AGENDA

Ordinary Council Meeting

on

THURSDAY

29 APRIL 2021

at

09:00

MUNICIPALITY OF SWAKOPMUND

MUNICIPALITY OF SWAKOPMUND

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Ref No 5/2/1/1/2

Enquiries: *Aloysia Kahuika*

21 April 2021

The Mayor and Councillors
Municipality
SWAKOPMUND

Dear Sir / Madam

NOTICE: ORDINARY COUNCIL MEETING

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

DATE	:	**THURSDAY, 29 APRIL 2021**
VENUE	:	**COUNCIL CHAMBERS, MUNICIPAL OFFICE BUILDING, C/O RAKOTOKA STREET AND DANIEL KAMHO AVENUE, SWAKOPMUND**
TIME	:	**09:00**

A Benjamin
CHIEF EXECUTIVE OFFICER

AK/-

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

None.

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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 **Thursday, 25 March 2021** at **09:00.**

PRESENT:

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

OFFICIALS:

Mr A Benjamin	:	Chief Executive Officer
Mr M P C Swarts	:	GM: Corporate Service &HC
Mr V S Kaulinge	:	GM: Economic Development Services
Mr C McClune	:	GM: Engineering and Planning Services
Mr H !Naruseb	:	GM: Finance
Mr C Lawrence	:	GM: Health Services & SWM

ALSO PRESENT:

Also present was one (1) member of the Media and (19) nineteen members of the public.

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1. **SCRIPTURE READING AND OPENING BY PRAYER**

Mr V S Kaulinge opened the meeting with a prayer. A minute of silence was observed for the departed Train Driver.

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

On proposal of Councillor W O Groenewald seconded by Councillor B R Goraseb, it was:

RESOLVED:

CO: A
GM: CS&HC

That the agenda be adopted.

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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:

None.

3.2 Declaration of interest:

None.

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4. **CONFIRMATION OF MINUTES**
(C/M 2020/03/25 - A 2/3/5)

4.1 **MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 25 FEBRUARY 2021**

On proposal of Councillor C-W Goldbeck seconded by Councillor B R Goraseb, it was:

RESOLVED:

CO: A
GM: CS&HC

That the minutes of the Ordinary Council Meeting held on 25 February 2021, be confirmed as correct.

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5. **OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS**
(C/M 2021/03/25 - A 2/3/5)

Honourable Councillors, The Chief Executive Officer, Mr. Alfeus Benjamin, General Managers, Managers, Officials, Members of The Media, Ladies and Gentlemen, All Protocol Observed

Good morning and welcome to the council meeting and announcements for the month of March.

Ladies and Gentlemen

During this month, Council participated at the following activities:

1. *Workshop On Risk Assessment*
2. *Discussions On Future Development Plans for Swakopmund*
3. *Consultative Meeting with Erongo Region Business Community and Informal Traders*
4. *Induction Workshop for Councillors in Swakopmund*
5. *Grant Contract Signing Ceremony with The Japan Embassy for The Donation of the two Ambulances*
6. *In addition, we had various engagements with Stakeholders*

Honourable Councilors, Ladies and Gentlemen,

Furthermore, Council will be hosting a ground-breaking ceremony on 26 March of its Urban Agriculture Project. The purpose of this project is to promote Urban Agricultural Projects by encouraging residents to produce their own food, stimulate food security and economic growth.

We look forward to the positive results this project will yield for our town.

That is all we had for today, thank you for your undivided attention.

Honourable Councillors, Ladies and Gentlemen

We will now continue with our deliberations.

Thank you.

Louisa Kativa
Mayor

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

6.1 The Mayor presented long service and retirement awards to the staff members.

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7. **PETITIONS**

None.

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8. **MOTIONS OF MEMBERS**

None.

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

None.

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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 MARCH 2021**

CO: A
GM: CS&HC

RESOLVED:

That the report to Council on resolutions taken by the Management Committee during March 2021, be approved.

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11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**

11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 11 MARCH 2021**

11.1.1 **ERONGO RED BOARD OF DIRECTORS**
(C/M 2021/03/25 - 11/1/4/17)

The meeting extensively deliberated the matter of replacement of directors, whereafter the Chairperson requested for a vote and it was:

RESOLVED:

CEO

(a) That Council approves the replacement of the current appointed Directors on the board with the following members of Public:

- ***Mr Econia Petrus be replaced with Mr Martin Tjipita and Mr Edwin Tjiriange as the alternate.***
- ***Ms Elizabeth Manga be replaced with Mr Sam Januarie and Ms Demeon Keulder as the alternate.***

(b) That these replacements be effected immediately.

(c) That the current appointed directors on the board for Swakopmund Municipality be informed accordingly.

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11.1.2 **RESUBMITTED: ERF 9027, SWAKOPMUND - PENDING TRANSACTION**
(C/M 2021/03/25 - 9027)

CO: P
GM: CS&HC

RESOLVED:

(a) That it be noted that based on Ms LET Nembungu's income she should apply for low-income housing as the cost for Erf 9027, Swakopmund is beyond her means.

(b) That Council confirms the cancellation of the sale of Erf 9027, Swakopmund as the purchaser failed to secure the purchase price by the lapsing date of 02 March 2020 and confirmed that she is not in a position to proceed with the sale, unless she can pay in instalments. Council's conditions of sale do not provide for the payment of the purchase price in instalments.

(i) That Erf 9027, Swakopmund be offered to the next qualifying bidder listed.

(c) That Ms LET Nembungu be advised to visit the Housing Section for more affordable housing options.

11.1.3 **FOOD AID INITIATIVE**
(C/M 2021/03/25 - 14/2/9/7)

GM: HSSWM
GM: EDS
GM: F
CEO

RESOLVED:

(a) That the following nominations to serve on the Swakopmund Food Aid Committee be approved:

1	*Mayor / Councilor (Chairperson)*	*Mayor*
2	*Swakopmund Municipality : Health Services & Solid Waste Management*	*Ms Lydia Mutenda*
3	*Swakopmund Municipality : Economic Development Services*	*Ms Michelle Palmer*
4	*Swakopmund Constituency Office*	*Hon.C. Smith Howard / Mr Victor Maswahu*
5	*Ministry of Health and Social Services*	*Ms Saima Nathaniel*
6	*Hospitality Industry of Namibia (HAN)*	*Ms Anett Kotting*
7	*Ministry of Gender Equality, Child Welfare & Poverty Eradication*	*Ms Margaret Richter*
8	*Retailers Association of Namibia*	*Mr Rudolf Otto*

(b) That the Mayor nominates two (2) community volunteers to serve as members of the Food Aid Committee.

(c) That resources, such as a warehouse for storage, transportation, and distribution centres be provided.

(d) That the Economic Development Services Department embarks on the registration of vulnerable and unemployed residents of the community.

(e) That the General Manager: Finance makes budgetary provision for food supply and staff related expenses when necessary.

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11.1.4 **EXCHANGE TRANSACTION TO ACQUIRE ERF 1152, MONDESA**
(C/M 2021/03/25 - M 1152, E 8440, E 8441, E 8442, 14/1/3/1)

CO: P
GM: CS&HC

RESOLVED:

(a) That Council approves the exchange of Erf 8442, Extension 31 for Erf 1152, Mondesa which belongs to PS HSE Consulting and Trading Enterprises CC in terms of point (c) of Council's resolution passed on 30 July 2020 under item 11.1.8.

(c) That Council approves the repurchasing of Erf 1152, Mondesa, measuring 600 m², at a market related price or exchange the erf with an appropriate business erf in Matutura.

(b) That it be noted that the above two erven are almost equal in value.

(c) That Council be responsible for all costs for the exchange transaction of Erf 8442, with Erf 1152 (except point (h) below).

(d) That Council considers the sale of Erven 8440 and 8441, Extension 31 to PS HSE Consulting and Trading Enterprises CC in exchange for relinquishing the claim for an erf in Extension 13, Mondesa (Council resolution passed on 30 July 2020 under item 11.1.4).

(e) That the alienation of the three erven be for the establishment of a shopping mall and fuel station and that PS HSE Consulting and Trading Enterprises CC provides a letter of support from a fuel supplier.

(f) That the purchase prices be determined at the cost for installation of services +25% excluding 15% VAT which has to be paid in terms of the business zoning, being:

	Erf #	*Size*	*Price Based on N$156/m²*
1	*8440*	*1 424*	**N$ 222 144.00**
2	*8441*	*2 088*	**N$ 325 728.00**

(g) That it be noted that the erven are zoned "*General Business*" and development of the property will be confined by the use of the property in terms of Council's Town Planning Amendment Scheme in terms of which a service station requires consent use.

(h) That upon acceptance of points (a) until (e) above by the purchaser, Council's intention to alienate the three erven be advertised for possible objections as required in terms of the relevant two sections of the Local Authorities Act, Act 23 of 1992 at the cost of the purchaser.

(i) That the transaction be concluded after approval has been granted by the Ministry of Urban & Rural Development; within 120 days from the last party signing the agreements.

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(j) That payment of the purchase price and 15% VAT be secured either in cash or formal bank guarantee in favour of the Swakopmund Municipality within 120 days from the last party signing the agreements.

(k) That the following standard conditions be applicable:

(i) That the purchaser pays a deposit of N$ 10 000.00 for each one of Erven 8440 and 8441 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.

(ii) That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the related statutory processes.

(iii) That the purchasers accept that no rights will accrue to it from 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.

(iv) The erven are sold "voetstoots" or "as is" with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.

(v) Failure to pay the purchase price in cash or secure payment by formal bank guarantee on the 120th day from the last party signing the agreements will result in the transaction being cancelled without the need to place the purchaser on terms, should the purchase price be secured by a formal bank guarantee the transfer must be effected on or before the 120th day, interest will be levied as from the date of allocation or Ministerial approval until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale.

(vi) That the purchaser/s must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property;

(vii) That the said improvements must be completed within 24 months (2 years) from date of transfer.

(viii) That the property may not be alienated within 24 months (2 years) from the date of a completion certificate being issued in respect of the structural improvements, referred to in (vi) above, prior to the expiry of the said 24 month period. This restraint of alienation is to be registered against the title deed of the property.

(ix) No development or construction will be permitted to commence until the statutory processes have been completed and the erven are transferred.

(x) The agreements of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.

(xi) That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.

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11.1.5 **MUSEUM CAFÉ SWAKOPMUND: REQUEST TO LEASE A PORTION OF THE SIDEWALK ADJACENT TO THE MUSEUM**
(C/M 2021/03/25 - 13/3/1/6)

During the discussion of this item, Councillor W O Groenewald declared his interest in the matter and left the Chambers.

CO: P
GM: CS&HC

RESOLVED:

(a) That permission be granted to Ms Ulrike Meyer trading as Museum Café to lease a portion of the sidewalk measuring 69.50m² adjacent to the museum for a period of six months commencing from 01 October 2020 until 31 March 2021 or until the High Court ruling is finalized whichever is earlier.

(b) That the lease amount be N$49.58 m² per month x 69.50 m² = N$3 445.81 + N$516.87 (15% VAT) = N$3 962.68 with an annual escalation of 7% starting 1 July 2022.

(c) That the lease be subject to the standard conditions and the following:

(i) That a deposit equal to 1 months lease be paid in advance by the applicant.

(ii) That a notice of termination period of three (3) months for both parties be applicable.

(iii) That the demarcated area be barricaded by way of a non-permanent fixture, such as rope.

(iv) That the Lessee does not operate later than 22:00.

(v) That the Lessee shall keep the existing sidewalk, between the open-air café and restaurant open for the general public's use.

(vi) That the Lessee is responsible to keep and maintain the hired property in a proper condition and to maintain and deliver the same at the termination of this lease in good order and condition, reasonable wear and tear that the Lessor shall determine, excluded.

(vii) That during any maintenance work at / to the hired property, Council takes no responsibility to the Lessee for any loss or damage arising from such maintenance work or delays in connection with such works.

(viii) That no improvement or changes, or any other work on the hired property may be done by the Lessee without the written permission of the Lessor first had and obtained.

(ix) That no sub-letting is permitted to cede or assign this agreement or any portion thereof, nor shall it be allowed to sublet in any manner any portion of the hired property, without the written consent of the Lessor first being had and obtained.

(x) That the Lessor or his duly authorized representative, shall at all reasonable time have the right to enter the hired property for the purpose of carrying out an inspection and to ensure that all applicable regulations and by-laws are being adhered to by the Lessee.

(xi) That the Lessee shall indemnify and keep indemnified the Lessor during the full period of this agreement against possible claims, which may arise from the use of the hired property by the Lessee.

(e) That upon acceptance of the lease conditions, a lease agreement will be compiled and signed by the parties within 21 days.

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(f) That all costs involved in the transaction be for the Lessee's account.

(g) That should the Lessee cease operating they have to reinstate the area to its original layout at their own cost.

(h) That the Lessee indemnifies and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of the pavement by the Lessee.

11.1.6 ***SAAMSTAAN JUKSKEI* CLUB SWAKOPMUND: RENEWAL OF LEASE AGREEMENT**
(C/M 2021/03/25 - N 7/4/3, V 118)

CO: P
GM: CS&HC

RESOLVED:

(a) That Council takes note of the application by *Saamstaan Jukskei* Club Swakopmund for the renewal of the lease agreement for the lease of a portion of Erf 118, Vineta, measuring 1 755m².

(b) That the rental tariff be N$2 295.70 + 15% VAT, being N$ 344.36 = N$2 640.06 with a 7% annual escalation, the first being 01 July 2021.

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

Following are the conditions for the lease agreement:

1. Lease Period

The lease shall commence on 1 March 2020 irrespective of renewal approval by Council and signing date of the lease agreement and shall run for the period of 5 years.

2. Payments

2.1 N$2 295.70 + 15% VAT, being N$ 344.36 = N$2 640.06 with a 7% escalation on 01 July 2021 and every consecutive year.

2.3 The rental amount as quoted must be payable per annum in advance on or before the 7th day of each month to the Municipality free of bank commission.

2.4 A refundable deposit equal to a year's rental is payable in advance.

3. Use of the Property and Responsibilities

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

3.2 The PROPERTY shall not be used for any other purpose than for the purpose of playing and promoting jukskei and related activities on the PROPERTY.

3.3 The LESSEE is responsible at all times to keep the area in a neat and tidy condition.

3.4 Council shall remain responsible for the maintenance of the lawn area.

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3.5 *The LESSEE must ensure that no structures, whether permanent or temporary, other than those indicated on the aerial photo (Annexure "C") (on file), shall be erected on the allocated area.*

3.6 *The LESSEE shall remove all approved structures should the courts no longer be in use and restore the area to its original condition.*

4. ***Right of Access***

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

5. ***Prohibition against Sub Letting***

The LESSEE shall not cede or assign this agreement or any portion of the portion of the HIRED PROPERTY OR THE PORTION THEREOF.

6. ***Indemnity***

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

7. ***Breach of Conditions***

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

8. ***Termination***

8.1 *This lease agreement is terminable at any time by either party giving or receiving three (3) months' notice in writing.*

8.2 *In the event of termination of this agreement, the LESSEE shall have no claim for compensation in respect of any improvements effected on the property, provided that the LESSEE may remove any such improvements from the property within 60 days from date of termination, failing which all such improvements shall become the property of the LESSOR, provided further that the LESSEE shall be responsible for all costs incurred by the LESSOR or loss sustained by it as a result of any negligence on the part of the LESSEE so to remove any improvement or to restore the property to its proper condition.*

(d) That the intended lease be published in terms of the Local Authorities Act, Act 23 of 1992, as amended.

(e) That it also be noted that no complaints from the public have been received to date.

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11.1.7 **APPLICATION TO LEASE LAND NEAR THE DUMPING SITE FOR RECYCLING OF LOW DENSITY POLYTHENE (LDPE) PLASTIC**
(C/M 2021/03/25 - 13/3/1/5)

CO: P
GM: CS&HC

RESOLVED:

(a) That Council approves the application by Messrs Green Construction Trading cc for the lease of a piece of land measuring one (1) hectare to erect a plastic recycling plant in Swakopmund.

(b) That the land be offered to Messrs Green Construction Trading cc for a lease period of 9 years and 11 months subject to the standard conditions of the lease.

(c) That Messrs Green Construction Trading cc submits an Environmental Impact Assessment, operational plan indicating service requirements and project development plans, where after the exact location be demarcated and the lease price be submitted to the Management Committee for consideration.

11.1.8 **LEASE OF A CONSTRUCTION SITE: CHANGE OF NAME OF THE LESSEE**
(C/M 2021/03/25 - 13/3/1/5)

CO: P
GM: CS&HC

RESOLVED:

(a) That Council approves the change of the name of the lessee approved by Council on 28 January 2021 from China Gezhouba Group Company Limited to China Gezhouba Investment Group (Namibia) (Proprietary) Limited).

(b) That the name of China Gezhouba Investment Group (Namibia) (Proprietary) Limited reflect in all future accounts and correspondences.

(c) That an additional portion of land measuring 130m² which is being used as car port be added to the existing lease site approved by Council on 28 January 2021 under item 11.1.20, point (e) (iii).

(d) That an addendum to the lease agreement signed on 11 February 2021 be compiled to reflect the name of the lessee as China Gezhouba Investment Group (Namibia) (Proprietary) Limited and amending the lease area by adding 130m² to the size of the lease site (the additional area is being used as car port).

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11.1.9 **REQUEST FOR THE INCREASE IN IMPOUNDMENT FEES - SPCA**
(C/M 2021/03/25 - 17/3/4)

RESOLVED:

GM: HSSWM

(a) That the annual donation to the SPCA be increased from N$80 000.00 to N$120 000.00, to be budgeted for and implemented as from 01 July 2021.

(b) That the General Manager: Health Services & Solid Waste Management makes provision in the Operational Budget for the payment of the amended impoundment fees.

(c) That the SPCA facilitates the boarding, de-worming and vaccination of all dogs impounded by the Animal Control Officer in addition to their normal activities.

11.1.10 **DRIFT SPIN DRAGS (DSD) MOTOR CLUB: RENEWAL OF LEASE AGREEMENT**
(C/M 2021/03/25 - 13/3/1/5)

RESOLVED:

CO: P
GM: CS&HC

(a) That Council approves the renewal of the lease agreement of Drift Spin Drags (DSD) Motor Club to lease a portion of land measuring, 6 000m² that is located west of the Go-Kart area and east of the airport for a further 5 years.

(b) That the lease commences on 01 February 2021, (irrespective of date of signing this agreement) and lapses on 31 January 2026.

(c) That the annual rental be 6 000m² x N$0.108/m² = N$648.00 + N$97.20 (15% VAT) =N$745.20 per annum.

(d) That the rental shall escalate on 1 July 2021 and annually thereafter on the1st day of July of each subsequent year by 7%, calculated on the rental payable in respect of the month immediately preceding the respective escalation date.

(e) That the following standard conditions be applicable:

(i) That the lease be terminable by either party giving or receiving three (3) months written notice.
(ii) That a deposit equal to 1 years' lease which was previously paid be adjusted in order to equal the current annual rental amount.
(iii) That Council reserves the right to cancel the lease if valid objections from the public are received.
(iv) That the demarcated area be barricaded by way of a non-permanent fixture, such as a rope.
(v) That the lessee shall indemnify and keep Council indemnified during the full period of the agreement against possible claims, which may arise from the use of the leased area.
(vi) That no subletting be allowed.
(iv) That the lessee does not operate later than 22:00.

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(f) That permission be applied for from the Honourable Minister of Urban and Rural Development in terms of section 30 (1) (t) to proceed with the lease agreement.

(g) That all costs involved be for the applicant's account.

(h) That should the lessee cease operating; they must inform Council in writing and reinstate the area to its original condition at their own cost.

11.1.11 **APPLICATIONS FOR THE INSTALLATION OF SERVICES AND / CONSTRUCTION OF HOUSES: STANDARD REPLY**
(C/M 2021/03/25 - 16/1/4/2/1/14)

CO: P
GM: CS&HC

RESOLVED:

(a) That Council takes a policy decision to the effect that in future a standard reply be issued to unsolicited applications from the public for the:

(i) Development of townships;
(ii) Purchase of large portions / number of serviced / unserviced land / erven;
(iii) Land for construction of residential housing; and
(iv) Requests for audience with Council for the above.

(b) That the standard reply informs applicants that Council will invite developers / purchasers by public advert should the need arise for large scale developments.

(c) That only unique proposals for business / industrial / institutional development or initiatives be considered after submitting full explanations and motivations.

11.1.12 **DONATIONS & SPONSORSHIPS FUNDING POLICY & GUIDELINES**
(C/M 2021/03/25 - 3/P)

CO: M&C
GM: F
GM: EDS
GM: CS&HC

RESOLVED:

(a) That Council takes note of the Sponsorship and Donation Policy and Guidelines.

(b) That Council appoints the following officials to serve on the Sponsorship Committee:

- *Councillor P N Shimhanda and Councillor M Henrichsen*
- *General Manager: (Finance Chairperson)*
- *Manager: Finance (Secundi)*
- *General Manager: Corporate Services & Human Capital (Vice Chairperson)*
- *Manager: Corporate Services (Secundi)*
- *Corporate Officer: Marketing and Communications (Secretary)*
- *Sports and Recreation Officer (Vice Secretary)*
- *Youth Development Officer*

(c) That all recommendations of the Sponsorship Committee be submitted to the Management Committee for approval.

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(d) That the Sponsorship Committee be a delegated authority, subject to the conditions of this Policy and that provision be made in the current budget to approve for the donations and sponsorships to individuals, groups and organisations.

11.1.13 **SALE OF ERF 7133, EXTENSION 26, MONDESA TO A THIRD PARTY (MIDDLE LOW INCOME)**
(C/M 2021/03/25 - 19.03.12; E 7133 M)

RESOLVED:

CO: P
GM: CS&HC

That Council accepts the merit of the application by Mr I Shiimbashike and that Council waives the pre-emptive right and permits the sale of Erf 7133, Mondesa to a third party.

11.1.14 **SUBSIDIZED SEMI-PURIFIED WATER SUPPLY POLICY**
(C/M 2021/03/25 - 3/11/1/2/2/5; E 21 & 22)

RESOLVED:

GM: F

(a) That Council approves the Subsidized Semi-Purified Water Supply Policy (on file).

(b) That a 50% subsidy be granted with effect from 1 July 2021.

11.1.15 **CRICKET NAMIBIA'S RENTAL AGREEMENT - VINETA NORTH SPORT STADIUM**
(C/M 2021/03/25 - 14/2/2/1/4)

RESOLVED:

GM: EDS

(a) That Council approves the usage of Vineta Sport Stadium by Cricket Namibia free of charge when facility is used for the following purposes:

- ***Community Development Programme and clinics***
- ***Cricket Namibia's national and development teams***

(b) That the approval is granted on the following conditions:

- ***Cricket Namibia will cover all expenses to build the pitch to the tune of approximately N$150 000.00 (this amount include materials and labour costs)***
- ***Cricket Namibia to repair existing concrete covering in the middle of the field to the tune of N$22 000.00***
- ***Cricket Namibia to construct movable nets for training purposes for the development program to the tune of N$18 000.00***
- ***Cricket Namibia to avail a pitch cutter***
- ***Cricket Namibia to provide training for the ground keeper / curator on how to manage the facilities***
- ***Cricket Namibia to Run and administer development programme for the community of Swakopmund.***
- ***Council to retain access for public use.***

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11.1.16 **BUSINESS DEVELOPMENT IN DRC, EXT 28 - 31**
(C/M 2021/03/25 - M 4354)

RESOLVED:

GM: EDS

(a) That Council approves Economic Development Services to conduct a registration of business owners in DRC and assess their potential in terms of acquiring business property and expanding their businesses.

(b) That this data be presented to Council once the exercise is completed.

(c) That first preference to buy business properties in Extensions 28, 29, 30 & 31 be given to business owners that have established business in DRC Extensions 28, 29, 30 & 31.

(d) That alienation of the business erven in Extension 28, 29, 30 & 31 be done through invitation of business proposals by business owners in DRC.

11.1.17 **SURVEY ON EXISTING ABLUTION FACILITIES IN DRC(PROPER) SETTLEMENT**
(C/M 2021/03/25 - 14/2/8/2)

GM: HSSWM
GM: EPS
GM: F

RESOLVED:

(a) That the septic tanks (toilets) be replaced with water borne sanitation systems and connected to the newly constructed sewer and water infrastructure lines.

(b) That all serviced Erven in the DRC with no septic tank (toilets) be provided with water borne sanitation facilities.

(c) That the General Manager: Engineering & Planning Services determine the building cost estimates of a water borne sanitation system with report back to the Management Committee, in April 2021.

(d) That the General Manager: Finance makes budgetary provision on the Capital Budget 2021/2022, for this purpose.

11.1.18 **AVAILABILITY OF INDUSTRIAL ERVEN IN EXTENSION 10, SWAKOPMUND**
(C/M 2021/03/25 - E 4813 Re, E 4843 Re, E 4869, E 4873, E 4874, E 4889, E 4895, E 4899, E 4901)

CO: P
GM: CS&HC

RESOLVED:

(a) That Council takes note that only a small percentage of the industrial erven have been fully developed.

(b) That due to the effects of the Covid-19 pandemic, the local economy requires an injection and especially the building construction sector.

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(c) That Council can encourage developers to construct new businesses by providing favourable conditions of sale.

(d) That a closed bid sale be arranged for the erven listed under point (e) below.

(e) That the upset prices for the erven be N$236.00/m² (excluding 15% VAT) as set-out below:

	Erf No	Zoning	m²	Upset Price @ N$236.00/m² (excl 15% VAT)
1	4813 Re	Light Industrial	2 810	663 160.00
2	4843 Re	Light Industrial	1 558	367 688.00
3	4869	General Industrial	6 428	1 517 008.00
4	4895	General Industrial	5 615	1 325 140.00
5	4899	General Industrial	20 035	4 728 260.00
6	4901	General Industrial	13 298	3 138 328.00
7	4873	General Industrial	7 403	1 747 108.00
8	4874	General Industrial	15 140	3 573 040.00
9	4889	General Industrial	10 782	2 544 552.00
Total				19 604 284. 00

(f) That bids submitted on the following conditions:

(i) The upset price be N$236.00/m²
(ii) No rates and taxes be levied for a period of 24 months from date of sale / until date of a completion certificate being issued (whatever is later in time).
(iii) The properties may not be alienated unless a completion certificate has been issued in respect of the structural improvements referred to in (i) below. This restraint of alienation is to be registered against the title deed of the respective properties.
(iv) That instead of the standard 120 days to secure the purchase price, the purchase price be secured within 90 days.

(g) That a refundable registration fee of N$27 000.00 be payable per bidder being 0.75% of the highest upset price of N$3 706 475.00.

(h) That the properties are sold *voetstoots* or as is with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the properties or any improvements thereon. The Council also does not warrant that the services installed at the properties are suitable for the use intended by the purchasers. It is therefore the obligation of the purchasers to verify that the installed electricity, sewage and water connections are suitable for the intended use of the properties.

(i) That the purchasers must construct structural improvements worth at least 1 time the Municipal valuation of the property *(as provided for in the Conditions of Establishment for Extension 10)*. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property.

(j) That in the event that the purchaser of a property is a close corporation, a company or a trust, then, the members

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interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council.

(k) That Council shall not accept under any circumstances any process whereby the purchaser of a property will be allowed to nominate a third party as the eventual purchaser of the property. To be more specific, the Council shall not entertain any agent bidding on behalf of a principal or any nominee acting on behalf of a legal entity still to be incorporated.

(l) That such caveats be registered against the title deeds of the properties to prevent any contravention of these conditions.

(m) That the connected parties defined as per the Income and VAT Act can only bid for one property.

(n) That Council's other standard conditions of sale be applicable.

(o) That the income be shared with Erongo RED *pro rata* according to their contribution.

(p) That an incentive of 15% on purchase price (excluding VAT) discount be offered to developers who develop the erven in a period of 2 years.

11.1.19 **APPLICATION TO PURCHASE PORTIONS ADJACENT TO ERVEN 3209 AND REMAINDER 1797, MONDESA (SWAKOPMUND)**
(C/M 2021/03/25 - M 3209, M R1797)

CO: P
GM: EPS
GM: CS&HC

RESOLVED:

(a) That Council approves the sale of the two street portions (Portions A and B of Ismael Abraham Omundele and/or Moshitila Street) located adjacent to Erf 3209 and Remainder 1797 Mondesa, to Ms A K Uushona; subject to:

- ***Confirmation from Engineering and Planning Services that the remaining streets will be able to allow smooth traffic flow and maneuvering;***
- ***That all municipal services (water sewer and electricity) shall be relocated to the satisfaction of the General Manager: Engineering and Planning Services; and***
- ***No structures or floor of any nature may it be considered temporary shall be constructed over municipal services.***

(b) That Engineering and Planning Services provides the correct sizes of the two street portions applied for by Ms A K Uushona.

(c) That Council's valuator and an additional valuator provide probable market values for the two street portions;

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whereafter such and the conditions of sale be submitted to Council for consideration.

(d) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships and division of land Ordinance 11 of 1963 respectively, be dealt with successfully.

(e) That the applicant appoints a Town Planner to undertake the statutory procedures as outlined below.

(f) That Ismael Abraham Omundele and/or Moshitila street be subdivided into Portions A, B and Remainder.

(g) That Portions A and B of Ismael Abraham Omundele and/or Moshitila street be permanently closed off as "*Street*" in terms of section 50 (1) of the Local Authorities Act, Act No. 23 of 1992, as amended.

(h) That the closed portions be assessed in terms of the Environmental Management Act, Act 7 of 2007.

(i) That Portions A and B, of Ismael Abraham Omundele and/or Moshitila Street be Consolidated with Erven 3209 and R1797, Mondesa, respectively and assume the same zoning,

(j) That the purchaser appoints a consultant to attend to the Environmental Impact Assessment in terms of the Environmental Management Act, 7 of 2007 as amended

(k) That the purchaser be responsible for all town planning and cadastral procedures such as application to the Townships Board, land surveying, advertising of the sale and the registration of the newly consolidated Erven.

(l) That the current Title Deed conditions registered against erven 3209 and R1797, Mondesa be retained and be registered against the newly consolidated erven.

(m) That the purchaser be granted Power of Attorney to act on behalf of Council to lodge all necessary planning, closure and cadastral procedures pertain to the subdivision of Ismael Abraham Omundele and/or Moshitila Street and consolidations thereof, and

(n) That the following standard conditions be applicable:

(i) The purchaser accepts that no rights will accrue to her from 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.

(ii) A deposit of N$10 000.00 shall be required of the purchaser to cover all fees and costs to Council, prior to attending to the statutory processes.

(iii) Should a balance remain after Council's costs have been covered, it will be refunded by the Finance Department to the purchaser.

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(iv) That the purchaser pay the above deposit within 90 days from the Council resolution approving the purchase price, failing which Council's resolution will be revoked at the next Council meeting following the expiry of the 90 days.

(o) That the applicant be responsible for payment of any and all costs related to the transaction, and that no rights will accrue to them from 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.

11.1.20 **REQUEST FOR DISCOUNT TO USE THE MUNICIPAL CENTRAL SPORT FIELD**
(C/M 2021/03/25 - 14/2/2/1/7)

RESOLVED:

GM: EDS

(a) That permission be granted to the NTA to utilize the Vineta Central Sport Field their tournament on:

- *4-5 June 2021*
- *10-11 September 2021*
- *16-19 December 2021*

(b) That Council grants a discount to NTA to utilize the Vineta Sport Field based on the below:

Description	Current	Proposed	%
Rate (N$)	1 196.00	598.00	50%
Refundable Deposit (N$)	1 145.00	1 145.00	0%
Total (N$)	2 341.00	1 743.00	N$598.00 difference

(c) That Council be indemnified against any claims that may arise from using the stadium.

(d) That Council reserves the right to cancel the use of the stadium should Council need the stadium for its own purposes.

(e) That the NTA makes prior arrangements with Erongo-RED for an electricity connection at own cost should it be required.

(f) That the stadium be restored to its original condition and to the satisfaction of the Swakopmund Municipality after the event.

(g) That no person stays on the property overnight, except for security personnel.

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11.1.21 **SUBDIVISION OF ABALONE AVENUE INTO PORTION A AND REMAINDER STREET, PERMANENT CLOSURE OF A PORTION OF ABALONE AVENUE MYL 4 AND SUBSEQUENT CONSOLIDATION OF PORTION A WITH ERF 40 MYL 4 INTO CONSOLIDATED ERF X**
(C/M 2021/03/25 - 19.03.09, M4 E 40)

RESOLVED:

GM: EPS

(a) That the subdivision of Abalone Avenue into Portion A and Remainder be approved.

(b) That the permanent closure of the street portion between Erven 40 and 41 Myl 4 as a public open space be approved, and

(c) That the subsequent consolidation of Portion A with Erf 40 Myl 4 be approved.

11.1.22 **INVITATION AND REQUEST: THE *SWAKOPMUNDER KARNEVALSVEREIN (KÜSKA)***
(C/M 2021/03/25 - 5/5/1)

GM: EDS
GM: HSSWM
GM: CS&HC

RESOLVED:

(a) That Council takes note of the request for assistance with regards to the hosting of the *Swakopmunder Karnevalsverein (Küska)* that will take place as from 18-26 June 2021 in Swakopmund.

(b) That the organizers be granted permission to erect a banner between the palm trees at the corner of Daniel Tjongarerero and Tobias Hainyeko Street as from 22-30 May 2021.

(c) That the organizers be granted permission to host the *Narrenwecker* in the Main Street (Sam Nujoma Avenue) on 29 May 2021, and that the lane in front of Nedbank will be closed as from 8h00 until 20h00.

(d) That the General Manager: Health Services & Solid Waste Management avail ten (10) rubbish bins to the organizers for the *Narrenwecker* event.

(e) That the Mayor indicates her availability to attend functions during the carnival.

(f) That the organizers liaise with the Traffic Services with regard to the closure of the lane in Sam Nujoma Avenue on 29 May 2021 and the route for the float procession which will take place on 26 June 2021.

(g) That the Swakopmund Municipality participates in the float procession at the *Swakopmunder Karnevalsverein (Küska)* on 26 June 2021.

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(h) **That the Crane truck, Isuzu 250 - N 8773 S, be used during the float procession and that ten (10) municipal employees voluntarily participate and be provided with refreshments.**

(i) **That the funds for the refreshments and decoration of the truck (according to the theme) be defrayed from the Corporate Service's Publicity Vote: 150515533000 where N$296 000.00 is available.**

(j) **That the organisers be requested to proceed with the *Swakopmunder Karnevalsverein (Küska)* up to the DRC.**

11.1.23 **AMENDMENT SCHEME NUMBER 61, EXTENSION 41 (SWAKOPMUND), HAGE GEINGOB SQUARE AND THE APPEAL BY VAN RENSBURG ASSOCIATES**
(C/M 2021/03/25 - 16/1/4/1/1)

CEO
GM: EPS

RESOLVED:

(a) **That the Town Planning Amendment Scheme No 61 not be implemented and be placed on hold until the issues (on file) have been resolved in a satisfactory manner.**

(b) **That the Town Planning Amendment Scheme No. 61 be repealed and that the Chief Executive Officer informs the ministry accordingly.**

(c) **That the Chief Executive Officer arrange a meeting with the Ministry of Works and Transport to discuss the relocation of the rail way line and other matters of concern.**

11.1.24 **WRITING OFF OF REDUNDANT ITEMS AND EQUIPMENT AT THE HEALTH SERVICES & SOLID WASTE MANAGEMENT DEPARTMENT**
(C/M 2021/03/25 - 3/18/1)

GM: HSSWM
CO: A
CEO
GM: CS&HC

RESOLVED:

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

Vehicles:

No	Reg No	Make	Year Model	Fleet No	VIN/Engine No	Remarks
1	N15999S	Isuzu Compactor	2005	CL0216	ADMFTR34H8G540 261 / 6HK1496565	Old, mechanical issues
2	N8650S	Isuzu Compactor	2012	CL0241	ADMFT34H8G5831 23 / 6HK	Old, Engine needs repairing - high cost
3	N11798S	Mercedes Atego Compactor	2006	CL0104	WDB9700676L0272 96 / 90491100490357	Old, mechanical issues
4	N5524S	Hino Compactor	2005	CL078	AHHFG1JPP00012 471 / J08CTW13097	Old, mechanical issues
5	N18769S	Isuzu Compactor	2013	CL0295	ADMFTR34H8G656 912	Old, mechanical
6	N18325S	Hino Compactor	2013	CL0296		Old, mechanical

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Equipment:

No.	Description	Serial Number	Remarks
1	HP OfficeJet 7612 Printer	CN8274R04T	Broken
2	HP OfficeJet 7612 Printer	CN8274R090	Broken
3	HP OfficeJet Pro 8100	CN25SBQ14N	Broken
4	1 x LWB LDV Loading Box (of Toyota D4D 2018 Model LDV N23963S)	N/A	New
5	20 x Old Wheelbarrows	N/A	Broken
6	100 x Old Pole Refuse Bins (Blue)	N/A	Broken
7	15 x old skip containers	N/A	Broken
8	500 x refuse bins (orange & charcoal)	N/A	Broken

(b) That the Chief Executive Officer and the Chairperson of the Management Committee determines the upset prices for the redundant vehicles and equipment.

11.1.25 **REQUEST FOR TRANSFER OF FUNDS TO RENOVATE MUSEUM BUILDING AND ASSESS *WOERMAN HAUS***
(C/M 2021/03/25 - 3/1/1/1/1)

GM: EPS
GM: F

RESOLVED:

(a) That N$600 000.00 be defrayed from account: Breakwater Protection and Jetty Assessment, Vote: 4000031002300 to the Renovation of Museum Roof account, Vote 250531005400.

(b) That a new Vote account: *"Assessment of the Woerman Haus"* be created and an amount of N$ 400 000.00 be defrayed from the Breakwater Protection and Jetty Assessment, Vote: 4000031002300.

(c) That N$400 000.00 be used to appoint a consultant team to compile a detailed report for the renovation work required to the *Woerman Haus*.

(d) That the capital budget for both Votes be carried over as a continuation project to the 2020-2021 capital budget.

11.1.26 **REQUEST FOR TRANSFER OF FUNDS FOR THE PROCUREMENT OF A TRAILOR MOUNTED PUMP**
(C/M 2021/03/25 - L 5)

GM: F
GM: EPS

RESOLVED:

That the General Manager: Finance be granted permission to transfer an amount of N$800 000.00 from Vote: 750031007600 - Clean and Repair Raw Water Sump to a new vote for Trailer Mounted Self-Priming Sludge Pump.

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11.1.27 **MR J KAMBUESHE REPRESENTING VARIOUS TRANSACTIONS: REASONS FOR CANCELLATION OF TRANSACTIONS**
(C/M 2021/03/25 - 19.03.08, E 8929, E 8930, E 8939, E 4874, E 4899, Sw)

CO: P
GM: CS&HC

RESOLVED:

That Mr J Kambueshe be informed that Council cancelled the following transactions for the reasons stated below:

	Erf #	Zoning	Date of Sale	Due Date	Reason for Cancellation
1	8929	General Business	28 Apr 17	30 November 18	The contract period expired and the purchaser has not performed in terms of its obligations.
2	8930	General Residential 2	13 Apr 18	13 August 2018 An additional 21 days' notice was given to comply by 04 Sept 2018.	The contract period expired and the purchaser has not performed in terms of its obligations.
3	8939	General Residential 2	13 Apr 18	13 August 2018 An additional 21 days' notice was given to comply by 04 Sept 2018.	The contract period expired and the purchaser has not performed in terms of its obligations.
4	4874	Industrial	17 Jul 17	30 November 18	The contract period expired and the purchaser has not performed in terms of its obligations.
5	4899	Industrial		05 December 16 This sale was a private transaction.	The purchaser failed to sign and return the deed of sale for processing. Therefor no agreement was in place and this transaction never came into force.

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

None.

The meeting adjourned: **10:03.**

Minutes to be confirmed on: **29 April 2021**

Councillor L N Kativa
MAYOR

A Benjamin
CHIEF EXECUTIVE OFFICER

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD ON 15 APRIL 2021**

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETING HELD DURING MARCH AND APRIL 2021**

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10 (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 31 MARCH 2021**

5. **DISCUSSION POINTS**

5.1 **PROPOSAL RECEIVED FOR ESTABLISHMENT OF A UNIVERSITY**
(S/M/C 2021/03/31 - 16/1/4/2/1/15)

RESOLVED:

That all the applications received so far be submitted to the next Management Committee Meeting.

5.2 **SWAKOPMUND WWTW - FINAL FEE INVOICE**
(S/M/C 2021/03/31 - 16/1/8/1; 16/2/4/1)

RESOLVED:

That it be noted that Messrs Swakopmund WWTW indicated that they could not make it to the meeting.

5.3 **AGRI INDUSTRIAL PARK - SWAKOPMUND**
(S/M/C 2021/03/31 - 16/1/8/1)

RESOLVED:

That it be noted that Messrs Turnkey Water Solutions (Pty) Ltd, indicated that they could not make to the meeting.

5.4 **MESSRS WE - AGRI LTD - PRESENTATION**
(S/M/C 2021/03/31 - 16/1/4/2/1/11)

RESOLVED:

That it be noted that Messrs We-Agri Ltd, indicated that they could not make it to the meeting.

5.5 **PRESENTATION: CONSULTANCY SERVICES FOR THE DESIGN, DOCUMENTATION AND SUPERVISION FOR THE CONSTRUCTION OF THE MATUTURA TOWN HALL AND EMERGENCY SHELTER**
(S/M/C 2021/03/31 - M 6788)

RESOLVED:

That the presentation by Messrs Manda Bakkes Architects, be noted and that the item be submitted to the next Management Committee Meeting for consideration.

5.6 **PRESENTATION: PROPOSAL FROM THE INTERNATIONAL UNIVERSITY OF MANAGEMENT TO ESTABLISH A RESEARCH CENTRE IN SWAKOPMUND**
(S/M/C 2021/03/31 - 5/4/2/5)

RESOLVED:

That the presentation by the International University of Management (IUM) be noted and that the item be submitted to the next Management Committee Meeting for consideration.

5.7 **PRESENTATION: CONCEPT DESIGN: UPGRADING OF KAVITA PARK ART & CRAFT MARKET**
(S/M/C 2021/03/31 - 14/1/3/1)

RESOLVED:

(a) That the presentation of the Concept design of Kavita Art & Craft market by Messrs Barnard Mutua Architects, be noted.

(b) That the concept design be submitted to the next Management Committee Meeting for approval.

5.8 **PRESENTATION: TUTENGENI PRECAST CC**
(S/M/C 2021/03/31 - 5/4/2/5)

RESOLVED:

That it be noted that Messrs Tutengeni CC indicated that they could not attend the meeting.

5.9 **SWAKOPMUND MUNICIPALITY GRADE 10 & 12 REQUIREMENT QUALIFICATIONS**
(S/M/C 2021/03/31 - 4/3/1/1)

RESOLVED:

(a) That the advice received from the Ministry of Urban and Rural Development (attached as Annexure B), be noted.

(b) That Council remains with the decision taken on 29 October 2020, i.e. to require Grade 10 and Grade 12 when tertiary qualifications are required.

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

6.1 UNVEILING OF MONICA GEINGOS STREET, EXTENSION 10, MONDESA

(S/M/C 2021/03/31 - 16/14/1/5)

RESOLVED:

(a) That approval be granted to host the unveiling ceremony on 8 April 2021 in Swakopmund.

(b) That the Engineering and Planning Services Department be responsible for the planning and organising of the event.

(c) That the Office of the First Lady be informed that the unveiling ceremony will take place on 8 April 2021.

(d) That Monica Geingos Street be levelled before the unveiling.

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10 (B) MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 15 APRIL 2021

2. CONFIRMATION OF MINUTES

(M/C 2021/03/11 - 5/2/1/1/2)

2.1 MINUTES OF THE ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 11 MARCH 2021

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

RESOLVED:

CO: A
GM: CS&HC

That the Minutes of the Ordinary Management Committee meeting held on 11 March 2021 be confirmed as correct.

2.2 MINUTES OF THE SPECIAL MANAGEMENT COMMITTEE MEETING HELD ON 31 MARCH 2021

On proposal of Councillor B R Goraseb and seconded by Councillor M Henrichsen it was:

RESOLVED:

CO: A
GM: CS&HC

That the Minutes of the Special Management Committee meeting held on 31 March 2021 be confirmed as correct.

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

7.1 CONSENT FOR THE ESTABLISHMENT OF AN AGGREGATE QUARRY BY NONIDAS INDUSTRIA (PTY) LTD ON PORTION 23 OF FARM 163, SWAKOPMUND

(M/C 2021/04/15 - 16/1/3/4)

CO: P
GM: CS&HC

RESOLVED:

That the applicant be invited to make a presentation to the Management Committee on a date to be determined by the Chief Executive Officer.

7.4 URGENT REQUEST TO SUPPLY WATER TO ALL RESIDENTS IN RESPECTIVE RURAL AREAS, SETTLEMENTS, VILLAGES, TOWNS AND MUNICIPALITIES

(M/C 2021/04/15 - 3/11/1/2/1/5)

RESOLVED:

That Council reverts to the token system and explore prepaid meter systems together with restricted water supply hours in the informal areas so as Council to be able to cushion itself financially.

7.9 CHANGE OF OWNERSHIP OF AVIATION FUEL ASSETS AT THE SWAKOPMUND AIRFIELD FROM SHELL TO SOUTHERN ENERGY COMPANY

(M/C 2021/04/15 - N 9/1)

CO: P
GM: CS&HC

RESOLVED:

That this item be referred back and that it be resubmitted to the Management Committee.

7.11 INCREASE OF WARD CLEANING GROUPS IN SWAKOPMUND AND EXTENSION OF BUDGET

(M/C 2021/04/15 - M 2)

Acting GM: HS & SWM

RESOLVED:

That this item be referred back and that the selection criteria be submitted to the Management Committee.

7.12 PLAN OF ACTION FOR FIRE BRIGADE VEHICLES AND EQUIPMENT

(M/C 2021/04/15 - 4/2/4/1/2/1)

GM: EDS

RESOLVED:

That the Annual Operation Plan, including schedule a fire hydrant inspection schedule, be resubmitted to the Management Committee.

7.14 **ERONGO RED: BOARD OF DIRECTORS REPORT ENDING MARCH 2020**
(M/C 2021/04/15 - 11/1/4/17)

RESOLVED:

CEO

That the report submitted by Council's Erongo RED Board of Directors ending January 2021, be noted.

7.15 **FEEDBACK REPORT ON THE SALE OF 66 ERVEN LOCATED IN EXTENSIONS 1, MATUTURA**
(M/C 2021/04/15 - 16/1/4/2/1/14)

CO: P
GM: CS&HC

RESOLVED:

That the Feedback Report on the Sale of 66 Erven Located in Extensions 1, Matutura, be noted.

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8. **POLICY MATTERS**

8.1 **DRAFT CAPITAL AND OPERATIONAL BUDGETS FOR 2021 / 2022 FINANCIAL YEAR**
(M/C 2021/04/15 - 3/1/1/1/1, 3/1/2/1)

RESOLVED:

GM: F

That this item be referred back and be resubmitted to the Special Management Committee scheduled for 22 April 2021.

8.4 **PROPOSAL BY SALT COMPANY (PTY) LTD:**

- ***PURCHASE OF MINING AREAS K AND L***
- ***FENCE-OFF OF THE MINING PROPERTY***
- ***REDUCTION OF LEASE AREA***

(M/C 2021/04/15 - 16/1/3/4)

RESOLVED:

That this item be referred back and that an "in loco" inspection be arranged for Councillors.

8.5 **PROPOSAL: HOSTING THE IRONMAN 70.3 TRIATHLON IN SWAKOPMUND**
(M/C 2021/04/15 - 5/2/4/5)

RESOLVED:

That this item be referred and that Messrs Ironman Group be invited for a presentation on a date to be determined by the Chief Executive Officer.

8.6 **REQUEST OF ASSISTANCE BY DRC PLANNING COMMITTEE**
(M/C 2021/04/15 - 11/1/4/16)

RESOLVED:

That the DRC Planning Committee be invited for an audience with the Management Committee on a date to be determined by the Chief Executive Officer.

8.8 **SWAKOPMUND DRAFT ENVIRONMENTAL POLICY**
(M/C 2021/04/15 - 1/1/2/15)

GM: HSSWM
CO: A
GM: CS&HC

RESOLVED:

(a) **That the Draft Environmental Policy be approved, *in principle*.**

(b) **That the Draft Environmental Policy be submitted to the Municipal lawyers for scrutiny and proposed amendments.**

(c) **That the Draft Environmental Policy be shared on Municipal media platforms.**

8.9 **ALAN / AMICAALL: PAYMENT OF MEMBERSHIP FEES**
(M/C 2021/04/15 - 5/6/1)

CEO
GM: F

RESOLVED:

(a) **That only 50% of the membership fee to ALAN be paid and that ALAN be requested to implement reforms.**

(b) **That Council do not affiliate to AMICALL anymore.**

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9. **PERSONAL MATTERS**

9.1 **TRAINING OF THE HEALTH AND SAFETY REPRESENTATIVES**
(M/C 2021/04/15 - 3/15/1/5/2)

GM: HS & SWM

RESOLVED:

(a) **That the Management Committee approves the 2-day training for the Health and Safety Representatives.**

(b) **That the Health & Safety Officer be permitted to call for sealed quotations from qualified service providers.**

(c) **That the 2-day training workshop be funded the relevant Departmental Training Vote(s).**

(d) **That should the funds referred to in (c) above, be insufficient that it be funded from Vote:300015535500 (Baseline Risk Assessment (where N$170 000.00, is available.**

10.3 **SPONSORSHIP AND DONATION REPORT - MESSRS DESTINATION SWAKOPMUND**
(M/C 2021/04/15 - 14/1/4/2, 7/1/1/6)

CO: M&C
GM: CS&HC

RESOLVED:

(a) That the sponsorship report of the funds allocated to Messrs Destination Swakopmund for the financial year 2020/2021, since July 2020 until February 2021 (N$32 542.10), be noted.

(b) That, in future, all the requests for sponsorship from Messrs Destination Swakopmund be considered by the Sponsorship and Donations Committee and approved by the Management Committee.

(c) That the expenses for the marketing of Swakopmund through Messrs Destination Swakopmund be defrayed from the Destination Swakopmund Marketing Vote: 150515566000 where N$217 748.45 is available.

11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 15 APRIL 2021**

11.1.1 **TERMINATION OF A LEASE AGREEMENT OF MESSRS KAZAK AFRICAN EXPERIENCE CULTURAL TOURISM CC FOR LEASING A PORTION OF ERF 1316 AND ERF 2747, SWAKOPMUND**
(C/M 2021/04/29 - E 2747, 1316)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **10.4** page **23** refers.

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

1. **Purpose**

The purpose of this submission is for Council to consider the termination of the lease agreement of Messrs Kazak African Experience Cultural Tourism CC (herein after referred to as "KAECT") for leasing a portion of Erf 1316 and 2747, Swakopmund. The reason for the termination being that the lessee is not operational since the land was allocated to them and the lease agreement was signed in 2019.

2. **Background**

The lease transaction for a portion of Erf 1316 and Erf 2747, Swakopmund to KAECT started in 2010 following the application received from them to establish a cultural village. After various discussions, the Minister of Urban and Rural Development as per letter dated **23 June 2014** on file approved the lease of a portion of Erf 2747 and Erf 1316 to KAECT for a period of 5 years.

Council entertained further negotiations of the lease conditions and KAECT on **27 February 2018** applied for an extension of the lease period longer than the approved 5-year period. Council approved a longer lease period of 9 years and 11 months on **30 August 2018**, under item 11.1.1.

KAECT on **01 October 2018** signed a lease agreement for leasing a portion of Erf 2747 and Erf 1316, Swakopmund. Although the lease agreement was concluded by both parties, KAECT could not take up the lease site due to a dispute he has with Mr Peter van Ginkel of Swakopmund Paintball Adventure Centre (the adjacent lessee).

Subsequent to the signing of the lease agreement, various letters dated **25 October 2018**, **08 November 2018**, **07 February 2019** and **12 February 2019** were received from KAECT complaining about being denied access by Mr Peter van Ginkel hence he cannot

access the allocated site. He also raised a concern about the proposed fence to be erected on the common boundary of the two lease areas.

On **27 February 2019**, a meeting was held between Cooperate Services, Engineering Services, Mr Ismael #Naweseb and Mr Salomon who represent KAECT. At the meeting the following were agreed on:

(a) *Messrs KAECT was informed to go on site and verify whether the proposed access site is suitable where the low bushes/ shrubs are and then confirm such in writing.*

(b) *Engineering Services to provide a quotation for the removing of bushes and leveling of sand for the provision of access and entrance to the leased area of Messrs KAECT.*

(c) *That Engineering Services creates a new access through Erf 103 (Municipal Water Work erf) and adjacent to Erf 384, Swakopmund where the low shrubs are situated. The new access be connected to the road of Mr Van Ginkel to be able to access the leased area of Messrs KAECT.*

(d) *Messrs KAECT agreed to erect a 3 metre fence netting around the common boundary at his cost.*

(e) *Messrs KAECT was advised to submit a separate application duly motivated for a further extension of the lease period for Council consideration*

Subsequent to the meeting held with Messrs KAECT, his concerns were submitted to Council on **29 August 2019** and the following was resolved under item 11.1.2:

(a) *That the complaints received from Messrs Kazak African Experience Cultural Tourism CC, be noted.*

(b) *That Council approves the new access for Messrs Kazak African Experience Cultural Tourism CC to the lease area as per Annexure "E" (on file), at no cost to the applicant.*

(c) *That the lease period of 9 years and 11 months commences once the access referred in point (b) above is provided and that this amendment be contained in an addendum to the lease agreement.*

(d) *That Council waives the outstanding balance on the lease account of Messrs Kazak African Experience Cultural Tourism CC for leasing a portion of Erf 2747 and Erf 1316, Swakopmund as the area had no access when the lease agreement came into operation.*

(e) *That permission be granted to Messrs Kazak African Experience Cultural Tourism CC to fence the common boundary between his lease area and Swakopmund Paintball Adventure Centre with 3 (three) metre high netting at his cost.*

(f) *That it be noted that Health Services Department has removed refuse illegally dumped on the site.*

(g) That Messrs Kazak African Experience Cultural Tourism CC be informed that in terms of the Property Policy, Council does not permit the erection of permanent structures on leased properties.

The above decision was conveyed to KAECT on **04 September 2019** and Engineering Service was informed to create access for KAECT. On 12 September 2019, KAECT was informed that the access to the lease area was completed and an addendum to the lease agreement was forwarded to them for signing.

A copy of the lease agreement was issued to KAECT under cover of a letter dated 01 November 2019 and was requested in the same letter to provide a progress report in terms of clause 3 of the lease agreement regarding the activities.

It was observed that KAECT is not operational and that their services account is in arrears, Finance Department was requested on **09 March 2020** by Corporate Services Division to report on KAECT regarding the payments of his account. It was confired that their account was in arrears in the amount of N$ 19 701.95. Finance again on 14 July 2020 reported that KAECT's account was in arrears in the amount of N$ 35 463.51. It is unknown whether the said amount was calculated after the outstanding balance referred in point (d) of the above resolution was waived.

3. **Current Situation**

KAECT's business is not operational to date even though they have signed the lease agreement. No letters were received from KAECT to explain that they are experiencing difficulties hence they were served with a notice on 19 February 2021 (**Annexure "A"**) to rectify the breach of the condition of lease on / before the **12 March 2021**. They were also informed to pay their account which is in arrears in the amount of N$ 63 046.24. To date the account is in arrears at **N$70 927.02 (Annexure "B")** and no response was received from them on the due date.

A letter attached as **Annexure "C"** dated **01 April 2021** has now been received from Mr Peter van Ginkel of Swakopmund Paintball Adventure Centre (adjacent lessee) concerning the unsafe condition of the lease area allocated to Messrs KAECT not being fenced and the land became a walk through for people taking short cuts. Mr Van Ginkel proposes to enter into negotiations with Council to take over the lease area allocated to KAECT.

Taking into consideration that Messrs KAECT is not operational and that they are in breach of the conditions of lease in terms of Clause 12, it is proposed the lease agreement be termination and the proposal be invited from the public to develop the area in question.

For information purpose, the following is quoted from the lease agreement information:

6. Termination

6.7 Immediately upon this Agreement terminating, the Lessee shall physically vacate the Lease Area and return same to the Municipal Council of Swakopmund in the same good state of repair and order subject to reasonable fair wear and tear only.

*12. **BREACH***

12.1 In the event of a breach by the Lessee of this Agreement and the Lessee failing to remedy such breach within 21 (twenty-one) days of a notice by the Lessor, the Municipal Council of Swakopmund shall be entitled, without prejudice to any alternative or additional right of action or remedy, to cancel this Agreement without further notice and with immediate effect.

12.2 In the event of the Lessee failing to pay the Rent punctually on due date for and in respect of any two months during any period of six consecutive months during the subsistence of this Agreement, the Municipal Council of Swakopmund shall not be required to give notice on the occasion of a second such failure and shall accordingly be entitled to immediately, without prior notice, cancel this Agreement.

12.3 Clause 12.1 shall not be construed as excluding the ordinary lawful consequences of a breach of this Agreement by either Party (save for any consequences as are expressly excluded by any of the other provisions of this Agreement) and, in particular, any right of cancellation of this Agreement on the ground of a material breach going to the root of this Agreement.

12.4 In the event of the Municipal Council of Swakopmund having cancelled this Agreement, but the Lessee remaining in occupation of the Premises, with or without disputing the cancellation, the Lessee shall be liable to continue paying the Rent and any other amounts which would have been payable to the Municipal Council of Swakopmund but for the cancellation, without compromising its position following and without prejudice to the rights of the Municipal Council of Swakopmund consequent upon or affecting the cancellation.

12.5 In terms of section 45 of the Magistrates Court Act, 1944 (Act 32 of 1944) the Lessee consents to the jurisdiction of the Magistrates Court for or in respect of any matter arising from or incidental to this Agreement. The foregoing notwithstanding, the Municipal Council of Swakopmund shall, at its option, have the right to institute proceedings against the Lessee in the High Court of Namibia.

12.6 In the event of the Municipal Council of Swakopmund instituting legal proceedings against the Lessee, the Lessee shall be liable for all costs incurred by the Municipal Council of Swakopmund for or in connection with any proceedings contemplated in this Clause 12 on the scale as between attorney and own client, including, also, all collection- and tracing charges.

12.7 The Municipal Council of Swakopmund shall be entitled, at any time, and in its discretion to invoke the provisions of this Clause 12, notwithstanding any previous disregard by the Municipal Council of Swakopmund of any particular breach or breaches by the Lessee of this Agreement or previous permission, expressly or by implication, to perform otherwise than strictly in

accordance with the Lessee's obligations under this Agreement.

12.8 Should the Lessee fail to carry out any of its obligations under Clause 6, the Municipal Council of Swakopmund shall be entitled, without prejudice to any of its other rights or remedies, to effect the required item of maintenance, repair or replacement, and to recover the costs thereof from the Lessee on demand.

For Information:

Mr Van Biljon (owner of adjacent Erf 384, Swakopmund) on 29 July 2019 applied to purchase part of the lease area of KAECT and exchange it with a portion of his erf in order to change the shape of his erf to better accommodate the house thereon. His application was not considered as the intended area forms part of the leased land of KAECT. Should Council consider the termination of lease of KAECT, it is proposed that the application of Mr Van Biljon be submitted to Council for consideration prior to inviting development proposals from the public as it will affect the shape of the lease portion.

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

RECOMMENDED:

(a) That Council takes note of the rental arrears in the amount of N$70 927.00 by Kazak African Experience Cultural Tourism CC in respect of leasing a portion of Erf 1318 and Erf 2747, Swakopmund.

(b) That the Finance Department cancel the outstanding arrears since the deed of sale was not signed.

(c) That Council approves the cancellation of the lease agreement with Kazak African Experience Cultural Tourism CC for leasing a portion of Erf 1318 and Erf 2747, Swakopmund in terms of Clause 12 of the lease agreement.

(d) That the application of Mr Peter van Ginkel of Swakopmund Paintball Adventure Centre to take over the lease area leased to Messrs Kazak African Experience Cultural Tourism CC adjacent to his lease area, not be approved.

(e) That Council invites development proposals from the public to lease a portion of Erf 2747 and Erf 1316, Swakopmund.

ANNEXURE "A"

MUNICIPALITY OF SWAKOPMUND

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

Ref No: **E2747**

Enquiries: **Ms M Sheehama**

19 February 2021

Kazak Africa Experience Culture Tourism CC
P O Box 3526
Vineta
Swakopmund
13003

Attention: Mr Ismael Isak #Naweseb — kazaknaweseb@gmail.com

Dear Sir

NOTICE TO RECTIFY BREACH OF THE LEASE AGREEMENT: A PORTION OF ERF 1316 AND 2747, SWAKOPMUND

I refer to the lease agreement that was signed by you on **03 October 2018** and the subsequent addendum signed on **17 October 2019**.

In terms of the lease agreement, you undertook to commence with the lease from 01 October 2019. During several inspections of the property, it was observed that there has been no activity and your business is not operational. You are therefore, in breach of the terms and conditions of the agreement.

As per statement attached, our Finance Department confirmed that your lease account is in arrears with **N$ 63 046.24** and no payment has been received to date. We have also not had any communication from you.

In terms of Clause 12.1 of the lease agreement you are given notice of 21 days to rectify the breach by **Friday, 12 March 2021.**

Clause 12.1 and 12.2 stipulate the following:

"12.1 In the event of a breach by the Lessee of this Agreement and the Lessee failing to remedy such breach within 21 (twenty-one) days of a notice by the Lessor, the Municipal Council of Swakopmund shall be entitled, without prejudice to any alternative or additional right of action or remedy, to cancel this Agreement without further notice and with immediate effect.

12.2 In the event of the Lessee failing to pay the Rent punctually on due date for and in respect of any two months during any period of six consecutive months during the subsistence of this Agreement, the Municipal Council of Swakopmund shall not be required to give notice on the occasion of a second such failure and shall accordingly be entitled to immediately, without prior notice, cancel this Agreement".

Should you fail to rectify the breach on or before **12 March 2021**, we will have no option but to terminate the agreement.

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

Yours faithfully

MPC Swarts
GM: CORPORATE SERVICES & HC
/ms
Copy:
GM: Finance

Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

KAZAK AFRICAN EXP. CULTURAL TOURISM CC
P O BOX 3526
VINETA
9000

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2021/01/15
Account Number	01000063539
Reference	20210116-1191
Deposit	3426.43

Details/Meter Readings		
Previous	Present	Consumption

Meter Readings Dates	
Previous	Current

Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
12/16	BALANCE B/FWD		0.00	59105.85	59105.85
01/15	LEASE OF AN AREA AT PTN OF		533.96	3426.43	3940.39
Total			533.96	62532.28	63046.24

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	51225.07	3940.39	3940.39	3940.39	63046.24

MESSAGE

PLEASE NOTE: ACCOUNTS ARE PAYABLE ON OR BEFORE 8 FEBRUARY 2021.

Property Information			
Stand No.	00000000	Ward	1
Township	001 001 DUMMY		
Street Address	LEASE OF LAND PRT 1316 & ERF 2747 SS		
Portion	00000		
Area	1		
Unit	001/001/00000000/00000/0000/0000		

Details of Property Assessment	
Valuation	
Land	Improvements
Building Clause	
Valuation	Date
Annual Levy	

KINDLY TEAR OFF AND RETURN WITH PAYMENT

Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2021/02/08
KAZAK AFRICAN EXP.	Account No.	01000063539
REMITTANCE ADVICE	Amount	63046.24

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519140
E-Mail for confirmation: payments@swkmun.com.na

BO080-Current Account Details

ANNEXURE 'B"

Owner | Erf | Acct | O/T | Meter | Age A | Sum | CR

Account Number: 01000063539 TENANT KAZAK AFRICAN EXP CULTURAL TOURISM
Term-D:
Clearance Appl.Date:
Clear Cert.Print: N
Sect-Title:
Clear.Dates from:
to:
ID:
Total H/O:
Deb Tp: 01 - SUNDRY

Stand: 001 001 00000000 00000 0000 0000
Addr: 0 SUNDRY ACCOUNTS
Post.Add: P O BOX 3526
VINETA

9000
Cmplx:
Coll:

202103 PENDING / UNALLOCATED Receipts 0.00

Options	Tran Date	Description	Reference	Tariff	Debit	Credit	Vat
Option	20210217	BALANCE B/F			66986.63		
Option	20210318	LEASE OF AN			3426.43		513.96
Option		TOTAL			70927.02		
Option			CURRENT	BAL:	70927.02		
Option		CASH UNTIL-	20210331				
Option							
Option							
Option							
Option							
Option							

No-Dep: 1 No-Notes: 17 No-Ext/Arr: Due-Date: 20210407

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MEMORANDUM

To	:	The GM: Finance
From	:	The GM: Corporate Services & HC
Date	:	08 July 2020
Reference No	:	E2747 & 19.03.03

Municipality of Swakopmund
10 JUL 2020
Finance

LEASE OF A PORTION OF ERF 1316 AND ERF 2747, SWAKOPMUND- KAZAK

Reference is made to our memo (attached) dated 09 March 2020 in which we request your office to advise what action has been taken against the lessee for not paying his account.

It is a requirement of contract management that we need to enforce the conditions of lease thus we request your office to provide the outstanding balance on Kazak's lease account.

Mr M P C Swarts
GM: CORPORATE SERVICES & HC

/ms

MEMORANDUM

To	:	The GM: Finance
From	:	The GM: Corporate Services & HC
Date	:	09 March 2020
Reference No	:	E2747 & 19.03.03

LEASE OF A PORTION OF ERF 1316 AND ERF 2747, SWAKOPMUND

Messrs KAZAK African Experience Cultural Tourism CC (Messrs KAECT) commenced to lease a portion of Erf 1316 and 2747; Swakopmund on 01 October 2019 as per Council's resolution of 29 August 2019 item 11.1.2 (Council's resolution is attached). A copy of the signed lease agreement was also sent you to start levying the rental fee as from the commencement date.

As per the statement attached dated 17 February 2020, Messrs KAECT's account is in arrears in the amount of N$ 19 701.95. Kindly advise if any action has been taken against the lessee to pay the arrears in terms of Credit Control Policy.

Mr M P C Swarts
GM: CORPORATE SERVICES & HC

/ms

MUNICIPALITY OF SWAKOPMUND

☎ (064) 4104100
🖷 088 651 9124
✉ 53 Swakopmund
NAMIBIA
Web www.swkmun.com.na
@ swkmun@swkmun.com.na

Ref No: 19.03.08.2747
E 2747

Enquiries: Mr H INaruseb

14 July 2020

Messrs Kazak African Experience Cultural Tourism cc
P O Box 3526
VINETA
13003
(kazaknaweseb@gmail.com)

Dear Sir / Madam

RE: PAYMENT OF YOUR LEASE SUNDRY ACCOUNT – 01000063539.

We make reference of the subject matter

As per attached statement of your sundry account in respect of your lease agreement, for erf 2747, Swakopmund are in arrears.

You are further requested to contact the author of this letter at your earliest convenience.

Yours faithfully.

H INaruseb (Mr.)
GENERAL MANAGER: FINANCE
HN

Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

KAZAK AFRICAN EXP. CULTURAL TOURISM CC
P O BOX 3526
VINETA
9000

TAX Invoice	
VAT No.	0687646-01-5
Statement Date	2020/06/18
Account Number	01000063539
Reference	20200619-1190
Deposit	3426.43

Details/Mater Readings		
Previous	Present	Consumption

Meter Readings Dates	
Previous	Current

Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
05/15	BALANCE B/FWD		0.00	31523.12	31523.12
06/18	LEASE OF AN AREA AT PTN OF		513.96	3426.43	3940.39
Total			513.96	34949.55	35463.51

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	23642.34	3940.39	3940.39	3940.39	35463.51

MESSAGE

PLEASE NOTE: ACCOUNTS ARE PAYABLE ON OR BEFORE 7 JULY 2020.

Property Information			
Stand No.	00000000	Ward	1
Township	001 001 DUMMY		
Street Address	LEASE OF LAND PRT 316 & ERF 2747 SS		
Portion	00000		
Area	1		
Unit	001/001/00000000/0000/0000/0000/0000		

Details of Property Assessment	
Valuation	
Land	Improvements
Building Clause	
Valuation	Date
Annual Levy	

KINDLY TEAR OFF AND RETURN WITH PAYMENT

Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2020/07/07
KAZAK AFRICAN EXP.	Account No.	01000063539
REMITTANCE ADVICE	Amount	35463.51

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519140
E-Mail for confirmation: payments@swkmun.com.na

ANNEXURE "C"

Swakopmund Municipality
P.O Box 53
Swakopmund

23 April, 2021

P.O Box 788,
Swakopmund

The CEO Swakopmund Municipality
Dear Sir

Re: Lease Area of Mr Kazak

Dear Sir
As we are all aware that a lease agreement between the Swakopmund Municipality and Mr Kazak Is in place but nothing has happened in the past two years.
The area has really become an eyesore.
I have not seen Mr Kazak on site for the last year and a half at all.
His contract also states that he needs to put up a fence between the two sites regarding the safety of the said area. However this has not yet been done.
It has become a walk through for people taking short cuts.
I had to appoint security guards to keep my area safe as there are no fences.

I have invested a lot over the last year during Covid under difficult circumstances. And therefore would like to request the municipality to inform Mr Kazak to put up his fence as agreed.
If Mr Kazak cannot do this, I will gladly enter in negotiations with Council to take over his lease agreement.
The Covid pandemic has put a damper on external investments such as our Helium balloon but as soon as the world open up we wil go ahead with this.
The new mini golf course has been build and is up and running
It has become very apparent that something needs to be established for our youth in Swakopmund and therefore I want to establish a water park and play park , as well as a bicycle off road course for kids and adults alike and want to get the local community more involved.

Kind Regards
Peter H Baron van Ginkel

Swakopmund Paintball Centre

ADDENDUM TO THE MEMORANDUM OF AGREEMENT
for the lease of certain:
Portion of land situated on Erf 1316 and Erf 2747, Swakopmund

entered into by and between

THE MUNICIPAL COUNCIL OF SWAKOPMUND

Herein represented by

ALFEUS BENJAMIN in his capacity as Chief Executive Officer

OR

MARCO PETER CLIFF SWARTS OR CLIVE LESLEY LAWRENCE OR HELLAO INARUSEB OR CLARENCE McCLUNE
(in their respective capacities as Acting Chief Executive Officer)

AND

ERKKIE SHITANA in his capacity as Chairperson of the Management Committee

OR

KLEOPAS JASON NGWENA in his capacity as Alternate Chairperson of the Management Committee

The above are acting by virtue of authority granted in terms of Section 31 A(a) of the Local Authorities Act, Act 23 of 1992 as amended.

(hereinafter referred to as the "COUNCIL")

AND

KAZAK AFRICAN EXPERIENCE CULTURAL TOURISM CC

(hereinafter referred to as the "LESSEE")

RECORDAL:

WHEREAS the Council and the Lessee entered into an Agreement of Lease on 01 October 2018 (the Main Agreement) in respect of Portion of land situated on Erf 1316 and Erf 2747, Swakopmund (Lease Area);

AND WHEREAS the Lessee could not gain reasonable access to the lease site;

AND WHEREAS the Council resolved to suspend the lease agreement until such time access is provided to the site;

AND WHEREAS Council resolved to waive all rentals monies due until such date as access is granted to the lease site;

AND WHEREAS the Parties are desirous to amend certain terms contained therein.

NOW THEREFORE THE PARTIES HERETO AGREE A FOLLOWS:

1. **Access**

   Council has created an access to the Lease Area at no cost to the Lessee on 12 September 2019.

2. **Lease Period**

   Notwithstanding the date of signature hereof, the lease period of 9 (nine) years and 11 (eleven) months shall commence on 01 October 2019 and expire on 31 August 2029.

3. **Lease amount and Outstanding Balance**

3.1 The Lessee shall, as per the Main Agreement pay to the Council rental in the amount of **N$ 3,426.43** (Three Thousand Four Hundred and Twenty Six Namibian Dollar and Forty Three Cents) (plus VAT) per month, which amount is payable as from **01 October 2019**.

3.2 The payment of the Rental amount which has accrued to the Council in terms of the Main Agreement in respect of the period **01 October 2018 to 30 September 2019** and which amount is outstanding, is waived by the Council. For the avoidance of doubt, it is recorded that the Lessee is not liable to the Council for rental for the aforementioned period.

3.3 The Rental amount shall escalate annually as provided for in terms of Clause 5.3 of the Main Agreement.

4. **Permission to erect a fence**

The Lessee is hereby granted permission to erect a fence on the common boundary between the Lease Area and Swakopmund Paintball Adventure Centre with 3 (three) metre high netting. The cost of erecting the fence shall be borne by the Lessee and at no cost to the Council.

5. **Prohibition against the erection of permanent structures on the Premises**

Without derogation from *inter alia* Clauses 6.1.12 and 6.3 of the Agreement, it is reiterated that the Lessee is not permitted to erect any permanent structures on the Lease Area.

Save for the aforegoing amendment, the remainder of the terms of the Main Agreement remain unchanged.

THUS DONE AND SIGNED AT SWAKOPMUND ON THIS 29 DAY OF October 2019.

AS WITNESS:

(Signature)

(Signature)

MUNICIPAL COUNCIL OF SWAKOPMUND (CHIEF EXECUTIVE OFFICER or ACTING CHIEF EXECUTIVE OFFICER).

Name: ALFEUS NGHIFANWA

Capacity: CHIEF EXECUTIVE OFFICER

THUS DONE AND SIGNED AT SWAKOPMUND ON THIS 29 DAY OF October 2019.

AS WITNESS:

(Signature)

(Signature)

MUNICIPAL COUNCIL OF SWAKOPMUND (CHAIRPERSON OF THE MANAGEMENT COMMITTEE or ALTERNATE CHAIRPERSON OF THE MANAGEMENT COMMITTEE)

Name: ERKKIE SHITANJA

Capacity: CHAIRPERSON OF THE MANAGEMENT COMMITTEE

THUS DONE AND SIGNED AT SWAKOPMUND THIS 17 DAY OF OCTOBER 2019.

AS WITNESS:

(Signature)

(Signature)

KAZAK EXPERIENCE TOURISM CC

AFRICAN CULTURAL

Name: ISMAEL ISAK ǂNAUSES

Capacity: LESSEE

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MEMORANDUM OF AGREEMENT

(In the case of Lease:

Portion of land situated on Erf 2318 and Erf 2347, Swakopmund

entered into by and between

THE MUNICIPAL COUNCIL OF SWAKOPMUND

Herein represented by

MARCO PETER CLIFF SWARTS OR CLIVE LESLIE LAWRENCE OR HELLAO NAMUSHI OR MICHAEL NATANGWE HINGE

AND

ERONGO SHILIANA OR ILLOPAS JASON NGHENA

(In their respective capacities as Chief Executive Officer or acting Chief Executive Officer and Chairperson or Alternate Chairperson of the Management Committee)

The above acting by virtue of authority granted in terms of Section 31 A(1) of the Local Authorities Act, Act 23 of 1992 as amended.

(hereinafter referred to as the "COUNCIL")

AND

KAZAK AFRICAN EXPERIENCE CULTURAL TOURISM CC

(hereinafter referred to as the "LESSEE")

Initials: Council Initials: Lessee

1. PARTIES

The parties to this Agreement are:

1.1 the Municipal Council of Swakopmund, a municipal council as referred to in Section 6(1)(b) of the Local Authorities Act 23 of 1992 as amended, represented herein by:

1.1.1 the Chief Executive Officer for the time being, including, for the avoidance of doubt, the Acting Chief Executive Officer and any successor to that position (whether in an acting, temporary or permanent position); or

1.1.2 General Manager: Engineering Services (including, the incumbent and any successor to that position (whether in an acting, temporary or permanent position); or

1.1.3 General Manager: Community Development Services (including, the incumbent and any successor to that position (whether in an acting, temporary or permanent position); or

1.1.4 General Manager: Finance (including, the incumbent and any successor to that position (whether in an acting, temporary or permanent position); or

1.1.5 General Manager: Corporate Services & HR (including, the incumbent and any successor to that position (whether in an acting, temporary or permanent position); or

1.1.6 General Manager: Health Services (including, the incumbent and any successor to that position (whether in an acting, temporary or permanent position);

and

1.1.7 The Chairperson of the Management Committee (including, the incumbent and any successor to that position (whether in an acting, temporary or permanent position); or

1.1.8 The Alternate Chairperson of the Management Committee (including, the incumbent and any successor to that position (whether in an acting, temporary or permanent position); or

1.1.9 any staff member of the Municipal council of Swakopmund generally or specially authorised thereto by the council concerned pursuant to Section 81A of the Local Authorities Act 23 of 1992.

Council Initials: Lessee Initials:

AND

1.2 Kazak African Experience Cultural Tourism CC, with Registration Number CC/2013/00577 and represented herein by Mr. Jamesi Isak Gaweseb, duly authorised by Resolution.....

with their respective addresses in Clause 14 hereunder.

2. INTERPRETATION

2.1 In this document, except in a context indicating that some other meaning is intended:

2.1.1 "Annexures" shall mean Annexure "A" (Diagram of the Lease Area), Annexure "B" (Abbreviation) and Annexure "C" (List of Animals to be kept on Premises);

2.1.2 "this Agreement" means this document and the Annexures;

2.1.3 "Commencement Date" means 01 October 2018;

2.1.4 "Lease Area" means Portions of Erf 2947 and Erf 2346 in the local authority area of Swakopmund, measuring 1,2844 (One comma Three Eight One Four) hectares, as indicated in the Diagram attached hereto, marked Annexure "A";

2.1.5 "Lease Period" means the initial 9 years and 11 months commencing on from 1 February 2018;

2.1.6 "the Lessee" means Kazak African Experience Cultural Tourism CC, with Registration Number CC/2013/00577;

2.1.7 "Notice" means any communication in terms of or in connection with this Agreement including, but not limited to any notice, request, demand, relaxation or waiver;

2.1.8 "Parties" means the Municipal Council of Swakopmund ("the Lessor") and Kazak African Experience Cultural Tourism CC ("the Lessee"), jointly or severally, depending on the context in which it is;

2.1.9 "Person" means both natural and legal persons, and includes, without limiting the generality, partnerships, trusts, corporate entities, executors, administrators, successors and assigns;

2.1.10 "Rent" means the amount referred to in Clause 5.1, including the escalated amount as provided for in Clause 5.3;

2.1.11 "Diagram" means the Diagram annexed hereto depicting the Lease Area as well as access to the Lease Area;

2.1.12 expressions in the singular also denote the plural, and vice versa;

2.1.13 words and phrases denoting natural persons refer also to juristic persons, and vice versa; and

2.1.14 pronouns of any gender include the corresponding pronouns of the other genders.

2.2 Provisions in this document imposing a restraint, prohibition or restriction on the Lessee shall be interpreted that not only the Lessee must strictly, but the Lessee is also obliged to ensure that persons on or about or on any part of the Lease Area through, under, by consequence with, or at the instance of the Lessee, including (without limiting the generality of this position) the Lessee's employees, suppliers, agents, patrons and invitees, comply with any restraint, prohibition or restriction.

2.3 A reference in 'days' in this Agreement is to every calendar day of the week unless qualified by the word 'business', which then is a reference to week days other than Saturdays, Sundays or public holidays declared under the PUBLIC HOLIDAYS ACT, 1994 (Act 36 of 1994) ("Public Holiday").

2.4 Periods in days in this Agreement shall be calculated exclusively of the first and inclusively of the last day of such period.

2.5 In the event that payments in terms of this Agreement fall due on a Sunday or Public Holiday, the date for payment shall be postponed to the immediately following business day.

2.6 Words or phrases are defined in a particular clause in this Agreement, unless it is clear from the context that the definition is limited to that clause only, shall bear such meanings generally in this Agreement.

2.7 Clause headings in this Agreement and the Annexures are for reference purposes and a better understanding of the provisions contained in this Agreement and shall not influence the interpretation of the subject matter

Council Initials: Lessee Initials:

of this Agreement or any of its provisions.

2.8 In the event of any inconsistencies or conflicts between the provisions of this document and the Annexures, the provisions in this document shall prevail.

2.9 This Agreement is governed under South African law.

3. THE LEASE

3.1 The parties record that subject to the terms of this Agreement, the Municipal Council of Swakopmund lets and the South African Experience Cultural Tourism CC lease the Leased Area from the Municipal Council of Swakopmund for cultural tourism activities, including serving African cuisine, cultural shows, theatre, public activities, education programme, cultural training, exhibitions, family cultural meetings, arts and craft music, dance, drama and performance etc.

3.2 This Lease is subject to the following special conditions:

(i) That the lease was authorised by the Ministry of Urban and Rural Development and was advertised in terms of the Local Authorities Act 23 of 1992;

(ii) That access to the Leased Area be granted over the Lease Area of the neighbouring property occupied by the SWA was Chief of Mission Swakopmund Public Affairs;

(iii) The exact entrance, size and route shall be determined by an official of the Engineering Services Department, together with the Lessee and the SWA was Chief of Mission Swakopmund Public Affairs;

(iv) That the common boundary between the Lease Area of the Lessee and that of the SWA was Chief of Mission Swakopmund Public Affairs be secured by a (fence) metre high netting, at the cost of the Lessee, to avoid any accident;

(v) That no fences or plants be removed or damaged except for the access area, which will be cleared at the cost of the Lessee;

(vi) That the Lessee cause, subject to biannual reporting to the Municipal Council of Swakopmund, keep statistics, a limited number of which are not other but on the lease premises subject to obtaining permission from the

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relevant regulatory authorities responsible for the granting of such permission.

4. DURATION

4.1 This agreement shall endure for the Lease Period, i.e. a fixed period of 9 years and 11 months, calculated from the Commencement Date being 01 October 2020. Upon the expiry of the Renewal Period this agreement shall terminate by effluxion of time.

4.2 Notwithstanding the term of Lease Period, this agreement shall be terminable by 3(three) months' written notice given by one party to the other, provided that the Lessee shall not terminate the lease on written notice as herein referred to during the first 3 years of the Renewal Period except in the event that it requires the Premises for its own use, which may include (but is not limited to) the development of residential, commercial or industrial erven; the further expansion of Swakopmund town or for the development of infrastructural services for Swakopmund town.

4.3 Before the expiry of the Renewal Period, the Lessee shall have the right to approach and to propose to the Lessor a further extension of the duration of this agreement to commence after the expiry of the Renewal Period, which proposed extension of this agreement the Lessor shall not be obliged to accept.

4.4 Should the Lessee wish to exercise the aforesaid right to propose an extension of the agreement, it shall provide the Lessor with a written notice of its intent to do so and which notice shall be delivered not less than six months prior to the termination of the Renewal Period. The notice shall record the proposed terms of the extension of this agreement.

4.5 Upon receipt of the notice, the Lessor shall consider, but shall not be obliged to

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accept the proposed extension of the agreement at its proposed terms.

5. CONSIDERATION

Rent

5.1 The Lessee, in consideration for the Lease contemplated in and under this Agreement, shall pay, subject to the provisions of this Clause 5, to the Municipal Council of Swakopmund the Rent in the amount of N$3,416.43 (Three Thousand Four Hundred and Twenty Six Namibian Dollar and Forty Three Cents) (plus VAT) per month.

