starting at the premises, it was discovered that the electricity is already prepaid, covering the entire building, including the upstairs and the surrounding lights.*
- *Cost of Job Creation: The lessee created jobs for two (2) unemployed youths, a handyman, and a sales lady at the kiosk, necessitating the payment of their salaries.*
- *Public Facility Usage: Although the business has been slow, generating minimal income from renting braai stands, many people, such as playground users, joggers, people having picnics, garden cleaners, and municipal cleaners, still use the public toilet for free. Expenditures on toilet paper and cleaning materials are still necessary to maintain a hygienic environment.*

3. DISCUSSIONS

The facility has been primarily utilised on weekends with low turn up on weekdays. This has been mostly attributed by the weather conditions.

The financial data for the Northern Beach Recreational Facility for April, May, and June indicates a persistent challenge in balancing income and expenditure (**Annexure "B"**). In April, the facility generated an income of N\$4,984.00 against an expenditure of N\$6,785.50, resulting in a deficit of N\$1,801.50. May showed improvement with an income of N\$7,722.00, but expenses remained high at N\$6,905.46, yielding a modest surplus of N\$816.54. In June, the income stood at N\$7,196.00 while expenditure was N\$6,671.00, leading to a small surplus of N\$525.00. The cumulative figures for the three months revealed a total income of N\$19,902.00 and a total expenditure of N\$20,361.96, resulting in an overall deficit of N\$459.96. This financial strain underscores the need for the requested adjustments to ensure the sustainability and growth of the business.

Given the situation, the lessee is facing and to provide the necessary support for his business on this premise, it is reasonable to alleviate his financial burden by reducing

the rent and encouraging him to host private events. This will help generate sufficient income to cover costs including paying salaries and settling a water bill.

Additionally, instead of providing cleaning materials and toilet paper for the restrooms, a N\$3.00 fee per toilet use can be introduced. This fee will generate income for the lessee to cover the costs of cleaning materials and maintenance. This is mostly a common practice with other public toilets such as the ones situated at Woermann Brock Town and Museum.

The request to extend operating hours from 20h00 to 22h00 on long weekends, public holidays, and festive seasons should also be considered to build a strong community presence due to the influx of visitors.

Lastly, installing an outside tap and basin for customers at the braai stands will provide added convenience. It will allow easy access to water for cooking and cleaning, enhance hygiene, and improve customer satisfaction, potentially boosting the lessee's revenue.

Gates for the playground will also be installed by the Economic Development Services.

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

RECOMMENDED:

- (a) That Council takes note of the request for operational adjustments at the Northern Beach Recreational Facility.**
 - (b) That Council grants permission to reduce the rental fee for the premise by 50% from N\$800.00 to N\$400.00 to alleviate the financial burden on the lessee.**
 - (c) That Council does not approve the request to provide cleaning materials but grants permission to implement a charge of N\$3.00 per toilet use instead to generate income for the lessee for maintenance.**
 - (d) That Council approves the request to extend operating hours from 20:00 to 22:00 on long weekends, public holidays, and festive seasons to accommodate visitors.**
 - (e) That Council increases the current rate to N\$80.00 per braai stand and encourages the lessee to host private events to boost the revenue and remain in business.**
 - (f) That Council permits the installation of an outside sink tap at the premise to provide added convenience for customers/facility users.**
-

ANNEXURE "A"

14/2/4/1

15

Leonard Gift Nashilundo

0814212317

giggs6@live.com

Po box 2194 SWK

07 May 2024

The Chief Executive Officer
Municipality of Swakopmund
PO.BOX 53 SWK



RE:NORTHERN BEACH RECREATION FACILITY (OK PARKING)

Request for assistance and amendment (review) on contract.

I Leonard Gift Nashilundo hereby would like to thank the Swakopmund Municipality for granting me the opportunity to rent the above mentioned premises. The recreation area is a great initiative for the community at large, people from all over come and enjoy themselves.

I would like to bring a few matters under your attention.

During the month of April 2024 off peak time (winter) that we have been at the premises we noticed that business is abit slow minimum income from braai stands. We have playground users, people jogging, by passers. peadock garden cleaners, public having picnics at th beach or grass areas and municipal cleaners using the public toilets for free. As we are keeping a hygenic environment we provide toilet paper ,cleaning material.

At the presentation i was informed that the premises has conventional electricity wich at a later stage will be changed to prepaid. Thus reason i put up an offer of N\$800 for monthly rental fee, upon signing contract i was informed that there will be a few levies added on the monthly bill which i did not take in consideration.

When i started of at the premises to my surprise it was prepaid electricity of which the whole building including the lifeguards room upstairs aswell as all lights surrounding building use.

We created jobs for two unemployed youth, a handyman for cleaning/raking the premises and a sales lady at the kiosk. Thus we have to pay salaries, buy electricity, buy cleaning material plus toilet papers are we financially strained due to the above mentioned.

I hereby kindly ask your good office:

- * for the rent of N\$800 to be reduced to a fee of atleast N\$500.
- * to assist and provide us with cleaning material aswell as toilet paper.
- *To change braai stand charges from N\$50 to N\$100.
- *For operating hours to be extended from 20h00 to 22h00 on Long weekends,public holidays and festive seasons.
- *For an outside tap (that can be locked) and basin for the customers at braai stands to easily access water.
- *To provide gates for play ground that can lock as we have noticed that squatters sleep there, we have removed boxes several times where they sleep on.

Thank you kindly

Leonard Nashilundo.



ANNEXURE "B"

ANNEXURE "B"

	APRIL '24	EXPENDITURE	
INCOME			
STAND		ELECTRICITY	\$590.00
GRILL		SALARY SALES LADY	\$1 600.00
WOOD		SALARY CLEANER	\$1 600.00
	\$4 430.00	RENT	\$945.50
KIOSK	\$500.00	CLEANING MATERIAL	\$690.00
TOILET PAPER	\$54.00	TOILET PAER	\$160.00
		PETROL	\$1 200.00
TOTAL	\$4 984.00		\$6 785.50

	MAY'24	EXPENDITURE	
INCOME			
STAND		ELECTRICITY	\$550.00
GRILL		SALARY	\$1 600.00
WOOD		SALARY	\$1 600.00
	\$4 502.00	RENT	\$945.46
KIOSK	\$3 000.00	CLEANING MATERIAL	\$690.00
TOILET PAPER	\$220.00	TOILET PAPER	\$320.00
		PETROL	\$1 200.00
TOTAL	\$7 722.00		\$6 905.46

	JUNE'24	EXPENDITURE	
INCOME			
STAND		ELECTRICITY	\$500.00
GRILL		SALARY SALES LADY	\$1 600.00
WOOD		SALARY CLEANER	\$1 600.00
	\$4 350.00	RENT	\$921.00
KIOSK	\$2 750.00	CLEANING MATERIAL	\$690.00
TOILET PAPER	\$96.00	TOILET PAPER	\$160.00
		PETROL	\$1 200.00
TOTAL	\$7 196.00		\$6 671.00

INCOME	19 902.00	EXPENDITURE	20 361.96
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11.1.6

PROGRESS REPORT OF THE 3 INCOMPLETE HOUSES AND THE 12 REMAINING VACANT ERVEN UNDER THE 40/40 (CREDIT-LINK) HOUSING PROJECT

(C/M 2024/10/08 - 14/2/1/2)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **7.8** page **80** refers.**A. This item was submitted to the Management Committee for consideration:****1. INTRODUCTION**

The purpose of this report is to inform the Council of the progress made regarding the 3 incomplete houses and the 12 remaining vacant erven under the 40/40 (Credit-link) Housing Project and propose a faster and more effective approach to complete the project.

2. BACKGROUND

On **27 April 2023**, the Council held a meeting to discuss the analysis of the 40/40 (credit-link) housing project and resolved under item 11.1.16 the following:

- (a) *That Council allows contractors to compete amongst themselves for the twelve (12) erven as awarded beneficiaries erven will be given preferent right to choose their own preferred contractors.*
- (b) *That Council allocates the following 12 vacant erven to beneficiaries who previously took too long and whose transactions were cancelled, to obtain their home loan approvals within 120 days before allocating the erven to the new beneficiaries on the Master Waiting List:*
 - 1. 1048
 - 2. 1053
 - 3. 1106
 - 4. 1109
 - 5. 1110
 - 6. 1287
 - 7. 1309
 - 8. 1310
 - 9. 1312
 - 10. 1336
 - 11. 1358- Ms L Frans
 - 12. 1399- Mr P Banks (Property with a foundation)
- (c) *That at least 1 erf be allocated to a pensioner with a qualifying co-applicant.*
- (d) *That a list of qualified beneficiaries with bank pre-approvals be submitted to the Council in a separate submission for transparency.*
- (e) *That the developers who completed their quota of erven be excluded.*

On **11 July 2023**, a meeting was held between the Council and the 40/40 contractors to discuss the construction of houses for the remaining 12 vacant erven under the 40/40 (credit-link) housing project.

In respect of the above resolution, the following can be reported that Erf 1358, Matutura has been transferred to Ms L Frans. Erf 1399, Matutura was cancelled as Mr. P Banks did not submit his pre-approval within 45 days as requested. Erf 1399, Matutura was then allocated to the next qualifying beneficiary. With reference to point (c), pensioners that were contacted have already benefitted, or relocated to other towns, and/or do not have qualifying co-applicants. Concerning point (e) above, it can be confirmed that the contractors who have completed their quota of erven are definitely excluded from construction of the remaining 12 vacant erven.

3. **DISCUSSION**

On **21 August 2023**, a progress report was submitted to the Exco-meeting to provide feedback on the allocation of the 12 vacant erven.

On **31 August 2023**, the Council held a meeting and resolved under item 11.1.5 the following:

That point (b) of Council's resolution passed on 27 April 2023 under item 11.1.16 be amended to request beneficiaries to provide their pre-approval within 45 days.

The issues that have arisen from this housing project has resulted in the Housing Section being thoroughly procedural on the allocation process and accountable on fairness and transparency.

3.1. **Challenges Experienced**

The process is quite lengthy. Applicants are called to provide pre-approvals or any proof of monetary funds in a trust account/bank account within 45 days. However, the 45 days lapse, and applicants still fail to provide the requested documents, which results in cancelling the offer and the process being repeated with the next qualifying beneficiary until a successful applicant is able to perform.

Another challenge being experienced is that the National Housing Enterprise (NHE) is at the same time allocating houses to beneficiaries who applied between 2010 to 2013. Swakopmund Municipality and NHE have the same Master Waiting List (MWL) where allocations are made from and since the MWL is not coordinated between the two institutions, it causes double allocation. The beneficiaries rather choose NHE as they offer a completed house instead of a vacant plot offered by the Council, which results in the cancellation of the offer.

a. Proposal/Remedy to the challenges experienced.

To propose that the remaining erven be allocated to beneficiaries who are first-time homeowners and have made housing applications, i.e. the applicant should appear on the Master Waiting List regardless of the year of application.

That ministerial approval be requested and upon approval, a newspaper advert be published for interested applicants to submit their pre-approvals from their financial institutions for possible allocation. Should an applicant who is not a first-time homeowner participate in the sale, their application will be revoked, and the erf will be offered to the next qualifying beneficiary.

This will contribute towards the innovative approach that will fast-track the land delivery process that will enable the completion of the project anticipated to be concluded by **September 2025**.

4. CURRENT SITUATION

A total of 135 qualifying applicants who applied between the year **17 January 2010** to **02 July 2010** (between reference numbers 2171 to 3951), were contacted from the Master Waiting List (MWL) for possible allocation of erven. Thorough screening of the applicants resulted in applicants being unsuccessful due to:

No.	Erf	Comment
1.	1075- Late Mr BK Syter	<ul style="list-style-type: none"> Property was transferred but vacant (deceased) A letter was sent to obtain progress on the estate matter and the lawyers provided feedback that they are busy finalising the transfer to the new owner. A follow-up letter will be sent to them.
2.	1104- Mr A Phillipus	<ul style="list-style-type: none"> Property transferred and house not completed. Site inspection was conducted by the Housing Section on 26 January 2024. Meeting was held on 05 February 2024 Advised to draft a letter requesting an extension. A follow-up letter has been sent to Mr Phillipus and no letter was received. The matter will be submitted to Council.
3.	1358- Ms L Frans	<ul style="list-style-type: none"> Transferred. Completed construction on 05 July 2024. Matter is finalised.
4.	1106- Mr Gwamwene	<ul style="list-style-type: none"> Transferred. Drafted a letter to inform him to commence with construction. Date of completion is 06 September 2024.
5.	1309- Ms A Nanyebo	<ul style="list-style-type: none"> Transferred. Drafted a letter to inform her to commence with construction. Date of completion is 02 February 2025.
6.	1312- Ms Aline Nashuku	<ul style="list-style-type: none"> Signed DOD Has submitted final home loan. In process to be transferred.
7.	1336- Kandila FK	<ul style="list-style-type: none"> Transferred. Completed construction on 05 July 2024. Matter is finalised.
8.	1287- Ms Savier Hipungua	<ul style="list-style-type: none"> New applicant called 12 February 2024. Submitted pre-approval on 27 March 2024 and had until 15 April 2024 to submit documents (building plan, agreement between beneficiary and building quotation). Client requested for an extension until 11 July 2024 to submit proof of home loan. Submitted proof of home loan on 15 July 2024. Transfer instructions sent out.
9.	1320	<ul style="list-style-type: none"> House is 80% completed. A beneficiary (Ms Gobs) failed to submit the final home loan and a cancellation notice was sent out. A proposal for a faster method to allocate the house will be submitted to Council.
10.	1399	<ul style="list-style-type: none"> Property with a foundation Cancellation is sent out and a new applicant will be called for allocation. A separate submission will be drafted.
11.	1048	<ul style="list-style-type: none"> Cancellation is sent out and a new applicant will be called for allocation.
12.	1053	<ul style="list-style-type: none"> Cancellation is sent out and a new applicant will be called for allocation.
13.	1310	<ul style="list-style-type: none"> Cancellation is sent out and a new applicant will be called

No.	Erf	Comment
		for allocation.
14.	1110	• Cancellation is sent out and a new applicant will be called for allocation.
15.	1106	• Cancellation notice is sent out and a new applicant will be called for allocation.

- (i) Not submitting the pre-approvals within 45 days
- (ii) Re-located to other towns
- (iii) Unemployment
- (iv) Salary is lower than the required minimum for the project or
- (v) Applicant already owns a house.

On **19 March 2024** and **19 April 2024**, a total of 26 (included in the 135) applicants were called for possible allocation but no one qualified due to:

- (i) Number does not exist,
- (ii) Wrong number,
- (iii) Applicant not picking up after several calls.
- (iv) Relocation to another town or
- (v) Applicant already owns the property.

Below is a progress report of the incomplete houses including the 12 vacant erven:

5. **CONCLUSION**

Should it be found that an applicant is not a first-time homeowner after signing the sworn declaration, the transaction be cancelled, and payments made by the purchaser in respect of the sale be forfeited to Council.

All applicants who meet the criteria are handled according to the land delivery process and recorded. More applicants will be contacted for the remaining 6 erven according to the above summary. Below is a summary of the overall 40/40 housing project:

Total Residential Erven (including 12 vacant erven)	273
5 Business Erven	5
Transfer instructions given	262/273
Properties Registered	260/273
Payment of Administration fee (N\$ 1000.00)	264/273
Deceased	1
Houses completed (including 3 show houses)	260/273
Houses incomplete (including 12 vacant erven)	13/273

It is anticipated that this project will be concluded by **September 2025**.

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

RECOMMENDED:

- (a) That the Council approves that the remaining erven be allocated to beneficiaries who are first-time homeowners and have made housing applications, i.e. the applicant should appear on the Master Waiting List (MWL) regardless of the year of application.
 - (b) That a newspaper advert be published to invite interested applicants to submit their bank pre-approvals from their financial institutions for possible allocation of the remaining vacant erven.
 - (c) That a deeds search be undertaken by the transferring attorneys to confirm first-time homeownership status.
 - (d) That should it be found that an applicant is not a first-time homeowner after signing the sworn declaration, the transaction be cancelled, and payments made by the purchaser in respect of the sale be forfeited to Council.
-

11.1.7

EAGLE CHRISTIAN CENTRE: PROGRESS OF CONSTRUCTION ON ERF 4443, EXTENSION 9, SWAKOPMUND

(C/M 2024/10/08 - E 4443)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **7.9** page **84** refers.

A. This item was submitted to the Management Committee for consideration:**1. Introduction**

The purpose of this submission is to inform Council that, although Eagle Christian Centre (hereinafter ECC) is actively busy with various construction activities on site, the deadline date of **31 July 2024** approved by Council on **22 February 2023** under item 11.1.4 is not complied with.

Attached as Annexure "A" is a letter received from ECC dated **29 June 2024** in which they provide a progress report and timeline anticipating that the construction will be completed by **31 August 2024**. No application for a further extension of time is made by ECC.

Therefore, this submission serves to inform Council that Engineering & Planning Services confirmed on **24 July 2024** that based on their estimation the construction is 50% complete and might still take a further 3 months, i.e by **31 October 2024** to complete (**Annexure "B"**).

2. Background

On **22 February 2023** under item 11.1.4 Council approved the third (3rd) application for an extension of time to complete the construction of the facilities on Erf 4443 as follows:

- "(a) That Council takes note of the explanation given by Eagle Christian Centre for the delay of the development of the church building on Erf 4443, Extension 9, Swakopmund, and that the completion of phase 1 progress to 45%.*
- (b) That an extension of time be given to Eagle Christian Centre (ECC) until 31 July 2024 for the construction and completion of a church building on Erf 4443, Extension 9, Swakopmund, i.e., to such that a completion certificate can be issued.*
- (c) That should Eagle Christian Centre fail to comply with (b) above within the given period, Eagle Christian Centre will be requested to attend to the re-transfer of Erf 4443, Swakopmund back to Council as per Deed of Transfer 3271/2015, against payment of the purchase price to eagle Christian Centre.*
- (d) That an addendum to the Deed of Sale be compiled to amend clause 7.3.2 by allowing a further period from 01 December 2022 until 31 July 2024."*

Eagle Christian Centre was informed of the above decision per a letter dated **24 February 2023** whereafter a third addendum was signed on **23 March 2023** to allow an extension of time until 31 July 2024 for the construction and completion of a church on Erf 4443, Extension 9, Swakopmund.

The above extension of time was the third granted by the Council. Their previous approvals were granted as follows:

- On **29 October 2020**, under item 11.1.28 Council approved an additional period to construct the church which period lapsed on 11 February 2022.
- On **31 March 2022** under item 11.1.1 approval was granted to the church to complete the development of the building within the prescribed 1 year which lapsed on 30 November 2022.
- On **23 February 2023**, under 11.1.4 Council approved the third extension of time until 31 July 2024. It was resolved that the extension of time granted is the final period and failure to comply by the said date will result that ownership of the erf be transferred back to the Council.

3. **Current Situation**

On **25 April 2024**, ECC was requested to provide progress on the development of the church before to ensure the completion of the project by **31 July 2024**.

The letter dated **29 June 2024 (Annexure "A")** was received explaining the progress made and delays experienced with the construction of the church on Erf 4443, Swakopmund.

ECC states in their letter that the masonry work on the current phase of the development on Erf 4443, Swakopmund has been completed. They have been held back by delays on the original design of the roof structure which had to be altered to expedite the roof-related works. They had to instruct an architect to make the modifications and submit them for approval. This process, amongst other factors, resulted in a delay for the conclusion of a portion of the project.

They further confirm in their letter that the works on wet works (plastering), sewerage piping, and electrical conduit have made progress. The roof trusses for the building have been manufactured, assembled, and covered with cladding.

Apart from the delay to complete the development of the church, the ECC stated that they are determined to complete the building as they have provided a progress report which includes a detailed timeline for the remaining works and an update on the works that have been completed in the previous months.

4. **Comments regarding the progress provided on the development of Erf 4443, Swakopmund**

Comments were requested from the Engineering & Planning Services Department on whether a completion certificate can be issued on the current status of the progress made on the development of Erf 4443, Swakopmund. Comments were received as per the memo dated **24 July 2024** attached as **Annexure "B"**.

Engineering & Planning Services visited the site and confirmed that the construction of the church is active with various ongoing activities and the overall progress of construction is estimated at 50% percent complete of which their findings were as follows:

- *Foundation work completed*
- *Structure work completed*
- *Roofing completed*
- *Flooring completed*

Based on the above, Engineering & Planning Services further confirmed the construction work is estimated to take another 3 months to complete pending the following finish work elements such as painting, aluminum work, ceiling, tiling, plumbing, electrical work, fitting doors and finishing touches.

5. **Similar Application**

Although from a commercial entity, a recent similar application was received from Coastal Veterinary Clinic CC requesting an extension of time to complete their development. Council passed the following decision on **29 February 2024** under item 11.1.7:

- (a) *That Council takes note of the explanation given by Coastal Veterinary Clinic CC for the delay of the development of the medical / para-medical facility on Erf 1348, Tamariskia within the prescribed 2-year period.*
- (b) *That an extension of time of 1 year be granted to Coastal Veterinary Clinic CC for construction and completion (i.e. to such extent that a completion certificate can be issued) of a medical / para-medical facility on Erf 1348, Tamariskia.*
- (c) *That an addendum to the Deed of Sale be compiled to amend clause 11.3.1 for granting an additional period of 1 year from 22 February 2024, i.e. to 22 February 2025."*

Eagle Christian Centre is an incorporated association not for gain.

6. **Conclusion**

As ECC made progress and maintains an active construction schedule, of which 50% of the construction is complete, it is proposed not to claim retransfer of ownership as resolved on **22 February 2023** under item 11.1.4 under point (c) and that Council grants Eagle Christian Centre a fourth (4th) extension of time lapsing on **30 November 2024** to complete construction on Erf 4443, Swakopmund.

It is proposed to consider an additional realistic period until **30 November 2024**.