5.2 The Lessee is liable to also pay or reimburse, as the case may be, Value-Added Tax ("VAT") in accordance with the Value Added Tax Act, 2000 (Act 14 of 2000) and any other fiscal charge (other than income tax) for which the Municipal Council of Swakopmund is or may become liable to pay under or in connection with this Agreement from time to time.

5.3 The Rent shall escalate at the rate of 10% per annum with the first increase being on 1 July 2015 and thereafter on the 1st July of each succeeding year of the Lease Period.

Payment

5.4 The Rent and VAT thereon shall be paid into the bank account of the Municipal Council of Swakopmund as set out hereunder, monthly in advance on or before the seventh day of each month free of exchange, bank commissions and without deduction or set-off

Bank:	First National Bank
Account Name:	Municipality of Swakopmund
Branch:	Swakopmund
Account Number:	62240503103
Branch Code:	280439

or at such other place, manner or form as the Municipal Council of Swakopmund from time to time by written notice to the Lessee determines.

5.5 Immediately upon any payment being made under this Agreement, the Lessee must furnish to the Municipal Council of Swakopmund proof

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thereof. If payment is effected by debit order, the Lessee must furnish proof of the debit order instruction. Every payment shall bear a reference to the Leased Area and the Lessee.

5.6 The Lessee shall be liable for interest on all overdue amounts payable under this Agreement in accordance with such rates as are prescribed under and in accordance with the Prescribed Rate of Interest Act, 1975 (Act 55 of 1975).

Deposit

5.7 On the Commencement Date, the Lessee shall pay to the Municipal Council of Swakopmund an amount equal to the Rent, namely N$3,416.43 (Three Thousand Four Hundred and Twenty Six Namibian Dollar and Forty Three Cents) (plus VAT) (hereinafter referred to as "the Deposit"), which sums the Municipal Council of Swakopmund may apply, in whole or part, in reduction of any amounts due and not paid by the Lessee under or in connection with this Agreement.

5.8 Whenever during the subsistence of this Agreement the Deposit is applied pursuant to Clause 5.7 in whole or in part, or if the Rent is increased, the Lessee shall, on demand, reinstate or increase, as the case may be, the Deposit so being the intention that the Deposit should at all times equal the sum and amount of one month's Rent.

5.9 Upon the termination of this Agreement, the Municipal Council of Swakopmund shall refund to the Lessee, free of interest, the Deposit or any balance thereof, as the case may be, unless the deposit or any part thereof has been applied under the provisions of Clause 5.7 above.

Additional Charges for Services

In addition to paying the Rent, the Lessee shall:

5.10 reimburse the Municipal Council of Swakopmund monthly in arrears or before the due date specified in the invoice reflecting the amount(s) to payable, with the cost of the latter to be borne by it; or

5.11 pay the cost of electricity and/or gas or any other service consumed on the Leased Area directly to whomsoever shall have levied such charges.

6. LESSEE'S OBLIGATIONS

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General

6.1 The Lessee shall

6.1.1 acquire and maintain all licences, conformity with all conditions, standards and requirements governing or pertaining to the Lessee's business and activities on the Premises;

6.1.2 keep the Premises clean and tidy;

6.1.3 not use the Premises or allow it to be used, in whole or part, for any purpose other than the Lessee's business or practice;

6.1.4 not carry, indulge or permit or other Persons lawfully on or about the Lease Area;

6.1.5 not bring onto the Lease Area any article which, by reason of its weight or other characteristics, is liable to cause damage to the Property or Persons;

6.1.6 not contravene any of the conditions of title of the Property or any of the laws, rules or regulations allowing the Municipal Council of Stellenbosch, other lessees or Persons lawfully on or about the Property;

6.1.7 not disturb the peace or cause any nuisance on the Property;

6.1.8 not leave refuse or allow it to accumulate in or about the Premises or the Property, except in the refuse bins or containers on the Property provided for such purpose;

6.1.9 not interfere with the water line or any other installations or systems in the Premises, except as may be required to enable the Lessee to perform its maintenance and repair duties in terms of this Agreement;

6.1.10 take all reasonable precautions to prevent blockages and obstructions from occurring to the drains, sewerage pipes and water pipes connected to or serving the Premises;

6.1.11 provide, at the Lessee's own expense, all temporary structures required on the Premises to be able to conduct its business activities, subject to the prior written approval of the Lessor;

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6.1.12 have with the prior written consent of and to the satisfaction of the Engineering Services Department of the Municipal Council of Stellenbosch, which consent shall not be unreasonably withheld,

(i) constructed any temporary structures on the Premises, which temporary structures shall be structurally and technically acceptable;

(ii) paint, affix or attach to the Premises or on the Property signs, notices, markings or examples;

(iii) keep any such signs, notices, markings or examples in good order, condition and repair;

6.1.12 comply with all conditions laid down by the Engineering Services Department and Health Services Department of the Municipal Council of Stellenbosch, as well as all other relevant municipal regulations pertaining to the business of the Lessee on the Premises. Without derogating from the aforementioned, specific reference is made to Section 24 of the General Health Regulations regards to the Keeping of Animals, Birds and Poultry.

6.1.13 obtain the required permission from the Ministry of Environment and Tourism and/or other relevant authorities to keep the animals referred to in Annexure "C" hereto.

Maintenance and Repairs

6.2 The Lessee shall at the Lessee's own expense and without recourse to the Municipal Council of Stellenbosch:

6.2.1 during the subsistence of this Agreement maintain in a good state of repair and order, the Premises and all parts thereof;

6.2.2 promptly repair or make good any damage occurring in the Premises from time to time during the subsistence of this Agreement, whenever the cause of such damage, and including damage to any Bursts or fitting, and replace all such items, which have been broken, lost or destroyed (again regardless of the cause thereof).

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Alterations, Additions and Improvements

6.3 The Lessee shall not erect any permanent structure on the Lease Area (for purposes of this agreement "permanent structure" is any type of roof structure whether it be cardboard, zinc, asbestos or iron with a cement floor).

6.4 In the event that the Lessee does alter, add to, or improve the Lease Area in any way, whether in breach of Clause 6.3 or not, the Lessee shall, if so required by the Municipal Council of Stellenbosch, return the Lease Area on the termination of this Agreement, to the condition it was prior to such alterations, additions or improvements having been made. The requirement by the Municipal Council of Stellenbosch in this regard may be communicated to the Lessee at any time, but not later than the tenth day after the Lessee has validly vacated the Lease Area. This Clause 6.4 shall not be construed so as to exclude any other or further remedy which the Municipal Council of Stellenbosch may have in consequence of a breach by the Lessee as aforesaid in Clause 12.

6.5 Save for any improvements which is removed from the Lease Area as required by the Municipal Council of Stellenbosch in terms of Clause 6.4, all improvements made to the Lease Area shall belong to the Municipal Council of Stellenbosch and may not be removed from the Lease Area at any time.

6.6 The Lessee shall not have any claim for compensation for any improvements to the Lease Area, unless the improvement was consented to by the Municipal Council of Stellenbosch in writing on the express basis that the Lessee would be so compensated.

Termination

6.7 Immediately upon this Agreement terminating, the Lessee shall physically vacate the Lease Area and return same to the Municipal Council of Stellenbosch in the same good state of repair and order subject to reasonable fair wear and tear only.

7. LESSOR: RIGHTS AND OBLIGATIONS

Maintenance and Repairs

Council Initials

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7.1 In the event of the Lessee notifying the Municipal Council of Stellenbosch within 10 (ten) days from the Commencement Date any damage to or about the Property the Municipal Council of Stellenbosch shall repair or replace such items. The Lessee is deemed to have taken possession of the Lease Area in a good state of repair and order.

7.2 The Municipal Council of Stellenbosch is responsible only for the maintenance and repair of the water line to the Property.

7.3 The Municipal Council of Stellenbosch shall not be in breach of Clause 7.2 insofar as any of its obligations hereunder are not or cannot be fulfilled by reason of any force majeure or the act or omission of Persons over whom the Municipal Council of Stellenbosch has no authority or control. Where the Municipal Council of Stellenbosch is in breach of Clause 7.2, the Lessee's remedy against the Municipal Council of Stellenbosch shall be for specific performance.

Entry and Carrying Out of Works

7.4 The Municipal Council of Stellenbosch, its representatives, agents, employees and service providers may at all reasonable times, without giving rise to any claim or right of action on the part of the Lessee:

7.4.1 enter the Premises in order to inspect them, to carry out any necessary repairs, replacements, or other works, or to perform any other lawful function in the interest of the Municipal Council of Stellenbosch or any other Person lawfully on the Property; and

7.4.2 carry out elsewhere on the Property any works or repairs, provided that such works or repairs shall not continue for more than ten days from the date of their commencement, subject such works and repairs are necessary,

provided that the Municipal Council of Stellenbosch does so with due regard for, and a minimum of interference with, the beneficial enjoyment by Lessee of the Premises by the Lessee.

7.5 In the event of the Municipal Council of Stellenbosch failing to carry out any obligations of maintenance or repair with reasonable speed or efficiency and provided in such default upon notice requiring that it be remedied, within a reasonable period, the Lessee may cause the necessary maintenance or repair (including any substitute or necessary replacement) to be carried out and recover its demand supported by all relevant details

Council Initials

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proceedings against the Lessee, the Lessee shall be liable for all costs incurred by the Municipal Council of Swakopmund for or in connection with any proceedings contemplated in this Clause to on the scale of attorney and own client, including, also, all collection and banking charges.

12.2 The Municipal Council of Swakopmund shall be entitled, at any time, and in its discretion to invoke the provisions of this Clause 12, notwithstanding any previous disregard by the Municipal Council of Swakopmund of any particular breach or breaches by the Lessee of this Agreement or waiver, prejudice, novation or by implication, or in any other manner which entitle in accordance with the Lessee's obligations under this Agreement.

12.3 Should the Lessee fail to carry out any of its obligations under Clause 6, the Municipal Council of Swakopmund shall be entitled, without prejudice to any of its other rights or remedies, to effect the required state of maintenance, repair or replacement, and to recover the costs thereof from the Lessee on demand.

13. CO-LIABILITY AND SURETYSHIP

13.1 The Lessee's entire director, Mr. Ismel Irah Kaveeb ("the Surety"), hereby binds himself unconditionally as surety for and co-principal debtor in solidum with the Lessee for the due and punctual payment by the Lessee to the Lessor of all sums of money which the Lessee might be liable for or owing the Lessor, when and in the manner, and for the due and proper performance by the Lessee of all its obligations in terms of this agreement.

13.2 The Surety hereby renounces the benefits of excussion, division, no value received, non numerata pecunia and revision of accounts, the full meaning and effect of which he has been and is fully aware.

14. DISPUTE RESOLUTION

In the event of any dispute arising out of or in connection with this Agreement or its interpretation, such dispute shall be resolved between the Parties by arbitration in terms of Annexure "B" hereto.

15. ENTIRE CONTRACT

15.1 This Agreement constitutes the sole and exclusive record of their agreement on the subject matter thereof, and no variation or amendment

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thereof shall be of any force and effect unless reduced to writing and signed by the Parties.

15.2 The Parties record and the Lessee acknowledges that no representations or warranties other than those expressly provided for in this Agreement are made in connection with the subject matter of this Agreement.

15.3 No relaxation by the Municipal Council of Swakopmund of any of the terms and conditions of this Agreement shall be construed as constituting a waiver of the rights of the Municipal Council of Swakopmund, unless such relaxation is embodied in a written document, signed by the Municipal Council of Swakopmund and bearing specific reference to the matter to which the relaxation is intended. Any such relaxation shall be narrowly construed and applicable in the subject matter thereof only.

16. NOTICES AND SERVICE ADDRESSES

16.1 The Parties choose as their respective domicilia citandi et executandi ("the domicilia addresses") for all notices and communications hereunder.

(a) Municipal Council of Swakopmund

(i) Postal address:
P.O. Box 53
Swakopmund

(ii) Principal place of business:
Corner of Rakotuku Street and Daniel Kamho Avenue
Swakopmund
Namibia

(iii) Contact details:
Tel: +264 64 410 4111
Fax: +264 64 410 4139
Email: arbitrator@swakopmund.com.na

(iv) Representative:
Mr Maurice Peter Cliff Simon
Acting Chief Executive Officer
Municipal Council of Swakopmund

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Lessee Initials

(b) Lessee: Atlantic Fish Factory Calipenal Trading CC
Represented by Member: Ismel Kaveeb

(i) Postal address:
P.O. Box 3336
Windhoek
Swakopmund

(ii) Principal place of business:
Erf 1316, Mile Ingoe, Mondera, Swakopmund

(iii) Contact details:
Cell: +264 81 128 9973
Fax:
Email: kazaimonsoft@gmail.com

16.2 Any notice, demand or other communication properly addressed by either party to the other party at the Party's domicilium and sent by prepaid registered post shall be deemed to be received by the latter on the 14th (fourteenth) business day following the date of posting thereof.

16.3 Any notice, demand or other communication properly delivered by either party to the other party at the Party's physical domicilium or dispatched by facsimile or electronic mail shall be deemed to be received by the latter on the 5th (fifth) business day following the date of the delivery or dispatch thereof by facsimile or electronic mail.

16.4 This provision shall not be construed as precluding the utilisation of other means and methods, including electronic mail, for the communication or delivery of notices, demands and other communications, but the pre-conclusion of delivery or the time of such delivery shall only if any such other means and method is used.

16.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by the Lessee shall be adequate written notice or communication to it, notwithstanding that it was not sent or delivered to its chosen domicilium citandi et executandi.

17. SEVERABILITY

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In the event of any clause or term of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of this Agreement shall be severable there from, and shall continue in full force and effect, unless such invalidity, unenforceability, defect or illegality, as the case may be, goes to the root of this Agreement.

18. COSTS

18.1 All costs and fees for the drafting and execution of the terms of this Agreement shall be borne by the Lessee.

18.2 The Lessee shall be liable to pay in addition to the fees for the drafting of this Agreement, any all fiscal charges whatsoever as additional to this Agreement, including, but not limited to, stamp duties under the Stamp Duties Act, 1993 (Act No.15 of 1993).

18.3 The Lessee shall pay, upon demand by the legal representative of the Municipal Council of Swakopmund supported by a Tax invoice in which the demand refers, within three business days of receipt of such demand.

THUS DONE AND SIGNED AT SWAKOPMUND ON THIS 26 DAY OF ..... 2021.

AS WITNESSES:

1. .....
(Signature)

2. .....
(Signature)

.....
MUNICIPAL COUNCIL OF SWAKOPMUND (CHIEF EXECUTIVE OFFICER or ACTING CHIEF EXECUTIVE OFFICER)

Name: .....
Capacity: .....

THUS DONE AND SIGNED AT SWAKOPMUND ON THIS 27 DAY OF ..... 2021.

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Lessee Initials

AS WITNESS:

(Signature)

(Signature)

MUNICIPAL COUNCIL OF SWAKOPMUND (CHAIRPERSON OF THE MANAGEMENT COMMITTEE or ALTERNATE CHAIRPERSON OF THE MANAGEMENT COMMITTEE)

Name: .....

Capacity: .....

THUS DONE AND SIGNED AT SWAKOPMUND THIS ..... DAY OF ..... 2016.

AS WITNESS:

(Signature)

(Signature)

KAZAK AFRICAN EXPERIENCE CULTURAL TOURISM CC (Signatory)

Name: TANGE FAN NINNESS

Capacity: OWNER

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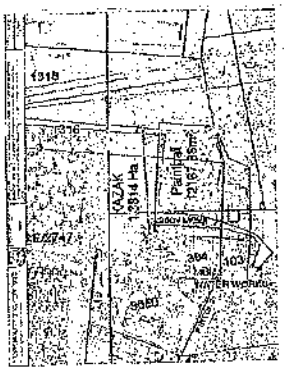
Annexure A



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ANNEXURE 'B'

ARBITRATION:

1 Should a dispute arise between the parties regarding any term of this agreement, the interpretation of any term, their respective rights and obligations or any other matter arising from this agreement, shall, unless resolved amongst the parties to the dispute, be referred to and be determined by arbitration in terms of this clause.

2 Any party to this agreement may demand that a dispute be determined in terms of this clause by notice given to the other party.

3 The provisions of this clause shall not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

4 The arbitration shall be held -

4.1 in Swakopmund, or such other place within Namibia as the parties may agree to;

4.2 with only the legal and/or other representative of the parties to the dispute present thereat;

4.3 under the provisions of the arbitration law in force at the time in the Republic of Namibia, it being the intention of the parties that the arbitration shall be held and conducted as aforesaid provided and with due regard to the commercial intent of this agreement.

5 The arbitrator shall be, if the matter in dispute is principally -

5.1 an accounting matter, a practising chartered accountant of at least fifteen years' standing;

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5.2 a legal matter, a practising legal practitioner of at least fifteen years' standing;

5.3 a building or construction issue, a practising architect of at least fifteen years' standing;

5.4 any other matter, an independent person, agreed upon between the parties to the dispute.

6 Should the parties to the dispute fail to agree whether the dispute is principally a legal, accounting, building or construction or other matter, the matter shall be deemed to be a legal matter.

7 Should the parties fail to agree on an arbitrator within seven working days after the giving of notice in terms of 5.2 above, the arbitrator shall be appointed, at the request of any party to the dispute, by the President for the time being of the Law Society of Namibia, according to the provisions of 5 and 6 above.

8 The arbitration shall be held in accordance with the formalities and/or procedures settled by the arbitrator, which may be in an informal and summary manner and on the basis that it shall not be necessary to observe or carry out either the usual formalities or procedures in the strict rules of evidence.

9 The arbitrator shall be entitled -

9.1 to investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision and, for that purpose, shall have the express power of investigating all the books and records of any party to the dispute, the right to take copies or make extracts therefrom and the right to have them produced and/or delivered to any reasonable place required by him for the aforesaid purposes;

Council Initials

Lessee Initials

26

15 The provisions of this clause -

15.1 constitute an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that he is not bound by such provisions;

15.2 are severable from the rest of this agreement and shall remain in effect despite the termination or invalidity for any reason of this agreement.

Council Initials

Owner Initials

1.5.7

27

Annexure C
Animals which may be kept on Premises

Animal type	Maximum number of animals	
Pigeons	4 (four)	
Horses	2 (two)	
Chickens	12 (twelve)	
Turkeys	5 (five)	
Guinea Fowl	10 (ten)	

Council Initials

Owner Initials

1.5.7

28

9.2 to interview such witnesses with any difficulty experienced by members of the parties to the dispute;

9.3 to decide the issues submitted to him according to what he considers just and equitable in the circumstances;

9.4 to make such award, including an award for specific performance, interdict, damages or a penalty or otherwise as he, in his discretion, may deem fit and appropriate.

10 Immediately after the arbitrator has been appointed or mentioned as provided herein, any of the parties to the dispute shall be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings will be held.

11 The parties agree to keep the arbitration, including the subject matter of the arbitration and the evidence heard during the arbitration, confidential and subject thereto to endeavor except for the purposes of giving effect to any award of the arbitrator or for the purposes of an order to be sought in accordance with 4.1.3 below.

12 Each party irrevocably agrees and undertakes that any award that may be made by the arbitrator under the provisions of the arbitration rules in force at the time in the Republic of Namibia -

12.1 shall be final and binding upon them;

12.2 shall be carried into effect;

12.3 shall, if any party so requires, be made an order of the High Court of Namibia.

Council Initials

Owner Initials

1.5.7

MUNICIPALITY OF SWAKOPMUND

(064) 4104202
088 614 614
53 Swakopmund
NAMIBIA
www.swkmun.com.na
aplaatjie@swkmun.com.na

Ref No: Erf 2747 & 1316, Swakopmund

Enquiries: Mr A Plaatjie

12 March 2013

Messrs Kazak African Experience Cultural Tourism
P O Box 3525
Swakopmund
Kazakafricanexperience@ymail.com

Attention: Mr I Nawaseb

Dear Sir

LEASE OF A PORTION OF LAND LOCATED ON ERF 2747, SWAKOPMUND

In pursuance of my letter dated 28 February 2013, kindly be informed that a meeting was held with Mr P H B van Ginkel of Swakopmund Paintball Adventure Centre and the following was agreed:

(a) To grant access over his leased area for Messrs Kazak African Experience Culture Tourism to access the proposed lease area allocated to you by Council.

(b) Exact entrance and size at the western boundary of the lease area of Messrs Swakopmund Paintball Adventure Centre (as per attached map) to be confirmed by you, Messrs Swakopmund Paintball Adventure Centre and an official from Engineering Service Department.

(c) Common boundary to be secured by 4 (four) metre high netting at the cost of Messrs Kazak African Experience Culture Tourism to avoid any accidents.

(d) That no bushes / plants be removed / damaged except for the access area which will be cleared at the cost of Messrs Kazak African Experience Culture Tourism.

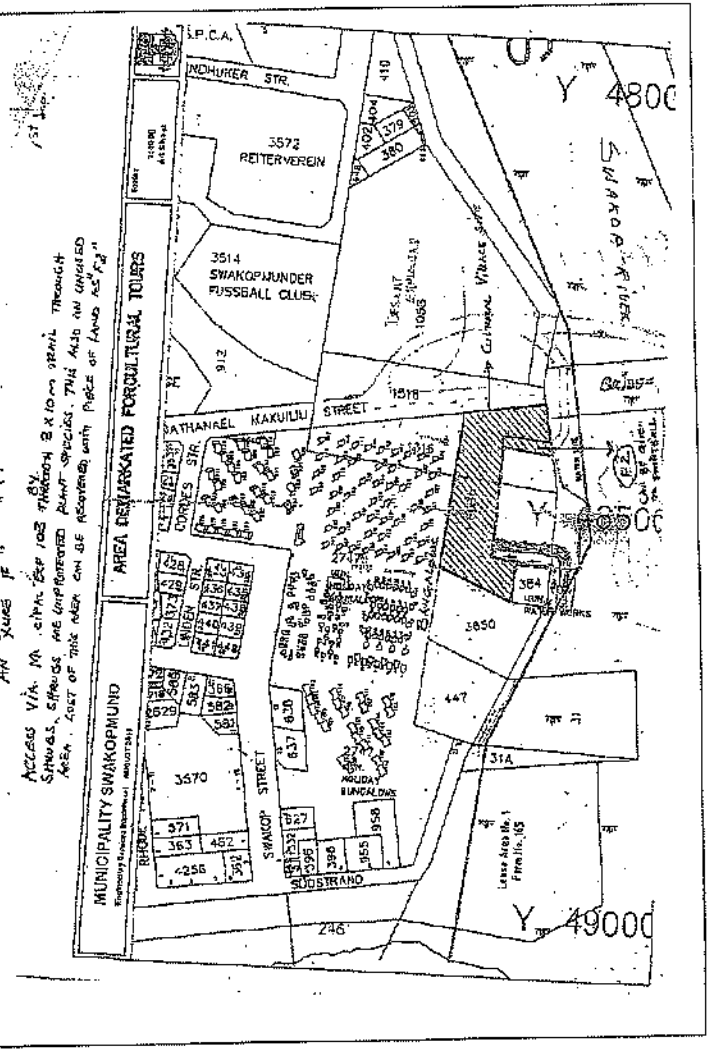
Please confirm with this office the date that suits you for a site meeting in order to arrange a meeting with all stakeholders.

For any enquiries, please do not hesitate to contact Mr A Plaatjie at 21 064-4104202.

Yours faithfully

Mr P C Swarts
GM: CORPORATE SERVICES & HR
/mi

All correspondence must be addressed to the Chief Executive Officer



11.1.2 VERIFICATION OF DEVELOPMENT PROPOSAL OF INSTITUTIONAL ERVEN: E9104 EXT 34, E9029 EXT 35 & E9060 EXT 35

(C/M 2021/04/29 - E 9104, E9029, E9060)

Ordinary Management Committee Meeting of 15 April 2021, Addendum **7.2** page **13** refers.

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

1. Introduction

Council on **31 May 2018,** under item 11.1.2 passed the following resolution:

(a) That Council takes note of the 5 erven zoned "Institutional" as per Annexures "A" and "B":

	Erf No.	Size m²	Development Cost
1	Erf 9060, Ext 35, Swk	2 089	N$292.00 / m²
2	Erf 9029, Ext 35, Swk	1 889	N$292.00 / m²
3	Erf 9104, Ext 34, Swk	1 886	N$292.00 / m²
4	Remainder of Erf 674, Ext 3, Tam	2 841	N$175.00 / m²
5	Erf 1327, Ext 3, Tam	2 642	N$175.00 / m²

(b) That Council offers the erf in Extension 3, Tamariskia to churches on the waiting list in the chronological order:

	Ext #	Actual Erf #	Size	Purchase Price (subsidized)
1	Ext 3, Tam	Rem of Erf 674	2 841	N$248 587.50+N$16 335.75
2		Erf 1327 ↳cost of provision of service connection points to be added to the purchase price.	2 642	N$231 175.00+N$15 191.50

(c) That expressions of interest / development proposals be invited for the remaining 4 erven at a fixed purchase price of 50% of the cost of installation of services (see table under point (a) above), subject to the entity being registered as a qualifying institution and the conditions listed under point 4 above.

(d) That no religious institutions be considered for the erven measuring less than 2 500m².

(e) That the Management Committee considers amending the Property Policy with reference to the following two conditions:

2.4 That churches or welfare organisations applying for land shall provide proof of their financial ability to develop the erf immediately after transfer.

2.5 Copies of financial statements for the last six months. In the case where it is not available, proof of financing from a financial institution will suffice.

Proposed Addition / Amendment:

That religious institutions and welfare organisations be granted 6 months from the date Council allocates the property (in principle) to provide proof of financial ability to purchase the erf and also to construct a building to the value prescribed in the Conditions of Establishment for the extension in which the specific erf is located. Final allocation will be subject to the provision of the above documents.

In execution of the above resolution in point (a) and (c) of the decision among others, development proposals were invited from the public as per notice 56/2020 **Annexure "A"** for the allocation of erven Erf 9104 Extension 34, Swakopmund, Erf 9029 Extension 35 Swakopmund and Erf 9060 Extension 35 Swakopmund to qualifying entities. On the closing date for submissions being 29 January 2021 at 12:00, 3 (three) applications was received.

As per notice invitation, the public was informed to collect the development proposals from Council to complete the required documentation prior to submission of their proposals. Only proposals received from the attendees will be considered. A list of names of whose that collected development proposal documents is attached as **Annexure "B".**

The purpose of this submission is for Council to approve the qualifying entities for the allocation of the erven Erf 9104 Extension 34, Swakopmund, Erf 9029 Extension 35 Swakopmund and Erf 9060 Extension 35 Swakopmund.

In terms of the development proposal conditions, applicants were required to complete a standard form and attached their documents on or before the due date **29 January 2021**, by submitting below documents to the proposals:

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

A reverting clause will be registered against the title of the property to ensure the development of the property.

2. Proposals submitted

Proposals were received from the following three (3) entities:

No.	*Name of entity*	*Erf selected*	*Documents provided*
1.	*African Development Foundation*	*Erf 9104 Ext 34, Swakopmund* *Erf 9029 Ext 35, Swakopmund* *Erf 9060 Ext 35, Swakopmund*	• *Registration as an education institution in Namibia.* • *Assignees* • *Financial ability to purchase and for the construction of the facility.* • *Proof of a cooperation with other tertiary educational institution.*
2.	*Tangeni Shilongo Namibia*	*Erf 9104 Ext 34, Swakopmund*	• *Registration as an education institution in Namibia.* • *Assignees* • *Financial ability to purchase and for the construction of the facility.*

			• *Proof of a cooperation with other tertiary educational institution.*
3.	*Mavuyoland Pre and Daycare School*	*Erf 9104 Ext 34, Swakopmund*	• *Registration as an education institution in Namibia **only***

Documents copies of all development proposals with details is attached as **Annexure "C"**.

Messrs African Development Foundation submitted three different proposals for all three erven namely Erf 9104 Extension 34, Swakopmund, Erf 9029 Extension 35 Swakopmund and Erf 9060 Extension 35 Swakopmund. It should be noted that the three erven will be allocated based on one erf per entity. The entity was contacted to confirm which erf they would prefer, if they were successful. Messrs African Development Foundation thereon indicated Erf 9060 Extension 35, Swakopmund to be suitable for its project **Annexure "D"**.

Based on the valuation done on the information provided by the relevant entities Messrs Mavuyoland Pre and Daycare School provided no proof of financial ability and should therefore be disqualified.

It is proposed that the 2 entities which qualify be awarded the 2 erven as follows:

Name of the Entity	*Erf allocation*	*Size*	*Price*
African Development Foundation	*Erf 9060 Extension 35, Swakopmund (as per their confirmation)*	*2 089*	*N$609 988.00 (N$292.00 / m²)*
Tangeni Shilongo Namibia	*Erf 9104 Extension 34, Swakopmund*	*1 886*	*N$550 712.00 (N$292.00 / m²)*

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

RECOMMENDED:

(a) That Council approves the allocation of two erven as follows:

African Development Foundation	***Erf 9060 Extension 35, Swakopmund (as per their confirmation)***	***2 089m²***	***N$609 988.00***
Tangeni Shilongo Namibia	***Erf 9104 Extension 34, Swakopmund***	***1 886m²***	***N$550 712.00***

(b) That a reverting clause will be registered against the title of the property to ensure the development of the property.

(c) That the development proposal from Messrs Mavuyoland Pre and Daycare School not be approved, since they did not provide proof of financial ability.

(d) That Council invite development proposals from qualifying institutions for the allocation of Erf 9029, Extension Swakopmund.

Annexure "B"

MUNICIPALITY OF SWAKOPMUND

DEPARTMENT: CORPORATE SERVICES & HUMAN CAPITAL

NOTICE NO: 56/2020

INVITATION FOR DEVELOPMENT PROPOSALS FROM NON-PROFIT INSTITUTIONS:

- Erf 9104, Extension 34, Swakopmund
- Erf 9029, Extension 35, Swakopmund
- Erf 9060, Extension 35, Swakopmund

Name of Applicant:	
Postal Address:	
Business Address:	
Representative:	
Telephone:	
Facsimile:	
E-mail:	

Closing Date:	Friday, 29 January 2021 at 12:00

INDEX

1. Introduction

The Swakopmund Municipality hereby invites non-profit organisations, pre-primary schools, private schools and kinder gardens / crèches to submit proposals to purchase and construct non-profit and / or educational facilities:

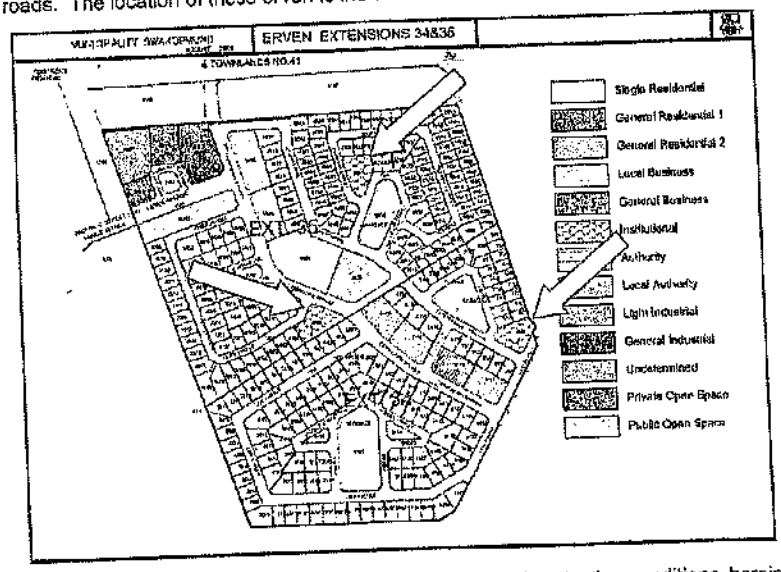
- **Erf 9104, Ext 34, Swakopmund**
- **Erf 9029, Ext 35, Swakopmund**
- **Erf 9060, Ext 35, Swakopmund**

The zoning of the above erven are *"institutional"*.

Due to the sizes of these erven being smaller than 2 500m² proposals from religious institutions will not be considered.

2. Description of the Property

Erven 9104, Ext 34, Swakopmund, Erf 9029, Ext 35, Swakopmund and Erf 9060, Ext 35, Swakopmund are surrounded by residential erven, general business erven and public open spaces. The borders of the respective erven are surrounded by roads. The location of these erven is indicated below:



The erven are being sold by private transaction, subject to the conditions herein contained.

Separate maps indicating the location of Erf 9104, Ext 34, Erf 9029, Ext 35 and Erf 9060, Ext 35, Swakopmund are attached as **Annexure "A"**.

3. Definition

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

any educational institution, whether incorporated or not, which

(i) is carried on otherwise than for the purposes of profit, gain or economic self-interest to any proprietor, member, shareholder, trustee or beneficiary of such education institution or to itself, and

(ii) is, in terms of its memorandum, articles of association, written rules, constitution or other document constituting or governing the activities of that educational institution,

(aa) required to utilise any property or income solely in the furtherance of its aims and objects, and

(bb) prohibited from distributing or transferring any or all of its property or income directly or indirectly in any manner whatsoever so as to profit any person other than by way of the payment in good faith of reasonable remuneration to any officer, employee or trustee of the education institution for any services actually rendered to such institution."

4. Notice

Municipality of Swakopmund

Invitation for Development Proposals for Erven 9104, Ext 34, Swakopmund, Erf 9029, Ext 35, Swakopmund and Erf 9060, Ext 35, Swakopmund from Non-Profit Organisations, Private Schools, Pre-Primary Schools, Kindergarten & Crèches

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

- established Private School, Pre-Primary Schools, Kindergardens / Crèches or Non-Profit organisations to purchase and develop any one of the following erven:
  - **Erf 9104, Ext 34, Swakopmund** measuring 1 886m² at N$ 275 356.00.
  - **Erf 9029, Ext 35, Swakopmund** measuring 1 889m² at N$ 275 794.00.
  - **Erf 9060, Ext 35, Swakopmund** measuring 2 069m² at N$ 304 994.00.

Due to the sizes of these erven being smaller than 2 500m² proposals from religious institutions will not be considered.

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

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

A reverting clause will be registered against the title of the property to ensure the development of the property.

General:

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

The duly completed proposal documents in an envelope together with the required documents, clearly marked with the name of the proposer and stating "Development Proposal for Erf 4109, Ext 34, Swakopmund", Erf 9029, Ext 35, Swakopmund and Erf 9060, Ext 35, Swakopmund must be placed in the blue wooden box, marked "Development Proposals for Institutional Erven" on the Ground Floor next to the Enquiry Desk, at the Municipal Office Building on / before Friday, 29 January 2021 at 12:00. Only proposals attached to the municipal form will be accepted.

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

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

NOTICE NO: 56/2020

A Benjamin
CHIEF EXECUTIVE OFFICER

5. Standard Conditions

5.1 Requirements

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

5.1.1 the Institution is properly constituted, i.e. duly certified copy of the current constitution in English;

5.1.2 The constitution clearly indicates the assignees who are empowered to sign the documentation on the institution's behalf; and

5.1.3 The name or entity in which ownership of the property shall vest in an acceptable form for the Deeds Registry purposes.

Summarized

Welfare Organisations	Private Schools, Pre-Primary Schools, Kindergarten & Creches
✓ A constitution or proof of registration as a section 21 company. ✓ A Power of Attorney granted to a particular person/s that he/she/they have the authority to sign on behalf of the institution. ✓ Welfare organisations applying for land shall provide proof of their financial ability to develop the erf immediately after transfer. ✓ Copies of financial statements for the last six months. In the case where it is not available, proof of financing from a financial institution will suffice. ✓ Proof that the welfare organisation is operational in Namibia for at least two years before the sale of land is considered.	The applicant must provide a conveyancer's certificate indicating that: ✓ The institution is properly constituted, i.e. duly certified copy of the current constitution in English; ✓ The constitution clearly indicates the assignees who are empowered to sign the documentation on the institution's behalf; and ✓ The name or entity in which ownership of the property shall vest in an acceptable form for the Deeds Registry purposes. ✓ Provide proof of financial ability to develop the erf immediately after transfer.

5.2 Purchase Price

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

The prices do not escalate.

5.3 Method of Payment

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

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

5.4 **Cost of Transaction**

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

5.5 **Conditions of Sale**

5.5.1 The requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships Ordinance 11 of 1963 respectively, be dealt with successfully.

5.5.2 The deed of sale shall be drafted and signed by all parties within 12 months from date of the relevant Council resolution.

5.5.3 Construction must commence within 12 months and land which is not developed within a period of 5 years from date of sale, shall revert to Council and all monies and or fees paid to Council will be forfeited to Council as per point 5.6 below.

5.5.4 Council retains a first right of refusal to purchase the developed land at the market value of the improvements at the time and the purchase price paid should the owner decide to sell it.

5.5.6 Submit total layout plans, indicating the infrastructure, details of the project as well as the service demand for the intended projects.

5.5.7 The development must comply with the provisions of the Town Planning Scheme.

5.5.8 No subdivision and sale of any portions of Erven 9104, Ext 34, Swakopmund, Erf 9029, Ext 35, Swakopmund and Erf 9060, Ext 35, Swakopmund will be considered.

5.6. **Reverting Clause**

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

5.7 **General**

5.7.1 No rights will accrue to the applicants unless all conditions of this sale are complied with in full and all the relevant authorities, if necessary, have given the required permission.

5.7.2 The deed of sale must be signed and returned to Council by the purchaser within 21 days of being requested to do so.

5.7.3 The erven are being sold *voetstoots* and in the condition as on the date of sale e.g. the date of signing the deed of sale.

5.7.4 Council shall not accept any responsibility for any upgrading work to the erven.

5.7.5 Building activities may only be commenced with once the erven are transferred.

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

6. Town Planning Requirements

Attached as **Annexure "C"**.

7. Technical Requirements

Attached as **Annexure "D"**.

8. Proposal Conditions:

(a) The applicant's name, address, and telephone number must be clearly stated.

(b) Only duly completed proposals on the municipal forms will be accepted for consideration.

(c) A separate statement be attached to the proposal document, explaining the detail of the proposal, meaning how will the project benefit the community, what will be constructed, when and at what cost. In this regard please also take note of (h) below.

(d) The purchase prices of the erven are fixed at:

- **Erf 9104, Ext 34, Swakopmund measuring 1 886m² at N$ 275 356.00.**
- **Erf 9029, Ext 35, Swakopmund measuring 1 889m² at N$ 275 794.00.**
- **Erf 9060, Ext 35, Swakopmund measuring 2 089m² at N$ 304 994.00.**

(e) The Municipality of Swakopmund is not obliged to accept any proposal.

(f) Neither Council, nor the staff members of Swakopmund Municipality will entertain any discussions regarding the manner of proposal award after the award is made by Council.

(g) The application, as a condition for its validity, must comprise of the **original** proposal document supplied by Swakopmund Municipality and shall be duly signed and dated at each place so indicated.

(h) All Municipal regulations and or by-laws in force within the Municipal area will be applicable.

(i) The following documents must be **submitted and attached** to the original application document:

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

(j) A complete development proposal must be **submitted and attached** to the official proposal document.

9. Proposal Document for Erf 9104, Swk:

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

   .....

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

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

   No ☐
   Yes ☐

   If yes, please quote the registration number: _____

3. The applicant is duly represented by:

   Name & Surname : .....

   ID Number : .....

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

   Postal Address : .....

   Residential Address: .....

   Telephone #: (w) ..... (h) ..... ( ) .....

   E-mail: .....

4. The purchase price for **Erf 9104, Ext 34, Swakopmund** is **N$275 356.00** and the property will be allocated based on inter alia on the project and its motivation.

This development proposal is subject to Council's standard conditions of sale and by signing, I acknowledge that I have read and understood pages 1 to 23; and I agree to be bound by the conditions of sale contained therein.

Ensure that the following documents are attached:

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

Name and Surname of duly appointed Representative of the Applicant

..... official stamp

Signature: ..... Date: .....

9. Proposal Document for Erf 9029, Swk:

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

   .....

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

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

   No ☐
   Yes ☐

   If yes, please quote the registration number: _____

3. The applicant is duly represented by:

   Name & Surname : .....

   ID Number : .....

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

   Postal Address : .....

   Residential Address: .....

   Telephone #: (w) ..... (h) ..... ( ) .....

   E-mail: .....

4. The purchase price for Erf 9029, Ext 35, Swakopmund is N$275 794.00 and the property will be allocated based on inter alia on the project and its motivation.

This development proposal is subject to Council's standard conditions of sale and by signing. I acknowledge that I have read and understood pages 1 to 23; and I agree to be bound by the conditions of sale contained therein.

Ensure that the following documents are attached:

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

Name and Surname of duly appointed Representative of the Applicant

..... official stamp

Signature: ..... Date: .....

9. Proposal Document for Erf 9060, Swk:

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

   .....

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

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

   No ☐
   Yes ☐

   If yes, please quote the registration number: _____

3. The applicant is duly represented by:

   Name & Surname : .....

   ID Number : .....

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

   Postal Address : .....

   Residential Address: .....

   Telephone #: (w) ..... (h) ..... (1) .....

   E-mail: .....

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

This development proposal is subject to Council's standard conditions of sale and by signing, I acknowledge that I have read and understood pages 1 to 23; and I agree to be bound by the conditions of sale contained therein.

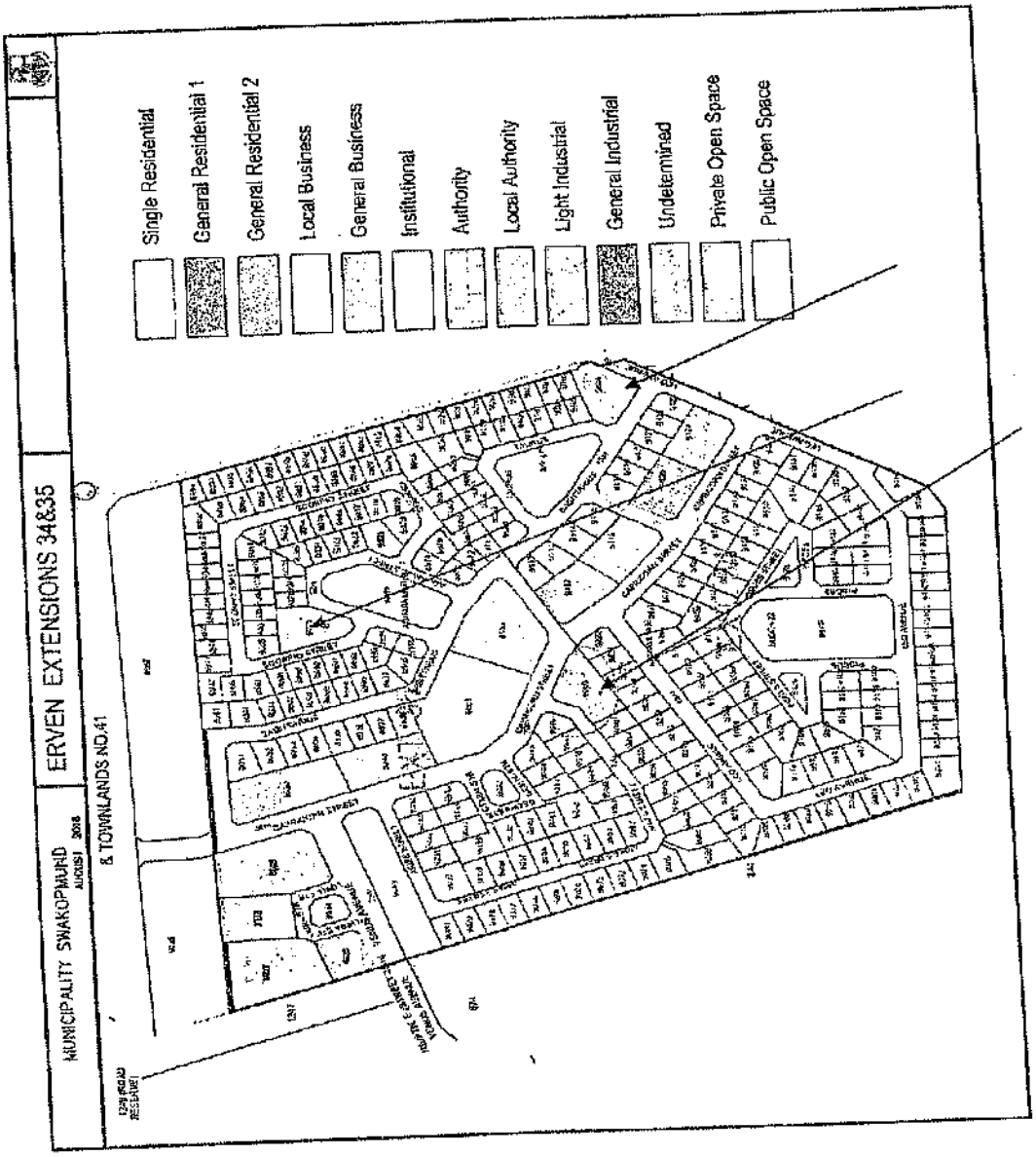
Ensure that the following documents are attached:

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

Name and Surname of duly appointed Representative of the Applicant

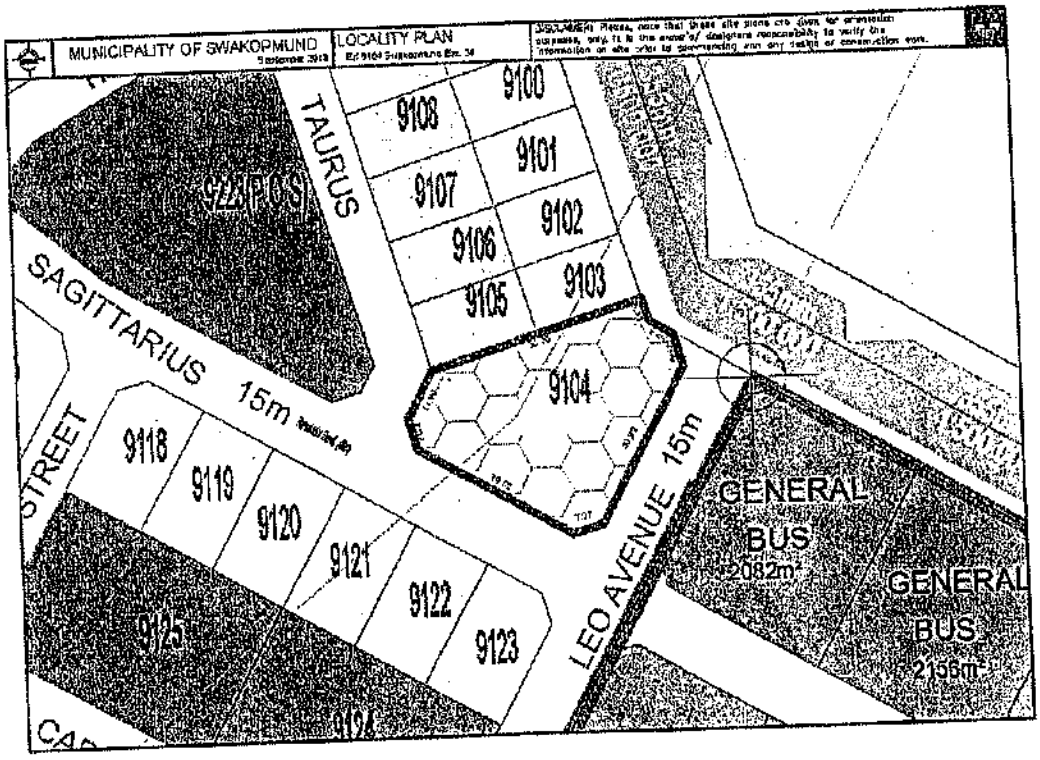
..... official stamp

Signature: ..... Date: .....

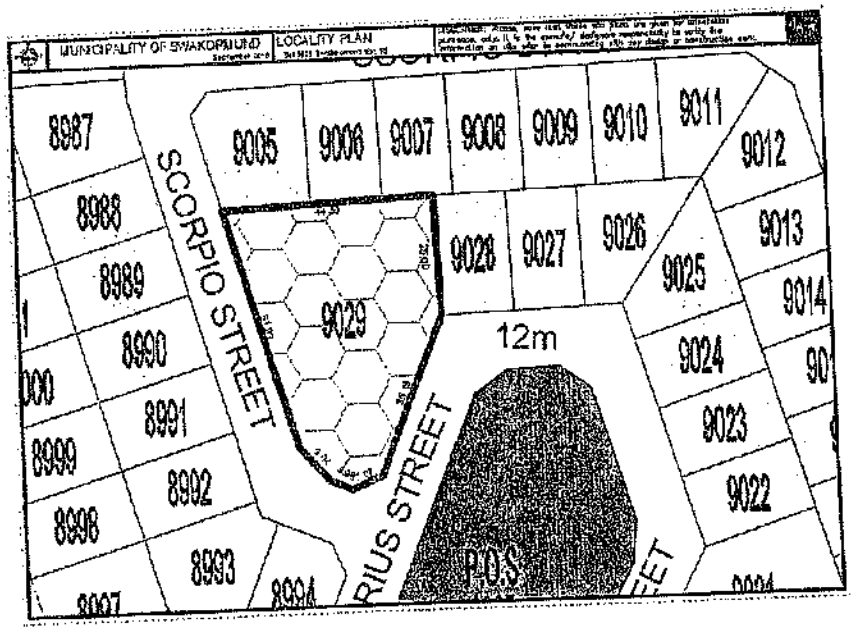

MUNICIPALITY SWAKOPMUND
AUGUST 2018
ERVEN EXTENSIONS 34&35
& TOWNLANDS NO.41
Single Residential
General Residential 1
General Residential 2
Local Business
General Business
Institutional
Authority
Local Authority
Light Industrial
General Industrial
Undetermined
Private Open Space
Public Open Space

Annexure "A"

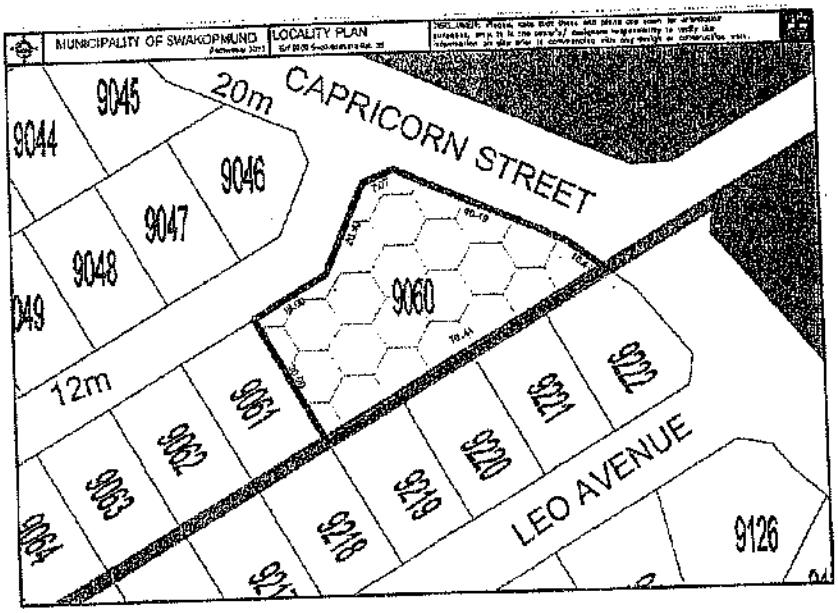
Map indicating the location of Erf 9104, Ext 34, Swakopmund



Map indicating the location of Erf 9029, Ext 35, Swakopmund



Map indicating the location of Erf 9060, Ext 35, Swakopmund



Annexure "B"

Annexure "C" of the Property Policy

Churches & Welfare Organisations

(vi) *Reverting Clause*

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

NOTARIAL REGISTRATION

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

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

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

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

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

or alternatively, to the choice of the SELLER,

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

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

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

Annexure "C"

6. Town Planning Requirements

CLAUSE 5: CONTROL MEASURES

The following restrictions shall apply in the relative zone:

H. INSTITUTIONAL ZONE

1. **Colour Notation** : Black beehive pattern
   Primary Uses : Institutional
   Consent Uses : Dwelling House

2. **Land Use Restrictions**

   2.1 Building lines

   (a) No building, permanent structure or portion thereof except for boundary walls and fences, may be erected on the site within:

   (i) 5 metres from any street boundary;
   (ii) 3 metres from any rear boundary;
   (iii) 3 metres from any side boundary; and
   (iv) 5 meters in the case of a garage from any street boundary or half the height of the building, whichever is greater.

   (b) Notwithstanding the provisions of sub-paragraph (a) above the Council may, subject to any conditions it may deem necessary, relax the building line restrictions.

   (c) With the consent of the Council or the Competent Authority, a building (with opening windows overlooking the neighbouring property) can be erected on a common border with a Public Open Space.

   2.2 Parking

   (a) Except where specified elsewhere in the scheme, when a building is to be erected on the site, the owner thereof shall construct and maintain, at his own expense and to the satisfaction of the Council, parking spaces on the site as set out in table H1:

   TABLE H1: Parking Requirements

Places of Public Worship and	1 parking bay per 10 seats or 10 members
Places of Instruction	Min: 15 bays for funeral chapels; 8 bays for other uses
Institutional	1 per 2 beds or as determined by Council

The parking requirements, subject to the specified use zoning, shall be calculated as set out in column (2) of Table H1 and that the number of parking bays thus obtained, shall be rounded off to the nearest integer.

(b) The access to and the position and dimensions of a parking place shall conform to the requirements of the Council.

(c) The Council may relax the requirements of sub-clause (a) if it is satisfied that no interference with the amenities of the neighbourhood, existing or as contemplated by the Scheme, will result.

(d) The site to be provided for parking in terms of this clause shall not be used for the purpose of exhibition, sale, repair or maintenance of vehicles or for any purpose other than the parking of vehicles.

2.3 Height

(a) No building shall exceed a height of 40m.

(b) Provided that:
- The Council may relax the maximum height restriction, inclusive architectural features, if it is satisfied that no interference with the amenities of the neighbourhood, existing or as contemplated by the scheme, will result.

2.4 Coverage and Bulk

(a) The maximum coverage for all buildings in this zone is 70%

(b) The maximum bulk will be 1.00

Annexure "D"

7. Technical Requirements

7.1 Appointment of Specialist

(a) According to the Architect's Act, 1979 (Act 13 of 1979) Part 3, section 18, only plans from Architects registered with the Namibia Council for Architects and Quantity Surveyors, and firms registered with the Namibia Institute of Architects will be considered for approval, for developments in excess of 500m² (per erf) and other reserved buildings (warehouses excluded). Does (do) the title block(s) carry the name of the firm with the signature of responsible architect?

(b) Appointment of an Engineer(s). Building complexes of this magnitude will most likely require the appointment of Engineers to provide support and specialist designs on the project. Any structural item will have to be designed and certified by a Structural Engineer.

(c) Completion Certification requirements, thus detail pertaining to Compliance to specification by various Construction and Design Specialists. Detail of requirements to be complied with prior to issue of Occupation (partial) permissions.

7.2 Aesthetics Approval

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

7.3 Services

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

7.4 Building Plan Application and Approval

(a) The submission of building plan for approval and the issue of building permits will be subject to the standard building regulations of 1973.

(b) A building plan application check list and a building plan application process flow chart is attached in Appendix A to guide the applicant in the process.

for information

MUNICIPALITY OF SWAKOPMUND

MUNICIPALITY OF SWAKOPMUND

ENGINEERING SERVICES DEPARTMENT
APPLICATION FOR APPROVAL OF BUILDING PLANS
GENERAL CHECK LIST

(Note each application has its own merits and this list cannot cover all requirements nor be entirely applicable to all plans)

BUILDING INSPECTOR

No	Description	Tick Yes/No		N/A	Initial
B_1	According to the Architect's Act, 1979 [Act 13 of 1979] Part 3, section 16, only plans from Architects registered with the Namibia Council for Architects and Quantity Surveyors, and firms registered with the Namibia Institute of Architects will be considered for approval, for developments in excess of 500m² (per erf) and other reserved buildings (warehouses excluded. Does (do) the title block(s) carry the name of the firm with the signature of responsible architect?	yes	no		
B_2	Copy of title deed / Proof of Ownership				
B_3	Coloured in correctly? RED : Brickwork, Sewer line, WC GREEN : Concrete YELLOW : Plaster, Wood BROWN : Wood	yes	no		
B_3	3 x Site Plan (1 : 200) – A4 / A3 Site Plans product cannot fit)	yes	no		
B_4	Site plans shall be coloured as follows: - Proposed work: RED Existing work: Not coloured Work to be demolished: Green with black dotted lines	yes	no		
B_5	For additions / alterations - does the new plan complement the previous plan(s) (watch for attempt to have non complaint structures approved)?	yes	no		
B_6	3 x Drainage Plan (1 : 200)	yes	no		
B_5	3 x Building Plan (1 : 100)	yes	no		
B_6	3 x Electrical Plan (1 : 100)	yes	no		
B_7	Legend for Electrical Symbols	yes	no		
B_8	Roof Plan - Roof lines/eaves – gutter(s) - (not onto the neighbour's erf)				
B_9	In all cases the scales employed shall be stated on the plans and drawings, and the letters and symbols used on such plans and drawings shall be not less than 3 mm in size in the case of upper case letters	yes	no		
B_10	Site Plan with Erf dimensions and adjacent street	yes	no		
B_12	North Arrow shown and correct?	yes	no		
B_13	Check whether roof pitch is adequate for the specified material	yes	no		
B_14	Check whether truss span and specification is according SABS Roof Trusses Table – else an engineer or roofing specialist has to be specified	yes	no		
B_15	Description of Rooms	yes	no		
B_16	Totals Areas of each room	yes	no		
B_17	(Outside / Roof plan) Areas of existing structures and additions	yes	no		
B_18	Length and height of new boundary wall(s); elevation on street boundary(-ies); street max. 1.8, or reduced to max. height 2.25 m	yes	no		
B_19	Assessment letter for structural engineer; roofing specialist - where applicable.	yes	no		
B_20	Cross-sections correct and indicated on floor plan(s) correctly	yes	no		
B_21	Do the Elevations match the floor plan(s)? Named correctly?	yes	no		
B_22	Complete Truss/Rafter description	yes	no		
B_23	Door & Window Schedule	yes	no		
B_24	Floor Levels indicated; lowest level higher than final street level (stormwater)	yes	no		
B_25	Foundation Sizes	yes	no		
B_26	DPC / DPM	yes	no		
B-27	Roof size, position and distance from two boundaries	yes	no		
B-28	new walls on boundary facing neighbour or street (form 1(a) / log plan and will & POA quoted)	yes	no		
B_29	Structures and walls on common boundary plastered and painted towards neighbour	yes	no		
B_30	Corner Windows (check house design)	yes	no		

FIRE CHIEF

No	Description	Tick Yes/No		N/A	Initial
F_1	Fire installation drawing, Firewalls	yes	no		
F_2	Fire Doors and fire fighting equipment	yes	no		
F_3	Self-closing fire door(s) open into garage	yes	no		
F_4	Garage floor min. 100mm lower than floor of adjacent dwelling	yes	no		
F_5	The escape route down on any fire protection plan shall be coloured green and the direction of travel to a safe area shall be indicated by arrows drawn at short intervals along the plan route.	yes	no		

for Information

MUNICIPALITY OF SWAKOPMUND

HEALTH DEPARTMENT

No	Description	Tick Yes/No		N/A	Initial
H_1	Sufficient ventilation, mechanical ventilation / extractor fan provided	yes	no		
H_2	Sufficient toilet provided	yes	no		
H_3	Fat, oil and grease (FOG) traps provided for food and material industry	yes	no		
H_4	Soap and oil trap provided for mechanical garages and car wash places	yes	no		

TECHNICIAN: TRAFFIC ENGINEERING & STORMWATER

No	Description	Tick Yes/No		N/A	Initial
T_1	Provision of garage, windows, driveway and permanently disposal of spoil in front of it	yes	no		
T_2	Second entrance, applicable / permissible	yes	no		
T_3	Possible / practical parking	yes	no		
T_4	Possible / practical loading zone	yes	no		
T_5	Accommodation of stormwater	yes	no		
T_6	Drain holes in boundary walls?	yes	no		
T_7	Drainage of enclosed courtyard (not into gullies and sewer manhole)	yes	no		
T_8	Cut of roofs, gutters and downpipes are towards driveway and pavement	yes	no		

TECHNICIAN: WATER & SEWER (WET SERVICES)

No	Description	Tick Yes/No		N/A	Initial
W_1	Legend for drainage plan	yes	no		
W_1	On one copy of the drainage installation drawing contemplated in regulation A21 (1)(g) Use drainage installation shall be coloured in accordance with the following:	yes	no		
	(a) Drains and soil pipes: Brown				
	(b) Waste pipes: Green				
	(c) Soil and ventilated pipes: Red				
	(d) Waste vents				
	(e) Pipes for the conveyance of industrial effluent: Orange				
	(f) Existing drains: Black				
	(g) Stormwater drains: Not coloured				
W_2	Are any municipal services running through / underneath the erf	yes	no		
W_3	Is the sewer connection point indicated correctly	yes	no		
W_4	Existing and new drainage layout - Minimum fall 1:60	yes	no		
W_5	Legend for drainage plan	yes	no		
W_6	Proof other back-yard drainage indicated	yes	no		

TOWN PLANNING

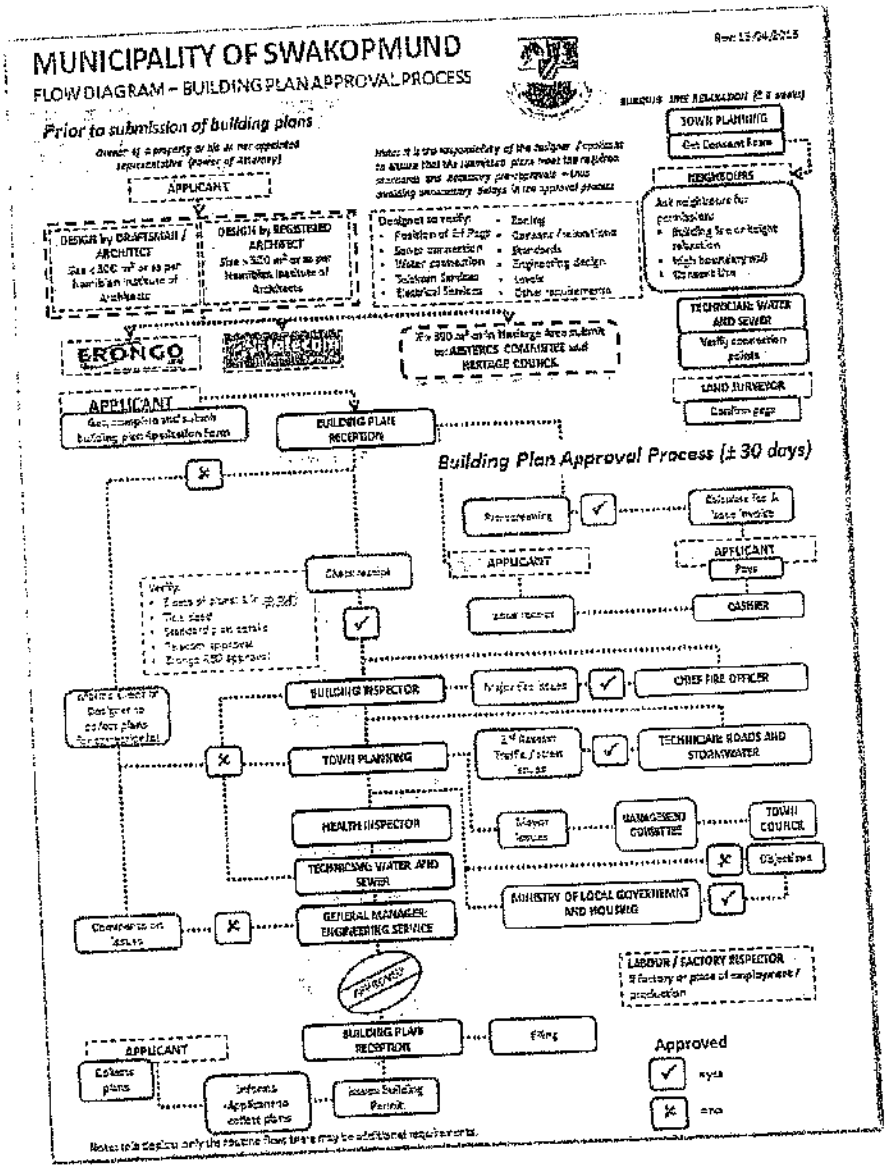
No	Description	Tick Yes/No		N/A	Initial
P_1	Is site zoning verification/ on the application form correctly?	yes	no		
P_2	Building Line Relaxation (if application garage not less than 4.5m)	yes	no		
P_3	Double Storey (>> Relaxation; slabs height 3m for SINO, RES, etc.)	yes	no		
P_4	Coverage on Erf according to zoning	yes	no		
P_5	Density (1:250, 1:350, 1:300, 1:600, 1:900, 1:ERF)	yes	no		
P_6	Bulk according to zoning	yes	no		
P_7	Height according to zoning (max. 15 m residential; max 40 m commercial)	yes	no		
P_8	No access from Altenga St., Wanaboma St, Dr. Schutzeaing St. etc.	yes	no		
P_9	max. 3 dwellings) – less than or equal to a total area of 80 m² (once converted to max. 100 m²)	yes	no		
P_10	Parking and loading bays according to zoning provisions	yes	no		
P_11	Are there any servitudes or reserves registered on the erf	yes	no		
P_12	Outbuilding max. 50% of floor area of main dwelling	yes	no		
P_13	Vehicle/pedestrian access points from one or more streets (see permit, sketches)	yes	no		

AESTHETICAL APPROVAL N/A

No	Description	Tick Yes/No		N/A	Initial
A_1	Is this property in the Conservation Area? Yes No	yes	no		
A_2	Are these additions which are not visible from the street and do not affect the integrity of buildings older than 50 years.	yes	no		
A_3	If Yes, has a Aesthetical Approval? (Copy of approval attached) Yes No	yes	no		
A_4	If Yes, Has it National Heritage Approval? (Copy of approval attached)	yes	no		
A_5	Does project outside the Conservation Area with a floor area larger than 80m²	yes	no		
A_6	If Yes, has a Aesthetical Approval? (Copy of letter attached)	yes	no		

Remarks:

for information



ANNEXURE "B"

Opening of Development Proposals

Notice 56/2020

Closing date: 29 January 2021

- Erf 9109, Ext 34, Swakopmund
- Erf 9029, Ext 35, Swakopmund
- Erf 9060, Ext 35, Swakopmund

	From	Comments
1	African Development Foundation	received
2	Tangeni Shilongo Namibia	"
3	Mamuyoland Pre-school/day care	"
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

ANNEXURE "C"

9. Proposal Document for Erf 9104, Swk:

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

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

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

No ☐
Yes ☑

If yes, please quote the registration number: 21/2018/0682

3. The applicant is duly represented by:

Name & Surname : DINA SHINGENGE
ID Number : 84120910857
Marital Status : SINGLE (indicate whether in / out of community of property)
Postal Address : P.O. Box 7118, SWAKOPMUND
Residential Address: ERF 780, TAMARISKIA, SWAKOPMUND
Telephone #: (w) ..... (h) ..... (c) 081 878 6677
E-mail: <adfnam@gmail.com>

4. The purchase price for Erf 9104, Ext 34, Swakopmund is N$275 356.00 and the property will be allocated based on inter alia on the project and its motivation.

This development proposal is subject to Council's standard conditions of sale and by signing. I acknowledge that I have read and understood pages 1 to 23; and I agree to be bound by the conditions of sale contained therein.

Ensure that the following documents are attached:

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

Name and Surname of duly appointed Representative of the Applicant

DINA SHINGENGE

official stamp

Signature: .....

Date: 28/01/2021

28/01/2021

NS

9. Proposal Document for Erf 9029, Swk:

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

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

2. Is the applicant registered as a non-profit organisation:
   No ☑
   Yes ☐
   If yes, please quote the registration number: 21/2018/0682

3. The applicant is duly represented by:
   Name & Surname : DINA SHINGENGE
   ID Number : 8412091085 7
   Marital Status : SINGLE (indicate whether in / out of community of property)
   Postal Address : P.O. Box 7118, SWAKOPMUND
   Residential Address: ERF 780, TAMARISKIA, SWAKOPMUND
   Telephone #: (w) ..... (h) ..... (c) 081 878 6677
   E-mail: <adfnam@gmail.com>

4. The purchase price for Erf 9029, Ext 35, Swakopmund is N$275 794.00 and the property will be allocated based on inter alia on the project and its motivation.

This development proposal is subject to Council's standard conditions of sale and by signing, I acknowledge that I have read and understood pages 1 to 23; and I agree to be bound by the conditions of sale contained therein.

Ensure that the following documents are attached:

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

Name and Surname of duly appointed Representative of the Applicant

DINA SHINGENGE

official stamp

Signature: .....

Date: 28/01/2021

DS 28/01/2021

9. Proposal Document for Erf 9060, Swk:

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

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

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

No ☑
Yes ☐

If yes, please quote the registration number: 21/2018/0682

3. The applicant is duly represented by:

Name & Surname : DINA SHINGENGE
ID Number : 8412091085 7
Marital Status : SINGLE (indicate whether in / out of community of property)
Postal Address : P.O. Box 7118, SWAKOPMUND
Residential Address: ERF 780, TAMARISKIA, SWAKOPMUND
Telephone #: (w) ..... (h) ..... (c) 081 878 6677
E-mail: cadfnam@gmail.com

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

This development proposal is subject to Council's standard conditions of sale and by signing, I acknowledge that I have read and understood pages 1 to 23; and I agree to be bound by the conditions of sale contained therein.

Ensure that the following documents are attached:

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

Name and Surname of duly appointed Representative of the Applicant

DINA SHINGENGE

official stamp

Signature: ..... Date: 28/01/2021

DS 28/01/2021

WORLD HEALTH
CLINICIANS

Date: 20 January 2021.

618 West Avenue Norwalk, CT 06850 United States.
1-203-852-9525.
www.whccc.org
gblick@whccc.org

The Chief Executive Officer
Municipality of Swakopmund
Postal Box Swakopmund
Erongo Region
Namibia

Dear Messrs Municipality of Swakopmund:

RE: SUPPORT TO THE AFRICAN DEVELOPMENT FOUNDATION PROPOSED SWAKOPMUND FRESH AIR CAMP / CENTRE

Our email on the above subject refers.

The World Health Clinicians, Incorporated provides health care facilities. The Company focuses on preventing the spread of HIV/AIDS and sexually transmitted infections, as well as offers treatment, patient advocacy, assistance, and educational services. World Health Clinicians serves patients in the United States.

We have been working with the ADF for close to two years now, and we would like to reiterate our commitment towards the proposed initiative and we are more than ready to purchase the piece of land on their behalf. We have a ready budget to see this project through within a reasonable time frame.

We found the proposed Fresh Air programme to be of paramount importance considering the effects of COVID19 and other social ills that have ravaged parts of Namibia.

Once again, we thank you in advance and anticipation, and should your require any further details, please do not hesitate to communicate with me or my Africa Representative Dr. O. Mouton.

Regards,

Gary Blick, PhD
Founder: World Health Clinicians

DS 28/01/2021

Children's Foundation of
Guelph and Wellington, 87 Waterloo Avenue
Guelph, Ontario
N1H 3H6, Bus Route #9 Waterloo coming from Downtown,
519-26-551
https//www.childrensfoundation.org

January 27, 2021

The Chief Executive Officer
Municipality of Swakopmund
Republic of Namibia

Dear Sir

FIANCIAL ASSISTANCE & PARTNERSHIPTOWARD S THE PROPOSED SWAKOPMUND FRESH AIR CAMP UNDER THE AFRICA DEVELOPMENT FOUNDATION TRUST

Please kindly allow us to introduce the Red Ribbon Children's Foundation. Our email on the above subject refers.

Our Vision: A community where every child and youth has the opportunity to participate, learn, and grow to reach their full potential.

Our Mission: We empower children and youth by connecting families with opportunities to build hope for lifelong change and break the cycle of poverty.

Building Brighter Futures
We are a local organization helping local families. Life can be challenging when there is barely enough money to cover basic human essentials like housing and proper nutrition. For many families in the reality is that they have 'just barely enough' to look after their basic needs. We also know that for many families in our community, 'just barely enough' seems like a luxury.

Life is also an opportunity. Positive and rewarding experiences during key developmental years in childhood and adolescence can shape a child's future and help break cycles of hardship. Together with our donors, volunteers and community partners, we find opportunities in the hard times so that we can help each child grow, explore and unleash their great potential. We invest in children today through our four programs: Adopt-A-Family, Food & Friends, Free to Grow (formerly Free to Play) and Scholarships to build brighter futures tomorrow.

More than 3,000 volunteers work with the Foundation in one way or another. To best serve our community, the CFGW works closely with social service agencies, local municipalities, school boards and other organizations. Your support of the Children's Foundation of Guelph and Wellington is an investment in the health and future of our community, an investment in brighter futures.

In our world, opportunity outshines hardship every time, as such we are committing our resources to the tune of about US$70,000.00 towards the establishment of the proposed Swakop Fresh Air Camp within your area of jurisdiction.

Please find this initiative to be very important and beneficial to our children in Namibia.

Sincerely,

Emma Rogers, CEO
https://www.childrensfoundation.org

DS 28/01/2021

POWER OF ATTORNEY

BE IT ACKNOWLEDGED THAT WE, the **THREE** Directors of **AFRICA DEVELOPMENT FOUNDATION, Registration Number: 21/2018/0682,** duly appoint the undersigned, **DINA SHINGENEGE**, ID: **84120910857,** as the Authorised Representative of the Africa Development Foundation.

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

This power of attorney is effective upon execution.

Signed this **27th day of January 2021**, @ Swakopmund District of Namibia

Signed:

1. Wonesai W. Sithole, Director
2. MAL Udeh, Programmes Advisor
3. PM Simbotwe, Business Development Officer

DS 28/01/2021

Form CM 29

REPUBLIC OF NAMIBIA

COMPANIES ACT 2004
(Sections 224(2), 284, 328(1), 331(1) and 333(1)) (Regulation 46(1))

CONTENTS OF REGISTER OF DIRECTORS, AUDITORS AND OFFICERS

Companies Registration Office
PO Box 21214
WINDHOEK
NAMIBIA

Registration Number of Company: 21/2018/0682

Revenue stamp or revenue franking machine impression N$10,00

Name and postal address of Company: **AFRICA DEVELOPMENT FOUNDATION (SECTION 21)**
P.O.BOX 8028, SWAKOPMUND, NAMIBIA

Return of particulars as at: **DATE OF INCORPORATION**

WONESAI WORKINGTON SITHOLE (name of director or officer)

state that, the written consent of the directors or officers whose names appear in this return have been obtained on a duly completed form CM 27, the directors or officers are not disqualified under section 225.

Signed: Sithole W

Date: **08 FEBRUARY 2018**

A. Directors

KEY TO PERSONAL PARTICULARS REQUIRED	PERSONAL PARTICULARS
1. Surname	**SITHOLE**
2. Full forenames	**WONESAI WORKINGTON**
3. Former surname and forenames	**NONE**
4. Identity number or, if not, available, date of birth	Year: 7 8; Month: 0 1; Day: 2 3
5 (a) Date of appointment	**DATE OF INCORPORATION**
(b) Designation	**DIRECTOR**
6. Residential address	**#16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA**
7. Business address	**#16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA**
8. Postal address	**P.O.BOX 8028, SWAKOPMUND, NAMIBIA**
9. Nationality (if not Namibian)	
10. Occupation	**EMERGENCY AND DISASTER MANAGEMENT**
11. Resident in Namibia (Yes or No)	**YES**
12. Nature of change in 1 to 8 above and date	**NONE**

DS 28/01/2021

CONTINUOUS OF Form CM 44C

Particulars of subscriber	Date and signature of subscriber	Particulars of witness	Date and signature of witness
3. Full names **PRISCAR MUKELABAI SIMBOTWE** Occupation **ADMINISTRATOR** Residential address **ERF: #16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA** Business address **ERF: #16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA** Postal address **P.O.BOX 8028, SWAKOPMUND, NAMIBIA**	**13 FEBRUARY 2016**	3. Full names **LAIMI SHIVUTE** Occupation **BUSINESS CONSULTANT** Residential address **ERF: 7248, PESKE STREET, WINDHOEK, NAMIBIA** Business address **269, INDEPENDENCE AVENUE, BPI HOUSE OFFICE 213, WINDHOEK, NAMIBIA** Postal address **P.O.BOX 51126, BACHBRECHT, WINDHOEK, NAMIBIA**	**13 FEBRUARY 2016**
4. Full names **ANITA SIBONOKEHLE GUVI** Occupation **DEVELOPMENT SPECIALIST** Residential address **ERF: #16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA** Business address **ERF: #16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA** Postal address **P.O.BOX 8028, SWAKOPMUND, NAMIBIA**	**13 FEBRUARY 2016**	4. Full names **LAIMI SHIVUTE** Occupation **BUSINESS CONSULTANT** Residential address **ERF: 7248, PESKE STREET, WINDHOEK, NAMIBIA** Business address **269, INDEPENDENCE AVENUE, BPI HOUSE OFFICE 101, WINDHOEK, NAMIBIA** Postal address **P.O.BOX 51126, BACHBRECHT, WINDHOEK, NAMIBIA**	**13 FEBRUARY 2016**

DS 28/01/2021

CONTINUOUS OF Form CM 44C

Particulars of subscriber	Date and signature of subscriber	Particulars of witness	Date and signature of witness
6. Full names STANLEY ENOCK HANYA Occupation SOCTAL WORKER Residential address ERF: #16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA Business address ERF: #16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA Postal address P.O.BOX 8026, SWAKOPMUND, NAMIBIA	13 FEBRUARY 2018	8. Full names LAIMI SHIVUTE Occupation BUSINESS CONSULTANT Residential address ERF: 7248, PESKE STREET, WINDHOEK, NAMIBIA Business address 269, INDEPENDENCE AVENUE, BPI HOUSE OFFICE 213, WINDHOEK, NAMIBIA Postal address P.O.BOX 51126, BACHBRECHT, WINDHOEK, NAMIBIA	13 FEBRUARY 2018
6. Full names TAWANDA GUVI Occupation PROPOSAL AND REPORTS COORDINATOR Residential address ERF: #16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA Business address ERF: #16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA Postal address P.O.BOX 8026, SWAKOPMUND, NAMIBIA	13 FEBRUARY 2018	8. Full names LAIMI SHIVUTE Occupation BUSINESS CONSULTANT Residential address ERF: 7248, PESKE STREET, WINDHOEK, NAMIBIA Business address 269, INDEPENDENCE AVENUE, BPI HOUSE OFFICE 101, WINDHOEK, NAMIBIA Postal address P.O.BOX 51126, BACHBRECHT, WINDHOEK, NAMIBIA	13 FEBRUARY 2018

DS 28/01/2021

CONTINUDUS OF Form CM 44C

Particulars of subscriber	Date and signature of subscriber	Particulars of witness	Date and signature of witness
7. Full names **WONESAI WORKINGTON SITHOLE** Occupation **EMERGENCY AND DISASTER MANAGEMENT** Residential address **ERF: #10, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA** Business address **ERF: #16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA** Postal address **P.O.BOX 8028, SWAKOPMUND, NAMIBIA**	**13 FEBRUARY 2018**	7. Full names **LAIMI SHIVUTE** Occupation **BUSINESS CONSULTANT** Residential address **ERF: 7248, PESKE STREET, WINDHOEK, NAMIBIA** Business address **269, INDEPENDENCE AVENUE, BPI HOUSE OFFICE 213, WINDHOEK, NAMIBIA** Postal address **P.O.BOX 51126, BACHBRECHT, WINDHOEK, NAMIBIA**	**13 FEBRUARY 2018**
8. Full names **HUGOVE HAMADZIRIPI** Occupation **STRATEGY MANAGEMENT DEVELOPMENT PRACTITIONER** Residential address **ERF: #16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA** Business address **ERF: #16, DANTE SQUARE ONE, VREDE REDE STREET, TAMARISKIA, SWAKOPMUND, NAMIBIA** Postal address **P.O.BOX 8028, SWAKOPMUND, NAMIBIA**	**13 FEBRUARY 2018**	8. Full names **LAIMI SHIVUTE** Occupation **BUSINESS CONSULTANT** Residential address **ERF: 7248, PESKE STREET, WINDHOEK, NAMIBIA** Business address **269, INDEPENDENCE AVENUE, BPI HOUSE OFFICE 101, WINDHOEK, NAMIBIA** Postal address **P.O.BOX 51126, BACHBRECHT, WINDHOEK, NAMIBIA**	**13 FEBRUARY 2018**

DS 28/01/2021

9. Proposal Document for Erf 9104, Swk:

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

   Tangeni Shilongo Namibia

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

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

   No ☐
   Yes ☒

   If yes, please quote the registration number: in process

3. The applicant is duly represented by:

   Name & Surname : Ms Dina Muningirua, Ms Theresa Rhode

   ID Number : 850512 10554, C7N3J97T

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

   Postal Address : P.O. Box 7341, 9000 Swakopmund

   Residential Address: .....

   Telephone #: (w) 081 34 3059 (h) 081 447 9347 (t) .....

   E-mail: info@tashna.de

4. The purchase price for Erf 9104, Ext 34, Swakopmund is N$275 356.00 and the property will be allocated based on inter alia on the project and its motivation.

This development proposal is subject to Council's standard conditions of sale and by signing, I acknowledge that I have read and understood pages 1 to 23; and I agree to be bound by the conditions of sale contained therein.

Ensure that the following documents are attached:

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

Name and Surname of duly appointed Representative of the Applicant

Dina Muningirua, Theresa Rhode

official stamp

Signature: D Muningirua, T Rhode Date: 27/10/21

Client

USE COPY

MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF

TANGENI SHILONGO NAMIBIA

(non-profit association incorporated under section 21)

ENGLING, STRITTER & PARTNERS
(ATTORNEYS, NOTARIES AND CONVEYANCERS)

PO Box 43
Windhoek
Namibia

12 Love Street
Windhoek, Namibia
Tel: 061- 383300

Sparkasse KölnBonn

Kundenfinanzstatus
28.01.2021

Personennr. 2080515101
Verein
Tangeni Shilongo Namibia e.V.
Hartwichstr. 59/61
50733 Köln

BusinessCenter
Adolf-Grimme-Allee 2, 50829 Köln
Telefon: 0221 226-90900
Fax: 0221 226-490900
E-Mail: businesscenter@sparkasse-koelnbonn.de

Verträge		Saldo in Euro
Konto-/Vertragsnummer / Produkt	Vertragsdetails	71.363,82
Sichteinlagen	1 Vertrag	71.363,82
1934456151 Firmenkonto S	IBAN: DE72 3705 0198 1934 4561 51 Überz.-Zins: 18,500 v.H.	
		71.363,82 EUR
Summe Einlagen		0,00 EUR
Summe Verbindlichkeiten		71.363,82 EUR
Gesamtsumme		
Gesamtsumme Verbund		71.363,82 EUR
Summe Einlagen		0,00 EUR
Summe Verbindlichkeiten		71.363,82 EUR
Gesamtsumme		

Namibia-Dollar //
Currency Rate 28/01:
1.314.115 NAD

900 065.001 D2 VF (Fassung Mai 2011) - v1.2 - o

P.O. Box 885 Swakopmund Namibia
Cell: 081 2961113
Email: ivannakriner@gmail.com

DRC
School Project &
Community Centre
W.O. 238

January 2021

To whom it may concern

I, Ivanna Kriner, founder of the DRC School Project & Community Centre, hereby confirm that the German Non-Profit-Organisation "Tangeni Shilongo Namibia" is actively supporting the DRC School Project & Community Centre (W.O. 238) in DRC, Swakopmund since 2015 and has been the main sponsor.

The objective of the organisation is to develop a community centre, run by the community, where community members can proactively discuss issues facing their lives and their development, as well as have access to information and services to aide them in their development.

The support of "Tangeni Shilongo Namibia" includes:

- Sponsoring the full salary of 3 staff members & part of the salary of 2 staff members
- Renovation of the already existing 5 container classrooms
- Purchase and conversion of a 12m shipping container into a library
- Purchase and conversion of two 6m shipping containers into a new classroom
- Purchase and conversion of a 6m shipping container into a kitchen
- Construction of a concrete wall around the centre and the playground
- Construction of a playground with slide, see-saw, swings, basketball net, etc.
- Supply of wooden desks for the breaks
- Renovation and additional construction of sanitary facilities (toilets, sinks)
- Upkeeping the Maintenance of the building including windows, doors, locks, paint
- Implementation of a "Fruitkitchen" – fruits for every child at the Project twice a week
- Organisation of excursions with the children and funding of special events (e.g. Valentine's Day, Christmas, Easter)
- Occasional purchase of teaching materials and stationary
- Food relief of the families registered at the Project during the Covid-19 pandemic
- Giving scholarships to graduates of DRC School Project

The NGO "Tangeni Shilongo Namibia" is currently in the process of registering in Namibia. Their name "Tangeni Shilongo Namibia" is already reserved at BIPA.

Regards,

Ivanna Safigliola Kriner

Ivanna Kriner

Director

Classroom

Panel or Section		Nº	unit	Panel Type: e-Ghetto		e-Gumbo		e-SIP		e-Ghetto	e-Gumbo	e-SIP	Sub-total
SIP Nail-base (insulated sub-floor)			m²	N$ 255 /m²									
Full-width Wall Panel	1220 mm			N$ 720		N$ 800		N$ 1,080	23			N$ 24 840.00	N$ 24 840.00
Half-width	608 mm			N$ 380		N$ 420		N$ 560					
Quarter width	302 mm			N$ 190		N$ 210		N$ 280	12			N$ 3 360.00	N$ 3 360.00
Specific width	–			POR		POR		POR					
Window Panel	KB-1F			N$ 1,775		N$ 1,865		N$ 1,965					
	KC-1F			N$ 1,470		N$ 1,615		N$ 1,850					
	KB-1 L/R												
	KB-2 L/R												
Door Panel (Meranti - exterior)				N$ 2,220		N$ 2,440		N$ 2,620	1			N$ 2 620.00	N$ 2 620.00
Door Panel (Pine - interior)				N$ 1,765		N$ 1,940		N$ 2,220					
Door Panel (Sliding - interior)				N$ 650		N$ 890		N$ 1,010					
Ridge beam	SAP 25 by 114 mm		m³	@ N$ 35.00 / m²									
	SAP 38 by 152 mm		m³	@ N$ 56.70 / m²									
	SAP 50 by 152 mm		m³	@ N$ 80.00 / m²									
	I-Joist 36 by 160 mm		m³	@ N$ 94.30 / m²									
	I-Joist 48 by 260 mm		m³	@ N$ 162.60 / m²									
	Timber lattice girder 54 by 418 mm		m³										
MgO as roof cover	12 mm thick sheet		m²	@ N$ 121.65 / m²									N$ 15 097.50
SIP roof panel	38 mm's thick panel	61	m²	@ N$ 247.50 / m²									
	122 mm's thick panel		m²										N$ 3 200.00
Gable end	/ m	10	m³	@ N$ 320.00 / m²									N$ 119 933.40
Optional necessities													N$ 4 950.00
Delivery (Swakopmund)													N$ 9 300.00
Installation / Construction	@ N$ 150.00 / panel								62				

WIP Nº 3458

Grand Total	N$ 183 300.90

Panel or Section		Nº	Unit	Panel Type: e-Ghetto		e-Gumbo		e-SIP		e-Ghetto	e-Gumbo	e-SIP	Sub-total
SIP Nail-base (insulated sub-floor)			m²	N$ 255 /m²									
Full-width Wall Panel	1220 mm			N$ 720		N$ 800		N$ 1,080	46	46+6		N$ 49,680	N$ 49,680
Half-width	608 mm			N$ 380		N$ 420		N$ 560	11			N$ 6,160	N$ 6,160
Quarter width	302 mm			N$ 190		N$ 210		N$ 280	23	4+19		N$ 6,440	N$ 6,440
Specific width	-			POR		POR		POR					
Window Panel	KB-1F			N$ 1,775		N$ 1,865		N$ 1,965					
	KC-1F			N$ 1,470		N$ 1,615		N$ 1,850					
	KB-1 L/R												
	KB-2 L/R												
Door Panel (Meranti - exterior)				N$ 2,220		N$ 2,440		N$ 2,620	2			N$ 5,240	N$ 5,240
Door Panel (Pine - interior)				N$ 1,765		N$ 1,940		N$ 2,220					
Door Panel (Sliding - interior)				N$ 650		N$ 890		N$ 1,010					
Door for toilet stall		8	ea	N$ 726									N$ 5,808
Ridge beam	SAP 25 by 114 mm		m^s	@ N$ 35.00 / m²									
	SAP 38 by 152 mm		m^s	@ N$ 56.70 / m²									
	SAP 50 by 152 mm		m^s	@ N$ 80.00 / m²									
	I-Joist 36 by 160 mm		m^s	@ N$ 94.30 / m²									
	I-Joist 48 by 260 mm		m^s	@ N$ 162.60 / m²									
Timber lattice girder	54 by 418 mm		m^s										
MgO as roof cover	12 mm thick sheet		m²	@ N$ 121.65 / m²									
SIP roof panel	38 mm's thick panel	92	m²	@ N$ 247.50 / m²									N$ 22,770
	122 mm's thick panel		m²										
Gable end	/ m	28	m^s	@ N$ 320.00 / m²									N$ 8,960
Optional necessities													N$ 286,862
Delivery (Swakopmund)													N$ 5,900
Installation / Construction	@ N$ 150.00 / panel								136				N$ 20,400

WIP Nº 3458-A

Grand Total	N$ 418,219.50

DEVELOPMENT PROPOSAL FROM

TSN

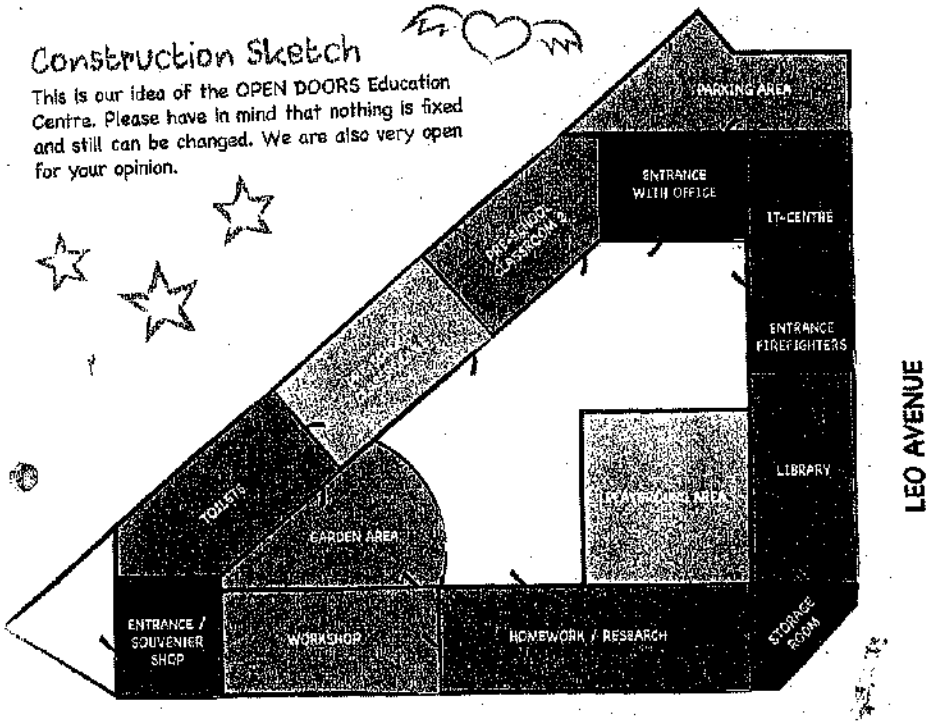
TANGENI SHILONGO NAMIBIA

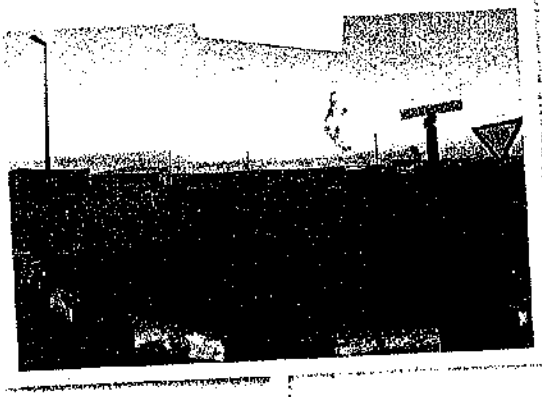
FOR ERF 9104, EXT 34, SWAKOPMUND

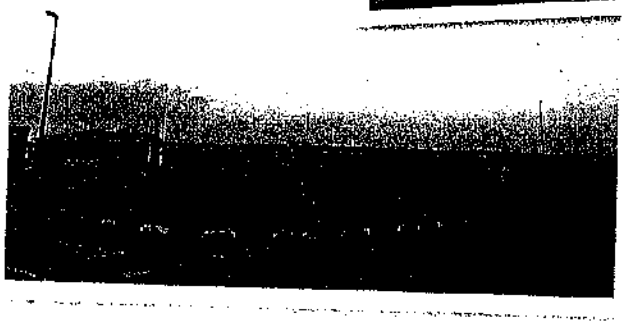
OPEN DOORS EDUCATION CENTRE (ODEC)

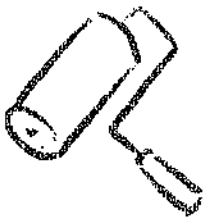
Construction Sketch

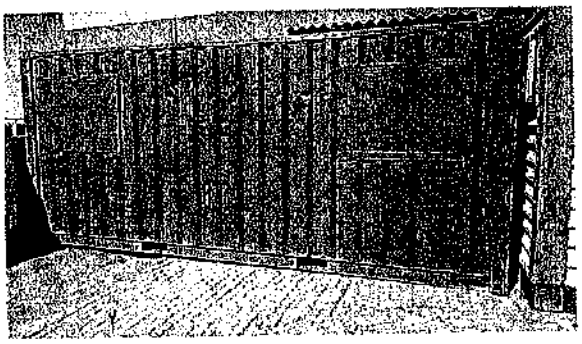
This is our idea of the OPEN DOORS Education Centre. Please have in mind that nothing is fixed and still can be changed. We are also very open for your opinion.









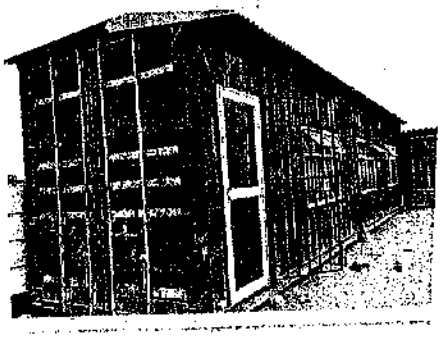


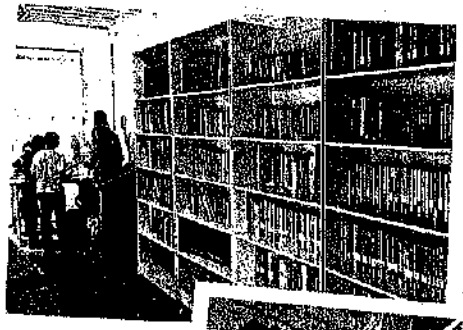
Construction of a kitchen

We hope that in the future every school day can be enriched with a warm meal. For this purpose, we bought a small ship container in May 2018, which we converted into a kitchen: electricity and a sink were installed. In the future, a refrigerator is to be installed and a stove is to be placed. Maize porridge (called "Pap" in Namibia) is mainly prepared with sauce, vegetables or meat. We work together to bring in continuity and to offer this food on a daily basis. We are still in a test phase.

Fruitkitchen

In the school project, we wanted to offer the children and young adults a healthy snack and to distribute a large load of fruits and vegetables weekly. We contacted a local supermarket and asked them if they could support us in the realization of a "fruitkitchen. " The branch manager of Fruit&Veg supermarket was very open to the idea and extremely helpful. We have set up an account there and pay in a monthly amount of money.





Purchase & expansion of a ship container: New school class & library

In March 2016, we bought a 12m long ship container in the neighbouring and port city of Walvis Bay, because we agreed that even more children and young people could benefit from the free offers of the school project, but there was simply a lack of space. The ship container then had to be upgraded, rebuilt and furnished. The effort was worth it, because the container is now used as a classroom and library. The ship container, which was shipped all over the world during its lifetime, now offers more space in the school project and creates a place for learning and relaxing.

Construction of a concrete wall: to protect children and young adults

The school project is located next to a fast-driving main road. In consultation with the responsible teachers, we decided to build a concrete wall around the center to ensure the protection of children and young adults. The wall was painted between 2015 and 2019 in small stages and with the support of volunteers and children.

9. Proposal Document for Erf 9104, Swk:

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

   Mariljoterad pre-school & day care

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

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

   No ☐
   Yes ☑

   If yes, please quote the registration number: 001/2019/1150

3. The applicant is duly represented by:

   Name & Surname : Sheron Leandra Somses

   ID Number : 8902220500608

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

   Postal Address : P.O. Box 460 Sinclair

   Residential Address: erf 6982 build together

   Telephone #: (w) ..... (h) ..... (c) 0814694769

   E-mail: Sherdavis07@gmail.com

4. The purchase price for **Erf 9104, Ext 34, Swakopmund** is **N$275 356.00** and the property will be allocated based on inter alia on the project and its motivation.

This development proposal is subject to Council's standard conditions of sale and by signing, I acknowledge that I have read and understood pages 1 to 23; and I agree to be bound by the conditions of sale contained therein.

Ensure that the following documents are attached:

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

Name and Surname of duly appointed Representative of the Applicant

Sheron Leandra Somses

official stamp

Signature: .....

Date: 22/01/21

bipa

BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY

BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY

COMPANIES ACT, 2004
[Section 43(2)]

Certificate for Registration of Defensive Name

REGISTRATION NUMBER OF DEFENSIVE NAME

D/2019/1150

This is to certify that the name

MAVUYOLAND PRE-SCHOOL AND DAYCARE

has been registered as a defensive name from 07/05/2019 and is valid until 06/05/2021.

Signed at **WINDHOEK** this 7th Day Of May Two Thousand And Nineteen.

REGISTRAR OF COMPANIES

REPUBLIC OF NAMIBIA
BUSINESS & INTELLECTUAL PROPERTY AUTHORITY
bipa
Registration Office

YOUR FUTURE OUR MISSION

SOCIAL SECURITY COMMISSION

REPUBLIC OF NAMIBIA
SOCIAL SECURITY COMMISSION

SOCIAL SECURITY ACT, 1994

CERTIFICATE OF REGISTRATION AS AN EMPLOYER

(Section 26/Regulation 3)

This is to certify that -

MAVUYOLAND PRE-SCHOOL & DAY CARE (Name of Employer)

Social Security Registration Number

30143428

Has been registered with the SOCIAL SECURITY COMMISSION as an Employer

EXECUTIVE OFFICER

www.wanakale.com
admin@wanakale.com
081 125 2510
085 125 2510

Member Of The Southern African Institute Of Business Accounts

Practice No:4132

31 July 2019

The Registrar of Close Corporation
Ministry of Trade and Industry
Windhoek, NAMIBIA

TO WHOM IT MAY CONCERN

CONSENT LETTER TO ACT AS AN ACCOUNTING OFFICER

I hereby agree, in terms of Section 59 (1) of the Close Corporation Act of 1988, to act as an Accounting Officer of the Close Corporation to be registered under the name of:

MAVUYOLAND PRE-SCHOOL AND DAY CARE, D/2019/1150

If there are any queries, please do not hesitate to contact the aforementioned.

Thank you for your corporation.

Yours Faithfully

.....

Rachel.N.Keshala
Southern African Institute of Business Accountants
rachel@wanakale.com
Saibar no: 4132

Rachel. N Kashala

(Practise no. SAIBA4132)

MINISTRY OF FINANCE
DEPARTMENT: INLAND REVENUE WALVIS BAY

Tel: (+264) 405185
Fax: (+264) 406138

Receiver of Revenue
satellite office
Private Bag 5009
Swakopmund
NAMIBIA

Enquiries: **Nambala MN**
Our Ref: 10363102-01-1

14 November 2019

To whom it may concern

Please be informed that **Sheron Leandra Somses t/a Mavuyoland Pre-School and Daycare** is not liable to be registered for Value Added Tax as per section 15(2) (a) VAT Act no. 10 of 2000 as amended by section 7 of Act No. 34 of 2000, as the taxable activity is not exceeding the threshold of N$ 500 000.

MINISTRY OF FINANCE
INLAND REVENUE
REMITTANCE 5
14 -11- 2019
PRIVATE BAG 5027
WALVIS BAY
REPUBLIC OF NAMIBIA

Yours faithfully

Pp RECEIVER OF REVENUE

REPUBLIC OF NAMIBIA

OFFICE OF THE EMPLOYMENT EQUITY COMMISSIONER

Tel: (061) 379 150
Fax: (061) 268 267
Website: www.eec.gov.na

Private Bag 19003
Khomasdal
No.8 Hoogenhout Street
Windhoek-West, Namibia

Enquiries: OF Tjiurutue E-Mail: otjiurutue@eec.gov.na
Our Ref: 0007-466 Your Ref:

16 September 2019

CONFIRMATION OF NON-RELEVANT EMPLOYER STATUS

1. This is to inform that MAVUYOLAND PRE-SCHOOL & DAY CARE is not a relevant employer in terms of the Affirmative Action (Employment) Act, Act 29 of 1998.

2. The Minister of Labour, in terms of Section 20 of the Act, identified in the Government Gazette, No 3658 of 1 July 2006, as a relevant employer for the purpose of Affirmative Action (Employment) Act, an employer who or which employs 25 or more employees.

3. MAVUYOLAND PRE-SCHOOL & DAY CARE has informed the Employment Equity Commission that it employs less than 25 employees, and is therefore, in terms of the provisions referred to in paragraph above not a relevant employer for the purpose of Affirmative Action (Employment) Act, Act 29 of 1998, MAVUYOLAND PRE-SCHOOL & DAY CARE thus not obliged to implement affirmative action or to submit an AA Report and Section 42 of the Act is consequently not applicable to it.

O. Podewiltz
Employment Equity Commissioner

OFFICE OF THE EMPLOYMENT EQUITY COMMISSIONER
REPUBLIC OF NAMIBIA
EEC

PS: This Declaration is valid for 12 months, effective from the date of issue, provided that the staff complement does not exceed 24 during the period in question.

REPUBLIC OF NAMIBIA

MINISTRY OF INDUSTRIALISATION, TRADE AND SME DEVELOPMENT

CERTIFICATE OF REGISTRATION AS A MSME

This is to certify that the business has been registered as a MSME and qualifies for the incentives and benefits designated for the Micro, Small and Medium Enterprises as defined in the National policy on Micro, Small and Medium Enterprises in Namibia adopted by Cabinet in 2016.

Registration Number: D/2019/1150
Name of Company: MAVUYOLAND PRE-SCHOOL AND DAYCARE
Nationality (Percentage Shares): NAMIBIAN (100%)
Physical Address: 4425 MANDUMEE MENGELA VALOMBOLA, ONGWEDIVA, , NAM,
Postal Address: P.O BOX 90093, , ONGWEDIVA, NAM, 9000
Business Location/Constituency/Region: URBAN AREA/SWAKOPMUND/ERONGO
Company Information
Core Business Principle: PRE AND DAYCARE
Capital Employed: N$ 10000.00
Labour Force: 1
Last Year Turnover: N$ 0 - 300,000

Issued By: ERONGO REGIONAL OFFICE
Industrial Development Directorate
09 JAN 2020
09-01-2020
REPUBLIC OF NAMIBIA
MINISTRY OF INDUSTRIALISATION, TRADE & SME DEVELOPMENT

Certificate Number: SME0169454/2020

Valid from: 09-01-2020 to 07-06-2021.

MICRO, SMALL & MEDIUM ENTERPRISES

GROWTH AT HOME

ANNEXURE "D"

Aina Uushona

From:	Aina Uushona
Sent:	Wednesday, 17 February 2021 09:49
To:	'Africa Development Foundation Trust Namibia'
Cc:	Andre Plaatjie
Subject:	RE: Development Proposals Received / Erf 9060 Ext 35, Swakopmund

Hi Dina,
Noted with thanks
regards
From: Africa Development Foundation Trust Namibia [mailto:adfnam@gmail.com]
Sent: Wednesday, 17 February 2021 09:09 AM
To: Aina Uushona
Cc: Andre Plaatjie
Subject: Development Proposals Received / Erf 9060 Ext 35, Swakopmund

Good day ma'am Uushona,

Thank you for the e-mail.

Considering the nature of our programmes and activities, the first priority would be: Erf 9060 Extension 35, (however, if not successful, we would settle for either of the remaining two, we wont have problem with that.)

Please confirm receipt of this email. Thank you.

Regards,

Dina Shingenge

On Tue, 16 Feb 2021, 12:08 pm Aina Uushona, <auushona@swkmun.com.na> wrote:

Dear Ms Shingenge,

Good day to you.

I am busy with the evaluation of development proposals received before or on the due date of 29 January 2021.

Your entity submitted three development proposal for three erven (Erf 9104 Ext 34, Erf 9029,Ext 35 & Erf 9060 Ext 35)respectively.

Referring to above, Council will only consider one erf per entity and should your entity be successful, **which erf amongs the three erven would your entity regard as suitable.**

Your soonest responds will be highly appreciated

Thanks

Kind regards

Aina Uushona
Property Officer | Corporate Services & Human Capital
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund | Erongo
Office: +264 64 410 4216 | Email: auushona@swkmun.com.na
Website: www.swkmun.com.na
Thank you for considering the environmental impact of printing emails

11.1.3 **01: FEEDBACK FROM SCHOOL OF EXCELLENCE CC REGARDING DELAY IN DEVELOPMENT OF A SCHOOL ON ERF 4666, EXTENSION 9, SWAKOPMUND**
02: REPOSSESSION OR ALTERNATIVELY GIVING A PORTION OF LAND BACK TO COUNCIL
(C/M 2021/04/29 - 19.03.08.4666, E 4666)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **7.3** page **69** refers.

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

1. **Introduction**

The purpose of this submission is for the Management Committee to consider the repossession of Erf 4666, Swakopmund from Swakopmund School of Excellence CC.

Or

Alternatively, to offer the said erf to the CC that they return an unused portion to Council at the price it was transferred to them, so that Council can obtain a new purchaser who will develop the entire site.

Annexure "A" is a map indicating the location of the erf.

2. **Background**

On **31 July 2013**, Council, under item 11.1.9 approved the sale of Erf 4666, Swakopmund measuring 7.3192 hectares to Messrs School of Excellence CC at a purchase price of N$1 679 756.00.

The date of sale commenced on date of last party signing the Deed of Sale, which was **17 December 2014** and transfer took place on **28 July 2015.** The purchaser was requested to develop the erf in line with their proposal **(Annexure "B"),** as per clause 7.3.2 of the Deed of Sale, construction was to be completed within 60 months (5 years) from date of last party signing. The five year period therefore lapsed on **16 December 2019**. No Building Completion Certificate for the approved building has been issued.

Several attempts (records are on file), as indicated below, have been made to obtain compliance with Council's conditions of sale. To date only part of a small building has been erected on site.

Messrs School of Excellence CC	*Property Section*
14 Dec 2015 *Requested for postponement to commence with construction*	*05 Feb 2016* *Acknowledged letter and request for a timeline*
22 Feb 2016 *Submitted Timeline*	*23 Feb 2016* *Acknowledged receipt of Timeline*

05 April 2016 *Requested special permission to start with construction*	*27 April 2016* *ES replied to purchaser by granting permission to build first parts that is in line with the approved building plans*
	7 July 2016 *Request a progress report*
	03 Mar 2017 *Requested a progress report*
	16 Jun 2017 *Requested progress report (construction came to standstill since late 2016)*
	19 July 2017 *Reminder was sent to purchaser*
9 Oct 2017 *Informed Council they will commence with a youth hostel*	*23 Oct 2017* *Replied to purchasers' letter* *20 Oct 2017* *Requested comments from ES*
18 Oct 2017 *Requested to buy another portion of land due to conflict between a 3rd member who came on board of the CC and has the majority shares*	*02 Nov & 16 Nov 2017* *Replied letters were sent*
6 Dec 2017 *They confirmed that two members of the CC withdrew from the CC and will not be able to construct the envisaged school*	
	14 May 2018 *Requested progress report*

3. **Current Situation**

In response to our memo of **17 January 2020** Engineering and Planning Services Department confirmed that 30% of the approved building plans were completed.

On **20 March 2020** Messrs School of Excellence CC was given 14 days' notice to provide an explanation for failure to comply with clause 7.1 - 7.5 of the Deed of Sale and the Title Deed (K436/2015). The project should have been completed by **16 December 2019**. The due date for their response to our letter of **20 March 2020** lapsed on **03 April 2020**.

Due to the National State of Emergency and lockdown a reminder was issued dated **13 May 2020** of which the due date for a reply was 10 June 2020. Both letters were sent by ordinary and registered post.

No reply was received from Swakopmund School of Excellence CC by **10 June 2020**.

The Relevant Conditions

The conditions relevant to the consideration of repossession are in terms of the:

(i) ***Deed of Sale***

Clause 7 is attached as ***Annexure "C"****.*

(ii) ***Notarial Imposition of Conditions K 436/2015***

Attached as ***Annexure "D"****.*

In terms of the deed of sale and the Notarial Imposition of Conditions K 436/2015 a school had to be constructed on the erf by **16 December 2019**.

"*School*" is defined in the deed of sale as a school building or buildings and appurtenant facilities substantially in conformance with the concept layout (**Annexure "B"**) provided by the purchaser.

In considering repossession, Council has alternative options quoted in both the above documents. For ease of reference, quoted from the Notarial Imposition of Conditions:

1.1 Should the Owner fail to construct and complete a school (as defined in the Deed of Sale) at the Property within 60 months as from 17 December 2014 -

1.1.1 the Property will revert back to the Municipality in which event the Owner shall be obliged to retransfer the Property to the Municipality at its own cost and expense and the Municipality shall not be liable to compensate the owner in respect of any improvements effected by the Owner at the Property.

Alternatively, at the option of the Municipality -

1.1.2 the Owner shall pay to the Municipality within 30 days of demand thereto the difference between (a) the purchase price of the Property as paid by the Owner to the Municipality, and (b) the market value of the unimproved Property based on the highest land use of the Property, as at date of this clause being applied by the Municipality and to be determined by a valuator appointed by the Municipality.

The second alternative is not a viable option as it still does not put the purchaser in a position to develop the whole erf.

The second option of paying the difference in value is therefore not recommended since Council has also received numerous enquiries for institutional land in the meantime.

The total footprint of the proposed development is 18 526m² which was approved by Council. The half built structures which are 30% completed, constitutes 506m² which represents only 2.7% of the entire layout.

4. **Latest Management Resolution**

A submission was tabled to the **Management Committee meeting** of **16 July 2020** whether to repossess or to grant further extension of time to complete the development and the following was resolved under item 7.3:

(a) *That the General Manager: Corporate Services & Human Capital makes a final effort to contact Swakopmund School of Excellence to present their delays in the construction of school for Council to consider to grant possible extension of time to complete the development.*

(b) *That subject to point (a) above, the matter be resubmitted to the Management Committee.*

The above resolution was communicated to Messrs School of Excellence CC on **13 August 2020** (**Annexure "D"**). A response attached as **Annexure "E"** was received from them on **04 September 2020**.

5. **Explanation regarding the Delay for Development**

Ms G Muyambo of Messrs School of Excellence CC explained:

(a) *Plans were approved and construction commenced 2015, but the contractor made a mistake and was halted as result.*
(b) *There were disagreements and disputes between 3 members of the CC (Ms H Meyer and Ms L Payne and Mr Strauss); it resulted in Mr Strauss exiting the CC and Ms G Muyambo bought the majority shareholding.*
(c) *A lengthy legal battle started and ended in 2018 when all members came to an agreement.*
(d) *Revised plans for a youth centre was submitted and after 3 years of investing in the project the applicant received feedback from the Engineering Services Department to appoint a new architect.*
(e) *Some technicalities needed to be sorted out between the applicant and the Engineering Services & Planning Department.*
(f) *Submission of a new plan was done and pending approval.*

Messrs School of Excellence CC believe that the construction of a Multi-purpose Youth Centre will transform Swakopmund into an internationally recognised education, arts and technology cultural hub. This idea is in alignment with Council's Structural Plan for 2020-2040, to *"create a sustainable, liveable and inclusive city".*

Ms G Muyambo states that the impact of the pandemic on the economy and livelihoods of people and primarily on the educational system resulted in her reassessing their situation and the traditional educational model. The idea to introduce E-Learning and more technical skills came to light. So too, were the construction of more vocational centres, computer laboratories and a platform for creative arts that will to benefit the local economy.

6. **Discussion**

Engineering & Planning Services Department confirmed on **12 February 2020** that building plans were submitted during 2016 for development of around 3% of the total project. The plans were approved on 28 January 2019.

Although Messrs School of Excellence CC explained that they have lost a number of years of their development period; they however, do not mention how much time will be required to complete the

whole development of 18 000m². In view of their failure over the past 5 years since transfer, it is clear that they will not be able to develop the entire site even with a 5-year extension. As an alternative it would be appropriate to offer to the CC that they return the unused portion to Council at the price it was transferred to them, so that Council can obtain a new purchaser who will develop the entire site. Engineering and Planning Services confirmed (**Annexure "G"**) that the latest plans submitted covers ±9 940m² of the entire area.

Should they accept Council's offer, it is proposed to allow extension of time of 2 years to Messrs School of Excellence CC for construction and completion of a school. The matter of Messrs Eagle Christian Centre who also submitted an explanation regarding the delay of Erf 4443, Ext 9, Swakopmund considered on **29 October 2020.** Under item 11.1.28 Council approved an extension of 1 year to them. The development is less than 10% of the size of Messrs School of Excellence CC. An addendum to the Deed of Sale will be required for the portion that they will retain.

The construction of a Multi-Purpose Centre is secondary to that of a school as set out in the Notarial Imposition of Conditions.

With reference to the rates and taxes plus basic services account, Messrs School of Excellence CC, is in default as on **17 February 2021** to the amount of N$421 205.74 (**Annexure "H"**)

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

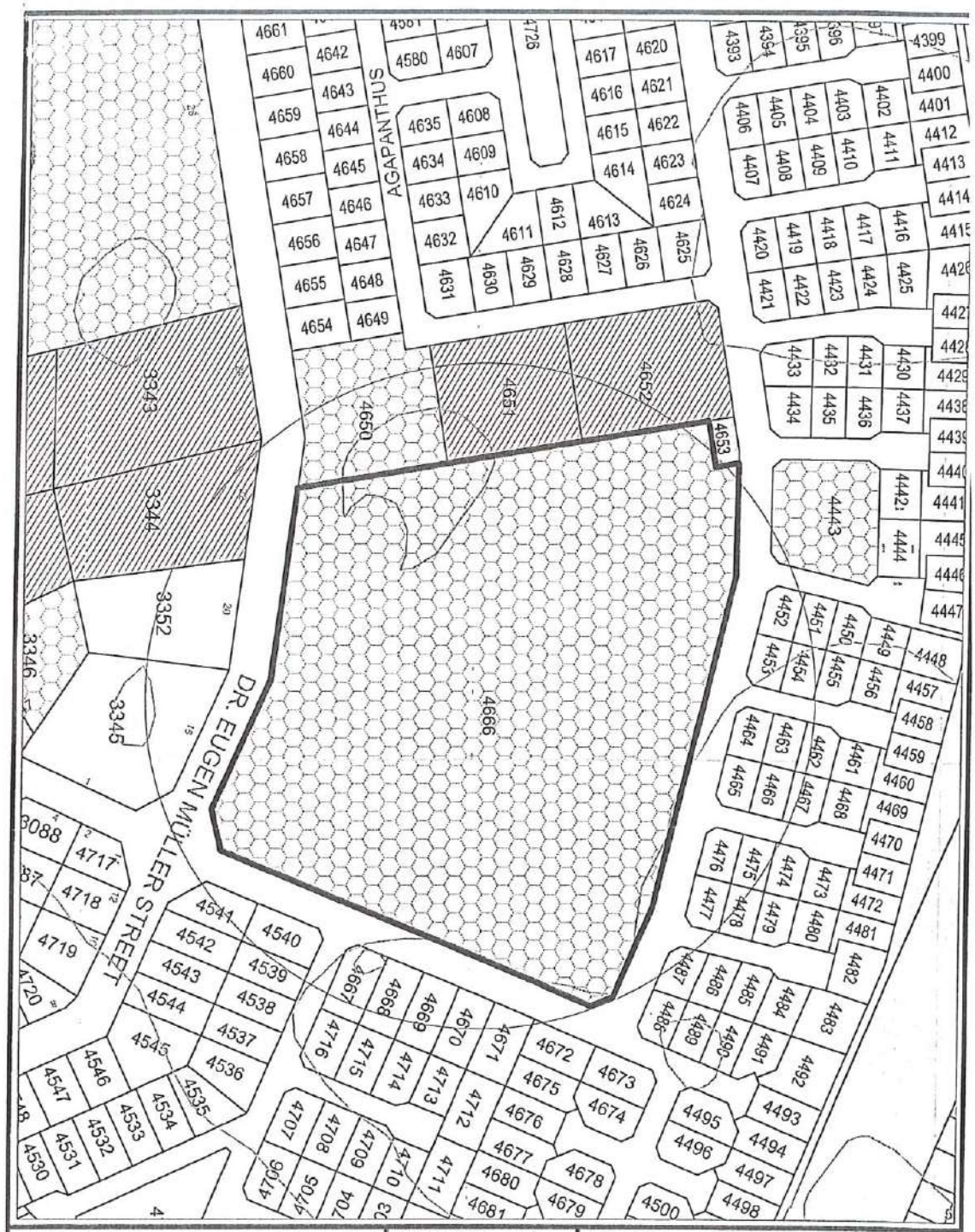
RECOMMENDED:

(a) That Council takes note of the explanation given by Messrs School of Excellence CC for the delay of the development of Erf 4666, Extension 9, Swakopmund within the prescribed 5-year period, which is prescribed in clause 5 and 7 of the Deed of Sale.

(b) That it is clear from the development plans and the progress to date that Messrs School of Excellence CC cannot construct buildings covering an excess of 18 000m² as required by the original approved plans, within a reasonable time.

(c) That before any further action is taken, Messrs School of Excellence CC be given three (3) months to submit prove that the entity has sufficient funds for the development.

ANNEXURE "A"



LOCALITY PLAN OFERF 4666
VINETA
EXTENSION 9

SCALE: 1/3000

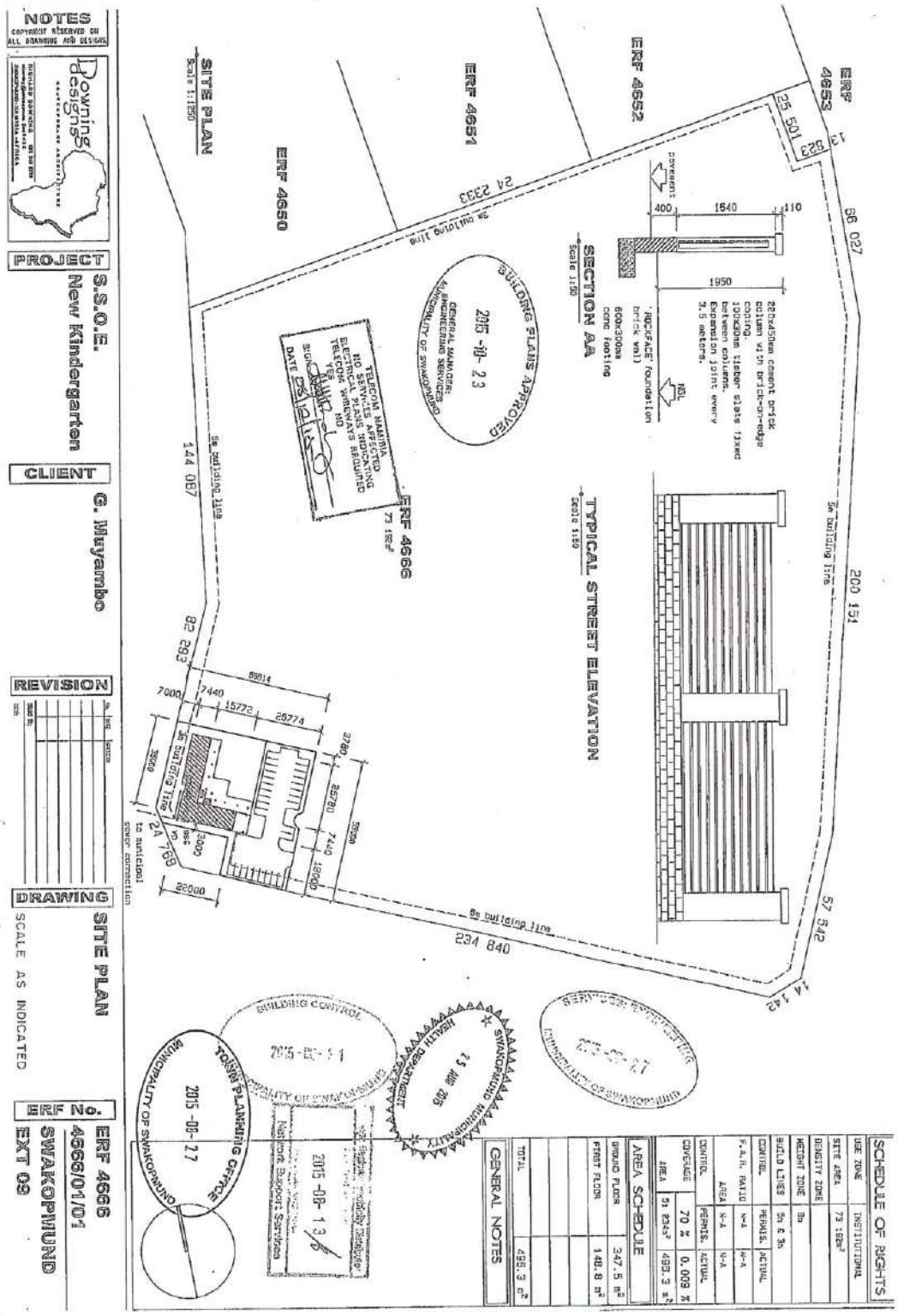
T|N

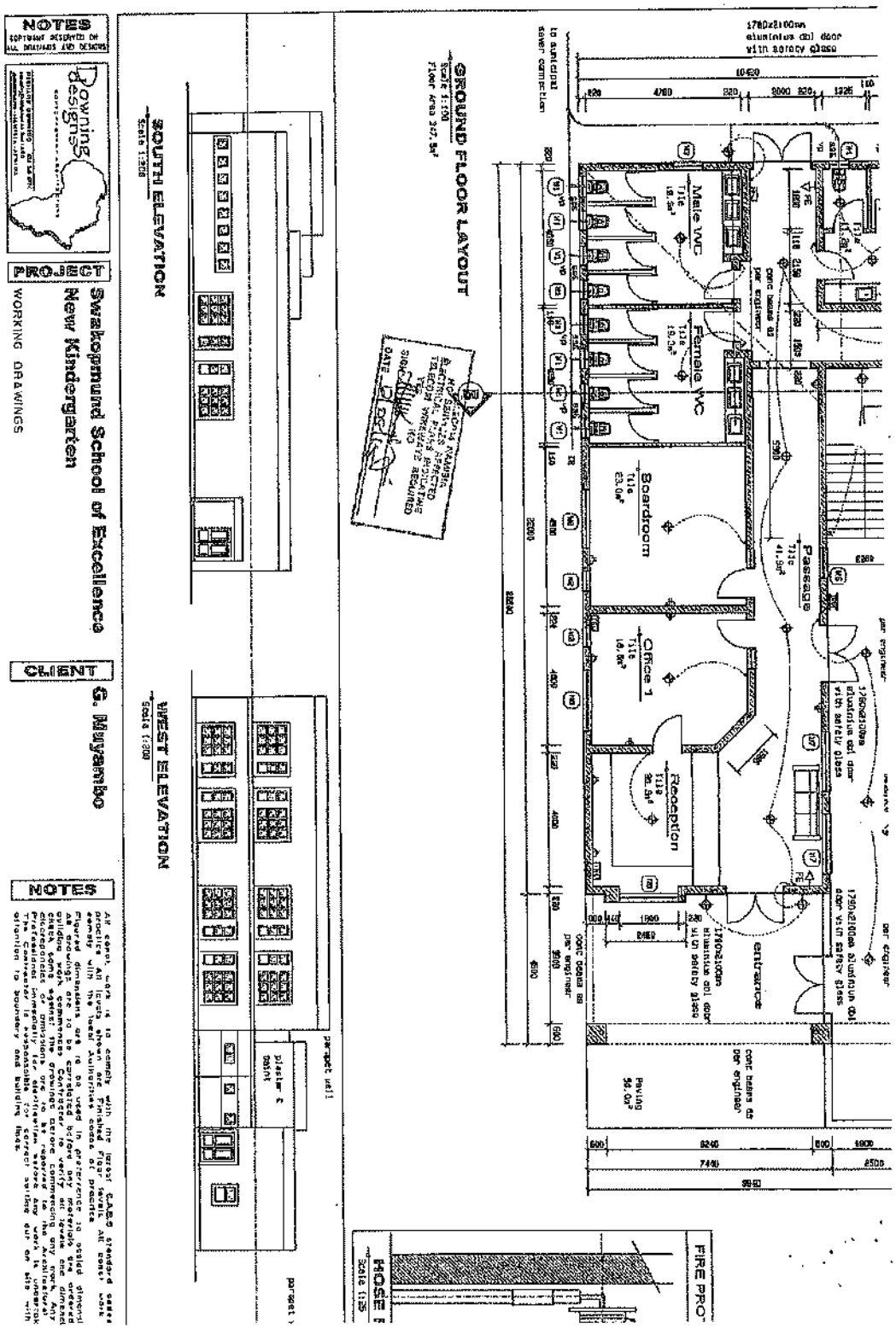
APRIL. 2017

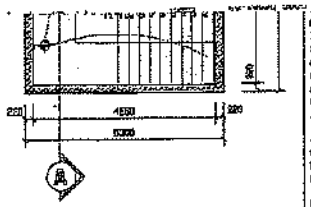
Plan Africa Consulting cc

TEL:(061) 212096
CELL:0812716189
P.O.Box 4114 Windhoek

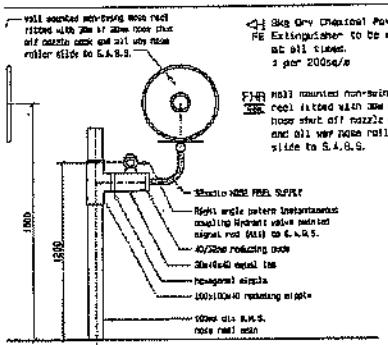
ANNEXURE "B"


SITE PLAN
Scale 1:1250
ERF 4650
ERF 4651
ERF 4652
ERF 4653
ERF 4666
73 182m²
24 233
25 501
56 027
200 151
57 542
14 142
234 840
144 067
82 283
3m building line
5m building line
6m building line
SECTION AA
Scale 1:50
TYPICAL STREET ELEVATION
Scale 1:50
BUILDING PLANS APPROVED
2015 -10- 23
GENERAL MANAGER: ENGINEERING SERVICES
MUNICIPALITY OF SWAKOPMUND
TELECOM NAMIBIA
NO SERVICES AFFECTED
ELECTRICAL PLANS INDICATING
TELECOM WIRING IS REQUIRED
YES
NO
BUILDING CONTROL
2015 -08- 11
MUNICIPALITY OF SWAKOPMUND
TOWN PLANNING OFFICE
2015 -08- 27
MUNICIPALITY OF SWAKOPMUND
HEALTH DEPARTMENT
13 AUG 2015
SWAKOPMUND MUNICIPALITY
2015 -08- 13
Network Support Services
NOTES
COPYRIGHT RESERVED ON ALL DRAWINGS AND DESIGNS
Downing designs
PROJECT
S.S.O.E. New Kindergarten
CLIENT
G. Muyambo
REVISION
DRAWING
SITE PLAN
SCALE AS INDICATED
ERF No.
ERF 4666
4666/01/01
SWAKOPMUND
EXT 09
SCHEDULE OF RIGHTS
USE ZONE: INSTITUTIONAL
SITE AREA: 73 182m²
DENSITY ZONE
HEIGHT ZONE: 8m
BUILD LINES: 3m & 3m
CONTROL: PERMIS. ACTUAL
F.A.R. RATIO: n-A n-A
AREA: N-A N-A
CONTROL: PERMIS. ACTUAL
COVERAGE: 70 % 0.009 %
AREA: 51 234m² 495.3 m²
AREA SCHEDULE
GROUND FLOOR: 347.5 m²
FIRST FLOOR: 148.8 m²
TOTAL: 496.3 m²
GENERAL NOTES


NOTES
PROJECT
Swakopmund School of Excellence
New Kindergarten
WORKING DRAWINGS
CLIENT
G. Muyambo
NOTES
GROUND FLOOR LAYOUT
Scale 1:100
Floor Area 327.5m²
SOUTH ELEVATION
Scale 1:200
WEST ELEVATION
Scale 1:200
Male WC
Female WC
Boardroom
Office 1
Reception
Passage
entrance
Paving
parapet wall
plaster & paint
FIRE PRO



CTION:



EL & HYDRANT

Lay 375 micron DPC in unjoined lengths where possible and with full corner laps over full width of wall, level with the top of concrete surface bed and not less than 150mm above NGL. Lay DPC on natural rock plinth on mass conc footings as per structural Eng. drawings. Lay DPC under jointed wire ties and tuck in under window profiles. 200x440mm Hollow brick: outer non-load bear. walls. 220mm Conc. brick : outer load bear. walls 110mm Conc. brick : internal non-load bear. walls
All new construction work shall be in accordance with S.A.B.S 0400-1990

4. OPENINGS
U-BLOCKS over openings exceeding 1200mm with No.2 off Y16 steel bars and 30Mpa vibrated concrete. All concrete beams as per Structural Engineer's details and specifications.

5. GUTTERS & RAINWATER SYSTEMS :
New uPVC gutters fixed to fascia boards, includes barwith all brackets & accessories acc. to manuf. specs. 38x150mm SA Pine fascia boards to be fixed to rafter ends. Open eaves all round.

6. ROOF CONSTRUCTION:
"ALUSHIM" roof sheeting fixed to timber purlins and trusses as per Engineers details and specifications.

7. CEILING:
FR430 FIRE RETARDENT Reinforced Aluminium Foil Insulation as from SISULATION installed to manufacturers specifications.

8. DRAINAGE and ELECTRICAL
All drainage and Electrical work to be executed to S.A.B.S standards and Local Authority Regulations.

9. PLASTER WORK :
Complete all chased pipe work & services outlets before plastering is commenced. Roughen surfaces where necessary by brushing clean the surface with a wire brush. Wet & slush with 1:1 cement:sand grout to form a key for the plaster. Wet the surface directly before plaster is commenced. Plaster 12-20mm thick. Finish inside plaster with steel trowel, outside with wooden trowel, to an even & smooth finish. Plaster single surfaces in one operation. Protect surfaces against drying out for 3 days.

10. WINDOWS and DOORS:
ALUMINIUM WINDOWS as per window schedule in finish & material; install in positions indicated on Plan. Glazing as per S.A.B.S.
All doors as per door schedule in positions indicated on plan.

All flat concrete roofs, gable end walls, parapet walls, enclosure box gutters and expansion joints must be water proofed with an approved acrylic water proofing agent.

14. CONSTRUCTION JOINTS
Allow for construction and expansion joints in walls below window sills till floor level and in floors as indicated on plan.

15. DECORATIVE STONEWORK
Execute all stonework in such a manner that the finished appearance is as required and to the type selected. All stonework is to be kept as clean as possible during the process and thoroughly cleaned down on completion.

16. BRICK PAVING
All brick paving is to be laid on 150mm well consolidated fill in basket weave pattern. Paving is to be bedded and key jointed in 1:5 cement mortar. All bricks are to be protected during the progress of the works.

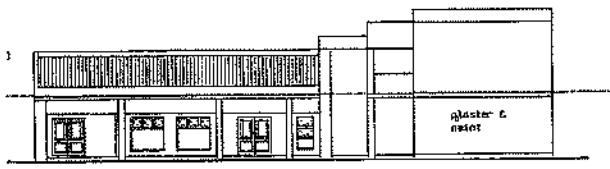
17. COMPACTED FILLING
Allow for back filling with in retaining foundation walls under solid floors to required levels to be performed with selected excavated material placed in layers not exceeding 250mm thick and carefully raked and consolidated with water until compacted.
Filling to be done tressalely after foundation walls are built.
All vegetable matter including tree roots to be removed from filling.
Place insecticide between Compacted fill and Damp-proof membrane.

SITE OPERATIONS
General Waste Compliance with the Code of Practice as set out in the National Building Regulations SABS 0400 in conjunction local authority's bylaws and strictly to approved plans and specifications.
All corner pegs must be allocated as per Surveyor General's diagram before any building work is commenced on site.

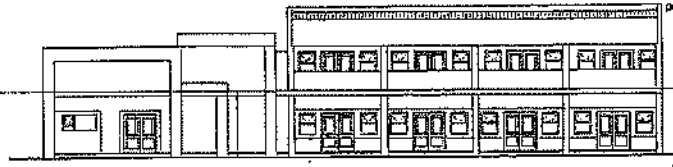
Materials must be of a quality adequate for the purpose for which it is to be utilized and those bearing the SABS mark of approval should be preferred. Where site works may be a danger, nuisance or inconvenience to the public, the client may request for a suitable fence to be erected. Temporary builders sheds, offices and site toilets must be erected in such a position that it is not disturbing or offensive. One toilet is required for a maximum of 30 persons.
Storm water to be diverted to keep the site dry and comfortable for the workmen. The site shall be kept clean at all times during the building period.

All architectural drawings must be read in conjunction with specifications, finishing schedules and any other consultant drawings or details.

SWAKOPMUND MUNICIPALITY
25 NOV 2015
HEALTH DEPARTMENT



NORTH ELEVATION
Scale 1:200



EAST ELEVATION
Scale 1:200

TOWN PLANNING OFFICE
2015 -08- 27
MUNICIPALITY OF SWAKOPMUND

NOTE:
All internal doors are to be 864x2100mm hollow core single doors and 1631x2100mm hollow core double doors

2015 09 15
Network Support Services

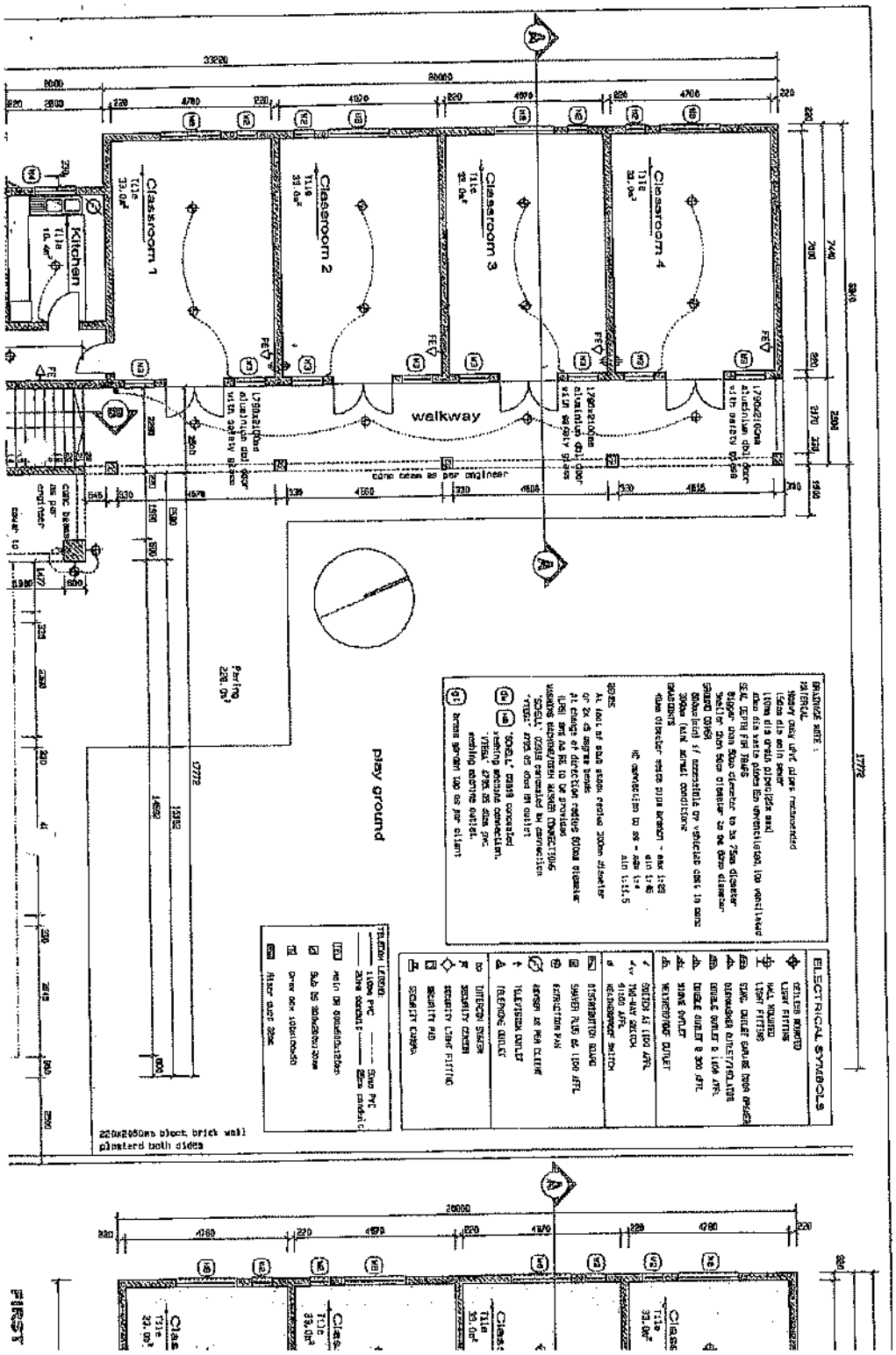
Only a person registered as an Electrical Contractor with the Erongo RED may perform installation work.
Electrical installation work must comply with SANS 10142 and the Erongo RED Standard Con[illegible]n for the Supply of electricity.

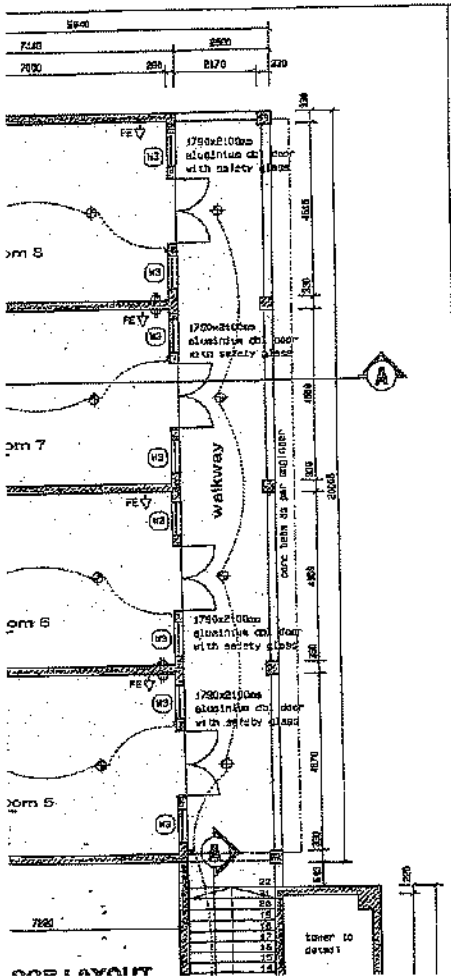
REVISION

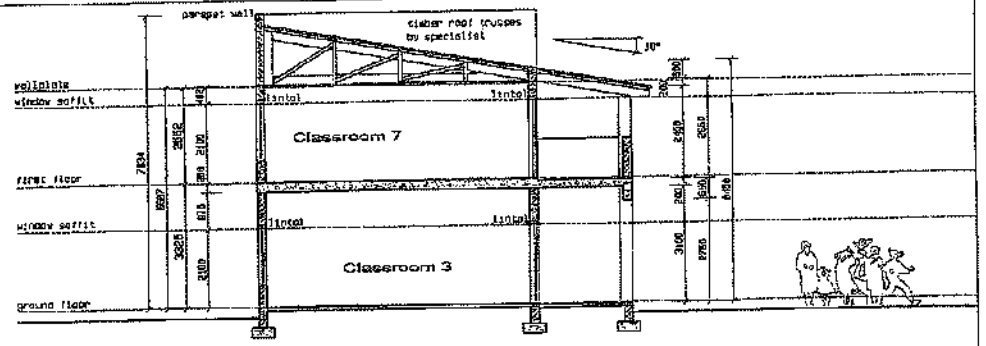
DRAWING
PLAN LAYOUT
SCALE AS INDICATED

ERF INFO
ERF 4666
4666/01/02
SWAKOPMUND
EXT 09

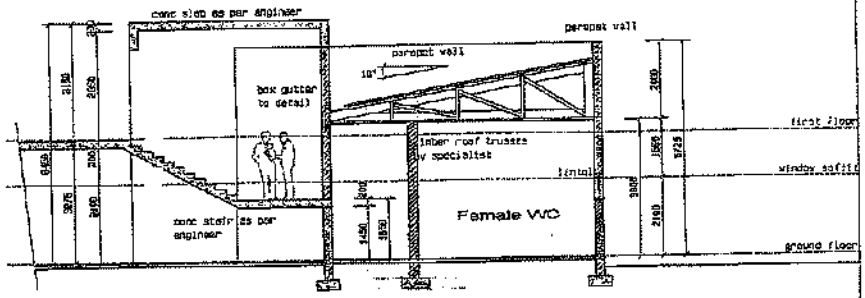
BUILDING PLANS APPROVED
2015 -10- 23
GENERAL MANAGER


Classroom 1
Classroom 2
Classroom 3
Classroom 4
Kitchen
walkway
play ground
Paving
220x2050mm block brick wall
plastered both sides
ELECTRICAL SYMBOLS
FIRST





SECTION AA
Scale 1:100



SECTION BB
Scale 1:100

CONSTRUCTION NOTES :

1. FOUNDATIONS
Foundations as per Engineer's details and specifications.
Any other foundations shall be constructed in concrete having a compressive strength of not less than 10Mpa at 28 days, or be mixed in portions by volume of 1 part of cement, 4 parts of sand and 8 parts of coarse aggregate.

2. FLOOR CONSTRUCTION :
Floor finish as indicated on plan layouts on25mm cement screed on 150mm conc surface bed. DPM under conc surface bed, fold membrane up against the round in walls. Lay 250 micron DPM in largest practical sizes with 200mm overlaps,sealed according to the Manufacturer's specifications.

12. FIRE REGULATIONS:
Fire walls at any given point shall not be less than 300mm above the highest point of the given roof ridge.
All new construction work shall be in accordance with S.A.B.S 0400-1990

13. STAIRCASE AND HANDRAIL
300mm tread, 151mm riser conc staircase as per Engineers details.
Headroom at any given point shall not be less than 2100mm.
All handrails should be min 1000mm AFFL fixed to both sides of stair. 1. 1800mx110mm brick balustrade wall.
Balustrades should not contain any openings larger than 100mm.

ANNEXURE "C"

5.3.2 the registration of municipal or other services servitudes in favour of the Seller or other competent authority in respect of any services crossing or present on the Property, simultaneously with registration of transfer of the Property into the name of the Purchaser, alternatively, on demand thereto by the Seller or said competent authority;

5.3.3 the development obligation resting on the Purchaser, as more fully stipulated in clause 7 infra.

6.

6.1 Possession of the Property shall be given to and taken by the Purchaser on the transfer date, on which date the risk and benefit in and to the Property shall pass to the Purchaser. From the transfer date onwards, the Purchaser shall become liable for payment of all fees and charges in respect of municipal and other services rendered to or pertaining to the Property and all rates and taxes and any other fees to which the Seller or any other competent authority may be entitled to by statute.

6.2 Notwithstanding the provisions of clause 6.1 supra, the Purchaser shall be entitled to take possession of the Property (entirely at its own risk) at any time prior to the transfer date provided that the full purchase price has been paid to and received by the Seller, in which event the provisions of clause 6.1 supra shall equally apply as if transfer had been passed to the Purchaser.

7.

The Property shall only be used for the establishment of a school and for pre-primary, primary and secondary education of learners, subject to the following terms:

7.1 The construction of the school shall be undertaken by the Purchaser with

due regard to the provisions of the Swakopmund Town Planning Scheme, as amended from time to time and strictly in accordance with the minimum building or technical specifications as laid down or prescribed by the Seller from time to time. No construction of any building or structure on or off the Property in terms of the provisions of this agreement, shall be commenced with unless and until the Purchaser has submitted building plans relating to such building or structure and the Seller has approved the respective building plans which approval shall not be withheld unreasonably.

7.2 Should it become necessary to upgrade or extend the existing municipal bulk services infrastructure ("the upgrading work") (so as to connect the internal services of the Property to the bulk services, or for reasons of the said bulk services being incapable of meeting the expected demand for potable water and to absorb the expected sewerage output, of the proposed development, or for whatever other reason), the obligation of performing or procuring the upgrading work shall be the Purchaser's. The upgrading work, if any, -

7.2.1 shall be constructed and completed with due regard to the minimum specifications and standards as laid down by the Seller generally from time to time and/or as the Seller may determine in respect of the upgrading work;

7.2.2 shall be constructed and completed in accordance with prior by the Seller approved design and construction plans;

7.2.3 shall only be regarded as having been completed upon the issuing of a compliance certificate under the hand of the Chief Executive Officer of the Seller, certifying that the upgrading work has been completed to the Seller's satisfaction;

7.2.4 the costs of the upgrading work, if any, shall be borne entirely by the Purchaser.

7.3 It is a material term of this agreement, that the Purchaser -

7.3.1 commences with the construction of the school within 12 months of the signature date;

7.3.2 completes the construction of the school in accordance with the building plans approved by the Seller, within 60 months of the signature date. The Purchaser shall not be regarded as having completed the construction of the school unless and until the Seller has issued a compliance certificate under the hand of its Chief Executive Officer, certifying that the construction of the school has been completed to the satisfaction of the Seller. Failing the completion of the construction of the school within 60 months of the signature date, -

7.3.2.1 the Property will revert back to the Seller in which event the Purchaser shall be obliged to retransfer the Property to the Seller at its own cost and expense and the Seller shall not be liable to compensate the Purchaser in respect of any improvements effected by the Purchaser at the Property,

or, alternatively, at the option of the Seller –

7.3.2.2 the Purchaser shall pay to the Seller within 30 days of demand thereto the difference between (a) the purchase price of the Property as paid by the Purchaser to the Seller pursuant to the provisions of clause 4 supra, and (b) the market value of the unimproved Property based on the highest land use of the Property, as at date of this clause being applied by the Seller and to be determined by a valuator appointed

by the Seller.

7.4 The Purchaser shall not be entitled to store building material, equipment, tools or vehicles at the Property, or to erect builders' sheds earlier than 30 (thirty) days prior to the effective commencement of genuine and continuous construction operations. The Seller retains the right to demand from the Purchaser to remove or procure the removal of any such building material, equipment, tools or vehicles and builders' sheds, with immediate effect, in the event of, either the Purchaser failing to commence construction within the aforesaid period or should it have commenced such operations, but thereafter fails to continuously sustain such building or development operation for an unreasonable period of time.

7.5 The Purchaser, by affixing its signature to this agreement, undertakes to indemnify and hold the Seller harmless against all and any claims for damages (of whatsoever nature) arising out of or caused by blasting or drilling operations undertaken by the Purchaser on or at the Property.

8.

Should the Property not appear on the municipal valuation roll on date of possession or the transfer date, whichever occurs first, the Purchaser agrees to pay municipal site rates levied on the purchase price of the Property as if it is a provisional valuation of the Property; provided that any such payment is subject to amendment as soon as the valuation in accordance with the provisions of the Local Authorities Act, 1992 (Act No. 23 of 1992) ("the Act"), as amended, appears on the main valuation roll.

9.

9.1 The Seller shall have the right, after giving 60 (sixty) days notice in writing to the Purchaser, to require that the Purchaser shall -

ANNEXURE "D"

REGISTERED on 2-8-JUL-2015
Registrar of Deeds

I certify that the original hereof which is filed in my protocol contains Revenue Stamps to a value of N$5.00

.....
NOTARY PUBLIC

Protocol No. 28/2015

NOTARIAL IMPOSITION OF CONDITIONS

KNOW ALL MEN WHOM IT MAY CONCERN: K 436 /2015

THAT on this 9th day of JULY 2015

before me HILKE ELSE AHRENS, Notary Public by lawful authority duly admitted and sworn, residing and practising at SWAKOPMUND, NAMIBIA, and in the presence of the subscribing witnesses, personally came and appeared

MARLENE DE JAGER

in her capacity as duly authorised agent of:

1. **SWAKOPMUND SCHOOL OF EXCELLENCE CC**
   Registration Number: CC/2011/5107
   by virtue of a Power of Attorney granted to her at SWAKOPMUND on 19 MAY 2015 by HILDA WILHELMINA MEYER in her capacity as member of the Close Corporation and duly authorised thereto
   ("the Owner")

   and

2. **THE MUNICIPAL COUNCIL OF SWAKOPMUND**
   by virtue of a Power of Attorney granted to her at SWAKOPMUND on 10 MARCH 2015 by ECKART ULRICH WILHELM DEMASIUS in his capacity as CHIEF EXECUTIVE OFFICER and duly authorised thereto
   ("the Municipality")

and which Powers of Attorney have this day been exhibited to me, and now remain filed in my Protocol.

AND THE APPEARER DECLARED AS FOLLOWS:

1. Pursuant to a written Deed of Sale entered into between the Municipality and the Owner dated 17 December 2014 (hereinafter "the Deed of Sale"), the Owner is about to take transfer of:

CERTAIN:	Erf No. 4666 (a Portion of Erf No. 1534) Swakopmund, Extension No. 9
SITUATE:	in the Municipality of Swakopmund Registration Division "G", Erongo Region
MEASURING:	7,3192 (Seven Comma Three One Nine Two) Hectares as will appear from General Plan S.G. No. A491/2004
HELD:	by Deed of Transfer still to be registered

   ("the Property");

2. In terms of the Deed of Sale, her principals had agreed to impose certain conditions against the Property in favour of the Municipality,

NOW THEREFORE the Appearer q.q. hereby imposes the following conditions against the Property in favour of the Municipality, to wit:

1.

1.1 Should the Owner fail to construct and complete a school (as defined in the Deed of Sale) at the Property within 60 months as from 17 December 2014 -

1.1.1 the Property will revert back to the Municipality in which event the Owner shall be obliged to retransfer the Property to the Municipality at its own cost and expense and the Municipality shall not be liable to compensate the Owner in respect of any improvements effected by the Owner at the Property,

alternatively, at the option of the Municipality –

1.1.2 the Owner shall pay to the Municipality within 30 days of demand thereto the difference between (a) the purchase price of the Property as paid by the Owner to the Municipality, and (b) the market value of the unimproved Property based on the highest land use of the Property, as at date of this clause being applied by the Municipality and to be determined by a valuator appointed by the Municipality.

2.

For a period of 30 (thirty) years as from 17 December 2014, the Owner shall not be entitled –

2.1 to use the Property or any part thereof for a purpose other than an educational purpose, or

2.2 to let the Property or any part thereof,

without the prior written consent of the Municipality. Should the Municipality grant its consent, such consent shall be conditional upon payment by the Owner to the Municipality of the difference between (a) the purchase price of the Property as paid by the Owner to the Municipality, and (b) the market value of the unimproved Property based on the highest land use of the Property, as at date of the consent.

3.

The Owner shall not be entitled to subdivide and/or alienate the Property or any part thereof.

THUS DONE AND EXECUTED at SWAKOPMUND aforesaid on the day, month and year first aforewritten, in the presence of the subscribing witnesses.

AS WITNESSES:

1. _____

2. _____ _____

QUOD ATTESTOR

_____

NOTARY PUBLIC

H.E. AHRENS
NOTARY PUBLIC
SWAKOPMUND NAMIBIA

ANNEXURE "E"

MUNICIPALITY OF SWAKOPMUND

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

Ref No: E 4666

Enquiries: **Ms B Ramos Viegas**

13 August 2020

Messrs Swakopmund School of Excellence CC
P O Box 8373
VINETA
13003

Attention: Ms G Muyambo

Messrs Swakopmund School of Excellence CC
P O Box 24962
SWAKOPMUND
13001

Attention: Ms G Muyambo

Dear Madam

NON-COMPLIANCE WITH CONDITIONS OF SALE IN RESPECT OF THE DEVELOPMENT OF PROPERTY

We refer to our letters dated **20 March 2020** and **13 May 2020** in respect of the development of Erf 4666, Swakopmund (for ease of reference copies is attached).

No response was received why the development of the said erf is not completed as per clause 7.3.2 of the Deed of Sale. A submission was tabled to the Management Committee meeting of **16 July 2020** reporting the non-compliance with the conditions of sale by Messrs School of Excellence, whereafter the following was resolved under item 7.3:

(a) That the General Manager: Corporate Services & Human Capital makes a final effort to contact Swakopmund School of Excellence to present their delays in the construction of school for Council to consider to grant possible extension of time to complete the development.

(b) That subject to point (a) above, the matter be resubmitted to the Management Committee.

You are hereby again given notice of 14 days to provide a full explanation for your failure to comply with clause 7.1- 7.5 of the Deed of Sale and the Title Deed (K436/2015), in order for Council to consider your explanation.

We reiterate the importance of your response in writing that will be submitted to Council to consider its response to your explanation which could include repossession.

Should you have any enquiries, please contact Ms B Ramos Viegas at ☏ 064-4104215.

Yours faithfully,

Mr M P C Swarts
GM: Corporate Services & Human Capital

/brv

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

ANNEXURE "F"

19.03.08.4666

E 4666

ATT: Ms. B Ramos Viegas

Gulnara Muyambo

Swakopmund School Of Excellence

Erf 4666

Swakopmund

MUNICIPALITY
2020 -09- 04
SWAKOPMUND

Dear Madam

Thank you so much for your correspondences with me thus far. I'm pleased to share with you the progress till date regarding the construction on Erf 4666, Ocean View, extension 9.

The land was purchased and transferred on the 15th of December 2015. I made all the necessary payments in full within my private capacity. Including all legal fees, drawing and engineer fees and all exercises needed for submitting the documents to the Municipality of Swakopmund since 2012. Anexture 1 (2 pages)

On the 13th of March 2015, the board members appointed me as the head of the construction works. Anexture 2 (1 page)

On the 21st of August 2015, I submitted a plan to the Municipality for the permission to start building the boundary walls of the project. Anexture 3. Due in the first approved plan, the contractor had made a mistake.

On the 19th of March 2016, I wrote to the Municipality, requesting permission to start construction. Whilst waiting for approval, I acquired the financial capacity to start the project as I received a loan from Bank SME to the sum of N$ 5 600 000. My construction team and I were very eager to start construction works. Anexture 5.

I then received an invitation for a meeting with Mr Plaatjie, where I was questioned about the situation within the CC, between members. Unfortunately, it turned out that 3 members with in the CC had serious disagreements and disputes with each other, which resulted in Mr Strauss exiting the CC and selling his shares to me (2015) The sale of Mr Strauss's shares resulted in me becoming the majority shareholder with 85% of shares.

Unfortunately, this acquisition was met negatively by the remaining board members, namely; Ms. H Meyer, Ms. L Lindsey and "consent parent" Mr. J Kambueshe. Whom of which therefore began to internally sabotage my construction efforts by means of sending defaming letters to both the Municipality and the Ministry of Education. Which unfortunately forced me to engage in a legal battle which put the approvals of the building plans on hold until I presented proof of resolution and peace within the CC. Anexture 6

After a lengthy legal battle with the members of the CC, we came to an agreement in 2018.

Kindly find attached Anexture 7 and 8 proof of submissions and approvals from the time period 2016-2018.

I then submitted my new and revised construction plans, for the construction of a Youth Centre. I then received feedback that I need to hire an architect after 3 years of submitting plans. After the fire, elevation, doors and window drawings were created and approved. I found this new requirement of an architect very unfair towards me as I had already invested 3 years into the project. Anexture 9

I requested for the Municipality to allow me to at least allow me to finish the two buildings already erected, for which their plans were submitted in 2016. The engineering tried to assist me and instructed me to redo the plan by adjusting it to a smaller size than 500m3. I followed suite and resubmitted. Anexture 10

After receiving the go ahead, my contractors and I gladly went back on site but were abruptly stopped when a building inspector ordered us to halt construction. I called in from Windhoek for an explanation as to why my project is given the go ahead from one department and then ordered to stop from another. I was told to re-do all the drawings, which costs time and money.

After experiencing all this, I therefore decided to re-start this project from scratch and hired an architectural firm as instructed. They began works on my new plan, and have done submissions which are still pending approval.

After the unforeseen Covid 19 Pandemic and accessing its impact on not only the economy and livelihoods of people but primarily on the educational sector as a whole. It has brought to light the urgent necessity to do away with the traditional education model for new and alternative modes of education such as E learning and introducing more technical skills into the educational system. We need more vocational centers, more computer laboratories, and to offer a bigger platform for the creative arts for the benefit of the local economy amongst many others. Unfortunately we have been forced to learn these harsh lessons in trying times. However, we are still learning. The plans for the Multi-purpose Youth Centre has great potential to transform Swakopmund from primarily being tourist destination into an internationally recognized education, arts and technology cultural hub. These plans align well with the Municipality of Swakopmund's Structural Plan for 2020-2040 to "create a sustainable, liveable and inclusive city". There are plans for media studios to implement e learning and hostel accommodation for students from other regions amongst many others.

I am humbly requesting for an extension of 2 years for construction. To built a school of not only bricks, cement and markerboards, but to build a vision that will revolutionize the view we view education and the town of Swakopmund. With the implementation of new and more creative plans, engineering projects , a new team all together for the completion of Multi purpose Centre that will boast of comfort, quality and ingenuity. I strongly believe that in order to implement vision 2030, we must all the equipped, supportive of one another and stand in solidarity for the greater good of development and transformation.

Your Consideration will be greatly appreciated.

G Muyambo

Annexure 1

MUNICIPALITY OF SWAKOPMUND

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

Ref No: ~~Erf 4443~~ 4666

Enquiries: Ms B Ramos Viegas

18 August 2015

Messrs Swakopmund School of Excellence CC
P O Box 8373
VINETA

Attention: Ms H Meyer

Dear Sir

TRANSFER AND DEVELOPMENT OF ERF 4666 SWAKOPMUND (A PORTION OF ERF 1534) SWAKOPMUND (EXTENSION 9)

1. Please take note that transfer of Erf 4666, Swakopmund to Swakopmund School of Excellence SS was registered on 28 July 2015.

2. With reference to the Deed of Sale for Erf 4666, Swakopmund, there are certain clauses that your organization is obliged to comply with, i.e.:

   - *Clause 5*
   - *Clause 7*

   Specific reference is made to clauses 5.3.2; 7.1 – 7.3.2

   Attached are signed copies of the relevant *clauses*, for your perusal.

3. Referring to *clause* 7.3.1 construction of the school must commence within 12 months from date of signature, i.e. 16 December 2016.
   In terms of clause 7.3.2, the 60 months for completion of the development on the said Erf, should be completed on 16 December 2020.

4. Please be informed that your institution can apply for exemption for payment of assessment rates before 31 May 2016 in terms of the Section 75 of the Local Authorities Act, Act 23 of 1992.

2

For enquiries, please do not hesitate to contact Ms B Ramos Viegas at ☎ 064-4104215.

Yours faithfully

A Plaatjie
ACTING GM: CORPORATE SERVICES
/brv

Copy: GM: Engineering, copy of signed DOS.

Annexure 2

Swakopmund School of Excellence

Knowledge is Power

P.O. Box 8373
Swakopmund
Tel/Fax: 064-403103

5 Offen Street
Swakopmund
e-mail: office@sse.school.na

13 March 2015

To whom it may concern,

We the Board members, Miss Hilda Meyer and Mrs Lynne Lindsay-Payne, of Swakopmund School of Excellence, hereby assign Power of Attorney to Miss Gulya Muyambo to handle all future contracts, negotiations and agreements in preparation of construction of the new School on premises Erf 4666.

Should you have any queries, please feel free to contact either of us on the below stated numbers.

Yours sincerely,

Miss H. Meyer
081 127 7408

Mrs L. Lindsay-Payne
081 443 0599

Annexure 3

MUNICIPALITY OF SWAKOPMUND

(064) 4104414
(064) 4104125
Fax2email: 0886519137
63 Swakopmund
NAMIBIA
www.swkmun.com.na
townengineer@swkmun.com.na

Ref No: E 4666

Enquiries: L. Mwikanda

01st September 2015

Ms. L. Lindsay-Payne
Swakopmund School of Excellence
P.O. Box 5373
SWAKOPMUND
Namibia

Dear Sir/Madam

SPECIAL PERMISSION TO COMMENCE WITH CONSTRUCTION OF BOUNDARY WALL ON ERF 4666, SWAKOPMUND

We have received your letter dated 21 August 2015 requesting permission to commence with the construction of the boundary wall.
We hereby authorize Swakopmund School of Excellence permission to proceed with the construction of the boundary wall for ERF 4666. We only require that you have a qualified engineer present on site during the whole construction period to see that all standard building regulations are adhered to.

For further information please contact the Senior Building Inspector Mr Larry Mwikanda at telephone 064 410 4414

Your cooperation in this regard shall be highly appreciated.

Yours faithfully

D. Duvenhage
GENERAL MANAGER: ENGINEERING SERVICES

LM/

Annexure 4

MUNICIPALITY OF SWAKOPMUND

(064) 4104400
(064) 4104126
Fax2email: 0866619137
53 Swakopmund
NAMIBIA
www.swkmun.com.na
townengineer@swkmun.com.na

Ref No: E 4666

Enquiries: Mr M. Amedick

19 April 2016

Mrs G. Muyambo
P O Box 24962
WINDHOEK
Namibia

Dear Madam

REQUEST FOR SPECIAL PERMISSION TO START CONSTRUCTION ON ERF 4666

I acknowledge receipt of your letter dated 6th April 2016 with regard to the above-mentioned and wish to inform you that matter will receive the necessary attention.

Should you have any further enquiries please do not hesitate to contact the Manager: Design Office and Building Control, Mr A. Amedick, at telephone number (064) 4104402 / 081 122 4699.

Yours faithfully

AD Duvenhage
GENERAL MANAGER: ENGINEERING SERVICES

EK/ek

Annexure 5

SMEBANK
your partner in growth

SME Bank Limited, 172 Jan Jonker Road, Tel: +264 (61) 430 1000, Fax: +264 (61) 430 1040, P.O Box 6121, Ausspannplatz, Windhoek, Namibia
Registration No. 2011/0174

Tanben College CC
Po Box 24962
Windhoek
Namibia

07 July 2017

To Whom It May Concern

This letter serves to confirm that Tanben College CC avails loan facilities to the tune of N$ 5 600 000.00 that was approved on 30 October 2015, payable over a period of 60 to mature on 30 November 2020.

The monthly instalment payable is N$ 123 401,38 (Capital and Interest Inclusive) and the current balance on the loan account is N$ 4 837 964,37dr.

Should you have any further enquiries, please do not hesitate to contact us.

Jenevieve M. Swartz
Account Relationship Manager

SME BANK LTD
880 - 100
2017 -07- 07
SME BANKING

Annexure 6

Swakopmund School of Excellence

Knowledge is Power

P.O. Box 8373
Swakopmund
Tel/Fax: 064-403103

5 Offen Street
Swakopmund
e-mail: office@sse.school.na

1 December 2015

Dear Ms Muyambo.

NON COMPLIANCE OF DOCUMENTATION

To date we have not received any communication from you as was agreed to at our meeting on Thursday 26 November 2015.
We realise that there is a mutual lack of trust between the members of the Close Corporation. To this end we have no option but to dissolve the Close Corporation and to find the most amicable way to move forward and continue with our respective goals and visions.

You have made financial contributions on behalf of the Close Corporation. It is important that an arrangement be reached regarding the repayment of such contributions.

It is important that another meeting be scheduled as soon as possible in order to resolve the above issues.

Please advise when you will be available to meet.

Yours in Education.

Ms H. Meyer
Board Member

Ms L. Lindsay-Payne
School Principal

Mr J. Kambueshe
School Representative

BP001

MUNICIPALITY OF SWAKOPMUND
BUILDING PLAN PERMIT

Annexure 7

Application No:	0397/2016	Erf No:	4886
Date:	22/6/2016	Zoning:	Institutional
Owner:	G. Muyambo	Construction Area (m²):	370
Postal address:	P.O Box 24562, Windhoek	Building Plan Fees Paid:	1357
Street address:	Unknown Street	Architect / Drafter:	Lukas Wayll
E-mail address		Architect / Drafter e-mail:	0811666499
Cell:	0811666499	Architect / Drafter Tel:	
Tel:		Engineer:	
Fax:	N/A	Engineer e-mail:	
Description of Building Work:		Engineer Tel:	
		Institution	

BUILDING INSPECTORATE

Forwarded: D D / M M / 2 0 Y Y (compl. by Bldg Control Office, only) Received: D D / M M / 2 0 Y Y (compl. by Bldg Control Office, only)

APPROVED

2018-03-26

Date

Building Inspectorate

TOWN PLANNING

Forwarded: D D / M M / 2 0 Y Y (compl. by Bldg Control Office, only) Received: D D / M M / 2 0 Y Y (compl. by Bldg Control Office, only)

1. The plan is/is not in accordance with the Town Planning Scheme Regulations.
2. The plan is/is not in order and in terms of the Deed of Sale relative to the above property.
3. The plan is/is not in accordance with the Regulations of the Local Authority.