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

RECOMMENDED:

- (a) **That the Council takes note of the explanation and progress provided by Eagle Christian Centre in their letter dated 29 June 2024 on the development of the church building on Erf 4443, Swakopmund.**
- (b) **That the Council takes note that the initial completion date for the construction of facilities was 20 July 2019 (being 5 years from the signature date of the deed of sale).**
- (c) **That Council takes note of the anticipated completion period provided by the Engineering and Planning Department based on their estimation, i.e. by 31 October 2024.**

- (d) **That a fourth (4th) extension of time be granted to Eagle Christian Centre for construction and completion (i.e. to such extent that a completion certificate can be issued) of a church building on Erf 4443, Swakopmund.**

 - (e) **That an addendum to the Deed of Sale be compiled to amend clause 7.3.2 by granting an additional period of 4 months from 01 August 2024, i.e to 30 November 2024.**
-

Annexure "A"



Eagle Christian Centre

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29 June 2024

MUNICIPALITY OF SWAKOPMUND
 PO Box 53 Swakopmund
 NAMIBIA
www.swkmun.com.na
enakale@swkmun.com.na

Dear Ms. Nakale

RE: EAGLE CHRISTIAN CENTRE PROGRESS ON ERF 4443 EXTENTION 9

This letter is in response to your letter dated April 25, 2024, and the Progress Report you requested regarding the development.

The Masonry work on the current phase of ERF 4443 has been completed. However, it is crucial to acknowledge that the original design of the roof structure had to be altered to expedite the roof-related works. After the architect was instructed to make the modifications and submit them for approval, it took slightly more than a month for the various stakeholders in services (Telecom, Erongo Red, and municipal offices) to grant their approval. This process, amongst other factors, resulted in a delay for the conclusion of a portion of the project, as the roof structure is a critical component up on which the remaining work depends.

The works on wet works(plastering), sewerage piping, and electrical conduit have made progress. The roof trusses for the building have been manufactured, assembled and covered with cladding.

Please see images below for progress made since our last Progress Report:



fm



11.1.8

FEEDBACK ON 63 SINGLE RESIDENTIAL ERVEN ALLOCATED TO SWAKOP URANIUM EMPLOYEES IN EXT 25, SWAKOPMUND

(C/M 2024/10/08 - 16/1/4/2/1/14)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **7.10** page **88** refers.

A. This item was submitted to the Management Committee for consideration:**1. INTRODUCTION**

The purpose of this submission is to update the Council on the progress made regarding the sale of 63 single residential erven allocated to the employees of Swakop Uranium in Ext 25, Swakopmund. A layout map is attached as **Annexure "A"**.

2. BACKGROUND

On **30 August 2021**, the Council approved the allocation of 63 erven at Ext 25, Swakopmund to employees of SU under item 11.1.19 as follows:

- "(a) That Council approves the sale of 50 Erven in Extension 25 to Ms. Helvi Mupupa in terms of the directive received from the Ministry of Urban and Rural Development dated 07 and 14 November 2019 and Council's decision passed on 27 June 2019 under item 11.1.19 and 28 November 2019 under item 5.1.
- (b) That the remainder of the erven be offered to Husab Mine for the construction of houses for their employees.
- (c) That the price for erf be determined as follows:
- N\$110pm² (2016 price) + escalation @5%+25%=N\$180.00pm²
- (d) That Ms H Mupupa submit proof of ability to finance the project within three months of this Council resolution.
- (e) That the developer proposes 3 types of houses/prices to Council for approval."

On **24 November 2022** Council approved the conditions of sale for the 63 erven in Ext 25 under item 11.1.38 as follows:

- "(a) That Council approves the application by Swakop Uranium to sell 63 Erven in Ext 25 to 63 employees.
- (b) That the erven be sold at N\$180.00/m² as per Annexure "G", (on file).
- (c) That Swakop Uranium provides the following to the Housing Section:
- (i) the names of the 63 employees
 - (ii) the erven selected by the purchasers
 - (iii) pre-approvals from a registered financial institution of the employees.
- (d) That the proposed sale be published in terms of section 63 of the Local Authorities Act 23 of 1992 and subsequent thereto approval be applied for from the Ministry of Urban and Rural Development.
- (e) That the purchaser must be a first-time property owner, that the property may not be sold within 10 years from the date of registration, and a restriction on the resale for the erven for

Ordinary Council Meeting - 08 October 2024

a specific period registered against the title deed. That construction of houses commences and completes within 18 months after registration of the property.

- (f) That should even remain unsold after the employees of Swakop Uranium have been given the option to acquire such within the 120 days, the remaining even be sold by Closed Bid to the general public at the approved upset price subject to Council's standard conditions of sale.
- (g) That all costs for the sales be for the account of the purchasers, such as (but not limited to) the cost for the compilation of the deeds of sale, securing of the purchase prices, bond and transfer registration."

On **25 January 2024**, Council approved the allocation of even to the first 10 beneficiaries and mapped the way forward regarding the project, under item 11.1.22 as follows:

- (a) That Council takes note of the progress of the sale of 63 Single Residential even at Extension 25, Swakopmund, that is allocated to employees of Swakop Uranium.
- (b) That Council approves the allocation of 10 even to the listed employees of SU below, who have submitted the required bank preapprovals and sworn declarations.

No	Name	Erf No.	Size M ²	Erf Purchase Price	Submitted Pre-Approval (Amount)
1	Rhoodie Nangolo	6907	531	NAD 95 580.00	NAD 560,000.00
2	Richard Basson	6878	413	NAD 74 340.00	NAD 650,000.00
3	Divan Bussel	6894	400	NAD 72 000.00	NAD 751,000.00
4	Festus Sheetheni	6896	400	NAD 72 000.00	NAD 600,000.00
5	Efraim Ngolo	6898	400	NAD 72 000.00	NAD 560,000.00
6	Patrick Gonteb	6909	400	NAD 72 000.00	NAD 786,000.00
7	Lukas Dumeni	6899	400	NAD 72 000.00	NAD 500,000.00
8	Seblon Keendjele	6910	400	NAD 72 000.00	NAD 1,073,000.00
9	Beveline Khoases	6918	400	NAD 72 000.00	NAD 490,000.00
10	Lukas lipinge	6926	400	NAD 72 000.00	NAD 1,250,000.00

- (c) That the remaining 53 beneficiaries as per Annexure "C" (on file) submit the required documents within 30 days from the date of the Council resolution, failing which they will forfeit the opportunity, and the even will be allocated to other Swakop Uranium employees.
- (d) That Council takes note of the applicants in the table below that are not on the Master waiting list but have submitted the required documents.

No	Name	Master Waiting List	Sworn Declaration	Bank Pre-Approval (NAD)
1	Epafras N Nambele	No	Yes	1,095,000.00
2	P Shikuyele	No	Not submitted	480,000.00
3	Abiud Tjijazembua	No	Yes	1,500,000.00
4	Elias & Girly M Mbaoroka	No	Yes	750,000.00
5	Lasarus Ipangelwa Lasarus	No	Yes	400,000.00
6	Elishe Nghinaudja & Edward Matheus	No	Yes	1,248,157.65
7	Josef H Shikongo	No	Yes	651,000.00
8	Tsaraeb Nelson Nesley	No	Yes	1,200,000.00
9	Jeffrey Nathan Van Rooyen	No	Yes	550,000.00
10	Jonas Buti Mbangu	No	Yes	452,000.00
11	Pombili D Matsi	No	Yes	Not submitted
12	Judge Mwadinomo Nakwatumba & Sidney Petrus Andreas	No	Yes	Not submitted

13	Magdalena L Libala	No	Yes	Not submitted
14	Nelson Protasius	No	Yes	650,000.00
15	Titus Ndemuweda	Yes	Yes	600,000.00
16	Lloyd Mwinga	Yes	Yes	Not submitted

- (e) That should the remaining 53 beneficiaries not submit the required documents within 30 days from the date of Council resolution, the 16 applicants in (d) above be allowed to select erf from the remaining 53 erven.
- (f) That the 16 applicants in (d) above be given 30 days from the date the first 30 days in (c) & (e) above lapses.
- (g) That the remaining 37 erven be allocated to SU employees who meets the condition of sale and submit the required documents within 30 days on a round-robin list of 30 days each until all remaining erven are successfully allocated to Swakop Uranium employees.
- (h) That the purchase price and all other conditions of sale determined at the initial allocation remain enforceable.
- (i) That the proposed sale be published in terms of section 63 (2) of the Local Authorities Act, (Act 23 of 1992) as amended, and the beneficiaries be responsible for such cost.
- (j) That after placement of the advert, an application in terms of section 30 (1) (t) of the Local Authority's Act, (Act 23 of 1992), as amended, be lodged with the Ministry of Urban and Rural Development for consent to sell to the beneficiaries.
- (k) That Council does not approve the request by Swakop Uranium for South Haven Holdings (Pty) Ltd (the developer) to purchase the 63 erven on behalf of the beneficiaries.
- (l) That the developer will only commence with the construction of the houses:
- (i) After beneficiaries have been approved by the Council,

No	Name	Erf No.	Size M ²	Erf Purchase Price
1	Jeffrey Nathan Van Rooyen	6889	423	NAD 76 140.00
2	Lloyd Mwinga	6892	406	NAD 73 080.00
3	Tsaraeb Nelson Nesley & Pombili D Matsi	6893	433	NAD 77 940.00
4	Magdalena L Libala	6901	413	NAD 74 340.00
5	Elishe Nghinaudja & Edward Matheus	6904	480	NAD 86 400.00
6	Josef H Shikongo	6905	480	NAD 86 400.00
7	Epafras N Nambele	6912	666	NAD 119 880.00
8	Nelson Protasius	6913	413	NAD 74 340.00
9	Titus Ndemuweda	6914	413	NAD 74 340.00
10	Abiud Tjijazembua	6920	653	NAD 117 540.00
11	Jonas Buti Mbanqu	6921	415	NAD 74 700.00
12	Elias & Girly M Mbaoroka	6938	612	NAD 110 160.00
13	Lasarus Ipangelwa Lasarus	6939	493	NAD 88 740.00
14	Titus Nguti	6870	400	NAD 72 000.00
15	Johannes Kandali Nelende	6872	400	NAD 72 000.00
16	Efraim Nelson Namaseb	6874	400	NAD 72 000.00
17	Albert Johr	6880	400	NAD 72 000.00
18	Frieda Phillipus	6882	400	NAD 72 000.00
19	Julius Ndemweefa Haiyaka	6884	400	NAD 72 000.00
20	Moses Shikwete	6886	400	NAD 72 000.00
21	Salomon Kambinda	6890	400	NAD 72 000.00
22	N.T. Nhinda	6891	400	NAD 72 000.00
23	Zonique Van Wyk	6895	400	NAD 72 000.00
24	Rafael Amakali	6897	400	NAD 72 000.00

25	Wilbard Ipinge	6900	400	NAD 72 000.00
26	Hotago Hoabeb	6902	400	NAD 72 000.00
27	Petrus Mbangula	6903	400	NAD 72 000.00
28	Festus Johannes	6906	400	NAD 72 000.00
29	Josef Halolye Shikongo	6908	400	NAD 72 000.00
30	Onesmus Amadhila	6911	400	NAD 72 000.00
31	Elifas Tangi Uukule	6915	400	NAD 72 000.00
32	Teopoline Ndiilonga Tulina Matola	6916	400	NAD 72 000.00

- (ii) The erven have been advertised in terms of section 63 of the Local Authorities Act, Act 23 of 1992, as amended,
- (iii) Ministerial consent is given from the Ministry of Urban and Rural Development in terms of section 30 (1)(t) of the Local Authority's Act, (Act 23 of 1992), as amended, to sell the erven to the beneficiaries.
- (iv) The beneficiaries have settled the purchase price and/or made arrangements with banking institutions to settle the purchase price.
- (v) Upon registration of transfer of the property."

On **4 June 2024**, the Council approved the sale of 32 single residential erven to SU employees under item 11.1.5 as follows:

- "(a) That Council takes note of the feedback of allocation of the 63 Single Residential erven at Extension 25, Swakopmund, allocated to Swakop Uranium employees.
- (b) That Council takes note that 53 employees who were provisionally allocated erven in Extension 25, Swakopmund did not comply with the request to submit bank pre-approval and declaration of first-time homeownership, hence the offer has been revoked and the erven should be offered to other Swakop Uranium employees in compliance.
- (c) That Council approves the allocation of 32 single residential erven in Ext 25 Swakopmund, to Swakop Uranium employees who submitted the required documents on 15 December 2023, 23 February 2024, and 22 March 2024, as follows:
- (e) That the remaining 21 erven be allocated to other Swakop Uranium employees as they submit the required documents.
- (f) That the purchase price and all other conditions of sale as determined at the initial allocation remain enforceable."

The sale of 42 single residential erven as approved at the Council meeting of **25 January** and **4 June 2024** above, were advertised in Namib Times and the Namibia newspapers, and Ministerial consent for sale was granted by the Ministry of Urban and Rural Development on **22 July 2024 (Annexure B)**.

3. **DISCUSSION**

As resolved at the Council meeting held on **25 January 2024**, under item 11.1.38 above, that should the 53 employees of Swakop Uranium who were provisionally allocated fail to submit bank pre-approval and declaration of first-time homeownership within 30 days from the date of the Council meeting (until **25 February 2024**), the erven should be offered to other Swakop Uranium employees whose documents are in place.

3.1. **Applications received on 17 May 2024**

On **17 May 2024** sworn declarations and bank pre-approvals were received from 2 employees of SU to be considered for allocation.

No	Name & Surname	Sworn Declaration	Bank Pre-approval (NAD)
1	Sam Kashikuka Shivute	Yes	1, 380,000.00
2	Ndeshipanda Ndafewa Neshuku	Yes	750,000.00

3.2. Applications received on 18 July 2024

On **18 July 2024** sworn declarations and bank pre-approvals were received from 13 employees of SU to be considered for allocation.

No	Name & Surname	Sworn declaration	Bank Pre-approval (NAD)
1	Frans Shipiluleni Kandadi	Yes	785,000.00
2	Isaskar Tuyoleni Eliakim	Yes	350,000.00
3	Petrus Amakali	Yes	750,000.00
4	Thomas Mekondjo Uushona & Irya Penombili Shikongo	Yes	810,000.00
5	Sidney Petrus Andreas	Yes	506,865.81
6	Seth Homeboy Manga	Yes	800,000.00
7	Asser Shilipishiwa Nghifitikeko	Yes	1,280,000.00
8	Lukius Futo Shipandeni Shilongo	Yes	1,200,000.00
9	Richardo Nghishiweni Thomas	Yes	500,000.00
10	Johannes Inekela Kuyuhwa	Yes	1,170,000.00
11	Lerato Khitango T Heibes	Yes	310,000.00
12	Mikael Amweenye	Yes	850,000.00
13	Ernst Keib	Yes	900,000.00

3.3. Applications received on 3 August 2024

On **3 August 2024** sworn declarations and bank pre-approvals were received from SU employees to be considered for allocation as follows:

No	Name & Surname	Sworn declaration	Bank Pre-approval (NAD)
1	Denzel Xoagub	Yes	600,000.00
2	Parastus O Nuuyoma	Yes	729,719.32
3	Jannetha Adeila Kalomo	Yes	539,000.00
4	Martin lipinge Atsipara	Yes	1,300,000.00
5	Themus Nadipite Angombe	Yes	No
6	Cecilie Kangundi Taleyinge Kamati	Yes	No

4. PROPOSAL

No	Name & Surname	Erf No	Size	Purchase Price
1	Sam Kashikuka Shivute	6917	400	NAD 72 000.00
2	Ndeshipanda Ndafewa Neshuku	6919	400	NAD 72 000.00
3	Frans Shipiluleni Kandadi	6922	400	NAD 72 000.00
4	Isaskar Tuyoleni Eliakim	6923	400	NAD 72 000.00
5	Petrus Amakali	6924	400	NAD 72 000.00
6	Thomas Mekondjo Uushona & Irya Penombili Shikongo	6925	400	NAD 72 000.00
7	Sidney Petrus Andreas	6927	400	NAD 72 000.00
8	Seth Homeboy Manga	6929	400	NAD 72 000.00
9	Asser Shilipishiwa Nghifitikeko	6930	400	NAD 72 000.00
10	Lukius Futo Shipandeni Shilongo	6931	400	NAD 72 000.00
11	Richardo Nghishiweni Thomas	6932	400	NAD 72 000.00

12	Johannes Inekela Kuyuhwa	6933	400	NAD 72 000.00
13	Lerato Khitango T Heibes	6934	400	NAD 72 000.00
14	Mikael Amweenye	6935	400	NAD 72 000.00
15	Ernst Keib	6937	400	NAD 72 000.00
16	Denzel Xoagub	6940	400	NAD 72 000.00
17	Parastus O Nuuyoma	6941	400	NAD 72 000.00
18	Jannetha Adeila Kalomo	6942	400	NAD 72 000.00
19	Martin lipinge Atsipara	6943	400	NAD 72 000.00

It is proposed that the 19 SU employees who submitted the required documents (declaration of first-time homeownership and bank preapprovals) on **17 May 2024**, **18 July 2024**, and **3 August 2024** be allocated 19 erven from the 21 erven remaining.

4.3. Remaining unallocated erven

Below are two (2) single residential erven that are unallocated, until new applications of SU employees are received.

No	Erf No	Size	Purchase Price
1	6944	400	NAD 72 000.00
2	6936	397	NAD 71 460.00

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

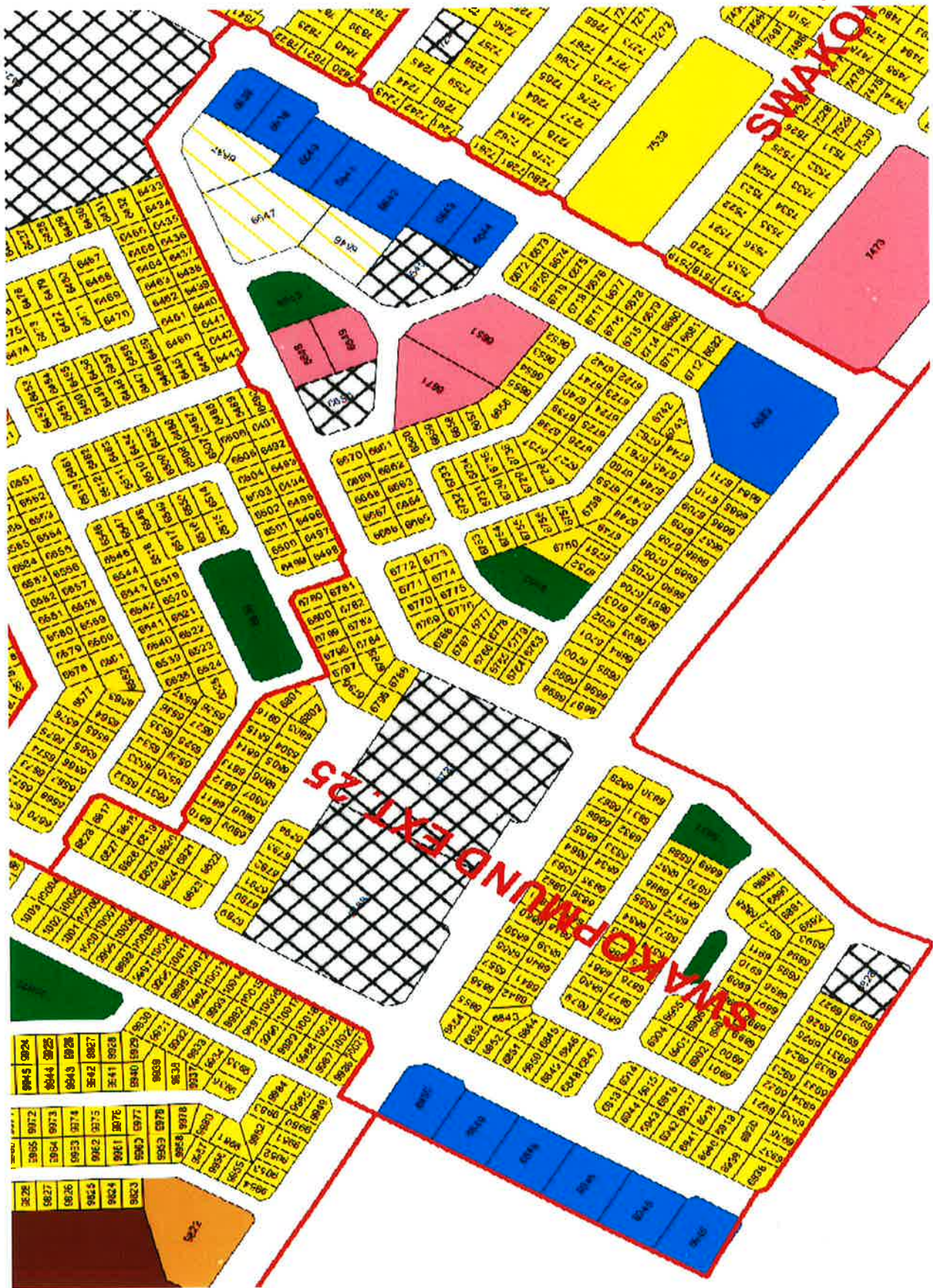
RECOMMENDED:

- That the Council takes note of the nineteen (19) applications from SU employees received on 17 May 2024, 18 July 2024, and 3 August 2024.
- That the Council approves the allocation of nineteen (19) *Single Residential* erven in Extension 25 Swakopmund, to the following SU employees who submitted the required documents on 17 May 2024, 18 July 2024, and 3 August 2024 as follows:

NO	NAME	ERF NO.	SIZE m ²	ERF PURCHASE PRICE
1	Sam Kashikuka Shivute	6917	400	NAD72 000.00
2	Ndeshipanda Ndafewa Neshuku	6919	400	NAD72 000.00
3	Frans Shipiluleni Kandadi	6922	400	NAD 72 000.00
4	Isaskar Tuyoleni Eliakim	6923	400	NAD 72 000.00
5	Petrus Amakali	6924	400	NAD 72 000.00
6	Thomas Mekondjo Uushona & Irya Penombili Shikongo	6925	400	NAD 72 000.00
7	Sidney Petrus Andreas	6927	400	NAD 72 000.00
8	Seth Homeboy Manga	6929	400	NAD 72 000.00
9	Asser Shilipishiwa Nghifitikeko	6930	400	NAD 72 000.00
10	Lukius Futo Shipandeni Shilongo	6931	400	NAD 72 000.00
11	Richardo Nghishiwani Thomas	6932	400	NAD 72 000.00
12	Johannes Inekela Kuyuhwa	6933	400	NAD 72 000.00
13	Lerato Khitango T Heibes	6934	400	NAD 72 000.00
14	Mikael Amweenye	6935	400	NAD 72 000.00
15	Ernst Keib	6937	400	NAD 72 000.00
16	Denzel Xoagus	6940	400	NAD 72 000.00
17	Parastus O Nuuyoma	6941	400	NAD 72 000.00
18	Jannetha Adeila Kalomo	6942	400	NAD 72 000.00
19	Martin lipinge Atsipara	6943	400	NAD 72 000.00

- (c) That the remaining two (2) erven be allocated to other SU employees as they submit the required documents.**
 - (d) That the purchase price and all other conditions of sale as determined at the initial allocation remain enforceable.**
-

ANNEXURE A





Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: E.M. Gende
Tel: (+264) (61) 297-5175
Fax: (+264) (61) 297-5096

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref: 14/14/1/S2
Your Ref:

Mr. Alfus Benjamin
Chief Executive Officer
Swakopmund Municipality
P.O. Box 53
SWAKOPMUND

Dear Mr. Benjamin,

RE: APPLICATION TO SELL 42 UNIMPROVED ERVEN IN EXTENSION 25, SWAKOPMUND TO EMPLOYEES OF SWAKOP URANIUM

Your letter dated 08 July 2024 has reference

The Honourable Minister has, in terms of Section 30 (1) (i) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, granted approval for the Council to sell the below listed immovable properties to the employees of Swakop Uranium by way of private treaty:

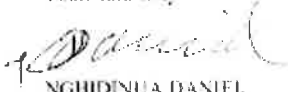
N o	Name	Erf No.	Size M ²	Township	Purchase (N\$180.00/m ²)	Price
1	Rhodie Nungolo	6907	531	Swakopmu nd Ext. 25	N\$ 95 580.00	
2	Richard Basson	6878	413	Swakopmu nd Ext. 25	N\$ 74 340.00	
3	Divan Bussel	6894	400	Swakopmu nd Ext. 25	N\$ 72 000.00	
4	Festus Sheethem	6896	400	Swakopmu nd Ext. 25	N\$ 72 000.00	
5	Efraim Ngole	6898	400	Swakopmu nd Ext. 25	N\$ 72 000.00	
6	Patrick Gomeb	6909	400	Swakopmu nd Ext. 25	N\$ 72 000.00	
7	Lukas Dameri	6899	400	Swakopmu nd Ext. 25	N\$ 72 000.00	
8	Seblon Keendjele	6910	400	Swakopmu nd Ext. 25	N\$ 72 000.00	

All official correspondence must be addressed to the Executive Director

9	Beveline Khonsey	6918	400	Swakopmu nd Ext. 25	NS 72 000,00
10	Lukas Ijunga	6926	400	Swakopmu nd Ext. 25	NS 72 000,00
11	Jeffrey Nathan Van Rooyen	6889	423	Swakopmu nd Ext. 25	NS 76 140,00
12	Lloyd Mwinga	6897	406	Swakopmu nd Ext. 25	NS 73 080,00
13	Tsanetsi Nelson Nestey & Pambili D Matsi	6893	433	Swakopmu nd Ext. 25	NS 77 940,00
14	Magdalena L. Libula	6901	413	Swakopmu nd Ext. 25	NS 74 340,00
15	Elisha Ngh'andjo & Edward Mathons	6904	480	Swakopmu nd Ext. 25	NS 86 400,00
16	Isabel H Shikongo	6905	480	Swakopmu nd Ext. 25	NS 86 400,00
17	Epsthas N Nambele	6912	666	Swakopmu nd Ext. 25	NS 119 880,00
18	Nelson Protasius	6913	413	Swakopmu nd Ext. 25	NS 74 340,00
19	Titus Nderruweda	6914	413	Swakopmu nd Ext. 25	NS 74 340,00
20	Abiad Tjijazambua	6920	653	Swakopmu nd Ext. 25	NS 117 540,00
21	Jonas Boti Mbangi	6921	415	Swakopmu nd Ext. 25	NS 74 700,00
22	Elius & Gerty M Mbazonka	6938	612	Swakopmu nd Ext. 25	NS 110 160,00
23	Lasarus Ipangelwa Lasarus	6939	493	Swakopmu nd Ext. 25	NS 88 740,00
24	Timus Ngur	6870	400	Swakopmu nd Ext. 25	NS 72 000,00
25	Johannes Kamdahi Nelende	6872	400	Swakopmu nd Ext. 25	NS 72 000,00
26	Efraim Nelson Namaseb	6874	400	Swakopmu nd Ext. 25	NS 72 000,00
27	Albert Johe	6880	400	Swakopmu nd Ext. 25	NS 72 000,00
28	Frieda Fallipus	6882	400	Swakopmu nd Ext. 25	NS 72 000,00
29	Julius Ndemweela Hanyaka	6884	400	Swakopmu nd Ext. 25	NS 72 000,00
30	Moses Shikwete	6886	400	Swakopmu nd Ext. 25	NS 72 000,00
31	Salomon Kambinda	6890	400	Swakopmu nd Ext. 25	NS 72 000,00
32	N.T. Nhinda	6891	400	Swakopmu nd Ext. 25	NS 72 000,00
33	Zonique Van Wyk	6895	400	Swakopmu nd Ext. 25	NS 72 000,00

34	Rafael Amakul	6897	400	Swakopmu nd Est. 25	N\$ 72 000,00
35	Wilbard Ipinge	6900	400	Swakopmu nd Est. 25	N\$ 72 000,00
36	Hongo Hoibeb	6902	400	Swakopmu nd Est. 25	N\$ 72 000,00
37	Petrus Mhangala	6903	400	Swakopmu nd Est. 25	N\$ 72 000,00
38	Festus Johannes	6906	400	Swakopmu nd Est. 25	N\$ 72 000,00
39	Josef Halolye Shikongo	6908	400	Swakopmu nd Est. 25	N\$ 72 000,00
40	Onesmus Amadhila	6911	400	Swakopmu nd Est. 25	N\$ 72 000,00
41	Elitas Tangi Lukule	6913	400	Swakopmu nd Est. 25	N\$ 72 000,00
42	Teopoline Nsilonga Tuhna Mutele	6916	400	Swakopmu nd Est. 25	N\$ 72 000,00

Yours faithfully,



**NGHIDUA DANIEL
EXECUTIVE DIRECTOR**

11.1.9

FEEDBACK ON SURVEY OF INFORMAL SETTLERS IN EXTENSION 28 AND 31 SOUTH, SWAKOPMUND

(C/M 2024/10/08 - 16/1/4/2/1/14)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **7.11** page **98** refers.**A. This item was submitted to the Management Committee for consideration:****1. INTRODUCTION**

The purpose of this submission is to provide information to the Council regarding the assessment of informal settlers in Ext. 28, Swakopmund, and 31 South. Attached as **Annexure "A"** is a map of Ext. 28 and **Annexure "B"** of Ext. 31, South, Swakopmund.

2. BACKGROUND

On **28 September 2023**, Council approved under item 11.1.43 to donate erven in Ext. 28 and Ext. 31 South, Swakopmund, to residents residing in DRC Proper, Ext. 28 and Ext. 31 South as follows:

- “(a) That Council approves the donation of 241 erven in Extension 28 and Southern part of Extension 31 to the overspill residents as per list (on file) as Annexure "E".*
- (b) That Council approves the donation of some of the 241 residential erven in Extension 28 and the southern part of Extension 31 to the informal settlers residing in Extension 28 based on the affordability assessment and on condition that they are listed on the Master Waiting List and are 1st time homeowners.*
- (c) That the overspill residents of DRC Proper, the unauthorized occupants in DRC Proper and informal settlers residing in Extension 28 whose earnings are below N\$3 000.00 be relocated to the New Reception area at the Northern Wedge once the site is ready for occupation.*
- (d) That the 2 beneficiaries who were allocated 2 erven in Extension 28 under the next 50 Social Housing Project continue to occupy the two erven even though the construction of Social Houses were halted.*
- (e) That a restriction be placed on the sale of the erven for 10 years and a pre-emptive right be included in the Deed of Donation for all erven to be sold in Extensions 28 and 31.*
- (f) That should the beneficiaries wish to sell their erven after expiry of 10 years, and the erven are un-improved, the erven must first be offered to Council to consider.*
- (g) That the 10-year period in respect of the restriction of sale of improved erven commences from date of transfer of the property.*
- (h) That the beneficiaries who construct houses, and receive completion certificates, may not sell the property for a period of 10 years from the date of the completion certificate. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to Council. ”*

4. DISCUSSION

Extensions 28 and 31 South were serviced with government funds; accordingly, the erven should be donated to qualifying beneficiaries on the Master Waiting

List of occupants currently residing on those erven based on availability assessment.

The students have completed the survey and enumeration process, and affordability calculations were done for the informal settlers in Ext 28 and Ext. 31 South. Households with high and middle income have been identified and can be offered erven in the two extensions.

According to the General Plan (GP) "**Annexure C**" there are 280 erven in Ext 28 of which 10 are Business Erven, 7 Public Open Spaces, 6 Institutional Erven, 4 erven zoned *Local Authority* and 1 *General Residential*. 102 *Single Residential* erven are occupied by NHE beneficiaries, and 2 single residential erven are occupied by beneficiaries of the Social Housing Project. The remaining **148** single residential erven are available for donation. Ext. 31 South "**Annexure D**" comprise of **93** single residential erven. A total of **241** single residential erven are available for donation in both extensions mentioned above.

The registration exercise is underway in Ext. 27, 29, and 30 (DRC Proper), whereafter an affordability assessment will be compiled and submitted to the Council to consider the abovementioned residents with high and middle income.

4. **AFFORDABILITY ANALYSIS AS PER THE NEW STATISTICS ACQUIRED THROUGH ENUMERATION**

• **EXTENSION 28**

A total of **819** occupants were registered in Extension 28 of which **409** provided proof of income to date. The following is the analysis of the income from the informal settlers in Extension 28:

TABLE OF INCOME

<i>Income (N\$ 6000 +) Working class</i>	95
<i>Income (N\$ 3000 - N\$ 6000)</i>	157
<i>Income (Below 3000)</i>	137
<i>Proof of Income not Provided</i>	249
<i>Unemployed</i>	157
<i>Pensioner + High Income</i>	2
<i>Pensioner + Middle Income</i>	1
<i>Pensioner + Low Income</i>	5
<i>Pensioner + Unemployed</i>	4
<i>Disabled + Middle Income</i>	1
<i>Disabled + Low Income</i>	6
<i>Disabled + No additional income</i>	5
<i>Total</i>	819

There are **819** occupants **registered**, of which **409 (50%)** have submitted their proof of income (**95** of them earn a high income (**N\$ 6001 above**), **157** are middle income (**Between N\$ 3001 - N\$ 6000**), and **137** are in the low income (**N\$ 3000 Below**) category. The remaining **410 (50%)** occupants consisting of **157** are (unemployed), **249** have not yet submitted their proof of income, **12** are pensioners, and **12** with disabilities.

• **EXT 31 - South**

The General Plan of Ext. 31 South "**Annexure B**" provides **93** single residential erven. A total of **145** structures are registered of which **81** provided proof of

income to date. The following is the analysis of the income from the informal settlers in Ext 31 South:

TABLE OF INCOME

Income (N\$ 6000 +)	22
Income (N\$ 3000 - N\$ 6000)	43
Income (Below 3000)	16
Proof of Income not Provided	41
Unemployed	22
Pensioners	0
Disabled	1
Total	145

There are **145** occupants **registered**, of which **81 (56%)** have submitted their proof of income (**22** of them earn a high income (**N\$ 6001 above**), **43** are middle income (**Between N\$ 3001 - N\$ 6000**) and **16** are in the low income (**N\$ 3000 Below**) category. The remaining **64 (44.14%)** occupants consisting of **22** are (unemployed) and **41** have not yet submitted their proof of income and **1** disabled person.

5. PROPOSAL

It is proposed that the erven larger than 350 m² in Ext 28 and Ext 31 South, be donated to the informal settlers who have a household income of N\$ 6 000.00 and higher, and those who have a household income between N\$3 000.00 and N\$6 000.00 be donated to middle-income households. The overspill and unauthorized occupants in Ext 27, 28, 29, 30, and 31 South with a household income below N\$3 000.00 cannot be assisted at this time since there are no erven available. They will be assisted when the installation of services in the new areas are finalised.

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

RECOMMENDED:

- (f) That it be noted that the erven in Extensions 28 and 31 South of Swakopmund were serviced with government funds and must accordingly be donated to the beneficiaries on the Master Waiting List/residents occupying those erven based on affordability assessment.
- (g) That the statistics of overspill residents and unauthorized occupants be submitted to the Council for consideration after the registration/updating of income.
- (h) That the overspill residents and unauthorized occupants in Extensions 27, 29, and 30 with high and middle income be a priority during the allocation of erven in Ext. 28 and Ext 31 South.
- (i) That the overspill residents and unauthorized occupants in Extensions 27, 28, 29, 30, and 31 South earning below N\$3 000.00 be relocated to the Northern Wedge once the site is ready for occupation.
- (j) That the overspill residents with high and middle income in Extensions 27, 29, and 30, whose erven have been merged and who subsequently have no

erven be prioritized in Ext. 28 and 31 South upon meeting the requirement in point (c) above.

- (k) That the overspill and unauthorized residents in Extensions 27, 29, and 30, mentioned in point (c) and point (e) above, with high and middle income be allocated with alternative erven at the Northern Wedge area when the site is ready for occupation, should the need arise.**
-

**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.10

APPLICATION BY MS. SHIYEPO AMALIA ON BEHALF OF MR. M YETA TO PURCHASE A SINGLE RESIDENTIAL ERF

(C/M 2024/10/08 - E 8565, 16/1/4/2/1/14)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **7.13** page **114** refers.**A. This item was submitted to the Management Committee for consideration:****1. INTRODUCTION**

This submission serves to request Council to consider approving the request of Shiyepo Amalia on behalf of her brother Mr Yeta to sell an erf to him. Mr Yeta is physically disabled due to an accident that occurred on **10 July 2023**.

2. APPLICATION

On **24 April 2024** Ms Shiyepo Amalia on behalf of Mr Yeta applied to purchase a plot/house (**Annexure "A"**). Ms Amalia (Sister to Mr Yeta) and her family confirmed that they will assist with payment of the purchase price for an erf valued at not more than N\$ 50 000.00 (**Annexure "B"**). Copies of the identification documents are also attached.

On **8 April 2024 (Annexure "D")** MVA confirmed their willingness to construct a house for Mr Yeta on condition that Mr. Yeta is the owner of the erf.

3. PREVIOUS RESOLUTIONS

On **26 January 2017** Council approved to assist people with disabilities subject to compliance with certain criteria, inclusive of a medical certificate under item 11.1.23 as follows:

- (a) *That special provisions be made in the Swakopmund Municipality Property Policy to include people with disabilities based on the following criteria and upon submission of a medical certificate:*
- *Presence of impairment (internal and external)*
 - *Active limitations or barriers - prevention of an individual to execute a task or action;*
 - *Participation restriction - restriction that prevent an individual in involvement in life situations*
 - *Ability to live independently*
 - *Proof of income to enable him/ her to purchase an erf*
 - *Residents of Swakopmund*
 - *Lack of access to opportunities due to socio economic barriers*
 - *Where the disabilities is permanent*
- (b) *That beneficiaries from The Special Housing Scheme for people living with disabilities must not earn more than N\$6 000.00 per month.*
- (c) *That whenever a residential area is developed, 2% of the total erven created be set aside for people with disabilities.*
- (d) *That beneficiaries earning between N\$3 000.00 and N\$6 000.00 per month purchase residential erven at development cost, while those earning below N\$3 000.00 purchase residential erven at a subsidised price of 50% of the development cost.*
- (e) *That a Master Waiting List for People Living with Disabilities be compiled according to the date of application and future allocation be done according to that list.*
- (f) *That provision be made whenever allocating land for residential purposes for people with disabilities according to the criteria mentioned in (a) above.*

The Swakopmund Constituency applied for 5 single residential erven for physical challenged people whereafter Council on **12 December 2023** resolved the following under item 11.1.37:

- (a) *That Council takes note of the decision by the Swakopmund Constituency Office to purchase 5 erven on behalf of 5 physically challenged people.*
- (b) ...
- (c) ...
- (d) ...
- (e) ...
- (f) *That the following standard conditions of sale be applicable:*
 - (i) *That the proposed sale be published in terms of section 63 of the Local Authorities Act, Act 23 of 1992, as amended and subsequent thereto approval be requested from the Ministry of Urban and Rural Development.*
 - (ii) *That all costs for the sale be for the account of the purchaser, such as (but not limited to) the cost for the compilation of the deed of sale and transfer registration.*
 - (iii) *That the period to secure the purchase price by the Swakopmund Constituency be 90 days from date ministerial approval is granted.*
 - (iv) *The property must either be paid in cash or secured by bank guarantee within the 3 month period. If not paid in cash and no bank guarantee is in place at expiry of the period, the transaction be cancelled.*
 - (v) *If a bank guarantee is in place, but the property is not transferred within the 3 month period, penalty interest accrues as from the date of offer until date of transfer.*
 - (vi) *The beneficiaries may not sell their properties within 10 years after transfer. If a beneficiary decides to sell the erf, it must first be offered to Council.*
 - (vii) *Beneficiaries may not sell the properties until a house has been built on the erf, a completion certificate has been issued by Engineering and Planning Services Department, and the owner has occupied the house for 10 years.*

The 5 erven are located in Ext 31, North, Swakopmund.

4. **CURRENT SITUATION**

Mr Yeta currently lives with his family in rental accommodation in Mondesa, Swakopmund, however, MVA declared this accommodation not suitable for someone who uses a wheelchair such as in his condition (**Annexure "D"**). Mr Yeta was declared paralysis due to serious injuries he sustained during a motor vehicle accident on **10 July 2023**.

According to the report from Swakopmund State Hospital (Mondesa Clinic) (**Annexure "C"**) Mr Yeta sustained multiple injuries including rib and transverse process fractures, occipital condyle fracture, and right cortical hemorrhage. The said injuries resulted in paralysis with paresis from the shoulder down affecting both his right-sided lower and upper limb, with weakness, stiffness, and functional limitations. His arm and leg are both affected in that he cannot move his leg at hip, knee, and ankles independently in a safe manner.

He has limited balance control in his upper body and is completely dependent on caretakers to move into and out of his wheelchair. This affects him in the execution of daily tasks, for which he needs daily assistance from his caretaker.

The Motor Vehicle Accident Fund of Namibia (MVA) is committed to construct or modify houses for its clients. The dwelling needs to have a secure water point, some form of electricity, and hot water. Attached is an approved plan (**Annexure "E"**) single-room dwelling with an en-suite bathroom.

5. **DISCUSSION**

Erf 8565, Swakopmund Extension 31, North has been identified to sell it to Mr Yeta, especially taking into consideration the condition of Mr Yeta and where he currently lives and the fact that his family will help paying the purchase price. Further, MVA also confirmed that they will construct a suitable house for Mr Yeta, on condition that the erf be transferred into Mr Yeta's name.

6. **PROPOSAL**

In view of the above, it is proposed to sell Erf 8565, Swakopmund, Extension 31 North (**Annexure "F"**) which is 315 m² in extent to Mr Matheus Yeta.

It is proposed that the purchase price be N\$150.00m² in terms of the cost for the installation of services:

ERF NO	SIZE	PURCHASE PRICE
8565	315	N\$47 250.00

It is further proposed that the same conditions apply as was approved by the Council on **12 December 2023** under item 11.1.37 for the 5 erven for the physical challenged people. Lastly, it is proposed that the purchase price be paid within 120 days from date of ministerial approval, considering the lengthy and cumbersome process of approval for low-income private treaty sales.

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

- (a) **That the Council approves the application of Ms Shiyepo Amalia on behalf of Mr Yeta "Annexure A" (on file) to purchase Erf 8565, Swakopmund, Extension 31 North.**
- (b) **That the Council takes note that Mr. Yeta is medically confirmed as paralyzed due to serious injuries sustained during an accident on 10 July 2023.**
- (c) **That the Council approves the sale of Erf 8565, Swakopmund, Extension 31 north, 315m² in extent to Mr Yeta at the development cost of N\$150.00/m² and a total purchase price of N\$47 250.00 based on the installation of services.**
- (d) **That the following standard conditions of sale be applicable:**
 - (i) ***That the proposed sale be published in terms of section 63 of the Local Authorities Act, Act 23 of 1992, as amended, and subsequent thereto approval be requested from the Ministry of Urban and Rural Development.***
 - (ii) ***That all costs for the sale be for the account of the purchaser, such as (but not limited to) the cost for the compilation of the deed of sale and transfer registration.***
 - (iii) ***That the period to secure the purchase price by Mr Yeta be 120 days from the date of ministerial approval.***

- (iv) **The property must either be paid in cash or secured by bank guarantee within the 4 months. If not paid in cash and no bank guarantee is in place at the expiry of the period, the transaction be cancelled.**
 - (v) **If a bank guarantee is in place, but the property is not transferred within the 4 months, penalty interest accrues from the date of the offer until the date of transfer.**
 - (vi) **That construction of a house on the said erf be completed within 24 months after Ministerial approval has been granted and the full purchase price is settled.**
 - (vi) **That Mr Yeta may not sell Erf 8565, Swakopmund, Extension 31 North within 10 years after the transfer. If Mr Yeta needs to sell the unimproved erf, it must first be offered to Council at the original purchase price.**
 - (viii) **That once a house has been built on the erf, and a completion certificate has been issued by the Engineering and Planning Services Department, the owner must occupy the house for 10 years before they are permitted to sell it without offering it to Council first.**
- (f) **That the Council takes note that the Motor Vehicle Accident Fund of Namibia (MVA) will construct a single-room house with an en-suite bathroom for Mr Yeta.**
-

**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.11 **REQUEST TO LEASE THE WOERMANN HAUS PREMISES: IGS ENGINEERS NAMIBIA CC**
(C/M 2024/10/08 - 13/3/1/3)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **8.1** page **03** refers.