Subject to Condition

APPROVED.

Date

Town Planning

HEALTH SERVICES DEPARTMENT

Forwarded: D D / M M / 2 0 Y Y (compl. by Bldg Control Office, only) Received: D D / M M / 2 0 Y Y (compl. by Bldg Control Office, only)

Approved

2018-06-21

Date

Health Department

WATER AND SEWERAGE RETICULATION

Forwarded: D D / M M / 2 0 Y Y (compl. by Bldg Control Office, only) Received: D D / M M / 2 0 Y Y (compl. by Bldg Control Office, only)

2018-07-11

Date

Water & Sewage Reticulation

FIRE BRIGADE

Forwarded: D D / M M / 2 0 Y Y (compl. by Bldg Control Office, only) Received: D D / M M / 2 0 Y Y (compl. by Bldg Control Office, only)

APPROVED

2018-08-23

Date

Fire Chief

DECISIONS AND COMMENTS BY THE GENERAL MANAGER:- ENGINEERING SERVICES

The application submitted by you on the above mentioned date has been approved on condition that the Building Standards comply with the Local Authority's Regulations.

The issue of this Building Permit is subject to adherence to the Labour Act 11 of 2007, Regulations relating to the health and safety of employees at work. Non-compliance to the Regulations may result in revoking of the permit.

Engineer's letter(s) required for design, inspection and Compliance Certification on completion for to be provided for:-

Earthworks ☐ Roof ☐ Slab ☐ Beams/Columns ☐ Stairs ☐ Retaining Wall ☐

Membership of CC + authorisation to sign on behalf of CC

Date 28/03/18 Confirm Reg. Eng

General Manager:- Engineering Services

Annexure 8

Don Sechogele

From:	Don Sechogele
Sent:	11 July 2018 04:46 PM
To:	'wayitl24@gmail.com'
Subject:	Plans for erf 4666 not approve FINDING

Good afternoon

Plans for erf 4666 not approve FINDING

no fire plan and no aesthetics approval plan 2018/07/11

Don Sechogele | Admin Officer | Engineering Services
Municipality of Swakopmund
cnr Rakotoka Street & Daniel Kamho Avenue, Swakopmund, Namibia
Office: +264 64 4104410 | Fax: +264 64 4104128 | dsechogele@swkmun.com.na
Website: www.swkmun.com.na

BP001

Annexure 9

MUNICIPALITY OF SWAKOPMUND
BUILDING PLAN PERMIT

Application No:	0171/2018	Erf No:	4666
Date:	2018/03/23	Zoning:	Institutional
Owner:	Ms G Muyambo	Construction Area (m²):	1980
Postal address:	P O Box, Swakopmund	Building Plan Fees Paid:	7466.80
Street address:		Architect / Drafter:	Drafter
E-mail address		Architect / Drafter e-mail:	
Cell:	0811555499	Architect / Drafter Tel:	0812114925
Tel:		Engineer:	J Letcher
Fax:		Engineer e-mail:	
Descr. of Works:	Institution	Engineer Tel:	

BUILDING INSPECTORATE

APPROVED

Forwarded: Received:

(1) SEWE LAID ON THE FLOOR PLAN (2) FIRST PLAN NOT CORRECT AS WELL AS ON THE ELEVATIONS SECTIONS (3) WINDOW AND DOOR SCHEDULES.

2018-04-03

Date — Building Inspectorate

TOWN PLANNING

Forwarded: Received:

1. The plan is/is not in accordance with the Town Planning Scheme Regulations.
2. The plan is/is not in order and in terms of the Deed of Sale relative to the above property.
3. The plan is/is not in accordance with the Regulations of the Local Authority.

Approved

2018-03-23

Date — Town Planning

HEALTH SERVICES DEPARTMENT

Forwarded: Received:

Approved

Date — Health

WATER AND SEWERAGE RETICULATION

(1) Install pipe clear to boundary as required

Forwarded: Received:

Approved

Date — Water & Sewage Reticulation

FIRE BRIGADE

APPROVED

Forwarded: Received:

Date — Fire Chief

TRAFFIC ENGINEERING

Forwarded: Received:

Date — Traffic and Storm Water Engineering

DECISIONS AND COMMENTS BY THE GENERAL MANAGER:- ENGINEERING SERVICES

The application submitted by you on the above mentioned date has been approved on condition that the Building Standards comply with the Local Authority's Regulations.

The issue of this Building Permit is subject to adherence to the Labour Act 11 of 2007, Regulations relating to the health and safety of employees at work. Non-compliance to the Regulations may result in revoking of the permit.

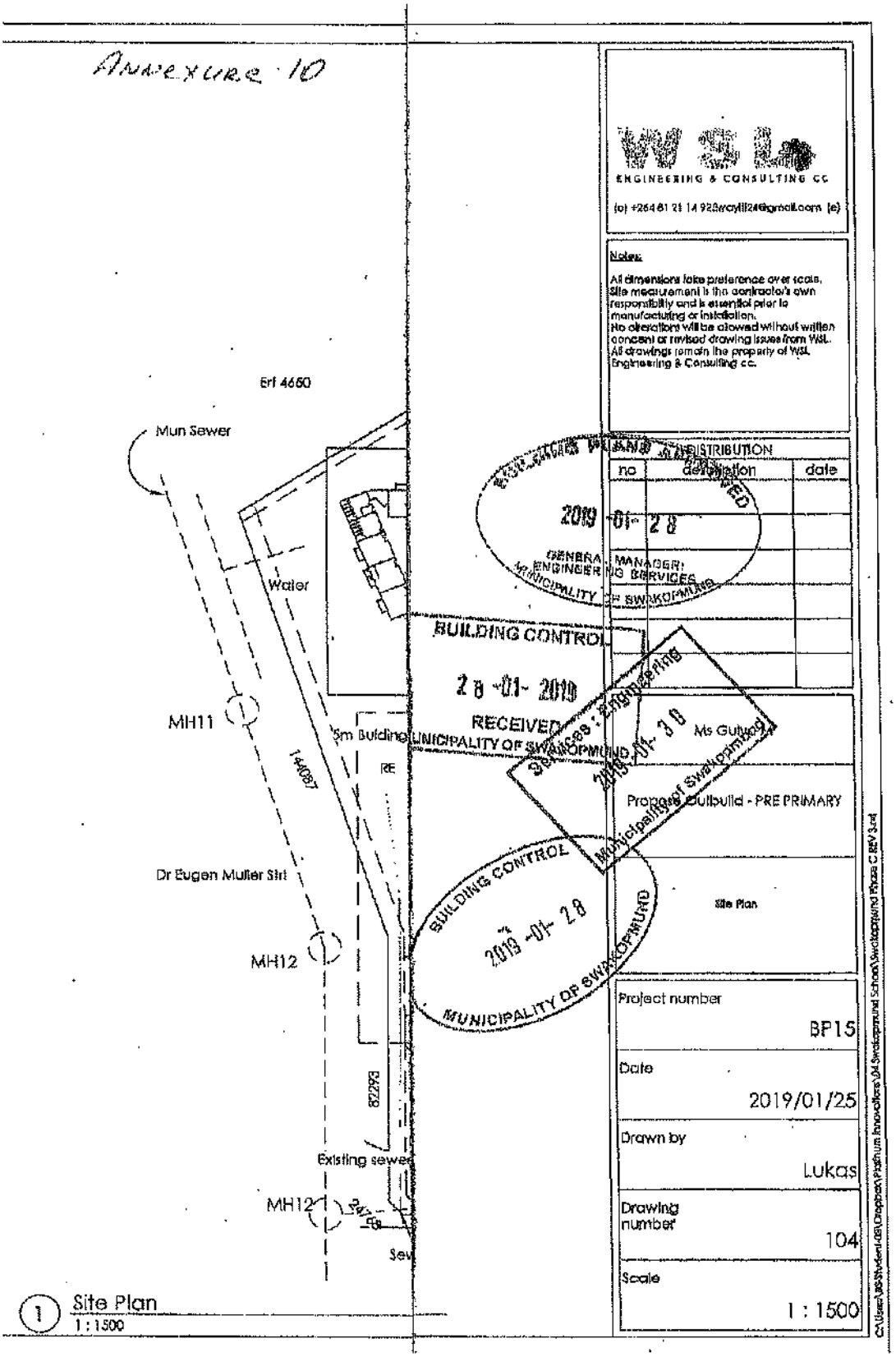
Engineer's letter(s) required for design, inspection and Compliance Certification on completion for to be provided for:-

Earthworks ☐ Roof ☐ Slab ☐ Beams/Columns ☐ Stairs ☐ Retaining Wall ☐

(1) NB SAE Plan (2) NB ARCHITECT APPROVED PLAN

(3) Structures > 500m² must be submitted by a registered architect firm.

Annexure 10


Erf 4660
Mun Sewer
Water
MH11
5m Building
RE
140287
Dr Eugen Muller Str
MH12
82293
Existing sewer
MH12
Sewer
BUILDING CONTROL
28-01-2019
RECEIVED
MUNICIPALITY OF SWAKOPMUND
BUILDING CONTROL
2019-01-28
MUNICIPALITY OF SWAKOPMUND
Municipality of Swakopmund
Ms Gulliog
Proposed Bulbuild - PRE PRIMARY
Site Plan
Project number
BP15
Date
2019/01/25
Drawn by
Lukas
Drawing number
104
Scale
1 : 1500
ENGINEERING & CONSULTING CC
Notes:
All dimensions take preference over scale.
Site measurement is the contractor's own responsibility and is essential prior to manufacturing or installation.
No alterations will be allowed without written consent or revised drawing issues from WSL.
All drawings remain the property of WSL Engineering & Consulting cc.
DISTRIBUTION
no
description
date
MANAGER: ENGINEERING SERVICES
MUNICIPALITY OF SWAKOPMUND
1 Site Plan
1 : 1500

ANNEXURE "G"

ANNEXURE "H"

BO080-Current Account Details

Owner | Erf | Acct | O/T | Meter | Age A | Sum | CR

Account Number: 50466600027 OWNER SWAKOPMUND SCHOOL OF EXELLENCE CC
Term-D:
Clearance Appl.Date:
Clear Cert.Print: N
Sect-Title:
Clear.Dates from:
to:
ID:
Total H/O:
Deb Tp: 02 - DOMESTIC

Stand: 001 050 00004666 00000 0000 0000
Addr: 1-15 MAPLE STREET
Post.Add: P O BOX 24962
WINDHOEK
9000
Cmplx:
Coll:

202103 PENDING / UNALLOCATED Receipts 0.00

Options	Tran Date	Description	Reference	Tariff	Debit	Credit	Vat
Option	20210217	BALANCE B/F			409375.50		
Option	20210318	WA CONSUMPT	120453787	WC02			
Option	20210318	RF DOMESTIC		RF12	112.00		
Option	20210318	SE BASIC DO		SB10	196.00		
Option	20210318	SU FIRE BRI		SUFBS1	2.00		
Option	20210318	DISPOSAL FE		SUDISD	6.00		
Option	20210318	SU CLEANING		SUCLEA	16.00		
Option	20210318	VA RATES GE	0000000000	VA0101	11371.58		
Option	20210318	WA BASIC 02		WB0201	126.66		
Option							

No-Dep: No-Notes: 131 No-Ext/Arr: Due-Date: 20210407

OK | Home | Quit | More

BO080-Current Account Details

Owner | Erf | Acct | O/T | Meter | Age A | Sum | CR

Account Number: 50466600027 OWNER SWAKOPMUND SCHOOL OF EXELLENCE CC
Term-D:
Clearance Appl.Date:
Clear Cert.Print: N
Sect-Title:
Clear.Dates from:
to:
ID:
Total H/O:
Deb Tp: 02 - DOMESTIC

Stand: 001 050 00004666 00000 0000 0000
Addr: 1-15 MAPLE STREET
Post.Add: P O BOX 24962
WINDHOEK
9000
Cmplx:
Coll:

202103 PENDING / UNALLOCATED Receipts 0.00

Options	Tran Date	Description	Reference	Tariff	Debit	Credit	Vat
Option		TOTAL			421205.74		
Option			CURRENT	BAL:	421205.74		
Option		CASH UNTIL-	20210319				
Option							
Option							
Option							
Option							
Option							
Option							
Option							

No-Dep: No-Notes: 131 No-Ext/Arr: Due-Date: 20210407

11.1.4 **DETERMINATION OF PURCHASE PRICE FOR ERVEN 7979 AND 7980, EXTENSION 29, DRC FOR MESSRS MERVIN DENNIS DOMESTIC SOLUTION CC**
(C/M 2021/04/29 - 9.03.08.7979; 19.03.08.7980)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **7.5** page **108** refers.

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

1. **INTRODUCTION**

The purpose of this submission is to consider and determine the purchase price for Erf 7979, and Erf 7980, Ext. 29, Swakopmund. Each erf is 716m² in extent, a combined total of 1 432m². The erven will be sold to Messrs Marvin Dennis Domestic Solution CC, hereinafter refer to as MDS CC.

The erven are located in Extension 29, Swakopmund and are zoned *"General Business"*. A map is attached as **Annexure "A"**.

2. **BACKGROUND**

On **25 January 2018**, Council approved to sell Erven 7979 and 7980, Ext 29, Swakopmund to Mervin Dennis Domestic Solution CC to construct a gas refilling business/depot, under item 11.1.2 as follows:

(a) That the application of Messrs Mervin Dennis Domestic Solution CC to purchase Erf 7979, measuring 716m² and 7980, measuring 716m² Extension 29, DRC (combined size is 1 432m²) to construct its gas refilling business / depot be approved, in principle.

(b) That upon finalisation of the installation of services valuations be obtained in terms of Council's Property Policy based on the zoning of "General Business" in order to determine a purchase price.

(c) That Messrs Mervin Dennis Domestic Solution CC submits the Environmental Impact Assessment Certificate to the General Manager: Engineering Services prior to the construction of the gas depot.

(d) That the conditions of sale be approved simultaneously when approving the purchase price.

(e) That Messrs Mervin Dennis Domestic Solution CC be informed that the extent / level of the operation be similar as current.

(f) That the lease period of Messrs Mervin Dennis Domestic Solution CC for the current lease site (Erven 7104 and 7105) be extended until such time that the sale of Erven 7979 and 7980 is finalized.

(g) That Council be indemnified of all the risks associated with the business.

(h) That this application be regarded as special due to the essential service rendered to the community and that no applications for business land in the DRC be considered until the statutory processes are finalised.

On **29 January 2018**, the above resolution was communicated to the applicant (**Annexure "B"**). Two follow-up letters were sent to the applicant on **11 May 2018** and **10 August 2018**, respectively, to confirm whether he still interested in purchasing Erf 7979 and 7980, Ext 29, Swakopmund. Messrs MDC CC responded positively on **19 September 2018** (**Annexure "C"**), that he intends in purchase the two erven.

3. **ERVEN SERVICES WITH MASS HOUSING FUNDS**

Erf 7979 and 7980, Swakopmund is located in Extension 29 which falls within the National Mass Housing Project. The National Mass Housing Project entails erven serviced with Government funds and Council had to obtain permission to sell them.

4. **PURCHASE PRICE**

On **25 January 2021** the Engineering & Planning Services Department provided the cost for the installation of services for various extensions as N$115.75/m², but advised that a cost of N$120.00/m² - N$125.00/m² be used as the actual combined cost per square metre price.

On **25 February 2021**, the purchase price for Erf 7979 and 7980 Extension 29, Swakopmund was approved by Council as follows under item 11.1.8:

(a) That approval be obtained from the Ministry of Urban & Rural Development to sell by closed bid the following erven zoned other than "Single Residential" at an upset price of N$156.00/m²:

Extension 29, Swakopmund - Annexure "D" (on file)

	Erf No	Size	Zoning
1	7891	1 993	Institutional Being leased by Eagle Christiaan Centre
2	7892	1 471	General Business
3	7979	762	General Business Allocated by Council on 25 Jan 2018 for sale by private treaty.
4	7980	750	General Business Allocated by Council on 25 Jan 2018 for sale by private treaty.
5	8024	598	Institutional
6	8085	602	Institutional

In terms of Council's Property Policy an upset price is determined as being **the cost for the installation of services + at least 25%,** being N$156/m².

The business showed growth over the years for the reason they require 1432 m², but Messrs MDC CC is a relatively small business providing an essential service in the area. The purchase price for Erf 7979 and 7980 will be as follows:

1 432m² x N$156.00/m² = N$ 223 392.00 + (15% VAT) N$33 508.80) = N$256 900.80

It is further proposed that Council's standard conditions of sale be applicable.

5. **CONCLUSION**

Erf 7979 and 7980 must be consolidated into one erf. The purchaser be responsible for all fees and cost to the transaction including but not limited to compilation of the agreement of sale as well as legal cost that may arise from the transaction to Council.

It be noted that as per point (f) of the above Council resolution, the lease agreement for Erf 7104 and 7105, measuring 300 m² is renewable every six months for the interim until finalisation of the sale of Erf 7979 and 7980, Swakopmund.

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

RECOMMENDED:

(a) **That Council approves the purchase price as per calculation below at N$156.00/m² to Messrs Mervin Dennis Domestic Solution CC for purchasing of Erf 7979 and 7980, Ext 29, Swakopmund, measuring approximately 1 432m²:**

• 1 432m² x N$156.00/m² = N$223 392.00 + (15% VAT) N$33 508.80) = N$256 900.80

(b) **That it be noted that the purchase price is determined at the cost for installation of services +25% excluding 15% VAT which has to be paid in terms of the business zoning, being, *"General Business"*.**

(c) **That the duly appointed Town Planner upon acceptance of the purchase price by the purchaser attends to the required statutory processes.**

(d) **That Erf 7979 and 7980, Ext 29, Swakopmund be consolidated into one erf at the cost of the purchaser.**

(e) **That Messrs Mervin Dennis Domestic Solution CC be requested to confirm in writing acceptance of the purchase and the terms and conditions of sale.**

(f) **That upon acceptance by the purchaser of conditions in (a) to (d) above, Council's intention to alienate the two erven be advertised for possible objections as required in terms of the relevant two sections of the Local Authorities Act, Act 23 of 1992 at the cost of the purchaser.**

(g) **That the transaction be concluded after approval has been granted by the Ministry of Urban & Rural Development; within 120 days from the last party signing the agreements.**

(h) That payment of the purchase price and 15% VAT be secured either in cash or formal bank guarantee in favour of the Swakopmund Municipality within 120 days from the last party signing the agreements.

(i) That the following standard conditions be applicable:

(i) That the purchaser pays a deposit of N$ 10 000.00 for each one of Erven 7979 and 7980 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.

(ii) That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the related statutory processes.

(iii) That the purchaser accepts that no rights will accrue to it from 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.

(iv) The erven are sold "voetstoots" or "as is" with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.

(v) Failure to pay the purchase price in cash or secure payment by bank guarantee on the 120th day from the last party signing the agreements will result in the transaction being cancelled without the need to place the purchaser on terms, should the purchase price be secured by a bank guarantee the transfer must be effected on or before the 120th day, interest will be levied as from the date of allocation or Ministerial approval until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale.

(vi) That the purchaser must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property;

(vii) That the said improvements must be completed within 24 months (2 years) from date of transfer.

(viii) That the property may not be alienated within 24 months (2years) from the date of a completion certificate being issued in respect of the structural improvements, referred to in (vi) above must be registered against the title deed of the property.

(ix) No development or construction will be permitted to commence until the statutory processes have been completed and the erven are transferred.

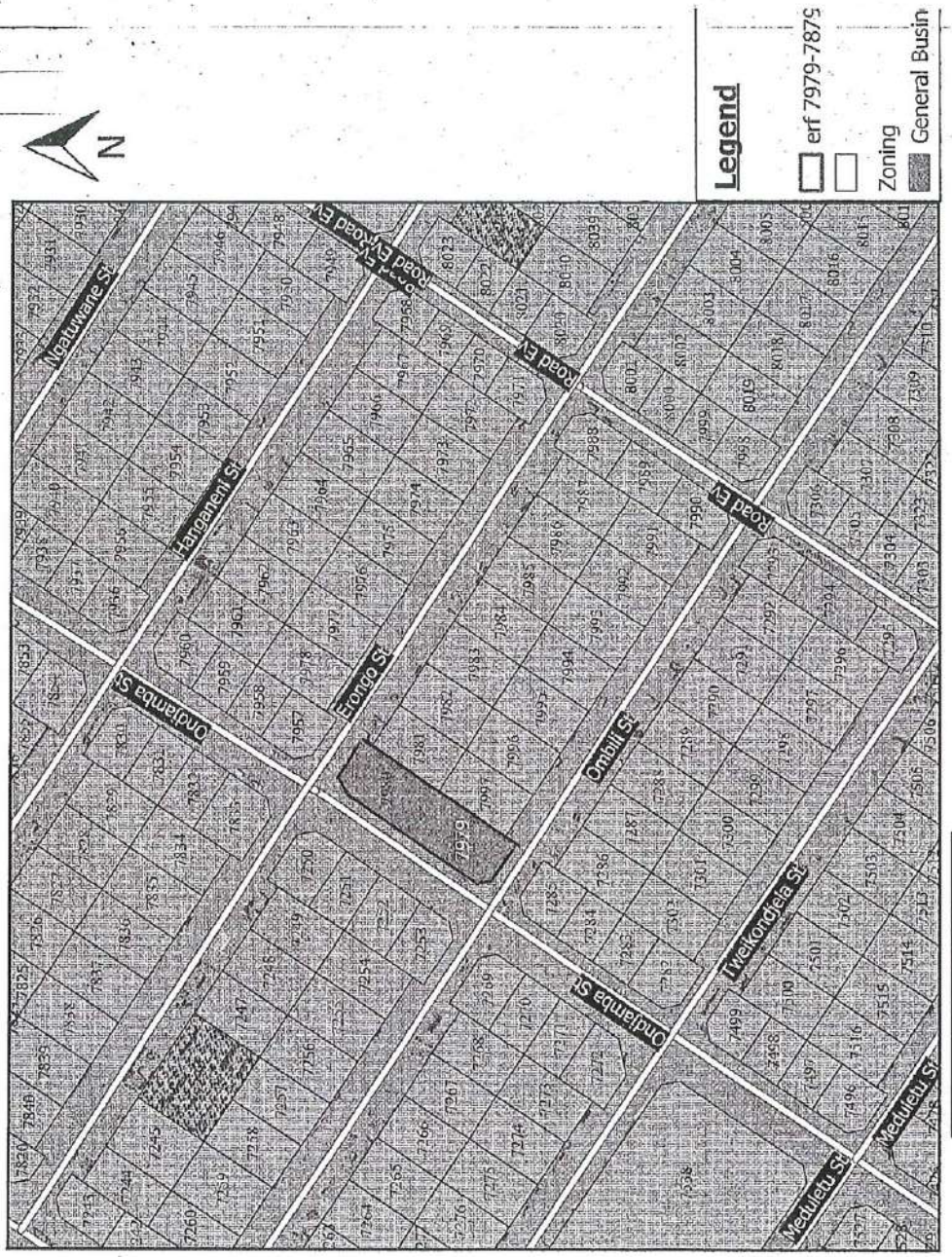
(x) The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.

(xi) That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.

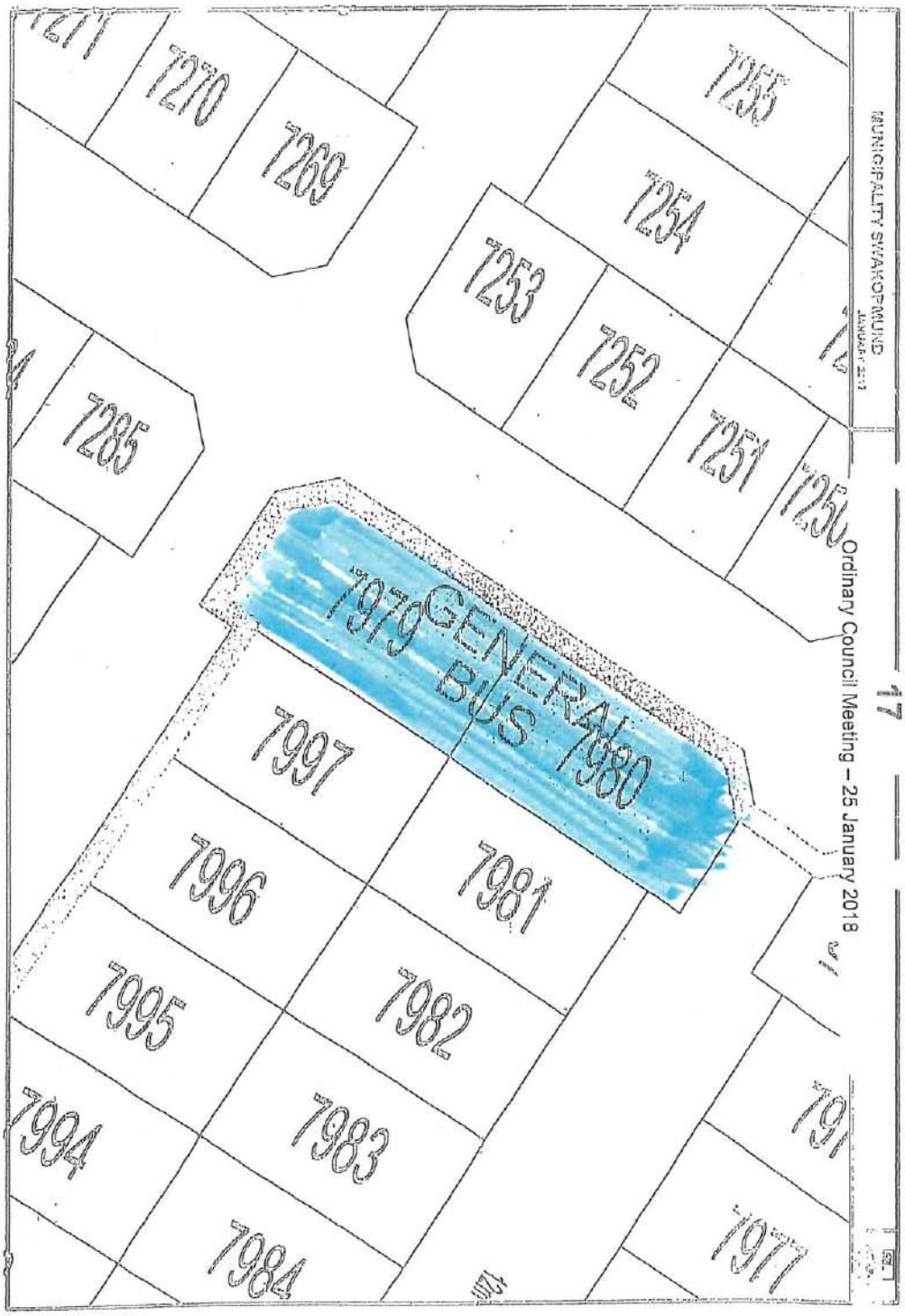
(j) That the lease on erf 7104 and 7105 Swakopmund be terminated once the above erven have been transferred to Messrs Mervin Dennis Domestic Solution CC.

ANNEXURE "A"

Erf 7979 & 7980 : Swakopmund Extension 1



ANNEXURE "A"


7255
7254
7253
7252
7251
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7269
7270
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7285
7979 GENERAL BUS
7980
7997
7996
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7994
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7982
7983
7984
7977
MUNICIPALITY SWAKOPMUND

ANNEXURE "B"

MUNICIPALITY OF SWAKOPMUND

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

Ref No: H 5, H 5/4, H 5/7

Enquiries: Ms B Ramos Viegas

29 January 2018

Mr R M Dennis
Messrs Mervin Dennis Domestic Solution CC
P O Box 3544
SWAKOPMUND

Dear Sir

APPLICATION TO PURCHASE ERVEN 7979 AND 7980, EXTENSION 29, DRC

In pursuance of our letter dated **17 November 2017**, kindly be informed that Council on **25 January 2018** under item 11.1.2 resolved as follows:

(a) **That the application of Messrs Mervin Dennis Domestic Solution CC to purchase Erf 7979, measuring 716m² and 7980, measuring 716m² Extension 29, DRC (combined size is 1 432m²) to construct its gas refilling business / depot be approved, *in principle*.**

(b) **That upon finalisation of the installation of services valuations be obtained in terms of Council's Property Policy based on the zoning of *"General Business"* in order to determine a purchase price.**

(c) **That Messrs Mervin Dennis Domestic Solution CC submits the Environmental Impact Assessment Certificate to the General Manager: Engineering Services prior to the construction of the gas depot.**

(d) **That the conditions of sale be approved simultaneously when approving the purchase price.**

(e) **That Messrs Mervin Dennis Domestic Solution CC be informed that the extent / level of the operation be similar as current.**

(f) **That the lease period of Messrs Mervin Dennis Domestic Solution CC for the current lease site (Erven 7104 and 7105) be extended until such time that the sale of Erven 7979 and 7980 is finalized.**

(g) **That Council be indemnified of all the risks associated with the business.**

2

(h) That this application be regarded as special due to the essential service rendered to the community and that no applications for business land in the DRC be considered until the statutory processes are finalised.

With reference to point (c) above, please ensure that an Environmental Impact Assessment Certificate is submitted to the General Manager: Engineering Services and a copy to the Property Section. Special reference is also made to (b) and (e) above. In terms of point (f), you may continue leasing the current site until finalization of the sale.

Please note that upon finalization of the installation of services valuations will be obtained to determine the purchase price. The conditions of sale and approving of the purchase price will be submitted to Council simultaneously for approval. Thereafter the sale will be advertised in two newspapers circulating locally as required in terms of the Local Authorities Act, Act 23 of 1992, as amended for possible objections. A further correspondence will be send to you as soon as circumstances permit.

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

Yours faithfully

MANAGER CORPORATE SERVICE
2018 -01- 30
MUNICIPALITY OF SWAKOPMUND

Mr A Plaatjie
ACTING GM: CORPORATE SERVICES & HR

/brv

Copy:
GM: Engineering Services
Please take note of point (b) and (c).
Also please keep this Section informed on finalization of the installation of services.
GM: Finance Services
Please take note of point f above, to continue levying the monthly rental until finalization of the sale.

ANNEXURE "C"

19'03.02
M-7980
E-7979

impact gas
MERVIN DENNIS DOMESTIC SOLUTION CC
Po Box 570
Swakopmund
CC/2011/6094
Vat no: 5586949 - 01 -5
CELL: -26481 3385 707
-26481 3197 535
EMAIL: Rmdennis62@gmail.com
buy our gas and cook like chef

Dated: 19 September 2018

Municipality of Swakopmund
P O Box 53
Swakopmund

REF: H5, H5/4, H5/7, E7979, E7980, M 7104 & M 7105, REQUEST FOR WRITTEN CONFIRMATION OF INTENT TO PURCHASE ERVEN 7979 AND 7980, EXTENTION 29 SWAKOPMUND.

To: The acting CEO of Swakopmund Municipality

I refer to your last communication dated 10 August 2018, the sale of the above mentioned erven, and would like to submit my intentions as follows.

1. Regarding erven 7979 and 7980 I would like to submit to you that I am still on record to purchase the said erven, pending your enquiries with the Minister of Urban and Rural Development. Should this process be successful we may proceed with any administrative processes and financial arrangements to transfer ownership.
2. I would also welcome the extension of our lease agreement pertaining to erven 7104 and 7105, this pending the finalization of the sale and transfer of ownership of (erven 7979/7980).
3. I have also noted your submission that in future Council intents to make erf 7104 available for local business and erf 7105 for Build Together Projects and available for sale, I have interest in erf 7104 if it is available in future.

Thanking you sincerely in advance.

Yours faithfully

Mr. R M Dennis
Mervin Dennis Domestic Solutions CC

11.1.5 **APPLICATION FOR SECOND EXTENSION OF TIME TO PERFORM: ERF 4989, EXTENSION 14, SWAKOPMUND**
(C/M 2021/04/29 - E 4989)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **7.6** page **117** refers.

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

1. **Introduction**

The submission is for a second request to Council by Ms Christine R. Thikusho, Erf 4989, Extension 14, Swakopmund for a further extension of time to perform from **31 March 2021** to **31 May 2021 Annexure "A"**.

The first extension of time was granted to Ms Thikusho by a decision passed by Council on **24 September 2020** under item 11.1.2 and now requesting for two extra months to pay the balance of the 30% of the purchase price.

2. **Short Background**

A closed bid sale of 23 erven was held on **06 December 2019** of which the Erf 4989, Swakopmund was allocated to Ms Thikusho as a next allocation after the first bidder failed to secure the purchase price. A map is attached as **Annexure "B"**.

On **19 August 2020**, Ms Thikusho sent an email requesting for an extension of time until **31 March 2021** to secure the 30% of the purchase price, indicating that she is unable to pay the amount and needed a further extension of time to pay the required amount. The transfer of the erf will only take place, once the purchase price is fully paid.

Finance Services Department has advised that the amount of N$28 998.79 was due in respect of accrued interest for the period of up to **31 March 2021** and that Rates and Taxes was paid up.

Following on the abovementioned Council resolved on **24 September 2020** under item 11.1.2 as follows:

(a) That Council approves the application by Ms CR Thikusho for an extension of time to perform by 31 March 2021.

(b) That the extension of time be subject to interest being levied from date of sale until date of transfer (if a bank guarantee is provided) or until date of receipt of payment (cash option).

Ms Thikusho was informed of Council's decision by letter dated 07 October 2020 **Annexure "C"** and the Deed of Sale was amended accordingly.

3. **Loan process**

Ms Christine R Thikusho's current due date to settle the remaining 30% of the purchase price is **31 March 2021** and should the purchase price not be paid in cash or secured by formal bank guarantee by the due date, a notice will be addressed to her to rectify the breach followed by the cancellation of the sale.

Ms Thikusho provided a bank guarantee attached as **Annexure "D"** for the financing of 70% (N$322 700.00) of the purchase price and she is in the process to pay the required 30% of which she managed to pay an amount to N$72 000.00 **Annexure "E"** as follows below:

Date of receipt	*Receipt No.*	*Amount Paid*
18/09/2020	*461460*	*N$ 26 000.00*
28/10/2020	*465340*	*N$ 11 000.00*
02/12/2020	*469201*	*N$ 12 000.00*
03/02/2021	*474258*	*N$ 14 000.00*
08/03/2021	*476162*	*N$ 9 000.00*
		N$72 000.00

The outstanding amount of the 30% payable is N$66 300.00. Ms Thikusho is requesting an extension of time to settle the N$66 300.00 in two months (April and May 2021) seeing that her financier already approved her loan.

The interest for the period up to **31 May 2021** is calculated the amount of N$24 057.45 **Annexure "F"** and the rates and taxes is paid up to date **Annexure "G"**.

4. **Discussion**

Ms Thikusho indicated that she is aware of the commitment she made and that she is willing to settle the said amount within the additional time of 2 months. To date she has paid N$72 000.00 of the 30% payable to Council.

6. **Proposal**

It is proposed that Council approves Ms Thikusho's request to pay the balance of the 30% of the purchase prices subject to interest charges calculated from the date of sale until the registration date. Should the purchase price not be paid by the due date as requested, the sale be cancelled and be offered to the next bidder on the list.

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

RECOMMENDED:

(a) **That Council approves the second application by Ms Christine R Thikusho for an extension of time to perform by 31 May 2021, in view of her positive performance to date.**

(b) **That the extension of time be subject to interest being levied from date of sale until date of transfer or date of receipt of payment (cash option).**

(c) **That exemption of the interest be granted for if applicable, being the period of the lockdown periods during the National State of Emergency.**

(d) **That should Ms Thikusho not perform in full by 31 May 2021, the sale transaction be cancelled.**

(e) **That if Ms Christine R Thikusho does not perform, Erf 4989, Extension 14, Swakopmund be offered to the next qualifying bidders in line.**

ANNEXURE "A"

5.3.2021

To: Swakopmund Municipality Council:

Application for extension of settlement towards ERF 4989 from 31 March 2021 to 31st May 2021

First of all, I would like to thank the Council and the municipality staff most especially Ms. Uushona for always willing to help and for extending the initial settlement period to March 2021.

I am fully aware of the commitment I made last year to settle the 30% amount by end of March this year. Over the last few months since November 2020, I have been consistently paying towards the council in an effort to pay off the 30% requirement. To date, I have paid the council an amount of N$72 000. My goal is to pay an amount of N$23 000 into the council's account by end of this month. This will then bring the total amount I would have paid to the council to N$95 000. Currently, I have credit of N$26 000 at the bank and my private banker has confirmed I can request for that. Which means by end of this month once all these payments have been made, I would have paid N$121 000 towards settlement of ERF 4989. In regard to the 70% (approximately N$322 000), the bank has already approved my application and they are ready to pay.

Since the ERF total cost is N$461 000, and I am required to pay 30% (which is equivalent to N$138 000), it means I still need to top up N$17 000. In communication with Ms. Uushona in the past few weeks, she has indicated I have incurred interest charges of approximately N$15 580 to date. This means I am short with approximately N$32 000 to settle the payment. If granted an extension of two months, I am committing to settle the remaining balance by the 31st of May 2021.

I am therefore requesting the Swakopmund Municipality Council to consider my request and extend the deadline to the 31st of May 2021. I have worked extremely hard and sacrificed a lot over the last few months and it would be painful to lose it all in the end.

I am humbly requesting the Council to consider my application and extend the settlement period from the 31st of March 2021 to the 31st of May 2021.

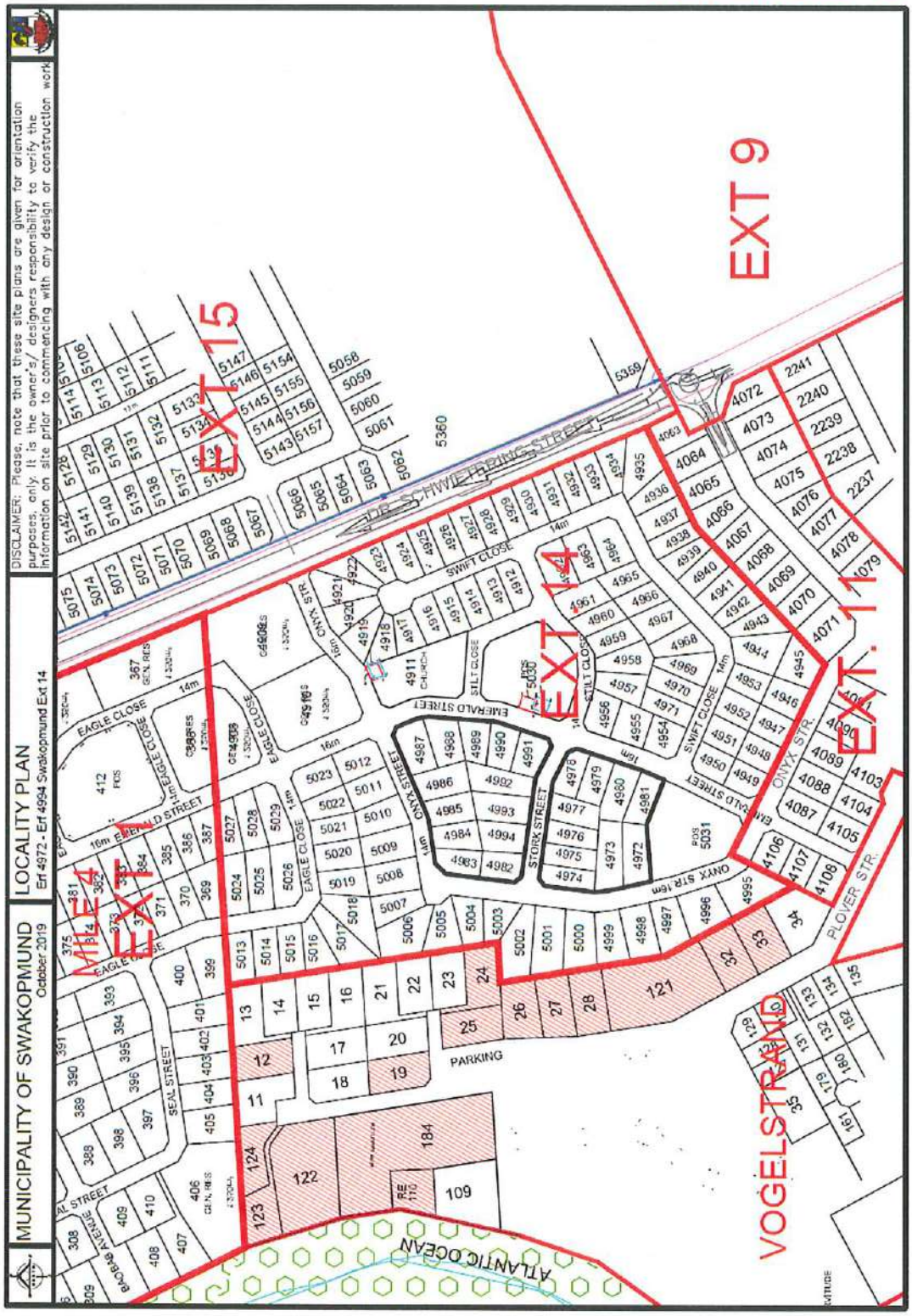
I look forward to hearing from you and thanking you very much for your consideration.

Yours sincerely

Digitally signed by Christine Thikusho
Date: 2021.03.05 10:58:09 +02'00'

Christine Thikusho

ANNEXURE "B"


MUNICIPALITY OF SWAKOPMUND
October 2019
LOCALITY PLAN
Erf 4972 - Erf 4994 Swakopmund Ext 14
DISCLAIMER: Please, note that these site plans are given for orientation purposes, only. It is the owner's/ designers responsibility to verify the information on site prior to commencing with any design or construction work
EXT 9
EXT 15
EXT 14
EXT. 11
EXT 14
EXT 14
DR. SCHWEIKERT STREET
SWIFT CLOSE
EAGLE CLOSE
EMERALD STREET
ONYX STR.
STILT CLOSE
STORK STREET
SEAL STREET
PLOVER STR.
PARKING
VOGELSTRAND
ATLANTIC OCEAN

ANNEXURE "C"

MUNICIPALITY OF SWAKOPMUND

(064) 4104216
088 614 514
53 Swakopmund
NAMIBIA
www.swkmun.com.na
auushona@swkmun.com.na

Ref No: **Erf 4989 Extension 14, Swk**

Enquiries: **Ms A Uushona**

07 October 2020

Ms Christine J Thikusho
P.O. Box 2060
Windhoek
10005

Dear Madam

APPLICATION FOR AN EXTENSION OF TIME TO PERFORM: ERF 4989, EXTENSION 14, SWAKOPMUND.

Your application dated 19 August 2020 regarding the abovementioned matter refers.

Council passed the following resolution at its meeting of 24 September 2020 under item 11.1.2 resolved.

(a) That Council approves the application by Ms CR Thikusho for an extension of time to perform by 31 March 2021.

(b) That the extension of time be subject to interest being levied from date of sale until date of transfer (if a bank guarantee is provided) or until date of receipt of payment (cash option).

An addendum to the deed of sale is herewith attached for signing by you.

You are kindly requested to attend to the following:

- ensure that the information as per the addendum (pages 1 to 3) is correct;
- initial every page of the addendum together with two witnesses and sign in full on page 3 as purchaser, together with the same to witnesses; and
- return the duly signed addendum on / before, **23 October 2020** to the Property Section of the Swakopmund Municipality for finalization thereof on behalf of the Municipality whereafter the copy of the signed addendum will be provided to you for your records.

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

2

For any further enquiries, please do not hesitate to contact Ms A Uushona at ☎ 064-4104216.

Yours faithfully,

MANAGER CORPORATE SERVICE
2020 -10- 12
MUNICIPALITY OF SWAKOPMUND

Mr MPC Swarts
GM: Corporate Services & HC

/au

ANNEXURE "D"

NOTARIES
CONVEYANCERS
ATTORNEYS

KINGHORN ASSOCIATES
(AUTHORISED AND REGULATED BY THE LAW SOCIETY OF NAMIBIA)

HAUS ALTONA
2-6 Tobias Hainyeko Street
SWAKOPMUND / NAMIBIA
P O Box 1455 (No Area Code)
Telephone: +264 64 405051/2
Telefax : +264 64 402683
E-Mail: marlenev@kinglaw.com.na
V.A.T. Registration No. 2667085-01-5

DR. WEDER, KAUTA & HOVEKA INC.
SWAKOPMUND
BY E-MAIL:
greyvenstein.convey1@wkh-law.com

YOUR REF HELGA

OUR REF HEA/mdj-MUN100/3043

25 February 2021

Dear Sir/Madam

RE: 1. **TRANSFER OF ERF 4989 SWAKOPMUND (EXTENSION 14): MUNICIPALITY OF SWAKOPMUND // C R THIKUSHO**
2. **REGISTRATION OF A BOND OVER ERF 4989 SWAKOPMUND (EXTENSION 14): C R THIKUSHO IFO STANDARD BANK NAMIBIA LTD**

We refer to transactions and herewith provide you with our guarantee requirements, as requested:

* The Guarantee is to be issued in favour of the **MUNICIPAL COUNCIL OF SWAKOPMUND (for credit: C R THIKUSHO)** for payment in the amount of **N$322,700,00** on date of registration of transfer, to be paid by electronic fund transfer into the bank account of the Municipal Council of Swakopmund.

Account details:
Municipal Council of Swakopmund
First National Bank of Namibia Ltd
Swakopmund Branch
Account number 62249603300
Branch Code 280 472

Kindly let us have the duly issued guarantee at your earliest convenience.

Yours faithfully

KINGHORN ASSOCIATES
Per: H E AHRENS

ANNEXURE "E"

SWAKOPMUND MUNICIPALITY ☎ (064) 4104111 ✉ 53, SWAKOPMUND

ONLY MACHINE PRINTED RECEIPTS VALID

SWAKOPMUND MUNICIPALITY ☎ (064) 4104111 ✉ 53, SWAKOPMUND

Transferred to the EA Vote 30/11

ONLY MACHINE PRINTED RECEIPTS VALID

ar.Dates from:

SWAKOPMUND MUNICIPALITY ☎ (064) 4104111 ✉ 53, SWAKOPMUNI

ONLY MACHINE PRINTED RECEIPTS VALID

SWAKOPMUND MUNICIPALITY ☎ (064) 4104111 ✉ 53, SWAKOPMUND

ONLY MACHINE PRINTED RECEIPTS VALID

SWAKOPMUND MUNICIPALITY ☎ (064) 4104111 ✉ 53, SWAKOPMUND

ONLY MACHINE PRINTED RECEIPTS VALID

ANNEXURE "F"

Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

THIKUSHO CR
P O BOX 2060
WINDHOEK
9000

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2021/02/17
Account Number	50498900029
Reference	20210218-13933
Deposit	

Details/Meter Readings		
Previous	Present	Consumption

Meter Readings Dates	
Previous	Current

Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
01/15	BALANCE B/FWD		0.00	778.04	778.04
02/04	000018 RECEIPT		0.00	778.04-	778.04-
02/17	VA RATES GENERAL	NAS	0.00	400.34	400.34
02/17	SE AVAILABILITY DOM	ZER	0.00	182.00	182.00
02/17	RF AVAILABILITY DOM	ZER	0.00	92.00	92.00
02/17	SU FIRE BRIGADE SERV - RES	EXP	0.00	2.00	2.00
02/17	DISPOSAL FEES DOM	EXP	0.00	6.00	6.00
02/17	SU CLEANING SERV	EXP	0.00	16.00	16.00
02/17	WA AVAILABILITY DOM	ZER	0.00	79.70	79.70
Total			0.00	778.04	778.04

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	0.00	0.00	0.00	778.04	778.04

MESSAGE

PLEASE NOTE: ACCOUNTS ARE PAYABLE ON OR BEFORE 8 MARCH 2021.

Property Information			
Stand No.	00004989	Ward	1
Township	001 050 SWAKOPMUND NORTH		
Street Address			
Portion	00000		
Area	733		
Unit	001/050/00004989/00000/0000/0000		

Details of Property Assessment	
Valuation	
Land	Improvements
257000.00	
Building Clause	
Valuation	Date
Annual Levy	

KINDLY TEAR OFF AND RETURN WITH PAYMENT

Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2021/03/08
THIKUSHO CR	Account No.	50498900029
REMITTANCE ADVICE	Amount	778.04

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519140
E-Mail for confirmation: payments@swkmun.com.na

ANNEXURE "G"

	Days	Payment	Amount	Int Rate	Interest
	4989				
Nov-20	20		424 000.00	10.25%	2 381.37
Dec-20	1		424 000.00	10.25%	119.07
Dec-20	25		412 000.00	10.25%	2 892.47
Jan-21	31		412 000.00	10.25%	3 586.66
Feb-21	28		412 000.00	10.25%	3 239.56
Feb-21	26		398 000.00	10.25%	2 905.95
Mar-21	31		389 000.00	10.25%	3 386.43
Apr-21	30		389 000.00	10.25%	3 277.19
May-21	31		389 000.00	10.25%	3 386.43
	223				**25 175.12**
Total days	21		424 000.00	10.25%	2 500.44
Total days	84		412 000.00	10.25%	9 718.68
Total days	26		398 000.00	10.25%	2 905.95
Total days	92		389 000.00	10.25%	10 050.05
less lock down	10		398 000.00	10.25%	1 117.67
Total interest					**24 057.45**

11.1.6 **REQUEST FOR AN EXTENSION OF TIME TO PERFORM**
(C/M 2021/04/29 - M 7041)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **7.7** page **128** refers.

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

1. **Introduction**

This submission is tabled for Council to consider an extension of time to pay the purchase price as per the letter **attached** as **Annexure "A"** by Messrs Uhili Necessity Wellness Trust. The trust requests for an extension up to **30 April 2021** to settle the purchase price.

2. **Background**

Erf 7041 (Extension 26) Swakopmund, which is zoned "institutional" and is 4 562m² in extent, **Annexure "B"** was allocated to Messrs Uhili Necessity Wellness Trust, by way of private treaty as per Council's resolution of **28 March 2018** under item 11.1.22 as follows:

(a) That Council in principle, approves the allocation of Erf 7041, Swakopmund, Extension 26 to Uhili Necessity Wellness Trust for the construction of a rehabilitation and reintegration facility for offenders subject to the conditions of sale applicable for the sale of land zoned "Institutional".

(b) That the approval in (a) above be subject thereto that Uhili Necessity Wellness Trust provides the following documents within six months from the date of Council's resolution approving the allocation:

- *a lay-out indicating that the area (4 562m²) of the Erf will be optimally used as regulated in terms of Town Planning Amendment Scheme 12.*
- *a business plan (pay of the Erf and sustainability of the project).*
- *proof of financing for the purchase of the Erf as well as the construction of the facilities.*
- *confirmation from Namibian Correctional Services that such venture is supported by the Ministry.*

(c) That the purchase price be determined at N$55.00/m² (being 50% of the cost of installation of services to Extension 26), it is N$55.00 x 4 562m² = N$250 910.00.

(d) That in addition to the standard conditions of sale, Erf 7041, Swakopmund may not be subdivided and alienated by Uhili Necessity Wellness Trust.

(e) That should not development take place in 24 Months the allocated Erf be return to Council.

(f) That Messrs Uhili Necessity Wellness Trust be informed that no violent offenders will be accommodated on site.

The trust was informed by letter dated **06 April 2018** and an acceptance letter dated **11 April 2018** was received by Council.

3. **Challenges with the funding**

The allocation was for the construction of the rehabilitation and reintegration facility for offenders. Council requested the trust to provide proof of financing for the purchase and for the construction of the facility as per their original application. The trust provided **Annexure "C"** as proof that they will be in a position to purchase and construct the facility. If there is a financier that committed to finance the project, Ms Haimbodi did not indicate why Messrs PS HSE Consulting withdraw as the financier. **Attached** as **Annexure "D"** is the letter confirmation that Ms Haimbodi found a company that will assist the trust with financing.

The trust was permitted to pay off the purchase price over a period of 24 months. The finance department confirmed that the amount outstanding is N$256 431.25 **Annexure "E"**.

4. **Proposal**

That Ms Haimbodi's setbacks be noted.

It is proposed that in view of rare type of social services she provides, the trust be granted a one-month extension as per their request and should the purchase price not be paid by **30 April 2021**, the transaction be cancelled and the erf returned to Council.

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

RECOMMENDED:

(a) That Council approves the request for extension of time to perform by Messrs Uhili Necessity Wellness Trust until 31 May 2021.

(b) That the extension of time be subject to interest being levied.

(c) That should Messrs Uhili Necessity Wellness Trust not perform by 30 April 2021, the transaction be cancelled and the erf returned to Council.

ANNEXURE "A"

UHILI
NECESSITY WELLNESS TRUST

PO Box 2700, Swakopmund
Mobile: +264 81 244 1662
Mobile: +264 81 6469025
Email: projectuhili@gmail.com

Reg No. WO 473

11 March 2021

Ref No: E 7041

To: CEO
Swakopmund Municipality
PO Box 53
Swakopmund
NAMIBIA
Tel: 064 41042016
Fax: 088614 514

RECORDS & ARCHIVES
12 MAR 2021
MUNICIPALITY OF SWAKOPMUND

Dear Sir

RE: REQUESITION OF ONE MONTH GRACE PERIOD TO COVER THE COST OF 250,910.00, PURCHASE PRICE OF 7041, MATUTURA.

With reference to your letter dated 06 April 2018, on the resolution that was made by the Council on the 28 March 2018, Uhili Necessity Wellness Trust accepted the condition of resolution and also agree to provide the information as indicated in point (b) on the letter that was received within six months. At this time without awareness of information about the condition of 24 months, the agreement of 3 months period was accepted. But after, the request was made on 25th February 2019 to change to 24 months that was granted gracefully.

While I was busy with networking and writing proposals, I was hit by the dark cloud, on the 04th June 2019, I lost my son. This was sudden and it affected every aspect of my life. I wanted to give up on life. My work got affected, the motivation to pursue the call was fading away.

After few months Corona Pandemic hit the whole world. This will not sound like a justification on the delay but these events became setbacks on the whole process. This leads to the condition where I found myself today, of not able to secure any funds to purchase the land.

But there is one thing keep me going, the calls from Correctional facilities around Namibia asking for UNWT services, offenders who are always calling for mentoring, counselling and those who just want to greet me and tell me they got jobs somewhere.

I was at the edge of giving up and while I was contemplating to write the letter of giving up to Municipality I met two couple who encouraging me to go on. And they are willing to make sure this land is paid in full.

It is my request, my final request for one month extension up to the end of April 2021.

I am appealing to the Management to look to the need we have within our country not only in this community of Swakopmund to be only motivation towards this request.

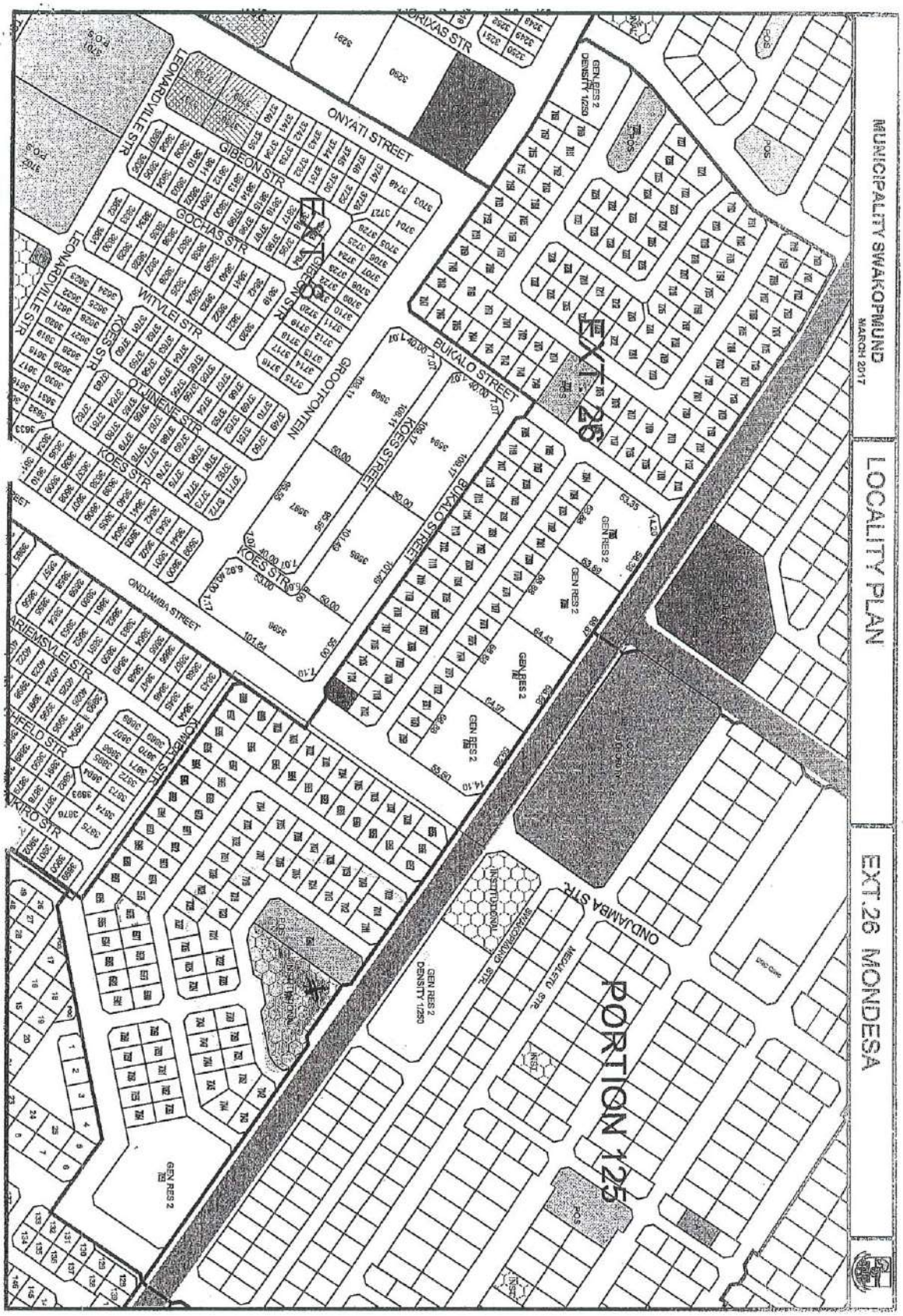
I thank you that you have got my back concerning this.

For any required information please contact Ms. Haimbodi NPT at 081 244 1662.

Sincerely yours

MS. HAIMBODI NDAIFANWA PENNINA T.
PROJECT COORDINATOR
UHILI NECESSITY WELLNESS TRUST

ANNEXURE "B"


MUNICIPALITY SWAKOPMUND
MARCH 2017
LOCALITY PLAN
EXT.26 MONDESA
PORTION 125
EXT. 26
ONDJAMBA STREET
BUKALO STREET
KOES STREET
ONYATI STREET
GIBEON STREET
GOOCHAS STREET
WITVLEI STREET
GROOTFONTEIN
LEONARDVILLE STR
ARIEMSVLEI STREET
KIRO STREET
HOMBAY STREET
GEN RES 2
DENSITY 1250
INSTITUTIONAL
POS

ANNEXURE "C"

PS HSE Consulting

"Making HSE implementation EASY & PRACTICAL"
Cell: 0814363573/0813303328

PS HSE CONSULTING

P. O Box 8454
Unit no3, Karakulia Complex,
Rakatoka Str.
Swakopmund, Namibia
Email: pshseconsulting@gmail.com

To: Ms. Ndaifanwa Penina T. Haimbodi
Uhili Necessity Wellness Trust
P.O Box 2700
Swakopmund
9000

PS HSE would like to acknowledge receipt of the documents submitted to us for an offer of plot no: 7041 of extension 26 offered by the Swakopmund Municipality for the purpose of establishing a rehabilitation center by Uhili Necessity Wellness Trust.

It has been a rewarding experience for PS HSE Consulting cc to be a Community Development Partner with your organization since 2014. We are excited about the developments of this envisioned Multi-functional Rehabilitation Center for Erongo Region.

It is therefore with pleasure that the board of directors of PS HSE Consulting hereby confirm that we will cover up the cost for purchasing the land at the stated price of N$250 910.00 (Two hundred Fifty Thousand, nine hundred and ten Namibian Dollars) and construction of the institution.

This amount will be paid directly the Municipality of Swakopmund upon the receipt of all necessary documentation.

Any other information required regarding our bankability can be requested directly from our office

Thank you for your contribution to the social wellbeing of our community.

Kind Regards

Precious Gowases
CEO
..... 18/04/18

PS HSE CONSULTING cc
C/2013/11934
P.O. BOX 8454
SWAKOPMUND
E-pshseconsulting@gmail.com
Contact No's: 081 436 3573
081 3303 328

ANNEXURE "D"

To: **Swakopmund Municipality** **11 March 2021**

From: **Andrew Malherbe**

Re: **Commitment of Support to Uhili Necessity Wellness Trust**

Dear Sir/Madam,

This letter is to confirm that I have made a commitment to support the abovementioned Trust in its endeavours to seek and secure funding to purchase Erf 7041 from the Swakopmund Municipality.

In my current capacity as the Chief Operating Officer for Save the Rhino Trust, a local conservation Non-Government Organization, I regularly interact with international donor agencies, institutional funders and private sector companies. My interactions are primarily project related and comprise to a large degree the development and submission of funding proposals.

I therefore have some experience in the writing of such proposals and am also part of a wide network of conservation and development workers nationally and internationally. In this respect when my wife, Sonje Malherbe met Ms Haimbodi and I was told about the urgent need to assist in identifying potential funders for the Erf I agreed that I would try to help.

Funding for projects is often difficult to access and I cannot make any promises that we will succeed but I can say that I will work hard in my personal capacity to realise this important goal.

Sincerely,

Andrew Malherbe

ANNEXURE "E"

Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

UHILI NECESSITY WELLNESS TRUST
P O BOX 2700
SWAKOPMUND
9000

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2021/02/17
Account Number	70704100010
Reference	20210218-25554
Deposit	

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption	01/15	BALANCE B/FWD		0.00	244795.04	244795.04
			02/17	VA RATES GENERAL	NAS	0.00	0.00	0.00
			02/06	DEBIT AMOUNT 93704100010		0.00	11636.21	11636.21
Meter Readings Dates								
Previous	Current							
			Total			0.00	256431.25	256431.25

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	221522.62	11636.21	11636.21	11636.21	256431.25

MESSAGE

PLEASE NOTE: ACCOUNTS ARE PAYABLE ON OR BEFORE 8 MARCH 2021.

Property Information			
Stand No.	00007041	Ward	1
Township	001 070 MONDESA		
Street Address			
Portion	00000		
Area	4562		
Unit	001/070/00007041/00000/0000/0000		

Details of Property Assessment	
Valuation	
Land	Improvements
Building Clause	
Valuation	Date
Annual Levy	

KINDLY TEAR OFF AND RETURN WITH PAYMENT

Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2021/03/08
UHILI NECESSITY WEL	Account No.	70704100010
REMITTANCE ADVICE	Amount	256431.25

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519140
E-Mail for confirmation: payments@swkmun.com.na

11.1.7 **APPLICATION BY MR W U SHIIMI FOR EXTENSION OF TIME TO PAY THE PURCHASE PRICE OF ERF 4956, EXTENSION 14, SWAKOPMUND**
(C/M 2021/04/29 - E 4956)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **7.8** page **128** refers.

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

1. **Introduction**

The purpose of this submission is for Council to decide whether to allow an extension of time (2 months') to Mr W U Shiimi to pay the purchase price of Erf 4956, Ext.14, Swakopmund. A map is attached as **Annexure "A"**.

2. **Background**

Allocation of Erf 4956, Extension 14, S

Erf 4956, Extension 14, Swakopmund, forms part of the 42 erven sold on a closed bid on **14 December 2018**. Quoted below the bidders listed at the sale for Erf 4956, Extension 14, Swakopmund:

#	Bidder	Bid Amount	Comments
1	Junius E J V	817 000.00	Accepted, but Cancelled due to non-performance
2	Olivier J M	810 250.14	Allocated 4912
3	Strampe D	715 500.00	Allocated 4925
4	Kamati N	700 000.00	Allocated 4932
5	Bezuidenhoudt W	655 000.00	Allocated 4928
6	Engelbrecht C	630 000.00	Allocated 4954
7	Snydewel W	611 100.01	Not allocated - was offered erf 4912, but cancelled
8	Kauvi L T P	609 385.15	Allocated 4958
9	Van Staden P J	600 000.00	Allocated 4961
10	Iyambo L N	589 671.00	Allocated 4955 cancelled Allocated 4956 cancelled
11	Petaya Fransina	578 928.00	Was offered but not interested
12	Shiimi Willbard U	578 500.99	Offered 31 Aug 2020
13	Van Staden P B	570 000.00	Not allocated
14	De Klerk C O	530 000.00	Not allocated
15	Atlantic Developers CC	511 000.00	Not allocated
16	Inco Smit	**500 000.00**	Not allocated
17	Roets Annemarie C	**500 000.00**	Not allocated
18	Korobkina Yulia	451 500.00	Allocated Erf 4957
19	Komenco CC	450 500.00	Not allocated
20	Orub Milton M	449 135.00	Not allocated

The public was assured that next qualifying bidders will be considered for allocation immediately after the final due date for payment lapses.

All bidders for each erf were listed according to the bid amounts and are therefore eligible for consideration in cases where the initial purchaser did not perform in terms of the conditions of sale. The allocation of erven to the next qualifying bidders is also a condition of the sale document.

Erf 4956 was first allocated to Mr Junius, but he did not perform to secure the purchase price on **13 May 2019** (expiry of 21 days' notice). A submission was tabled to Council who on **27 June 2019** under item 11.1.1 cancelled the transaction together with other non-performers.

Thereafter it was offered to Mr W Snydewel who later cancelled the sale. The erf was offered to Ms Petaya who also declined the offer.

Ms L Iyambo was the next bidder in line and accepted the offer to purchase the said erf. The date of sale was **06 August 2019** with due date, **31 January 2020**. On **17 January 2020**, Ms Iyambo requested an extension of time to pay the purchase price. Her request was approved by Council on **27 February 2020**, under item 11.1.1, allowing her to pay the purchase price on **31 July 2020**. Ms Iyambo failed to secure the purchase price and as a result the transaction was cancelled on **29 July 2020**.

Mr W U Shiimi is the current purchaser as indicated in the table above.

3. **Application for Extension of Time (Mr W U Shiimi)**

As per standard conditions of sale, a notice of 21days' (**03 February 2021)** was sent to Mr Shiimi to remedy the breach by securing the purchase price on / before **25 February 2021 (Annexure "B")**.

On **01 March 2021**, Mr Shiimi asked for an extension of time for 2 months to secure the balance of the purchase price (N$98 500.99). The total purchase was N$578 500.99 of which N$480 000.00 (83% of total purchase price) was paid. Mr Shiimi motivates his request due to the Corona Virus pandemic that negatively affected all companies.

Mr Shiimi asks that the interest which amounts to **N$14 571.19** be waived.

Conditions of Sale

With reference to securing the purchase price the standard conditions of sale provide that the purchase price be secured by either:

① *A cash payment or*
② *An electronic fund transfer or a*
③ *Bank guarantee (subject to penalty interest being levied should the property not be transferred by **31 January 2019**) Within 120 days.*

The conditions further provides:

No negotiations will be entered into after the bids have been opened and prospective purchasers are cautioned to make adequate provision with their financial institutions prior to the proceedings, as no other arrangement will be accepted than indicated herein.

- *The provision of a loan application or final approval of a home loan at a registered bank is not regarded as compliance with the above payment options as such was not a requirement; only a bank guarantee can be used to register transfer.*

4. Previous Resolutions

In the past Council approved various applications for extension of time for Private Treaty Sales. Applications for public sales of small numbers of erven zoned *"General Business"*, *"Industrial"* and *"General Residential"* were also approved in the past.

Paragraph 3 and 5 of Annexure "B" of the Deed of Sale makes provision for cancellation of a transaction due to non-performance and stipulates:

"...this Agreement shall be deemed to have been cancelled and shall be of no further force and effect, without any obligation on the SELLER to place the PURCHASER on terms to make payment and without the obligation on the SELLER to inform the PURCHASER that the agreement has indeed become cancelled;"

Below is a list of some of the various applications for extension of time to perform approved during 2019:

Name	Erf	Date of Council Resolution
Mr S A Angula	E 4908, S, Ext 14	28 Mar 2019, Item 11.1.5
P.R.O Housing	E 4889, Industrial	28 Mar 2019, Item 11.1.6
Magnetize Investments CC	E 4876, Industrial	28 Mar 2019, Item 11.1.7
Mr Ageshe-Pombili A Shapumba	E 356, Ext 1,Mile 4	25 April 2019, Item 11.1.1
Namibia Desert Giant Group (Pty)	E 365, Mile 4	25 April 2019, Item 11.1.17
Mr Thomas Victory	E 4921, Ext 14, S	27 Jun 2019, Item 11.1.1
Ms Leena N Iyambo	E 4955, Ext 14, S	27 Jun 2019, Item 11.1.1
NAPWU	E 4336, M	29 Aug 2019, Item 11.1.16
Angelique Investment CC	E 7159, M	29 Aug 2019, Item 11.1.17
Wato Investment CC	E 4108, M	29 Aug 2019, Item 11.1.22
Ms H Shilumbu	E 832, Mat	26 Sept 2019, Item 11.1.5
Mr S A Angula	E 4908, S	31 Oct 2016, Item 11.1.6

5. Discussion

Granting extensions of time to secure purchase prices negatively affects Council's financial position and places pressure on the cash flow for operating and capital expenditure. For example, Council paid N$ 3 386 723.00 to NHE for the erven in Extension 10. The erven were sold by private treaty instead of closed bid whereafter extensions of time were granted for the payment of the purchase prices; resulting in Council not earning income for an extended period effectively subsidizing the purchase price to the private purchasers. Similarly, Council already invested funds in the servicing of Extension 1, Mile 4.

Council sells large numbers of erven and granting extensions of time can result in inconsistent treatment of the public, increases the risk of errors in administration and hampers the prompt finalization of transactions. If the projects were not delayed, it would have created job opportunities and contributed to the local economy.

6. Proposal

It is proposed that Council decides whether to approve Mr WU Shiimi's application for extension of time by allowing an extension of time for (2 months) until **Monday, 31 May 2021** to pay the

balance of the purchase for Erf 4956. To date Mr Shiimi paid 83% of the total purchase price.

Should the application be considered positively, interest in the amount of **N$14 571.19** must be levied for period from **10 September 2020** until **31 May 2021**.The interest calculated by the Finance Department is attached as **Annexure "D"**.

Council allows purchasers who cannot pay the interest once-off to pay it off in instalments from 3 to a maximum of 36 months'. It is thus proposed to allow Mr Shiimi to pay the interest in instalments.

Depending on whether approval will be granted; should registration of the property takes place before **31 May 2021**, the interest charge be recalculated and Mr Shiimi be responsible for payment of such.

It is confirmed with the Finance Department that to date no payments for the rates and taxes plus basic services account has been received; the account is in default to the amount of **N$4 743.00 (Annexure "E").**

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

RECOMMENDED:

(a) That the application of Mr W U Shiimi for an extension of time to pay the purchase price until 31 May 2021, for Erf 4956, Extension 14, Swakopmund, be approved.

(b) That interest be applicable at a rate of 10.5% for the period 10 September 2020 until date of registration and an addendum be compiled to record the decision.

(c) That Council takes note that the interest charged from 10 September 2020 until 31 May 2021 amounts to N$14 571.19.

(d) That should the transfer of ownership takes place earlier than 31 May 2021, the interest be recalculated.

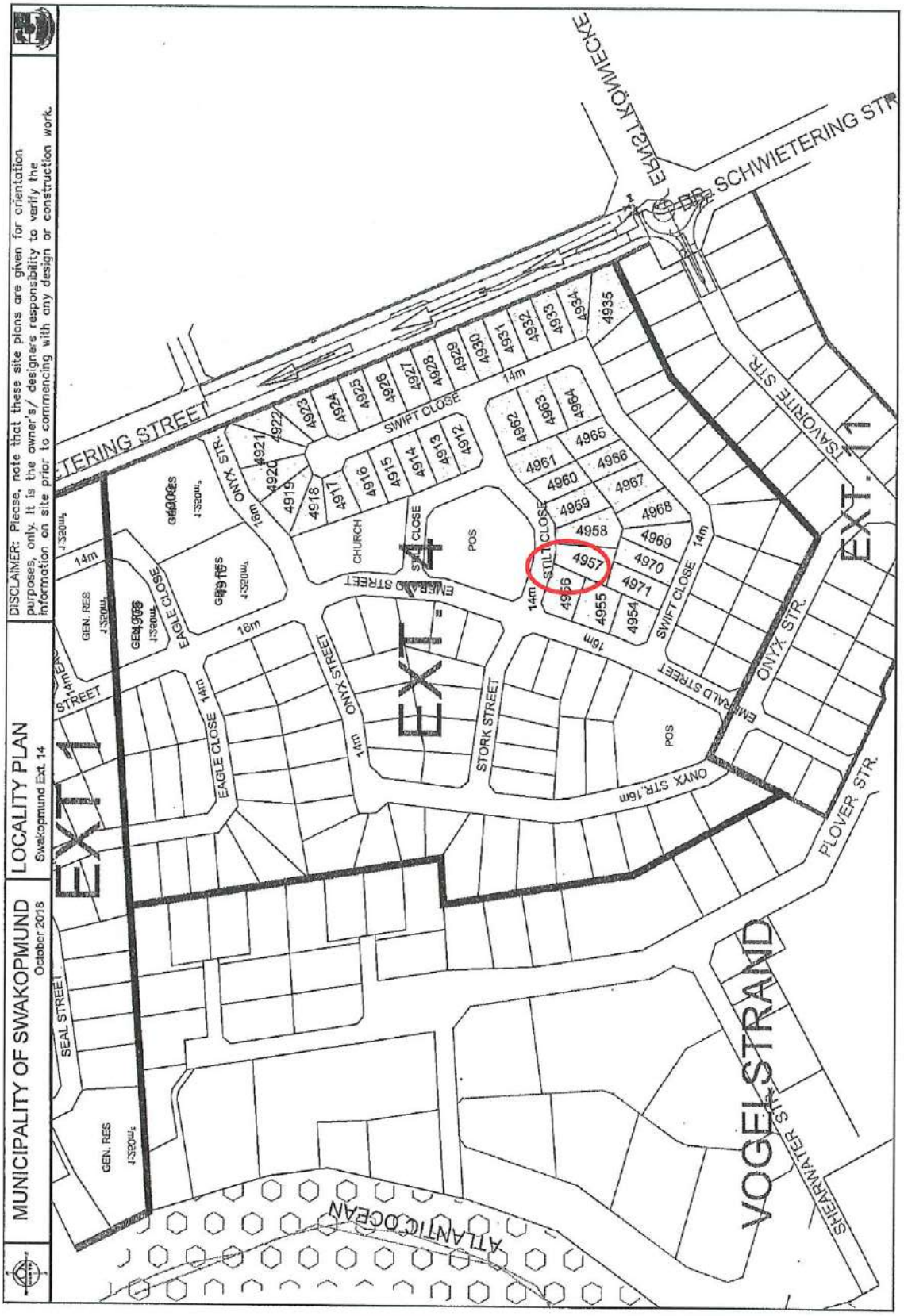
(e) That Council does not waive the payment of the interest charged for Erf 4956, Ext 14, Swakopmund to the amount of N$14 571.19.

(f) That should registration takes place on 31 May 2021, Mr W U Shiimi be given an opportunity to pay the interest calculated from 10 September 2020 until 31 May 2021 in equal instalments.

(g) That depending the date of registration of the property, the interest charged be recalculated.

(h) That after the total interest charged is made known, Mr W U Shiimi confirms in writing a suitable period for down payment of same and the Finance Department be informed to levy it in equal instalments.

ANNEXURE "A"


MUNICIPALITY OF SWAKOPMUND
October 2018
LOCALITY PLAN
Swakopmund Ext. 14
DISCLAIMER: Please, note that these site plans are given for orientation purposes, only. It is the owner's/ designer's responsibility to verify the information on site prior to commencing with any design or construction work.
EXT. 11
EXT. 14
EXT. 11
SCHWIETERING STR
SCHWIETERING STREET
EXCELLÓWNIECKE
SWIFT CLOSE
STILT CLOSE
EMERALD STREET
CHURCH
POS
ONYX STR.
ONYX STREET
STORK STREET
EAGLE CLOSE
SEAL STREET
GEN. RES
ISAVORITE STR
PLOVER STR.
SHEARWATER STR
VOGELSTRAND
ATLANTIC OCEAN

ANNEXURE "B"

MUNICIPALITY OF SWAKOPMUI

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

REF: ERF 4956

Enquiries: Ms B Ramos Viegas

03 February 2021

Mr Willibard Uushona Shiimi
P O Box 87297
Eros
10009

0811272537
wushiimi@gmail.com

Dear Sir

SALE OF 14 DECEMBER 2018:
NOTICE TO RECTIFY BREACH: ERF 4956, SWAKOPMUND

Kindly be informed that the purchase price for the above transaction was not paid in cash or secured by formal bank guarantee on **Friday, 29 January 2021** as per the provisions of the Deed of Sale. The payment of the purchase price is regarded as a material term of the agreement.

Therefore you are given notice of 21 days in terms of Clause 11 to rectify the breach by Thursday, **25 February 2021.**

Should the purchase price not be paid in cash or secured by formal bank guarantee (subject to payment of interest) by Thursday, **25 February 2021**, the transaction be cancelled.

Very important: the estimated interest applicable to the purchase price calculated until **29 January 2021** amounts to **N$ 22 199.91.**

Kindly take note that where a bank guarantee is in place the interest is levied until date of transfer. Where payment is made in cash, the interest must be confirmed with our Finance Department as on date of receipt of the amount by Council.

Also note that you will forfeit the registration fee of N$5 000.00 should the transaction be cancelled.

Should you have any enquiries, please contact Ms B Ramos Viegas at 064-4104215.

Yours faithfully,

Mr M P C Swarts
GM: Corporate Services & HC
/brv

Copy: ENS Africa

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

ANNEXURE "C"

Ref. W. U. Shilimi

01/03/2021

Swakopmund Municipality
The Chief executive Officer
P. Box. 53
Swakopmund

Dear Mr. A. Benjamin

Re: PAYMENT IN RESPECT OF ERF 4956, EXTENSION 14 SWAKOPMUND

Receive here the amplification on late payment in respect of the aforesaid erf.

The new normal had negatively affected all entities proof my constant communication with Barbra during all transfers.

To date about **N$ 480 000.00** was advanced albeit bank unpaid feedback is still awaited as prescribed, an outstanding of about *N$ 98 500.99*.

For the above reason coupled with current normal, I therefore appeal to the council to defer not only my payment to end May 2021 but waiver my interest as a breather, where I will be financial eligible for my bank to settle my balance.

Counting on your usual support

W. U. Shilimi

+264811272537

ANNEXURE "D"

Barbara Ramos Viegas

From: Gaudensia Mukena
Sent: Tuesday, 09 March 2021 07:49
To: Barbara Ramos Viegas
Cc: Stephny Bruwer
Subject: RE: Request for Interest Calculations for Erf 4956, Ext 14, S

Dear Barbara

Good day

Below find the calculations and confirm if in agreement with your request.

	Days	Payment	Amount	Int Rate	Interest
	4956				
Sep-20	20		298 500.99	10.50%	1 717.40
Oct-20	31		298 500.99	10.50%	2 661.97
Nov-20	30		298 500.99	10.50%	2 576.10
Dec-20	31		298 500.99	10.50%	2 661.97
Jan-21	27		298 500.99	10.50%	2 318.49
Jan-21	4		98 500.99	10.50%	113.34
Feb-21	2		98 500.99	10.50%	56.67
Mar-21	31		98 500.99	10.50%	878.41
Apr-21	30		98 500.99	10.50%	850.08
May-21	31		98 500.99	10.50%	878.41
	237				**14 712.87**
Total days	**139**		298 500.99	10.50%	11 935.95
Total days	**98**		98 500.99	10.50%	2 776.92
less lock down	5		98 500.99	10.50%	141.68
Total interest					14 571.19

Regards,
Gaudensia

Gaudensia Mukena | Manager: Finance | Finance | 4302

From: Barbara Ramos Viegas
Sent: Thursday, 04 March 2021 12:20 PM
To: Gaudensia Mukena; Hellao Naruseb
Cc: Stephny Bruwer
Subject: FW: Request for Interest Calculations for Erf 4956, Ext 14, S

Dear Ms Gaudensia

Please see email below and provide interest applicable at a rate of 10.5%.

	Debit	Credit	Due Date
P/P	578 500.99		
Reg Fee		5 000.00	
Bal P/P	573 500.99		
Part Payment		275 000.00 (27/01/2021)	29/01/2021
Bal P/P	298 500.99		
Part Payment		200 000.00 (26/02/2021)	26/02/2021
Bal P/P	98 500.99		

Calculate on balance of N$298 500.99 for period: 10/09/2020 – 27/01/2021

Calculate on balance of N$98 500.99 for period: 28/01/2021 – 31/05/2021

Please take into consideration the following periods (Lockdown and Quarantine):

- *14 & 15 December 2020*
- *22 until 24 December 2020*

Thanking you in advance.

Regards,

Barbara Ramos Viegas | Property Officer | Corporate Services & Human Capital | 4215

ANNEXURE "E"

Account Number:	50495600036	OWNER	WU SHIIMI
Term-D:		Stand:	001 050 00004956 00000 0000 0000
Clearance Appl.Date:		Addr:	4956 EMERALD STREET
Clear Cert.Print:	N	Post.Add:	P O BOX 87297
Sect-Title:			EROS
Clear.Dates from:			WINDHOEK
to:			9000
ID:	81070700010	Cmplx:	
Total H/O:		Coll:	
Deb Tp:	80 - UNDEVELOPED		

202102 PENDING / UNALLOCATED Receipts 0.00

Options	Tran Date	Description	Reference	Tariff	Debit	Credit	Vat
Option	20210115	BALANCE B/F			3952.50		
Option	20210217	SE AVAILABI		SB01	182.00		
Option	20210217	SU FIRE BRI		SUFBS1	2.00		
Option	20210217	SU CLEANING		SUCLEA	16.00		
Option	20210217	DISPOSAL FE		SUDISD	6.00		
Option	20210217	VA RATES GE	0000000000	VA0101	412.80		
Option	20210217	RF AVAILABI		RB01	92.00		
Option	20210217	WA AVAILABI		WB01	79.70		
Option		TOTAL			4743.00		
Option			CURRENT	BAL:	4743.00		
Option		CASH UNTIL-	20210312				
Option							
Option							
Option							

11.1.8 **TRANSFER OF RIGHTS: HANGAR 10**
(C/M 2021/04/29 - Hangar 10)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **7.10** page **190** refers.

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

1. **Introduction**

On **01 September 2017** Council entered into a lease agreement with Bush Bird Asset Rental Close Corporation for Hangar 10 at the Swakopmund Aerodrome.