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

1. **Introduction**

The purpose of this submission is to inform the Council of an application by IGS Engineers Namibia CC to lease the Woermann Haus premises.

The attached email dated **04 July 2024 (Annexure "A")** was received from IGS Engineers Namibia CC requesting an opportunity to discuss the lease of the Woermann Haus premises for office purposes, maintaining the building, and open the premises to the public once again. In order not to create an expectation of being allocated, the information below is stated, before inviting the applicant for an audience.

Attached as **Annexure "B"** is a locality map and a layout of the Woermann Haus (**Annexure "C"**).

2. **Use of the Woermann Haus**

Since 1975 when the donation was made, vacant rooms in the Woermann Haus were leased to community / non-profit ventures, although there is no record on files of a directive that apart from using the building as a library the facilities should be used for tourism.

The property was donated by the Government mainly to house a public library.

On **16 June 1994**, the Council and the Government of Namibia entered into an agreement to lease the following rooms at the Woermann Haus which lease period commenced on 01 July 1993 and continued for an unspecified period:

- *rooms and passages number 1, 1/1, 1/2, 1/3, 1/4, 1/5, 1/6, 2/1, 2/2, 2/3, 3, 4/1, 7, 12, 13 and 14 with a surface area of approximately 716 m²*

Council renewed the lease agreement for the public library on **31 May 2017** under item 11.1.16 for the period from **01 February 2017** until **31 December 2027**.

The Directorate of Education, Arts and Culture; Division: Adult Education and Lifelong Learning currently pays a monthly rental for **N\$22 766.04**.

3. **Current Situation**

The latest resolution with regard to among others, the sale of the Woermann Haus was passed on **27 June 2024** under item 11.1.3. A preparatory meeting was held at the Governor's office by high-ranking officials on 31 July 2024 and first 01 August 2024 to resolve the issue.

4. **Background**

On **04 April 2023** under item 11.1.18 Council approved the sale of the Woermann Haus which decision is quoted below for ease of reference:

- "(a) That an application be submitted to the Ministry of Works, Transport & Communication requesting the waiver of the use restriction registered in Government Grant 1304/1975 in terms whereof the buildings on Erf 1308, Swakopmund must be exclusively used as public library auxiliary use.*
- (b) That the application for the waiving of the restrictive condition be based thereon that the property is not used to its full potential as a public library, that the monthly rental income does not justify maintenance expenses, and sale for commercial purposes will stimulate the local economy and create employment.*
- (c) That due to the high costs (upset price of N\$17 900 000.00) for the sale of Erf 1308, Swakopmund, approval be sought from the Ministry of Urban & Rural Development to proceed with the closed bid sale of Erf 1308, Swakopmund in terms of Council's decisions listed below; and the name of the successful purchaser be forwarded to the Ministry of Urban & Rural Development after the public closed bid sale:*
 - (i) 30 June under item 11.1.3*
 - (ii) 24 November 2022 under item 11.1.39*
- (d) That point (j) (v) of Council's decision be amended as per point (c) above:*
- (j) That the following standard conditions of sale be applicable:*
 - (v) That proposals be invited in terms of section 63 of the Local Authorities Act, whereafter the Council applies for approval from the Ministry of Urban and Rural Development in terms of section 30 (1) (t) to proceed with the transaction.*
- (e) That the sale of Erf 1308, Swakopmund be commenced once approvals in points (a) and (b) above is obtained as the purchaser might incur costs for the sale, and approvals might not be favorable.*
- (f) That the Directorate of Education, Arts and Culture; Division: Adult Education and Lifelong Learning be issued with a notice to vacate the premises once approval is granted to waive the restrictive title condition."*

In terms of the above decision, the Council requested permission from the Ministry of Works, Transport and Communication to waive the restriction registered against the title deed of Erf 1308, Swakopmund to be able to sell the Woermann Haus premises.

On **17 August 2023**, a response was received from the Ministry of Works, Transport and Communications in which they stated that they do not want to waive the restrictive condition and that the property must be retransferred to the said Ministry.

5. **Application**

An email dated **04 July 2024 (Annexure "A")**, was received from IGS Engineering Namibia CC requesting permission from Council to lease the Woermann Haus building for commercial purposes.

They stated in their email that they would like for the Council to grant them the opportunity to utilize the Woermann Haus premises for office space and maintain the building to be in good condition.

Currently, it is advisable not to occupy the vacant rooms pending the approval to proceed with the sale. All current lessees will be given notice of cancellation closer to the intended sale. The purpose of the lease of rooms is for community-based / non-profit ventures and not for commercial purposes.

It is therefore proposed that the request from IGS Engineers Namibia CC to lease the Woermann Haus premises from the Council for commercial purposes not be approved until a date is determined for the sale of the Woermann Haus building, or until the Council passes a further resolution about the future use of the premises.

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

RECOMMENDED:

- (a) **That the Council takes note of the application by IGS Engineers Namibia CC to lease the Woermann Haus premises for office space and to maintain the building for commercial purposes.**
 - (b) **That the Council declines the request from IGS Engineers Namibia CC to lease the Woermann Haus premises pending the approval to proceed with the sale of the building.**
 - (c) **That the Council takes note that the purpose for the lease of rooms at the Woermann Haus is for community-based / non-profit ventures and not for commercial purposes and that once clarity is received regarding the future sale of the Woermann Haus premises, the Council decides on the way forward.**
-

From: Fleidl, Heiko <Heiko.Fleidl@nam.igs-ib.com>
Sent: Thursday, July 4, 2024 10:45 AM
To: Annalize Swart <aswart@swkmun.com.na>
Cc: Siedentopf, Gustav Ulrich (NAM) <Gustav.Siedentopf@nam.igs-ib.com>; Weihrauch, Oliver <Oliver.Weihrauch@igs-ib.de>
Subject: 24.07.04, IGS Engineers Namibia CC - Request for meeting with CEO

Good Morning Annalize,

24.07.04, IGS ENGINEERS NAMIBIA CC - REQUEST FOR A MEETING WITH CEO

As per our telephonic conversation, I would like to request a meeting with the CEO to discuss the following matter:

In my discussion with Mr. Roxin, it was mentioned that the Woermann House is currently vacant/unoccupied. There may be a mutually beneficial opportunity for IGS to lease the property (for our offices), maintain the building, and open it to the public once again. The Owner of the IGS Group has a keen interest in old & historic buildings and their renovation, making this potential venture particularly appealing to him.

We would like to discuss the possibilities of this proposal in principle and outline the next steps required.

I look forward to your response and the meeting invite.

Kind Regards & Mit freundlichen Grüßen

Director | Roads, IGS Engineers Namibia CC

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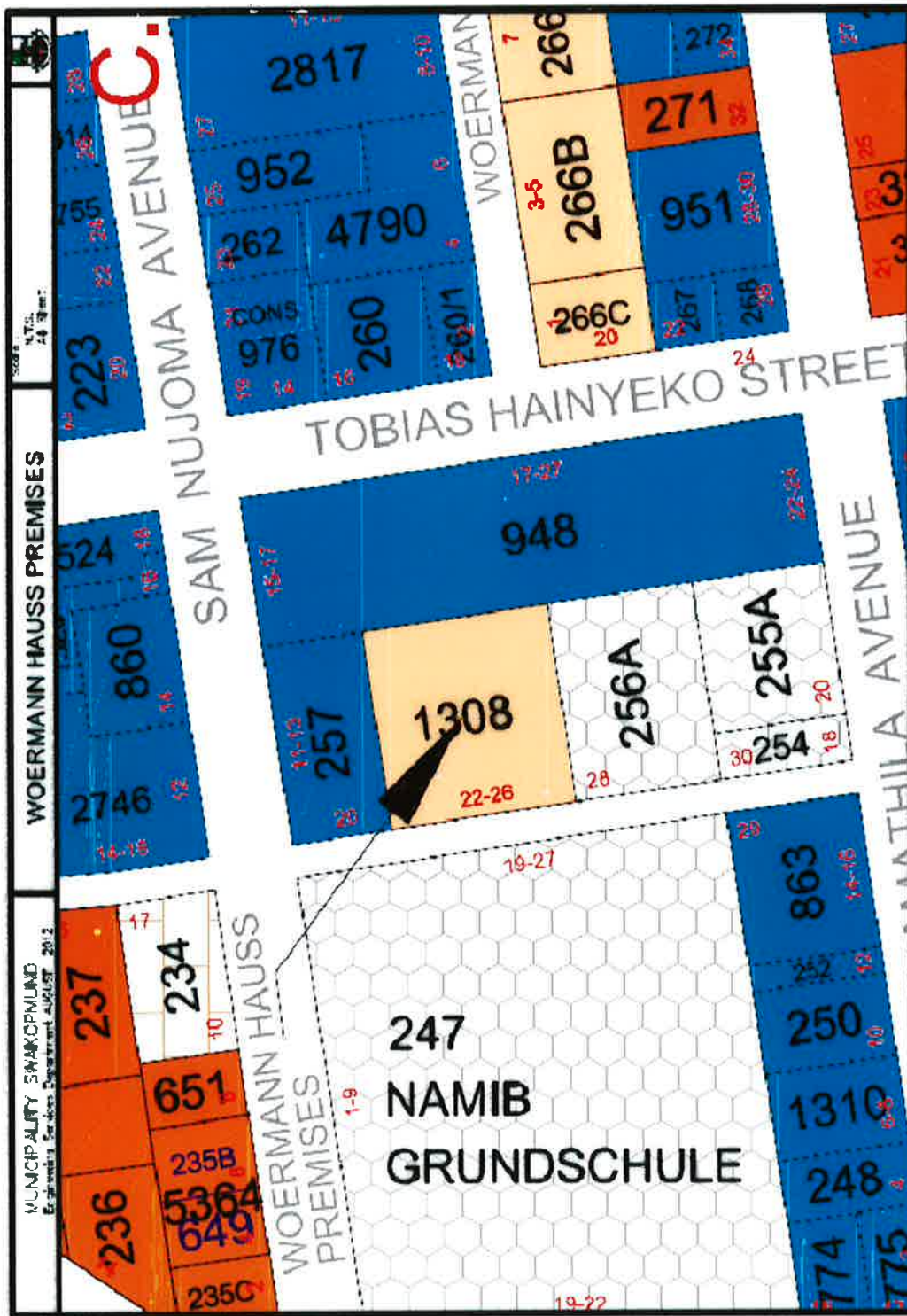
Suite 6, Stadtmitte Building | PO Box 7121, Swakopmund, NAMIBIA

Reg. No.: CC 2023/01818 | VAT-Reg. No.: 13644820-015 | Company

Manager: U. Siedentopf

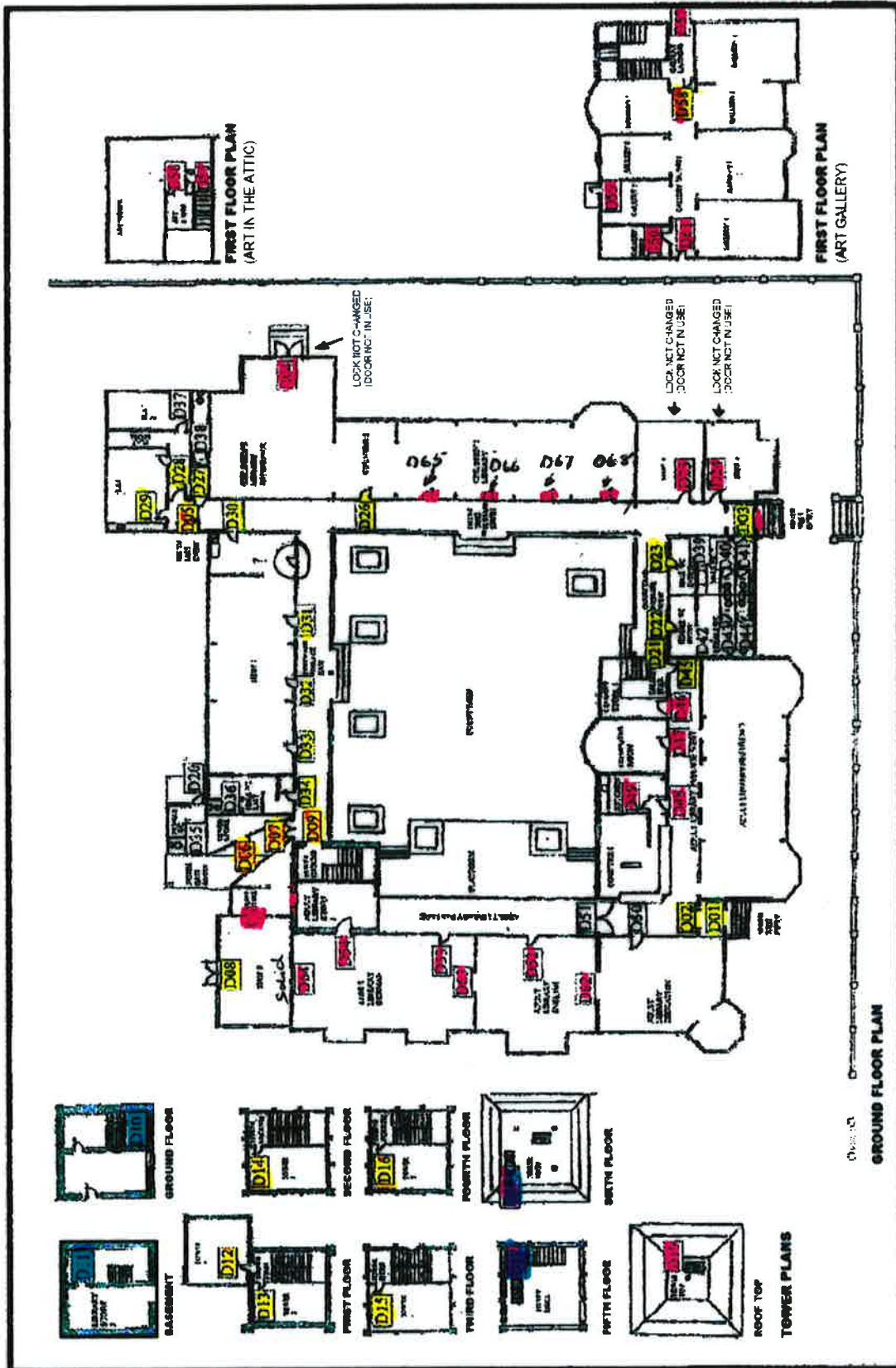


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ANNEXURE "C"

Part Level (5/11/24)



DOORS - KEY PLAN

GROUND FLOOR PLAN

TOWER PLANS

11.1.12 **APPLICATION BY MR PATRICK VIHANGA FOR WAIVER OF THE PRE-EMPTIVE RIGHT OVER ERF 7688, SWAKOPMUND, EXTENSION 28**
(C/M 2024/10/08 - E 7688)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **8.2** page **09** refers.

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

1. **INTRODUCTION**

This submission serves to request the Council to consider the application of Messrs Pieter Hamman Legal Practitioners on behalf of Mr. Patrick Vihanga to waive the pre-emptive right registered over Erf 7688, Ext 28, Swakopmund to sell it to a third party.

2. **BACKGROUND**

Erf 7688, Ext 28, Swakopmund was allocated to Mr Vihanga on **14 November 2018**. **Annexure "A"** is a copy of the signed Mass Housing Home Loan Sales Agreement. Messrs ENSAfrica on **12 November 2021** confirmed the transfer of ownership (**Annexure "B"**).

3. **APPLICATION**

A letter attached dated **14 September 2023 (Annexure "C")** was received from Messrs Pieter Hamman Legal Practitioners on behalf of Mr Vihanga requesting Council to waive the pre-emptive right to sell Erf 7688, Swakopmund, Ext 28 to Mr and Mrs Kativa. On **21- September 2023 (Annexure "D")** Mr Vihanga stated in a sworn declaration that he would be relocating to Oranjemund for work at Debmarine Namibia and thus wants to cut costs and save on travel expenses.

4. **CURRENT SITUATION**

As stated in the declaration, Mr Vihanga relocated to Oranjemund for work and therefore wants to sell Erf 7688 Swakopmund to Mr and Mrs Kativa who are first-time home purchasers. They applied under the Mass Housing Development Programme through NHE on **11 March 2019** attached as (**Annexure "E"**).

Mr Vihanga is aware of the pre-emptive right registered over the property of which the 10 years will only expire, on **12 November 2031**.

5. **PRE-EMPTIVE RIGHT**

As per the Tripartite agreement signed on **22 October 2019 (Annexure "F")** entered into by and between Mr. Vihanga, Council, and NHE, the sale of any improved erf is subjected to certain conditions, in particular, clause 2.3.1:

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

Therefore, the purchaser is not allowed to sell the property to a third party before the 10-year period has lapsed or, unless it is first offered back to Council.

6. **PREVIOUS RESOLUTIONS FOR SIMILAR CASES**

Following are the most recent resolutions for similar requests that were passed by the Council on **28 July 2022** under item 11.1.14:

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

On **30 June 2022** under item 11.1.20 the Council approved to waive the pre-emptive right over Erf 2626 Matutura:

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

On **27 April 2023** under item 11.1.31 Council also approved to waive the pre-emptive right over Erf 2016, Matutura:

- (a) *That Council waives the 10-year restriction over, Erf 2016, Matutura, and permits Mr. Ndevaetela to sell Erf 2016 to a third party, that meets the following criteria:*
 - 1. *He or she must be on the Master Waiting List*
 - 2. *Must reside in Swakopmund.*
 - 3. *Must be a first-time homeowner.*
 - 4. *Must earn at least N\$ 6,000.00 or more.*
- (b) *That Ministerial approval be obtained to allow Mr. Ndevaetela to sell Erf 2016, Matutura to a third party who meets the criteria in (a) above.*
- (c) *That Mr Ndevaetela be informed that he no longer qualifies for allocation of an erf under the low-cost housing projects, as he is no longer a first-time property owner.*

Ministerial approval was requested for the above transactions and a response still awaited.

7. **RECENT MINISTERIAL EMPHASIS**

The Housing Act makes provision for the resale of land by Build Together recipients to 3rd parties only once a quarter of the loan period of 20 years has expired. Persons who have received land under the Build Together program can

therefore only sell the erf if at least 5 years have lapsed from the date of allocation of the loan. In line with this provision, the Council similarly sold its land at the Closed Bid Sale of 2012 with a 5-year pre-emptive right. All bidders were made aware of this condition throughout the entire process of the sale. The intention was therefore to not allow the resale of any land within at least 5 years from the date of transfer.

To address the great national demand for residential land, the Minister has however recently indicated that greater emphasis will now be placed on the pre-emptive period placed on properties sold and that it is planned to even extend the period from 5 years to 10 years.

8. DISCUSSION

Messrs Pieter Hamman Legal Practitioners attached the information of the third party as well as the proof of application with NHE as **Annexure "E"**. Mr Kativa does not appear on the Master Waiting List, however, he applied for housing at NHE on **11 March 2019** and appears on their list, **Annexure "F"**.

Below is an evaluation of whether the Kativa couple meets the criteria to be considered for buying the erf:

The Third-Party Criteria	Do They Comply
1. <i>He or she must be on the Master Waiting List</i>	No (but applied with NHE)
2. <i>Must reside in Swakopmund</i>	Yes
3. <i>Must be a first-time homeowner</i>	Yes
4. <i>Must earn at least N\$ 6000.00 or more</i>	Yes

According to the proof of application attached as **Annexure "E"** Mr Kativa meet the abovementioned criteria; his name does not appear on the Master Waiting List, but he has applied with NHE before 2020. The Council has access to the NHE list. **Annexure "G"** shows the sale amount of the property and approved loan amount issued by First National Bank of Namibia to Mr and Ms Kavita.

However, the final and conclusive judgment against the abovementioned transaction emanates from the fact that Mr. Vihanga could not honour the binding conditions as stipulated in the Tri-Partite Agreement.

9. FINANCIAL IMPLICATIONS

Since the property was developed at great cost and sold at a highly subsidized price, it stands to reason that if the property will be sold and a profit be realized, the Council may recover some of its investment to develop more low-cost properties. **Annexure "H"** is an image of Erf 7688, Matutura, Ext 28 which Mr. Vihanga intends to sell at a purchase price of **N\$ 670 000.00**.

The development cost of the erven was **N\$140.50** per m² (**N\$140.50 × 363 sqm = N\$51 000.00**) at the time and the property value was listed as **N\$225 890.00** on the Municipal Solar System. The current ground value for Erf 7688 is **N\$102 000.00** for the sale and **N\$240 000.00** for improvements. Since the owner paid **N\$467 900.00** for the erf, such amount can be deducted from the current erf value meaning, the seller must refund the amount of **N\$ 102 000.00** to Council for the transfer to be approved.

10. **PROPOSAL**

It is therefore proposed that Council waives the pre-emptive right of 10-year restriction over Erf 7688, Ext 28, Swakopmund to enable Mr Vihanga to sell the said erf to Mr and Mrs. Kativa, on condition that Mr Vihanga reimburse Council with the full development cost of N\$102 000.00 or as reflected on the Municipal Valuation Roll since he is in breach of 10-year restriction clause of the agreement. It is also proposed that Ministerial approval be obtained to allow Mr Vihanga to sell the property to Mr and Mrs. Kavita.

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

- (a) **That Council waives the 10-year restriction over Erf 7688 Swakopmund, Ext 28 to allow Mr Vihanga to sell the said erf to Mr and Mrs Kativa.**
 - (b) **That the donation of Erf 7688 be revoked and that Mr. Vihanga be requested to pay the Council back the full development cost which is N\$102,000.00.**
 - (c) **That Ministerial consent be obtained to allow Mr. Vihanga to sell Erf 7688, Swakopmund, Extension 28 to the third party, Mr. and Mrs. Kavita.**
 - (d) **That Mr. Vihanga be informed that he no longer qualifies for allocation of an erf under the low-cost housing projects, as he is no longer a first-time property owner.**
-

**Documents
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- 11.1.13 **APPLICATION TO CANCEL PRE-EMPTIVE RIGHT TO SELL TO THIRD PARTY: ANGAMBA // HAIMBONDI, ERF 4045, MONDESA**
(C/M 2024/10/08 - M 4045;14/2/1/2)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **8.3** page **50** refers.