The attached letter dated **28 March 2021** was received from Messrs Bush Bird Asset Rental Close Corporation (**Annexure "A"**) requesting Council's approval for the transfer of the right to the hangar 10 to a new lessee, being Copper Investments (Pty) Ltd. The reason for their application is that, Bush Bird Asset Rental Close Corporation had no income since **March 2020.** The liquidation of their assets became necessary in an attempt to survive and that is why they seek consent to sell and transfer hangar 10 to Messrs Copper Investments (Pty) Ltd.

2. **Transfer of Right**

The lease agreement entered into between Council and Bush Bird Asset Rental Close Corporation, in terms of clause 7.3, provides that:

> *7.3 Notwithstanding the provisions of the preceding sub-clauses, the LESSEE shall be entitled (as far as same is possible in law and without representing to the LESSEE, alternatively his or its successor-in-title that the LESSEE or his or its successor-in-title shall acquire any proprietary rights in and to the improvements) to alienate and cede his rights, title and interest in and to any improvements at the PREMISES to any successor-in-title (and thus be relieved of the obligation placed upon him in accordance with the provisions of sub-clause 7.2), provided that -*
>
> *7.3.1 The LESSOR has approved such successor-in-title, which approval will not be withheld unreasonably and*
> *7.3.2 The successor-in-title has entered into a lease agreement with the LESSOR on terms similar to the terms contained herein.*

Permission is required from Council before a new lease agreement can be concluded with the new lessee of hangar 10.

3. **Discussion**

The General Manager: Corporate Services & Human Capital has no objection to the above mentioned transfer of rights to the existing hangars and the conclusion of a new lease agreement with the successor-in-title based on the standard lease terms for the Swakopmund Aerodrome. The above transfer should however be conditional on the confirmation by the General Manager: Finance that the lease accounts of Hangar 10 (**Annexure "B"**) is paid up to date before a new lease agreement is entered into with the new lessee.

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

RECOMMENDED:

(a) That Council approves the transfer of the rights of Hangar 10 from Bush Bird Asset Rental Close Corporation to Copper Investments (Pty) Ltd, subject to the standard lease conditions for hangars at the aerodrome.

(b) That the approval be subject to Bush Bird Asset Rental Close Corporation's lease accounts are up to date.


RUNWAY 17/5
A B C
Toilets
Office
Avgas tang
Terminal
Jet A1 Fuel Tank
ATC Tower
Helipont
SEMI PURIFIED RESERVOIR
EXISTING WATER RESERVOIR
e Centre Line

ANNEXURE "A"

BUSH BIRD ASSET RENTAL CC

Registration No. CC/2015/02430

1 Tobias Hainyeko St., P.O. Box 1606, Swakopmund, Namibia (+264) T: 064 404071 F: 407160 C: 081 293 0931, accounts@sossusfly.com

The CEO

28.03.2021

The Municipality of Swakopmund

By Hand

CONSENT TO TRANSFER THE LEASE TO COPPER INVESTMENTS PTY (LTD)// HANGAR 10

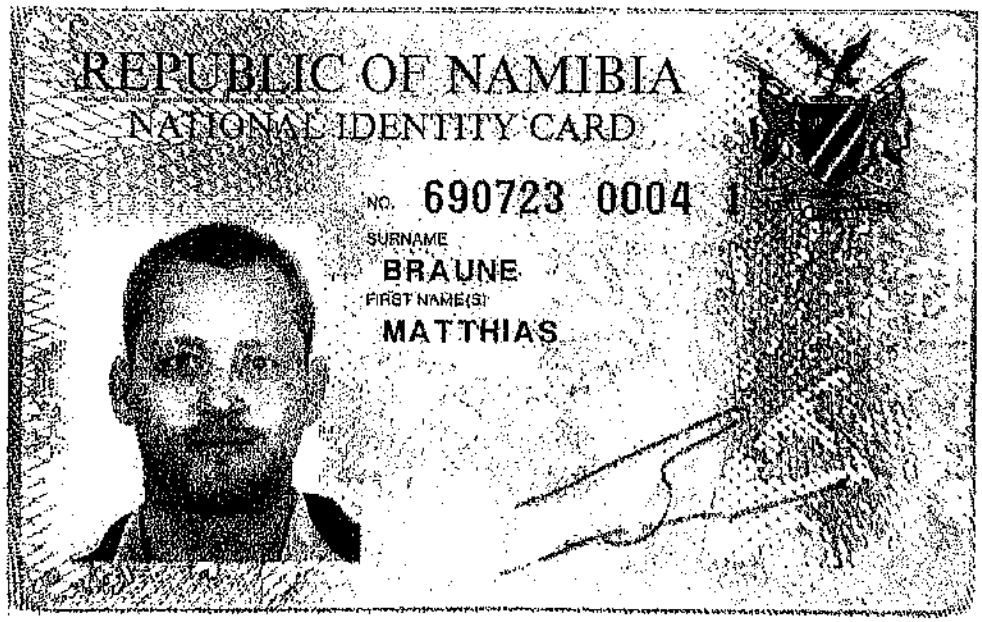
With reference to the above, Bush Bird Asset Rental CC (Bush Bird) herewith consents to the transfer of the hangar to Copper Investments Pty (Ltd).

Due to Covid-19, Bush Bird had no income for from March 2020. The aviation business is foreseen to take longer to recover.

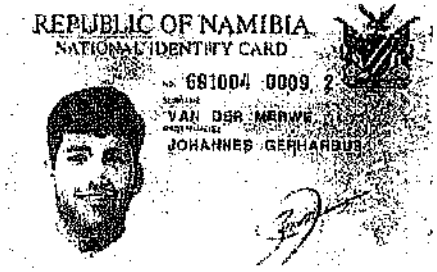
The liquidation of assets has become necessary in an attempt to survive, hence the sale of Hangar 10 and the request and consent for permission to transfer the said hangar to Copper Investments Pty (Ltd).

Kindly consider the above. The necessary application is attached for your kind consideration.

Bush Bird

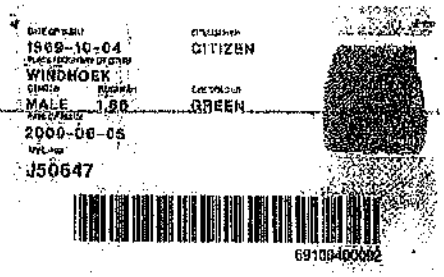

REPUBLIC OF NAMIBIA
NATIONAL IDENTITY CARD
NO. 690723 0004 1
SURNAME
BRAUNE
FIRST NAME(S)
MATTHIAS


DATE OF BIRTH
1969-07-23
PLACE/COUNTRY OF BIRTH
GERMANY
GENDER
MALE
HEIGHT(m)
1,90
DATE OF ISSUE
2003-04-04
APPL. NO.
J16565
CITIZENSHIP
CITIZEN
EYE COLOUR
BLUE
6907230004


REPUBLIC OF NAMIBIA
NATIONAL IDENTITY CARD
No 681004 0009 2
VAN DER MERWE
JOHANNES GERHARDUS

CERTIFIED A TRUE AND CORRECT
COPY OF THE ORIGINAL DOCUMENT
DATE 29/03/2021
SIGN Swakopmund

SUSANNATHA WAGNER
COMMISSIONER OF OATHS
LEGAL PRACTITIONER: DEEDS & CONVEYANCER
Office 1, First Floor, Sil House
Cnr. Moltke Str. & Schweizer Str
PO Box 11
Swakopmund, Namibia


DATE OF BIRTH 1969-10-04
CITIZEN
PLACE OF BIRTH WINDHOEK
SEX MALE
HEIGHT 1.86
EYE COLOUR GREEN
DATE OF ISSUE 2000-06-05
J50647
69100400092

BO080-Current Account Details

Owner | Ent | Acct | O/T | Meter | Age A | Sum | CR

Account Number:	04400010122	TENANT	BUSH BIRD ASSET
Term-D:		Stand:	001 001 00000000 00000
Clearance Appl.Date:		Addr:	0 SUNDRY ACCOUNTS
Clear Cert.Print:	N	Post.Add:	P O BOX 1606
Sect-Title:			SWAKOPMUND
Clear.Dates from:			
to:			9000
ID:		Cmplx:	
Total H/O:		Coll:	
Deb Tp:	33 - RENTAL HANG		

202103 PENDING / UNALLOCATED Receipts 0.00

Options	Tran Date	Description	Reference	Srch	Debit	C
Option	20210217	BALANCE B/F			39070.05	
Option	20210318	RENTAL HANG		SUHAN2	2249.28	
Option	20210318	SU FIRE BRI		SUFBS1	2.00	
Option	20210318	SU CLEANING		SUCLEA	16.00	
Option		TOTAL			41674.72	
Option			CURRENT	BAL:	41674.72	
Option		CASH UNTIL-	20210331			
Option						
Option						
Option						

COPPER INVESTMENTS (PTY) LTD
REG NO: 2007/0579
P O BOX [illegible]
WINDHOEK
[illegible]
[illegible]
[illegible]

The CEO

The Municipality of Swakopmund

By Hand/Mail

APPLICATION TO TRANSFER AUTOMATICALLY ENTER INTO A NEW LEASE AGREEMENT IN RESPECT OF HANGAR 10

With reference to the above, the agreement attached as annexure "A" application is herewith made to Council for the following:

1. The transfer of the lease agreement to Copper Investments Pty (Ltd);
2. Entering into a new lease agreement in respect of Hangar 10 with Copper Investments Pty (Ltd). The terms and conditions substantially similar to the previous lease agreement.

Considering the Covid pandemic, further application is made for a reduction in the rental amount. It is submitted that Covid has caused the world economy to be reduced and a reconfiguration is inevitable. Consequently, your kind consideration for the reduction of the rental amount is requested.

In summary:

Application for:

1. Consent to cession of the lease agreement, alternatively entering into a new lease agreement with Copper Investments Pty (Ltd); and
2. Reduction of rental in respect of Hangar 10.

In Support for the application the fo[illegible]

1. Copy of the memorandum of understanding between the parties;
2. Copy of the lease agreement, Hangar 10;
3. Certificate to Commence Business, Copper Investments Pty (Ltd);
4. Tax Registration Certificate;
5. Municipality account, Copper Investments Pty (Ltd);
6. Letter from Bush Bird Asset rental CC;

Kindly consider and revert at your earliest convenience.

M Braune

Memorandum of understanding

Between

Bush Bird Asset CC (Bush Bird)

And

Copper Investments (Pty) Ltd

WHEREAS:

A. Bush Bird holds rights in terms of a lease agreement with the Municipality of Swakopmund in hanger number 10 at the Swakopmund airport. The lease agreement is attached as annexure "A";
B. The improvements on the leasehold is the property of Bush Bird;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Bush Bird sells the improvements and their right, title and interest in the lease agreement to Hanger 10 for an amount of N$ 900 000-00 (NINE HUNDRED THOUSAND NAMIBIAN DOLLARS).
2. The purchase consideration is payable within 7 days from approval by Council of the Municipality of Swakopmund.
3. The method to transfer the right, title and interest in the lease agreement shall be by signing a cession, the cession agreement is attached hereto as annexure "B".
4. This agreement grants the right to the Purchaser to apply to the Municipality of Swakopmund for consent to transfer the lease agreement to the Purchaser.
5. This agreement is subject to a suspensive condition that the Municipality of Swakopmund approves and consent to entering into a new lease agreement with the Purchaser by not later than 30 April 2021.

6. The purchaser shall submit an application by not later than 25 March 2021. The applications shall be substantially in accordance with annexure "C" hereto.
7. If any part of this Agreement is found to be invalid or unenforceable, it shall be severed from the remainder of this Agreement, which shall remain valid and enforceable.
8. Failure or delay by either Party in exercising any right will not constitute a waiver of that right.
9. No waiver of any of right under this Agreement will be binding unless it is in Writing and signed by the Party waiving the right.
10. No amendment of this Agreement shall be valid unless recorded in Writing and signed by the Parties.

SIGNED at Swakopmund **on** 18th March **20**21

Witnesses:

1 .....

2 .....
(*signatures of witnesses*)

.....
(signature for and on behalf of Bush Bird Asset rental CC

who warrants that s/he is duly authorised)

.....
Capacity of signatory

SIGNED at ..... **on** ..... / ..... / ..... **20**.....

Witnesses:

1 .....

2 .....
(*signatures of witnesses*)

.....
(signature for and on behalf of COPPER INVESTMENTS PTY LTD who warrants that s/he is duly authorised)

.....

ANNEXURE "B"

CESSION

By

Bush Bird Asset Rental
Herein duly represented by JG Van der Merwe
(hereinafter collectively referred to as "the cedent")

to

Copper Investments (Pty) Ltd
Herein duly represented by M Braune

(hereinafter referred collectively to as "the cessionary")

The cedent hereby cede to the cessionary all their right, title and interest and to all their claims of whatsoever nature in the lease agreement in respect of Hanger 10 attached to the agreement as annexure "A" with effect from the day after the payment date.

THUS DONE and SIGNED by the **SELLER** at Swakopmund on this the 18th day of March 2021 in the presence of the undersigned witnesses:-

AS WITNESSES:

1. _____

2. _____

_____
Bush Bird Asset Rental
Herein duly represented by JG Van der Merwe

THUS DONE and SIGNED by the **PURCHASER** at Windhoek on this the 18th day of March 2021 in the presence of the undersigned witnesses:-

AS WITNESSES:

1. _____

2. _____

_____
Copper Investments (Pty) Ltd
Herein duly represented by M Braune

11.1.9 **EXPANSION OF BUSINESS ACTIVITIES AT THE FRESH PRODUCE & WOOD MARKET: DANIEL KAMHO AVENUE**
(C/M 2021/04/29 - 14/1/3/1)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **7.13** page **203** refers.

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

Introduction

The Management Committee on **11 February 2021**, under item 7.15 resolved:

That this item be referred back and be summited to the next Management Committee meeting.

This item is resubmitted for Council's approval to expand the business activities at Daniel Kamho Fresh Produce and Wood market site to include a flea/Saturday markets over weekends throughout the year.

Background

Council approved the selling of fresh produce along Daniel Kamho Avenue for the 1st time during **December 2000** to **January 2001**.

Council at its meeting of 27 November 2003 under item 11.1.22 revised the conditions applicable to the leasing of stalls at the fresh produce market site and resolved:

(a) That the rental per stand for the period 15 December 2003 to 15 January 2004, be set at N$730.00.

(b) That the rent be payable in advance on or before the day that the stall is erected.

(c) That the Town Health Officer provides two chemical toilets at the hawkers site at the Hentiesbay Road, the costs to be defrayed from Vote 3010 102 095 00, (Implement and Labour charges) where sufficient funds are available.

(d) That the Town Health Officer registers all applicants on a temporary basis until 15 January 2004.

After reviewing the above, Council, on **24 November 2009** under item 11.1.9 lowered the rental rate and a refundable deposit was made applicable to be used for the water consumption of hawkers. It was therefore resolved:

(a) That the current rental tariff for the ten fresh produce market stalls next to Daniël Kamho Avenue be reduced from N$1 352.00 per month (15% VAT included) to N$857.55 per month (15% VAT included), subject to registration at the Health Services Department.

(b) That a refundable deposit of N$150.00 be paid from which the water consumption for the lease period divided by the number of occupied stalls be deducted.

(c) That the vacant market stalls be advertised for occupation and be allocated by the Senior Management Team, where after future allocations be done on a first come first served basis.

The site is currently being utilized by vendors for the purpose of selling fresh produce and wood during the festive season (December - January). For the past four years, the site has been demarcated to accommodate a total of six stalls (i.e. 3 for wood/charcoal and 3 for fresh produces).

The site is strategically located on a busy road, offering sufficient public parking and it can be a hive of economic activities if properly utilized. The area has recently been upgraded by paving it for ease of demarcation and accommodation of more products suitable for flea market.

The fresh produce and wood vendors are currently leasing the stalls as per the following gazetted 2020/2021 tariffs:

(i) Site rent per month is N$943.00 (VAT exc)
(ii) Toilet rental for the site N$302.00
(iii) Water Usage for the site N$165.00
(iv) Waste removal charge for the site N$316.00

The total rental fee per tenant is thus N$1 726.00. Currently there have been 6 tenants on site during the festive season. After the festive season the area remains dormant and underutilized.

Discussion

The Local Economic Development office has been inundated with requests from members of the public as well as local SMEs seeking permission to host a number of business activities at Daniel Kamho Hawkers site. Business activities that local Entrepreneurs are proposing includes hosting flea markets on Saturdays/ weekend, selling charcoal & wood throughout the year as opposed to current limitation to only festive season as well as braaing on Fridays to mention but few.

The rise in the demand for Daniel Kamho market site comes against the backdrop of COVID-19 Pandemic which has devastating effects on many local businesses. Availing Daniel Kamho site to members of public and local SMEs throughout the year could be a window of opportunity that can stimulate business activities and create a new income stream for members of the public and the local SMEs.

The deliberation of the Management Committee on **11 February 2021** highlighted the issue of ablution facilities at the area. It was proposed that the Economic Development Services Department should research on the possibility of acquiring the mobile flush toilet unit as oppose to the current mobile toilets that have been utilized at the site during the festive seasons. The attached quotations have been sourced from two suppliers.

A flush double mobile toilet (see attached picture from Elite Services) cost approximately **N$2 590.00** per day. The current blue mobile toilet facility as provided by the Council costs approximately **N$35.00** per day.

In light of the above, this item is submitted to Council to consider the approval of leasing the Daniel Kamho site to members of the public and SMEs for the purpose hosting flea market, selling wood and charcoal as well as braaing during weekends thought the year.

Proposal

It has been considered that there are locally established businesses in fresh produce such as Food lover's market, which has made significant impact on employment creation; hence it is proposed that the sale for Fresh produces at this site remains limited to the festive season (i.e. December - January) and for a maximum of three stalls.

It is also proposed that the sale for wood/ charcoal should be permitted throughout the year but still limited to maximum of 4 stalls taking into consideration reasonable competition. It is further proposed that the flea/Saturday market should only accommodate products such as antique, electronics & home appliances, vintage & pre-fabricated, handmade & homemade goods, plants/manure, organic products etc. Braai on site will not be permitted until a permanent ablution facility is constructed.

Proposed rental fee

The rental fees per stall should be based on the Lease of Municipal Land (Public Open Spaces as gazetted)

For area of 16m^2 or less (VAT Excluded)

(i)	*Daily*	-	*N$ 201.00*
(ii)	*Weekends*	-	*N$ 268.00*
(iii)	*Weekly*	-	*N$ 337.00*
(iv)	*Monthly*	-	*N$ 1 009.00*

For area between 16m^2 and 20m^2 (VAT Excluded)

(i)	*Daily*	-	*N$ 268.00*
(ii)	*Weekends*	-	*N$ 337.00*
(iii)	*Weekly*	-	*N$ 404.00*
(iv)	*Monthly*	-	*N$ 1 614.00*

The rental fees for a flea/Saturday market should be determined based on the numbers of stalls and the size required. All tenants should apply for temporary water meter (if necessary), and pay for waste removal and mobile toilet facilities. The rental fees for fruits & veggies as well as wood/charcoal stalls will remain **N$1 726.00** per month and daily fees should be as per the gazetted Municipal Land (Public Open Spaces).

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

RECOMMENDED:

(a) That Council approves the leasing of Daniel Kamho Hawkers site to members of public and local SMEs throughout the year for the purpose of hosting flea markets, selling charcoal and wood.

(b) That Engineering and Planning Services Department be responsible for demarcation of the area.

(c) That the sale for fresh produce remains limited to the festive seasons (December & January) and a maximum of 3 stalls.

(d) That the rental fees for the site be based on the Lease for Municipal Land ("*Public Open Space*" as gazetted):

For area of 16m² or less (VAT Excluded)

(i)	*Daily*	-	*N$ 201.00*
(ii)	*Weekends*	-	*N$ 268.00*
(iii)	*Weekly*	-	*N$ 337.00*
(iv)	*Monthly*	-	*N$ 1009.00*

For area between 16m² and 20m² (VAT Excluded)

(i)	*Daily*	-	*N$ 268.00*
(ii)	*Weekends*	-	*N$ 337.00*
(iii)	*Weekly*	-	*N$ 404.00*
(iv)	*Monthly*	-	*N$ 1 614.00*

(e) That the rental fees for fresh produce and wood/charcoal stalls remain as per the gazetted tariffs (i.e. N$1 726.00 per month) and limited to only 4 stalls.

(f) That the Flea/Saturday market be approved for products such as antique, electronics & home appliance, vintage & pre-fabricated, handmade good, plants/manure, organic products etc.

(g) That the lease for the area be on a first come first serve basis, but that hawkers only be permitted to use the area for up to 3 months in order to provide opportunity and variety.

(h) That the Economic Development Services plan for temporary ablution facilities and electricity at the site.

ELITE SERVICES

QUOTE

NUMBER:	QUO0000125
REFERENCE:	
DATE:	19/03/2021
DUE DATE:	31/03/2021
SALES REP:	
OVERALL DISCOUNT %:	0.00%
PAGE:	1/1

FROM
ELITE SERVICES

VAT NO:

POSTAL ADDRESS:
P.O. Box 4755
Vineta
Swakopmund
Namibia
130013

PHYSICAL ADDRESS:
Unit 7 Airport Industrial Park
Swakopmund
Namibia

TO
MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:

PHYSICAL ADDRESS:

Description	*Quantity*	*Unit Price*	*Disc %*	*VAT %*	*Excl. Total*	*Incl. Total*
006 - Double Trailer Unit Events DAILY	**1.00**	N$ 1,690.00	0.00%	0.00%	N$ 1,690.00	**N$ 1,690.00**
007 - Service of Double trailer unit	**1.00**	N$ 400.00	0.00%	0.00%	N$ 400.00	**N$ 400.00**
008 - Delivery and Collection of trailer unit	**1.00**	N$ 500.00	0.00%	0.00%	N$ 500.00	**N$ 500.00**

Scorpio Events
FNB - Business Account - Walvis Bay
Account Number: 62270653366
Branch Code: 282172

Total Discount:	**N$ 0.00**
Total Exclusive:	**N$ 2,590.00**
Total VAT:	**N$ 0.00**
Sub Total:	**N$ 2,590.00**
Grand Total:	**N$ 2,590.00**

BALANCE DUE

N$ 2,590.00

QUOTE

NUMBER:	QUO0000124
REFERENCE:	
DATE:	19/03/2021
DUE DATE:	31/03/2021
SALES REP:	
OVERALL DISCOUNT %:	0.00%
PAGE:	1/1

FROM
ELITE SERVICES

VAT NO:

POSTAL ADDRESS:
P.O. Box 4755
Vineta
Swakopmund
Namibia
130013

PHYSICAL ADDRESS:
Unit 7 Airport Industrial Park
Swakopmund
Namibia

TO
MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:

PHYSICAL ADDRESS:

Description	*Quantity*	*Unit Price*	*Disc %*	*VAT %*	*Excl. Total*	*Incl. Total*
006 - Double unit on a monthly basis.	1.00	N$ 4,100.00	0.00%	0.00%	N$ 4,100.00	N$ 4,100.00
007 - Service of Double trailer unit 3 times a week	13.00	N$ 400.00	0.00%	0.00%	N$ 5,200.00	N$ 5,200.00
008 - Delivery and Collection of trailer unit	1.00	N$ 500.00	0.00%	0.00%	N$ 500.00	N$ 500.00

Scorpio Events
FNB - Business Account - Walvis Bay
Account Number: 62270653366
Branch Code: 282172

Total Discount:	N$ 0.00
Total Exclusive:	N$ 9,800.00
Total VAT:	N$ 0.00
Sub Total:	N$ 9,800.00
Grand Total:	N$ 9,800.00

BALANCE DUE

N$ 9,800.00

Mobile Toilet Unit by Elite Services

Dignity begins with quality sanitation

QUOTE

NUMBER:	QUO0000742
REFERENCE:	RAUNA HIRE PORTABLE TOILET UNIT
DATE:	10/03/2021
DUE DATE:	31/03/2021
SALES REP:	MARILI CRONJE
OVERALL DISCOUNT %:	0.00%
PAGE:	1/1

FROM

COASTAL INDUSTRO SANITATION SERVICE CC

VAT NO: 6773310-01-5

POSTAL ADDRESS:
P.O.Box 8376
Swakopmund
Namibia
Tel nr: 064 401185 / Fax Nr: 064 401186

PHYSICAL ADDRESS:
19 Hidipo Hamutenya Avenue
Industrial Area
Swakopmund

TO

MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:
P.O.Box 53
Swakopmund
Namibia

PHYSICAL ADDRESS:
C/O Daniel Kahmo & Rakotoka
Health Services
064 410 1500

Market behind the dome

Description	Quantity	Excl. Price	Disc %	VAT %	Excl. Total	Incl. Total
Flush Unit - Hire per Flush Unit *Hire Normal Flush Unit per month*	1	N$ 800.00	0.00%	15.00%	N$ 800.00	**N$ 920.00**
Service Charges - Service Charges *Services x1 Daily Mondays - Friday* *Services includes x1 toilet roll,water refill,general clean,disinfection and sufficient chemicals.*	22	N$ 121.50	0.00%	15.00%	N$ 2,673.00	**N$ 3,073.95**
Service Charges - Service Charges *Extra Services Saturday - Sunday* *Services includes x1 toilet roll,water refill,general clean,disinfection and sufficient chemicals.*	8	N$ 172.45	0.00%	15.00%	N$ 1,379.60	**N$ 1,586.54**
Delivery and Collection - Delivery and Collection *Once off fee only the 1st month.*	1	N$ 200.00	0.00%	15.00%	N$ 200.00	**N$ 230.00**

Nedbank Namibia LTD
Current Account
Account Number: 11990236528
Branch Code:461072 Walvis bay Branch
info@industrocleannam.com
*Terms and Conditions apply

Total Discount:	**N$ 0.00**
Total Exclusive:	**N$ 5,052.60**
Total VAT:	**N$ 757.89**
Sub Total:	**N$ 5,810.49**
Total Rounding:	**N$ 0.01**

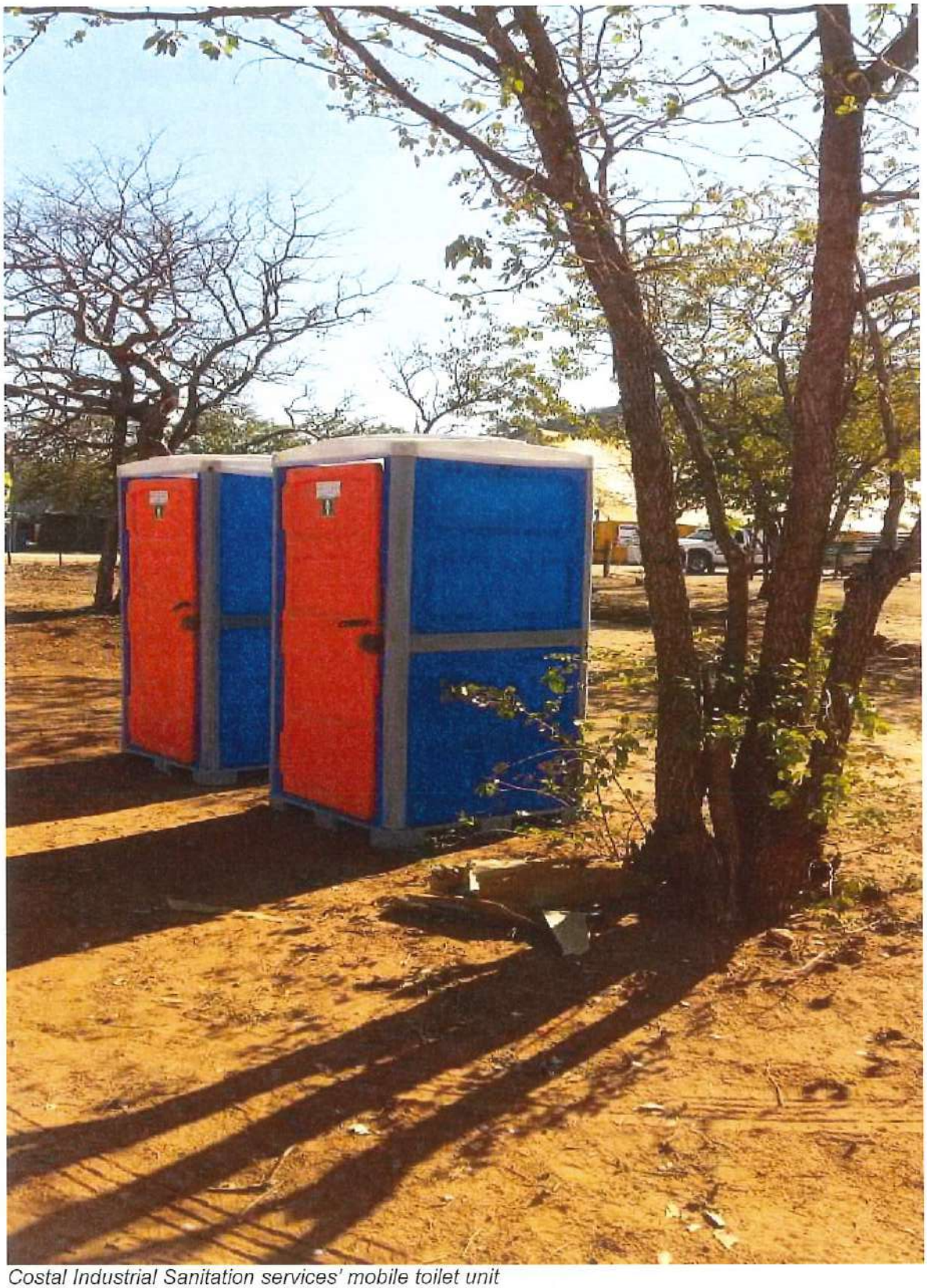
Quotation accepted: Please sign, 50% Deposit with booking confirmation and then last 50 % before delivery payable.

Date: Name: Sign:

Grand Total: **N$ 5,810.50**

BALANCE DUE

N$ 5,810.50



Costal Industrial Sanitation services' mobile toilet unit

11.1.10 **CANCELLATION OF SALE TO MESSRS NAMUPALA FAMILY ENTERPRISE IN MONDESA: ERF 3402, EXTENSION 8, MONDESA**
(C/M 2021/04/29 - M 4302)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **7.16** page **219** refers.

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

1. Introduction

This submission is to report to Council on the progress of the sale of Erf 3402, Extension 8, Mondesa and the cancellation of the transaction.

Erf 3402 (Extension 8), Mondesa, is zoned "general business" and measures 775m² in extent. The price of the erf was N$79 050.00 (775m² x N$102.00/m² = N$79 050.00) **Annexure "A"**.

2. Background

Council on **29 January 2009** under item 11.1.10 passed a resolution as follows:

(a) That Council confirms that the business erven in the PDA will be sold by calling for developmental proposals when the erven are ready for sale.

(b) That Council limits the type of business activity to be approved on the business erven considering their proximity to schools and public open spaces.

(c) That the invitation for developmental proposals clearly states that preference be given to Small and Medium Enterprises and that no shebeens, places of amusement or liquor stores will be considered.

In execution of above decision development proposals were invited under notice 11/2011 from the general public for the allocation of Erf 3402 (Ext 8) Mondesa among others.

On **25 October 2012** Council resolved under item 11.1.3 as follows:

(a) That the following business erven be alienated to the following companies at a purchase price of N$102.00/m²:

Applicant	*Erf*
Messrs The Namupala Family Enterprise	*Erf 3402 measuring 775m²*
Messrs Petrus Hangula	*Erf 3738 measuring 898m²*
Messrs Lukas Shilongo	*Erf 3739 measuring 918m²*
Messrs Ismael Abraham	*Erf 3736 measuring 918m²*
Messrs Sam Halupe	*Erf 3737 measuring 896m²*
Messrs Omakango Trading CC	*Erf 3399 measuring 773m²*

(b) That the applicants take note of the following conditions, which will be applicable transaction:

1. APPLICATION

(i) That the applicant shall submit written proof from a financial institution that a account exists specifically to finance this project.

(ii) That the detailed development proposal document be attached to the Deed of Sale and will therefore be enforceable to comply with.

2. IN PRINCIPLE APPROVAL BY COUNCIL

(i) That the applicant takes note that no rights will accrue to him / her unless all the conditions are complied with in full and all the relevant authorities have given the necessary permission, if applicable.

(ii) That a deposit of N$50 000.00 (to be increased or decreased in the discretion of Council) be required of the applicant to cover all fees and costs to Council, prior to attending to the statutory processes.

(iii) That should a balance remain after Council's costs have been covered, it will be refunded to the applicant.

(iv) That the successful applicant shall be required to pay the above deposit within 90 days from the Council resolution approving the purchase price, failing which the Council resolution will automatically be revoked.

3. AGREEMENT OF SALE AND TRANSFER

(i) That the agreement of sale be concluded and signed within 12 months after the Council resolution approving the allocation is received by the applicant, failing which the resolution will lapse.

(ii) That the agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser / developer within 21 days of being requested to do so.

(iii) That all costs relating to the transfer of this erf, (including but not limited to transfer duty, conveyancer's costs, compilation of Agreement of Sale, as well as any legal or other costs that may arise from this application), be for the applicant's account.

4. PAYMENT OF PURCHASE PRICE AND VAT

That the purchase price and 15% VAT to be secured by means of a bank guarantee payable on date of transfer.

5. GENERAL

(i) That the whole project (per detailed development plan) must be completed within 48 months from date of sale and if no development is made in terms of the conditions of the agreement of sale the property shall revert to Council without any compensation to the purchaser.

(ii) That the applicant is not permitted to cede, assign or alienate their right or interest in the property or alienate the property to a 3rd party in any way before all the relevant conditions contained in the agreement of sale are fulfilled.

(iii) That the applicant takes note that Council does not reserve land and should the transaction not be concluded within the one-year period from closing date for objections / ministerial approval in the case of objections received, the transaction be cancelled without the need for Council to inform the applicant.

The Namupala Family Enterprise was requested to submit documents such as the proof of the deposit payment and the proof for the financing of the project as per the decision above in point (b) (1) (i) and (ii).

The submission was done by Economic Development Services Department in 2012 and the Property Section became aware of the situation when the SWAPO Party applied to purchase the erf in 2020.

The file kept at archives was empty and had to be reconstructed. The Namupala Family Enterprise was contacted telephonically in September 2020 and was requested to inform Council of their intentions. They submitted a letter dated 28 September 2020 **Annexure "B"** in which they Council that they still wish to proceed.

However they submitted a second letter dated 15 March 2021 **Annexure "C"** that explains that they can't proceed with the transaction.

3. Discussion

Messrs Swapo Party was informed by letter dated **13 October 2020 Annexure"D"** of the allocation to the Namupala family and that the erf is not available. The erf is zoned "*General Business*"; in terms of Council's Property Policy erven sold to political parties must be zoned "*Office*".

Since the transaction for Erf 3402, Mondesa to The Namupala Family Enterprise is cancelled, Council needs to decide on the future of the erf.

4. Proposal

That Council informs Messrs Swapo Party that the erf will be sold by closed bid sale at the date and an upset price to be determined.

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

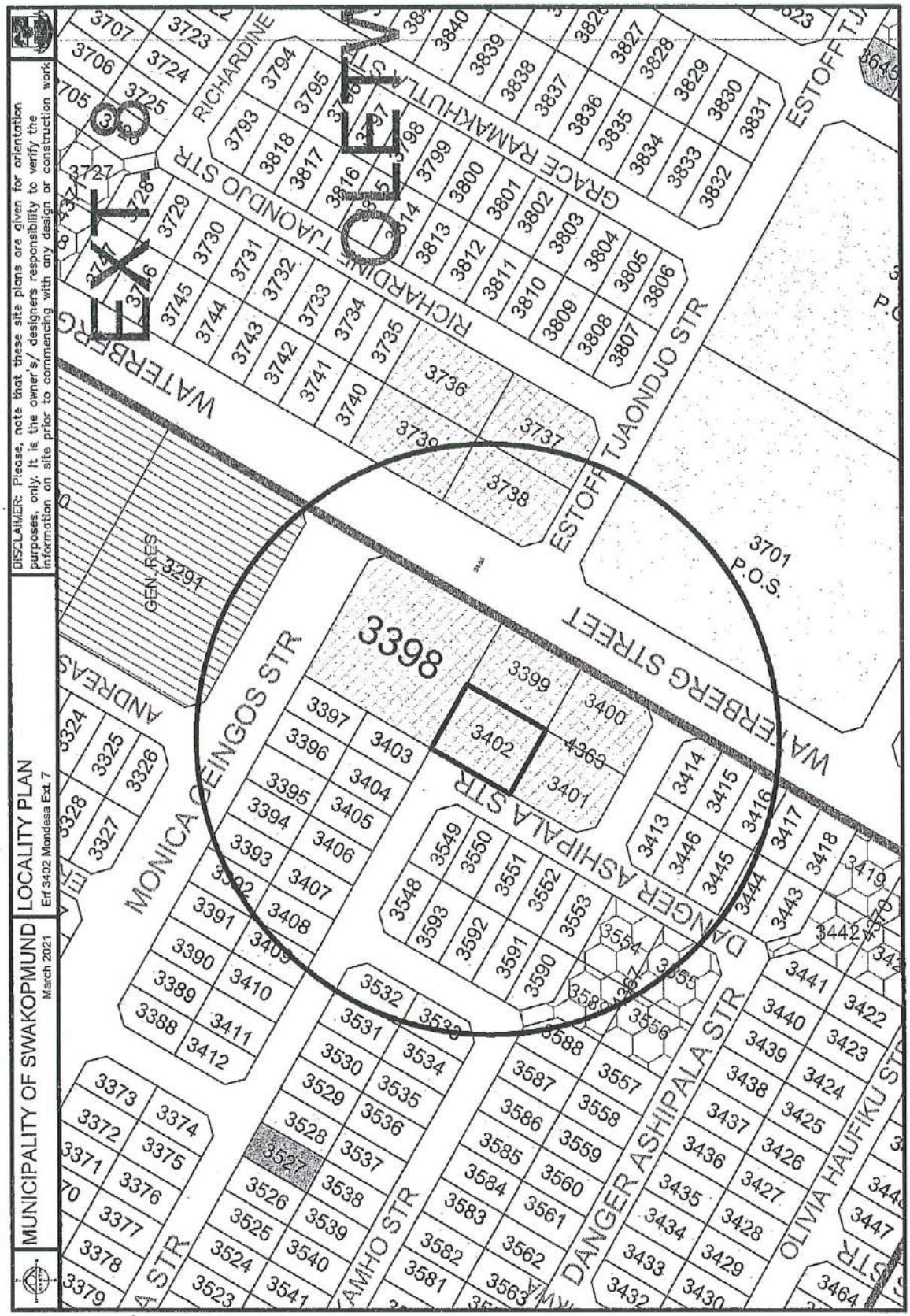
RECOMMENDED:

(a) That Council takes note of the letter of the cancellation of the purchase of Erf 3402, Extension 8, Mondesa at PDA.

(b) That The Swapo Party be informed that the erf is not available for sale by private treaty.

(c) That Erf 3402, Extension 8, Mondesa be offered for sale together with the available erven in Extension 10, Mondesa by closed bid sale on a date to be determined.

ANNEXURE "A"


MUNICIPALITY OF SWAKOPMUND
March 2021
LOCALITY PLAN
Erf 3402 Mondesa Ext. 7
DISCLAIMER: Please, note that these site plans are given for orientation purposes, only. It is the owner's/ designers responsibility to verify the information on site prior to commencing with any design or construction work
EXCO
RICHARDINE
GRACE RAMAKHUTLA STR
RICHARDINE TJAONDJO STR
ESTOFF TJAONDJO STR
WATERBERG STREET
ANDREAS
MONICA OEINGOS STR
DANGER ASHIPALA STR
OLIVIA HAUFIKU STR
AMHO STR
GEN. RES.
3291
3398
3399
3400
4363
3401
3402
3701
P.O.S.
3736
3737
3738
3739

ANNEXURE "B"

19.03.02.3402

M 3402

4

Municipality of Swakopmund
P. O. Box 53
SWAKOPMUND

28 September 2020

MUNICIPALITY
2020 -09- 29
SWAKOPMUND

To whom it may concern

Dear Sir/Madam

RE: Namupala Enterprise erf 3402

I have been delayed in reverting back to you as there were delays with the Ministry of Veterans Affairs.

With the current socioeconomic situations there are delays with the Ministry of Veterans Affairs with project roll out. However I wish to take initiative and get the process going where I am able to. With my current unemployed status I believe this will be a great avenue to start a small business that can support my family and I in the long run.

This is my formal written confirmation that I am still highly interested in the erf 3402 for the purpose of business development.

Kindly advice how I can move forward now with my expression of interest and additionally please advise me on any additional information or materials you might need.

Kind Regards,

Nandi Alina Namupala

N.A.Namupala

0812212119

ANNEXURE "C"

19·03·02.3402
M 3402

Municipality of Swakopmund

P. O. Box 53

SWAKOPMUND

RECORDS & ARCHIVES
17 MAR 2021
MUNICIPALITY OF SWAKOPMUND

15th March 2021

Dear Sir/Madam

RE: NAMUPALA ENTERPRISE ERF 3402

We hereby regretfully wish to inform you that we no longer wish to proceed with the purchase of erf 3402 under Namupala enterprise. Due to the pro long pandemic situation job security has been fluctuating and this has led to a very unstable economic situation.

It is with this in mind that we sadly need to advice that we are unable to develop or invest in the aforementioned erf due to financial constraints.

I extend my heartfelt thank you to you and your team for your support during this process.

Kind regards,

A Namupala
0812212119

ANNEXURE "D"

MUNICIPALITY OF SWAKOPMUND

(064) 4104216
088 614 514
53 Swakopmund
NAMIBIA
www.swkmun.com.na
auushona@swkmun.com.na

M 4363 & M 3402

Enquiries: Ms A Uushona

13 October 2020

SWAPO Party
P O Box 1099
SWAKOPMUND

Attention: Ms RN Andreas - Noabes 081 268 8282

Dear Madam

APPLICATION TO PURCHASE ERF 4363 OR 3402, MONDESA

The above refers,

Subsequent to your letter dated **22 January 2020**, Council's records were scrutinised and found that erven in question were allocated as follows:

Erf	*Comment*
4363, Mondesa	*To Government for Mondesa Community Clinic*
3402, Mondesa	*The Namupala Family Enterprises (allocation was not finalised)*

These erven are therefore not available for sale.

Should you have any further enquiries, please do not hesitate to contact Ms A Uushona at ☎ 064-4104216.

Yours faithfully

MANAGER CORPORATE SERVICE 2020 -10- 13 MUNICIPALITY OF SWAKOPMUND

Mr MPC Swarts
GM: Corporate Services & HC

/au

11.1.11 **SUBDIVISION OF THE REMAINDER OF ERF 5360 SWAKOPMUND INTO SEVEN (7) PORTIONS AND REMAINDER AND THE SUBSEQUENT REZONING OF PORTIONS 1, 4 AND 5 FROM *"GENERAL BUSINESS" TO "PUBIC OPEN SPACE", "PARKING" AND "PARASTATAL"* RESPECTIVELY**
(C/M 2021/04/29 - 16/1/4/1/6, 19.03.08.5360)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **8.2** page **50** refers.

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

1. **Purpose**

The purpose of this submission is for Council to consider the application for the subdivision of the Remainder of Erf 5360 and the subsequent rezoning of Portions of the Remainder of the Erf from *"General Business"* to *"Public Open Space", "Parking" and "Parastatal"* respectively.

2. **Introduction and Background**

Erf 5360 was initially zoned *"Public Open Space"* as per the Certificate of Registered Title T2251/2011, however, due to the size of the Erf, Council could not develop a functional open space and the Erf has since been vacant. Thereafter, a closure of the Erf as Public Open Space and rezoning to General Business was undertaken and in **April 2014**, the closure was approved by the Ministry of Urban and Rural Development.

In 2019 and 2020, two separate subdivisions of the Erf were undertaken as per attached diagrams in order to alienate sell off one portion to Woerman Brock and lease out the other to Paratus Telecommunication (Pty) Ltd. The Corporate Services and Human Capital Division has been receiving requests from the pubic to sell off portions of the Erf and therefore saw it fit to subdivide the entire Erf for alienation purposes, hence, the proposed subdivision.

3. **Zoning, Locality and Size**

The Remainder Erf 5360, Swakopmund is zoned "General Business" is situated in Swakopmund Extension 15. The Erf measures 30 036m² in extent and currently accommodates an MTC tower. The site is accessed via Kiaat Street.

4. **Advertisement**

The proposed rezoning was advertised on the 16th and **23rd of October 2020** in both the Namib Times and the Namibian. The closing date for objections to the proposal was **6th November 2020**. No objections were received.

5. **Ownership**

The ownership of the Remainder of Erf 5360, Swakopmund vest with the Municipal Council of Swakopmund as per Certificate of Registered Title T2251/2011.

6. **Municipal Services**

Bulk services such as water and sewer are already available; however, the networks will have to be extended in order to cater for the individual portions.

7. **Environmental Impact Assessment**

Section 10.2 (a) of the Environmental Impact Assessment Regulations (Government Notice 29, of 6 February 2012, No 4878) under the listed activity "*Infrastructure*", states that the creation of public roads requires an Environmental Impact Assessment. The proposed subdivision includes the creation of a public road and the Environmental Impact Assessment is already being undertaken.

8. **Proposal**

The Remainder of Erf 5360 is being subdivided into seven (7) Portions and Remainder (street). Most of the Portions are to be kept General Business; however, three (3) Portions and the Remainder are to be rezoned. The proposed subdivision and rezoning of the Reminder Erf 5360, Swakopmund Extension 15 is to be done as per the table below:

Portion Number	*Proposed Approximate Area (m^2)*	*Proposed Zoning*
Portion 1	*3 242*	*Public Open Space*
Portion 2	*2 736*	*General Business*
Portion 3	*2 575*	*General Business*
Portion 4	*2 009*	*Parking*
Portion 5	*584*	*Parastatal*
Portion 6	*4 314*	*General Business*
Portion 7	*5 811*	*General Business*
Remainder Erf 5360	*8 765*	*Street*
TOTAL	***30 036***	

The intention for the subdivision is to have multiple business erven for alienation purposes. In terms of the zoning scheme, parking has to be provided for on-site but provision for a public parking has been made so as to cater for any increase in demand for parking space. Developers would still be required to provide sufficient on-site parking.

9. **Conclusion**

The proposed subdivision and rezoning is in line with the Swakopmund Zoning Planning Scheme and can be supported.

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

RECOMMENDED:

(a) **That the subdivision of the Remainder of Erf 5360, Swakopmund Extension 15 into seven (7) Portions and Remainder be approved.**

(b) **That the rezoning of Portions 1, 4, 5 and Remainder 5360 Swakopmund from General Business to Public Open Space, Parking, Parastatal and Street, respectively, be approved.**

(c) **That the rezoning of Portions 1, 4, 5 and Remainder 5360 Swakopmund from General Business to *Public Open Space, Parking, Parastatal and Street*, respectively, be included in the next Swakopmund Zoning Scheme.**

(d) **That all the parking be provide on-site in line with the Swakopmund Zoning Planning Scheme.**

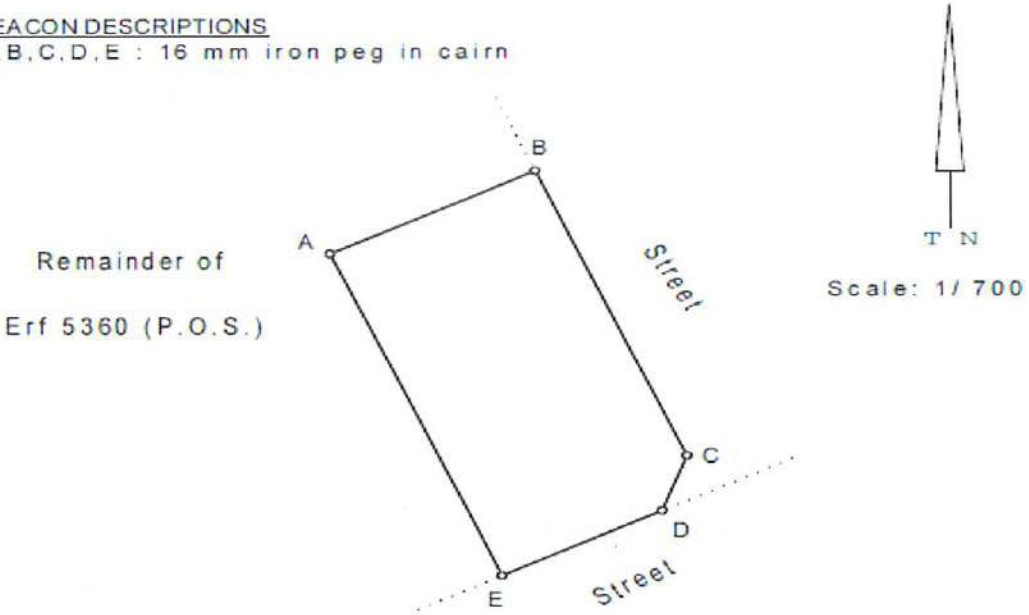
ANNEXURES

Approved **SG No.A** **/2020**

for SURVEYOR-GENERAL SHEET 1 OF 1 SHEETS

SIDES metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: Lo 22/15		X	Designation
			Constants	0,00	0,00	
A B	23,10	243.20.00	A	+47 909,55	+70 218,88	PAR1
B C	38,90	336.57.50	B	+47 888,91	+70 208,52	PAR2
C D	7,33	20.09.30	C	+47 873,68	+70 244,32	BL6-12
D E	18,07	63.20.00	D	+47 876,21	+70 251,20	BL6-11
E A	43,93	156.57.50	E	+47 892,36	+70 259,31	PAR3
Reference Marks						
RM512				+47 873,46	+70 247,60	
RM507				+48 062,64	+70 301,49	

BEACON DESCRIPTIONS
A,B,C,D,E : 16 mm iron peg in cairn



The figure A B C D E represents 1 000 square metres of land being
ERF No. PROPOSED ERF PARATUS(formerly Public Open Space),
a Portion of Erf 5360(Public Open Space),
Swakopmund Extension 15

Situate in the Municipality of Swakopmund
Registration Division G
Erongo Region, Namibia

Surveyed in May 2020 by me

CG Pieterse
Professional Land Surveyor
Registration Number: PLS 025

This Diagram is annexed to No. d.d. Registrar of Deeds	The original diagram is S.G. No. Transfer No. Dated:	File: S.R. No.: G.P.No. Noting Sheet:

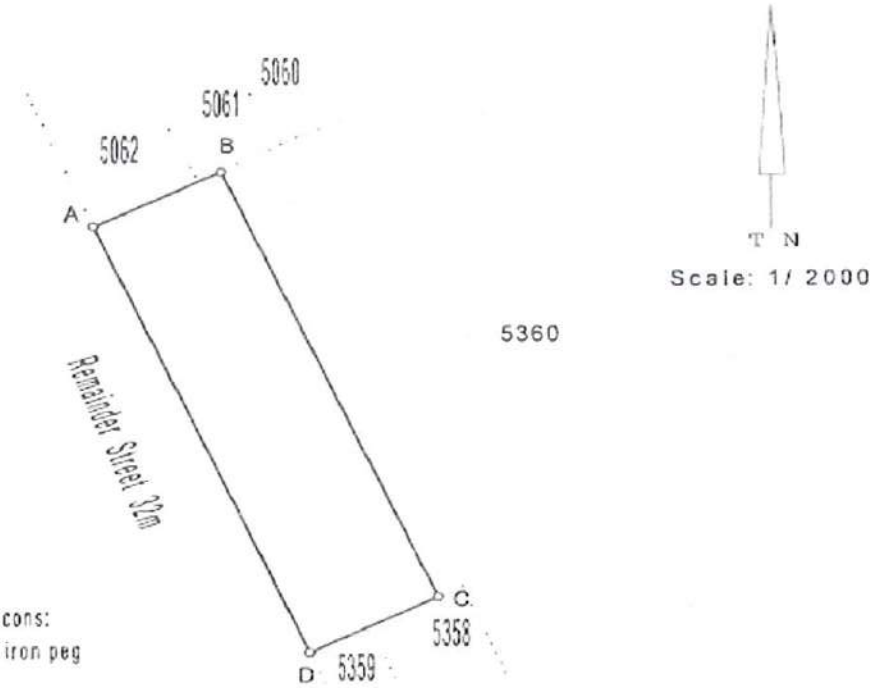
Approved 23 APR 2019

for SURVEYOR-GENERAL

SG No.A 217/2019

SHEET 1 OF 1 SHEETS

SIDES metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: Lo 22/15		X	Designation
			Constants	0,00	0,00	
A B	42,77	243.19.50	A	+48 128,35	+70 154,47	BL6-14
B C	163,90	336.59.20	B	+48 090,13	+70 135,27	wb1
C D	42,78	63.03.40	C	+48 026,07	+70 286,13	wb2
D A	164,10	156.59.20	D	+48 064,21	+70 305,52	BL6-15
Reference marks						
RM512			⊕	+47 873,46	+70 247,60	
RM507			⊕	+48 062,64	+70 301,49	



Description of Beacons:
A-D..... 15mm iron peg

The figure A B C D represents 7 000 square metres of land being

ERF No. 10034(formerly Public Open Space), Swakopmund Extension 15

Situate in the Municipality of Swakopmund
Registration Division G
Erongo Region, Namibia

Surveyed in December 2019

CG Pieterse
Professional Land Surveyor
by me Registration Number: PLS 025

This Diagram is annexed to No. d.d. Registrar of Deeds	The original diagram is S.G. No. A386/2010 Transfer No. KW-PlanDeedNo Dated	File:SW.-A15 S.R. No.:E59/2019 G.P.No.G158 Noting Sheet:MD-6CA/V2

29 APR 2011

CERTIFICATE OF REGISTERED TITLE

T 2251 / 2011

Conradie & Damaseb
Legal Practitioners & Conveyancers
P.O. Box 2607
Windhoek, Namibia
Tel: (061) 224415

Prepared by me:

Conveyancer
VAN DEN BERG L T

BC 2174 /2011

306 Erongo
Mainburg 5037 - 5359 4 public
open space number 1 of 53 to - 5362
and remainder R 3861
2009 0
02 - 02 - 20
Swakopmund Municipal Council
18 MAY 2011

TRANSFERRED TO Namibia Post- and Telecom
Helelwa Limited
NO. T ..... Remainder
Deeds Office,
Windhoek
Registrar of Deeds

CERTIFICATE OF REGISTERED TITLE T 2251 / 2011

(Issued under section 43 of the Deeds Registries Act, 1937, (Act 47 of 1937)

WHEREAS THE MUNICIPAL COUNCIL OF SWAKOPMUND

has applied for the issue to them for a Certificate of Registered Title under Section 43 of the Deeds Registries Act, 1937, in respect of the undermentioned land, being a portion of the land registered in their name held

Now, therefore, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at WINDHOEK do hereby certify that the said

MUNICIPAL COUNCIL OF SWAKOPMUND

Its, Successors-in-Title or Assigns, is the registered owner of

2.

CERTAIN	**PORTION 93 (A PORTION OF PORTION 8) OF SWAKOPMUND TOWN AND TOWNLANDS NO 41**
SITUATE	**IN THE MUNICIPALITY OF SWAKOPMUND**
	REGISTRATION- DIVISION "G" ERONGO REGION
MEASURING	**39,4457 (THREE NINE COMMA FOUR FOUR FIVE SEVEN) HECTARES AS WILL APPEAR FROM DIAGRAM S.G NO A 375/2010 BEING PORTION OF LAND HELD BY THE MUNICIPAL COUNCIL OF SWAKOPMUND UNDER GOVERNMENT GRANT NO 25/1935 DATED 5 NOVEMBER 1935**
SUBJECT	**TO THE FOLLOWING CONDITIONS**

IN FAVOUR OF THE LOCAL AUTHORITY

The land may only be used for purposes permissible in terms of the Town Planning Scheme of Swakopmund, which has been compiled in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended, and may therefore be used only subject to the conditions laid down in, and in pursuance of the above-mentioned Town Planning Scheme.

AND that by virtue of these presents the said

MUNICIPAL COUNCIL OF SWAKOPMUND

Its Successors-in-Title or Assigns, now is and henceforth shall be entitled

thereto conformably to local custom, the State, however, reserving its rights.

SIGNED AT WINDHOEK **on** 18 MAY 2011

and confirmed with my seal of office.

DEPUTY REGISTRAR OF DEEDS

REGISTRAR OF DEEDS

APPROVED

for SURVEYOR-GENERAL

2011 -02- 0 2

No. A 375/2010

SHEET 1 OF 2 SHEETS

SIDES metres		ANGLES OF DIRECTION		CO-ORDINATES Y System Lo.22/15	X	Designation
		Constants				
A B	202.16	246.59.50	A	+48 346.69	+69 722.14	T2
B C	473.24	260.29.50	B	+48 160.60	+69 643.14	BL11-7
C D	65.02	350.42.00	C	+47 693.86	+69 565.01	BL13-7
D E	15.00	260.31.30	D	+47 683.35	+69 629.18	BL7-2
E F	486.00	350.29.50	E	+47 668.55	+69 626.71	BL7-3
F G	7.07	305.26.40	F	+47 588.31	+70 106.04	BL7-4
G H	59.50	349.29.10	G	+47 582.55	+70 110.14	BL7-5
H J	226.10	79.29.10	H	+47 571.69	+70 168.65	BL7-6
J K	316.97	63.20.00	J	+47 794.00	+70 209.91	B
K L	27.56	153.20.00	K	+48 077.25	+70 352.17	x2
L M	381.48	156.59.20	L	+48 069.62	+70 327.54	x1
MA	276.24	156.59.50	M	+48 238.74	+69 976.41	CHASE7
		Khomaspad	△	+35 390.21	+81 605.62	GV2214-76
		Swakopmund	△	+48 805.71	+75 238.83	GV2214-62

Description of beacons :

A - E ..... 16mm iron peg in cairn

F, G, H ..... 20mm iron peg in cairn

J, K, L, ... 16mm iron peg in concrete

M ..... 18mm Round iron peg

The figure A B C D E F G H J K L M

represents 39.4457 Hectares of land being

Portion 93 (a Portion of Portion B) of Swakopmund Town and Townlands No. 41

Situate in the Municipality of Swakopmund
Registration Division G, Erongo Region, Namibia

C.G. Pieterse
Land Surveyor

Surveyed in April 2010 by me

This diagram is annexed to	The original diagram is	S.R. No.: E170/2010
No. T 2251 /2011	A 50/35	Gen. Plan No.:
d.d	Grant 25/1935	Noting Plan: MD-6CA/V2
Registrar of deeds	dd: 18-11-1935	File No.: SW . A/15

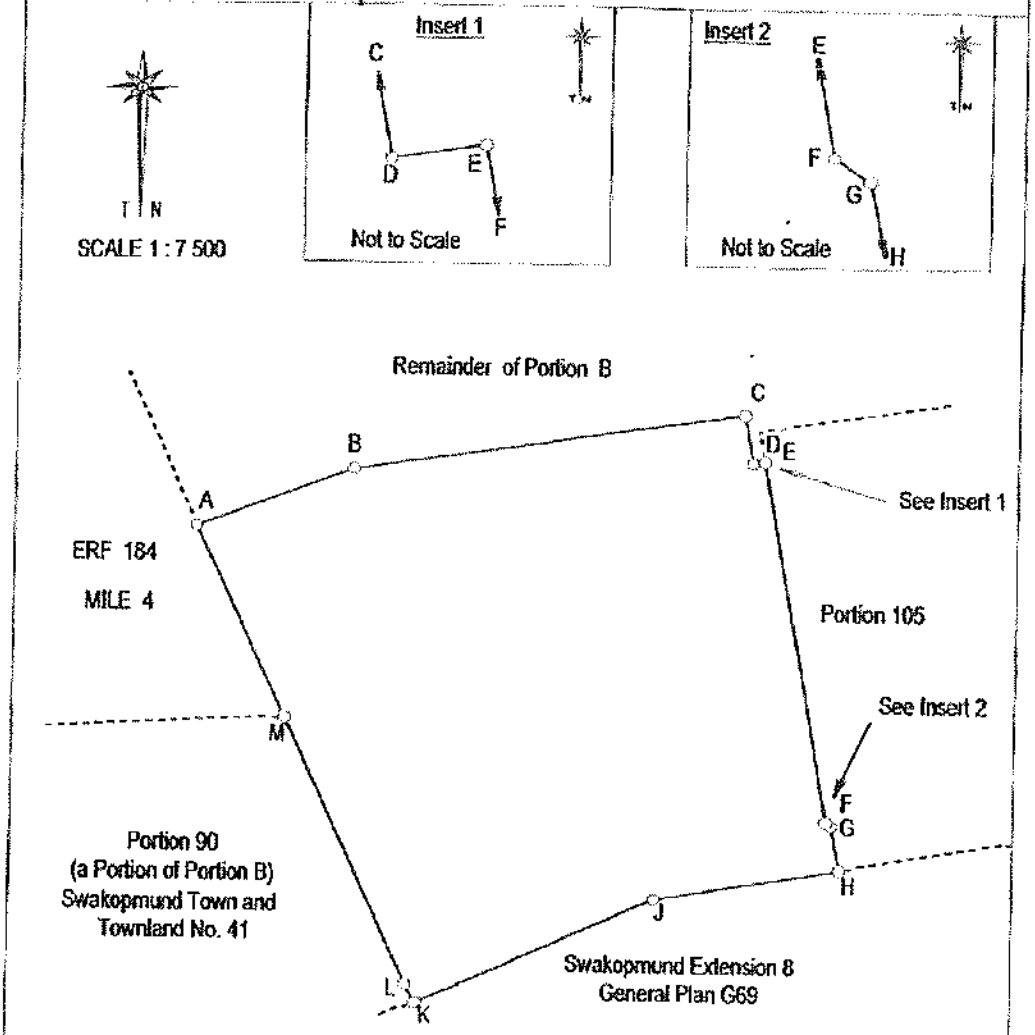
APPROVED

for SURVEYOR-GENERAL

2011 -02- 0 2

No. A 375/2010

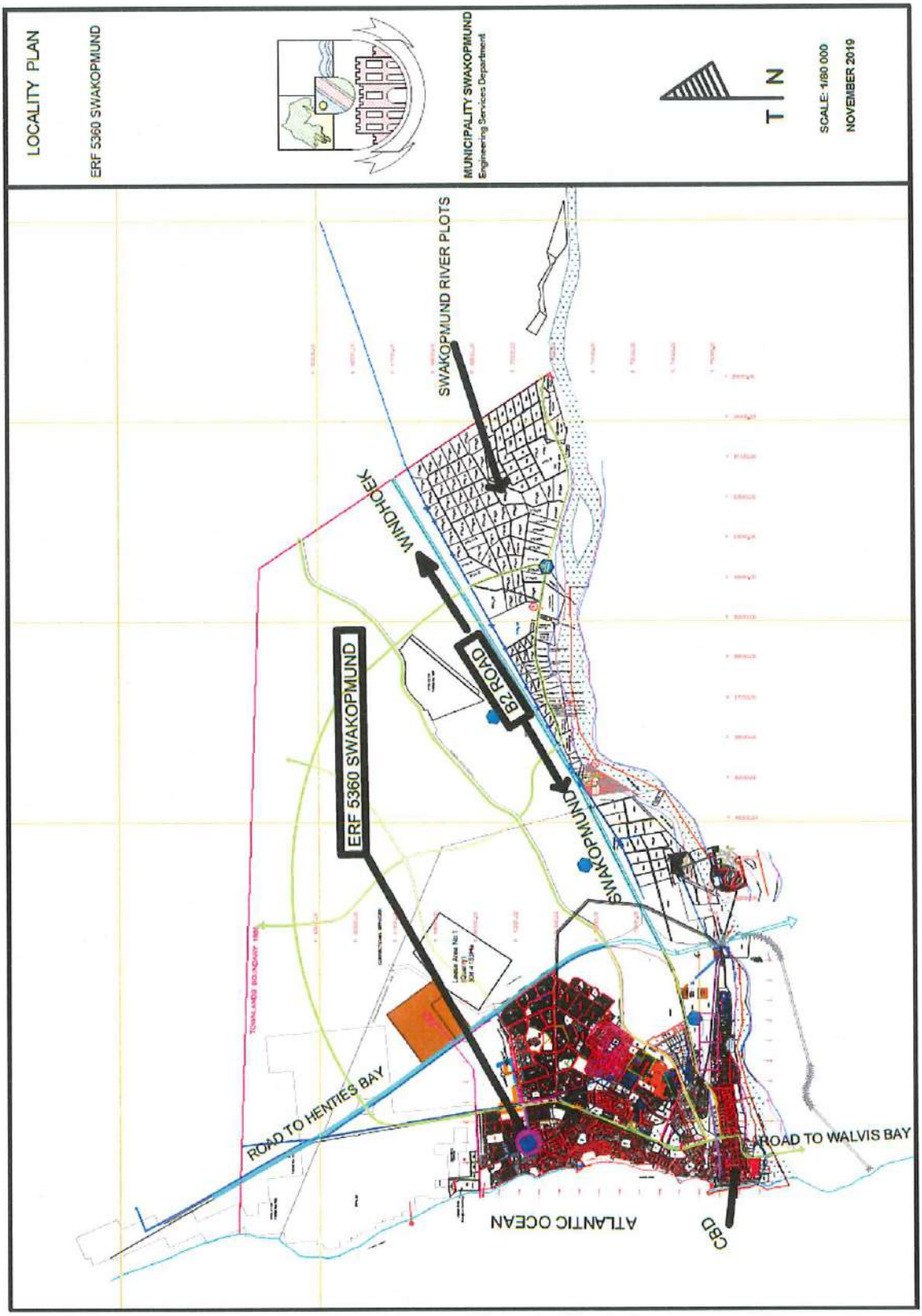
SHEET 2 OF 2 SHEETS

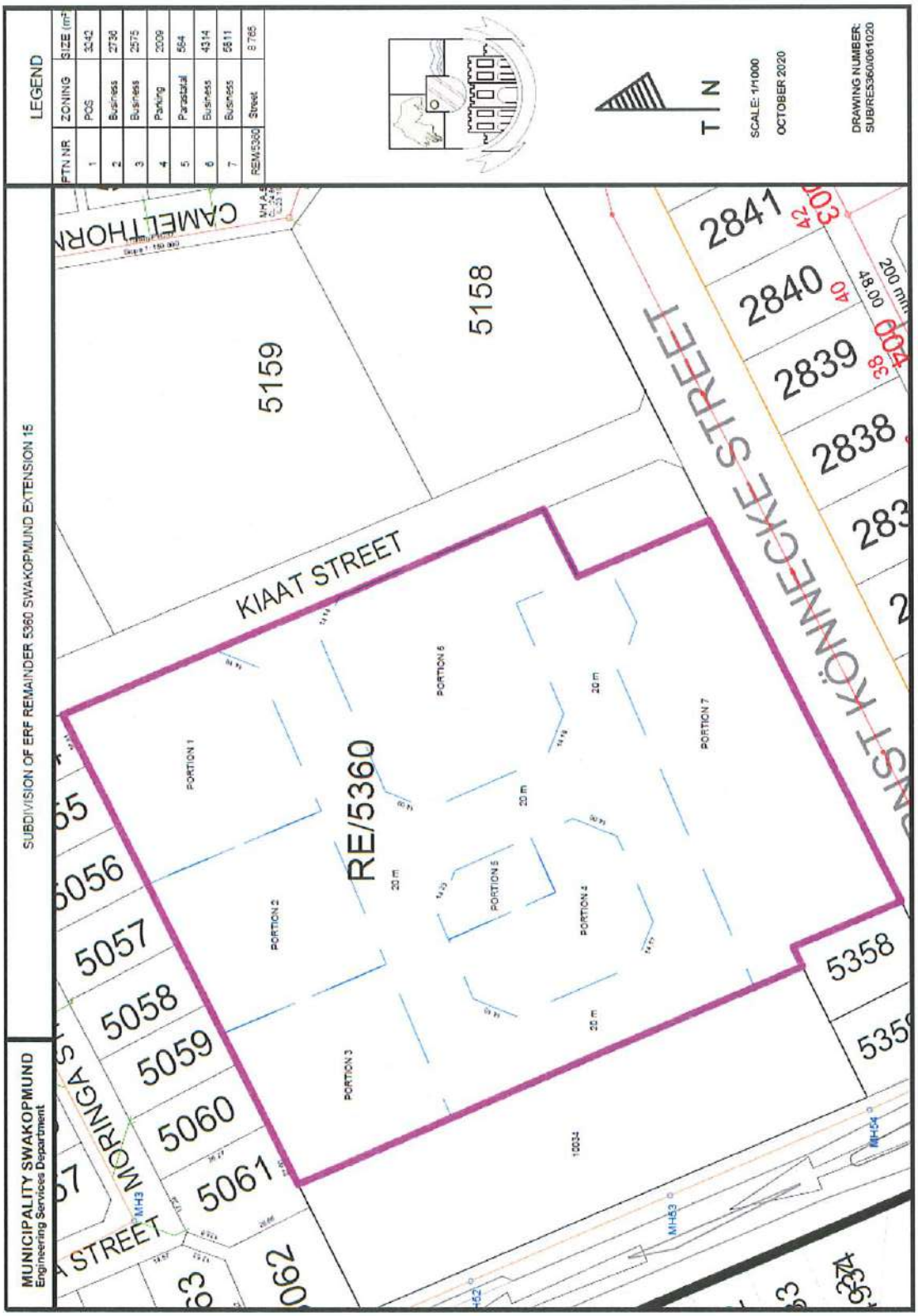


Portion 93 (a Portion of Portion B) of Swakopmund Town and Townlands No. 41

Surveyed in April 2010 by me

C.G. Pieterse
Land Surveyor


LOCALITY PLAN
ERF 5360 SWAKOPMUND
MUNICIPALITY SWAKOPMUND
Engineering Services Department
N
T
SCALE: 1/80 000
NOVEMBER 2019
SWAKOPMUND RIVER PLOTS
WINDHOEK
B2 ROAD
ERF 5360 SWAKOPMUND
SWAKOPMUND
ROAD TO HENTIES BAY
ROAD TO WALVIS BAY
ATLANTIC OCEAN
CBD


MUNICIPALITY SWAKOPMUND
Engineering Services Department
SUBDIVISION OF ERF REMAINDER 5360 SWAKOPMUND EXTENSION 15
LEGEND
PTN NR | ZONING | SIZE (m²)
1 | POS | 3242
2 | Business | 2738
3 | Business | 2575
4 | Parking | 2009
5 | Parastatal | 564
6 | Business | 4314
7 | Business | 5811
REM/5360 | Street | 8 765
SCALE: 1/1000
OCTOBER 2020
DRAWING NUMBER:
SUB/RES360/061020
N
T
CAMELTHORN
5159
5158
KIAAT STREET
RE/5360
PORTION 1
PORTION 2
PORTION 3
PORTION 4
PORTION 5
PORTION 6
PORTION 7
20 m
MORINGA STREET
5056
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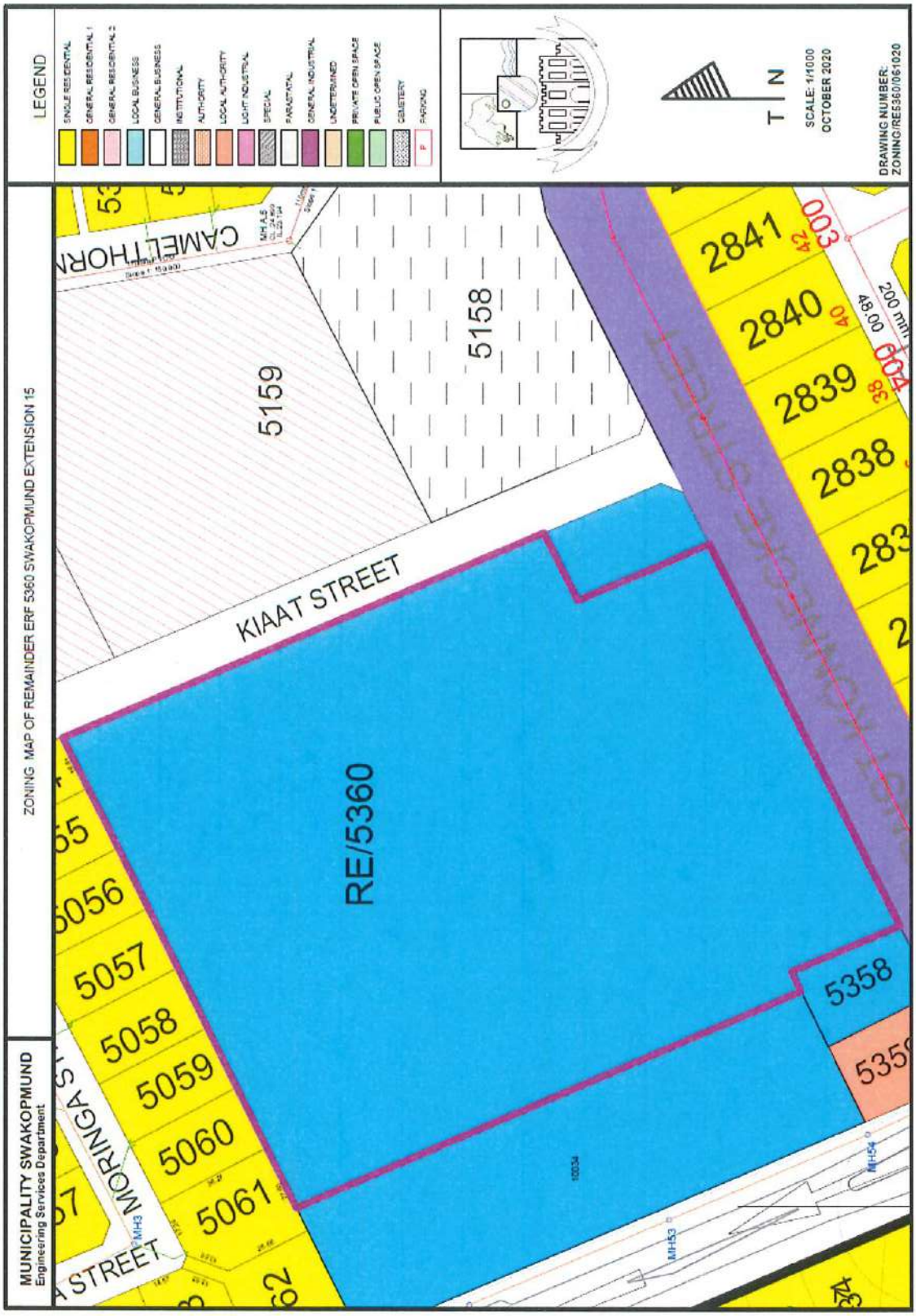
MH6


MUNICIPALITY SWAKOPMUND
Engineering Services Department
ZONING MAP OF REMAINDER ERF 5360 SWAKOPMUND EXTENSION 15
LEGEND
SINGLE RESIDENTIAL
GENERAL RESIDENTIAL 1
GENERAL RESIDENTIAL 2
LOCAL BUSINESS
GENERAL BUSINESS
INSTITUTIONAL
AUTHORITY
LOCAL AUTHORITY
LIGHT INDUSTRIAL
SPECIAL
PARASTATAL
GENERAL INDUSTRIAL
UNDETERMINED
PRIVATE OPEN SPACE
PUBLIC OPEN SPACE
CEMETERY
PARKING
P
N
SCALE: 1/1000
OCTOBER 2020
DRAWING NUMBER:
ZONING/RE5360/061020
CAMELTHORN
5159
5158
KIAAT STREET
RE/5360
MORINGA STREET
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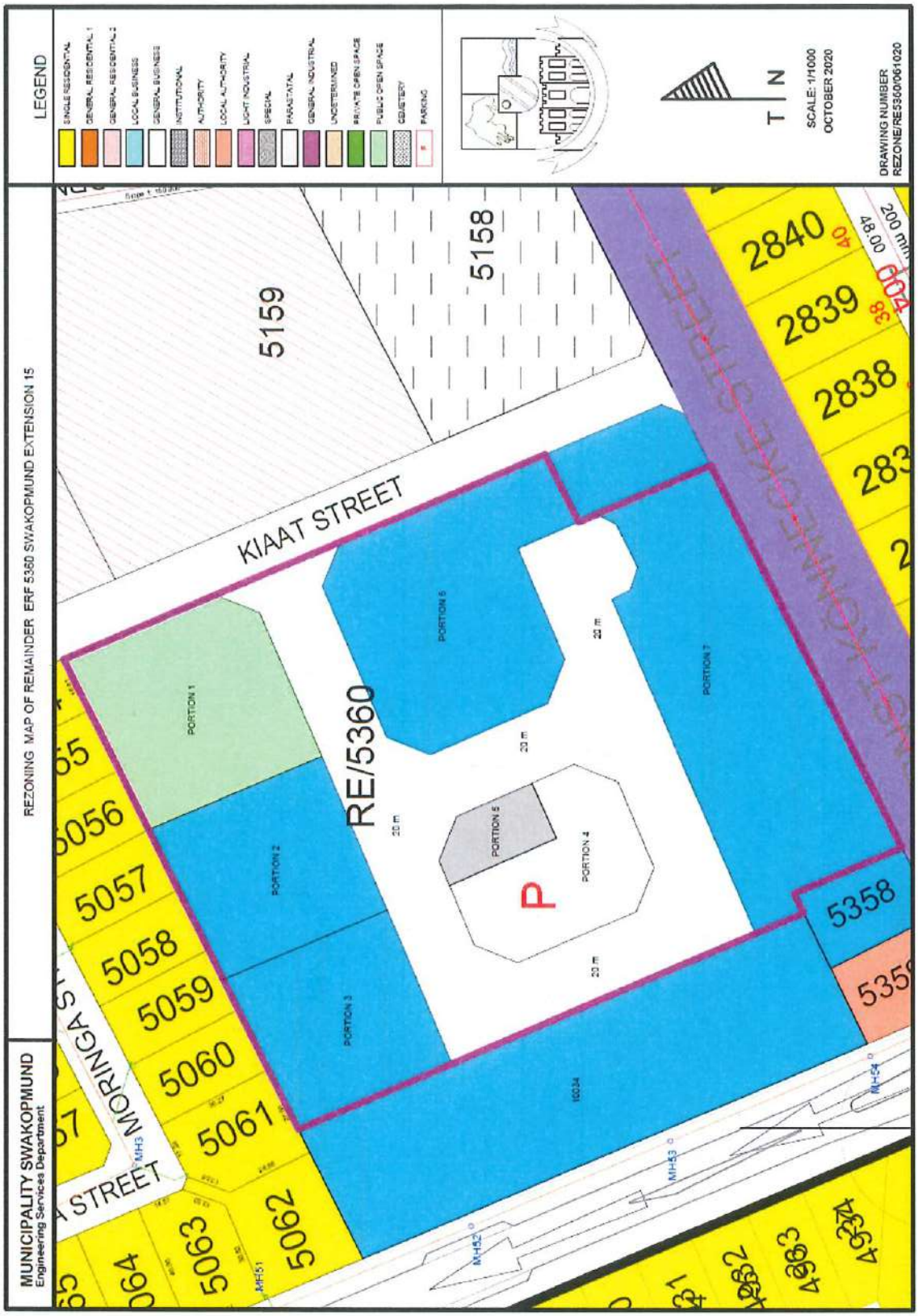
MH53
MH54


MUNICIPALITY SWAKOPMUND
Engineering Services Department
REZONING MAP OF REMAINDER ERF 5360 SWAKOPMUND EXTENSION 15
LEGEND
SINGLE RESIDENTIAL
GENERAL RESIDENTIAL 1
GENERAL RESIDENTIAL 2
LOCAL BUSINESS
GENERAL BUSINESS
INSTITUTIONAL
AUTHORITY
LOCAL AUTHORITY
LIGHT INDUSTRIAL
SPECIAL
PARASTATAL
GENERAL INDUSTRIAL
UNDETERMINED
PRIVATE OPEN SPACE
PUBLIC OPEN SPACE
CEMETERY
PARKING
N
T
SCALE: 1/1000
OCTOBER 2020
DRAWING NUMBER
REZONE/RE5360/061020
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KIAAT STREET
RE/5360
PORTION 1
PORTION 2
PORTION 3
PORTION 4
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PORTION 7
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200 mm

11.1.12 **APPLICATION FOR CONSENT TO OPERATE A CAR WASH ON ERF 4750, SWAKOPMUND**
(C/M 2021/04/29 - 19.03.08.4750)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **8.3** page **63** refers.

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

1. **Purpose**

The purpose of this submission is for Council to consider an application for consent to operate a car wash on Erf 4750, Swakopmund (Fruit and Veg).

2. **Introduction and Background**

An application for consent was received from Mr Stefan Laubscher, owner of Quick Wash to operate a car wash on Erf 4750 Swakopmund. The application is attached as **Annexure A**.

Mr Laubscher will be renting space from the owners of Fruit and Veg, hence the application form for business registration was signed by both Mr Laubscher as an Applicant and Mr. Louis Peens as the owner of the property.

3. **Zoning, Locality and Size**

Erf 4750, Swakopmund, is zoned "general business" and measures 8076m². It is located at the corner of Moses //Garoeb Street and Mandume ya Ndemufayo.

4. **Ownership**

The ownership of Erf 4750, Swakopmund vests with Fruit and Veg City (Proprietary) Ltd as held by the Title Deed Number 6878/2008.

5. **Advertisement**

The proposed consent was advertised on Friday the **4th of December 2020** and Wednesday, the **6th January 2021**, in the Namibian newspaper. The directly affected neighbour was notified in writing. A notice was also placed on site. The closing date for objections to the proposal was the 20th of January 2021. One (1) objection has been received.

6. **Proposal**

The applicant would like to operate a car wash on the premises.

7. **Objection received**

The basis of the objection is parking and loading/offloading bay at Fruit and Veg Food lovers market. The trucks are reported parking in front of Woermann Brock's gate, obstructing the vision of the traffic and making it dangerous.

According to the objector, to mitigate the issue raised above, the management of Woermann Brock Properties planted cement pillars at the boundary line of the two properties, with the sole intention to guide the delivery vehicles from both parties to stay on their property. Some of these pillars were knocked over by Fruit and veg delivery vehicles and never repaired.

At one time, the boundary wall of Woermann Brock was damaged by these trucks, causing the electric fencing to be broken.

8. **Evaluation**

An inspection was conducted to verify the parking concerns raised in the objection above.

It was found that parking is already an issue at Fruit and Veg. The site earmarked for the operation of the car wash is on parking area and as a result, about nine (9) parking bays will be lost due to this.

Erf 4750, Swakopmund is at the major intersection with the high traffic volume. This is also the site where pedestrian customers of Fruit and Veg use to hitch-hike public transport. Thus, the operation of a car wash will just cause traffic congestion which further adds to the concern of road safety at this juncture.

There are various business activities running from these premises. Thus additional business operations will cause parking chaos on site, as it is already a case during peak hours.

It was further discovered that no provision is made for the drain. This means that the wastewater that contains oil, grease and detergents will be left to run all over the place, instead of being contained in a proper drainage system.

Figure 1: Runoff water after washing the trolleys. Site earmarked for the car wash.

9. **Conclusion**

The operation of a car wash on Erf 4570, Swakopmund will bring forth parking deficit to an already parking problematic area of Fruit and Veg. therefore the application to operate a car wash on Erf 4750, Swakopmund cannot be supported.