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

1. **INTRODUCTION**

This submission serves to inform Council about the challenges that the Housing Section is facing in the allocation of subsidised houses to address the housing backlog. A trend has emerged where beneficiaries sell the subsidised properties to third parties and return to informal settlements, exacerbating the existing housing backlog and making it harder for those genuinely in need to access housing.

Equally important is to ensure that beneficiaries who are allocated an erf can afford the cost of ownership.

Providing a comprehensive understanding of the issue will assist the Council in planning strategies to ensure that low-cost or subsidised housing projects effectively serve their intended purpose, rather than fuelling property speculation and allowing beneficiaries to be exploited for quick financial gain or causing beneficiaries financial harm.

2. **BACKGROUND**

Mr Martin Angamba signed a lease agreement with Council for Erf 482, Mondesa (DRC Proper) on **22 March 2000 (Annexure "A")**. On **12 April 2017**, Mr Angamba was allocated Erf 4045 Mondesa through the Mass Housing Development Programme (MHDP). The agreement is attached as (**Annexure "B"**). The applicant wrote a letter to the Council on **31 May 2019** that he is unemployed and cannot pay to his bond or rates and taxes of Erf 4045 Mondesa (**Annexure "C"**). On **02 December 2021** ownership of Erf 4045, Mondesa was registered to Mr Angamba (**Annexure "D"**).

3. **CURRENT SITUATION**

As stated in a letter dated **14 April 2023, (Annexure "E")** Mr Angamba moved back to Erf 482 DRC Proper to join his son and leased out Erf 4045 Mondesa to settle his account and bond with the money generated from rent. As he is temporarily unemployed, Mr Angamba requested that the Council grant him an opportunity to stay on Erf 482, DRC.

On **17 November 2023** a certain Mr Phillipus Haimbondi wrote a letter to Council (**Annexure "F"**) explaining the sequence of events that transpired between the two parties, hence requesting Council to cancel the pre-emptive condition and enable the transfer of Erf 4045, Mondesa. A memorandum of agreement between the parties shows that Erf 4045, Mondesa was sold to Mr Haimbondi by Mr Angamba for an amount of N\$ 380 000.00 (**Annexure "G"**). Mr Haimbondi made an electronic transfer in the amount of N\$ 166 000.00 to the account of the son of Mr Angamba (Cornelius Vries) (**Annexure "I"**).

Mr Haimbondi as per their written memorandum of agreement, also settled the bond for N\$65 000.00 of Mr Angamba with National Housing Enterprise (NHE), (**Annexure "H"**) with the expectation to receive the property paid in full. The agreement further stipulated that the remaining amount of N\$ 120 000.00 for the property shall only be transferred to Mr Angamba upon the availability of the title deed which was still with NHE.

Mr Haimbondi approached Messrs Kinghorn Associates to facilitate the transfer of Erf 4045, Mondesa. During correspondence between Kinghorn and Council, it became apparent that Mr Angamba had a pre-emptive clause in the contract prohibiting him from selling the property to a third party before the 10-year has lapsed.

As a result, the property could not be transferred. Mr Angamba is currently unemployed and does not have any immovable property and he is not able to reimburse Mr Haimbondi the whole or part of the money paid to him.

Mr Haimbondi is a retired employee of Rossing Uranium and has paid a total amount of N\$ 260,000.00 to invest in a property, which is anticipated to generate returns for him.

In view of the legal issues involved, the parties were advised in a letter dated **18 December 2023 (Annexure "J")** that they should seek legal assistance in the matter.

4. **PRE-EMPTIVE RIGHT**

As per the Tripartite agreement signed on **12 April 2021** entered by and between Mr Angamba, Council, and NHE, the sale of any improved erf is subjected to pre-emptive conditions, in particular, clause 2.3.1:

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

Therefore, the purchaser is not allowed to sell the property to a third party before the 10-year period has lapsed or, unless it is first offered back to Council.

5. **DISCUSSION**

Mr Angamba appears to have a genuine problem with finances; however, it is also an illustration of a typical case of how beneficiaries do not understand the conditions of sale and attempt to sell their houses quickly to third parties who sometimes own multiple properties and create a challenge for ensuring fair access to housing. This pattern creates a backlog, making it harder for applicants in need to access subsidised properties through Council or government programs. Community members complain bitterly about the high cost of rent, which could be used to pay off their bond if allocated a house.

Attached as **Annexure "k"** is the Local Authority transfer report showing that Mr Haimbondi owns Erf 702, Mondesa, Ext 2 under Title Deed Number **T7932/93**. In the case of Mr Angamba, money has been exchanged and Mr Angamba is unable to repay Mr Haimbondi. This is a legal issue to be resolved between the

parties since the Council cannot transfer a subsidised property to a person who already owns property, without it being offered back to the Council first, in terms of the pre-emptive right. In line with the Government directives for the Mass Housing Development Programme, terms of an agreement were established and are reflected in the tripartite deed of donation, of which the contents and meaning of the donation agreement were conveyed to the beneficiaries by the transferring attorneys. Mr. Angamba is in breach of clause 2.3.1 of the tripartite contract since he did not offer the property back to Council, however proceeded to sell the property to Mr. Haimbondi.

Clause 2.2 of the triparty agreement states that:

"Should the Beneficiary fail to fully comply with all his/her obligations in terms of this agreement, this agreement may be cancelled, and/or donation be revoked, in addition to any other remedies available to the Council or the NHE in law. If the agreement is cancelled or the donation revoked, the property will revert to the Council."

Therefore, the erf must first be offered to Council and Council can then consider whether to sell the said property to Mr. Haimbondi taking cognisance of the fact that Mr. Haimbondi has already paid Mr Angamba N\$ 260 000.00. Perhaps the Council can consider selling the erf to Mr. Haimbondi for the balance of N\$ 380 000.00 agreed by the parties. On agreement that Council revokes the donation of the said erf and sells it at the development cost of N\$ 68 000.00 which will be subtracted from the N\$120 000.00 that must be paid to Mr Angamba.

6. **PROPOSAL**

It is proposed that the Council approves the sale of Erf 4045 by Mr Angamba since he is unemployed, has financial difficulties and money has already been exchanged between the parties. It is also proposed that the Council revoke the donation of the erf to Mr Angamba as he is selling the property to a third party. It is further proposed that the land value which is N\$ 68 000.00 is paid to Council by Mr Angamba as a penalty for breach of contract.

It is also proposed that the N\$ 68 000.00 be deducted from the remaining amount of N\$ 120 000.00 which must be paid to Mr Angamba by Mr Haimbondi.

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

RECOMMENDED:

- (a) That the Council approves to waive the pre-emptive right over Erf 4045, Mondesa by allowing Mr Angamba to sell the erf to Mr Haimbondi based on Mr. Angamba being unemployed and experiencing financial difficulties and money has been exchanged between the two parties.**
 - (b) That the Council takes note that Mr Haimbondi already owns Erf 702, Mondesa, Extension 2, and is not a first-time-homeowner.**
 - (c) That the donation of erf 4045 be revoked and the land value of N\$68,000.00 be paid back to the Council by Mr. Angamba.**
 - (d) That the N\$68,000.00 be deducted from the remaining amount of N\$120,000.00 which must be paid to Mr Angamba by Mr Haimbondi.**
 - (e) That NHE issues the title deed to Mr Haimbondi after the full amount of N\$68,000.00 is recovered by the Council for the land value.**
-

ANNEXURE "A"

MEMORANDUM OF AGREEMENT

LEASE AGREEMENT

entered into by and between

THE MUNICIPAL COUNCIL OF SWAKOPMUND

herein represented by

ECKART ULRICH WILHELM DEMASIUS

in his capacity as TOWN CLERK and duly authorised thereto
(hereinafter referred to as the "LESSOR")

and

Martin ANGLIANSKA

(NAMIBIAN ID / PASSPORT NO *71021700162*)

(herein referred to as the "LESSEE")

WHEREAS

The LESSOR is the owner of a certain unimproved portion of property namely the Remainder of Portion 5 of the Swakopmund Town and Townlands No 41.

AND WHEREAS

The LESSOR granted permission that an area of 300 m² minimum be leased to the LESSEE.

Now THEREFORE the parties agree as follows.

10.

The LESSEE acknowledges that this Agreement truly and correctly reflects the whole of the terms of the agreement between the parties. Any amendments or additions to this Agreement shall be null and void if not reduced to writing and incorporated in an annexure to this Agreement and signed by all parties.

11.

DOMICILIUM

For the purpose hereof and for any other notice which might be required to be delivered to or served on the LESSEE in terms hereof, the LESSEE chooses the following address as *domicilium citandi et executandi*

Portion 082 being a portion of the Remainder of Portion 5
of the Swakopmund Town and Townlands No 41,

OR

P O Box 53
SWAKOPMUND

or such address of which the LESSEE shall inform the LESSOR by registered mail at P O Box 53, Swakopmund. A notice shall be considered duly served if hand delivered to the above-mentioned physical address or properly addressed, stamped and posted to the aforementioned address, which shall be the LESSEE'S *domicilium citandi et executandi*.

12.

JURISDICTION

The parties hereby consent to the jurisdiction of the Magistrate's Court for the district of Swakopmund in respect of any claim which may arise from or as resulting from the provisions of this agreement of lease in terms of the stipulations of section 45 of Act 32 of 1944 (Magistrate's Courts Act), as amended, notwithstanding the fact that the said Magistrate's Court otherwise possibly might have had no jurisdiction over such claim, on the distinct

6.

LESSOR'S RIGHT OF ACCESS

The LESSOR or its authorised representative shall at all reasonable times have the right of access to the PROPERTY hereby leased for the purpose of carrying out inspections in order to ensure that all applicable regulations and requirements are being complied with by the LESSEE.

7.

INDEMNITY

The LESSEE hereby indemnifies and shall keep the LESSOR indemnified during the full period of this lease agreement against any possible claims, resulting from fire, rain, hail, wind, any natural disaster, etc. which may arise from the use of the PROPERTY by the LESSEE.

8.

DEFAULT

In the event of the breaking of any of the conditions of this agreement, the aforesaid lease may be cancelled at the entire discretion of the LESSOR by giving 30 days' notice in writing to the LESSEE and the LESSEE shall restore the PROPERTY to a proper condition at his/her own cost and to the satisfaction of the LESSOR within 60 days from date of such notification. Whether the lease is terminated by way of expiration or by breach of contract the LESSEE shall on its own account restore the PROPERTY to its original condition and to the satisfaction of the LESSOR.

9.

NON-PAYMENT

Non-payment (exceeding 1 (one) month in arrears) of rent will result in the removal by the LESSOR of the temporary improvements and the LESSEE will not qualify for a new plot.

Handwritten signature and initials in black ink, located in the bottom right corner of the page. The signature appears to be 'A. R.' with some additional scribbles below it.

1.

SUBJECT MATTER

The LESSOR hereby leases to the LESSEE who hereby rents a certain unimproved portion of the Remainder of Portion 5 of the Swakopmund Town and Townlands No 41, measuring not less than 300 m² and indicated as "Portion No. 682" on the attached drawing (hereinafter referred to as the "PROPERTY").

2.

DURATION

Notwithstanding the fact that the PROPERTY has been occupied by the LESSEE since February 2000, the lease shall commence on 1 May 2000 and shall run for a period of 3 (three) years subject to 3 (three) months' notice of termination of lease for both parties.

3.

LEASE AMOUNT

The lease amount shall be N\$65,00 plus N\$10,00 for water per month, payable in advance on or before the 7th day of each month by the LESSEE to the LESSOR, free of bank commission at any Cashier within the Municipality of Swakopmund.

4.

USE OF PROPERTY

The PROPERTY shall not be used for any other purpose than accommodation of the LESSEE's family.

5.

PROHIBITION AGAINST SUB-LETTING

The LESSEE shall not cede or assign this agreement or sublet any portion of the PROPERTY without the written permission of the LESSOR first had and been obtained

Handwritten signature and initials, possibly of the LESSOR or LESSEE, located in the bottom right corner of the page.

understanding that it will nevertheless be in the LESSOR'S exclusive discretion to decide whether any claim or dispute will be referred to the High Court of Namibia for adjudication

THUS DONE AND SIGNED at SWAKOPMUND this 22 day of October 2024 in the presence of the subscribing witnesses

AS WITNESSES:

ON BEHALF OF THE LESSOR

1. 
2. 


TOWN CLERK

THUS DONE AND SIGNED at SWAKOPMUND this day of 2000 in the presence of the subscribing witnesses

AS WITNESSES:

ON BEHALF OF THE LESSEE

1. 
2. 


LESSEE



H 5/4

M Nangombe

22 Februarie 2000

Mnr/Ms MARTIN POVLAKEN
Mondesa

Meneer/Dame

AANSOEK OM 'N ERF IN DIE TYDELIKE VESTIGINGSGBIED: MONDESA

Met verwysing na u aansoek in bostaande verband, wans ek u mee te deel dat u aansoek goedgekeur is en Erf 682 aan u toegeken is.

U word hiermee dringend versoek om voor of op 24 Februarie 2000 vir Mnr Nangombe by die Mondesa Administrasie Kantore te spreek vir die tref van finale reëlings – ondertekening van die huurooreenkoms.

U word ook versoek om hierdie brief asook u Identiteits Dokument saam te bring.

Die Uwe


MFC SWARTS
STADSEKRETARIS

/m/

MUNICIPALITY OF SWAKOPMUND

Only persons whose names appear on the waiting list can apply and will be considered.
 Slegs aansoeke van persone wie se name op die waglys verskyn sal aanvaar en oorweeg word.

APPLICATION TO LEASE AN ERF IN MONDESA (REMAINDER OF PTN 5 OF THE SWAKOPMUNDTOWN AND TOWNLANDS NO 41)
 AANSOEK OM 'N ERF TE HUUR IN MONDESA (GEDEELDE VAN GEDEELDE 5 VAN DIE SWAKOPMUND DORP EN DORPSGRONDE NO 41)

ERF NO: 482

1. Title (Mr/Mrs/Miss) *Mr*
 Titel (Mnr/ Mev)
2. Namibia ID no.AD nr.

7	1	0	2	1	7	0	0	1	4	2		
---	---	---	---	---	---	---	---	---	---	---	--	--
3. Surname *ANSAMBA*
 Van
4. First Names
 Voor Name *MARTIN*
5. Current Residential Address
 Huidige Woonadres *MONDESA, No 264 160*
6. Period of Residence at Current Address
 Tydperk.Woonagtig-Huidige Adres *20 years*
7. Postal Address
 Posadres *P.O. Box 933*
8. Period Residing in Swakopmund
 Tydperk Woonagtig in Swakopmund *29 years*
9. Telephone no. *461459*
 Telefoon nr (w) *461459* (H) *461169*
10. Current Employer and Address
 Huidige Werkgewer en Adres *Mrs. Van der Merwe*
METRO CASA & CARRY
11. Occupants of House/Huisbewoners

NAME // NAAM	GENDER // GESLAG
<i>MARIA VRIES</i>	<i>Female</i>
<i>MARTINES MARIE VRIES</i>	<i>Child</i>

[Signature]

7-02-2000

LEASE AGREEMENT

This Lease Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below shall have agreed.

Mr. Mundu Nepembe & Ms. Selma Shipunda (hereinafter Landlord) agrees to lease/rent backyard flat at **Erf 697 John Alfons Pandulani Street, Tamariskia Ext 3** (hereinafter Premises) to **Ngurlmuje Kativa & Katuvazere Kativa** (hereinafter Lessee).

Terms:

1. Lessee hereby agrees to pay in advance **N\$ 4000.00** on the first day of each month.
This agreement shall commence on **April 2022**
2. The Lessee agrees that a 1 month notice should be given prior to the termination of this agreement.
3. The Lessee hereby agrees to cover unpaid rent and/or any damages to the said premises upon termination of the agreement.

Signed at Swakopmund on this 1 day of April 2022



LESSEE



LANDLORD



WITNESS

ANNEXURE "B"

MASS HOUSING

Home Loan Sales Agreement

entered into by and between

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

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

(Herein referred to as the **SELLER**)

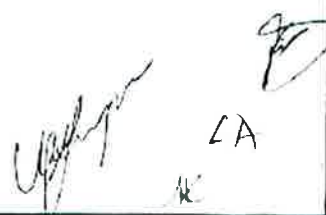
AND

PURCHASER: MARTIN ANGAMBA
IDENTITY NUMBER: 710217 0014 2

P O Box 1419
SWAKOPMUND

TEL NO: +264 -81-4183595
CEL NO: +264-81-8168471

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



Handwritten signatures and initials are present in the bottom right corner of the document. There are two distinct signatures, one appearing to be 'Karl Schroeder' and another one. Below the signatures, the initials 'LA' are written.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

The Seller hereby sells to the Purchaser who hereby purchases:

1. DESCRIPTION OF PROPERTIES:

Erf: 4045

MEASURING : 352 m²

HELD BY : The MUNICIPALITY OF SWAKOPMUND, which by virtue of a Deed of Donation, it has, or will donate to the Purchaser of the property on erf 4045

THE PROPERTY/ Plot : ERF 4045 Mondesa Swakopmund

SITUATED In the MUNICIPALITY OF SWAKOPMUND

SUBJECT : To the conditions therein contained

2. SALE:

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

W. J. ...
...
...

3 PURCHASE PRICE

Purchase Price for the PROPERTY is the amount of **N\$90 000.00 (Ninety Thousand Namibian Dollars)** and shall be paid cash should the PROPERTY be financed by another financial institution other than SELLER, on date of transfer of the PROPERTY into the name of the SELLER payable free of exchange upon registration of the said transfer into the name of the said PURCHASER. Where the PROPERTY herein sold is financed by the NHE, the PURCHASER shall be subjected to a mortgage bond in favour of SELLER which mortgage bond shall simultaneously be registered with the transfer of the Erf to the PURCHASER through a Deed of Donation.

PARTIES agree that where SELLER finances the PROPERTY, NHE shall build into the monthly installments, interest applicable on the loan and premiums for insurance purposes. The monthly installment applicable on the PROPERTY shall be **N\$745.98 (Seven Hundred and Forty Five Namibian Dollars Ninety Eight Cents)** calculated at 5% (Five Percent) rate of interest per month, plus **N\$162.70 (One Hundred and Sixty Two Namibian Dollars Seventy Cents)** for home owner's Insurance and Bond Insurance Policy bringing the total monthly installment for the time being at **N\$908.68 (Nine Hundred and Eight Namibian Dollars Sixty Eight Cents)**.

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

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

4 POSSESSION DATE

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

[Handwritten signature]
LA

13 JURISDICTION

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

SIGNED at Walvisbay on this 12 day of April.....2017

Witnesses:

1. [Signature]
2. [Signature]
(Signatures of witnesses)

[Signature]
(Signature of SELLER)

SIGNED at Walvisbay on this 07 day of April.....2017

Witnesses:

1. [Signature]
2. [Signature]

[Signature]
(Signature of Purchaser)
[Signature]
(Signature of Spouse)

19.03.02

M 4045 31

19th Aug 2019

ANNEXURE "C"

To: CEO of Swakopmund Municipality

Dear Mr Benjamin my name is Benjamin Benjamin ID 71021700142 residing from Otterbait and 4045 Erasmus Karimse Street.



My problem is that I am at the moment unemployed I had worked before as Training Instructor and ended up losing my job due to mismanagement of my pay month monthly that was supposed for 102 months without payments from debtors employers, I worked for

My water was cut off long ago and I did not know where to start, I am so confused, my bill has piled up to +- 11016,44 on the Statement date 2019-04-16.

I need help to know on earth going to settle this account. That is in case please, I need your assisted regard to these matters. sira. Acc.No. 7040500025 of municipality

I am still searching for work use to go hand in hand in my CV at different private places. I am medically & Physically fit to work any work any even driving as well.

I am the only bread winner for my family of 5 members of my kids, my daughter who is in grade 9 my son who is turning 17, my brother who is a patient that I taking care as well.

2019 08 03

P.T.O

Saturdays I used to do gardening when called in to put something on the table for the family.

I have experience in security as well as working in a home base, as well as doing maintenance, skills, in defence driving, as well as receiving assistance, merchandising.

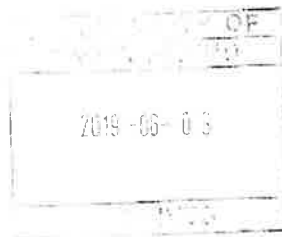
I don't have a problem in repaying back what I owe to municipalities in instalments as if I get a job, I may self care work long hours, handle pressure or easy to work with.

As a breadwinner it's hard to see my kid go to school with empty stomach not having breakfast.

Last but not least with son, I really see forward for you for a comfortable effort to respond to my letters, at your earliest.

With Thanks,

Regards, Miss P. P. P.