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

RECOMMENDED:

(a) That the application for the consent to operate a car wash on Erf 4750, Swakopmund be turned down.

(b) That the applicant finds a suitable site with drainage system in place for the operation of a car wash.

(c) That the applicant be informed of his right to appeal against the Council decision (in terms of Clause 8 of the Swakopmund Town Planning Scheme) to the Minister, within 28 days of this notice against Council's decision, provided that written notice of such an appeal shall be given to the Ministry, as well as the Council within the said period.

ANNEXURE A

MUNICIPALITY OF SWAKOPMUND

(064) 4104517
088 651 9142
53 Swakopmund
NAMIBIA
andiweteko@swkmun.com.na

APPLICATION FOR BUSINESS REGISTRATION

New Application (Consult Town Planner)	X	**Change of Trade Name**	
Renewal (On or before 31 March)		**Change of Ownership** (Consult Town Planner)	
Removal (Move to new Premises) (Consult Town Planner)		**Business Closure**	
Transfer (New Owner)		**Postal Address Change**	
		Lost or Stolen & Duplicate of Certificate	

NAME OF BUSINESS : Quick Wash

NAME OF OWNER : Stefan Laubscher

NAME OF MANAGER : Stefan Laubscher

BUSINESS ADDRESS : PO BOX: N/A TELEPHONE: N/A

TOWN Swakopmund MOBILE: 081 807 6560

E.MAIL ADDRESS : swakoprentals@gmail.com

ADDRESS OF BUSINESS : NO 27 Mandume Ndemufayo STREET

ERF NO : 4750

A. TYPE OF REGISTRATION REQUIRED:

Restaurant & Take Away		**Manufacturing / Production**		**Educational Institution**		**Entertainment**	
General Dealer		**Child Care**		**Accommodation**		**Financial Institution**	
Administrative Office		**Hospitality**		**Health & Beauty**		**Home Occupation**	
Medical Practice		**Service Industry**	X	**Warehouse**		**Workshop**	
Home Shop		**Other**					
Detailed Scope of Business i.e Construction, Shebeen, Hair salon	Car wash						

B. CERTIFICATE OF OWNER/AGENT IN RESPECT OF PREMISES (FOR ALL NEW BUSINESSES AS WELL AS BUSINESS MOVING TO NEW PREMISES)

I hereby declare that I have granted permission to the above applicant to conduct the business for which they have applied on the said Erf.

LOUIS PEENS.
NAME (owner of property) **(Please print)**

SIGNATURE (owner of property)

SIGNATURE OF APPLICANT

05/11/2020.
DATE

Notices

• Legal •

Registration Division "K"
RHOMAS Region, of which the floor area, according to the said Sectional Plan is 84 (SIXTY FOUR) square metres in extent; and
(b) An undivided share in the common property in the development scheme, apportioned to that section in accordance with the participation quotas as endorsed on that Sectional Plan.
HELD under Deed of Transfer ST4106/2016
Subject to the conditions contained therein
2. An exclusive use area described as YARD (Y14) measuring 19 (NINETEEN) square metres being as such part of the common property, comprising the land and the development scheme known as TAUTOMANDA COURT in respect of the land and building or buildings situate at ERF NO. 2220 OTJWEWE EXTENSION NO. 4, in the Municipality of WINDHOEK, KHOMAS REGION as shown and more fully described on Sectional Plan No. SS_____/2016 held under Notarial Deed of Cession No. SK28/2018
PROPERTY DESCRIPTION:
1 x Lounge, 1 x Kitchen, 2 x Bedrooms, 1 x Shower, 1 x WC
Improvements Let;
2 x Bathrooms, 1 x Open plan kitchen & lounge, 1 x Bathroom with shower
TERMS: 10% of the purchase price and the auctioneers commission must be paid on the date of the sale. The further terms and conditions of the sale will be read prior to the auction and is for inspection at the office of the Deputy Sheriff, Windhoek and at the offices of the execution creditor's attorneys.
AUCTIONEER'S NOTE:
REFUNDABLE REGISTRATION FEE OF N$5 000.00
DATED at WINDHOEK this 1ST day of DECEMBER 2020.
DR WEIDER KAUTA & HOVEKA INC
Legal Practitioner for Plaintiff
WHK House
Jan Jonker Road
WINDHOEK
REF: KAU/0544

CLA04006828

MINISTRY OF JUSTICE
NOTICE TO CREDITORS IN DECEASED ESTATES
All persons having claims against the estates specified below, are called upon to lodge their claims with the executors concerned within a period of 30 days (or otherwise as indicated) from the date of publication hereof.
Please note
Registrar of Deeds: Estate: 390/2016 Master's Office: WINDHOEK
Surname: PETRUS
First Names: JOHANNES
Date of Birth: 03RD OCTOBER 1940 Identity Number: 4010301100331
Last Address: Erf No. 2230 SAMUEL SHIGWILIDA STREET, KATUTURA, WINDHOEK
Date of Death: 20TH MAY 2005
First Names and Surnames of Surviving Spouse.
Complete only if deceased was married in community of property
Date of Birth:
Identity Number:
Name and (only one) address of executor or authorised agent: ISAACKS & ASSOCIATES INC P.O. BOX 5420, WINDHOEK
Period allowed for lodgement of claims if other than 30 days
Name and (only one) address of executor or authorised agent: ISAACKS & ASSOCIATES INC P.O. BOX 5420, WINDHOEK
Date: 16 th DECEMBER 2020
Tel No.: 061 300087.
Notice for publication in the Government Gazette on: 24th DECEMBER 2020

CLA05006828

NOTICE
CONSENT TO USE IN TERMS OF TOWN PLANNING SCHEME REGULATIONS
Notice is hereby given in terms of Clause 6 of the Swakopmund Town Planning Scheme Regulations that the Town Council considers the following consent use:
erection of buildings and use of land, details of which are obtainable from the General Manager: Engineering Services, Dock Walk Township Islands to apply to the Municipality of Swakopmund for a special licence for a Car wash on the premises of Erf 4750 (07 Mandela Motorways Street), Swakopmund.
Any person having any objection to grant such application should lodge such objections in writing and within 14 days of the last publication of the Swakopmund Municipality and the applicant, during normal business hours.
Closing date for objections or comments is: 20 January 2021.
CONTACT PERSON:
Mr Stefan Lombaard, Email: stefan@swakopmund.com.na
Mr J. Hatta, Manager Town Planning, Tel: (064) 410 4003 / 061 150 0265
Email: jhatta@swakopmund.com.na

CLA06006828

Obituaries

• Death & Funeral Notice •

DEATH NOTICE

MIKE KAGOWA PAEK

• 13-02-1957 • 24-01-2021

Sport

IDUNA — A final call on staging the Australian Grand Prix will be made in the coming weeks following reports it could be postponed over strict travel restrictions and the emergence of a new strain of Covid-19.

Twitter

F1 season-opener under discussion because of Covid-19 restrictions

THE season-opening Australian Grand Prix could be postponed because of Covid-19 restrictions in Australia.

It is due to take place in Melbourne from 19 to 21 March.

The Australian Grand Prix Corporation, the Australian government and Formula 1 bosses are in talks over the Albert Park race.

"This government will continue to prioritise public health considerations while protecting our major events calendar," a Victoria spokesman said.

"Discussions between the Australian Grand Prix Corporation, the government and F1 management about the F1 calendar for 2021 are ongoing."

The Australian Grand Prix Corporation said it would provide "further details upon finalisation of arrangements with all parties in the coming weeks."

An F1 spokesman said on Monday the sport looked forward to coming again in March but did not specify where, with the Bahrain Grand Prix meeting scheduled for 26 to 28 March.

Australia continued to maintain strict measures in relation to travel arrivals.

Last year's Australian Grand Prix was called off, only hours before the first practice was due to start, when a McLaren team member tested positive for the coronavirus.

The season eventually started in Austria in July, with the calendar heavily rescheduled and reduced from the original record 22 races to 17 in Europe and the Middle East. — *BBC*

Sports Schedule

Today

Cricket – Test Series
South Africa v Sri Lanka 09h30
New Zealand v Pakistan 23h30

Ethiopian Premier League
Dire Dawa v Bahirdar 13h45

Italian Serie A
Cagliari v Benevento 13h20
Bologna v Udinese 16h30
Lazio v Fiorentina 19h30
Sassuolo v Genoa 16h30
Crotone v Roma 18h00
Atalanta v Parma 19h30
Sampdoria v Inter 16h55
Napoli v Spezia 18h30
AC Milan v Juventus 21h35
Man United v Man City 21h40

Spanish La Liga
Bilbao v Barcelona 21h00

South African Premiership
Supersport v Chippa 18h30

THE NAMIBIAN

Friday 4 December 2020 27

Housing & Property

• For Rent •

Call 081 815 1764

Call 081 416 9369

Housing & Property

• For Sale •

Motoring

• Vehicles for Sale •

FOR SALE

N$ 590 000

Notices

• Legal •

MUNICIPALITY SWAKOPMUND

(064) 410442:1
0886519137

53 SWAKOPMUND
Namibia

Consent from adjoining owner/neighbours for Business Registration and/or Consent Use

I ...IngoWoermann..... the owner of Erf .2759.....

Street Address:	13 Hidipo Hamutenya Street
Postal Address:	PO Box 12, Swakopmund
Tel. No.:	064 415500
E-mail Address:	wbproperties@wbswakop.com

Am aware that an application for a ...Car Wash.....

.....

on Erf .4759..... By Messrs ..Stefan Laubscher..... has been applied for, at the Municipality of Swakopmund and have the following to respond:

☐ No objection

☒ Objection

.....
Signature of Owner

.....
Signature of Owner

(Please mark which ever is applicable in the block)

against the proposed consent use:

(If you have an objection please stipulate your reasons/remarks below)

REMARKS/REASONS
Please see attached.

....

SIGNATURE FULL NAME DATE

Contact Details: Tel. No / Cell Phone: .....

Please attach certified copy of identity (signature) of the neighbour (owner of the erf).

VR9/2009

Woermann Brock Properties (Pty) Ltd
P O Box 12
SWAKOPMUND
Tel: +264 64 415 500
Fax: +264 64 415 501
Contact: Gemma Faul
Cell: +264 81 143 6031

02 January 2021

Stefan Laubscher
email: swakoprentals@gmail.com
Tel: 081 807 6560

Dear Mr. Laubscher

APPLICATION FOR CONSENT

With reference to your application for consent to erect a carwash on the Foodlovers erf, the following reasons for our objection.

Foodlovers have never been very accommodating with regards to neighborly obligations and respect since they have been on this erf.

- We have ongoing issues with delivery trucks offloading at Foodlovers. They either park in front of our gate, or on the pavement in front of our yard or park in such a way that they obstruct the vision of the traffic making it dangerous.
- We planted cement pillars at our cost on the boundary line (pavement area) between the two erven with the sole intention to guide the delivery vehicles from both parties to stay on their own erf. Various of them were knocked over by Foodlovers delivery vehicles and never repaired.
- On one occasion one of their delivery trucks damaged our actual boundary wall and broke the electric fencing and we were told by Mr. Pieter Myburgh that it is not their problem and we had to have it repaired at our own cost.
- A big Rent-A-Drum recycle container has been placed right by our entrance on our pavement without permission. Although we appreciate the recycling cause, this container obstructs the traffic vision and makes it even more difficult for delivery trucks to enter through our gate.

Kind regards

Gemma Faul
Manager: Woermann Brock Properties

11.1.13 **APPLICATION TO PARTICIPATE IN 40/40 PROJECT**
(C/M 2021/04/29 - 14/2/1/2)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **8.7** page **135** refers.

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

1. Introduction

The purpose of this addendum is to provide information to Management Committee on the application received from Turnkey Building and Engineering Consultants CC to participate in the 40/40 Housing project and Noria Trading CC which is already on the list of new developers submitted their voter's card recently. Thytek Investment CC submitted a title deed and OCB Builders CC submitted a Municipal Service Account as proof of residence.

2. Background

The Ministry of Urban and Rural Development gave approval for Council to construct houses on 1596 erven serviced with government funds. Council went into partnership with small contractors to build houses on a limited number of serviced erven divided as follows: 958 Social houses and 638 Credit-Linked houses. Each contractor is required to build 16 credit-linked houses and 24 social houses. On **29 October 2020** during the progress review Council resolved as follows:

(a) That Council takes note of the remaining small contractors on the previous list of small contractors who submitted their voter's cards.

(b) That Council approves and endorses applicants as per Annexure "B" (on file) that qualify as contractors.

(c) That Council gives preference to the small contractors in Swakopmund to replace the current non-performing contractors.

Qualifying contractors submitted copies of their voter's card in order to be allowed to participate in the 40-40 project.

3. Discussion

Turnkey Building and Engineering Consultants CC (**Annexure "A"**) applied on **11 March 2020** to participate in the 40/40 project. At this time the Housing Officials were waiting to be trained to use Share-point in order to respond to incoming mails effectively. The application of Turnkey Building and Engineering CC was therefore not submitted to Management Committee for approval and it is herewith submitted for approval.

Noria Trading CC is already included on the list of new developers and they have now submitted the outstanding copy of voter's card (**Annexure "B"**) in full compliance of Council's requirements.

Thytek Investment CC has also submitted their title deed (**Annexure "C"**) as proof of residence and OCB Builders CC submitted a copy of their Municipal Services Account (**Annexure "D"**). These two companies are requesting that such proof of residence be accepted as alternative proof of residence instead of a voter's card.

4. **Way forward**

That Council considers the application of Turnkey Building and Engineering Consultants CC to participate in 40/40 project as they meet the requirements set by Council. Also, that the proof of residence submitted by Thytek Investment CC and OCB Builders CC be accepted as proof of residence for them also to participate in the 40/40 project.

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

RECOMMENDED:

(a) **That Turnkey Building and Engineering Consultants CC be approved to participate in the 40/40 project because they meet the requirements set by Council.**

(b) **That in the absence of a voter's card, applicants be permitted to submit title deeds and or active Municipal Service Accounts to participate in the 40/40 project.**

(c) **That Council takes note of the proof of voter's card submitted by Noria Trading CC.**

14.2.1.2

13

TBEC
TURNKEY BUILDING & ENGINEERING CONSULTANTS

CC/2013/03803

TURNKEY BUILDING AND ENGINEERING CONSULTANTS cc
OM'KUTO CONSULTING
OM'KUTO CONTRACTORS AND DEVELOPERS
OM'KUTO MANUFACTURING AND FABRICATION
P.O. Box 1995, SWK TEL: +264 403 119
E-MAIL: info@tbec.com.na VAT: 6064 544-01-5

Enquiries: Fillemon Petrus 11 March 2020
fpetrus@tbec.com.na

MUNICIPALITY OF SWAKOPMUND
2020 -03- 16
ARCHIVES

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

Dear Sir,

SUBJECT: 40/40 HOUSING INITITIATIVE

We refer to the well-publicised initiative as above alluded to in the subject, and the national housing needs status quo in general.

At its inception in August 2019, the initiative aimed to build 1600 houses over 2 years, for which 40 Contractors were contracted. Unfortunately, many reputable local contractors, such as ourselves were not selected for participation. The approach would have meant an average of 66 houses are delivered per month, or 76 houses per month if we were to allow for an initial grace period of 3 months for contractual matters.

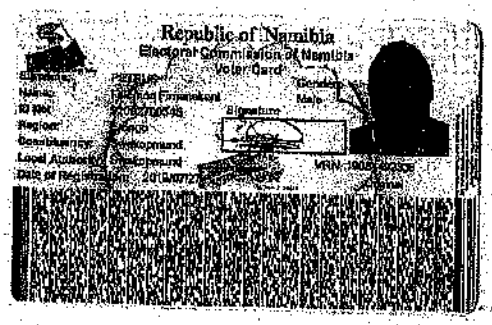
However, the situation on the ground today is different, as grapevine reports indicate, as little as 3 contractors are currently performing. Essentially meaning that a deficit exists of at least 184 houses exist in respect of 304 houses that should have been completed by now. A situation that is not only bad for the beneficiary but also for Council's image.

We therefore would like to formally express our willingness to participate in the initiative, by possibly replacing non-performers or supplementing those that are performing.

Please accept sir, the assurance of our highest consideration!

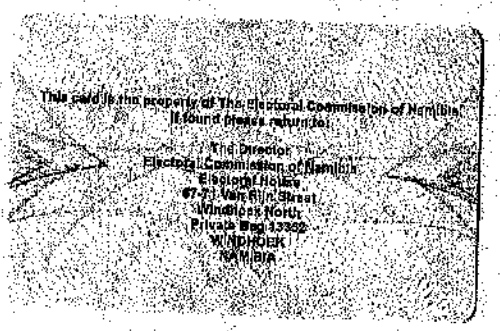
12/05/2020

Mr Fillemon F Petrus
Chief Executive Officer: TBEC



NAMIBIAN POLICE
MONDESA
17 MAR 2021
CHARGE OFFICE
ERONGO REGION

Signature



Noria Trading

ESTABLISHED 2017

Noria Trading CC
P.O.Box 3870
Vineta
Swakopmund
11 November 2020

RECORDS & ARCHIVES
12 NOV 2020
MUNICIPALITY OF SWAKOPMUND

The Chief Executive Officer
Mr. Alfeus Benjamin
Swakopmund Municipality
Swakopmund
Namibia

Dear: Sir/Madam
RE: Introduction of Construction Company

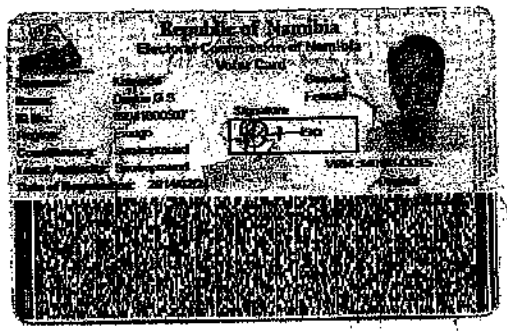
I hereby would like to inform you that I have applied to be included in the list of the low cost housing on 10.07.2017 and again on the 04.03.19 and no reply was received from your respective office.

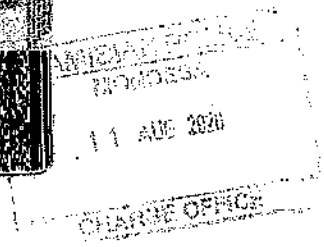
Trust that I will receive a response soon from your office.
Yours faithfully

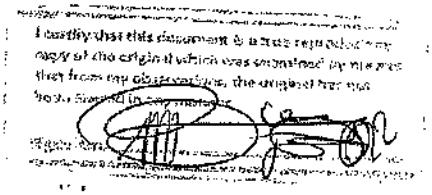
Noria Trading CC

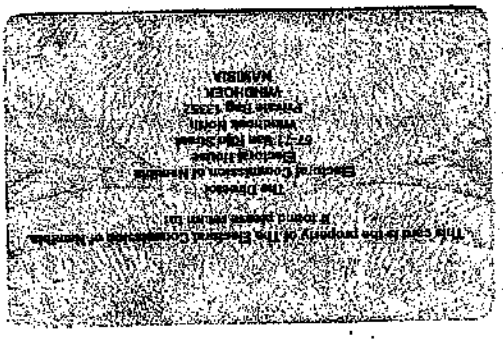
.....
DANKIE KATUMBO

Contact Into : 0812701414 or 081356499
Email address: dankieg2017@gmail.com


Republic of Namibia
Voter Card


11 AUG 2020
CLEARING OFFICE





General Manager Corporate Services & HR
2020 -08- 21
Municipality of Swakopmund

thytek (Energy) Excellent service and beyond
Reg: 2016/03876 | VAT Reg. 7219374015
Tel 26481 357 9183 | email thytekenergy@gmail.com | P.O Box 21, Swakopmund

the General Manager

Swakopmund municipality

Pobox 53

Swakopmund

2020-08-17

Dear Sir

Re: Applicaton to be registered and become a developer in 40 in 40 housing project

We are a truly Namibian enterprise majoring in residential mass house development with approximately 46 completed residetial projects and 7 industrial projects countrywide.more of those uses are swakopmund,Arandis,walvis Bay,Ondangwa and Otjiwarong respectively.

Majority of these projects are from Swakopmund because we are based in swakopmund.As it stands without enough serviced erfs we cant have jobs and same time our available clients clients cannot have houses however we understand the fact that the council has no available serviced erfs at the moment.

With current economic climate,We are hereby begging the municipality to help us altenatively to place us in its current on going housing project 40 in 40 houses.This will help us to keep going surviving as life goes by and to keep our staff bread on the table.This will also help fasten the progress of your current construction on going to help the municipality achieve this goal earlier than it has planned.We are more than ready to start any project anytime with our own working capital and our much experienced artisans on any kind of construction projects

We thank you for taking time reading our request and i have attached few relevant supporting documents about us and I also encourage you to feel free to contact us and our random references availed to help you know more about our reputable company and our track record in civil construction

Yours Faithfuly

Samuel Enkono

Directors : S Enkono 081357 9183 (nam) assisted by L shipanga 081 878 5035

2017 -04- 27

KMT257477

DEED OF TRANSFER NO I 2592 /2017

SAMUEL ENKONO
Identity Number 871027 0010 5
Unmarried

ERF NO 982 MONDESA (EXTENSION NO 3)

ESI

Attorneys | Conveyancers | Notaries
P.O. Box 3300, Windhoek, Namibia
Tel: +264 61 242 224
Reg. No. 2011/0099

DLA PIPER AFRICA

CMDW/pt/ESI1/0818

O C B BUILDERS CC

P.O.Box : 2844
Swakopmund
Namibia
VAT Registration No.: 2202448-01-5
e-mail : ocbbuild@iway.na

CELL:081 129 1683

MUNICIPALITY
2020 -07- 0 8
SWAKOPMUND

Chief Executive Officer
Swakopmund Municipality
P.O.Box:53
Swakopmund
Namibia

Attention: Mnr.Marco Swarts

Dear Sir

RE: The Matutura 40/40 project. This project is executed by the Municipality of Swakopmund.

For the past few months, I observe and monitor the project Matutura 40/40. From my do, some of the contractors made good progress but some of them fail in the project, they did not even start with their contract work. From my point of view, the reason why they fail is a lack of infrastructure, the capacity and the knowledge of any construction work.

OCB Builders CC is an established local contractor of Swakopmund for the past 18 years. With my local labor force of Swakopmund, OCB Builders CC has successfully completed various local projects namely:

1). The Mile 4 project for the Ministry of Defence under Theunissen Architects during the year 2004 and building eight houses for the Ministry of Defence, project value N $8 700,000.00.

2) The company completed also 150 houses for NHE as a sub-contractor for the main contactor

3) The 4 U Shoprite complex in Mondesa Swakopmund,

4) The Regional Office in Mondesa and the Industrial Park was also completed by OCB Builders cc.
Just to mention a few.

We OCB Builders CC, for the past 16 month have not had any construction work due to country's economical and the Covid 19 situation.

We, OCB Builders CC wish to be part of this project for the following reasons:
1) We have the infrastructure and capacity to make this project a success.

General Manager Corporate Services & HR
2020 -07- 13
Municipality of Swakopmund

Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax 088 651 9140
ACCOUNT ENQUIRIES FAX: 0885628144 / E_MAIL: enquiries@swkmun.com.na

STRAUSS PM
P O BOX 2844
SWAKOPMUND
9000

TAX Invoice	
VAT No.	0687546-01-5
TAX Invoice No.	20200821-17556

Statement Date	2020/08/20
Account Number	60031900038
Reference	
Deposit	650.00

Details/Meter Readings		
Previous	Present	Consumption
3608	3830	22.00

Meter Readings Dates	
Previous	Current
2020/07/02	2020/07/29

Date	Description	VAT %	VAT charge	Amount (VAT Excl)	Amount (VAT Incl)
07/20	BALANCE B/FWD		0.00	2,579.23	2,579.23
08/20	100018 RECEIPT		0.00	-2,579.23	-2,579.23
08/20	WA RATES GENERAL	15%	0.00	1,483.93	1,483.93
08/20	WA CONSUMPTION DOM	ZER	0.00	224.00	224.00
08/20	RE DOMESTIC	ZER	0.00	112.00	112.00
08/20	SE BASIC DOMESTIC & SECTI	ZER	0.00	196.00	196.00
08/20	SE ADDITIONAL DOMESTIC & S	ZER	0.00	132.00	132.00
08/20	SU FIRE BRIGADE SERV. - RES	EXP	0.00	2.00	2.00
08/20	SU DEBT ORDER CHARGES	15%	0.65	5.65	6.50
08/20	DISPOSAL FEES DOM	EXP	0.00	4.00	4.00
08/20	SU CLEANING SERV	EXP	0.00	16.00	16.00
08/20	WA BASIC 020 NM DOM	ZER	0.00	128.00	128.00
Total			0.65	2,304.24	2,305.09

Arranged	Hand Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	0.00	0.00	0.00	2,305.09	2,305.09

MESSAGE

PLEASE NOTE: ACCOUNTS ARE PAYABLE ON OR BEFORE 7 SEPTEMBER 2020.

Property Information			
Stand No.	00000319	Ward	1
Township	001 060 TAMARISKIA		
Street Address			
Portion	00000		
Area	672		
Unit	001/060/00000319/00000/0000/0000		

Details of Property Assessment	
Valuation	
Land	Improvements
82,000.00	1,886,000.00
Building Clause	
Valuation	Date
Annual Levy	

KINDLY TEAR OFF AND RETURN WITH PAYMENT

Municipality of Swakopmund
P.O. Box 53
Swakopmund

Name	Due Date	2020/09/07
STRAUSS PM	Account No.	60031900038
REMITTANCE ADVICE	Amount	2,305.09

Bank Details: F N B Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519141
E-Mail for confirmation: payments@swkmun.com.na

11.1.14 **ERF 5023, SWAKOPMUND: APPLICATION FOR EXTENSION OF TIME AND WAIVER OF PENALTY INTEREST**
(C/M 2021/04/29 - E 5023)

Ordinary Management Committee Meeting of **15 April 2021**, Addendum **10.2** page **08** refers.

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

1. **Introduction**

The purpose of this submission is to consider an application by Dr Andreas Atti-Taya Frans, the purchaser of Erf 5023, Swakopmund at the closed bid sale of **27 November 2020**.

He applies for:

① *an extension of time of two months to perform; and*
② *the waiving of the penalty interest.*

At the due date for performance of Monday, **29 March 2021** Dr A A T Frans was not able to provide a bank guarantee or secure the purchase price in cash.

All non-performing purchasers will be issued with 21 days' notice to perform subject to the penalty interest charge.

Dr A A T Frans bought Erf 5023 in the amount of N$620 000.00 (less N$5 000.00 registration fee) and penalty interest of 7.5% per annum is applicable and is levied from **29 March 2021**.

2. **Brief Background**

From the attached letter it is concluded that Mr A A T Frans is of the opinion that Council delayed his transaction as only his name appeared on the front page of the deed of sale. For financing purposes it is required that both names of the spouses appear on the deed of sale. This was only noticed by the bank towards the end of March 2021 and Council amended the front page promptly.

Dr A A T Frans bought Erf 5023, Swakopmund at the closed bid sale of 27 November 2020 and provided proof of bank financing at the date of the sale. Therefore interest will only be calculated from **29 March 2021**. The proof of financing from First National Bank (pre-approval) only indicates him as the client (no mention of his wife).

He was married in Russia, therefore the marriage is in community of property – by operation of Namibian law the erf will be transferred in both spouses' names. Although the wife's name does not appear on the front page of the deed of sale, it appears in the annexure and the marriage documents are **attached**.

The deed of sale was issued on **30 November 2020** for signing and instruction to transfer was given to Council's attorneys on **21 December 2020** (a copy of the letter was provided to the purchaser).

On **26 February 2021** the conveyancers confirmed that they await final loan approval. On **24 March 2021** an e-mail was sent from the conveyancer to the purchaser reminding him that the bank guarantee must be provided to the Municipality by **29 March 2021** and urging him to provide all required documents to his financial institution soonest.

In the case where a bank guarantee is provided to secure the purchase price and transfer is not registered on / before the due date (in this case 29 March 2021), penalty interest is charged until date of transfer.

3. **Current Situation**

The undated letter attached as Annexure "A" was then received from Dr Frans requesting an extension of time and waiver of the interest.

The following is therefore relevant:

① *On **08 April 2021**, Dr A A T Frans was issued with a notice of 21 days' to rectify the breach of not securing the balance of the purchase price. Taking into account the advanced stage of the processing of his bank guarantee it is likely that the said guarantee will be issued within the 21 days' notice period and an **extension of time of 2 months** might therefore not be required.*

② *With reference to the waiving of the interest payment, as set-out under point 2 no delays were caused by Council and therefor it is proposed **not to waive the penalty interest**.*

Calculated until 31 May 2021 the penalty interest will amount to approximately N$ 7 330.00 (the 5 days Council were closed during December due to Covid-19 precautions are deducted).

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

RECOMMENDED:

(a) That Council takes note of the application received from Dr A A T Frans the purchaser of Erf 5023, Swakopmund.

(b) That Council grants the purchaser an extension of time of two months to provide the bank guarantee to secure the balance of the purchase price for Erf 5023, Swakopmund, until 31 May 2021.

(c) That Council does not waive the 7.5% per annum penalty interest which is charged from 29 March 2021 until date of registration of transfer.

ANNEXURE "A"

The Chief Executive Officer, Municipality of Swakopmund, Namibia.

Dear Sir,

My name is Dr. Andreas Atti-Taya Frans, ID 90012700169. I am hereby writing to your good office with a humble request for penalty waive and a two months extension on providing bank guarantee on the property ERF 5023, Extension 14, Swakopmund, which I acquired through Municipality auction, which took part in November 2020.

There was an error on the Deed of Sale. I was married to Aleksandra Frans who is of Russian nationality, in Russia. I have been informed by FNB (the bank from who I have received a loan approval for the purchase) that according to the Namibian laws and their bank system, all marriages out of the country are recognised as in community of property, therefor I was informed by the bank, last week that my wife's name should have appeared on the deed of sale as the bank requires that the bond to be registered over the erf in their favour , must be in both our names.

Unfortunately the error was noticed late and we are in the process of rectifying the error but time run out. I also wish to advise that it was confirmed by law firm, Dr Weder, Kauta&Hoveka Inc (Mrs Sura Wagner) that all the transfer documents (in my name only, as per the first deed of sale) was signed and ready (including the transfer duty receipt) last week, in other words, before 29 March 2021, the due date for the delivery of the guarantee.

I am once again hereby requesting your good office to please grant me an extension of two months for the transfer to be registered (in other words kindly waiver and penalty interest as per the agreement) in order for the law firm and the bank to rectify this error by changing all the documents by adding my wife's name to them.

I also wish to confirm that the updated deed of sale, bond documents and transfer documents have been signed by me and my wife already and that I have received feedback from the Attorneys that the updated guarantee has been requested from FNB and they await same.

Your favorable decision herein will be highly appreciated.

Thank you and kind regards,

Andreas Atti-Taya Frans
0817818051
Lexie.kr1@gmail.com

CC: Mrs Barbara Veigas & Mrs Sura Wagner

11.1.15 **CONSIDERATION OF CANCELLATION: ERF 4809, SWAKOPMUND - S A ANGULA**
(C/M 2021/04/29 - E 4908)

Special Management Committee Meeting of **21 April 2021**, Addendum **5.1** page **05** refers.

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

1. **INTRODUCTION**

This item was considered by Council on **19 November 2020** whereafter the following decision was passed under item 11.1.27:

(a) That Council approves the application by Mr Shivute Alfeus Angula for an extension of time to perform until 26 February 2021.

(b) That the applicant engages with the General Manager: Finance to arrange for down payments of the outstanding rates and taxes.

Mr S A Angula was informed of the above decision in writing per letter dated **14 January 2021** (attached as **Annexure "A"**). He was also contacted telephonically to confirm whether he received the letter. No response was received from him to date.

The above extension of time was the fourth granted by Council.

Currently:

① *The deed of sale is not valid as it expired on **30 September 2020** and Council is therefore no longer bound to the transaction.*
② *Although Council approved an extension of time to perform until 26 February 2021 (the fourth extension of time), the extension of time is subject to the rates and taxes being paid. The addendum to the deed of sale could not be signed prior to the rates and taxes being paid.*
② *The purchaser is in arrears with payment of rates and taxes in the amount of **N$51 557.87.** The levies cannot be cancelled until such time Council confirms the cancellation of the transaction (Council's resolution passed on **25 April 2019** under item 11.1.3).*
③ *The balance of the purchase price in the amount of N$1 703 900.00 plus interest calculated until **26 February 2021** in the amount of N$ 405 364.81 amounts to **N$2 109 264.81**.*
④ *There are no next qualifying bidders listed for the sale.*
⑤ *In terms of the condition of sale, the transaction must be cancelled.*

The matter is now resubmitted to Council to confirm the cancellation for the sale as required in terms of Council's decision passed on **25 April 2019** under item 11.1.3.

2. **Brief Background**

Attached as **Annexure "B"** is the background of this transaction.

3. **Discussion**

It is proposed that Council confirms the cancellation of the sale of Erf 4908, Swakopmund to Mr S A Angula. In terms of the conditions of sale the registration fee in the amount of N$30 000.00 is forfeited and the purchaser is held responsible for the outstanding rates and taxes of the erf.

It is further proposed that Erf 4908, Swakopmund be added to the list of erven in Extension 1 and Extension 14 for sale out of hand.

Council's resolution passed on **28 January 2021** under item 11.1.9 is attached as **Annexure "C'**.

As per above resolution, the purchase price for Erf 4908, Swakopmund be calculated at N$950.00/m^2.

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

RECOMMENDED:

(a) That Council confirms the cancellation of the sale of Erf 4908, Swakopmund to Mr S A Angula as he failed to perform by 26 February 2021.

(b) That Erf 4908 be added to the following list which will be sold out of hand as per Council Resolution of 28 January 2021, under item 11.1.19:

	Erf #	*Size*	*Purchase Price Calculated at N$950.00/m²*
1	*366*	*3 406*	*3 235 700.00*
2	*367*	*3 829*	*3 637 550.00*
3	*4909*	*5 141*	*4 883 950.00*
4	*4910*	*4 119*	*3 913 050.00*
5	*4908*	*2 034*	*1 932 300.00*

(c) That Mr Shivute Alfeus Angula be encouraged to take part in the sale of *"General Residential"* when advertised in the near future.

ANNEXURE "A"

MUNICIPALITY OF SWAKOPMUND

(064) 4104214
088614514
53 Swakopmund
NAMIBIA
www.swkmun.com.na
nkandjengo@swkmun.com.na

Ref No: **Erf 4908, Swakopmund**

Enquiries: **Ms. N Gustaf**

14 January 2021

Mr Shivute Alfeus Angula
P O Box 7250
SWAKOPMUND
13001

Dear Sir

APPLICATION FOR GRACE PERIOD FOR PAYMENT: ERF 4908, SWAKOPMUND

I refer to your e-mail received on 30 October 2020 in which you apply for an extension of time to pay the purchase price for Erf 4908, Swakopmund.

Council considered your application on **19 November 2020**; whereafter the following was resolved under item 11.1.27:

(a) That Council approves the application by Mr Shivute Alfeus Angula for an extension of time to perform until 26 February 2021.

(b) That the applicant engages with the General Manager: Finance to arrange for down payments of the outstanding rates and taxes.

With reference to point (b) of the Council resolution above, kindly provide proof of payment of the outstanding rates and taxes in order for us to provide you with the addendum to the agreement, failing to which the agreement is cancelled.

Council approved the extension of your transaction until 26 February 2021, on condition that the outstanding rates and taxes are paid.

On 13 January 2021, our Finance Department confirmed that the outstanding rates and taxes amount to **N$ 44 256.08**.

Should you have any enquiries, please do not hesitate to contact Ms N Gustaf at ☎ 4104214.

Yours faithfully

Mr M P C Swarts
GM: CORPORATE SERVICES & HUMAN CAPITAL

/ng

Copy: Conradie & Damaseb - Please take note of the Council's resolution
GM: Finance - Please take note of the Council's resolution

M/C ADDENDUM
(12 November 2020)

ANNEXURE "B"

REQUEST FOR EXTENSION OF TIME FOR PAYMENT OF THE PURCHASE PRICE FOR ERF 4908, SWAKOPMUND

(E 4908)

1. **Introduction**

On **30 October 2020** Council received an email (**Annexure "A"**) from Mr A S Angula requesting a further extension of time to secure the purchase price of Erf 4908, Swakopmund (zoned "general residential").

The extended due date to secure the purchase price was **30 September 2020**, the application for an additional extension was dated a month after the deed of sale lapsed.

The purchaser indicates that he requires an additional period until next year to secure the purchase price.

The purpose of this submission is for Council to consider the request by Mr A S Angula for another extension of time to pay the purchase price.

A letter dated 03 November 2020 was issued to Mr A S Angula confirming that the outstanding rates and taxes must be paid by 30 November 2020 in order for Council to consider the extention (Council's standard decision passed on **31 August 2020** under item 1.1.9 refers).

2. **Background**

Council sold Erf 4908, Swakopmund by closed bid in terms of the decision passed on 22 February 2018 under item 11.1.16. The date of sale was **22 November 2018** and the initial date to secure the purchase price was 20 February 2019.

Before the due date, Mr Shivute requested an extension of time to perform and Council granted permission on **28 March 2019** under 11.1.5 to extend the period until **31 July 2019** with interest payable, calculated as from the initial sale agreement date of 22 November 2018.

An application for a further extension of time was received and Council granted permission on **31 October 2019** under item 11.1.6 for a second extension of time to secure the purchase price until **02 March 2020**. The purchaser at the time indicated that he is experiencing a financial constraint due to the deterioration of the economic conditions which affected his business.

On **28 March 2020**, another application for an extension of time was received from Mr Shivute. At the time, the purchaser requested in their letter that Council grant them a last extension of time to finalise few matters from his side. On **30 June 2020**, Council granted under item 11.1.4 a third extension of time to secure purchase price until 30 September 2020.

On **30 October 2020** Mr S A Angula applies a further additional period of extension until next year 2021. He indicated that he is still interested to purchase Erf 4908, Swakopmund and would like to have more time to purchase the erf.

Summarized, the extensions of time granted by Council to secure the purchase price:

① **28 March 2019** under 11.1.5, Council approved the **1st extension** of time until 31 July 2019.

② On **31 October 2019** under 11.1.6, Council approved the **2nd extension** of time until 02 March 2020.

③ On **30 June 2020** under item 11.1.4, Council approved a **3th extension** of time until 30 September 2020.

To date, the following amount is outstanding:

Purchase price of	N$	1 703 900.00
15% VAT of	N$	255 585.00
Interest	N$	375 500.00 (until 26 February 2020)
Rates and taxes of	N$	39 388.22
Total:	**N$**	**2 494 288.22**

⑤ Should Council approve a further extension, it will be the **4th extension** granted and will mean that Council has been waiting for payment for more than 30 months.

3. Similar Situation

Council on **31 October 2019** under item 11.1.22 passed the following decision:

(a) ...

(a) ...

(b) ...

(c) That no further extension will be granted.

(d) That the extension be granted on condition that the Rates & Taxes are paid up to date.

(e) That the applicant submits proof of their efforts to secure funding for the development.

Recently, an application was received from Messrs Owato Investments CC for a 3rd extension of time. Council passed the following decision on **31 August 2020** under item 11.1.9 as follows:

(b) That Council takes note of the arrangement made to pay the outstanding amount and that there is still N$ 19 886.84 outstanding on the rates and taxes in accordance with the resolution of 31 October 2019.

(c) That Council does not approve the application by Messrs Owato Investment CC for an extension of time to perform until 30 September 2020, unless the rates and taxes are paid up.

(d) That should (b) above not been executed Messrs Owato Investment CC be refunded the sum of N$ 86 956.52 and VAT amount paid.

(e) That Erf 4108, Mondesa be sold at a closed bid sale pending the performance of Messrs Owato Investment CC.

4. Current Situation

Council passed the following decision on **29 October 2020** under item 11.1.3 for a similar application whereby the payment of rates and taxes were not made:

(a) That Council takes note of the fourth application for an extension of time by Messrs Desert Giant Group (Pty) Ltd.

(b) That Council does not approve the application by Messrs Desert Giant Group (Pty) Ltd for an extension of time to perform until 31 March 2021, since rates and taxes are not paid up.

(c) That Erf 365, Mile 4 be sold at a closed bid sale failing the performance of Messrs Desert Giant Group (Pty) Ltd by 30 October 2020 under (b) above.

Mr Shivute did not pay any of the amounts mentioned in point 2 above.

On **30 October 2020**, our Finance Department confirmed that the outstanding balance on the rates and taxes for the said erf is **N$ 39 388.22 (Annexure "B")**.

A letter dated **03 November 2020** was addressed to the purchaser to settle the outstanding rates and taxes by **30 November 2020** in order to be considered for a further extension of time.

5. **Consideration of a Fourth Period for an Extension of Time**

Mr Shivute requests an additional period until 26 February 2021 to perform. Finance Department confirmed the outstanding rates and taxes amount to N$ 39 388.22. The interest calculated until 26 February 2021 amounts to approximately **N$ 375 500.00**.

It is therefore:

RECOMMENDED:

(a) That Council takes note of the fourth application for an extension of time by Mr Shivute Alfeus Angula.

(b) That Council does not approve the application by Mr Shivute Alfeus Angula for an extension of time to perform until 26 February 2021, if the outstanding rates and taxes are not paid by 30 November 2020 (a notice dated 03 November 2020 was issued in this regard).

(c) That failure to comply with (b) above, Erf 4908, Swakopmund be sold at a closed bid sale as Mr A S Shivute was the last bidder listed.

"FOR CONSIDERATION"

General Manager: Corporate Services & HC (ng)

Annexure "A"

Ndilli Kandjengo

From: Ntabiso Mhlanga <qs2@fadevelopers.com.na>
Sent: Friday, 30 October 2020 15:48
To: Ndilli Kandjengo
Cc: 'Eddy Angula'
Subject: Erf 4901 extension 1, Mile 4

Good day

I hope you well. This email serves to notify that Mr. S.A. Angula is still interested in the subject matter erven, and kindly request to be given more time in regards with the purchasing of the erven.

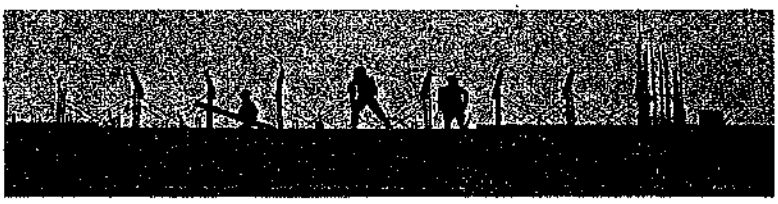
We greatly appreciate your assistance.

Regards

Ntabiso Mhlanga M.
Contracts Manager

Erf 4876 Unit B1
Ext. 10
Patrick Lungadha Street
New Industrial Area

Cell:264 817706589
Tel: 264 64 460 143
Tel: 264 64 406 821



Annexur

Ndiili Kandjengo

From: Ivonne Milinga
Sent: Friday, 30 October 2020 14:52
To: Ndiili Kandjengo
Subject: ERF 4908 SWAKOPMUND

Dear Ndill

Kindly note that the outstanding balance to date for the below account is N$ 39 388.22. The below transaction was cancelled, should the extension be granted by Council kindly avail the necessary memos for the implementation thereof.

BO080-Current Account Details

Account Number: 50490900028 OWNER SA ANGULA/CANCEL
Term-D: Stand: 001 050 00004908 00000 0
Clearance Appl.Date: Addr: 4908 EMERALD STREET
Clear Cert.Print: N Post.Add: P O BOX 7250
Sect-Title: SWAKOPMUND
Clear.Dates from:
to: 9000
ID: 74021400206 Cmplx:
Total H/O: Coll:
Deb Tp: 80 - UNDEVELOPED

202010 PENDING / UNALLOCATED Receipts 0.00

Option	Trn/Date	Text	Reference	Tariff	Debit	Cr
Option	20200922	BALANCE B/F				
Option	20201016	VA RATES GR	0000000000	VA0101		
Option		TOTAL				
Option			CURRENT	BAL:		
Option		CASH UNTIL-	20201030			
Option						
Option						
Option						
Option						
Option						

No-Dep: No-Notes: 9 No-Ext/Arr: Du

Ivonne Milinga | Accountant: Admin & Property | Finance | 4310

11.1.19 SALE OF ERVEN ZONED "*GENERAL RESIDENTIAL*"
① *EXTENSION 1, MILE 4*
② *EXTENSION 14*
(C/M 2021/01/28 - N 7/3/2/2; E 342 M4, E 343 M4, E 366 M4, E 367 M4 & E 368 M4; E 4908, E 4909 & E 4910)

ANNEXURE "C"

RESOLVED:

(a) **That points (b) until (i) of Council's decision passed on 28 March 2019 under item 11.1.4 be repealed (see Annexure "B") "on file".**

(b) **That the following 4 erven zoned "*General Residential*" located in Extension 1, Mile 4 and Extension 14, Swakopmund be sold out of hand:**

	Erf #	*Size*	*Purchase Price Calculated at N$950.00/m²*
1	*366*	*3 406*	*3 235 700.00*
2	*367*	*3 829*	*3 637 550.00*
3	*4909*	*5 141*	*4 883 950.00*
4	*4910*	*4 119*	*3 913 050.00*

(c) **That applications for these erven only be accepted after publication of the public notice to this effect in terms of section 63 of the Local Authorities Act (of which submission of objections forms part).**

(d) **That allocation be done to the first applicant who secures the purchase price by bank guarantee or electronic fund transfer to reflect as available funds on Council's bank account.**

(e) **That the erven be allocated on the basis of 1 erf per person / entity (a person may not purchase an erf in his / her personal name as well as in an entity in which he / she holds an interest). Married couples be regarded as one entity irrespective of the marital regime.**

(f) **That prior to signing deeds of sale, approval be obtained from the Ministry of Urban and Rural Development in terms of section 63 of the Local Authorities Act irrespective whether objections are received.**

(g) **That the purchasers be cautioned that due to point (f) above the transactions might not be approved and / or may be subject to lengthy delays.**

(h) **That should the sale of the above 4 erven prove successful, Council's resolution passed on 22 February 2018 under item 11.1.16 be repealed and the following 2 erven be sold accordingly:**

Erf	*Size*
342	*3 012*
368	*2 759*

11.1.16 **PRIVATE TREATY TRANSACTIONS APPROVED ON 28 MARCH 2018:**
① CANCELLATION OF ERF 365, MILE 4 - NAMIBIA DESERT GIANT GROUP PTY LTD
② DUE DATE OF ERF 406, MILE 4 - TRECON (PTY) LTD
(C/M 2021/04/29 - M4 E 365 & 406)

Special Management Committee Meeting of **21 April 2021**, Addendum **5.3** page **22** refers.

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

1. **Introduction**

The purpose of this submission is for Council to consider the cancellation of Erf 365, Extension 1, Mile 4 to Desert Giant Group (Pty) Ltd due to non-performance.

On **29 October 2020**, Council under item 11.1.3 Council approved the latest extension of time to perform for Desert Giant Group (Pty) Ltd:

(a) That Council approves the application by Messrs Desert Giant Group (Pty) Ltd for an extension of time to perform until 31 March 2021, although rates and taxes are not paid up.

(b) That Erf 365, Mile 4 be sold at a closed bid sale failing the performance of Messrs Desert Giant Group (Pty) Ltd by 31 March 2021 under (a) above.

The purchaser was informed of the above decision in writing on **20 November 2020**. No further correspondence or applications were received from the purchaser, neither was any efforts made to secure the purchase price or arrange for payment of the outstanding rates and taxes.

On **27 April 2017** Council approved the following two private treaty sales for erven located in Extension 1, Mile 4:

Erf #	*Item #*	*Entity*	*Extended Due Date*
Erf 365	*11.1.35*	*Namibia Desert Giant Group (Pty) Ltd*	*31 Mar 2021*
Erf 406	*11.1.31*	*Namibia Trecon Development (Pty) Ltd*	*30 Sep 2021*

*The transaction of **Namibia Desert Giant Group (Pty) Ltd** is the subject of this submission.*

2. **Background**

Council sold Erf 365, Mile 4 by private treaty to Namibia Desert Giant Group (Pty) Ltd in terms of the decisions passed on **27 April 2017** under item 11.1.35 and **28 March 2018** under item 11.1.24. The date of sale was **01 June 2018** and the initial date to secure the purchase price was 01 October 2018.

Before the due date, Messrs Namibia Desert Giant Group (Pty) Ltd requested an extension of time to perform and Council on **25 October 2018** under 11.1.17 granted permission to extend the period until **31 March 2019** with interest payable, calculated as from the initial sale agreement date of **01 June 2018**.

An application for a further extension of time was received and Council on **25 April 2019** under item 11.1.17 granted permission for a second extension of time to secure the purchase price until **30 November 2019**. The purchaser at the time indicated that they require an additional 10 months in order to allow time for the funders to finalise the process.

On **29 November 2019**, another application for an extension of time was received from Messrs Desert Giant (Pty) Ltd. At the time, the purchaser requested in their letter that Council grant them a last extension of time. The applicant indicated that they had already approached the Development Bank of Namibia (DBN) and that they expected DBN to finalize the funding process by May 2020. On **30 January 2020**, Council under item 11.1.6 granted a third extension of time to secure purchase price until 31 August 2020.

On **28 August 2020**, a further additional period of six months was applied for until March 2021. They have indicated that they expected their funding to be completed by November 2020.

Summarized, the extensions of time granted by Council to secure the purchase price:

① *On **25 October 2018**, under item 11.1.17 Council approved the **1st extension** of time until 31 March 2019.*

② *On **25 April 2019**, under 11.1.17 Council approved the **2nd extension** of time until 30 November 2019. It was resolved that if the purchase price should not be secured by 30 November 2019, no further extensions will be granted. It was also resolved that the purchaser submits proof of attempts to obtain funding.*

③ *On **30 January 2020**, Council approved a **3rd extension** of time until 31 August 2020.*

④ *On **29 October** 2020, Council approved a **4th extension** of time until 31 March 2021.*

To date, the following amount is outstanding:

Purchase price of	*N$ 7 419 225.00*
15% VAT of	*N$ 1 112 883.75*
Interest	*N$ 2 206 863.72 (until 31 March 2021)*
Rates and taxes of	*N$ 403 135.62*
Total:	***N$ 11 142 108.10***

3. **Current Situation**

3.1 Messrs Desert Giant Group (Pty) Ltd did not pay any of the amounts mentioned in point 2 above. This transaction is pending from **01 October 2018** (the first due date to perform).

On **12 April 2021**, our Finance Department confirmed that the outstanding balance on the rates and taxes for the said erf is **N$403 135.62** (**Annexure "A"**).

The interest calculated until **31 March 2021** amounts to approximately **N$ 2 206 863.72**.

It is therefore recommended that Erf 365, Mile 4 be cancelled and be sold by closed bid sale in future once the market recovered. A valuation was received from The Trust & Estate Co (Pty) Ltd on **05 November 2020** indicating the market value of the erf as N$6 300 000.00 and a reasonable upset price as N$3 500 000.00 (**N$390.00/m²**).

During 2017 the cost for installation of services plus a provision for the payment of interest by Council to the financier calculated until **30 June 2018** amounted to approximately **N$233.67/m²**.

3.2 The due date for Erf 406, Mile 4 allocated to Messrs Trecon Development (Pty) Ltd is **30 September 2021**. It is proposed that if the said purchaser fails to perform by the said date, the two erven be published for a closed bid sale.

A map indicating the location of these two erven is attached as **Annexure "B"**.

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

RECOMMENDED:

(a) That Council confirms its decision passed on 29 October 2020 under item 11.1.3 point (a) and cancel the sale of Erf 365, Mile 4 allocated to Namibia Desert Giant Group (Pty) Ltd.

(b) That the Finance Department recovers the outstanding rates and taxes from Desert Giant Group (Pty) Ltd.

(c) That Erf 365, Mile 4 be sold in future at an upset price of N$3 500 000.00.

(d) That should the purchaser (Trecon Development (Pty) Ltd) of Erf 406, Mile 4 not perform by 30 September 2021 the transaction be submitted to Council for consideration of the cancellation and be sold together with Erf 365, Mile 4 at a closed bid sale.

ANNEXURE "A"

Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

NAMIBIA DESERT GIANT GROUP (PTY) LTD
P O BOX 12
SWAKOPMUND
9000

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2021/03/18
Account Number	57036500015
Reference	20210319-17085
Deposit	

Details/Meter Readings		
Previous	Present	Consumption

Meter Readings Dates	
Previous	Current

Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
02/17	BALANCE B/FWD		0.00	393645.08	393645.08
03/18	VA RATES GENERAL	NAS	0.00	9112.84	9112.84
03/18	SE AVAILABILITY DOM	ZER	0.00	182.00	182.00
03/18	RF AVAILABILITY DOM	ZER	0.00	92.00	92.00
03/18	SU FIRE BRIGADE SERV - RES	EXP	0.00	2.00	2.00
03/18	SU CLEANING SERV	EXP	0.00	16.00	16.00
03/18	DISPOSAL FEES DOM	EXP	0.00	6.00	6.00
03/18	RA AVAILABILITY DOM	ZER	0.00	79.70	79.70
Total			0.00	403135.62	403135.62

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	374664.00	9490.54	9490.54	9490.54	403135.62

MESSAGE

PLEASE NOTE: ACCOUNTS ARE PAYABLE ON OR BEFORE 7 APRIL 2021.

Property Information			
Stand No.	00000365	Ward	1
Township	001 057 MILE 4		
Street Address			
Portion	00000		
Area	8993		
Unit	001/057/00000365/00000/0000/0000		

Details of Property Assessment	
Valuation	
Land	Improvements
5850000.00	
Building Clause	
Valuation	Date
Annual Levy	

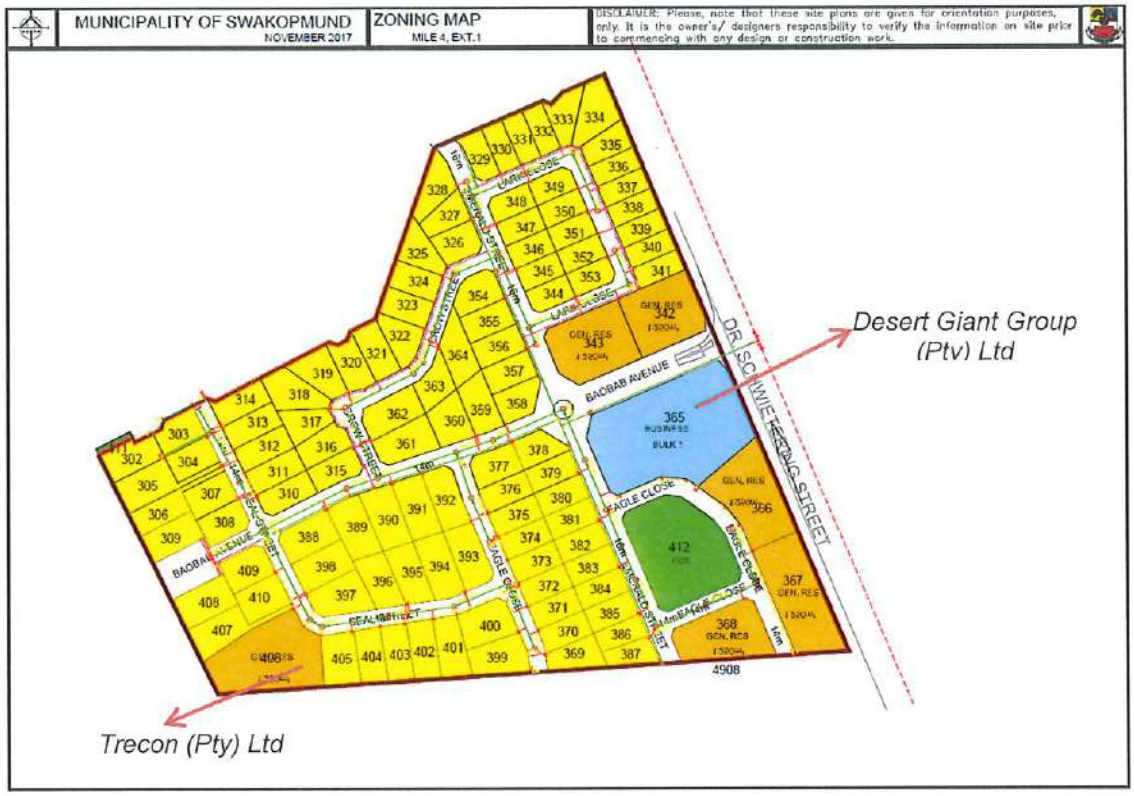
KINDLY TEAR OFF AND RETURN WITH PAYMENT

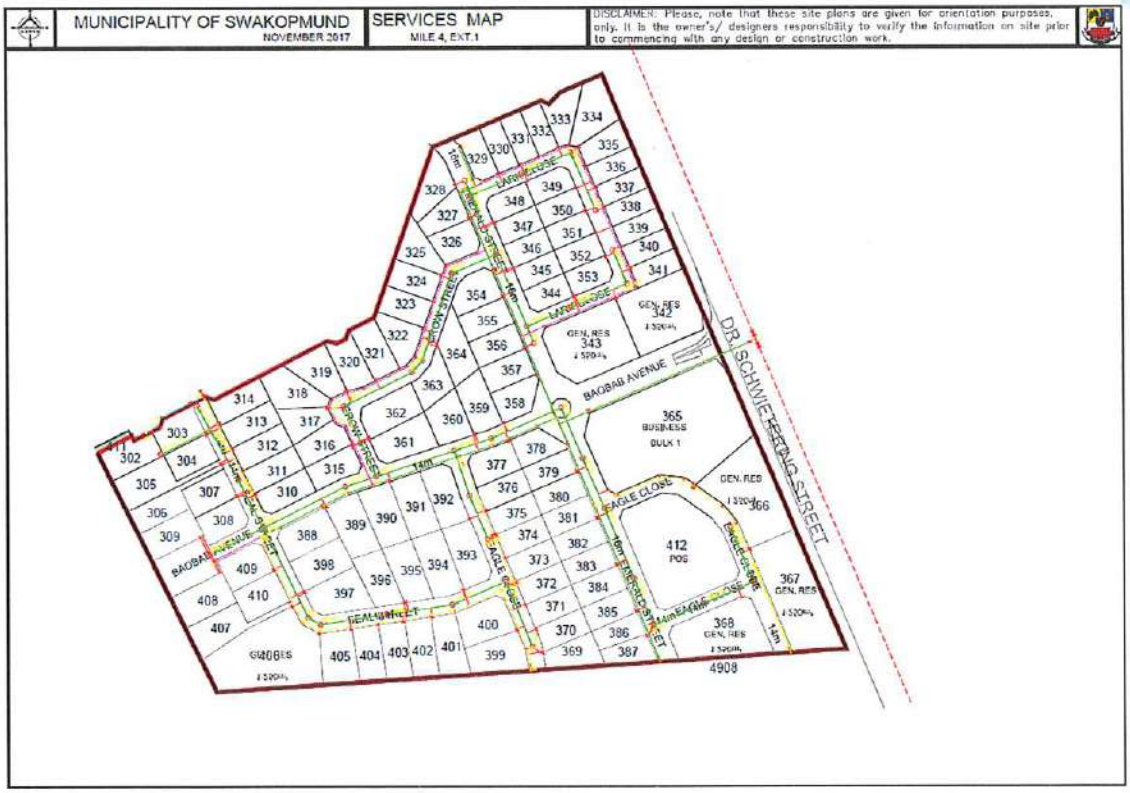
Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2021/04/07
NAMIBIA DESERT GIAN	Account No.	57036500015
REMITTANCE ADVICE	Amount	403135.62

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519140
E-Mail for confirmation: payments@swkmun.com.na

ANNEXURE "B"


MUNICIPALITY OF SWAKOPMUND
NOVEMBER 2017
ZONING MAP
MILE 4, EXT.1
DISCLAIMER: Please, note that these site plans are given for orientation purposes, only. It is the owner's/ designers responsibility to verify the information on site prior to commencing with any design or construction work.
Desert Giant Group (Ptv) Ltd
Trecon (Pty) Ltd
DR. SCHWIETERING STREET
BAOBAB AVENUE
EAGLE CLOSE
GEAL STREET
365
BUSINESS
BULK 1
412
POS
4908


MUNICIPALITY OF SWAKOPMUND
NOVEMBER 2017
SERVICES MAP
MILE 4, EXT.1
DISCLAIMER: Please, note that these site plans are given for orientation purposes, only. It is the owner's/ designers responsibility to verify the information on site prior to commencing with any design or construction work.
DR. SCHWIETERING STREET
BAOBAB AVENUE
EAGLE CLOSE
GEAL STREET
365
BUSINESS
BULK 1
412
POS
4908

11.1.17 **SUBDIVISION OF THE REMAINDER OF FARM 163, SWAKOPMUND INTO PORTION X AND REMAINDER AND SUBSEQUENT REZONING OF PORTION X FROM "*UNDETERMINED*" TO "*SPECIAL*" FOR A DRY PORT**
(C/M 2021/04/29 - 16/1/4//1/6)

Special Management Committee Meeting of **21 April 2021**, Addendum **5.4** page **27** refers.

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

1. **Purpose**

The purpose of this submission is for Council to consider the application for the subdivision of the Remainder of Farm 163 Swakopmund Town and Townlands into Portion X and Remainder and subsequent rezoning of newly created Portion X (a portion of the Remainder of Farm 163 Swakopmund) from "*Undetermined*" to "*Special*" for the purpose of a dry port that will be used for industrial bulk storage of goods, vehicles, fuel, oil, mining explosives and ancillary buildings in terms of the Swakopmund Zoning Scheme and Section 105 (a) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) and its Regulations.

2. **Introduction and Background**

An application was received from Stewart Planning Town and Regional Planners on behalf of Ecobond Services Namibia CC for the subdivision of the Remainder of Farm 163 Swakopmund into Portion X and Remainder and subsequent rezoning of newly created Portion X (a portion of the Remainder of Farm 163 Swakopmund) from "*Undetermined*" to "*Special*" for a dry port.

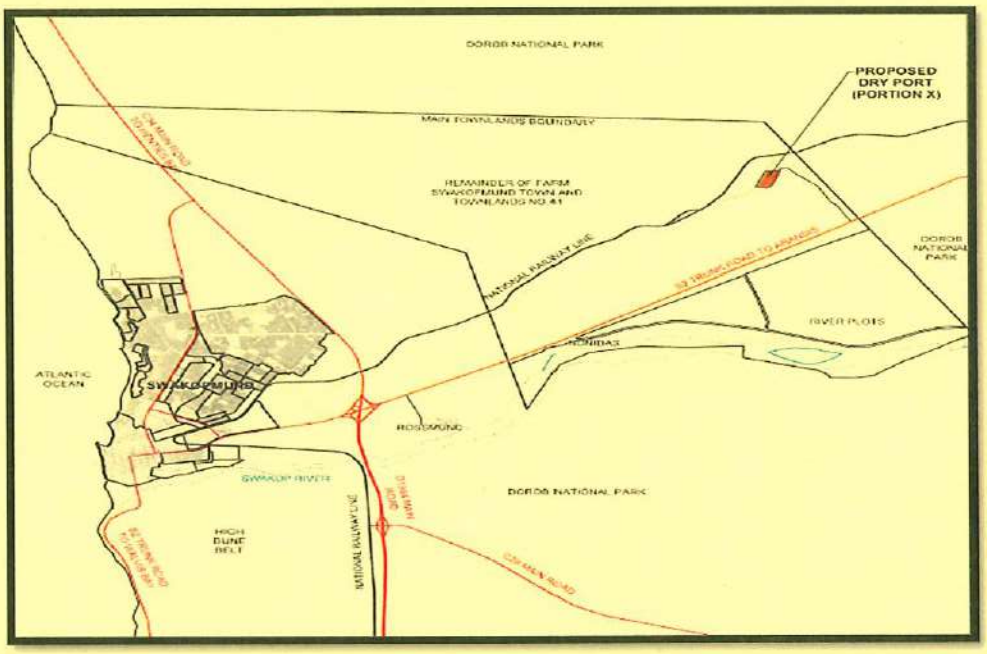
In February 2020 at its ordinary Council meeting, Council approved the application to purchase a 20Ha portion of land by Ecobond Namibia for the development of a dry port and related buildings. Subject to that approval, the applicant was required to undertake the statutory processes such as subdivision and rezoning within 24 months, including obtaining an environmental clearance certificate. The application has been attached as **Annexure 1**.

3. **Ownership**

The Remainder of Farm 163, Swakopmund is currently owned by the Municipality of Swakopmund. Council however intends to sell a portion of the Remainder of Farm 163 Swakopmund, measuring 20 Hectares to Ecobond Services Namibia. As part of the conditions of sale, Ecobond Services Namibia was requested by Council to complete the statutory processes at own costs, hence the application. See attached approval letter for the sale as well as the approval letter from the MURD for Council to proceed with the sale of the application.

4. Locality, Zoning and Size

Portion X, a portion of the Remainder of the Farm 163, Swakopmund is located approximately 18km outside of Swakopmund, north of the B2 Trunk Road and is located approximately 60km from the Walvis Bay harbour. The site is located close to the edge of the townland's boundary, (within the local authority area of Swakopmund). Portion X (a portion of the Remainder of the Farm 163, Swakopmund) is approximately 20 Hectares in extent and is undeveloped. The applicant appointed a land surveyor to do a preliminary survey of the area. The diagram is attached as part of the application as **Annexure B**. Locality plans are attached as **Annexure C**. A locality plan has also been provided below for ease of reference.



Locality Plan

5. Access

Access to the site is proposed to be obtained via a 20-meter-wide right of way servitude that is to be registered against the Remainder of Farm 163, Swakopmund that links the dry port to the B2 Trunk Road. The aforementioned right of way servitude is a condition and requirement by Council as pointed out in section number (i) (i) of Council's Resolution dated **03 March 2020**. The applicant will obtain the necessary permission from Roads Authority and Trans Namib. The need for approval from Trans Namib stems from the desire of the applicant to propose a 30-meter railway siding to be located along portion X.

6. Discussion

It is the intention of the applicant to use Portion X (a portion of the remainder of Farm 163, Swakopmund) once rezoned, for a dry port to

accommodate activities such as the industrial bulk storage of goods, vehicles, fuel, oil, mining explosives and ancillary buildings.

The applicant has motivated that international shipping from the port of Walvis Bay is expected to grow in the foreseeable future with increasing imports and exports not only from Namibia but from neighbouring landlocked countries and to some extent, South Africa. Furthermore, the need to establish the dry port stems from an effort to reduce "traffic congestion" in the Port of Walvis Bay. The applicant additionally illustrated that the proposed site is desirable to be used as a dry port due to its geographical status, potential access as well as the creation of opportunity to reduce traffic congestion.

The dry port is said to have economic, environmental as well as social benefits. According to the applicant, the proposed dry port will amongst other listed benefits, help improve supply chain management and will shift the distribution function of the port of Walvis Bay which has capacity constraints. Additionally, the proposed port is foreseen to reduce road congestion and greenhouse gas emissions through a modal shift from road to rail and amongst further benefits, will help create employment opportunities during construction and operation.

6.1 Proposed Subdivision and Rezoning

The proposed subdivision of the Remainder of Farm 163, Swakopmund into Portion X and Remainder will have the following effect:

Portion No.	***Area***	***Proposed Zoning***
Portion X	*20.00 Ha*	*Special Use*
Remainder of Farm 163, Swakopmund	*9380.7830 Ha*	*Undetermined*
TOTAL	***9400.7830 Ha***	-

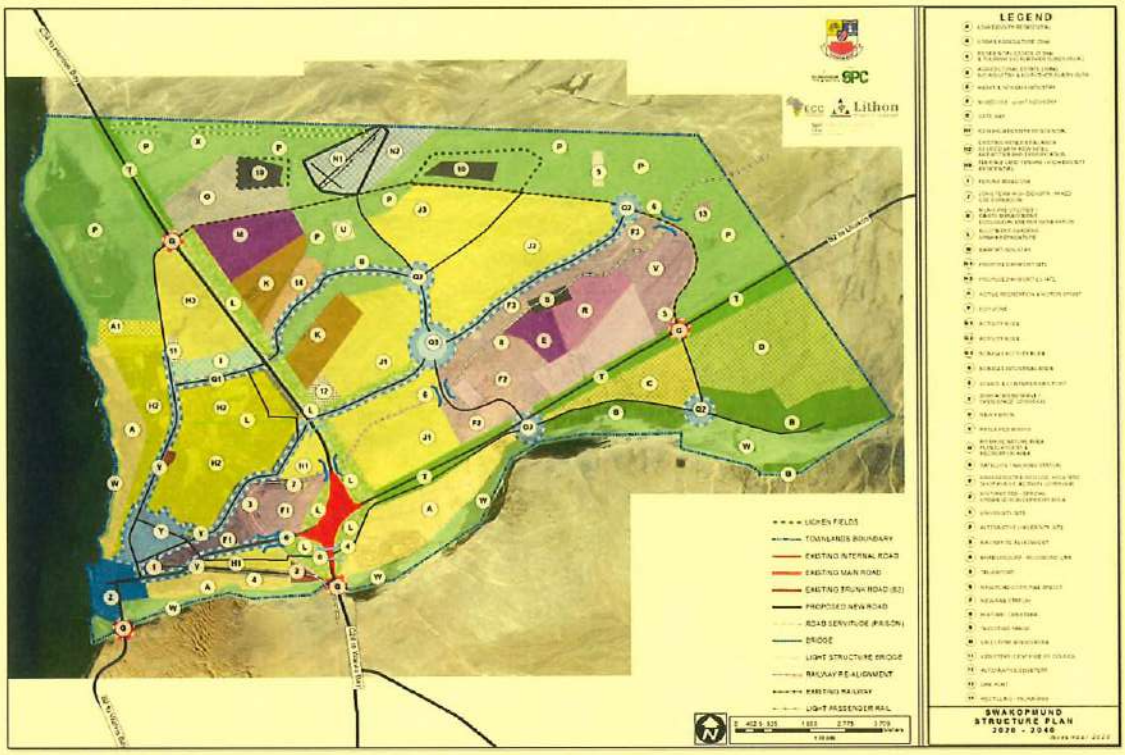
Subsequent to the subdivision, newly created Portion X will be rezoned from "*Undetermined*" to "*Special*" for the establishment of a dry port that will accommodate industrial bulk storage of goods, vehicles, fuel, oil, mining explosives for a dry port and ancillary buildings such as offices, warehouses, a service station, restaurant, a carport, container terminal and ablution facilities for shift workers or security guards only.

6.2 Compliance with Policy and Legislation

6.2.1 Swakopmund Structure Plan

In terms of the Swakopmund Structure Plan, the area for the proposed dry port falls within the Eco-zone marked as **"P"** on the overall structure plan map (**Attached** as **Annexure 2**). According to the structure plan, the Eco Zone (**Marked "P"**), is to be preserved as it is either sensitive or of natural significance. This zone is made up of areas such the Beach; River; Bird areas; Lichen fields and areas that should be maintained such as the 200m green corridor along the B2 into town. The Structure Plan however makes

provision for the dry port to be accommodated in zone P under point 13 as depicted in the map below.



Location of the dry port at point 13 of the Structure Plan Map

Due to the fact that the proposed dry port will be used for industrial bulk storage of goods, vehicles, fuel, oil, mining explosives and ancillary buildings, environmental clearance will be required as "*Storage Activities*" is a listed activity and the proposed dry port is foreseen to store "*fuel, oil and mining explosive*" which will impact the natural environment. The applicant will therefore be required to undertake the Environmental Impact Assessment.

7. **Public Consultation and Notification Procedure**

Notice was given in terms of Section 10 (1) and (2) of the Urban and Regional Planning regulations. The Government Gazette notice was placed on the **15th February 2021** and notices were place in the Namibian and Republikein Newspapers on the **9th & 16th February 2021**, both have been attached as **Annexure 2.**

it is important to note that written notification from neighbouring property owners were not requested nor was a notice placed on the site in terms of Regulations 10 (4) & 12 (a) as the site is unoccupied and secluded from the rest of the town and ownership of the land vests with Council, who have given their consent. Additionally, Stewart Planning Consultants made the application available on their website at www.sp.com/projects for the general public to give their comments if any. The notice was also placed on the notice board of the municipality.

8. **Conclusion**

The proposed subdivision of the Remainder of Farm 163, Swakopmund into Portion X and Remainder and subsequent rezoning of Portion X from "*Undetermined*" to "*Special*" for a dry port is in line with Swakopmund Structure Plan 2020 - 2040, and should be supported.

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

RECOMMENDED:

(a) That the Subdivision of the Remainder of Farm 163, Swakopmund into Portion X and Remainder be approved.

(b) That Portion X (a portion of the Remainder of Farm 163, Swakopmund) be rezoned from "*Undetermined*" to "*Special*" for the purpose of a dry port for industrial bulk storage of:

- ***Goods,***
- ***Vehicles,***
- ***Fuel,***
- ***Oil,***
- ***Mining explosives, and***
- ***Ancillary buildings.***

(c) That the applicant obtains an Environmental Clearance Certificate in terms of the Environmental Management Act of 2007; before any construction activity for the storage facility of the aforesaid activities.

(d) That a twenty (20) metres wide *Right of Way* servitude be registered against the Remainder of Farm 163, Swakopmund.

(e) That the final position of the *Right of Way* servitude be determined in consultation with the General Manager: Engineering and Planning Services.

STEWART PLANNING
TOWN & REGIONAL PLANNERS

ANNEXURE 1

First Floor CLA Building
84 Theo Ben Gurirab Street
Walvis Bay

P.O. Box 2095
Tel: (064) 280 770
Email: otto@sp.com.na

Reference: Dry Port

5 February 2021

DRY PORT: SUBDIVISION AND REZONING APPLICATION

- Subdivision of the Remainder of Farm Swakopmund Town and Townlands No.41 into Portion X (20 Hectares) and the Remainder; and
- Rezoning of Portion X from "Undetermined" to "Special Use" for industrial bulk storage for a dry port.

Submission to:

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

Prepared for:

Ecobond Services Namibia CC
Registration Number: CC/2011/00798
P.O. Box 35087
Pionierspark
Windhoek
10023
Namibia

Prepared by:

Stewart Planning – Town & Regional Planners
First Floor CLA Building
84 Theo Ben Gurirab Avenue
P.O. Box 2095
Walvis Bay
13013
Namibia

Contents

Attachments:

Annexure A:	Local Authority sale approval
Annexure B:	Preliminary diagram
Annexure C:	Locality, subdivision and zoning plans
Annexure D:	Conditions to be registered
Annexure E:	Power of Attorney/CC Resolution
Annexure F:	Amended Founding Statement

Contact Information

The following contact information is provided should the reader of this report want to contact the relevant stakeholders involved in this project. All written objections should be sent to the CEO of the Local Authority and Stewart Planning.

Local Authority

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

swkmun@swkmun.com.na

All correspondence must be addressed to the Chief Executive Officer. Hand deliveries can be made directly to the Office of the Chief Executive Officer on the first floor at the Swakopmund Municipal Office Building in Rakotoka Street. Letters must be duly signed and should reflect the return postal or email address and telephone number.

Manager: Town Planning
Mr. J.T. Heita
jheita@swkmun.com.na
+264 64 410 4403

Applicant/Developer:

Mr Elia Chikwata Tapalo
Ecobond Services Namibia CC
P.O. Box 35087
Pionierspark
Windhoek

Consulting Town Planner:

Stewart Planning – Town & Regional Planners
Johann Otto
otto@sp.com.na
+264 64 280 773

Bruce Stewart
bruce@sp.com.na
+264 64 280 770

1. Introduction

Stewart Planning intends to apply on behalf Ecobond Services Namibia CC (the applicant) for the subdivision and rezoning of the Remainder of Farm Swakopmund Town and Townlands No.41 for the establishment of a dry port on 20 hectares of land.

This application is submitted to the Local Authority following procedures as prescribed by the Urban and Regional Planning Act of 2018 and its Regulations. The report is made publicly available to allow interested and affected parties to lodge their concerns and/or objections against the proposed application. Please read Section 8 on page 16 to learn in which manner objections should be lodged.

The purpose of this application is to obtain approval from the Local Authority for the following:

[1] Subdivision of the Remainder of Farm Swakopmund Town and Townlands No.41 (zoned "Undetermined") into Portion X (20 Hectares) and the Remainder of Farm Swakopmund Town and Townlands No.41 in terms of Section 105(e) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) and its Regulations.

[2] Registration of a 20 meter wide right-of-way servitude against the Remainder of Farm Swakopmund Town and Townlands No.41 in favour of Portion X for access purposes as indicated on subdivision plan PTN-X-SP dated 3 February 2021.

[3] Rezoning of Portion X (a portion of the Remainder of Farm Swakopmund Town and Townlands No.41) from "Undetermined" to "Special Use" for industrial bulk storage of goods, vehicles, fuel, oil, mining explosives for a dry port and ancillary buildings in terms of the Swakopmund Zoning Scheme and Section 105(a) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) and its Regulations.

The following report will provide the locality and background information of the proposed application for further consideration. The application is also evaluated in terms of relevant legislation and policy.

2. Development Proposal

Mr Elia Chikwata Tapalo, the sole member of Ecobond Services Namibia CC (the applicant), intends to purchase 20 hectares of land from the Municipality of Swakopmund for the development of a dry port.

A dry port is an inland intermodal terminal directly connected by road and/or rail to a seaport, operating as a centre for the transhipment of sea cargo to inland destinations. It is a secure location for the handling, temporary storage, inspection and customs clearance of bulk cargo moving in international trade. It serves to complement the activities of the port of Walvis Bay which is often congested by trucks waiting in long queues for entry and exit.

Bulk cargo will include, but not limited to, bulk raw material, general chemicals, goods and products, vehicles, fuel and oil, and mining explosives. The proposed dry port aims to help alleviate traffic congestion in Walvis Bay by moving logistical activities outside Swakopmund.

The proposed dry port will be situated about 18 kilometres outside Swakopmund and about 60km from the port of Walvis Bay. It will have access to railway and road to allow for the interchange of bulk cargo.

The applicant applied to purchase the land on 1 August 2019 which was approved by the Swakopmund Council on 27 February 2020 under item 11.1.2 and the Ministry of Urban and Rural Development on 29 September 2020 **(Annexure A)**.

The proposed sale requires the subdivision and rezoning of land to create the necessary land parcel for the dry port. Therefore, the applicant intends to proceed with the necessary town planning requirements on behalf of the Municipality of Swakopmund which is the current landowner.

The following image illustrates the facilities of the dry port but at a much larger scale of about 190 hectares of land (instead of 20 hectares as approved by the Council):

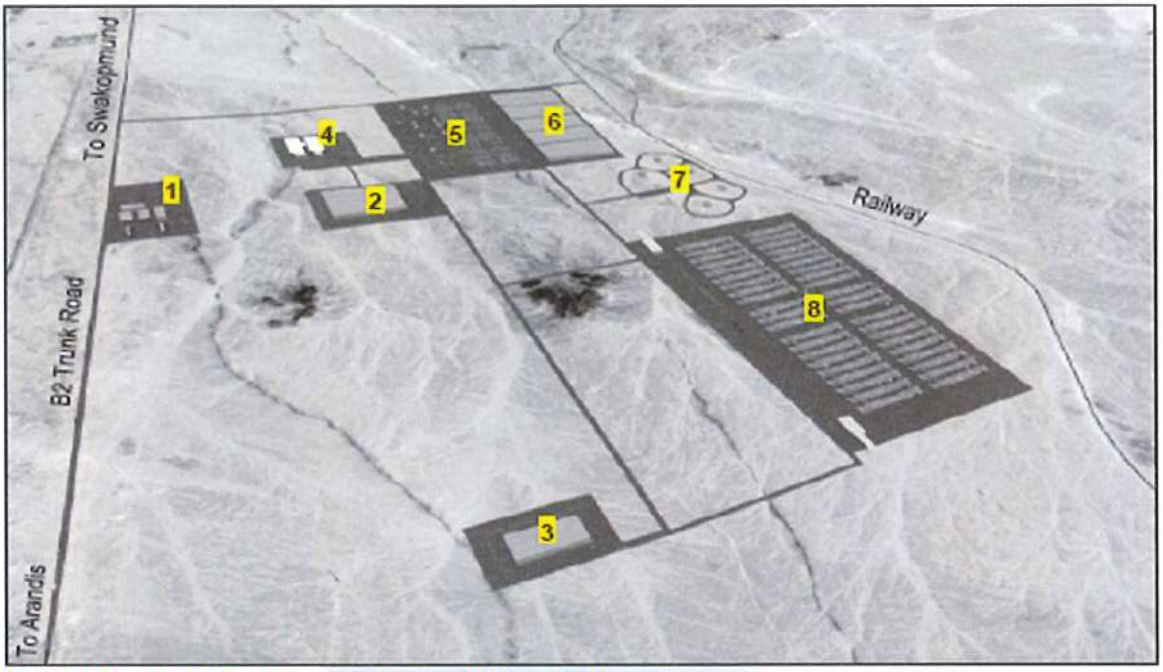


Figure 1: Overall development proposal (Credit: IDG Architects).

The overall development will comprise of the following land uses as denoted in Figure 1.

1. Service station, retail and restaurant;
2. Cold storage warehouse;
3. Mining explosive magazine;
4. Administrative and office building;
5. Outdoor imported carport yard;
6. Indoor imported carport yard;
7. Bulk oil storage magazine;
8. Container terminal.

The overall development proposal will use approximately 190 hectares of land which will be developed in several phases. The first phase of the project will start with a 20-hectare site which will contain a scaled-down dry port.

3. Site Description

3.1. Locality

The site identified is an unsurveyed and unserviced 20-hectare portion situated about 18 km outside Swakopmund, north of the B2 Trunk Road as indicated in Figure 2 and Figure 3.

Figure 2: Locality of the proposed site for the dry port.

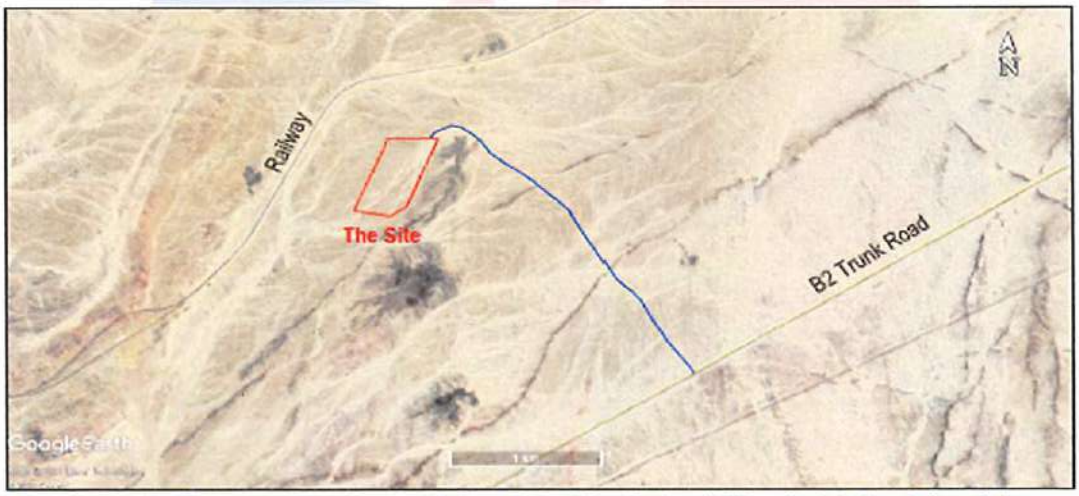


Figure 3: The site will be accessible via an existing gravel road (blue line) and will be situated close to the existing railway network.