ANNEXURE "D"

Aina S. Nduuvundi

From: Nicolene Vermeulen <nicolenevz@kinglaw.com.na>
Sent: 06 June 2023 12:07 PM
To: Barbara Ramos Viegas
Cc: Natsaantu Kefas; Aina S. Nduuvundi; Juanita Pessinger; Tulipomwene Mundjulu NHE; Kenneth Nghipevali; Springazana Rowley; Jane Paulus NHE
Subject: TRANSFER ERF 4045 MONDESA ANGAMBA
Attachments: 20220413 title & delivery.pdf

Our Ref: NHE1/0187-60

Dear Barbara

RE: TRANSFER (TRI-PARTY CONDITIONAL DONATION) ERF NO. 4045 MONDESA, EXT 9: M ANGAMBAWe refer to the above transaction that was registered in the Deeds Offices **02 DECEMBER 2021**

Kindly find attached our correspondents' letter of delivery of the original title deed (copy also attached) of the property the bond attorneys for onward delivery to NHE for safe-keeping

Kind regards

Nicolene Vermeulen
 Personal Assistant to PJ BURGER
 and Assisting CJ DE KONING

**KINGHORN
 ASSOCIATES**

LEGAL PRACTITIONERS,
 CONVEYANCERS
 NOTARIES & ESTATE PRACTITIONERS

nicolenevz@kinglaw.com.na
 +264 64 203905
 Unit 2, The Chambers
 122 Theo Ben Gurirab Ave
 P.O. Box 1914
 Walvis Bay

(Authorized and regulated by the Law Society of Namibia)

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ANNEXURE "E"



Martin Angamba
0817182166
PO Box 1419
Swakopmund
14-4-2023

Swakopmund Municipality Councilors
P.O. Box 53
Swakopmund

Att. CEO Mr A. Benjamin

I am the rightful owner of ERF 4045 NHE
Acc. Number 70404500025. but residing at ERF
482 DR. at my old place at moment.
My water bill on the side of the house in the
past, was for 12000 (due to +- 39716,20 + 46,360
38 = N\$ 86076,58. as I lost my job and along
was the lock down in the way that in the past

My problem is I was handed over by NHE to
Redforce to settle my account and thought mun
pality will also follow all though I manage to ma
ke arrangement with the Finance department,
my bill where just (INCREASE) rising with interest.

I was left with no option to move and join my
son whom I left at ERF 482 DR. on rent
the house out, but due to the total amount
above. I was so confused on what to think of
and then pray how can I settle these huge on

as I am temporarily unemployed. I could not stand and watch me losing the house and end perils. I do part time private driving courses.

- I looked for someone else to a Samaritan to help me, to get the ~~pot~~ weight off my shoulder. As I was started thinking drowning, at that's where I panic off getting rid off the house by selling it so I can settle what I owe, with out making, that I should follow the procedures. as I had sleepless nights.

While at ERF 482 I received a letter from your office where buy I come in to settle things straight, not to be get off self fish as my name appear for the 2nd time as a beneficiary off ERF 482 but not my intention but that's where my heart is. heart is as in future I am sure, the above ownership of ERF 4045 in couple off month want be in my name as I struggled with monthly payment.

Dear Sir or board members off councilers its was not easy for me as a father or sibling to include granny that's still have come on reside with me.

Apant me these opportunity with your permission to stay for the time being at ERF 482 until further notice from your office due to the economy life is hard not easy. An I will full fill my obligation, to the best off my ability.

Least but not least I thank you on the behalf
of members and councillors in advance for your valuable
work and service that you guys rendered the the
public and the community at large

I thank you in office
Mr. M. Angamba.

[Signature]

19 03 03,4045

ANNEXURE "F"P O Box 1090
Swakopmund
0000

17 November 2023

The chairperson of the Management Committee
Swakopmund Municipality Council
Private Bag 53,
Swakopmund

Re: Detailed Account with Regard to the Envisaged Purchase and Transfer of Erf 4045

Dear Madam / Sir

1. Background:

On and around the 23rd of March 2023, Mr. Martin Angamba of Id no. 710217 0014 2, residing at erf 4045, Mondesa airport area, offered to sell his above property to Mr. Phillipus Haimbondi of Id no. 600717 0056 0.

Upon verbally agree to the proposition, the two (2) above mentioned persons resolved to formulate their own sales agreement, which was signed by their respective biological children and other witnesses (see attached documentations).

2. The transfer of financial resources, related to the sales agreement:

Upon agreeing to the set sales price of N\$ 380, 000.00, Mr. Haimbondi made an electronic transfer to the amount of N\$ 166, 000.00 to the Bank Windhoek account of the son of Mr. Angamba (Cornelius Vries).

The above amount subtracts other related fees as documented in the Memorandum of Agreement entered into between the (2) two above mentioned persons.

- 4) Mr. Haimbondi as per their memorandum of agreement, also settled the bond of Mr. Angamba with the National Housing Enterprise (NHE), to the amount of N\$ 65,000.00, with the view to inherit a payed up property.

Also, the agreement stipulated that the remaining amount of N\$ 120,000.00, for the property, shall only be transferred to Mr. Angamba upon the availability of the title deed which was at the NHE.

Mr. Haimbondi approached (King law incorporated) for the legal transfer of the property from Mr. Angamba to his name. By then, the title deed was collected from the Warvis Bay regional office of the (NHE) by both Mr. Haimbondi and Angamba.

During the course of the correspondences between the above-mentioned law firm and the corporate department, it became apparent that Mr. Angamba had a clause in his contract which prohibit him to sell / alienate the property to a (3rd) party before he spends at least (10) years in the house.

Both parties were called around the table at the above law firm premises and the table at the above law firm premises and the findings were revealed transparently. It transpired, that Mr. Angamba was either dishonest and or he did not peruse/ read his contract thoroughly.

As a result, the property could not be transferred due to the prohibitive clause. For your information, Mr. Angamba is currently unemployed and does not possess any immovable property to his name and is also not in a position to re-imburse Mr. Haimbondi the whole or part of the transferred amount.

4. Personal Circumstances:

Mr. Haimbondi as a retired employee of Rossing Uranium, has in advertently parted with an amount of N\$ 260,000.00 with intend to invest into a property, which foresaw to generate returns for him and his lively hoods.

As it stands now, the likely hood exists that his investment into the property will most likely not yield the desired intent and worse be lost.

Therefore, I humbly urge council to hear with me as a retired individual. I trust that council shall utilize all its internal means to assist in the amicable resolution of this entanglement.

Kindly find means within your structures to intervene even if it needs to involve the office of the minister.

I am looking forward to hear from you.



Ellipus Haimbondi

Memorandum of Agreement

ANNEXURE "G"

Entered Into, By and Between

Martin Angamba, ID: 71021700142

In his capacity as the title deed owner of Erf: House 4045 Mondesa, Swakopmund.

AND

Phillip Haimbodi, ID: 600071700560

In his capacity as the intended buyer of the above mentioned property

Under the below mentioned conditions as agreed upon.

1. That the two (2) parties agreed in principle to sell the house to Phillip Haimbodi for an amount not exceeding N\$ 180 000 (one hundred and eighty thousand N\$).
2. Also, that in order to clear the house of any outstanding debt, the seller shall transparently avail the necessary account(s) to the buyer in order for the buyer to acquaint himself to all relevant status of the property and to be better informed.
3. The buyer in return, as per this agreement shall avail all monetary means needed in order to clear the house of all current debts.
4. Upon clearing the current debt on the property, the buyer shall calculate and deposit half of the value of the property into the account of the seller, and the remaining difference after the availability of the title deed.
5. As per the verbal agreement, the buyer shall subtract 5% of the value of the property and deposit it in the bank account of the sales facilitator Johannes John Kavendju, on the day of the signing on date.
6. In this agreement, both parties shall be compelled to honor this binding agreement and that under no circumstances shall any party withdraw or negate from this agreement, unless otherwise stated.
7. **Pertinently, with respect to clause (4), in the event that any of the parties is/are not in a position to honor the referred unto clause before the submission of the title**

deed, the legality of this agreement shall be transferred to the spouse of the two parties or a person nominated and duly authorized by either parties.

- 8. The seller shall retain legal possession and ownership of the property until the property is fully paid for by the buyer and the seller shall be liable for the property when asked to do so.
- 9. Once the seller shall receive the property in better satisfactory condition which will satisfy the buyer after the transfer is made.

This signed on this day 08/10/2024 in the presence of

1. Buyer: [Signature]

2. Seller: [Signature]

3. Witness: [Signature]

4. Witness: [Signature]

5. Witness: [Signature]

6. Witness: [Signature]

Ordinary Council Meeting - 08 October 2024

Memorandum of agreement

Entered Into By, and Between

Martin Angamba, ID no. 710217 0014 2 in his capacity as the intended buyer of Erf/house 4045 Marikopa, Swakopmund.

And

Fillipus Haimbodi, ID no. 600717 0056 0 in his capacity as the intended buyer of the Erf/house of the above mentioned property.

1. Background

As agreed upon on the 23/03/2023 in the presence of.

- 1. Martin Angamba
- 2. Fillipus Haimbodi
- 3. John Kavendji
- 4. C. C Vries
- 5. Pahee Haimbodi

The seller upon being furnished with the original agreement, in the presence of the all above parties signed and understood the content of the document.

In the above mentioned agreement, the seller guided by clause (6) of the document, promised to honour the agreement by vowing to settle the original debt with both the municipality and the (NHE) through Red Force Debt Collectors.

The debt in reference, was supposed to be settled from the N\$ 190,000 00, forwarded to him by the intended buyer, Filipus Haimbodi, on the 23/03/2023 through a bank transfer.

2. Current

The seller despite havn been availed the N\$ 190,000 00, by the buyer, failed to honour the agreed memorandum by not settling the entire debt.







As a result of his (negligence) the required documentation from the (NHE) was than not availed on time, and in the process delayed the intended transfer of the ownership, as originally planned.

Subsequently the buyer was necessitated to release the remaining N\$65 000 00 paid into account of the (NHE) on the 19th June 2023, plus an additional N\$ 5 000 00 as requested by the seller, totaling N\$ 70 000-00. = 69,000

Currently, all the parties are waiting the original title deed through the NHT lawyers.

This document is intended to be signed by the seller, buyer and witnesses in the presence of the original title deed as agreed upon.

This signed and agreed upon on this day of _____ 2024

1. Buyer		2. Seller	
3. Witness		4. Witness	
5. Witness		6. Witness	



ANNEXURE "H"

**BANK WINDHOEK
INTERNAL TRANSFER**

Date: 19/06/2023

Kindly transfer the amount of N\$ 65000
(Sixty Five Thousand Namibian Dollar Only)

From Account number: 8028352414

- In the name of: Phillipus Haimbondi

To Account number: 8008230396

- In the name of: NHE

Instruction / Reference

Mang0004

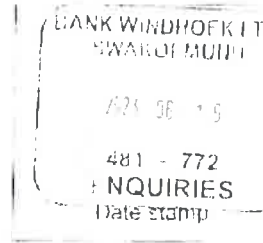
Signature:

SIGNATURE OF CLIENT

It is understood and agreed that the Bank will not be liable for errors or delays in transmission, or for misinterpretation on receipt, or for loss of damage from whatever cause which may arise including failure to properly identify the persons mentioned in the message.

(Clearance on all Cheque deposits must be obtained before transfer can be done)

Signature verified by: Authorized by:



ANNEXURE "1"

Standard Bank
3327 WINDHOEK, OTHERS
NAMIBIA, NAMIBIA

Date Mon Mar 27 2023 09:47

To
HAIMBONDI FACH
702 MONDULANI ST
SWAKO
NA
9999

REMITTANCE ADVICE

Payment Order Ref: 202303272327992

We confirm having received your request for outward payment on 27-MAR-23 09:41, details are given below.

The current status of the payment order **SUCCESSFULLY INITIATED**

If you have a query or need any clarification on this payment, you may

Call our 24-hour Contact Centre - 92860

Please quote Payment Order reference in all your communications.

Amount Details	
Remittance Amount	NAD 166000.00
Beneficiary Details	
BeneficiaryName	CORNELIUS VRIES
Bank Name	ACB & CARDS
Account No	3020914588
Branch Code/Name	483772/ACB & CARDS
Method of Payment	ENCR



ANNEXURE "J"

MUNICIPALITY OF SWAKOPMUND

Ref No: M 4045

Enquiries: Ms B Ramos Viegas

☎ 064 4104230
 ☎ 088 614 514
 📍 53 Swakopmund
 NAMIBIA
 🌐 swakopmund.com
 ✉ bramosviegas@swakopmund.com

18 December 2023

Mr Fillipus Haimbondi

haimbondifillipus4@gmail.com

Dear Sir

DETAILED ACCOUNT WITH REGARD TO THE ENVISAGED PURCHASE AND TRANSFER OF ERF 4045

We acknowledge receipt of your letter dated **17 November 2023**, the content whereof is noted.

Kindly be informed that the matter will be tabled to Council's internal forums for information and the National Housing Enterprise (NHE) will be informed about the matter. You are advised to seek legal assistance in the matter.

Should you have any further enquiries, please do not hesitate to contact Ms B Ramos Viegas at ☎ 064-4104230.

Yours faithfully


MPASI HAINGURA
GENERAL MANAGER: CORPORATE SERVICES & HC

/enn

LOCAL AUTHORITY TRANSFER REPORT

Title Deed	Transferor	Transferee	Erf No.	Town Name	Size	RD	Reg. Date	Amount N\$
T058392016	MUNICIPAL COUNCIL OF SWAKOPMUND (DOB: 21-MAY-71) (Company Reg No SWAKOPMUND)	FRANSISKA GOWASES (DOB: 17-JAN-69) (ID: 66011700511) (Married: Married in community of property) BONIFATIUS BENZEL GOWASEB (DOB: 24-JUL-74) (ID: 74072400319) (Married: Married in community of property)	1517	MONDESA	308 M2	R	18-Nov-2010	3,992.00
T058392010	FRANSISKA GOWASES (DOB: 17-JAN-69) (ID: 66011700511) (Married: Married in community of property) BONIFATIUS BENZEL GOWASEB (DOB: 24-JUL-74) (ID: 74072400319) (Married: Married in community of property)	HELMUTH PERRAMUS HARASEB (DOB: 04-SEP-82) (ID: 82090410647) (Married: Unmarried)	1517	MONDESA	308 M2	R	18-Nov-2010	60,000.00
T058462000	MUNICIPAL COUNCIL OF SWAKOPMUND (DOB: 21-MAY-71) (Company Reg No SWAKOPMUND)	ELIETERUS HARASEB (DOB: 01-JUL-79) (ID: 74073100282) (Married: Unmarried)	978	MONDESA	600 M2	R	17-Nov-2010	24,000.00
T058462010	MUNICIPAL COUNCIL OF SWAKOPMUND (DOB: 21-MAY-71) (Company Reg No SWAKOPMUND)	ALINE HARASEB (DOB: 25-JUN-68) (ID: 64062500497) (Married: Married in community of property) SALA THEIL HARASEB (DOB: 25-FEB-68) (ID: 68022500330) (Married: Married in community of property)	3548	MONDESA EXTENSION 7	311 ME	B	19-Nov-2010	7,199.00
T058462010	MUNICIPAL COUNCIL OF SWAKOPMUND (DOB: 21-MAY-71) (Company Reg No SWAKOPMUND)	HILDEGARD TIPPISA (DOB: 15-APR-71) (ID: 73041500333) (Married: Unmarried)	3456	MONDESA EXTENSION 7	306 M2	A	19-Nov-2010	7,038.00
T058462000	NATIONAL HOUSING ENTERPRISE (Company Reg No NHE)	FRANSTIUS DANIELA MARTIN KASHONA (DOB: 27-FEB-66) (ID: 6602271000360) (Married: Unmarried)	703	MONDESA EXTENSION 1	600 M2	A	19-Nov-2010	19,850.00
T058462010	NATIONAL HOUSING ENTERPRISE (DOB: 16-JUL-71) (Company Reg No NHE)	WILLEMI RONNIE VAN WYK (DOB: 21-AUG-61) (ID: 6108210800792) (Married: Unmarried)	702	MONDESA EXTENSION 2	447 M2	K	19-Nov-2010	26,580.00

ANNEXURE "K"

11.1.14 **REQUEST FOR REFUND FOLLOWING DAMAGE TO INFORMAL STRUCTURE**
(C/M 2024/10/08 - 4/2/4/1/6)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **8.4** page **80** refers.

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

On Tuesday, 11 June 2024 while Mr Nambinga was operating the Municipal Skip Truck N24709S in the performance of his duties, due to the closure of Regenstein Street into DRC, he had to use an alternative route for service delivery which led him to the DRC Seaside area.

While driving the DRC Seaside area two (2) kids appeared in the road from the houses chasing one another, and to evade hitting them he swerved to the left (closer to the structure) and thus collided with Property No. 9975 1/12, causing structural damage to it.

When Mr. Nambinga was questioned as to the cause of the accident, he responded that as he was approaching the property, he saw two (2) kids chasing one another appeared from amongst the houses and to avoid hitting them he swerved to the left and as a result collided into the **Property No. 9975 1/12** causing damage to both the property and the Municipal Skip Truck.

The property owner, Miss Foibe Nyambali Shakela following the accident forwarded a letter to the CEO, Mr Benjamin in which she narrated the accident. She further holds the Swakopmund Municipal Council responsible for damages caused to her property and requests for financial assistance in the amount of N\$14 075.57 to have her structure repaired.

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

RECOMMENDED:

- (a) **That the Council takes note of the letter from Ms Foibe Shakela in which she narrates the damage to her property caused by Mr Petrus Nambinga.**
 - (b) **That the Council approves an amount of N\$14,075.57 as a refund to Ms. Foibe Shakela for the damages caused by Mr Petrus Nambinga.**
 - (c) **That, the General Manager of Finance identifies the Vote from which funds will be defrayed to refund Ms Fiobe Shakela as referred to in (b).**
-



Mr. Shat
Kindly acknowledge receipt of response & refer to H.S. do refer to the structure

P O Box 3357
 Swakopmund

11 June 2024

Dear Mr Alfeus Benjamin

Statement of occurrence

I am Ms Foibe Nyambali Shakela, (ID No. 90101801009), the owner of Property No. 9975 1/12 in the DRC – Seaside.

Due to the closure of Regenstein Street by the Swakopmund Municipality into the DRC, vehicular traffic significantly increased into Andimba Toivo ya Toivo Street, and into the DRC – Seaside.

On Tuesday, 11 June 2024, Mr Petrus Nambinga (the Municipal Skip Truck Driver) while driving through our section collided into my property while operating the Skip truck N24709S.

Mr Nambinga when asked after the accident what happened responded that, as he was approaching my property, he saw 2 kids chasing each other in the road, and in an attempt, to evade them he steered the moving Skip truck closer to my property and as a result collided into the side of my property causing damage to it.

It is very unsafe especially in the DRC to occupy a property to which the public has easy access, and I therefore had to immediately start with repairs to secure the place and to prevent the unauthorized removal (or stealing) of my belongings.

Mr Nambinga was accompanied on the skip truck N24709S by Mr Sakeus Nahungi, while the following staff members soon arrived to witness the damage caused to my property.

- Mr Abel Kationdorozi - Witness & Manager: Health Services
- Mr Chris Nambudu - Witness
- Mr Petrus Tjipute - Witness

Attached hereto kindly find the photos of the damage to my structure and the quotation for the material cost including labour amounting to N\$ 14, 075.57, for which I'm holding the Swakopmund Municipal Council responsible because of the damage caused to my property.

It is therefore my humble plea that your good office considers refunding me for losses suffered because of the damage caused to my property by Mr Petrus Nambinga.

Kind regards,

Ms FN Shakela

Cell No. 081 6397336 or E-mail: foibeshakela101@gmail.com

158
Ordinary Council Meeting - 08 October 2024

Pro-Forma Tax Invoice / Estimation
QTE287893

Quote From		Telephone	+26464 417030
PMD BUILDING MATERIALS CC		E Mail	info@builditswakop.com
T/A BUILD IT SWAKOPMUND		Vat Registration No	10203943-015
PO BOX 8190, SWAKOPMUND			
13 PHILLIP STR, SWAKOPMUND			

Quote To	Deliver To
CASH SALE	CASH SALE

NB! PLEASE TAKE NOTE OF CHANGE IN BANK DETAILS - SEE BELOW

Account No	Quote Date	Order Number	Representative	Quote Number	Page
CASH01	12/06/2024		15 MATHEUS ABRAHAM	QTE287893	1 of 1

Item Code	Description	Qty	Price Excl.	Price Incl.	Line Total
C300059	POLE UNTREATED 75/100MM 3.0M	6.00	113.03	129.99	779.94
C150003	SAP 38X114MMX3.6M RAFTER	2.00	95.64	109.99	219.98
C150009	SAP 38X114MMX5.4M RAFTER	2.00	147.82	169.99	339.98
G700102	BOARD SHUTTER 18MM 1220X2440MM C+C UNTREATED YORK	11.00	573.90	659.99	7,259.89
D190015	ROOF GALV CORR 0.25MMX3600MM	6.00	156.51	179.99	1,079.94
A200060	PVC SHEET GUNPLAS 250UM 6MX06M	1.00	295.64	339.99	339.99
J100345	NAILS WIRE 75MM 1KG	2.00	28.69	32.99	65.98
J100321	NAILS WIRE 90MM 1KG	1.00	33.90	38.99	38.99
C150080	SAP 38X50MMX3.0M BRANDING	3.00	40.86	46.99	140.97
A100010	CEMENT OHORONGO 50KG 42.5	2.00	91.30	105.00	210.00

WHERE QTY IS MARKED **, ITEMS MAY NEED TO BE ORDERED AND PRICES MAY DIFFER**

BANKING DETAILS :

PMD BUILDING MATERIALS
 STANDARD BANK
 BRANCH: 084-773
 ACCOUNT: 60003962163

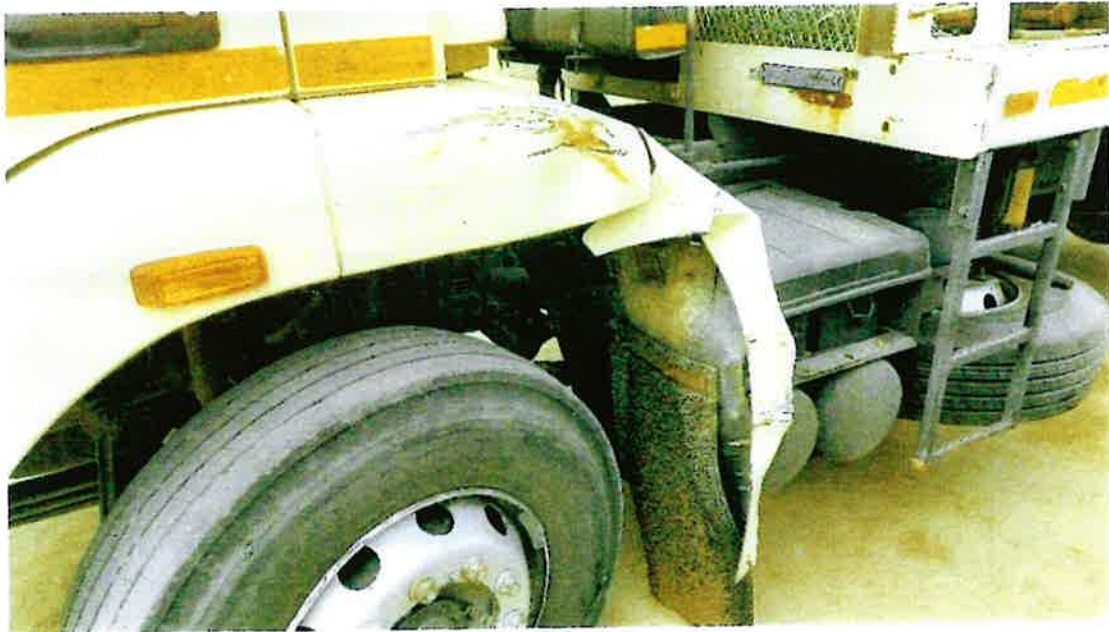
Number of Items
 36

Subtotal (Exclusive)	9,109.22
Discount	0.00
Promo Discount	0.00
Vat	1,366.38
Total	10,475.60

USE QTE NUMBER AS REFERENCE FOR EFT PAYMENTS
ALL PAYMENTS MUST REFLECT IN OUR ACCOUNT BEFORE GOODS CAN
BE RELEASED
DELIVERY MAY BE THE NEXT BUSINESS DAY ONLY - WE DO NOT
GUARANTEE SAME DAY DELIVERY

PRICES ONLY VALID FOR 7(SEVEN) DAYS AND WHILE STOCK LASTS.
PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.
ERRORS AND OMISSIONS EXCEPTED.