Figure 4: Approximate boundaries (red) for the proposed dry port.

The site is situated close to the edge of the townlands boundary and within the jurisdiction of the Local Authority of Swakopmund.

The Local Authority has also identified a potential truck port in close vicinity to the site which can complement the activities of the dry port. The site is zoned "Undetermined" in terms of the Swakopmund Zoning Scheme for the allocation of future land uses. Therefore, the site needs to be rezoned to a suitable zoning to permit the various dry port facilities.

Application has already been made to purchase the land from the Local Authority which has received approval from the Swakopmund Council and Ministry of Urban and Rural Development (**Annexure A**). Therefore, the Local Authority has made an in-principle approval for the allocation of the site to Ecobond Services Namibia CC for the establishment of a dry port.

The purpose of this application is to entrench those land-use rights for the applicant and to facilitate the transfer of the land.

3.2. Access

The site is strategically located between the B2 Trunk Road and the railway which will provide suitable road and railway access. The applicant will ensure the development of an access road which will connect to the B2 Trunk Road for the access of ordinary vehicles and trucks. In addition, the applicant will ensure the provision of a suitable railway siding to obtain safe access to the railway.

It is recommended that a 20-meter wide right of way servitude be registered against the Remainder of Farm Swakopmund Town and Townlands No.1 to create an access road between the proposed dry port and B2 Trunk Road.

The necessary permission from the Roads Authority and TransNamib for access will be obtained.

3.3. Ownership

The Remainder of Farm Swakopmund Town and Townlands No.41 is currently owned by the Municipality of Swakopmund who intends to sell a 20-hectare portion to the applicant. As part of

the conditions of sale, the Municipality of Swakopmund requested that Ecobond Services Namibia CC attends to the statutory planning applications which is the subdivision and rezoning, at their own cost.

4. Need and demand

The applicant has identified a need and demand to establish a dry port outside Swakopmund. This will potentially reduce traffic congestion in the port of Walvis Bay by moving intermodal logistics outside and away from the congested harbour.

International shipping from the port of Walvis Bay is expected to grow in the foreseeable future with increasing imports and exports not only for Namibia but for landlocked countries such as Botswana and Zambia. The port of Walvis Bay is the gateway to these countries and to some extent South Africa as well.

A dry port has several economic, environmental and social benefits as summarised below:

Economic Benefits

- ✓ Dry ports can help bring economic growth and development to Namibia and add value to the port of Walvis Bay by reducing congestion. Traffic congestion can result in a loss of competitiveness and GDP.
- ✓ It can help improve supply chain management, a decrease in queuing time and reduced transportation and accommodation costs for trucking companies.
- ✓ It shifts the distribution function of the port of Walvis Bay which has capacity constraints.

Environmental Benefits

- ✓ Reduced greenhouse gas emissions through a modal shift from road to rail. Trains are far more energy-efficient than trucks and can move heavier loads over the same distance but at a reduced CO2 emission rate (ESCAP, 2011 & Palmer, 2014).
- ✓ Modal shift to a more efficient and sustainable mode of transport.
- ✓ Reduced road congestion if more goods are transported by train, then it effectively reduces trucks on the Walvis Bay-Ndola-Lubumbashi Development Road (previously Trans-Caprivi Highway) and other corridors.

Social Benefits

- ✓ Less road traffic can reduce vehicle accidents and the loss of life.
- ✓ Long queues at the Walvis Bay port could lead to anxiety and frustration among truck drivers. A dry port can reduce waiting times and help improve quality of life.
- ✓ The project will help create employment opportunities during construction and operation.
- ✓ The dry port will not be visible or an eye-sore from the B2 Trunk Road.
- ✓ Swakopmund residents will have the peace of mind knowing that mining explosives will be stored at a safe distance in accordance with the Explosives Act No. 26 of 1956 and the Explosive Regulations.

In conclusion, the benefits of a dry port motivate the need and demand for such a facility outside Swakopmund.

5. Desirability of the site

The site is undeveloped and has a gradual slope which is suitable for the development of a dry port. There is also the potential for expansion should the need arise in the future. The size of the site is also suitable in supporting on-site activities and the provision of a railway siding.

The location in relation to the B2 Trunk Road and the railway also makes the site desirable for its potential access. The different modes of transport will greatly benefit a logistical hub such as a dry port where bulk goods can be interchanged from road to rail and vice versa.

Furthermore, the site is situated about 18 kilometres outside Swakopmund and about 60 kilometres from the Walvis Bay harbour. Therefore the logistical activities of the dry port will not congest the urban areas. Instead, it will help reduce traffic congestion, especially in the industrial town of Walvis Bay

In conclusion, the site is desirable to be used for a dry port in terms of its geographical status, potential access, and opportunity to reduce traffic congestion.

6. Town Planning Requirements

It is necessary to comply with statutory town planning procedures such as subdivision and rezoning to create the necessary land parcel for the proposed development as described in the section below.

6.1. Proposed Subdivision

The Remainder of Farm Swakopmund Town and Townlands No.41 is a large land parcel measuring approximately 9400.7830 hectares in extent vide Plan G.78 (See Figure 5).

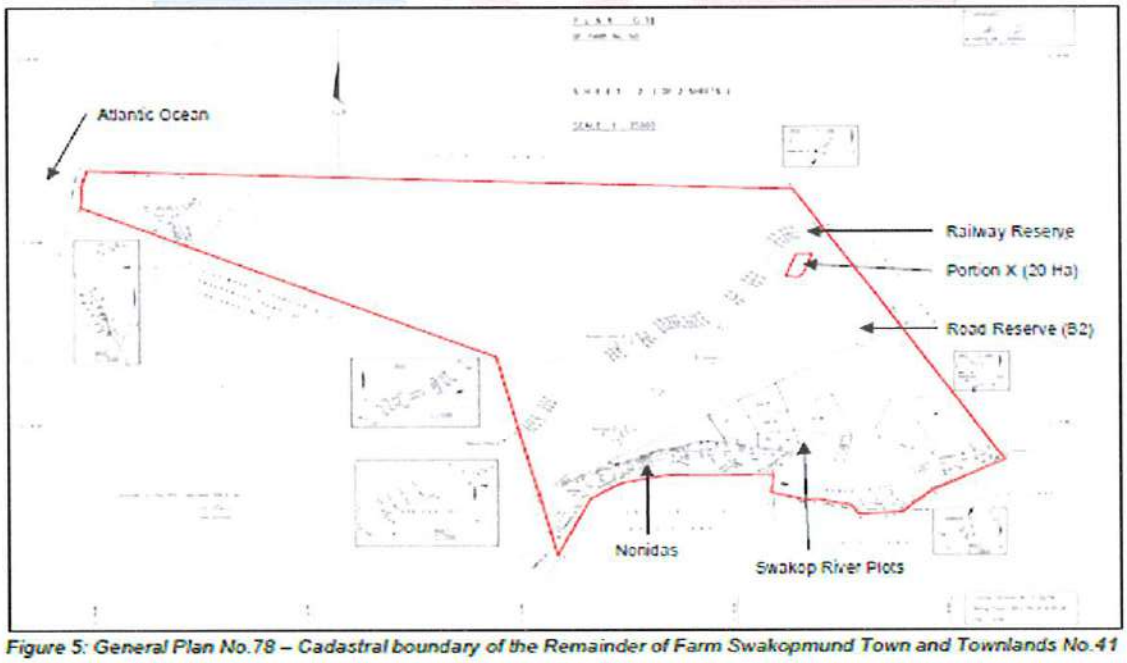


Figure 5: General Plan No.78 – Cadastral boundary of the Remainder of Farm Swakopmund Town and Townlands No.41

It stretches from the highwater mark of the Atlantic Ocean about 16.5km east and then 8.6km southeast towards the bank of the Swakop River. The land parcel contains several subdivided river plots such as Nonidas and several servitudes/reserves for powerlines, the road and railway.

The Council has approved to sell 20 hectares of land to the applicant which is represented by Portion X. It is necessary to subdivide to create a separate land parcel for the dry port that can be alienated to the applicant.

The applicant has appointed a professional land surveyor (Mr NJ Hangula) to undertake a preliminary survey of Portion X (**Annexure B**). The latest contour data was also obtained from the Municipality of Swakopmund to compile a subdivision sketch as indicated in Figure 6 (**Annexure C**).

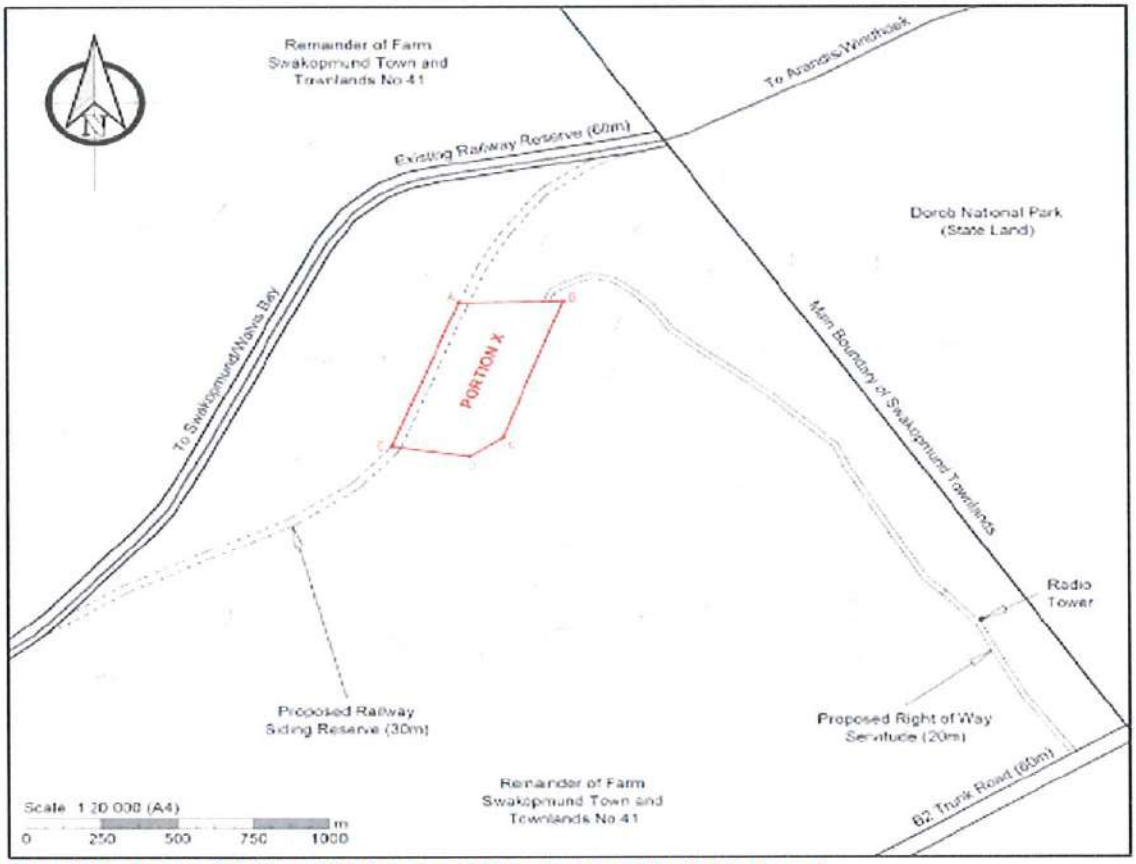


Figure 6: Proposed subdivision, right of way servitude and railway siding for the dry port.

Portion X located on a gradual slope adjacent to a small hill but at least 500 metres away from the existing railway line. This is to ensure a safe buffer distance for the mining explosives magazine.

The number of land parcels, area and proposed zoning are indicated in Table 1.

Table 1: Land parcel, area and proposed zoning of subdivided portions.

LAND PARCEL	AREA	PROPOSED ZONING
Portion X	20.0000 Ha	Special Use
Remainder of Farm Swakopmund Town and Townlands No.41	9380.7830 Ha	Undetermined
TOTAL	9400.7830 Ha	-

Therefore, based on the above information, the following subdivision is recommended:

> [1] Subdivision of the Remainder of Farm Swakopmund Town and Townlands No.41 (zoned "Undetermined") into Portion X (20 Hectares) and the Remainder of Farm Swakopmund Town and Townlands No.41 in terms of Section 105(e) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) and its Regulations.

It is further proposed that Portion X should take access from the B2 Trunk Road via an existing gravel road which intersects the B2 Trunk Road at approximately 22°36'19.5"S 14°41'29.2"E. According to the Local Authority conditions of sale (**Annexure A**), condition (i)(i) requires that a right of way servitude be registered over Council's property to allow access to the portion of land.

This right of way servitude is indicated on the attached subdivision plan PTN-X-SP dated 3 February 2021 (**Annexure C**). Therefore, as part of the subdivision application, it is recommended to survey and register the following servitude:

> [2] Registration of a 20 meter wide right-of-way servitude against the Remainder of Farm Swakopmund Town and Townlands No.41 in favour of Portion X for access purposes as indicated on subdivision plan PTN-X-SP dated 3 February 2021.

6.2. Proposed Rezoning

It is necessary to change the zoning of Portion X from "Undetermined" to "Special Use" in terms of the Swakopmund Zoning Scheme and Section 105(a) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) and its Regulations.

This is to entrench the land use rights for the dry port and its ancillary uses but also to implement prohibited land uses. The specific land uses permitted and prohibited under the proposed "Special Use" zoning will be as follow:

To be used for industrial bulk storage of goods, vehicles, fuel, oil and mining explosives for a dry port and may include ancillary buildings such as offices, warehouses, a service station, restaurant, a carport, container terminal, storage magazines, and ablution facilities for shift workers or security guards only. Any residential, accommodation and township establishment development shall be prohibited.

The above permitted and prohibited land uses are in accordance with the Council's sale approval dated 03 March 2020 (**Annexure A**). The proposed zoning plan is attached as **Annexure C**.

The zoning of the Remainder of Farm Swakopmund Town and Townlands No.41 will remain as "Undetermined" for future development. Once the proposed "Special Use" zoning is in place, then it will permit the development of a dry port in terms of Swakopmund Zoning Scheme.

Therefore, the following rezoning is recommended:

> [3] Rezoning of Portion X (a portion of the Remainder of Farm Swakopmund Town and Townlands No.41) from "Undetermined" to "Special Use" for industrial bulk storage of goods, vehicles, fuel, oil, mining explosives for a dry port and ancillary buildings in terms of the Swakopmund Zoning Scheme and Section 105(a) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) and its Regulations.

7. Compliance with policy and legislation

7.1. Swakopmund Urban Structure Plan

The Local Authority is in the process of completing its new Urban Structure Plan (USP) for 2020-2040 which will become an approved statutory document in terms of the Urban and Regional Planning Act of 2018. All development proposals should be in accordance with the USP to ensure the townlands of Swakopmund is developed in a coherent and harmonious manner. Although the USP is in its draft stage, it is a well-formulated plan giving policy guidance on what is needed for Swakopmund and where those needs can be located.

The USP identifies the need to create additional opportunities for larger industrial developments at the Nonidas industrial area which is suitably located in terms of linkages to regional and national mobility corridors as well as climatic conditions and opening up additional development opportunities within the current industrial areas (SM, 2020:75).

The identified industrial area at Nonidas and surrounding future developments will have separate storage capacity and take-off from NamWater Pipeline to Rossing Mine. Water is already treated, thus no Water Treatment Plant is required (SM, 2020:101).

In terms of the above, the proposed location in proximity to the Nonidas industrial township is generally supported by the USP. The USP further provides consideration to the environment and transport systems as further discussed below:

Environmental Considerations

The site falls in the Eco Zone (marked "P") on the USP map as this zone is either sensitive or of natural significance and is made up of areas such as the beach, river, bird area, lichen fields and areas that should be maintained such as the 200m green corridor along with the B2 into town (SM, 2020:105).

In this zone, non-invasive recreational activities such as picnics, walking trails, bicycle routes, informal day camping facilities, camel and horse riding especially along the river are permitted. The proposed dry port terminal does not fit into this category of permitted land uses, however, given that the specific area is not situated close to the beach or river, it has potential for other industrial land uses. Subject to an EIA, if no bird area or lichen field is found on the site, then it is considered that the dry port terminal will be a non-invasive activity and will not compromise the overall goal of the recreational zone "P".

Figure 7: Location of the dry port in relation to environmental zones on the Urban Structure map (SM, 2020:104).

The USP further provides the restrictions to subdivisions, motorised vehicles, and invasive activities such as quad bikes and off-road driving in zone "P" other than within localised areas as identified by Council for the specific use of recreational activity (SM, 2020:105). This restriction does not apply to the dry port as the Council has already identified this localised industrial activity in zone "P" and has given their preliminary approval for the land to be subdivided.

A subdivision has the added benefit of allowing the land to be alienated, which generates income to the Council and also benefits the developer in securing financing for the project. In addition, it also clearly demarcates the boundary of the development which limits industrial activity to a certain extent. Motorised vehicles will remain on designated routes, therefore, the dry port terminal will not generate off-road driving activity.

In conclusion, while the dry port does strictly not fall within the general environmental guidelines of zone "P", a localised industrial hub can be supported if the site identified does not contain environmentally important aspects such as lichen fields and/or bird area.

Transport Systems

The USP has identified a potential location for a dry port and related linkages to transport systems such as existing and future road and rail infrastructure.

Two sites for a dry port have been identified:

1) Along the B2 as a gateway entrance to Swakopmund; or
2) Together with a future train station in zone "S" which falls within the Nonidas industrial zone "R".

Both sites are excellent spots for a dry port but ultimately, it was decided to shift the site further eastwards, north of the B2 as indicated in Figure 10.

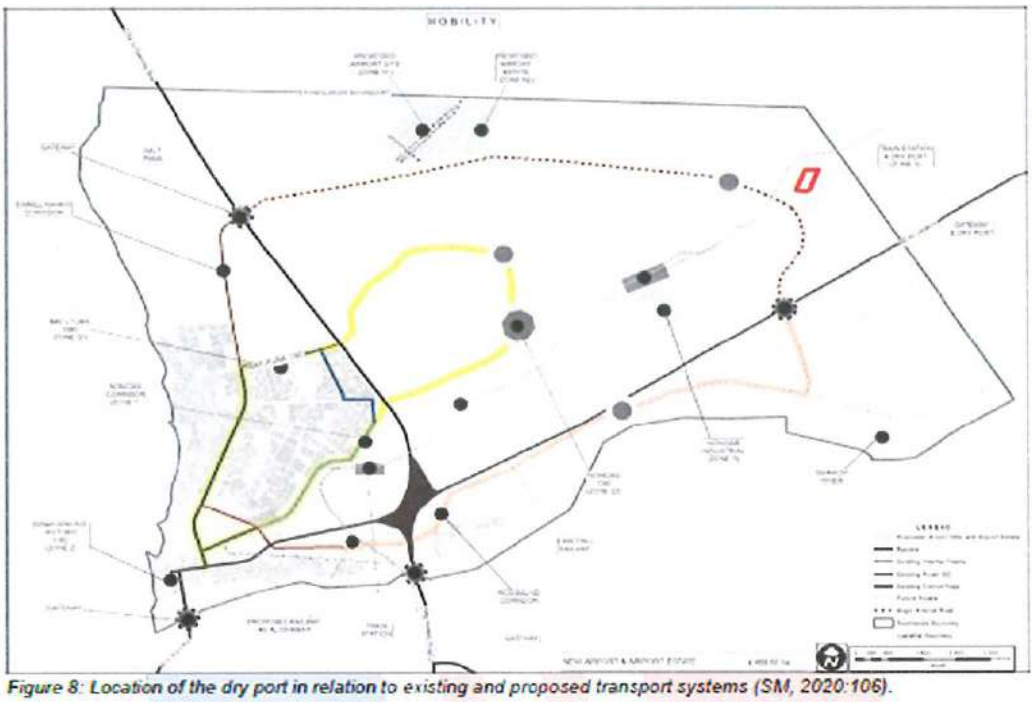


Figure 8: Location of the dry port in relation to existing and proposed transport systems (SM, 2020:106).

The reason for this alternative location is that the land is owned by the Council which is not the case with the second option, and it is situated further away from the agricultural smallholdings, south of the B2. Broadly speaking, the location is considered suitable for a dry port as it will be located close to the existing national railway line, B2 Trunk Road and the Nonidas heavy and light industrial area which creates a competitive/locational advantage for inter-modal exchange of bulk cargo.

In addition, a major ring road is planned (route in orange), which will further improve access and distribution of heavy vehicles to and from the dry port. The relocated airport in Swakopmund, as well as the international airport in Walvis Bay, will further provide access to air travel for perishable goods.

All in all, the proposed dry port location and associated transport systems will complement each other in terms of use and activity.

Based on the above reasoning, it is considered that the proposed application is generally in accordance with the Swakopmund Urban Structure Plan of 2020 – 2040.

7.2. ALAN Panhandle Policy Guidelines

The proposed subdivision generates an industrial land parcel which will take access from the B2 Trunk Road via a right of way servitude. This access servitude has been designed the meet the minimum width requirements of the ALAN Panhandle Policy Guidelines for industrial subdivisions.

The following policy guidelines apply:

- In cases where rights-of-way are proposed to replace panhandles, such servitudes shall be assessed on the same basis the requirements for panhandles.
- In cases where panhandles or rights-of-way may become the route of a future public street, wider panhandles may be required.
- Panhandles or rights-of-ways for business and industrial land may vary between 6m to 25m in width depending on the use and purpose and the type of access required.

In terms of the above, a right-of-way width of 20 metres is recommended to allow for the reciprocal movement of heavy vehicles to and from the B2 Trunk Road.

In conclusion, the proposed right-of-way width is fully in accordance with the ALAN Panhandle Policy Guidelines.

7.3. Environmental Management Act of 2007

The rezoning of land from open space to any other land use is a listed activity in terms of the Environmental Management Act of 2007 (No.7 of 2007) as amended, and requires an Environmental Clearance Certificate (ECC) to continue.

The developer will appoint an Environmental Assessment Practitioner to undertake the necessary Environmental Impact Assessment for the proposed rezoning and dry port terminal. This is also a conditional requirement from the Council in which the proposed activity requires an ECC.

Subject to implementation of the above, the proposed development will be in accordance with the Environmental Management Act of 2007.

7.4. Local Authorities Act of 1992

The sale of Council owned land requires permission from the Ministry of Urban and Rural Development as prescribed by the Local Authorities Act of 1992 (No.23 of 1992), as amended. Permission to proceed with the sale was granted on 29 September 2020 (**Annexure A**).

Therefore, statutory sale approvals are complete and in accordance with the Local Authorities Act of 1992.

7.5. Explosives Act of 1956 & Explosive Regulations

The location and safety buffer distance of the mining explosives will comply with the Explosives Act No. 26 of 1956 and the Explosive Regulations. Safety distances can vary between 9m to 1400m depending on the explosion quantity, type and building which contain the explosives. This may or may not influence the location of the mining explosives magazine on the proposed site.

Based on preliminary desktop studies, the nearest dwelling house is situated about 2.6 km away from the proposed site, therefore, the site is considered suitably located away from residential areas to allow for the safe storage of mining explosives. In addition, the site is situated at least 500 metres away from the existing railway line for safety purposes.

The applicant will ensure that the construction and location of the mining explosive magazine will comply with applicable regulations.

7.6. Petroleum Products and Energy Act of 1990 & Petroleum Products Regulations

The establishment of a service station and a bulk fuel/oil storage magazine for the under- and above ground storage of fuel shall comply with the Petroleum and Energy Act No. 13 of 1990, as amended,

the Petroleum Products Regulations, as amended, and also the provisions of any other applicable act and/or regulations.

The owner will apply for the necessary retail and wholesale licenses for the proposed dry port and will ensure that the service station and bulk oil storage magazine complies with the prohibitions, duties, specifications, standards, safety and environmental as provided in the regulations.

8. Public Consultation

Public consultation will allow interested and affected parties to submit written comments or objections on the proposed subdivision and rezoning to assist the relevant authorities with its decision making in terms of the Urban and Regional Planning Act of 2018 (Act No.5 of 2018) and its Regulations (URPA).

All written comments, input or objections should be submitted in writing to the Chief Executive Officer of the Municipality of Swakopmund and a copy should be forwarded to Stewart Planning. Contact details are provided on page 3 of this report.

The submission of comments, notification procedure, and response to potential concerns are provided in the subsections below.

8.1. Submission of comments

In terms of Section 105 of URPA, a complete application for the subdivision and rezoning of land must first be lodged with the Chief Executive Officer of a Local Authority before the applicant should give notice to the public for potential written comments and/or objections.

All written comments, input or objections should be submitted in writing to the Chief Executive Officer of the Local Authority and a copy should be forwarded to Stewart Planning. Contact details are provided on page 3 of this report.

8.2. Notification procedure

The notification procedure will be followed as provided under Part 2 of Chapter 9 of URPA and its Regulations. This is due to Swakopmund Municipality being a Local Authority and not an Authorised Planning Authority.

In terms of the above, Stewart Planning intends to give notice of this application in the following manner:

- Regulation 10(1): Publish one notice in the Gazette.
- Regulation 10(2): Publish once a week for two consecutive weeks in two national newspapers circulating widely in Namibia (The Namibian & The Republikein).
- Regulation 12(b): Placement of A3 notice at the offices of the Local Authority

Due to the location and ownership nature of the proposed dry port, the application will not be advertised in terms of the following :

- Regulation 10(4): The written notification of neighbouring landowners is considered unnecessary since adjacent land is owned by the Local Authority; and
- Regulation (12): On a visible place on the land will be pointless since the land is unoccupied

and secluded from the rest of town thus not achieving the goal of notifying the general public.

Stewart Planning will also notify and consult TransNamib and the Roads Authority as the proposed dry port will take access from a railway and main road.

8.3. Response to potential concerns

The reader of this report, or any interested or affected party, might have potential concerns regarding the proposed dry port.

Below is a list of potential concerns followed by a response to each:

1. **Why not locate the dry port in Walvis Bay?**
   The location about 18km before Swakopmund and about 60km from Walvis Bay will help reduce traffic congestion in the industrial areas of Swakopmund and the port of Walvis Bay. The interchange of bulk cargo from rail to road or vice versa will not disturb residents of Swakopmund.

   The alternative option is to locate the dry port at Farm 58 – the heavy industrial township outside Walvis Bay (behind Dune 7 and next to the airport). However, this alternative was not considered advantageous for the applicant.

2. **The explosive magazine is dangerous and should be located far from town.**
   The explosive magazine will be located at least 18 km from Swakopmund and about 2.6km from the nearest residential house (river plots). This is considered a safe distance in the unlikely event an explosion occurs. The applicant will apply for the necessary permission/license for the storage of explosive magazines in terms of the Explosives Act of 1956 and the Explosive Regulations. Refer to Section 7.5 on page 15.

3. **Where is the Environmental Impact Assessment for this proposal?**
   At the time of writing this report, no EIA study has been conducted for the dry port. The owner will appoint an environmental assessment practitioner who will make the necessary application to the Ministry of Environment, Forestry and Tourism (MEFT) to obtain an environmental clearance certificate (ECC). This is also a conditional requirement of the Council's letter dated 03 March 2020 (**Annexure A**).

   The environmental process is a separate process from town planning requirements and will have its own public consultation process in terms of the Environmental Management Act of 2007.

9. Conclusion

The following provides a summary of this application:

- ✓ Ecobond Services Namibia CC intends to establish a new dry port about 18km outside Swakopmund, between the B2 Trunk Road and railway line and has applied to purchase 20 hectares of land from the Swakopmund Council in which the sale was approved by the Ministry of Urban and Rural Development.

- ✓ It is necessary to subdivide the Remainder of Farm Swakopmund Town and Townlands No.41 into Portion X, measuring 20 hectares in extent, and the Remainder and to subsequently rezone Portion X from "Undetermined" to "Special Use" for the industrial bulk storage of goods, vehicles,

fuel, oil, mining explosives for a dry port and ancillary buildings in terms of the Swakopmund Zoning Scheme and Urban and Regional Planning Act of 2018.

- ✓ Ancillary buildings for the dry port will include offices, warehouses, a service station, restaurant, a carport, container terminal, storage magazines, and ablution facilities for shift workers or security guards only. Any residential, accommodation or township establishment development shall be prohibited.
- ✓ The general public is given the opportunity to lodge their written comments, input and objections against the proposed application before the application will be considered and approved by the Swakopmund Council.
- ✓ To learn how to lodge comments, concerns or objections, please refer to instructions on page 16. Potential concerns regarding this application have been addressed on page 17.

10. Recommendation

The following application is herewith made to the Local Authority for approval:

[1] Subdivision of the Remainder of Farm Swakopmund Town and Townlands No.41 (zoned "Undetermined") into Portion X (20 Hectares) and the Remainder of Farm Swakopmund Town and Townlands No.41 in terms of Section 105(e) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) and its Regulations.

[2] Registration of a 20 meter wide right-of-way servitude against the Remainder of Farm Swakopmund Town and Townlands No.41 in favour of Portion X for access purposes as indicated on subdivision plan PTN-X-SP dated 3 February 2021.

[3] Rezoning of Portion X (a portion of the Remainder of Farm Swakopmund Town and Townlands No.41) from "Undetermined" to "Special Use" for industrial bulk storage of goods, vehicles, fuel, oil, mining explosives for a dry port and ancillary buildings in terms of the Swakopmund Zoning Scheme and Section 105(a) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) and its Regulations.

We trust the above recommendation will suit the requirements of the applicant, the general public, and the Municipal Council of Swakopmund.

Yours sincerely,

Bruce Stewart
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11. References

ESCAP (Economic and Social Commission for Asia and Pacific). 2011. Roles of Dry Ports in Economic Corridors. Transport Division, UNESCAP. Available online: https://www.unescap.org/sites/default/files/11.%20tfforum11_c2_rasamit.pdf Date of access: 21 Jan.

MRLGHRD (Ministry of Regional and Local Government, Housing and Rural Development). 2013. Town Planning Standards and Urban Design Guidelines. Published 2 April 2013. Windhoek.

Namibia. 1956. Explosives Act 26 of 1956 (SA). Annotated Statutes.

Namibia. 1972. Roads Ordinance 17 of 1972. Annotated Statutes.

Namibia. 1990. Petroleum Products and Energy Act 13 of 1990. Annotated Statutes.

Namibia. 2000. Petroleum Products Regulations. (Notice 155). Government Gazette, 2357: 3 Jul.

Namibia. 2007. Environmental Management Act 7 of 2007. (Notice 232). *Government Gazette*, 3966: 27 Dec.

Namibia. 2018. Urban and Regional Planning Act 18 of 2018. (Notice 125). *Government Gazette*, 6631: 20 Jun.

Palmer, B. 2014. Let's make an effort to move more freight by rail and less by road. Trains are more efficient. Health & Science. Available online: https://www.washingtonpost.com/national/health-science/lets-make-an-effort-to-move-more-freight-by-rail-and-less-by-road-trains-are-more-efficient/2014/03/03/d1947278-9d90-11e3-9ba6-800d1192d08b_story.html Date of access: 21 Jan.

SM (Swakopmund Municipality). 2020. Draft Swakopmund Structure Plan 2020 - 2040. Stubenrauch Planning Consultants. Draft Report, June 2020.

Annexure A

MUNICIPALITY OF SWAKOPMUND

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Ref No: H 5, G 4/1/1 & 16/1/4/2/1/13

Enquiries: Ms A Uushona

03 March 2020

Messrs Ecobond Services Namibia CC
P O Box 3587
Pionierspark
WINDHOEK
10023

etapalo@project7nam.com

Dear Sir

APPLICATION TO PURCHASE LAND FOR A DRY PORT TERMINAL

With reference to your application dated 1 August 2019, Council on 27 February 2020 under item 11.1.2 passed a resolution as follows:

(a) **That Council's resolution passed on 25 July 2019 under item 11.1.1 approving the lease and conditions of lease for Ecobond Services Namibia CC be repealed and replaced with this resolution.**

(b) **That Council approves the application by Ecobond Services Namibia CC (2011/0798) to purchase a portion of land measuring approximately 200 000m² (20 Ha) for the establishment of a dry port, subject to point (g) (v) below.**

(c) **That the sale of the portion of land be for the development and establishment of a dry port and related buildings (offices, storage, fuel, canteen, ablution and overnight facilities for shift workers / security guards) at the location indicated map marked Annexure "E" (on file).**

(d) **That the purchase price of a portion of land be N$3 750 000.00 (N$187 500.000 / Ha x 20 Ha), 15% VAT excluded.**

(e) **That the newly created erf be zoned special for industrial bulk storage for a dry port; that no betterment fee be charged as the purchase price was determined assuming the use of the land as a dry port.**

(f) **That the following conditions be registered against the title deed of the newly created erf:**

(i) That the portion of land be used for the establishment and management of a dry port and no township development, residential or accommodation be allowed; accept overnight accommodation and ablution facilities for shift workers / security guards of the dry port.

(ii) That the property may not be alienated (which include a change in shareholding / members) unless a completion certificate is issued in respect of the structural improvements, referred to in (g) (xii) below.

(iii) That the property or any portion thereof may not be subdivided and or alienated without being offered to Council at the purchase price such was obtained from Council.

(g) That the transaction be subject to Council's standard conditions of sale by private treaty:

(i) That the purchaser pays a deposit of N$50 000.00 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.

(ii) That the above deposit be paid within 90 days from the Council resolution approving the sale and purchase price, failing which Council's resolution will be revoked at the next Council meeting following the expiry of the 90 days.

(iii) That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the transfer of the erf.

(iv) That all costs related to the transaction be for the account of the purchaser.

(v) That Council applies for approval from the Ministry of Urban and Rural Development in terms of section 30 (1) (t) to proceed with the transaction as the portion of land is undivided townlands.

(vi) That the transaction be concluded within 120 days from a diagram being issued by the Surveyor General indicating the property description.

(vii) That payment of the purchase price be secured either in cash or formal bank guarantee in favour of the Swakopmund Municipality within 120 days from a diagram being issued by the Surveyor-General.

(aa) Failure to secure the purchase price within the required period will result in cancellation without the need to place the purchaser on terms.

(bb) Should the purchase price be secured by a bank guarantee the transfer must be effected on / before the 120th day, else interest will be levied as from the date of Ministerial approval (date of sale) until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale.

(viii) That the purchaser accepts that no rights will accrue to them from 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.

(ix) The portion of land is sold "voetstoots" or "as is" with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.

(x) That no development or construction be permitted to commence until the statutory processes have been completed and the erf is transferred.

(xi) That the portion of land be properly fenced in.

(xii) That the purchaser constructs structural improvements worth at least equal to the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property.

(xiii) That the said improvements be completed within 24 months (2 years) from date of transfer (point (vi) above).

(xvi) The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof by the purchaser.

(xiv) That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.

(xv) That the purchaser provides the registration documentation of the entity (Council resolution of 27 April 2017 under item 11.1.10) and that the shareholders / members must be cautioned that the shareholders / members remain the same until the transfer is completed and they have complied with all conditions of sale.

(h) That the following special conditions approved on 25 July 2019 under item 11.1.1 be applicable:

(i) That as required in terms of Council's resolution passed on 22 November 2018 under item 11.1.37, Ecobond Services Namibia CC consults the following entities for approvals / supply of services at their cost: Roads Authority, Environmental Impact Assessment, NamWater, NamPower and Erongo RED and Trans Namib.

(ii) That all services be installed to the satisfaction of the General Manager: Engineering Services and at the cost of Ecobond Services Namibia CC and Council be indemnified of any possible claims.

(i) That the following additional conditions be applicable:

(i) That a right of way servitude be registered over Council's property to allow access to the portion of land.

(ii) That the following statutory processes be finalized by the developer within 24 months after approval being obtained by Council in terms of point (g) (v) above:

(1) Subdivision of the portion of land.
(2) Rezoning of the newly created erf for special use as industrial bulk storage for dry port; that no betterment fee be charged as the purchase price was determined assuming the use of the land as a dry port.
(3) That an environmental clearance certificate be obtained in terms of the Environmental Management Act of 2007.

(j) That the truck port site be located in the vicinity of the dry port.

Please familiarize yourself with the content of the above resolution and confirm acceptance in writing of the purchase price and the conditions of sale by Friday, 03 April 2020. Attach the founding statement of your entity as required in terms of point (g) (xv) of the above Council resolution.

The sequence of events following acceptance by you is summarized for ease of reference:

- You are required to pay the N$50 000.00 deposit on / before Wednesday, 27 May 2020 (refer to point (g) (ii) and (ii)).
  Attached Council's banking details. Please e-mail proof of payment to Ms A Uushona at auushona@swkmun.com.na;

- Once acceptance of the purchase price and conditions of sale is received in writing and the required deposit is paid, Council will apply to the Ministry of Urban and Rural Development in terms of section 30 (1) (l) of the Local Authorities Act 23 of 1992, as amended, for approval to proceed with the transaction (refer to point (g) (v));
- Subsequent to approval being obtained from the Ministry of Urban and Rural Development you are responsible to attend to point (i) of the above Council resolution within 24 months from the said approval being received (refer point i (i) and (ii));
- Following completion of the above statutory processes by you, the purchase price becomes payable within 120 days from a diagram being issued by the Surveyor-General for the portion of land (refer to point (g) (vi) and (vii));
- You are required to construct structural improvements worth at least the municipal valuation of the property within 24 months from date of transfer of the portion of land (refer to point (g) (xii and (xiii)).

For any further enquiries, please do not hesitate to contact Ms A Uushona at ✆ 064-4104216.

Yours faithfully

Mr MPC Swarts
GM: Corporate Services & HC

/au

Copy: GM: Engineering Services

Annexure A

Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: J. Ishila (Mr)
Tel: (+264+61) 297-5192
Fax: (+264+61) 297-5305

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref.: 14/17/3/S2
Your Ref.:

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

Dear Mr. Benjamin,

SUBJECT: SWAKOPMUND; APPROVAL TO PROCEED WITH THE SALE OF PORTION OF LAND FOR A DRY PORT TERMINAL TO ECOBOND SERVICES NAMIBIA CC

Your letter dated 30 June 2020 has reference.

Approval has been granted to the Municipality of Swakopmund in terms of the provision of Section 30(1) (t) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended, to proceed with the sale of a Portion of land measuring approximately 200,000m² (20ha) to Ecobond Services Namibia cc for the establishment of a Dry Port and related buildings (offices, storage, fuel, canteen, ablution and overnight facilities for shift workers/security guards) at a total purchase price of N$ 3 750 000.00 (N$ 187 500.00 * 20 Ha) excluding 15% VAT

Yours faithfully,

MINISTRY OF URBAN AND RURAL DEVELOPMENT
EXECUTIVE DIRECTOR
29 SEP 2020
PRIVATE BAG 12239
WINDHOEK

NGHIDINUA DANIEL
EXECUTIVE DIRECTOR

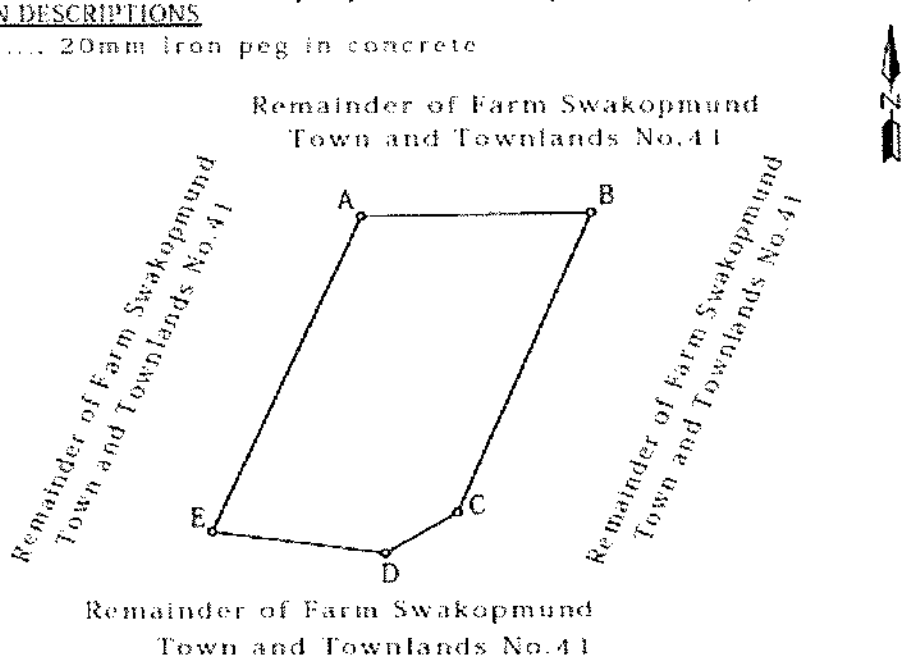
APPROVED No.A **Annexure B**

for SURVEYOR GENERAL

SIDES metres		ANGLES OF DIRECTION	CO ORDINATES Y System: LO2215 X			Designation
A B	344.94	269.03.50	A	+33 624.81	+65 237.96	DP1
B C	565.93	21.08.20	B	+33 279.91	+65 232.33	DP2
C D	128.05	56.37.30	C	+33 484.01	+65 760.18	DP3
D E	263.63	98.16.40	D	+33 590.94	+65 830.62	DP4
E A	599.37	202.15.30	E	+33 851.83	+65 792.67	DP5
			△	+33 670.80	+63 535.08	Kuppe Km19
			△	-18 453.92	+58 704.25	Rossing

BEACON DESCRIPTIONS

A E .... 20mm iron peg in concrete



Scale: 1 : 10000

The figure A B C D E
represents 20.0000 Hectares of land being

Portion "X" of the Remainder Farm Swakopmund Town and Townlands No.41

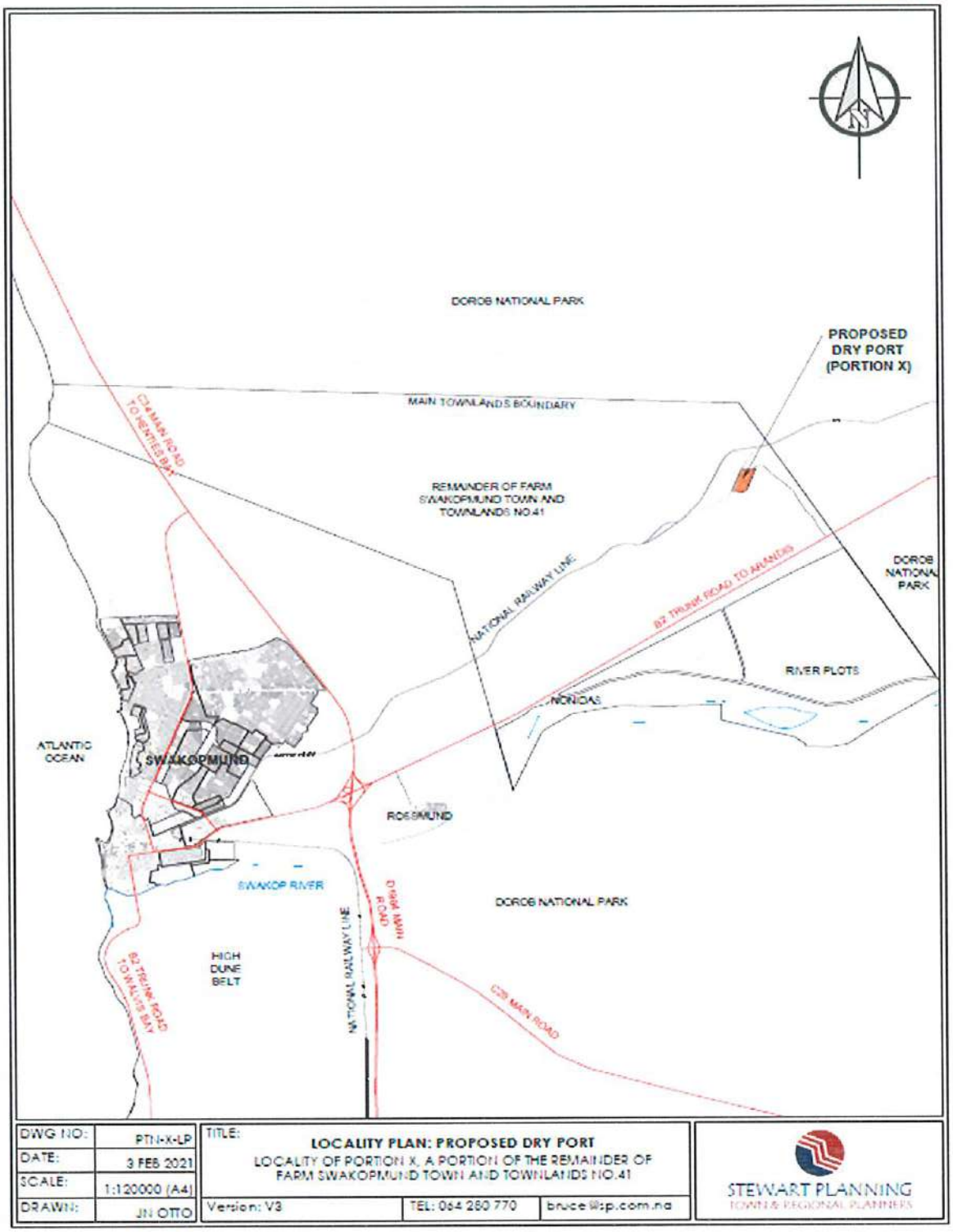
Situated in the Registration Division G,
Erongo Region, Republic of Namibia

Surveyed in January 2021 by me

Nathanael Hangula
Professional Land Surveyor

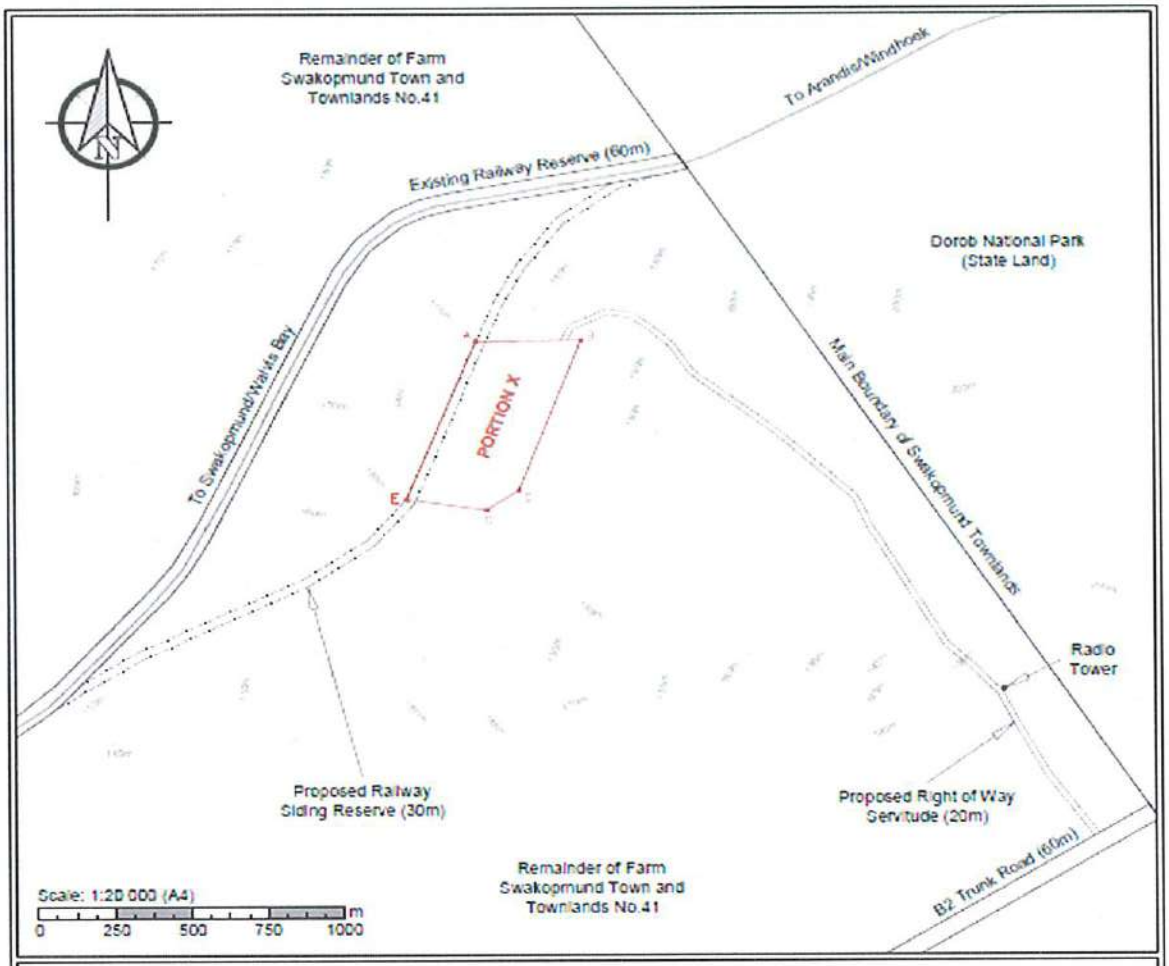
This Diagram is annexed to No. dated	The original diagram is S.G No. A 80/86	S.R. No.
		Noting Plan:
Registrar of Deeds	Transfer No.	File:

Annexure C



DWG NO:	PTN-X-LP	TITLE: **LOCALITY PLAN: PROPOSED DRY PORT** LOCALITY OF PORTION X, A PORTION OF THE REMAINDER OF FARM SWAKOPMUND TOWN AND TOWNLANDS NO.41		STEWART PLANNING TOWN & REGIONAL PLANNERS
DATE:	3 FEB 2021			
SCALE:	1:120000 (A4)			
DRAWN:	JN OTTO	Version: V3	TEL: 064 280 770 bruce@sp.com.na	

Annexure C



PROPOSED SUBDIVISION:
The figure: A B C D E represents the dry port site known as Portion X, a 20.0 hectare portion of the Remainder of Farm Swakopmund Town and Townlands No.41.

Preliminary survey Coordinates as follow:
(Surveyed by NJ Hangula Professional Land Surveyor):

COORDINATES: SYSTEM LO 2215		
POINT	Y	X
A	+33 624.81	+65 237.96
B	+33 279.91	+65 232.33
C	+33 484.01	+65 760.18
D	+33 590.94	+65 830.62
E	+33 651.83	+65 792.67

NOTES:
The proposed dry port is situated about 18km outside Swakopmund on the road Arandis and about 2.3km north of the B2 Trunk Road.

Access to Portion X will be taken from the B2 Trunk Road at approximately 22°36'19.5"S latitude and 14°41'29.2"E longitude unless determined otherwise by the Roads Authority and/or traffic engineer.

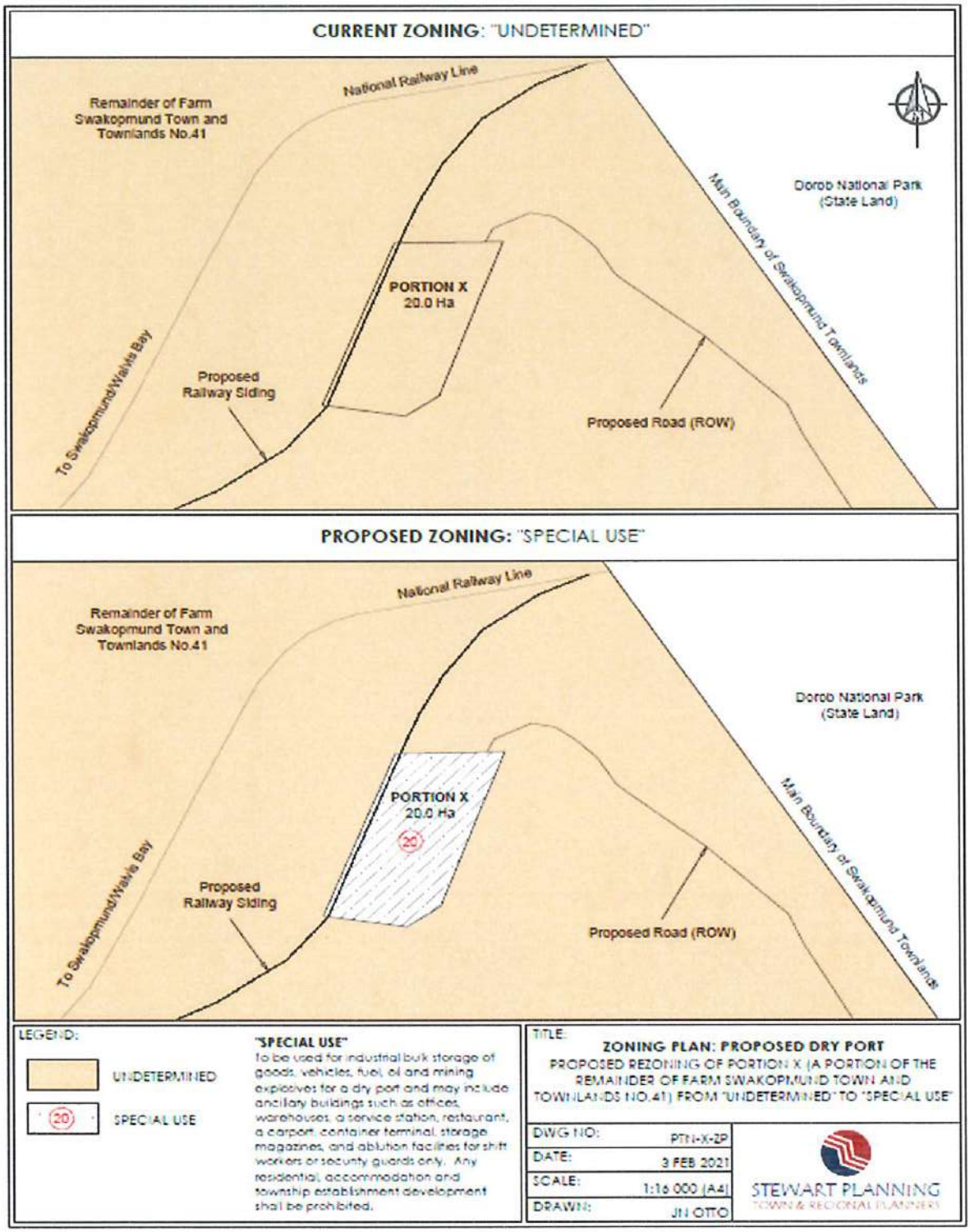
It is recommended that a 20 meter wide right of way servitude be registered against the Remainder of Swakopmund Town and Townlands No.41 in favour of Portion X for access purposes.

Access will also be taken from the railway line via a proposed railway siding as indicated unless specified otherwise by TransNamib and/or an engineer.

Contour Interval = 5 m. Data from the Municipality of Swakopmund.
Max. gradient: 1:27m Min. gradient: 1:100m (Gradual slope)

DWG NO:	PTN-X-SP	TITLE: **SUBDIVISION PLAN: PROPOSED DRY PORT** PROPOSED SUBDIVISION OF THE REMAINDER OF FARM SWAKOPMUND TOWN AND TOWNLANDS NO.41 INTO PORTION X AND THE REMAINDER		STEWART PLANNING TOWN & REGIONAL PLANNERS
DATE:	3 FEB 2021			
SCALE:	1:20000 (A4)			
DRAWN:	JN OTTO	Version: V3	bruce@sp.com.na	064 280 770

Annexure C


CURRENT ZONING: "UNDETERMINED"
Remainder of Farm Swakopmund Town and Townlands No.41
National Railway Line
Dorob National Park (State Land)
Main Boundary of Swakopmund Townlands
PORTION X 20.0 Ha
To Swakopmund/Walvis Bay
Proposed Railway Siding
Proposed Road (ROW)
PROPOSED ZONING: "SPECIAL USE"
Remainder of Farm Swakopmund Town and Townlands No.41
National Railway Line
Dorob National Park (State Land)
Main Boundary of Swakopmund Townlands
PORTION X 20.0 Ha
20
To Swakopmund/Walvis Bay
Proposed Railway Siding
Proposed Road (ROW)
LEGEND:
UNDETERMINED
20
SPECIAL USE
"SPECIAL USE"
To be used for industrial bulk storage of goods, vehicles, fuel, oil and mining explosives for a dry port and may include ancillary buildings such as offices, warehouses, a service station, restaurant, a carport, container terminal, storage magazines, and ablution facilities for shift workers or security guards only. Any residential, accommodation and township establishment development shall be prohibited.
TITLE:
ZONING PLAN: PROPOSED DRY PORT
PROPOSED REZONING OF PORTION X (A PORTION OF THE REMAINDER OF FARM SWAKOPMUND TOWN AND TOWNLANDS NO.41) FROM "UNDETERMINED" TO "SPECIAL USE"
DWG NO: PTN-X-2P
DATE: 3 FEB 2021
SCALE: 1:16 000 (A4)
DRAWN: JN OTTO
STEWART PLANNING
TOWN & REGIONAL PLANNERS

Annexure D

CONDITIONS TO BE REGISTERED

It is recommended that the following conditions be registered against Portion X (a 20 Hectare Portion of the Remainder of Farm Swakopmund Town and Townlands No.41):

IN FAVOUR OF THE LOCAL AUTHORITY

a) The land parcel shall be used or occupied only for purposes which are in accordance with, and the use or occupation of the land parcel shall at all times be subject to, the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).

b) The building value of the main building, excluding the outbuildings to be erected on the land parcel must be at least equal the valuation of the land parcel.

c) The land parcel shall only be used for the establishment and management of a dry port and ancillary uses but may not be used for township establishment, residential or accommodation except for overnight accommodation and ablution facilities for shift workers or security guards of the dry port.

d) The land parcel may not be alienated, which shall include a change in shareholding, membership or directors, unless a completion certificate is issued once the purchaser constructs structural improvements, which shall not include the construction of boundary walls or any changes to the subterranean composition of the property, at least equal to the municipal valuation of the land parcel.

e) The land parcel, or any portion thereof, may not be subdivided or alienated without being offered to the Council at the original purchase price for which the land was attained from the Council.

Annexure E

SPECIAL POWER OF ATTORNEY

I, the undersigned,

ELIA CHIKWATA TAPALO

in my capacity as sole Member of

ECOBOND SERVICES NAMIBIA CC
(REGISTRATION NUMBER: CC/2011/00798)
P.O. BOX 35087
PIONIERSPARK, WINDHOEK

do hereby nominate, constitute and appoint

STEWART TOWN PLANNING CC
(REGISTRATION NUMBER: CC/2020/00365)
P.O. BOX 2095
WALVIS BAY

with full power of substitution, to be my true and lawful Attorney and Agent for me and in my name, place and stead, to make the necessary application to the Municipality of Swakopmund, and/or Ministry of Urban and Rural Development, and/or Urban and Regional Planning Board, and/or TransNamib, and/or Roads Authority for the

[1] SUBDIVISION OF SWAKOPMUND TOWN AND TOWNLANDS NO.41 INTO PORTION A (20 HECTARES) AND THE REMAINDER;
[2] REZONING OF PORTION A (20 HECTARES) FROM UNDETERMINED TO SPECIAL USE FOR A DRY PORT TERMINAL AND ANCILLARY USES;
[3] PERMISSION FOR A RAILWAY SIDING AND ACCESS TO PORTION A; AND
[4] PERMISSION TO ACCESS THE B2 TRUNK ROAD.

at the cost of the applicant and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes I might or could do if personally present and acting herein – hereby ratifying, allowing and confirming all and whatsoever our said Agent and Attorney shall lawfully do, or cause to be done, by virtue of these presents.

SIGNED at Swakopmund this 27TH day of ....OCTOBER..... 2020, in the presence of the undersigned witnesses:

Signature: .....

ELIA CHIKWATA TAPALO

Witness 1

Name: .....

Signature: .....

Witness 2

Name: .....

Signature: .....

Annexure E

CLOSE CORPORATION RESOLUTION

ROUND ROBIN RESOLUTION OF THE SOLE MEMBER OF ECOBOND SERVICES NAMIBIA CC (REGISTRATION NUMBER: CC/2011/00798)

During a meeting held at Swakopmund on this 27TH day of OCTOBER 2020, I the undersigned,

ELIA CHIKWATA TAPALO

in my capacity as sole Member of

ECOBOND SERVICES NAMIBIA CC
(REGISTRATION NUMBER: CC/2011/00798)
P.O. BOX 35087
PIONIERSPARK, WINDHOEK

Resolved that:

1. To apply on behalf of the Municipality of Swakopmund for the subdivision and rezoning to create a 20 hectare land parcel for the establishment and operation of a dry port terminal and ancillary uses;
2. To apply to TransNamib for permission to obtain access to the railway for the dry port terminal;
3. To apply to the Roads Authority for permission to obtain access to the B2 Trunk Road for the dry port terminal; and
4. To appoint a registered town and regional planner to apply for the necessary permissions and to bring effect to paragraphs (1) to (3) above.

Thus signed at Swakopmund this 27TH day of OCTOBER 2020, in the presence of the undersigned witnesses:

Signatures: .....

ELIA CHIKWATA TAPALO

Witness 1

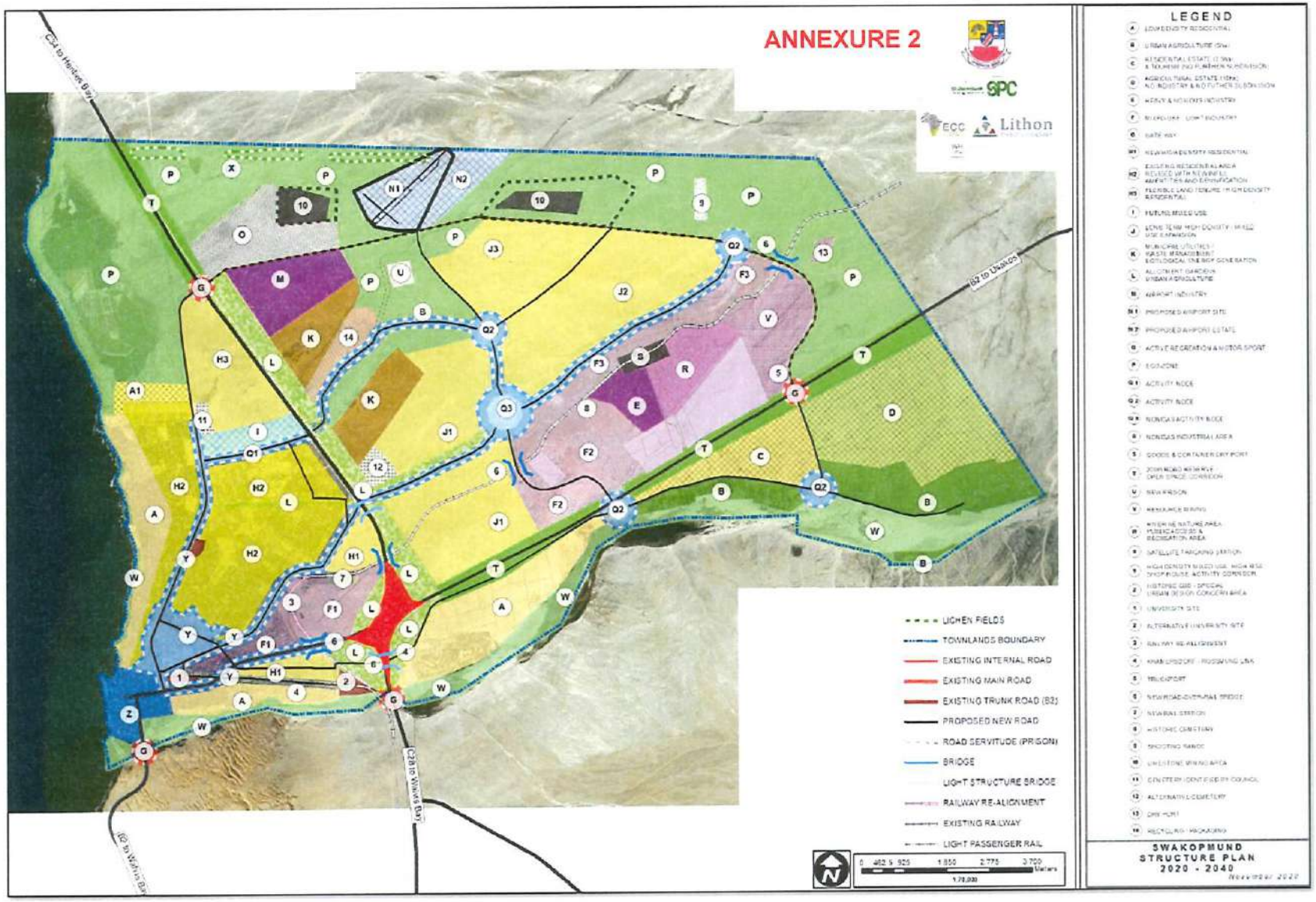
Name: .....

Signature: .....

Witness 2

Name: Paulus Hendricks

Signature: .....


ANNEXURE 2
SPC
ECC
Lithon
C28 to Henties Bay
B2 to Usakos
C28 to Walvis Bay
B2 to Walvis Bay
LIGHT FIELDS
TOWNLANDS BOUNDARY
EXISTING INTERNAL ROAD
EXISTING MAIN ROAD
EXISTING TRUNK ROAD (B2)
PROPOSED NEW ROAD
ROAD SERVITUDE (PRIGON)
BRIDGE
LIGHT STRUCTURE BRIDGE
RAILWAY RE-ALIGNMENT
EXISTING RAILWAY
LIGHT PASSENGER RAIL
LEGEND
SWAKOPMUND
STRUCTURE PLAN
2020 - 2040

ANNEXURE 3

STEWART PLANNING
TOWN & REGIONAL PLANNERS

First Floor CLA Building
84 Theo Ben Gurirab Street
Walvis Bay

www.sp.com.na
Tel. (064) 280 770
Email. otto@sp.com.na

Reference: Dry Port

12 March 2021

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

Per delivery: C/o Rakotoka & Daniel Kamho Avenue
Per email: Mr J. Heita jheita@swkmun.com.na

SWAKOPMUND DRY PORT: PROOF OF CONSULTATION AND WAY FORWARD

Dear Mr Benjamin,

We refer to our submitted subdivision and rezoning application for the Swakopmund Dry Port dated 5 February 2021.

We can confirm that the deadline for objections ended on **8 March 2021** and our office has received no written objections during this notification period. We ask you to check if your office has received any written objections or not.

We look forward to receiving the Municipal Council's support and positive recommendation on the application in terms of the Urban and Regional Planning Act (No.5 of 2018).

In this letter, we provide proof of consultation and the way forward with the application for your record-keeping and further action.

Proof of Consultation

Please find herewith attached, for your records, the necessary proof of consultation of the application in accordance with Part 2 of Chapter 9 of the Urban and Regional Planning Act (No.5 of 2018) and its Regulations.

Stewart Planning has given notice of the application in the following manner:

- Regulation 10(1): A notice was published in the Gazette on 15 February 2021 **(Annexure A)**.
- Regulation 10(2): Notices were published in the Namibian and Republikein on 9 and 16 February 2021 **(Annexure B)**.

- Regulation 12(b): An A3 sized notice was placed at the general notice board outside the municipal building on 5 February 2021 (**Figure 1**).

Figure 1 Notice at the Swakopmund Municipality (Image date 11 February 2021).

- Regulation 12(c): Stewart Planning has notified and consulted TransNamib and the Roads Authority on 5 February 2021 as the proposed dry port will take access from a railway and main road. Consent to obtain access from the railway and the main road is pending from TransNamib and the Roads Authority. No objection has been received from TransNamib and the Roads Authority.

Due to the location and ownership nature of the Swakopmund Dry Port, the application was not advertised in terms of the following:

- Regulation 10(4): The written notification of neighbouring landowners is considered unnecessary since adjacent land is owned by the Local Authority.

- Regulation 12(a): Placement of an notice on a visible place on the land will be pointless since the land is unoccupied and secluded from the rest of town thus not achieving the goal of notifying the general public.

The general public was given the opportunity to download and inspect the application from www.sp.com.na/projects or to physically inspect the application at the Local Authority.

The deadline for objections was 8 March 2021 which afforded interested and affected parties 19 business days since 9 February 2021. The minimum requirement is 14 business days.

The advertising requirements for the Swakopmund Dry Port has been implemented and is complete. Our office has received no written objections during the notification period. We ask to check if your office has received any written objection(s) or not.

If your office has received written objection(s), please send us a copy of the objection(s) for our record keeping, thank you.

Way Forward

In terms of Section 108 of the Urban and Regional Planning Act (No.5 of 2018), after the deadline for objections has passed, the Local Authority must decide to hold a hearing meeting or not (depending on objections received or not). Thereafter, the Local Authority must make a recommendation to the Urban and Regional Planning Board (to approve the subdivision/rezoning or not) in terms of Section 109(2) of Urban and Regional Planning Act of 2018.

According to our records, the application received no written objections. Therefore, we look forward to receiving the Municipal Council's positive recommendation on the subdivision/rezoning following procedures prescribed in terms of Section 108 and 109 of the Urban and Regional Planning Act (No.5 of 2018).

Yours sincerely,

Bruce Stewart
Registered Town & Regional Planner (NCTRP)
STEWART PLANNING
TOWN & REGIONAL PLANNERS
Tel: +264 64 280 770 | Email: bruce@sp.com.na

Johann Otto
Registered Town & Regional Planner in Training
STEWART PLANNING
TOWN & REGIONAL PLANNERS
Tel: +264 64 280 773 | Email: otto@sp.com.na

Annexures

Annexure A: Gazette Notice
Annexure B: Newspaper Notices

2.	NAMS 0008: 2021	Marketing and commercial quality control of onions
3.	NAMS 0009: 2021	Marketing and commercial quality control of potatoes
4.	NAMS 0010: 2021	Marketing and commercial quality control of cabbages
5.	NAMS 0011:2021	Marketing and commercial quality control of butternut squash

C. WASSERFALL
CHIEF EXECUTIVE OFFICER
NAMIBIAN STANDARDS INSTITUTION Windhoek, 2 February 2021

KEETMANSHOOP MUNICIPALITY

No. 51 2021

GENERAL VALUATION OF ALL RATEABLE AND NON-RATEABLE PROPERTIES SITUATED WITHIN THE LOCAL AUTHORITY AREA OF KEETMANSHOOP

Notice is heseby given in terms of Section 66(3) of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended, that a General Valuation of all rateable and non-rateable properties will be carried out as from 15 February 2021 in accordance with the provisions contained in Section 67 to 72 of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended.

D. N. BASSON
CHIEF EXECUTIVE OFFICER

MUNICIPALITY OF SWAKOPMUND

No. 52 2021

PUBLIC CONSULTATION NOTICE: SWAKOPMUND DRY PORT

Take notice that Stewart Planning intends to apply on behalf of Ecobond Services Namibia CC for the subdivision of the Remainder of Farm Swakopmund Town and Townlands No. 41 into Portion X (20 hectares) and the Remainder, and rezoning of Portion X from "Undetermined" to "Special Use" for a dry port.

The purpose of the application is to create a land parcel for a dry port which is situated about 18km from Swakopmund on the road to Arandis, about 2.3km northwest of the B2 and 500m from the railway line.

The dry port will cater for the industrial bulk storage of goods, vehicles, fuel, oil and mining explosives and will include ancillary buildings such as offices, warehouses, a service station, restaurant, ablution facilities, a carport, container terminal and storage magazines.

The application is submitted in terms of the Urban and Regional Planning Act, 2018 (No. 5 of 2018) and in terms of the Swakopmund Zoning Scheme, as amended. The full application is available to download from www.sp.com.na/projects or can be inspected at the Town Planning Department of the Municipality of Swakopmund, corner of Rakotoka and Daniel Kamho Street, Swakopmund.

Take note that any person having objections or comments to the proposed dry port may lodge such objections and comments, together with the reasons for objection, in writing with the Chief Executive Officer of the Municipality of Swakopmund and Stewart Planning to the address provided below.

Written objections or comments must be submitted before **16h00, 8 March 2021.**

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

Stewart Planning
P.O. Box 2095
Walvis Bay
13013
Tel:+264 64 280 773
ottot@lsp.com.na

No. 53 2021

REZONING OF ERF 33, BLOCK G, REHOBOTH FROM "RESIDENTIAL" TO "GENERAL RESIDENTIAL" WITH A DENSITY OF 1:100

Take note that **Stubenrauch Planning Consultants** cc in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) intends on applying to the Urban and Regional Planning Board on behalf of **Mr. Chaldun van Wyk** the owner of Erf 33, Block G, Rehoboth, for the following:

It is the intention to rezone Erf 33, Block G, Rehoboth from "Residential" to "General Residential" for the development of two General Residential properties on his erf.

Erf 33 is situated in the residential neighbourhood of Block G, Rehoboth on the north-eastern side of the townlands. The erf measures 675m² in extent and is zoned "Residential" in terms of the Rehoboth Town Planning Scheme (Zoning Scheme).

Sufficient parking will be provided in line with the Rehoboth Town Planning Scheme (Zoning Scheme).

Please take notice that the locality map of the erf lies for inspection during normal office hours on the town planning notice board at the Rehoboth Town Council and SPC Office, 45 Feld Street, Windhoek. Further take notice that any person objecting to the proposed development as set out above may lodge such objection together with the grounds thereof, with the Rehoboth Town Council and with the applicant in writing within 14 days of the last publication of this notice in the media or before **Friday, 5 March 2021.**

Applicant: **Stubenrauch Planning Consultants**
spc@spc.com.na
PO Box 41404
Windhoek
Tel: (061)251189

The Chief Executive Officer
Rehoboth Town Council
Private Bag 2500
Rehoboth

No. 54 2021

REZONING OF ERF 1192, OSHIKUKU EXTENSION 3 FROM "GENERAL RESIDENTIAL" WITH A DENSITY OF 1:250 TO "RESIDENTIAL" WITH A DENSITY OF 1:300

Stubenrauch Planning Consultants cc were appointed by the Mrs. Drusila Ashoela, the owner of Erf 1192, Oshikuku Extension 3 to apply for the following:

Erf 1192 is situated in the neighbourhood of Oshikuku Extension 3 and measures 1656 m² in extent. According to the Oshikuku Zoning Scheme, the subject erf is zoned for "General Residential" purposes with a density of 1:250. The owner intents to rezone Erf 1192, Oshikuku Extension 3 from "General Residential" to "Residential" with a density of 1:300.

Classifieds

namibian

Tel: +264-61-279 632 / 279 646 • Fax: +264-61-22 9208 • email: classifieds@namibian.com.na

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Legal Notices

Legal Notices

Republikein

Om te adverteer skakel:

LOSING CONTROL?

AA

ALCOHOLICS ANONYMOUS NAMIBIA

If you want to drink, that's your business.

If you want to stop, that's ours

Windhoek: 081 325 8444
Swakopmund: 081 243 2649

E-MAIL: alcoholicsanonymousnamibia@gmail.com

Multiple Sclerosis NAMIBIA

WHAT IS MULTIPLE SCLEROSIS?

A chronic disease of the brain and central nervous system

OFFICE HOURS:
Monday - Friday:
09h00 - 17h00

info@msnamibia.org

Vacancy circular

The Namibia Training Authority is inviting applications for the following positions. Download the full vacancy advertisement from our website through the following link:

http://www.nta.com.na/vacancies-portal/

DUTY STATIONS: EMBASO VOCATIONAL TRAINING CENTRE (EVTC)

1. Vocational Education and Training (VET) Trainer: Clothing Production (Grade C4) (Re-Advertised)
   Reporting to: Head of Training
2. Businesses: Hotel School (Grade C3)
   Reporting to: Accountant
3. Chef (Grade C2)
   Reporting to: Head of Hotel School
4. Driver (Grade D2)
   Reporting to: Head of Hotel School
5. Waiter(s) (B1)
   Reporting to: Supervisor: Food and Beverages

DUTY STATION: VALOMBOLA VOCATIONAL TRAINING CENTRE (VVTC)

1. Vocational Education and Training (VET) Trainer: Air-conditioning & Refrigeration (Grade C4)
   Reporting to: Head of Training

DUTY STATION: LEHMANA VOCATIONAL TRAINING CENTRE (LVTC)

2. Vocational Education and Training (VET) Trainer: Bricklaying and Plastering (Grade C4)
   Reporting to: Head of Training

DUTY STATION: RUNDU VOCATIONAL TRAINING CENTRE (RVTC)

1. Vocational Education and Training (VET) Trainer: Bricklaying and Plastering (Grade C4)
   Reporting to: Head of Training

DUTY STATION: KARAVALE VOCATIONAL TRAINING CENTRE (KVTC)

1. Vocational Education and Training (VET) Trainer: Entrepreneurship (Grade C4)
   Reporting to: Head of Training
2. Vocational Education and Training (VET) Trainer: Technical Drawing (Grade C4)
   Reporting to: Head of Training

CLOSING DATE:
11 February 2021

AL-ANON

Help for relatives of Alcoholics

AL-ANON Family groups offer help for friends and relatives of alcoholics.

They provide assistance for people who live with alcoholics.

Dawnnam@gmail.com

VENUE: cnr Lüderitzl and Kasino Street

DATE AND TIME: Thursdays at 19H00

TOP ALL-ROUNDER ... JJ Smit in action for Namibia.

Photo: Nampa/BHOTA

Three ICC tournaments postponed

• NELGE SCHÜTZ

THE International Cricket Council (ICC) on Friday announced that three series in the ICC Men's Cricket World Cup League 2 tournament, which were due to take place between March and May, have been postponed due to Covid-19.

"As part of the ICC's comprehensive contingency planning process to deal with ICC events and other commitments worldwide and with the relevant government and public health authorities, the decision has been taken to postpone all three series," the ICC said in a press release on Friday.

"The postponements are due to the unprecedented travel challenges across countries, the quarantine time required before matches and the recent surge in Covid-19 cases," it added.

The postponed matches were originally scheduled to take place between the Netherlands and Papua New Guinea, and the United States of America (USA) in Jersey, the Netherlands and Papua New Guinea, and the United States and Nepal.

The ICC said it would now work with the three nations to reschedule the tournaments before the cut-off date of 28 February.

"We are actively working with members to identify suitable windows to reschedule the three series," the ICC's Head of events, Chris Tetley said.

"We are likely to have more challenges over the coming months, but will continue to try and maximise the opportunity for members to qualify on the field of play," he added.

The ICC Men's Cricket World Cup League 2 is a three-and-half-year competition involving seven teams that are vying to win from the ICC Men's Cricket World Cup 2023. At the conclusion of the 21 tri-series, the top three teams in the standings will confirm their place in the ICC Men's Cricket World Cup Qualifier 2023, while the bottom four teams will still have a chance of qualifying via a repechage event.

Oman currently tops the league 10 points, followed by the United States on 12 and Scotland on nine points. Namibia are fourth on eight, followed by the UAE (7), Nepal (4) and PNG (0).

The tri-series scheduled in the competition is, in fully, where Scotland are due to tour Nepal and Namibia for an One Day International (ODI) (3).

Sport Schedule

Tennis

Australian Open 10h00

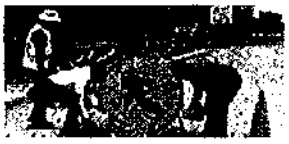
Uefa Champions League

Barcelona v PSG 21h55
Leipzig v Liverpool 21h55

Meat Board of Namibia

WHAT THE MEAT BOARD HAS DONE

TMD outcomes in the NCA – the role of the MBN

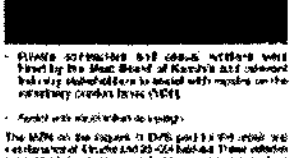


• Sylvia Kapenda (Meat Board of Namibia) and Dr Joseph Kangueehi (DVS) at the abattoir in the Meat Board of Namibia Windhoek

• Dorothy Fernaldo (Government veterinarian) getting ready to inspect the lamb

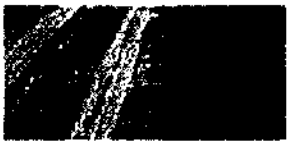
• Acquisitions of cattle in Mahenene

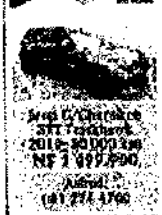
• Acquisitions of Cattle in Mahenene



• Private contracting staff cause, without what hired by the Meat Board of Namibia and relevant training stakeholders to assist with capacity on the veterinary cordon fence (VCF).

• Damaged fencing southwest of the Okondjatu gate. It is believed that the majority of damage to the stretch of the veterinary cordon fence is caused by elephants.





6 Sun Market Watch

Market Watch Kleinadvertensies • Classifieds

SPERTYE: 13:00 TWEE WERKSDAE VOOR PLASING
DEADLINES: 13:00 TWO WORKING DAYS PRIOR TO PLACEMENT

Geen advertensies sal telefonies aanvaar word nie.

TEL: 061-297 2055 **FAX:** 061-239 638
EMAIL: classifieds@republikein.com.na

No advertisements will be accepted telephonically.

CONTENTS

[illegible]

RATES & DEADLINES

[illegible]

BOOK & PAY FOR YOUR CLASSIFIED ADS ONLINE

[illegible]

TODAY IS...

[illegible]

BOOK & PAY your NEWSPAPER CLASSIFIED ads online NOW

THEN BOOK YOUR CLASSIFIED AD TODAY!

Sun

[illegible]

Mercedes Benz GLC 250 Coupe 2016
49 000 km
N$ 663 000

[illegible]

AL-ANON
HELP FOR RELATIVES OF ALCOHOLICS
AL-ANON Family groups offer help for friends and relatives of alcoholics.
They provide assistance for people who live with alcoholics.
VENUE:
DATE AND TIME:
Thursdays at 18h00

[illegible]

11.1.18 **ERF 466, ERF 444 AND ERF 779 - TRANSNAMIB LAND**
(C/M 2021/04/29 - E 466, E 444, E 779, 5/6/12)

Special Management Committee Meeting of **21 April 2021**, Addendum **6.5** page **00** refers.

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

1. **Purpose**

The purpose of this submission is to obtain a Council's decision pertaining to the future of erf 466, Erf 444 and Erf 779, better known as TransNamib Land.

2. **Background**

The TransNamib Land is located on Erf 466, Erf 444 and Erf 779 which house the current train station, offices and garages. In the past there were talks to develop the property into a luxury commercial precinct. Construction commenced but was soon stopped due to approval complications by the various Ministries. Since the stop of the project no development has taken place to date.