11.1.15 **DELAYED TRANSFER OF ERF 3620, KUHNAST FLATS, SWAKOPMUND: CLOSED BID SALE OF 29 SEPTEMBER 2023**
(C/M 2024/10/08 - E 3620 S)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **8.5** page **86** 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 delayed transfer of Erf 3620, Swakopmund (staff flats located in Kuhnast Street) from Council to Private School Swakopmund (herein PSS).

2. **Background**

Following the closed bid sale held on **29 September 2023**, the deed of sale was signed, and instruction to transfer was sent to the conveyancer, Masiza Law Chambers on **24 October 2023** attached as **Annexure "A"**. A memo to open a service account for PSS was sent to the Finance Department immediately after the sale herein attached as **Annexure "B"**.

The due date to secure the purchase price was Monday, **29 January 2024**, on the same date PSS requested for an extension for two weeks which period fell within the 21 days' notice period. Interest was calculated attached as **Annexure "C"**

On **12 February 2024** the bank provided the guaranteed number ZPG 26200812 attached as **Annexure "D"** transferable upon registration of transfer of ownership of Erf 3620, Swakopmund to PSS. Clause 2.6 of the deed of sale is therefore applicable:

"If the PURCHASER elected to secure such payment by a written guarantee issued by a registered bank for the purchase price and it is not received by the SELLER's conveyancers by Monday, 29 January 2024, it will result in the cancellation of the sale as is more fully described in 4 below. If the PURCHASER elected to secure such payment by written guarantee issued by a registered bank and such guarantee was received by Monday, 29 January 2024, the failure of the payment thereof on the due date will result in the purchase price attracting interest with effect of Monday, 29 January 2024 calculated at a rate of 11.5% per annum and to be so calculated until the date of registration of the transfer."

3. **Current Situation**

Following a series of inquiries regarding the registration of Erf 3620, Swakopmund. The first lodgement for registration was on 27 June 2024, but the registration was not successful. On the 16 July 2024 a deed search was conducted by the conveyancers, and it was discovered that although the erf is listed on Council's property register, Erf 3620, Swakopmund is not registered yet to be a transferable erf. Therefore, transfer of Erf 3620, Swakopmund to PSS was rejected at the Deed's Office on **01 August 2024**.

The General Plan shows that Erf 3620 is a portion of the subdivision of Erf 1773, Swakopmund that was subdivided in five portions namely Erf 3619 (G J Louw), Erf 3620 Council, Erf 3621 Government of Namibia, Erf 3622 (P C Preuss and

Remainder Erf 1773 (services corridor) as per CRT 441/1988, diagram A 711/87 and subdivision certificate dated **11 May 1987** attached as **Annexure "E"**.

Instruction to register Erf 3620, Swakopmund, and original certificate was issued to Swanepoel and Kinghorn on 27 October 1987 attached as Annexure "F". no further documents or information are confirming the registration of Erf 3620, Swakopmund as a transferable erf.

Kinglaw Inc confirmed that they are busy investigating if Erf 3620, Swakopmund was register as a transferrable erf. We await the outcome of the investigation.

The delayed transfer of Erf 3620, Swakopmund are similar to the previous three cases considered by Council as follows:

- Erf 4770, Mondesa to Hafeni Tourism Group
- Erf 10033, Swakopmund to Simon Hatuyikulipi Shidolo
- Erf 5159, Swakopmund to Damask Trading (Pty) Ltd.

In the above instances, Council made the following decisions:

- that an extension of time be granted until the registration of the erf to be transferable is finalized (registration of the erf and transfer of ownership will be lodged simultaneously).
- that if any interest arises on the transaction because of the transfer not being finalized on the due date, it be waived since the delay was caused by not having the required original documents in place to register the erf as transferable property (on the 01 August 2024 registration was rejected by Deed office due to the reason that Erf 3620, Swakopmund is not transferable).
- That rates and taxes only be levied from the date Erf 3620, Swakopmund is registered as a transferable erf.

4. **Conclusion**

Private School Swakopmund managed to secure the purchase price by bank guarantee but the actual delay with registration is because Erf 3620 is not transferrable. For this reason, it is proposed that PSS be afforded the same treatment as the three similar cases considered by the Council recently.

Attached application letter dated **20 August 2024** from Private School Swakopmund in this regard is attached as **Annexure "G"**.

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

RECOMMENDED:

- (a) **That the Council takes note that Erf 3620, Swakopmund was created by the subdivision of Erf 1773, Swakopmund on 11 May 1987 and that on 27 October 1987 Swanepoel and Kinghorn was instructed to register the newly created erf.**
- (b) **That the Council takes note that the registration of Erf 3620, Swakopmund is being reviewed for finalization and that should any additional costs be incurred for the registration, such as obtaining true copies of the original subdivision certificate and diagrams, the cost be for Council.**
- (c) **That the Council waives the rates and taxes levied on the account of PSS from the first month following the purchase of Erf 3620, Swakopmund i.e.**

October 2023 and that rates and taxes only be levied from the first month following the registration of Erf 3620, Swakopmund as a transferable and rateable erf.

- (d) That the penalty interest applicable in terms of clause 2.6 of the deed of sale which accrued from 31 January 2024 to date, be waived and only be levied from the date Erf 3620, Swakopmund is registered as a transferable erf.**
-



MUNICIPALITY OF SWAKOPMUND

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

Enquiries: Ms F Namukwambi

24 October 2023

Masiza Law Chambers
 Swakopmund

Dear Sir/Madam

TRANSFER OF ERF 3620, SWAKOPMUND

Attached is a copy of the signed deed of sale for the sale of Erf 3620, Swakopmund to Private School Swakopmund represented by Mr Hartmuth Oliver Meyer.

The purchaser has not provided proof of a bank guarantee to secure the purchase price to date nor was payment made in cash. Should no payment be secured by **Monday, 29 January 2024**, the sale will be cancelled, and no transfer will be required.

Please take note of the potential sale of the abovementioned erf and inform the purchaser that you have received instruction to transfer and that he can inform his bank accordingly, but do not undertake any other cost incurring activities on behalf of Council until such time as a suitable bank guarantee has been received by you or we confirm that a cash payment has been made to Council.

The bank guarantee in the name of the purchaser must make provision for the purchase price and interest (Annexure "B" of the deed of sale).

The contact details of the purchaser appear on page 17 of the Deed of Sale Attached, copies of the purchaser's ID.

Please note that the purchaser is responsible for payment of the transfer costs.

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

Yours faithfully,

Mpasi Haingura
GM: CORPORATE SERVICES & HC

/fnf

Copies: Mr Hartmuth Oliver Meyer
 0812476405

memo



TO : The General Manager: Finance
FROM : The General Manager: Corporate Services and HC
DATE : 05 October 2023
REF. : 16/1/4/2/1/14, Erven E 297 M, E 517 M, E 518 M, E 595 M, E 596 M
 16/1/4/2/1/5, Erven 9117 S, 8939 S, 8940 S and 3620 S
CLOSED BID SALE 29 SEPTEMBER 2023:
SUBJECT : OPENING OF SERVICE ACCOUNTS FOR THE SUCCESSFUL BIDDERS

The above sale refers.

Please open accounts and levy municipal charges for the sale of 29 September 2023 for the following purchasers (copies of the signed declarations of purchase are attached as well as a deed of sale for Erf 297, Extension 1, Matutura). Rates and taxes are levied from the month following the closed bid sale.

The "erven sales forms" will only be issued as transfers of ownership are registered.

	Erf No	Size	Name & Surname / Entity
1	297	4 009	Sebastian Lawrence
2	517	2 417	Silvanus Thikameni Kathindi
3	518	2 400	Franklin Harrie Ngandjao
4	595	3 746	Toivo Shipahu
5	596	2 984	Teopolina M Nantinda
6	9117	2 153	Dawie Koen
7	8939	4 412	Mosey Wood Notes Investments (Pty) Ltd
8	8940	2 617	Fransina Petaya
9	3620	2 560	Private School Swakopmund

The due date for securing the purchase price is, 29 January 2024. You are requested to levy interest (if applicable) as per point 4.3 (Annexure "B") of the deed of sale quoted below:

"4.3 if transfer is registered after Monday, 29 January 2024, the aforesaid guarantee must make provision for payment of interest on the purchase price with effect of Monday, 29 January 2024 calculated at a rate of 11.50 % per annum as at the date of sale, and to be so calculated until the date of registration of the transfer."

Please levy the purchase price as per resolution quoted below by the Management committee on 9 May 2019 under Item 8.9:

Erf Number	3620			
29-Sep-23	date of sale			
29-Jan-24	date from when interest is calculated			
12-Jul-24	interest on balance calculated			
165	days			
3 496 000.00	balance of purchase			
402 040.00	full interest on balance for 1 year period			
1 101.48	interest per day			
181 744.11	interest for the period			

LEGAL AND CREDIT RISK COMPLIANCE

3rd Floor, @Parside,
 130 Independence Avenue, Windhoek, Namibia
 P O Box 285, Windhoek, Namibia
 Email address: lcr guarantees@fnbnamibia.com.na
 Web: address: www.fnbnamibia.com.na
 Swift: FIRNNANX
 Tel: +264 61 299 2111



12 February 2024

MUNICIPAL COUNCIL OF SWAKOPMUND
FIRST NATIONAL BANK
ACCOUNT NO.: 6224 960 3300
BRANCH CODE: 289 177

FOR CREDIT: MUNICIPAL COUNCIL OF SWAKOPMUND

Dear Sir/Madam

LETTER OF UNDERTAKING ZPG 26200812

At the request of **Private School Swakopmund Foundation**, we advise that we hold at your disposal the sum of **NS\$3,496,000-00 (Three Million Four Hundred and Ninety Six Thousand Namibia Dollars only)** to date of registration, payable by way of electronic transfer.

This amount will be paid to you upon presentation of this original Guarantee at **Legal and Credit Risk Compliance Department, 3rd floor @Parkside or FNB Swakopmund Branch** free of commission, upon receipt by us/them of advice in writing by way of officially signed letter from attorneys **Masiza Law Chambers** (his/their signature/s having been duly confirmed by his/their bankers), of the simultaneous completion of the following transactions:

1. Cancellation of all existing bond over Erf No. 3620 (Extension 1) Swakopmund, if any;
2. Registration of Transfer of **Erf No. 3620** (Extension 1) Swakopmund 0, from the Municipal Council of Swakopmund into the name of **Private School Swakopmund Foundation**; and

We reserve the right to withdraw from this undertaking should any unforeseen circumstances arise to prevent or unduly delay registration of the abovementioned matters and whereupon the said sum will no longer be held at your disposal, subject to the condition that we give you written notice, prior to registration, of our intention to withdraw from this undertaking.

This letter is neither negotiable nor transferable and must be returned to us against payment of the above sum.

Board of Directors: P Grüttemeyer (Chairman), OLP Capelao, J Coetzee, C Dempsey (Chief Executive), LD Kapera, MJ Lubbe*, R Makanjee**, IN Neshandi, O Shikongo, E Tjipuka, E van Zyl
 *South African with Namibian Permanent Residence
 **South African
 Company Secretary: N Makemba First National Bank of Namibia Limited, Reg No 2002/0180

GOEDGEKEUR <i>M. van der Heuwel</i> P. LANDMETER-GENERAAL 1987-10-20		Nr. A 711/87				
SYE Meters	RIGTINGSHOEKE " " "	KOÖRDINATE Stelsel 22/15 y x		BEN.		
ab	59,99	Konstante	a	+40 000,00	+70 000,00	3619d
bc	31,08	296 53 50	b	+ 7 844,99	+ 2 268,56	3619c
cd	60,00	22 56 30	c	+ 7 791,49	+ 2 295,69	1773dn
de	52,96	92 21 00	d	+ 7 803,60	+ 2 324,32	3621c
ea	3,50	198 49 30	e	+ 7 863,55	+ 2 321,86	3621b
		204 50 40		+ 7 846,46	+ 2 271,73	VM 44
				+ 7 808,81	+ 2 474,24	VM 52
				+ 7 809,59	+ 2 192,97	

BAKENBESKRYWING:
 a-e, VM 52 16mm ysterpen in beton
 VM 44 16mm ysterpen in beton onder grond

SKAAL 1 : 1000

Die figuur a b c d e
 stel voor 2560 vierkante meter grond, synde
 ERF 3620 (n gedeelte van Erf 1773) SWAKOPMUND
 geleë in die dorp Swakopmund (Uitbreiding 1)
 Munisipaliteit van Swakopmund
 Reg. Afd. G Suidwes-Afrika

Opgemeel in Augustus en September 1987 deur my *M. van der Heuwel* Landmeter

Hierdie kaart is gehêg aan Nr.	Die oorspronklike kaart is Nr. A. 709/87	M.S. Nr. E. 123/87
gedateer	Transport/Grondbrief Nr.	Alg. Plan Nr. Noteerplan MD-6CA/X2
Registrateur van Aktes		Lêer Nr. SW.A/1 Breed. Leng.

ANNEXURE "F"

Afskrif: Stadsingenieur : Aangeheg vind u afskrifte van die goedgekeurde diagramme Nr. A709/87 - A713/87.

ERF 1773

Mev M. van der Westhuizen

1987/10/27

Mme Swanepoel en Kinghorn
Postbus 1455
SWAKOPBUND
9620

Kenare

ONDERVERDELING VAN ERF 1773, SWAKOPBUND.
REGISTRASIE VAN ERF 3620, SWAKOPBUND.

Ek verwys na bogenoemde en heg hierby onderstaende dokumente aan. Gelieve voort te gaan met die registrasie van genoemde eiendou in die naam van die kase by die Akteskantoor.

1. Die oorspronklike magtiging verwysigings nr. 16/4/1/52 gedateer 13 Mei 1987 van die Direkteur Plaaslike Owerhede en Burgerlike Beskerming.
2. Oorspronklike Onderverdelingsertifikaat gedateer 11 Mei 1987.
3. Goedgekeurde oorspronklike diagramme Nr. A709/87 vel nr. 1 en 2 in tweevoud asook diagram Nr. A711/87 in tweevoud.

Die me
A. GAURET
Stadsklerk

MvM/jg



DEPARTEMENT VAN OWERHEIDSAKE
DEPARTMENT OF GOVERNMENTAL AFFAIRS

Ordonnansie op Dorpe en Grondverdeling, 1963
Township and Division of Land Ordinance, 1963

SERTIFIKAAT CERTIFICATE

Ooreenkomstig artikel 19(7)/20(9) van die Ordonnansie op Dorpe en Grondverdeling 1963 (Ordonnansie 11 van 1963), sertifiseer ek dat ek die onderverdeling van

I hereby certify, in terms of section 19(7)/20(9) of the Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963) that I have approved of the subdivision of

ERF 1773

in die Dorp/~~Registrasie-afdeling~~
in the Township of/~~Registration Division~~

SWAKOPMUND (UITBREIDING 1)

in gedeeltes
into VVF portions


genoem
designated ERWE 3619 TOT 3622 (4 GEDEELTES) EN DIE RESTANT VAN ERF 1773,

SWAKOPMUND (UITBREIDING 1)

onderhewig aan die voorwaardes soos verskyn op keersy van hierdie sertifikaat goedgekeur het.
subject to the conditions as appear on the reverse side of this Certificate.

87-05-11
WINDHOEK

Direkteur
Director


PLAASLIKE OWERHEDE EN BURGERSLIKE BEKERMING
LOCAL GOVERNMENT AND CIVIL DEFENCE

PRIVATE SCHOOL
SWAKOPMUND
FOUNDATION



Carpe Diem

ESTABLISHED 1967

Mr A Benjamin
abenjamin@svkmun.com.na
CEO Swakopmund Municipality
Ms Bruwer
sbruwer@svkmun.com.na
Corporate Officer: Properties

20 August 2024
by e-mail

Re: Transfer Erf 3620 – Private School Swakopmund Foundation Trust

Dear Sir, dear Madam

We were informed by the transfer attorneys that the title deed of Erf 3620 for which we tendered and subsequently entered into an agreement of sale with the municipality of Swakopmund, is in fact not in the name of the municipality.

We have been assured by members of the municipality that the transfer will still take place and that this situation can be resolved amicably.

We would like to ensure you that it is still our firm intention to procure said Erf despite this unexpected incident.

However, since this will and is impacting the timing of the transaction, we humbly request the municipality to waive any penalties that have been imposed on the Private School Swakopmund due to delays in the transaction.

Hoping for your favourable consideration with this request.

Best regards

Silke Hornung
Treasurer: Private School Swakopmund Foundation Trust

11.1.16 **GREEN METALS REFINING NAMIBIA (PTY) LTD: APPLICATION FOR LAND FOR NOXIOUS INDUSTRY**

(C/M 2024/10/08 - 16/1/4/2/1/13)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **8.6** page **96** refers.

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

1. **Purpose**

The purpose of this submission is for the Council to consider an application by **Green Metals Namibia (Pty) Ltd** (hereinafter GMN) to acquire a portion of land measuring approximately 100 Ha for the establishment of a battery-grade manganese processing facility and sulphuric acid production plant.

2. **Introduction**

GMN presented their initial application dated **29 November 2023** to the Management Committee on **20 February 2024** under item 5.1.

Attachments:

Annexure "A" : *Initial application dated **29 November 2023** for a portion of land measuring approximately 140 Ha.*

Annexure "B" : *Letter dated **28 February 2024** executing the Management Committee resolution passed on **20 February 2024**.*

The newly established Investment Coordination Committee discussed the application on **04 June 2024**. Certain shortcomings were pointed out and GMN was also requested to reduce the size of their application as the area earmarked for noxious industries measures 121 Ha and it is intended to accommodate more than 1 industry (**Annexure "C"**).

A reply dated **02 August 2024 (Annexure "D")** was received confirming that the site can be reduced to 100 Ha.

Attachments:

Annexure "C" : *Zone E of the Swakopmund Structure Plan 2020 - 2040.*

Annexure "D" : *The revised application dated **02 August 2024** indicating a reduces size of 100 Ha and an option to initially lease the area.*

3. **Background**

- 3.1 On **29 November 2023** an application was received to acquire a portion of land measuring approximately 140 Ha for the construction of a battery-grade manganese processing facility and sulphuric acid production plant. The applicant presented their proposal to the Management Committee on **20 February 2024** under item 5.1.

The application was thereafter discussed at the ICC meetings of **04 June** and **11 July 2024**.

- 3.2 On **25 June 2024** the applicant was informed that the Engineering & Planning Services Department confirmed that the venture can only be

accommodated in Zone E (heavy and noxious industries) of the Swakopmund Structure Plan 2020 – 2040 (attached as **Annexure "C"**).

The entire size of this area measures 121 Ha and Council intends to accommodate at least three industries in this area which offers access to the railway siding. GMRN was requested to indicate whether they can reduce the size of the portion of land required by them and to what size.

3.3 The following information is recorded:

3.3.1 The entity applying is Green Metals Refining Namibia (Pty) Ltd.

3.3.2 The size of the land applied for is 140 hectares located at the Nonidas siding where noxious and heavy industries are being planned (maps were provided). GMRN confirmed that the size can be reduced to 100 Ha.

3.3.3 Being located adjacent to railway services and a road for supply and services delivery is crucial.

3.3.4 The purpose for the acquisition of land is for the establishment of a battery-grade manganese processing facility and related infrastructure, including the co-location of sulphuric acid production plant.

3.4 On **13 August 2024** the Investment Coordination Committee had an online discussion with representatives of GMN and discussed various concerns thereafter, such as:

3.4.1 The environmental and health risks associated with manganese and especially sulphuric acid;

3.4.2 the large scope of the venture and the location thereof within the townlands (see **Annexure "C"**); and

3.4.3 the request to lease the portion of land. This cannot be considered as fixed structures cannot be constructed on lease land. The resultant rehabilitation of the site should the lease be cancelled might also pose challenges and although improvements attach to the owner of the land in terms of common law, the reality is that the lessees request reimbursement on cancellation of the lease term.

Apart from the above concerns, GMN complies with all requirements in terms of the investor proposal checklist.

4. **Current Situation**

Following the ICC meeting of **11 July 2024** the letter dated **02 August 2024** was received from GMRN (attached as **Annexure "D"**). GMRN confirms the following:

4.1 That the size of the portion of land required can be reduced from 140 Ha to 100 Ha.

4.2 That a sulphuric acid plant will be part of the development project and will be located in proximity to the manganese refinery.

4.3 That railway access is of utmost importance for the viability and bankable feasibility of the project.

4.4 GMRN intends to lease the land with an option to purchase it once the construction of the project commences.

*Comments: Council approved such arrangement for Paratus Telecommunication (Pty) Ltd on **26 March 2020** under item 11.1.17 due to the urgency of the project. This entity opted to settle the purchase price in advance due to the high cost of leasing.*

The said letter confirms compliance with all the requirements of the "investor proposal checklist".

5. **Discussion**

At the virtual discussion on **13 August 2024** (Investment Coordination Committee Meeting) GMN shared their planned timelines which ensures prompt completion of the development project. The total value of investment will be between US\$ 150 - US\$ 200 million and approximately 200 jobs will be created.

Although it is an impressive state-of-the-art development with tremendous economic growth potential, all committee members have serious reservations about the health and environmental long-term impact of the manganese and sulphuric acid plant located within the Swakopmund townlands.

The following was concluded by the committee for recommendation to the Management Committee

- "(a) That ICC takes note of the presentation by Messrs. Green Metals Refining Namibia (Pty) Ltd.
 (b) That the application is recommended to the Management Committee for consideration on condition of a positive full environmental risk assessment."

On **24 October 2023** after initial discussions with the applicant, the Council's resolutions with regard to the following two projects were shared with GMR as the basis on which conditions will be determined should the Council consider the sale of land to them:

Annexure "E" : Decisions with regards to Ecobond Namibia Services CC as an example of conditions for sale and development of land for industries.

Annexure "F" : Decisions with regards to HDF Energy Namibia as an example of conditions for sale and development of land for industries.

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

RECOMMENDED:

- (a) That the Council *in principle* approves the allocation of a portion of land measuring approximately 100 Ha at zone E of the Structure Plan 2020 - 2040 to Green Metals Refining Namibia (Pty) Ltd for the establishment of a battery-grade manganese processing facility and sulphuric acid production plant; subject to/on condition that an independent environmental impact/risks assessment is done by the applicant's account for consideration by the Council.
- (b) That should the Council approve/accept the outcome of the study in (a) to have minimal risks to the environment and health, the conditions of sale and purchase price be finalized based on the decisions passed for Ecobond Namibia Services CC and HDF Energy Namibia (which were shared with Green Metals Refining Namibia (Pty) Ltd during October 2023).
- (c) That the Council does not approve the application to lease the portion of land without the option of concluding the deed of sale agreement unless it is an interim arrangement to commence with the project while the subdivision and zoning of the portion of Zone E are in process.

- (d) **That Green Metals Refining Namibia (Pty) Ltd accepts that no rights will accrue to them from the Council's resolution unless all the relevant conditions of the Local Authorities Act, Act 23 of 1992, as amended, the Urban and Regional Planning Act, Act 5 of 2018 and the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.**
 - (e) **That all costs for the application is for the account of Green Metals Refining Namibia (Pty) Ltd and Council be indemnified against any risks.**
-

**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.17 **REVIEW AND APPROVAL OF DRAFT MEMORANDUM OF UNDERSTANDING (MOU) WITH THE INTERNATIONAL UNIVERSITY OF MANAGEMENT (IUM)**
(C/M 2024/10/08 - 5/2/4/5)

Ordinary Management Committee Meeting of 12 September 2024, Addendum **8.7** page **137** refers.

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

1. Purpose:

This submission serves to propose the review and approval of the draft Memorandum of Understanding (MoU) between the Municipality of Swakopmund (MoS) and the International University of Management (IUM). The MoU aims to establish a framework for collaboration in areas of mutual interest, including academic research, as well as strategy and policy research development.

2. Background:

During **8-9 February 2024** an Economic Development team, comprised of the Manager of Economic Development Services the Economic Development Officer, SME Administrator, and the Investment and Tourism Officer visited two institutions of higher learning to discuss the development of a Swakopmund Tourism Route. In these discussions, various other areas of collaboration were identified leading to a need for a formal agreement between the higher institutions and Council.

On the team's return, a meeting was held with all managers to discuss the proposal for cooperation with the institutions in which managers outlined key areas to consider for collaboration with the institutes. This allowed for Council to send a formal request for collaboration which was met with a positive response as seen in the attached **Annexure "A"**.

The Municipality of Swakopmund and IUM identified several areas of potential cooperation that will benefit both parties and the broader community. These include:

1. *Curriculum Development and Capacity Building*
2. *Practical training including Job Attachments and Student Internships*
3. *Strategy and Policy Research Development*
4. *Research and Innovation*
5. *Environmental Management*
6. *Climate Change*
7. *Heritage and Arts*
8. *Other mutually agreed upon services.*

3. Discussion

The draft MoU outlines the terms of this partnership and establishes a Joint Technical Committee to oversee the implementation of collaborative projects.

In accordance with Section 2 of the draft MoU (**Annexure "B"**), it is proposed that the Management Committee selects five officials from each department to become members and alternate members of the Joint Technical Committee. This committee will be responsible for:

1. *Defining technical details of specific activities.*
2. *Outlining deliverables and timeframes.*
3. *Determining necessary funding for each project.*

4. Conclusion

The proposed MoU represents a significant opportunity for the Municipality of Swakopmund to collaborate with the International University of Management in advancing research, and education, as well as strategy and policy research development initiatives. It is therefore encouraged that Chief Executive Officer, Mr. Alfeus Benjamin, and the Chairperson of the Management Committee, Councillor Blasius Goraseb, and their counterparts from the International University of Management sign the MoU on behalf of their respective organizations.

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

RECOMMENDED:

- (a) **That the Council reviews and approves the draft MoU between the Municipality of Swakopmund and the International University of Management.**
 - (b) **That the Council authorizes the Chief Executive Officer, Mr. Alfeus Benjamin, and the Chairperson of the Management Committee, Cllr. Blasius Goraseb, to sign the MoU on behalf of the Municipality.**
 - (c) **That the Management Committee select five officials from each relevant department to serve as members and alternate members of the Joint Technical Committee.**
-



+264 64 410 4111 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Ref: 5/2/4/5

Professor Oswald Mwandemole
Vice-Chancellor
International University of Management (IUM)
Private Bag 8582 Bachstrand
WINDHOEK

Cc: Professor David Namwandi
Founder and Chairman
IUM Governing Council

Dear Professor Mwandemole:

PROPOSAL FOR COLLABORATIVE PARTNERSHIP BETWEEN SWAKOPMUND MUNICIPALITY AND INTERNATIONAL UNIVERSITY OF MANAGEMENT

This letter serves as a proposal for collaboration between the Swakopmund Municipality and the International University of Management.

A meeting was recently held between the Swakopmund Municipality's Economic Development Department and Mr. Tine Hagen, Director of the IUM Coastal Change and Innovation, where we mutually discussed developing a "Coastal Innovation Tourism Route" encompassing key attractions and experiences to enhance the tourism offering of our coastal town, considering the various benefits Council can derive through such partnerships.

The meeting also discussed the prospect of formalising a collaboration through an amended MoU outlining key areas of partnership in various disciplines. This would provide a structured framework for our cooperation in areas such as tourism and economic development, capacity building, corporate governance, research data handling, information technology, youth development etc., and ensure that our efforts are aligned and mutually beneficial.

Council is pleased to learn about the near completion of IUM's Research and Development Centre in Swakopmund. This presents an exciting opportunity for collaborative research and analysis in various areas and disciplines in our local authority.

In light of the above, Council proposes that both the Swakopmund Municipality and the International University of Management jointly and agree on the various disciplines of the proposed MoU which will give direct and/or indirect collaboration and formalise our collaborative efforts.

Thank you for considering our proposal, and we eagerly anticipate the opportunity to work closely with you and your esteemed institution.

Yours sincerely,

ALFEUS BENJAMIN
CHIEF EXECUTIVE OFFICER





IUM
THE INTERNATIONAL
UNIVERSITY OF MANAGEMENT

OFFICE OF THE VICE-CHANCELLOR

Tel: +264-61-4336000 / Fax: +264-61-4336152

E-mail: vicechancellor@ium.edu.na

Windhoek - Namibia

12th March 2024

Mr. Alfeus Benjamin
Chief Executive Officer
Swakopmund Municipality
P O Box 53
SWAKOPMUND
Email Address: swkmun@swkmun.com.na



Dear Mr. Benjamin,

**RE: PROPOSAL FOR A COLLABORATIVE PARTNERSHIP BETWEEN
SWAKOPMUND MUNICIPALITY AND THE INTERNATIONAL UNIVERSITY
OF MANAGEMENT (IUM)**

I wish to refer to your letter with reference number 5/2/4/5 dated 06 March 2024 on the above subject.

The International University Management (IUM) welcomes the proposal to establish a collaborative partnership with the Swakopmund Municipality. IUM is ready to avail its expertise to assist the Municipality as will be mutually agreed in the proposed Memorandum of Understanding (MOU) that will be signed between our two organisations. Collaborative activities could also include short tailor-made courses that would suit your needs. The IUM Swakopmund Research and Training Centre would thus play a very significant role in this regard.

By copy of this letter, may I request the Director of the IUM Coastal Campus, Dr. Titus Haimbili, and his team, to liaise with your good office, to work on a draft MOU, which the IUM management will then go through and have it approved for our signatures.

As IUM eagerly looks forward to a mutually beneficial collaborative partnership with the Swakopmund Municipality, please accept my assurances of the highest consideration and collaboration.

Thank you.

Yours sincerely,


Prof. Osmund D. Mwandemete
VICE CHANCELLOR

Cc: Dr. Titus Haimbili, Director: IUM Coastal Campus (Thaimbili@ium.edu.na)**Main Campus**

Dorado Park Ext I
21-31 Herules Street
Private Bag 14005, Bacharach
Tel: (+264 61) 433 6000
Fax: (+264 61) 433 6152
E-Mail: ium@ium.edu.na

City Branch

59 Bahnhof Street
Tel: (+264 61) 245 150 - 84
Fax: (+264 61) 248 112
E-Mail: ium@ium.edu.na

Coastal Campus

Pelican Mail
Cnr. O Sam Nujoma Avenue &
Getrud Kandanga Road
P.O. Box 346, Walvis Bay
Tel: (+264 64) 206 647
Fax: (+264 64) 206 647
E-Mail: adm.wbay@ium.edu.na

**Centre of Excellence for Education
(Ongwediva)**

4380 Dr. Libertina Amathila St.
P.O. BOX 2775, Oshakati
Tel: (+264 65) 230 145
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E-Mail: adm.ong@ium.edu.na

Nkurenkuru Campus

678 Nkurenkuru
P.O. BOX 6038, Nkurenkuru
Tel: (+264 66) 264500, 264937
E-Mail: adm.nku@ium.edu.na

Website: www.ium.edu.na

Annalize Swart

From: Annalize Swart
Sent: Thursday, April 4, 2024 8:51 AM
To: Saara N. Mbambus
Cc: Osmund Mwandemele; Dr Titus Haimbili
Subject: RE: PROPOSAL FOR A COLLABORATIVE PARTNERSHIP BETWEEN SWAKOPMUND MUNICIPALITY AND THE INTERNATIONAL UNIVERSITY OF MANAGEMENT (IUM)

Dear Sir/Madam

We acknowledge receipt of your correspondence.

We would like to confirm that the contents of your correspondence have been received and will be escalated to the relevant department/section in Council who will review the content and process it in terms of Council's administrative operating procedures. Every effort will be attended to address the matter and to respond to you in a timely manner. Our officials will attempt to ensure that all aspects are thoroughly addressed.

Sincerely,

**ANNALIZE SWART**

Executive Assistant to the Chief Executive Officer
 Audit & Risk Committee | Filming | Events | Aesthetics
 Municipality Swakopmund

cnr Rakoloka Street & Daniel Kamho Avenue | Swakopmund
 Office: +264 64 410 4100 | Email: aswart@swkmun.com.na | Mobile: +264 811 406 702
 www.swkmun.com.na
 Thank you for considering the environmental impact of printing emails.

From: Saara N. Mbambus <s.mbambus@ium.edu.na>
Sent: Tuesday, March 12, 2024 11:14 AM
To: Annalize Swart <aswart@swkmun.com.na>
Cc: Osmund Mwandemele <odmwandemele@ium.edu.na>; Dr Titus Haimbili <t.haimbili@ium.edu.na>
Subject: RE: PROPOSAL FOR A COLLABORATIVE PARTNERSHIP BETWEEN SWAKOPMUND MUNICIPALITY AND THE INTERNATIONAL UNIVERSITY OF MANAGEMENT (IUM)

Dear Mr. Benjamin

Kindly receive the attachment for your attention and handling.

Kind Regards



MEMORANDUM OF UNDERSTANDING

ENTERED INTO BY AND BETWEEN

MUNICIPALITY OF SWAKOPMUND

Duly established in terms of the *Local Authorities Act*, Act No. 23 of 1992

Herein represented by Mr. Alfeus Benjamin in his capacity as *Chief Executive Officer* and Cllr. Blasius Goraseb in his capacity as *Chairperson* of the Management Committee and duly authorized thereto

and whose business address is:
Cnr of Rakotoka Street and Daniel Kamho Ave,
P O Box 53
Swakopmund, Namibia
Telephone: (+264) 64 410 4100
Website: www.swkmun.com.na
(Hereinafter referred to as "**Council**")

AND

THE INTERNATIONAL UNIVERSITY OF MANAGEMENT (IUM)

Registration Number 21/2005, An association not for gain established and incorporated in terms of the applicable Statutes of the Republic of Namibia, Herin represented by Prof Osmund D. Mwandemele, in his capacity as the Vice Chancellor and him warranting to be duly authorized thereto with registered address and principal place of business situated at 21-31 Hercules Street, Dorado Park, Windhoek, Namibia. Private Bag 14005, Bachtbrecht, WINDHOEK; Cell. No. 0811246861, Email: odmwandemele@ium.edu.na Website: www.ium.edu.na

(Hereinafter referred to as "**IUM**")

(Hereinafter jointly referred to as the "**Parties**")

PREAMBLE

WHEREAS the **IUM**, as an Institution of Higher Education, values the practical and academic experience of its students by providing students with an opportunity to understand real life professional, technical and workplace environmental skills and to apply theoretical knowledge while studying;

WHEREAS the **Swakopmund Municipality** desires to facilitate the required practical experience for students from the **IUM**, as part of its social responsibility to ensuring a better workforce for the benefit of the Namibian society at large and;

WHEREAS the **Parties** are united by common interests and objectives in skills and academic development;

WHEREAS these **Parties** are the ones which, by reason of their objectives are called upon to establish channels of communication that will facilitate intellectual interaction; and

NOW THEREFORE because of mutual benefits to the **Parties** in the advancement of research, public engagement and education through the scholarly contributions of each, it is appropriate and advantageous to the **Parties** to enter into this Memorandum of Understanding which MoU shall be read together with any other agreements which Parties may embark on.

PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to set areas of cooperation between **IUM** and **the Municipality of Swakopmund (MoS)** in anticipation of Namibia's impending urban transformation and the related challenges that the **MoS** is facing. **TO THIS END THE PARTIES SET OUT AREAS OF MUTUAL COOPERATION AS FOLLOWS:**

1. IDENTIFIED AREAS OF COOPERATION

1.1 The **Parties** endeavor to collaborate, cooperate and provide advisory services on matters related to:

- 1.1.1 Curriculum Development and Capacity Building
- 1.1.2 Practical training including Job Attachments and Student Internships
 - Hospitality and Tourism
 - Business Administration
 - Accounting
 - Environment management
 - International Relations and Diplomacy
 - Information Communication and Technology
 - Water resources management
 - Energy
 - Transport and logistics
 - Occupational Health and safety
- 1.1.3 Strategy and Policy Research Development
- 1.1.4 Research and Innovation
- 1.1.5 Environmental Management
- 1.1.6 Climate Change
- 1.1.7 Heritage and Arts
- 1.1.8 Other mutually agreed upon services

2. ESTABLISHMENT OF THE JOINT TECHNICAL COMMITTEE

- 2.1 The **Mos** and **IUM** shall establish a Joint Technical Committee appointed by the Chief Executive Officer of the **MoS** and the Vice Chancellor of **IUM**.
- 2.2 The Technical Committee shall be constituted by a maximum Five (**5**) members from each Party as elected in terms of Section 2.1 hereof.
- 2.3 The Joint Technical Committee shall provide:
 - 2.3.1 Technical details of the specific activities which the Parties wish to collaborate on.
 - 2.3.2 The deliverables as well as the timeframe for delivery; and
 - 2.3.3 Determine the funding required for each activity, if any.

3. PROJECT AGREEMENT

- 3.1 The **Parties** resolve that once the Technical Committee has identified a particular activity of cooperation, the **Parties** may enter into a separate project agreement which will outline the terms and conditions of the project. The project agreement shall become an addenda to this MoU.

4. STATUS OF THE MEMORANDUM OF UNDERSTANDING

- 4.1 The **Parties** record that this MoU does not of itself create any legally binding rights or obligations between the **Parties** and that only a duly executed and signed Project Memorandum of Agreement (MoA) will create such legal rights and obligations.
- 4.2 The **Parties** further specifically record that all MoAs for identified activities must be concluded in accordance with relevant national legislation and institutional policies, including but not limited to the relevant procurement legislation and/or policies.

5. FUNDING

- 5.1 The **Parties** further agree to jointly explore funding possibilities for the activities under the auspices of the MoAs that shall be signed for specific projects.

6. ENTRY INTO FORCE, REVIEW AND TERMINATION

- 6.1 This MoU shall enter into force on the last date of signature of the **Parties** and shall be valid for a period of five (5) Years.
- 6.2 The **Parties** shall review once every two (2) years or as the need may arise the provisions of this MoU, in view of changes in the relationship between the **Parties** or changes in the conditions that may have occurred.
- 6.3 Either party to this MoU may terminate this MoU by giving the other party three (3) months' notice of its intention to do so.
- 6.4 However, both Parties shall ensure that all activities in progress under this MoU or an annexed MoA are allowed to complete successfully unless both Parties mutually agree in writing to the earlier termination of the activities.

7. DISPUTE RESOLUTION

- 7.1 Any dispute which may arise between the **Parties** in the implementation of this MoU will be resolved through amicable discussions between the Vice Chancellor of **IUM** and the Executive Officer of the KMTC.

8. CONFIDENTIALITY

- 8.1 The **Parties** acknowledge that, save for documentation, data or information which is readily available to the public, all documentation, data and information of the one Party which has or may come into the other Party's possession pursuant to this MoU, including but not limited to information about such Party's business, financial position, customers and the operation of its business - consist of confidential and proprietary information which if disclosed to third parties might be damaging to the other Party. Disclosure to a Party's Affiliates shall not constitute a breach of this provision. A separate confidentiality agreement will be signed between the parties before any confidential information is exchanged between the parties.
- 8.2 For the purposes of this MoU, neither Party shall use the name or logo of the other Party in any form, manner or way in any document, press release or advertisement without the express and written permission of the other Party.

9. LIMITATION OF LIABILITY AND CO-OPERATION

- 9.1 None of the **Parties**, its business partners, its shareholders, agents, consultants or employees will be liable for any damages whatsoever relating to the implementation of agreed activities under this MoU.
- 9.2 The **Parties** undertake at all times to co-operate with each other in good faith in order to carry out the objectives of this MoU and to implement all activities contemplated herein. The

Parties further undertake not to take any action which will result in delaying or impeding the implementation of this MoU.

10. RELATIONSHIP BETWEEN THE PARTIES

The **Parties** will not be entitled to conclude or enter into any express or implied MoUs or MoAs, warranties, guarantees or representations or incur any debt, in the name of or on behalf of the other or represent that their relationship is other than that contemplated in this MoU and neither Party will be liable by, or have any liability under any MoUs or representations made by the other that are not expressly authorised in terms of this MoU or otherwise agreed to in writing.

11. INDEMNITIES

11.1 The **Parties** indemnify and hold each other harmless against any liability, claims, fines or other penalties of whatsoever nature imposed on the other party and/or its Affiliates and/or their respective officers, employees or agents.

12. NOTICES AND DOMICILIA

12.1 The **Parties** choose the following addresses at which documents in legal proceedings in connection with this MoU or any other notices may be served (i.e., their *domicilium citandi et executandi*):

FOR INTERNATIONAL UNIVERSITY OF MANAGEMENT

21-31 Hercules Street, Private Bag 14005 Bachtbrecht, Windhoek,
Namibia. Tel 061 4336000; Fax : 061 4336152; Web: www.ium.edu.na
Marked for the attention of: *Vice-Chancellor*

FOR MUNICIPALITY OF SWAKOPMUND

Office of the Chief Executive Officer
Swakopmund Municipality Head Office
Cnr of Rakotoka Street and Daniel Kamho Ave,
Swakopmund
Telephone: +264 410 4100
Email: swkmun@swkmun.com.na
Marked for the attention of: *Chief Executive Officer*

13. FORCE MAJEURE

13.1 For the purpose of this MoU, Force Majeure means an event which is beyond the reasonable control of a Party and which makes the Party's performance of its obligations impossible or so impracticable as reasonably to be considered impossible in the circumstances and include war, riots, civil disorder, earthquakes, fire, exploitation, storm, flood or any other adverse weather conditions, etc.

13.2 The failure of a Party to fulfil its obligations as contained herein shall not be considered a breach of, or default under this MoU, provided that the Party affected by such event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of this MoU.

14. MISCELLANEOUS

14.1 This MoU may be modified, varied or amended at any time after due consultation and written agreement of both Parties.

15. SIGNATURES

13.1 The **Parties** hereto have executed this MoU in two (2) original copies by their duly authorized representatives on the day and at the place referred herein, each Party receiving one (1) original copy hereof.

Signed in Swakopmund on _____ of _____ 2024

FOR:
INTERNATIONAL UNIVERSITY OF MANAGEMENT

FOR:
SWAKOPMUND MUNICIPALITY

Prof. Osmund D. Mwandemele
Vice-Chancellor

Mr. Alfeus Benjamin
Chief Executive Officer

Cllr. Blasius Goraseb
Chairperson: Management Committee

WITNESS

WITNESS