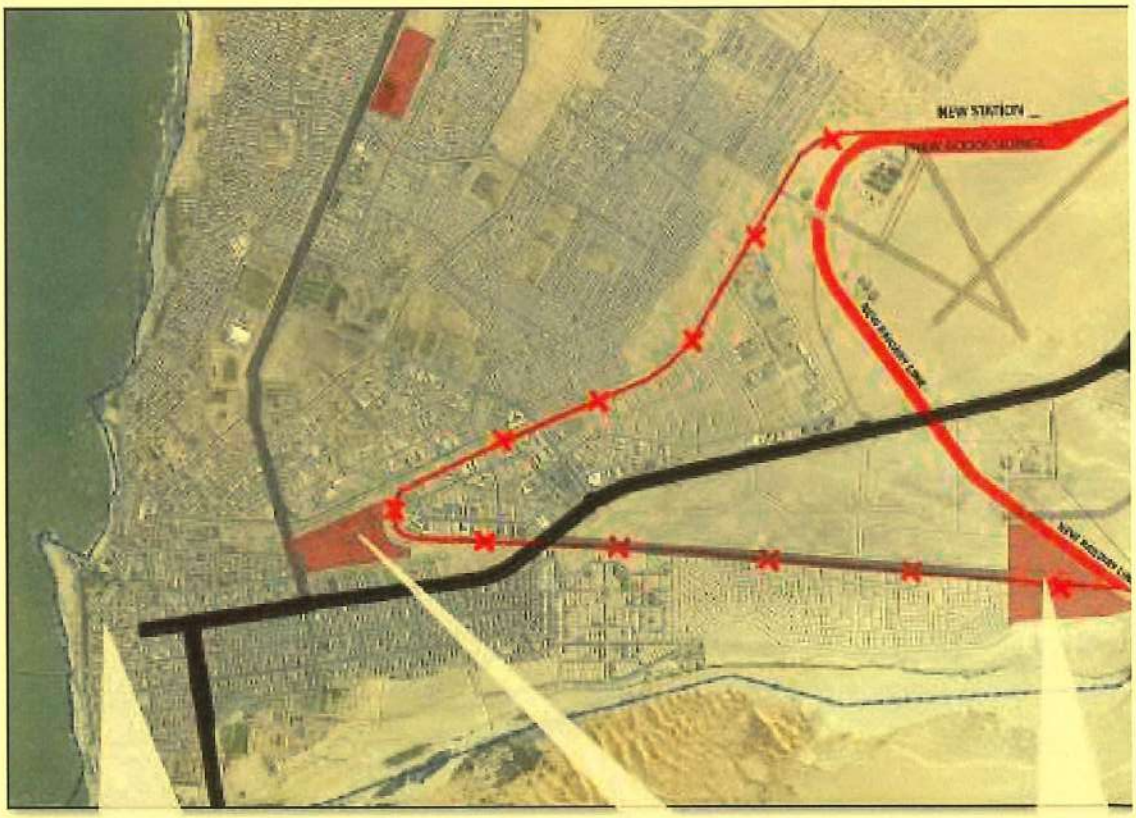


Figure 1: Extract from the Structure Plan

3. **Discussion**

During various talks, Council has express the interest to procure or entered into an agreement with government for the TransNamib Land for the purpose to utilize the land for institutional/commercial development as per the recommendations from the Swakopmund Structure Plan.

Below is an extract from the Swakopmund Structure Plan:

The alignment of the railway line leading from Arandis through the urban area of Swakopmund to Walvis Bay is considered to be undesirable to carry the type of freight it does as the geometric design of the rail curve at the eastern urban edge is too sharp to effectively and safely handle rail movement at normal speed. In addition, due to the sharp curve which must be negotiated at low speed, the passing trains generate noise which has a negative impact on the surrounding urban areas. Another concern is that, the transportation of hazard, explosive or toxic freight through urban areas poses high risk of catastrophic consequence in case of an accident and is thus undesirable.

In March 2021, the concern as stipulated above as well as that of Council became a reality, serious crash of a train which resulted in the loss of life at the curve at the eastern edge of the TransNamib Land.

4. **Conclusion**

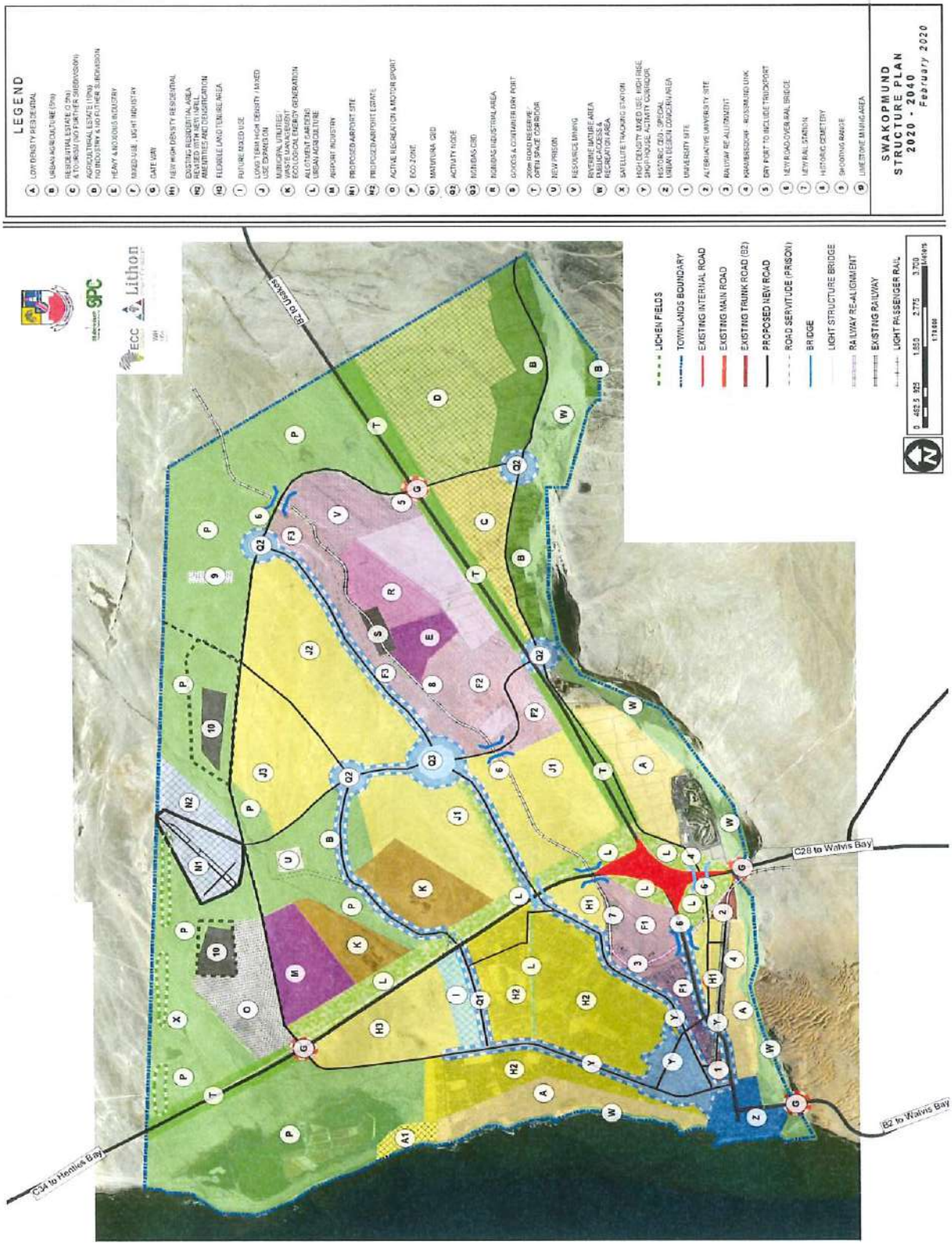
In order for the officials and Council to engage the owners of the TransNamib Land, Council will need to take the decision to whether pursue the desire to procure or acquire the TransNamib Land.

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

RECOMMENDED:

(a) That Council takes the decision to procure or acquire the following erven, Erf 466, Erf 444 and Erf 779, which will be referred to as the TransNamib land.

(b) That the Chief Executive Officer be mandated to make the necessary arrangements with the various Ministries to discuss Council's proposal to procure or acquire Erf 466, Erf 444 and Erf 779.


LEGEND
A LOW DENSITY RESIDENTIAL
B URBAN AGRICULTURE (5ha)
C RESIDENTIAL ESTATE (2 Ha) & TOURISM (NO FURTHER SUBDIVISION)
D AGRICULTURAL ESTATE (10ha) NO INDUSTRY & NO FURTHER SUBDIVISION
E HEAVY & NOXIOUS INDUSTRY
F MIXED USE, LIGHT INDUSTRY
G GATE WAY
H1 NEW HIGH DENSITY RESIDENTIAL
H2 EXISTING RESIDENTIAL AREA REVISED WITH NEW INFILL AMENITIES AND DENSIFICATION
H3 FLEXIBLE LAND TENURE AREA
I FUTURE MIXED USE
J1 LONG TERM HIGH DENSITY / MIXED USE EXPANSION
J2 MUNICIPAL UTILITIES WASTE MANAGEMENT
J3 ECOLOGICAL ENERGY GENERATION
K ALLOTMENT GARDENS
L URBAN AGRICULTURE
M AIRPORT INDUSTRY
N1 PROPOSED AIRPORT SITE
N2 PROPOSED AIRPORT ESTATE
O ACTIVE RECREATION & MOTOR SPORT
P ECO ZONE
Q1 MATUNUNA GRID
Q2 ACTIVITY NODE
Q3 NOMDAS GRID
R NOMDAS INDUSTRIAL AREA
S GOODS & CONTAINER DRY PORT
T 200m ROAD RESERVE - OPEN SPACE CORRIDOR
U NEW PRISON
V RESOURCE MINING
W RIVERINE NATURE AREA PUBLIC ACCESS & RECREATION AREA
X SATELLITE THICKING STATION
Y HIGH DENSITY MIXED USE HIGH RISE SINGHOUSE ACTIVITY CORRIDOR
Z HISTORIC GRID - SPECIAL URBAN DESIGN CONSERVATION AREA
1 UNIVERSITY SITE
2 ALTERNATIVE UNIVERSITY SITE
3 RAILWAY RE-ALLIGNMENT
4 KRAMERSDORF - ROSSMUND LINK
5 DRY PORT TO INCLUDE TRUCKPORT
6 NEW ROAD OVER RAIL BRIDGE
7 NEW RAIL STATION
8 HISTORIC CEMETERY
9 SHOOTING RANGE
10 LIMESTONE MINING AREA
SWAKOPMUND STRUCTURE PLAN 2020 - 2040
February 2020
LICHEN FIELDS
TOWNLANDS BOUNDARY
EXISTING INTERNAL ROAD
EXISTING MAIN ROAD
EXISTING TRUNK ROAD (B2)
PROPOSED NEW ROAD
ROAD SERVITUDE (PRISON)
BRIDGE
LIGHT STRUCTURE BRIDGE
RAILWAY RE-ALIGNMENT
EXISTING RAILWAY
LIGHT PASSENGER RAIL
0 462.5 925 1,850 2,775 3,700 Metres
1:75,000
C34 to Henties Bay
B2 to Walvis Bay
C28 to Walvis Bay
B2 to Usakos

11.1.19 **APPLICATION FOR EXTENSION OF TIME TO PERFORM: ERF 245, MATATURA**
(C/M 2021/04/29 - Mat 245)

Special Management Committee Meeting of **21 April 2021**, Addendum **5.5** page **72** refers.

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

1. **Introduction**

The purpose of this submission is to consider an application by Mr Josef and Ms Elmaret van Wyk, who purchased Erf 245, Matatura at the closed bid sale of **11 December 2020**. The letter is dated **15 March 2021** and is attached as **Annexure "A"**.

They apply for an extension of time of 6 months as the bank required them to submit six months good credit report. On **08 April 2021** Mr J van Wyk explained that a problem occurred when debt reflected on an account his wife closed and they now have to wait six months for the record to be cleared.

The Van Wyk couple is married in community of property and bought Erf 245, Matutura at the closed bid sale of **11 December 2020** for the amount of N$240 005.99 (less the N$3 000.00 registration fee paid). No proof of financing was provided at the date of sale (at the time it was not compulsory). Therefore, a penalty interest is levied from **11 December 2020** until date of transfer (in the case where a bank guarantee is provided). The due date for securing the purchase price was Monday, **12 April 2021**.

All non-performing purchasers will be issued with 21 days' notice to perform subject to the penalty interest charge. The 21 days will not be sufficient time for Mr and Ms Van Wyk as the bank will only **consider** their home loan after 6 months.

2. **Brief Background**

The deed of sale was issued on 14 December 2020 for signing and was promptly signed on **17 December 2020**. Due to the annual closure of the deeds office, instruction to transfer was given to Council's attorneys on **11 January 2021** and a copy was provided to the purchaser.

3. **Current Situation**

Mr & Ms van Wyk were in default to secure the purchase price on **12 April 2021** and even though a notice to rectify the breach will be issued, the 21 additional days will not be sufficient time for them to secure the purchase price.

Although they propose to pay a monthly instalment in the amount of N$10 000.00 until a home loan is approved, this cannot be considered by Council as the sale conditions for the erven located in Extension 1, Matutura does not provide for the payment of the purchase price in instalments.

The following should be kept in mind:

- *that no surety is given that a home loan (bond) will be approved after 6 months;*
- *that the rates and taxes and penalty interest (7.5%) accumulates monthly which adds an additional burden on the Van Wyk couple;*
- *in terms of Council's conditions of sale, Council undertakes to consider the next qualifying bidders listed upon expiry of the 21 days' notice period (6 bidders are listed for allocation); and*
- *considering an extension of 6 months to secure the purchase price results in reservation of the erf for future sale to Mr and Ms Van Wyk which is not in line with Council's Property Policy.*

An additional 6-month period will lapse on **12 October 2021** and the escalated interest will amount to approximately N$14 610.00 (Council will therefore possibly only receive payment after 10 months from the date of sale, keeping in mind that another month can expire after the bank issues a guarantee until transfer in the Deeds Office).

The predicament experienced by Mr and Ms Van Wyk will be prevented in future since Council passed the following resolution under item 11.1.16 on **28 January 2021.**

(d) That in order to avoid speculation and lengthy delays for Council to receive the purchase price; Council repeals its decision passed on 22 November 2018 under item 11.1.25, point (c) and adds the compulsory requirement to provide proof of financing to take part in a closed bid sale.

The above decision will assist in reducing situations whereby bidders take part in closed bid sales without properly analysing their financial ability.

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

RECOMMENDED:

That Council approves the application received from Mr & Ms Van Wyk dated 15 March 2021 for an extension of time of 6 months (end of September 2021) to secure the purchase price for Erf 245, Matutura.

ANNEXURE "A"

Municipality of Swakopmund

P.O Box 53

Swakopmund

15 March 2021

RE: Plot Nr. 245 Basil Street, Extension 1, Mutatura

Dear Mr. Alfeus Benjamin

My name is Josef van Wyk. Myself and my wife would hereby like to formally request extension on the settlement of Erf Nr. 245 Basil Street Extension 1 Mutatura.

Reasons for Extension:

- The main reasons we ask for the extension of time to pay the total of our balance on our erf no. 245 is due to the challenging unforeseen circumstances that the COVID-19 Pandemic has caused. This has caused that one of two breadwinners in our family to have an irregular salary. Now however this is not the case as of end of February 2021 both of us have now been guaranteed full salary by our respective companies.
- The bank has requested us to show them a six months good credit report which will end July 2021.
- Since we are married in communion of property the one of us that still has a good credit with the bank was unable to get finance from the bank because our marriage is a joint estate.

We would appreciate it and be very thankful if you may allow us to continue the purchase of erf no. 245. Therefore can you please take the following reasons into account and grant us the opportunity to successfully purchase the Erf no 245

- We are willing to pay N$10 000 each month for the erf as of end of March 2021 until the bank approves our loan to pay off the outstanding balance and start building our house, for we want to move in before the end of 2021

- Both our companies have agreed to help with the above mention proposition.

- It would only be fair that we sit down and make arrangement for the continue purchase of erf No. 245.

- We are already emotional connected to the erf and our house plan at our architect has been carefully planned and appreciated.

- We are first time buyers and also, we are lifelong Swakopmund residents.

Thank you for the opportunity to present our case, we are grateful for the systems in place which allows us to connect with you on this very sensitive matter. We ask that you may walk in our shoes for a while, and give us a chance to have a home in a town we are proud to be part of.

Your Sincerely

Mr. Josef van Wyk

Mrs. Elmaret van Wyk

11.1.20 **PUBLIC MEETINGS: MAY 2021**
(C/M 2021/04/29 - 5/2/1/2/3)

Special Management Committee Meeting of **21 April 2021**, Addendum **6.6** page **00** refers.

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

This submission serves to seek approval from Council to proceed with the preparations and advertising of the Council's public meetings well in advanced.

During 2020 held sessions of meeting from **9-13 February 2020.** The next public meetings are scheduled to take place from **17-21 May 2021** as tabled below:

DATE	*TARGET AUDIENCE (RESIDENTS)*	*VENUE*	*TIME*
Monday, 17 May 2021	*Mondesa*	*Multipurpose Hall*	*18H00*
Tuesday, 18 May 2021	*DRC*	*Open area behind the DRC Fire Station*	*18H00*
Wednesday, 19 May 2021	*Matutura*	*Pay point in Matutura*	*18H00*
Thursday, 20 May 2021	*Tamariskia*	*Swakopmund Town Hall (Tamariskia)*	*18H00*
Friday, 21 May 2021	*Central Business District, Vineta and Kramersdorf*	*Municipal Head Office (Council Chambers)*	*12H00*

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

RECOMMENDED:

(a) That Council promotes community involvement and public participations with various targeted community groups by hosting sessions of public meetings.

(b) That the following scheduled sessions of public meetings for 2021 be approved as follows:

DATE	*TARGET AUDIENCE (RESIDENTS)*	*VENUE*	*TIME*
Monday, 17 May 2021	***Mondesa***	***Multipurpose Hall***	***18H00***
Tuesday, 18 May 2021	***DRC***	***Open area behind the DRC Fire Station***	***18H00***
Wednesday, 19 May 2021	***Matutura***	***Pay point in Matutura***	***18H00***
Thursday, 20 May 2021	***Tamariskia***	***Swakopmund Town Hall (Tamariskia)***	***18H00***
Friday, 21 May 2021	***Central Business District, Vineta and Kramersdorf***	***Municipal Head Office (Council Chambers)***	***12H00***

(c) That Heads of Departments identify and prepare matters to be discussed at these public meetings.

(d) That the members of the public be invited via advertisement, letters and notices on various print, social media and analogue platforms.

(e) That the Marketing and Communications Section be assisted by the relevant departments / Sections during the arrangements of the meetings.

11.1.21 **DRAFT CAPITAL AND OPERATIONAL BUDGETS FOR 2021 / 2022 FINANCIAL YEAR**
(C/M 2021/04/29 - 3/1/1/1/1, 3/1/2/1)

Special Management Committee Meeting of **21 April 2021**, Addendum **5.12** page **176** refers.

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

Attached (Annexure "A", "B") hereto are draft Capital and Operational Budgets for the **2021 / 2022** Financial Year for Council's consideration.

1. Capital Budget

Attached **(Annexure "A")** hereto the Capital Projects amounting to **N$196 156 000.00** of which the amount of **N$148 788 000.00** has been earmarked for Continuation Projects and the remaining balance of **N$47 368 000.00** will be for the New Projects.

Attached **(Annexure "C")** hereto in addition are the Motivations of the New Projects.

2. Operational Budget

Attached **(Annexure "B")** hereto also is the summarised version of Council's balance Operational Budget **as prescribed by our Line Ministry**, for Council's consideration thereof.

2.1 Water Supply - Bulk Purchase Price

The current Bulk Purchase Price of water from the Utility is **N$14.87.**

Below inserted are the Staggered Prices for water supply in town.

Staggered Tariffs Swakopmund and Smallholdings:

Tariffs	*Proposed increased Tariff (N$)*
9m³ - 30m³	*17.85*
31m³ - 60m³	*22.50*
61m³ and above	*34.80*

Special Tariffs (Agricultural) - Smallholdings:

Tariffs	*Proposed increased Tariff (N$)*
9m³ - 30m³	*17.85*
31m³ - 60m³	*19.30*
61m³ and above	*21.53*

Hereunder also are the other Tariffs:

Basics Levies	***Normal Accounts (N$)***	***Senior Citizens (N$)***
Water (1 July 2020)	*126.66*	*25.00*
Waste Management	*112.00*	*71.00*
Sewerage	*196.00*	*168.40*
Additional Sewerage	*6.00 per m³*	*6.00 per m³*
Rates & Taxes	*Levy based on values*	*Levy based on values*

Disposal Fees	*6.00*	*6.00*
Cleaning of Open Spaces	*6.00*	*16.00*
Fire Brigade Levies - Domestic	*2.00*	*2.00*
Fire Brigade Levies - Business	*16.50*	*Not applicable*

Tariffs increases were approved as indicated hereunder for the past Financial Years:

Service Type	***2015 / 2016***	***2016 / 2017***	***2017 / 2018***	***2018 / 2019***	***2019 / 2020***	***2020 / 2021***
Rates and Taxes	*Factor adjusted*	*10%*	*10%*	*8%*	*8%*	*No Tariff Increases*
Refuse Removal	*7.5%*	*10%*	*10%*	*8%*	*7%*	*No Tariff Increases*
Sewerage	*20%*	*17.5%*	*10%*	*8%*	*8%*	*No Tariff Increases*
Water	*5.5% - 7.5%*	*5.5% - 7.5%*	*5.5% - 10%*	*5.5% - 11.75%*	*8%*	*No Tariff Increases*
Tourism	*10% - 12%*		*2% - 10%*			*No Tariff Increases*
Other Tariffs	*10%*	*10%*	*10%*	*10%*	*10%*	*No Tariff Increases*

All other Tariffs are attached **(Annexure "D")** hereto for reviewing thereof.

2.2 Assessment Rates - General Valuation Roll

The General Valuation Roll exercise of rateable properties was completed in **May 2020** and will be implemented as from **1 July 2021** at reduced rates.

Current Tariffs and the new reduced Tariffs for Rates & Taxes are:

TARIFF DETAIL	***2020/2021***	***2021/2022***
	All Erven in Townships	
On Site	*N$0.018693*	*N$0.014020*
Improvements	*N$0.008629*	*N$0.006472*
	Smallholdings: Business	
On Site	*N$0.052312, less 60% per dollar*	*N$0.039234, less 60% per dollar*
Improvements	*N$0.010528, less 60% per dollar*	*N$0.007896, less 60% per dollar*
	Smallholdings: Agriculture	
On Site	*N$0.005222, less 60% per dollar*	*N$0.003917, less 60% per dollar*
Improvements	*N$0.002117, less 60% per dollar*	*N$0.001588, less 60% per dollar*

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

RECOMMENDED:

(a) **That due to prevailing economic circumstances, it is once again recommended that Council consider NOT increasing Tariffs for the 2021 / 2022 Financial Year as well.**

(b) **That Council approves the Capital Budget amounting to N$196 156 000.00.**

(c) **That Council approves the balance Operational Budget amounting to N$471 569 800.00.**

(d) **That the below Tariffs be approved for the implementation of the 2020 General Valuation Roll.**

TARIFF DETAIL	*2021/2022*
All Erven in Townships	
On Site	*N$0.014020*
Improvements	*N$0.006472*
Smallholdings: Business	
On Site	*N$0.039234, less 60% per dollar*
Improvements	*N$0.007896, less 60% per dollar*
Smallholdings: Agriculture	
On Site	*N$0.003917, less 60% per dollar*
Improvements	*N$0.001588, less 60% per dollar*

ANNEXURE "A"

Capital Budget

Capital Projects 2021 - 2022

Department / Section	Votenumber	Description	Continuation Projects	New Projects
Council	10-10-3-10-001-00	OFFICE FURNITURE	-	50 000
Corporate Services & Human Capital	15-00-3-10-001-00	OFFICE FURNITURE	-	30 000
Corporate Services & Human Capital	15-05-3-10-001-00	OFFICE FURNITURE	-	50 000
Corporate Services & Human Capital	15-05-3-10-002-00	FILE TRACKING SYSTEM	200 000	-
Corporate Services & Human Capital		ARCHIVE 5 HIGH DENSITY CABINETS - PHASE 1	-	470 000
Corporate Services & Human Capital		MUNICIPAL PROPERTY ASSET REGISTER	-	360 000
Corporate Services & Human Capital		ELECTRONIC REGISTERING SYSTEM FOR PROPERTIES	-	300 000
Corporate Services & Human Capital		SATELLITE OFFICE	-	300 000
Finance	20-05-3-10-001-00	OFFICE FURNITURE	-	80 000
Finance	20-05-3-10-005-00	PARTITIONING OFFICES	70 000	-
Finance	20-05-3-10-122-00	SATELLITE PAY POINT	-	400 000
Public Buildings	25-05-3-10-053-00	DESIGN AND CONSTRUCTION OF PUBLIC ABLUTION FACILITY - KAVITA PARK	2 000 000	-
Public Buildings	25-05-3-10-056-00	CONSTRUCTION OF SME INDUSTRIAL PARK	21 000 000	-
Public Buildings	25-05-3-10-058-00	CONSTRUCTION OF SOCIAL HOUSING IN MATUTURA	4 398 000	5 000 000
		CONSTRUCTION OF BUILT TOGETHER HOUSES - PHASE 2		
Public Buildings	25-05-3-10-054-00	RENOVATION OF MUSEUM ROOF AND ELECTRICAL SYSTEM	1 200 000	-
Public Buildings	25-05-3-10-056-00	PLANNING MATUTURA HALL AND EMERGENCY SHELTER	4 600 000	
	25-05-3-10-124-00	ASSESSMENT WOERMAN HAUS	400 000	
Public Buildings	25-10-3-10-071-00	PURCHASING OF OPEN AIR GYM EQUIPMENT	1 500 000	-
Public Buildings	25-15-3-10-086-00	DESIGNING OF OPEN MARKET DRC	991 000	-
Public Buildings		CONSTRUCTION OF TEN (10) MARKET STALLS	-	185 000
Public Buildings		UPGRADE BUSINESS STALLS	-	1 300 000
Public Buildings		PAVING OF SATURDAY MARKET (PHASE 2)	-	500 000
Health Services	30-00-3-10-001-00	OFFICE FURNITURE	-	80 000
Health Services		URBAN AGRICULTUTRE INFRASTRUCTURE AND EQUIPMENT		500 000
Fire Brigade	35-00-3-10-123-00	TURNABLE LADDER PUMPER UNIT	12 000 000	-
Fire Brigade		PURCHASE OF 5 000 L FIRE TRUCK	-	5 000 000
Fire Brigade		PURCHASING OF 2 X NEW VEHICLES	-	900 000
Fire Brigade	35-05-3-10-001-00	OFFICE FURNITURE	50 000	-
Fire Brigade		EQUIPMENT FOR CALL CENTRE	-	300 000
Mole, Pier & Strand	40-00-3-10-022-00	EXTEND PAVED WALKWAY ALONG THE BEACH	1 500 000	1 000 000
Mole, Pier & Strand	40-00-3-10-023-00	MOLE - BREAKWATER PROTECTION AND JETTY	1 431 000	-
Mole, Pier & Strand	40-00-3-10-024-00	NEW PUBLIC TOILETS & DRESSING ROOMS	3 206 000	-
Mole, Pier & Strand	40-00-3-10-025-00	NEW PUBLIC TOILETS AT THE KLIP JETTY	2 986 000	-
Parks and Gardens		NEW TRACTOR	-	300 000
Parks and Gardens		NEW BOMAG ROLLER		500 000
Economic Development Services	45-00-3-10-001-00	OFFICE FURNITURE	-	50 000
Engineering Services	50-00-3-10-001-00	OFFICE FURNITURE	-	50 000
Engineering Services		UPGRADING OF AERODROME	-	2 500 000
Town Planning	50-00-3-10-010-00	ALTERATIONS TO OFFICE SPACE	300 000	-
Town Planning	50-00-3-10-128-00	CONSULTANCY SERVICES FOR INTERGRATED INFRASTRUCRURE MASTER PLAN	4 000 000	-
Town Planning	50-00-3-10-015-00	FORMULATION OF THE SWAKOPMUND STRUCTURE PLAN	470 000	-
Town Planning		ADHOC PLANNING AND CADASTRAL	-	1 500 000
Town Planning		PLANNING AND SURVEYING PORTIONS 182, 183 AND 184	-	1 000 000
Town Planning		SURVEYING OF HAGE SQUARE	-	759 000
Town Planning		REVIEWING OF TOWN PLANNING SCHEME	-	404 000
Town Planning		SUBDIVISION AND SURVEYING NORTHERN PORTIONS	-	400 000
Town Planning		DESERT VIEW PLANNING AND SURVEY	-	1 000 000
Town Planning		COASTLINE ASSESSMENT	-	600 000
Town Planning		ENVIRONMENT IMPACT ASSESSMENT MUNICIPAL PROJECTS	-	300 000
Electricity Supply	55-00-3-10-093-00	STREET LIGHTS EXTENSIONS 40,41 AND 42	2 985 000	-
Trucks	50-25-3-10-089-00	NEW 3.5 TON D/CAB TIPPER - GRAVEL ROAD	780 000	-
Road Rollers	50-40-3-10-090-00	NEW BITELLI ROAD ROLLER	1 800 000	-
Front End Loaders	50-55-3-10-091-00	NEW FRONT-END LOADER	2 400 000	-
Water Supply	60-00-3-10-095-00	WATER METER REPLACEMENT PROGRAM (NEW EXTENSIONS)	-	3 000 000
Streets	65-00-3-10-121-00	SERVICE: DRC INFORMAL SETTLEMENT AREA - EXTENSION 31	16 000 000	-
Streets	65-00-3-10-042-00	UPGRADING OF STORM WATER SYSTEMS	4 000 000	-
Streets	65-00-3-10-043-00	SURFACING OF STREETS AND ROADS - MOSSEY STREET	8 100 000	-
Streets	65-00-3-10-044-00	UPGRADING ROAD RAKOTOKA AND GROOTFONTEIN STREET	15 000 000	-
Streets		PLANNING AND DESIGN OF VARIOUS ROADS	2 000 000	-
Solid Waste Management	70-00-3-10-059-00	1 X NEW SKIP REMOVAL TRUCKS	2 500 000	-
Solid Waste Management	70-00-3-10-060-00	RENOVATION OF CLEANSING RESTROOMS	3 185 000	-
Solid Waste Management		NEW SKIP CONTAINER TRUCK	-	2 000 000
Solid Waste Management		4 000 X MOBILE ORANGE AND BLACK REFUSE BINS	-	4 000 000
Solid Waste Management		EXTENSION OF LANDFILL SITE	-	2 000 000
Solid Waste Management		5 X DEEP COLLECTION FACILITIES AT PLAY PRAKS	-	300 000
		50 x SKIP CONTAINERS	-	1 200 000
Waste Water	75-00-3-10-074-00	SMALL MULTI TASK LOADER / BACK ACTOR	950 000	-
Waste Water	75-00-3-10-076-00	CLEAN AND REPAIR RAW WATER PUMP	2 025 000	-
Waste Water	75-00-3-10-077-00	MID BLOCK SEWERS REPLACEMENT PH IV - MONDESA	7 839 000	-
Waste Water	75-00-3-10-078-00	CONSTRUCTION OF LIFTING STATION FOR INDUSTRIAL AREA	5 000 000	6 000 000
Waste Water	75-00-3-10-079-00	MID-BLOCK SEWERS REPLACEMENT PH III - TAMARISKIA	9 522 000	-
Waste Water	75-00-3-10-081-00	RAW WATER TANK LINING	1 000 000	-
Waste Water	75-00-3-10-082-00	UPGRADE SCREENING SYSTEM AT RAW WATER	1 000 000	-
Waste Water	75-00-3-10-125-00	TRAILER MOUNTED SELF PRIMING SLUDGE PUMP	400 000	
Waste Water		EMERGENCY GENERATOR	-	1 500 000
Waste Water		MILE 4 PUMPSTATION RISING MAIN TO DRC PUMPSTATION	-	1 200 000
			148 788 000	47 368 000
		TOTAL		196 156 000

GBR06002 *-* Swakopmund Municipality - PRODUCTION *-* 22 April 2021 12:58:46
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Budget Year : 2021/2022 All Accounts Budget Type(s) 12 Report Selection 4

ANNEXURE "B"

Calculate on netto budget

Account No	Description	Budget Last Year	Expenditure To Date	User Estimate Budget	Approx	% Est	% Approx
	COUNCIL						
	EXPENDITURE						
	EMPLOYEE RELATED COSTS: WAGES/SALA						
00-00-1-01-005-00	SALARIES & WAGES	100877800	68959551.00	101030500		+ 100.00	+ 0.15
00-00-1-01-010-00	SALARIES: ANNUAL BONUS	8378900	6594462.32	8450000		+ 100.00	+ 0.84
00-00-1-01-015-00	SALARIES : OVERTIME	9691000	7943483.33	12311000		+ 100.00	+ 27.03
00-00-1-01-020-00	ALLOWANCES : STANDBY	631000	323747.00	757000		+ 100.00	+ 19.96
00-00-1-01-025-00	ALLOWANCES : UNIFORMS	380000	236030.14	264000		+ 100.00	- 30.52
00-00-1-01-030-00	ALLOWANCES : VEHICLE	2706520	1852551.30	2709000		+ 100.00	+ 0.09
00-00-1-01-035-00	ALLOWANCES : HOUSING	6317900	3568187.90	4802000		+ 100.00	- 23.99
00-00-1-01-040-00	LONG SERVICE AWARDS	875400	217359.00	532400		+ 100.00	- 39.18
00-00-1-01-045-00	WATER SAN & SEWAGE (STAFF)	3210000	2010371.64	3406800		+ 100.00	+ 6.13
00-00-1-01-050-00	SHIFT ALLOWANCES	290000	219504.25	300000		+ 100.00	+ 3.44
00-00-1-01-060-00	HOUSING SUBSIDY	27838300	20371354.26	31278000		+ 100.00	+ 12.35
00-00-1-01-065-00	SANITATION ALLOWANCE	409200	299800.00	492400		+ 100.00	+ 20.33
00-00-1-01-075-00	TRANSPORT ALLOWANCE	5256000	3444755.81	5280000		+ 100.00	+ 0.45
00-00-1-01-080-00	CONTRACT WORKERS	2208500	1086226.13	2251600		+ 100.00	+ 1.95
00-00-1-01-085-00	JOB ATTACHMENT	1010000	602017.00	1015000		+ 100.00	+ 0.49
00-00-1-01-090-00	RECRUITMENT COSTS & MEDICAL TESTS	256500	24123.42	244500		+ 100.00	- 4.67
00-00-1-01-100-00	LIFE SAVERS	100000	58524.26	100000		+ 100.00	
	SUB-TOTAL:SALARIES WAGES & ALLOW	170437020	117812048.76	175224200		+ 100.00	+ 2.80
	EMPLOYEE RELATED COSTS: SOCIAL CON						
00-00-1-05-005-00	CONTRIBUTIONS : PENSION FUND	21797800	14863102.90	21828100		+ 100.00	+ 0.13
00-00-1-05-010-00	CONTRIBUTIONS : MEDICAL AID FUND	20547800	14000526.60	21779800		+ 100.00	+ 5.99
00-00-1-05-015-00	SOCIAL SECURITY ACT	466500	300034.56	570500		+ 100.00	+ 22.29
00-00-1-05-020-00	MED AID : PENS CURRENT SERVICE COS	3700000	3063662.87	4000000		+ 100.00	+ 8.10
	SUBTOTAL: SOCIAL CONTRIBUTIONS	46512100	32227326.93	48178400		+ 100.00	+ 3.58
	REMUNERATION OF COUNCILLORS						
00-00-1-20-005-00	COUNCILLORS : ALLOWANCES	2725000	1940220.00	2725000		+ 100.00	
00-00-1-20-010-00	SITTING FEES	250000	190400.00	300000		+ 100.00	+ 20.00
	SUBTOTAL: REMUNERATION OF COUNCILL	2975000	2130620.00	3025000		+ 100.00	+ 1.68
	DEPRECIATION & AMORTISATION						
00-00-1-35-005-00	DEPRECIATION	8339700		8469700		+ 100.00	+ 1.55
00-00-1-35-010-00	INTEREST : EXTERNAL	390000	192092.04	440000		+ 100.00	+ 12.82
	SUB-TOTAL:DEPR AND AMORT	8729700	192092.04	8909700		+ 100.00	+ 2.06

Budget Year : 2021/2022 All Accounts Budget Type(s) 12 Report Selection 4

Calculate on netto budget

Account No	Description	Budget Last Year	Expenditure To Date	User Estimate Approx Budget	% Est	% Approx
	REPAIRS & MAINTENANCE					
00-00-1-40-010-00	BUILDINGS & STRUCTURES (CIVIL)	2743000	721889.24	2844500	+ 100.00	+ 3.70
00-00-1-40-015-00	BUILDINGS & STRUCTURES (ELECTRICAL	75000	50452.00	100000	+ 100.00	+ 33.33
00-00-1-40-020-00	CENTRAL HEATING & FREEZER UNIT	60000	50067.46	60000	+ 100.00	
00-00-1-40-025-00	CENTRAL SPORT FIELD	600000	322232.59	660000	+ 100.00	+ 10.00
00-00-1-40-030-00	CONSUMER CONNECTIONS	880000	437563.83	139100	+ 100.00	- 84.19
00-00-1-40-045-00	REPLACEMENT OF METERS			3000000	+ 100.00	+ 100.00
00-00-1-40-050-00	FIRE HYDRANTS (REPLACEMENTS)	100000	34870.23	200000	+ 100.00	+ 100.00
00-00-1-40-055-00	FRIDGES REPLACEMENTS (X6)			100000	+ 100.00	+ 100.00
00-00-1-40-060-00	FRIDGES STOVES & EQUIPMENT	24000		30000	+ 100.00	+ 25.00
00-00-1-40-065-00	FURNITURE	3300				- 100.00
00-00-1-40-085-00	DECORATIVE LIGHTS	50000		50000	+ 100.00	
00-00-1-40-095-00	MAINTENANCE : AIRPORT	600000	14765.82	500000	+ 100.00	- 16.66
00-00-1-40-120-00	MAINTENANCE : REFUSE DUMP	55000		55000	+ 100.00	
00-00-1-40-130-00	PURIFIED SEWAGE NETWORK	300000	23007.52	300000	+ 100.00	
00-00-1-40-140-00	ROAD SIGNS & ROBOTS	1000000	545694.60	1000000	+ 100.00	
00-00-1-40-145-00	SEWAGE CONNECTIONS	95700	37983.85	100000	+ 100.00	+ 4.49
00-00-1-40-150-00	SEWAGE DISPOSAL WORKS	176000	123283.05	200000	+ 100.00	+ 13.63
00-00-1-40-155-00	SEWAGE NETWORK	1871000	1619395.81	1800000	+ 100.00	- 3.79
00-00-1-40-160-00	STREETLIGHTS & NETWORK	3300				- 100.00
00-00-1-40-170-00	MAINTENANCE: STREETS AND ROADS	3500000	3239996.90	5000000	+ 100.00	+ 42.85
00-00-1-40-175-00	TOOLS & EQUIPMENT (REPLACEMENT)	389600	80044.80	401400	+ 100.00	+ 3.02
00-00-1-40-180-00	FLEET MAINTENANCE	5737200	2561236.09	5752000	+ 100.00	+ 0.25
00-00-1-40-185-00	WATER NETWORK	3005500	1221173.53	3206000	+ 100.00	+ 6.67
00-00-1-40-190-00	WORKSHOP CHARGES (INTERNAL)	109430		89400	+ 100.00	- 18.30
00-00-1-40-195-00	WORKSHOP CHARGES (INT. LABOUR-NOT	7920				- 100.00
00-00-1-40-200-00	KERBSTONE MAINTENANCE	2500000	1848530.09	2500000	+ 100.00	
00-00-1-40-205-00	ROADMARKING	1000000	613924.35	1100000	+ 100.00	+ 10.00
00-00-1-40-225-00	PAVEMENT REPAIR	1580000	1196501.64	1650000	+ 100.00	+ 4.43
00-00-1-40-230-00	STORMWATER INSTALLATION / REPAIRS	300000	3133.35	300000	+ 100.00	
00-00-1-40-235-00	PPP: CLEANING OF STREETS	2400000	1249597.89	2500000	+ 100.00	+ 4.16
00-00-1-40-240-00	PPP: MILLING OF MANURE	242000	59100.00	250000	+ 100.00	+ 3.30
00-00-1-40-250-00	MAINTENANCE NEW PLANT	990000	372112.77	990000	+ 100.00	
00-00-1-40-255-00	CONDITION MONITORING	169400		169400	+ 100.00	
00-00-1-40-260-00	DE-RUSTING OF VEHICLES	2740000	102395.00	2780000	+ 100.00	+ 1.45
00-00-1-40-265-00	WATER PUMPS	100000		400000	+ 100.00	+ 300.00
00-00-1-40-270-00	AIR TOOLS	100000		100000	+ 100.00	
00-00-1-40-275-00	FENCING OF WATER RESERVOIRS			900000	+ 100.00	+ 100.00
	SUB-TOTAL:REPAIRS & MAINTENANCE	33507350	16528952.41	39226800	+ 100.00	+ 17.06
	INTEREST: EXTERNAL					
00-00-1-45-005-00	INTEREST : EXTERNAL	405000	164644.44	460000	+ 100.00	+ 13.58
	SUBTOTAL INTEREST: EXTERNAL	405000	164644.44	460000	+ 100.00	+ 13.58

Budget Year : 2021/2022 All Accounts Budget Type(s) 12 Report Selection 4

Calculate on netto budget

Account No	Description	Budget Last Year	Expenditure To Date	User Estimate Budget	Approx	% Est	% Approx
	BULK PURCHASES						
00-00-1-50-010-00	WATER PURCHASES	81000000	56596756.23	81000000		+ 100.00	
	SUBTOTAL BULK PURCHASES	81000000	56596756.23	81000000		+ 100.00	
	GENERAL EXPENSES						
00-00-1-55-005-00	INTERNAL AUDIT SERVICES	700000		800000		+ 100.00	+ 14.28
00-00-1-55-015-00	ASSESSMENT RATES PAY TO REG.COUNCI	7100000		7400000		+ 100.00	+ 4.22
00-00-1-55-020-00	BRINE PURCHASES	150000	57940.50	120000		+ 100.00	- 20.00
00-00-1-55-025-00	VEHICLE TRACKING SYSTEM	520680	198434.73	603000		+ 100.00	+ 15.81
00-00-1-55-030-00	BURIAL FEES (PAUPERS)	3000	2496.41	3000		+ 100.00	
00-00-1-55-035-00	RENEWAL OF RADIO LICENCES	84740	9509.52	76600		+ 100.00	- 9.60
00-00-1-55-040-00	CIVIL PROTECTION (COVID-19)	250500	197584.45	300000		+ 100.00	+ 19.76
00-00-1-55-045-00	RENEWAL OF VEHICLE LICENCES	1161650	666891.41	1433700		+ 100.00	+ 23.41
00-00-1-55-055-00	CONFERENCE EXPENSES	948000	178739.24	929000		+ 100.00	- 2.00
00-00-1-55-060-00	SOFTWARE LICENCES	700000	313086.28	700000		+ 100.00	
00-00-1-55-070-00	CONSUMABLE ITEMS	1327600	725860.79	1477000		+ 100.00	+ 11.25
00-00-1-55-075-00	CONTAGIOUS DISEASES	35000	1860.15	35000		+ 100.00	
00-00-1-55-085-00	PPP'S: CLEANING OF BUNGALOWS	350000	69975.40	350000		+ 100.00	
00-00-1-55-090-00	DEVERMINISATION	27500		30000		+ 100.00	+ 9.09
00-00-1-55-095-00	ANIMAL CONTROL	160000	92810.16	170000		+ 100.00	+ 6.25
00-00-1-55-100-00	CONSUMER EDUCATION	35000		35000		+ 100.00	
00-00-1-55-105-00	ELECTRICITY (E-RED)	4889440	2736439.40	4463000		+ 100.00	- 8.72
00-00-1-55-110-00	REFILLING OF FIRE EXTINGUISHERS	100000	2597.29	100000		+ 100.00	
00-00-1-55-115-00	ENTERTAINMENT : MAYOR	15000	10760.97	15000		+ 100.00	
00-00-1-55-120-00	FAIR EXPENSES	80000	28667.70	80000		+ 100.00	
00-00-1-55-125-00	FUEL	4838900	2300329.86	4976200		+ 100.00	+ 2.83
00-00-1-55-130-00	FUNCTIONS & ENTERTAINMENT	772500	264503.92	765000		+ 100.00	- 0.97
00-00-1-55-135-00	GARAGE RENTAL	101780	43297.50	110000		+ 100.00	+ 8.07
00-00-1-55-140-00	GARDEN EQUIPMENT	105000	69317.52	115400		+ 100.00	+ 9.90
00-00-1-55-145-00	STABILIZATION-FIRE VICTIMS SITES	50000		50000		+ 100.00	
00-00-1-55-150-00	IMPLEMENT & LABOUR CHARGES (CIVIL)	518700	101552.55	525900		+ 100.00	+ 1.38
00-00-1-55-165-00	KERB STONES MAINTENANCE	320000		320000		+ 100.00	
00-00-1-55-170-00	ROAD MARKING	180000		180000		+ 100.00	
00-00-1-55-175-00	CLEANING OF STREETS	1000000	256311.77	1000000		+ 100.00	
00-00-1-55-180-00	MAINTENANCE : SURFACED ROADS	700000	123061.16	700000		+ 100.00	
00-00-1-55-185-00	MAINTENANCE : GRAVEL ROADS	4500000	2366561.67	4500000		+ 100.00	
00-00-1-55-190-00	MAINTENANCE : PAVEMENTS	300000	832.50	300000		+ 100.00	
00-00-1-55-195-00	STORM WATER REPAIRS	50000		50000		+ 100.00	
00-00-1-55-200-00	IMPLEMENT & LABOUR CHARGES (ELECTR	15000	8174.80	20000		+ 100.00	+ 33.33
00-00-1-55-205-00	INSURANCE	1692500	1139814.15	1728100		+ 100.00	+ 2.10
00-00-1-55-210-00	RENEWAL OF DRIVERS LICENCES (STAFF	36250	5861.20	37700		+ 100.00	+ 4.00
00-00-1-55-220-00	LAUNDRY EXPENSES	600000	168345.09	550000		+ 100.00	- 8.33
00-00-1-55-225-00	ROAD SAFETY CAMPAIGN	20000	14115.73	22000		+ 100.00	+ 10.00
00-00-1-55-230-00	LUNCH FOR THE ELDERLY	380000	363330.20	400000		+ 100.00	+ 5.26

Budget Year : 2021/2022 All Accounts Budget Type(s) 12 Report Selection 4

Calculate on netto budget

Account No	Description	Budget Last Year	Expenditure To Date	Estimate	User Approx Budget	% Est	% Approx
00-00-1-55-235-00	LEGAL FEES	750000	729743.84	800000		+ 100.00	+ 6.66
00-00-1-55-240-00	LICENCES	2000		22000		+ 100.00	+1000.00
00-00-1-55-245-00	LOSS CONTROL	45000	6418.68	45000		+ 100.00	
00-00-1-55-260-00	MEDICAL EXAMINATIONS	195700	138657.36	240700		+ 100.00	+ 22.99
00-00-1-55-265-00	MEMBERSHIP & SUBSCRIPTION FEES	346000	82008.70	346000		+ 100.00	
00-00-1-55-270-00	OIL	71240	10336.02	81900		+ 100.00	+ 14.96
00-00-1-55-275-00	NOTICES & ADVERTISEMENTS	632000	479154.86	612000		+ 100.00	- 3.16
00-00-1-55-280-00	PLANTS EX NURSERY	322000	215455.95	354200		+ 100.00	+ 10.00
00-00-1-55-285-00	POLLUTION CONTROL	190000	115469.33	300000		+ 100.00	+ 57.89
00-00-1-55-290-00	POSTAGE	815000	567858.90	865000		+ 100.00	+ 6.13
00-00-1-55-295-00	BANK	1521100	615353.97	1501100		+ 100.00	- 1.31
00-00-1-55-300-00	CORPORATE GIFTS & PROMOTIONAL ITEM	250000	50265.93	400000		+ 100.00	+ 60.00
00-00-1-55-305-00	PRINTING & STATIONARY	1917610	1024738.00	2014500		+ 100.00	+ 5.05
00-00-1-55-310-00	PROFESSIONAL FEES	180000	17882.95	410000		+ 100.00	+ 127.77
00-00-1-55-315-00	PROFESSIONAL SERVICES	568250	83445.40	571000		+ 100.00	+ 0.48
00-00-1-55-320-00	PROCESSING OF ACCOUNTS	320000	259588.35	400000		+ 100.00	+ 25.00
00-00-1-55-325-00	PROTECTIVE CLOTHING	1749000	836407.96	1630500		+ 100.00	- 6.77
00-00-1-55-330-00	PUBLICITY	855000	190248.57	860500		+ 100.00	+ 0.64
00-00-1-55-335-00	PUBLICITY : MAYORS OFFICE	10000		10000		+ 100.00	
00-00-1-55-340-00	RENEWAL OF TV LICENCES	81100	4418.35	63000		+ 100.00	- 22.31
00-00-1-55-345-00	RENEWAL OF TV LICENCES	420000					- 100.00
00-00-1-55-350-00	PURCHASES SEEDLINGS	14000	11436.62	15400		+ 100.00	+ 10.00
00-00-1-55-355-00	BASELINE RISK ASSESSMENT	170000		170000		+ 100.00	
00-00-1-55-360-00	CLEANING OF OFFICES	400000	303782.64	500000		+ 100.00	+ 25.00
00-00-1-55-370-00	GREEN ENVIRONMENT PROJECT	45000	442.98	60000		+ 100.00	+ 33.33
00-00-1-55-385-00	RENTAL : TOOLS AND IMPLEMENTS	1000		1000		+ 100.00	
00-00-1-55-405-00	RENTAL : ELECTRONIC EQUIPMENT	785000	539047.45	850500		+ 100.00	+ 8.34
00-00-1-55-410-00	RENTAL : CYLINDERS	58540	9440.85	25000		+ 100.00	- 57.29
00-00-1-55-415-00	PURCHASE : PA SYSTEM	21500		15000		+ 100.00	- 30.23
00-00-1-55-420-00	RESEARCH	25000	1923.06	25000		+ 100.00	
00-00-1-55-425-00	SEASONAL EQUIPMENT	25000		25000		+ 100.00	
00-00-1-55-430-00	SEAWEED REMOVAL	50000	29282.89	50000		+ 100.00	
00-00-1-55-435-00	SECURITY GUARDS	7000000	5494124.66	7500000		+ 100.00	+ 7.14
00-00-1-55-450-00	PPP: GROUPS	859900	565404.00	985000		+ 100.00	+ 14.54
00-00-1-55-455-00	PPP: GROUPS	60000		180000		+ 100.00	+ 200.00
00-00-1-55-460-00	SUNDRY EXPENSES	7000		7000		+ 100.00	
00-00-1-55-465-00	TELEPHONE	1667650	1142995.74	1966400		+ 100.00	+ 17.91
00-00-1-55-470-00	TOOLS & EQUIPMENT: REPLACEMENT	487800	104097.65	1656400		+ 100.00	+ 239.56
00-00-1-55-475-00	TRAINING EQUIPMENT & MATERIALS	10000		10000		+ 100.00	
00-00-1-55-480-00	TRAINING OF PERSONNEL	662200	45492.07	798700		+ 100.00	+ 20.61
00-00-1-55-485-00	VET LEVY	2012200	1294753.71	2252000		+ 100.00	+ 11.91
00-00-1-55-490-00	VALUATION COSTS	1100000	500.00	200000		+ 100.00	- 81.81
00-00-1-55-495-00	ADVERTISING MATERIALS	15000		15000		+ 100.00	
00-00-1-55-500-00	W C A	797900	525420.00	1162100		+ 100.00	+ 45.64
00-00-1-55-510-00	CLEANING OF WARDS	4780000	1000000.00	2000000		+ 100.00	- 58.15
00-00-1-55-515-00	ANNUAL LICENCE FEES	66000	51451.81	73000		+ 100.00	+ 10.60
00-00-1-55-520-00	TEAM BUILDING EVENTS	40000		40000		+ 100.00	
00-00-1-55-525-00	SWAKOPMUND MAYORAL SPORTS TORUNAME	30000		30000		+ 100.00	

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00-00-1-55-550-00	PURCHASES: PRE-PAID TOKENS	200000		200000		+ 100.00	
00-00-1-55-555-00	IEC MATERIAL	20000	5264.51	20000		+ 100.00	
00-00-1-55-570-00	MEDICAL EXPENSES (INJURIES ON DUTY	40000	31733.21	40000		+ 100.00	
00-00-1-55-575-00	LABORATORY FEES	104300		57500		+ 100.00	- 44.87
00-00-1-55-580-00	URBAN GARDEN PROJECT	259000	134930.89	200000		+ 100.00	- 22.77
00-00-1-55-585-00	JOB EVALUATIONS	506300		513000		+ 100.00	+ 1.32
00-00-1-55-590-00	MAINTENANCE REFUSE DUMP	3000000	2114568.17	3200000		+ 100.00	+ 6.66
00-00-1-55-595-00	SKIP SYSTEM: DRC	55000		55000		+ 100.00	
00-00-1-55-600-00	CONTROL OF MOSQUITOES	60500		50000		+ 100.00	- 17.35
00-00-1-55-605-00	RENT: MOBILE TOILETS	1580000	1266802.72	1735000		+ 100.00	+ 9.81
00-00-1-55-620-00	NEW PLANT: OUTSOURCING	4500000	2997386.53	4000000		+ 100.00	- 11.11
00-00-1-55-625-00	NEW PLANT: ELECTRICITY	14500000	8124624.25	13000000		+ 100.00	- 10.34
00-00-1-55-630-00	NEW PLANT: CONSUMABLES	484000	14519.15	484000		+ 100.00	
00-00-1-55-635-00	SAIMSA GAMES	150000					- 100.00
00-00-1-55-645-00	MARKETING STRATEGY	200000	25876.30	300000		+ 100.00	+ 50.00
00-00-1-55-650-00	WEBSITE DESIGN AND MAINTENACE	100000	10000.00	100000		+ 100.00	
00-00-1-55-655-00	RENTAL : COMPUTER SYSTEM	9570000	6343484.15	9584100		+ 100.00	+ 0.14
00-00-1-55-660-00	DESTINATION SWAKOPMUND MARKETING	250000	32251.55	350000		+ 100.00	+ 40.00
00-00-1-55-665-00	SALE OF ERVEN	3200000	3048964.69				- 100.00
00-00-1-55-670-00	AUCTIONERS	50000		50000		+ 100.00	
00-00-1-55-675-00	BEAUTIFICATION OF TOWN	120000	25106.38	132000		+ 100.00	+ 10.00
00-00-1-55-680-00	SEEDLING TABLES	60000		66000		+ 100.00	+ 10.00
00-00-1-55-685-00	OUTDOOR AIR QUALITY TEST KIT	65000		50000		+ 100.00	- 23.07
00-00-1-55-690-00	STANDBY GENERATORS ANNUAL SERVICE	100000		100000		+ 100.00	
00-00-1-55-695-00	REPLACE MANHOLE COVERS	150000		150000		+ 100.00	
00-00-1-55-700-00	ADDITIONS TO SCADA SYSTEM	180000					- 100.00
00-00-1-55-705-00	ADDITIONS TO SCADA SYSTEM	400000	273496.96	600000		+ 100.00	+ 50.00
00-00-1-55-710-00	REPLACE HIGH PRESSURE HOSES	120000		120000		+ 100.00	
00-00-1-55-715-00	REPAIR TOWER WATER INLET PIPE	100000		100000		+ 100.00	
00-00-1-55-720-00	UPGRADE PUMPSTATION 15 CONTROL BOA	150000		150000		+ 100.00	
00-00-1-55-725-00	REPLACE FLOW TO TOWN METER	60000		60000		+ 100.00	
00-00-1-55-730-00	REPLACE ROTARY ASSEMBLY OLD KSB SL	80000		80000		+ 100.00	
00-00-1-55-735-00	IINTERGRATION OF DIGRETTERS	90000		90000		+ 100.00	
00-00-1-55-740-00	CRITICAL SPARE PARTS	500000	2164.56	600000		+ 100.00	+ 20.00
00-00-1-55-745-00	PURCHASING OF CUTLERY	80000	28431.95	100000		+ 100.00	+ 25.00
00-00-1-55-750-00	PURCHASING OF SHOWER MATS	50000		55000		+ 100.00	+ 10.00
00-00-1-55-755-00	PURCHASING MICRO WAVES	100000		110000		+ 100.00	+ 10.00
00-00-1-55-760-00	TV & DSTV FOR BRANDBERG & SPITZKOP	125000		137500		+ 100.00	+ 10.00
00-00-1-55-775-00	PAYMENTS: DONATIONS	300000	245968.76				- 100.00
00-00-1-55-780-00	PAYMENTS: FUNDS & GRANTS	150000	138115.18	150000		+ 100.00	
00-00-1-55-785-00	BUILDING STANDARDS			300000		+ 100.00	+ 100.00
00-00-1-55-790-00	EMERGENCY EQUIPMENT			200000		+ 100.00	+ 100.00
	SUB-TOTAL:GENERAL EXPENSES	109059530	53929803.18	104899600		+ 100.00	- 3.81
	GRANTS						
00-00-1-60-010-00	MAYOR'S CHILDREN XMAS PARTY	40000		50000		+ 100.00	+ 25.00

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00-00-1-60-015-00	SUNDRY GRANTS	1500		1500		+ 100.00	
00-00-1-60-020-00	S.P.C.A. : WATER	4000	1645.82	4000		+ 100.00	
00-00-1-60-025-00	ART ASSOC. (RENT WOERMANN HOUSE)	1500		1500		+ 100.00	
00-00-1-60-030-00	YOUTH ORGANISATIONS	5000		5000		+ 100.00	
00-00-1-60-040-00	INDEPENDENCE & 125 YEARS CELEBRATI	10000		10000		+ 100.00	
00-00-1-60-045-00	STUDENTS SUBSIDY	400000	331636.82	450000		+ 100.00	+ 12.50
00-00-1-60-050-00	PUR.SEW.: ROSSMUND GOLF CLUB	75000	50000.00	500000		+ 100.00	+ 566.66
00-00-1-60-055-00	PUR.SEW.: SOCCER CLUB	7500	5000.00	100000		+ 100.00	+ 999.99
00-00-1-60-060-00	PUR.SEW.: REITERVEREIN	3750	2270.82	50000		+ 100.00	+ 999.99
00-00-1-60-065-00	PUR.SEW.: CENTRAL SPORTSGROUNDS	30000		30000		+ 100.00	
00-00-1-60-070-00	DISTRICT AIDS COMMITTEE (DAC)	5000		5000		+ 100.00	
00-00-1-60-075-00	SWAKOPMUND PRIVATE SCHOOL			150000		+ 100.00	+ 100.00
	SUBTOTAL GRANTS	623250	425133.46	1357000		+ 100.00	+ 117.72
	DONATIONS						
00-00-1-65-005-00	P.A.M.S. (REPAIRS TO SCHOOL)			150000		+ 100.00	+ 100.00
00-00-1-65-010-00	YOUTH CHOIR	1000		1000		+ 100.00	
00-00-1-65-015-00	BLOOD TRANSFUSION SERVICES	1000	1000.00	1000		+ 100.00	
00-00-1-65-020-00	ERONGO REG COUNCIL	1000		1000		+ 100.00	
00-00-1-65-025-00	JUNIOR COUNCIL : SEMINAR	1000	1000.00	5000		+ 100.00	+ 400.00
00-00-1-65-030-00	DONATIONS BY MAYOR	4000	2162.05	4000		+ 100.00	
00-00-1-65-035-00	ERONGO :HOUSE OF SAFETY	5000					- 100.00
00-00-1-65-040-00	BACK TO SCHOOL CMPAIGN	5000					- 100.00
00-00-1-65-045-00	MUSIC WEEK / CULTURAL	1000		1000		+ 100.00	
00-00-1-65-050-00	FIRE VICTIMS	170000	98988.13	100000		+ 100.00	- 41.17
00-00-1-65-055-00	PARTNERSHIP: THE DOME SWAKOPMUND			530000		+ 100.00	+ 100.00
00-00-1-65-060-00	JOHANNITER UNFALLHILFE	1000	1000.00	1000		+ 100.00	
00-00-1-65-065-00	CANCER ASSOCIATION	1000	1000.00	1000		+ 100.00	
00-00-1-65-070-00	SPORTS CLUB	1000		1000		+ 100.00	
00-00-1-65-075-00	ASSOCIATION FOR THE HANDICAP	1000		1000		+ 100.00	
00-00-1-65-080-00	S.P.C.A.	5000	5000.00	5000		+ 100.00	
00-00-1-65-085-00	NCCI - SWAITEX TRADE FAIR	100000					- 100.00
00-00-1-65-090-00	BOOKPRIZES (SCHOOLS)	16000	9000.00	16000		+ 100.00	
00-00-1-65-095-00	ACCOMODATION NAMIBIAN POLICE	120000		120000		+ 100.00	
	SUBTOTAL DONATIONS	434000	119150.18	938000		+ 100.00	+ 116.12
	LOSS ON SALE OF PPE						
	CONTRIBUTIONS						
00-00-1-75-030-00	LEAVE GRATUITY FUND	1395000		1930000		+ 100.00	+ 38.35
00-00-1-75-040-00	MAINTENANCE RESERVE	10000					- 100.00
00-00-1-75-065-00	RENEWALS FUND	5000					- 100.00

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00-00-1-75-095-00	PROVISION: BONUSSES	27650		320000		+ 100.00	+ 999.99
00-00-1-75-100-00	PROVISION: SEVERANCE PAY	945000		1580000		+ 100.00	+ 67.19
00-00-1-75-115-00	PROVISION: EARLY RETIREMENT	198000		740000		+ 100.00	+ 273.73
	SUB-TOTAL:CONTRIBUTIONS	2580650		4570000		+ 100.00	+ 77.08
	DEPARTMENTAL CHARGES						
00-00-1-90-045-00	PURIFIED SEWAGE EFFLUENT	1500		3000		+ 100.00	+ 100.00
00-00-1-90-050-00	REFUSE REMOVAL	991000	574458.70	1072700		+ 100.00	+ 8.24
00-00-1-90-055-00	SEWAGE LEVIES	1134000	589060.96	1220000		+ 100.00	+ 7.58
00-00-1-90-075-00	WATER CONSUMPTION	1450000	769026.93	1485400		+ 100.00	+ 2.44
	SUB-TOTAL:DEPARTMENTAL CHARGES	3576500	1932546.59	3781100		+ 100.00	+ 5.72
	TOTAL OPERATING EXPENDITURE	459840100	282059074.22	471569800		+ 100.00	+ 2.55
	REVENUE						
	NON EXCHANGE REVENUE						
	ASSESSMENT RATES						
00-00-2-05-005-00	ASSESSMENT RATES	-146900000	-113785002.81	-146900000		+ 100.00	
00-00-2-05-010-00	INTEREST: LATE FEES	-2400000		-2400000		+ 100.00	
	SUBTOTAL ASSESSMENT RATES	-149300000	-113785002.81	-149300000		+ 100.00	
	GRANTS AND SUBDISIES						
00-00-2-10-005-00	CAPITAL INCOME	-220000	-58520.00	-220000		+ 100.00	
00-00-2-10-010-00	SUBSIDY	-2450000		-2450000		+ 100.00	
00-00-2-10-015-00	SUBSIDY (50%)	-2500000		-2500000		+ 100.00	
00-00-2-10-040-00	INTEREST ON INVESTMENTS	-3000000		-3000000		+ 100.00	
00-00-2-10-045-00	INTEREST ON CALL ACCOUNTS	-12350960		-25930000		+ 100.00	+ 109.94
00-00-2-10-055-00	INTEREST ON SALE OF ERVEN		-429136.55	-200000		+ 100.00	- 100.00
	SUB-TOTAL:GRANTS AND SUBDISIES	-20520960	-3721737.69	-34300000		+ 100.00	+ 67.14
	SUBTOTAL NON EXCHANGE REVENUE	-169820960	-117506740.50	-183600000		+ 100.00	+ 8.11
	EXCHANGE REVENUE						
	GENERAL INCOME						
00-00-2-20-020-00	BUNGALOWS	-200000	-138276.00	-200000		+ 100.00	

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00-00-2-20-025-00	CARAVAN PARK	-60000	-88470.00	-60000		+ 100.00	
00-00-2-20-030-00	SPITZKOPPE	-3500000	-673973.48	-3500000		+ 100.00	
00-00-2-20-035-00	COMMISSION (N.H.E.)	-10000	-2685.34	-10000		+ 100.00	
00-00-2-20-040-00	CONSUMER CONNECTIONS	-150000	-219203.01	-150000		+ 100.00	
00-00-2-20-045-00	CONSUMERS	-700000	-465489.10	-700000		+ 100.00	
00-00-2-20-050-00	RENTAL COUNCIL CHAMBERS	-3000		-3000		+ 100.00	
00-00-2-20-055-00	DEPARTMENTAL: PURIFICATION	-1000000	-2239327.64	-1000000		+ 100.00	
00-00-2-20-060-00	DEPARTMENTAL: WATER SALES (CONSUMP	-1300000	-1640294.86	-1300000		+ 100.00	
00-00-2-20-065-00	DOG LICENCES	-45000	-12279.20	-45000		+ 100.00	
00-00-2-20-070-00	COMPLIANCE CERTIFICATE	-150000	-132214.34	-150000		+ 100.00	
00-00-2-20-085-00	DEBIT ORDER COSTS	-160000	-102841.30	-160000		+ 100.00	
00-00-2-20-105-00	ENCROACHMENT	-45000	-47260.00	-45000		+ 100.00	
00-00-2-20-110-00	ENGINEERING CHARGES	-100000	-4919.40	-100000		+ 100.00	
00-00-2-20-120-00	FAIR	-20000	-26956.46	-30000		+ 100.00	+ 50.00
00-00-2-20-130-00	FIRE BRIGADE CHARGES	-700000	-539963.00	-700000		+ 100.00	
00-00-2-20-135-00	FISH	-2700000	-859394.61	-2700000		+ 100.00	
00-00-2-20-140-00	WELWITSCHIA	-1000000	-434760.81	-1000000		+ 100.00	
00-00-2-20-145-00	GECKO	-750000	-318517.37	-750000		+ 100.00	
00-00-2-20-150-00	DUNES	-3900000	-1746116.71	-3900000		+ 100.00	
00-00-2-20-155-00	GRAVE CARETAKING	-2000	-392.00	-2000		+ 100.00	
00-00-2-20-160-00	GARAGE: E-RED	-20000	-10167.03	-20000		+ 100.00	
00-00-2-20-165-00	RENTAL: HR TRAINING ROOM	-10000		-10000		+ 100.00	
00-00-2-20-175-00	INCOME: TOILETS - DRC	-30000					- 100.00
00-00-2-20-180-00	ISSUE OF PLANTS : DEPARTMENTAL	-372500		-372500		+ 100.00	
00-00-2-20-200-00	LATE FEES	-2200000	568714.07	-2200000		+ 100.00	
00-00-2-20-210-00	LEASE : CONFERENCE ROOM	-55000	-15130.46	-55000		+ 100.00	
00-00-2-20-225-00	LEASE : ERVEN (RUL)	-80000	-50910.75	-80000		+ 100.00	
00-00-2-20-230-00	CLEANING OF OPEN AREAS	-2700000	-2538267.93	-2700000		+ 100.00	
00-00-2-20-235-00	LEASE : TOWN HALL (MAHETAGO)	-95000	1979.00	-95000		+ 100.00	
00-00-2-20-245-00	RENTAL: MULI PURPOSE CENTRE	-100000	-49140.74	-110000		+ 100.00	+ 10.00
00-00-2-20-250-00	LEASE : TOWN HALL (TAM)	-200000	-15480.35	-200000		+ 100.00	
00-00-2-20-255-00	LEVY ON PURCHASES (7%)	-1850000	-812523.39				- 100.00
00-00-2-20-260-00	LEVY ON REQUISITIONS (17%)	-1400000					- 100.00
00-00-2-20-265-00	LUXARY BUNGALOWS 6	-3500000	-1371497.40	-3500000		+ 100.00	
00-00-2-20-270-00	MAINTENANCE : ADVERT SIGNS	-2000	-302.00	-2200		+ 100.00	+ 10.00
00-00-2-20-275-00	MAINTENANCE INCOME	-435000	-197356.24	-435000		+ 100.00	
00-00-2-20-285-00	MINIMUM CONSUMPTION	-20000000	-15110735.72	-20000000		+ 100.00	
00-00-2-20-290-00	MINIMUM CONSUMPTION: PENSIONERS	-550000	-414475.00	-550000		+ 100.00	
00-00-2-20-315-00	OTHER SPORTSCLUBS	-50000	-416487.60	-400000		+ 100.00	+ 700.00
00-00-2-20-330-00	PROFIT ON OIL	-15000	-2583.90	-15000		+ 100.00	
00-00-2-20-335-00	PURIFICATION : TOWN	-20500000	-13862837.69	-20500000		+ 100.00	
00-00-2-20-340-00	RE-CONNECTION FEES	-550000	-89178.74	-550000		+ 100.00	
00-00-2-20-350-00	REGISTRATION OF BUSINESSES	-1400000	-1177459.21	-1400000		+ 100.00	
00-00-2-20-355-00	RENTAL : AIRPORT	-470		-1000		+ 100.00	+ 112.76
00-00-2-20-360-00	RENTAL : BUSINESS BUILDINGS	-15000	-5780.00	-15000		+ 100.00	
00-00-2-20-365-00	RENTAL : ABATTOIR	-50000	-38341.15	-55000		+ 100.00	+ 10.00
00-00-2-20-395-00	RENTAL : HANGERS	-1400000	-774026.16	-1400000		+ 100.00	
00-00-2-20-410-00	RENTAL : KIOSK	-100000	-174726.72	-150000		+ 100.00	+ 50.00

Budget Year : 2021/2022 All Accounts Budget Type(s) 12 Report Selection 4

Calculate on netto budget

Account No	Description	Budget Last Year	Expenditure To Date	Estimate	User Approx Budget	% Est	% Approx
00-00-2-20-415-00	RENTAL : LAND	-3900000	-2448572.66	-3900000		+ 100.00	
00-00-2-20-420-00	RENTAL : MEDULETU COMMUNITY HALL	-70000	-10606.00	-70000		+ 100.00	
00-00-2-20-440-00	RENTAL : SIDE WALKS	-15000	-874.57	-15000		+ 100.00	
00-00-2-20-445-00	RENTAL : STAFF HOUSES	-180000	-107075.00	-180000		+ 100.00	
00-00-2-20-450-00	RENTAL : STRAND HOTEL	-30000	-33670.06	-30000		+ 100.00	
00-00-2-20-460-00	RENTAL : WOERMANN HOUSE	-350000	-250346.21	-350000		+ 100.00	
00-00-2-20-465-00	REPRODUCTION OF PLANS	-10000		-10000		+ 100.00	
00-00-2-20-475-00	SERVICE CHARGES: PURIFIED WATER	-420000	-747550.00	-797900		+ 100.00	+ 89.97
00-00-2-20-480-00	REFUSE REMOVAL (BUSINESSES)	-11500000	-7968719.73	-11500000		+ 100.00	
00-00-2-20-485-00	REFUSE REMOVAL (HOUSEHOLD)	-20500000	-14086902.13	-20500000		+ 100.00	
00-00-2-20-500-00	SALE OF PLANTS	-700000	-760709.80	-700000		+ 100.00	
00-00-2-20-505-00	SAND EXPLOITATION LEVIES	-230000	-41435.00	-230000		+ 100.00	
00-00-2-20-510-00	SEWAGE CONNECTIONS	-50000	-26400.00	-50000		+ 100.00	
00-00-2-20-515-00	SMALL HOLDINGS	-400000	-316414.00	-400000		+ 100.00	
00-00-2-20-525-00	SPORT FIELD	-130000	-35799.10	-50000		+ 100.00	- 61.53
00-00-2-20-540-00	SPORTGROUNDS (GOVERNMENT)	-45000	-22176.00	-45000		+ 100.00	
00-00-2-20-545-00	STREETS MAINTENANCE TOWN	-3900000	-2604200.00	-3900000		+ 100.00	
00-00-2-20-550-00	SUNDRY FINES	-2000	-17115.89	-10000		+ 100.00	+ 400.00
00-00-2-20-560-00	AMOUNTS CHARGED OUT	-3600		-3600		+ 100.00	
00-00-2-20-565-00	SUNDRY INCOME (RECEIPTS)	-805900	-400128.06	-805900		+ 100.00	
00-00-2-20-570-00	SUNDRY INCOME (WIFI VOUCHERS)	-200		-200		+ 100.00	
00-00-2-20-575-00	SUNDRY REMOVALS	-220000	-128468.40	-220000		+ 100.00	
00-00-2-20-600-00	MOON VALLEY	-650000	-272431.41	-650000		+ 100.00	
00-00-2-20-610-00	WATER SALES	-76500000	-40418691.88	-76500000		+ 100.00	
00-00-2-20-615-00	WORKSHOP INCOME	-300000	-268938.07	-300000		+ 100.00	
00-00-2-20-625-00	RENTAL : SAFES	-2000		-2000		+ 100.00	
00-00-2-20-640-00	PRE-PAID METERS	-1500000		-1500000		+ 100.00	
00-00-2-20-650-00	RENT : HAWKERS AREA	-35000	-8074.27	-35000		+ 100.00	
00-00-2-20-655-00	REGISTRATION: PLUMBERS	-4500	-4336.56	-4500		+ 100.00	
00-00-2-20-665-00	STREETLIGHTS: BASIC	-2600000	-341633.83	-2600000		+ 100.00	
00-00-2-20-670-00	RENT: ERF 630	-170000	-54152.00	-170000		+ 100.00	
00-00-2-20-675-00	SALE OF PROCUREMENT BIDDING DOCUME	-1000					- 100.00
00-00-2-20-680-00	RENTAL BUSINESS STALLS	-80000	-90203.00	-80000		+ 100.00	
00-00-2-20-690-00	TRAINING INCOME	-30000		-30000		+ 100.00	
00-00-2-20-695-00	LA SURCHARGE	-16500000	-9913924.41	-15500000		+ 100.00	- 6.06
00-00-2-20-705-00	DEPARTMENT: BASIC	-700000		-700000		+ 100.00	
00-00-2-20-710-00	DISPOSAL FEES: BUSINESSES	-4000000	-2732600.00	-4000000		+ 100.00	
00-00-2-20-715-00	DISPOSAL FEES: CONSUMERS	-1300000	-820693.19	-1300000		+ 100.00	
00-00-2-20-720-00	SALES: PROMOTIONAL ITEMS	-8000	-9112.92	-8000		+ 100.00	
00-00-2-20-740-00	PENALTIES: ILLEGAL BUILDINGS	-50000	-1058637.42	-50000		+ 100.00	
00-00-2-20-755-00	SALE OF TOKENS (PRE-PAID WATER)	-200000	-295.00	-200000		+ 100.00	
00-00-2-20-765-00	ADMINISTRATION LEVY (15%)	-250000	-267575.76	-250000		+ 100.00	
00-00-2-20-775-00	BURIAL FEES	-300000	-185073.01	-170000		+ 100.00	- 43.33
00-00-2-20-780-00	ADMISSION FEES : WOERMANN TOWER	-775000	-604560.19	-775000		+ 100.00	
00-00-2-20-785-00	ABBATOIR INSPECTION FEES	-90000	-75106.00	-90000		+ 100.00	
00-00-2-20-790-00	BUILDING PLAN INSPECTION FEES	-19000	-315.00	-19000		+ 100.00	
00-00-2-20-800-00	BASIC : UNDEVELOPED ERVEN	-3100000	-1982615.15	-3100000		+ 100.00	
00-00-2-20-805-00	BASIC : TOWN	-58010970	-49141781.46	-64450000		+ 100.00	+ 11.09

Budget Year : 2021/2022 All Accounts Budget Type(s) 12 Report Selection 4

Calculate on netto budget

Account No	Description	Budget Last Year	Expenditure To Date	User Estimate Budget	Approx	% Est	% Approx
00-00-2-20-810-00	BETTERMENT FEES		-455093.35	-150000		+ 100.00	- 100.00
00-00-2-20-825-00	OUTSOURCE GYM	-48000		-48000		+ 100.00	
00-00-2-20-835-00	RENTAL: MARKET STALLS	-140000		-140000		+ 100.00	
00-00-2-20-870-00	INTEREST ON HOUSING LOANS		-86357.01	-50000		+ 100.00	- 100.00
00-00-2-20-875-00	INTEREST ON HOUSING LOANS		-17586.05	-10000		+ 100.00	- 100.00
	SUB-TOTAL:GENERAL INCOME	-285000140	-185069539.76	-287969800		+ 100.00	+ 1.04
	SUBSIDIES						
	SUB-TOTAL:EXCHANGE REVENUE	-285000140	-185069539.76	-287969800		+ 100.00	+ 1.04
	GROSS INCOME	-454821100	-302576280.26	-471569800		+ 100.00	+ 3.68
	NET INCOME/EXPENDITURE	5019000	-20517206.04				- 100.00
	COUNCIL						
	EXPENDITURE						
	EMPLOYEE RELATED COSTS: WAGES/SALA						
00-10-1-01-005-00	SALARIES & WAGES	2882000	2257333.09	3015500		+ 100.00	+ 4.63
00-10-1-01-010-00	SALARIES: ANNUAL BONUS	239000	265337.59	251000		+ 100.00	+ 5.02
00-10-1-01-015-00	SALARIES : OVERTIME	10000	1117.25	10000		+ 100.00	
00-10-1-01-030-00	ALLOWANCES : VEHICLE	318000	236916.00	319000		+ 100.00	+ 0.31
00-10-1-01-035-00	ALLOWANCES : HOUSING	25100	19096.23	26000		+ 100.00	+ 3.58
00-10-1-01-040-00	LONG SERVICE AWARDS	18400	8717.00	18400		+ 100.00	
00-10-1-01-045-00	WATER SAN & SEWAGE (STAFF)	40000	80389.44	120000		+ 100.00	+ 200.00
00-10-1-01-060-00	HOUSING SUBSIDY	1113100	875586.24	1168000		+ 100.00	+ 4.93
00-10-1-01-075-00	TRANSPORT ALLOWANCE	60000	45000.00	60000		+ 100.00	
00-10-1-01-080-00	CONTRACT WORKERS	5000		5000		+ 100.00	
00-10-1-01-090-00	RECRUITMENT COSTS & MEDICAL TESTS	10000		10000		+ 100.00	
	SUB-TOTAL:SALARIES WAGES & ALLOW	4720600	3789492.84	5002900		+ 100.00	+ 5.98
	EMPLOYEE RELATED COSTS: SOCIAL CON						
00-10-1-05-005-00	CONTRIBUTIONS : PENSION FUND	622400	488639.33	652000		+ 100.00	+ 4.75
00-10-1-05-010-00	CONTRIBUTIONS : MEDICAL AID FUND	274000	307076.16	441000		+ 100.00	+ 60.94
00-10-1-05-015-00	SOCIAL SECURITY ACT	20000	5103.00	20000		+ 100.00	
00-10-1-05-020-00	MED AID : PENS CURRENT SERVICE COS	3700000	3063662.87	4000000		+ 100.00	+ 8.10

CAPITAL BUDGET 2021 / 2022

ANNEXURE "C"

MOTIVATIONS

COUNCIL (10-10)

1. OFFICE FURNITURE **N$ 50 000.00**

Provision for replacement of redundant office equipment as well as purchase of additional office equipment as required.

HUMAN CAPITAL DEVELOPMENT (15-00)

1. OFFICE FURNITURE **N$ 30 000.00**

Provision for replacement of redundant office equipment as well as purchase of additional office equipment as required.

CORPORATE SERVICES (15-05)

1. OFFICE FURNITURE **N$ 50 000.00**

Provision for replacement of redundant office equipment as well as purchase of additional office equipment as required.

2. ARCHIVE 5 HIGH DENSITY CABINETS PHASE 1 **N$ 470 000.00**

Replacement of current Filing Cabinets in order to create more space for archiving.

3. MUNICIPAL PROPERTY ASSET REGISTER **N$ 360 000.00**

To procure an electronic registering system for all property transactions.

4. ELECTRONIC REGISTERING SYSTEM FOR PROPERTIES **N$ 300 000.00**

Provision for an electronic database system for all property transactions.

5. SATELLITE OFFICE (MATUTURA) **N$ 300 000.00**

To procure a container to serve as a Housing Office in Matutura.

FINANCE (20-05)

1. OFFICE FURNITURE **N$ 80 000.00**

Provision for replacement of redundant office equipment as well as purchase of additional office equipment as required.

2. SATELLITE PAY POINT **N$ 400 000.00**

An execution of Council Resolution.

PUBLIC BUILDINGS (25-05)

1. CONSTRUCTION OF SOCIAL HOUSING IN MATUTURA **N$ 5 000 000.00**

Provision for the construction of low cost housing in Matutura, for beneficiaries identified through the Housing Programme of Council.

2. CONSTRUCTION OF TEN (10) MARKET STALLS **N$ 185 000.00**

A new design for the layout of the nursery was obtained during January 2021 which includes new workshops as well as a market garden for the production and sale of garden equipment and fresh produce from the allotment gardens established next to the nursery.

3. MONDESA CENTRAL BUSINESS INITIATIVE **N$ 1 645 000.00**

Council in September 2020 approved the proposed development activities aimed at reviving the Mondesa Central Business surrounding areas.

Upgrade Business Stalls	*N$ 1 300 000.00*
Construction of playpark – Amphitheatre	*N$ 345 000.00*

4. PAVING OF SATURDAY MARKET (PHASE 2) **N$ 500 000.00**

Daniel Kamho Fresh Produce and Wood Market have been expanded during Phase 1 of the project in an attempt to meet the increasing demand for sites that would accommodate a variety of activities. It is therefore needed to finalise the paving of this site to be able to demarcate the site accordingly.

HEALTH SERVICES (30-00)

1. OFFICE FURNITURE **N$ 80 000.00**

Provision for replacement of redundant office equipment as well as purchase of additional office equipment as required.

1. URBAN AGRICULTURE INFRASTRUCTURE & EQUIPMENT N$ 500 000.00

Funds are required to continue implementing the objectives set out below:

- Establishing allotment garden project
- Increase the availability of fresh organic vegetables locally
- Increased food security and household income
- Improved diets and health of vulnerable community members
- Develop a community education resource centre for organic gardening
- Educate and train the communities on basic crop production.

FIRE BRIGADE (35-00)

1. PURCHASE OF 5000LT FIRE TRUCK N$ 5 000 000.00

The Major Rescue Pumper Appliance is utilized in fire and rescue operations and is equipped with an interior water capacity of five thousand (5000lt) litres of water which is an essential part of the Section's rescue and extrication equipment (Cutting tools, Prying tools, Pushing/Pulling tools and Striking tools). According to the SANS 10090: 2003, Major Pumper Appliances must be replaced every 15 years. The current Major Pumper Appliance is a 2005 year model and is currently more than fifteen (15) years old. In addition, the truck has been experiencing numerous breakdowns on a daily basis.

2. REPLACEMENT OF A NISSAN DOUBLE CAB AND OPEL VIVARO N$ 900 000.00

The Nissan Double Cab 4x4 and Opel Vivaro were purchased in 2005 and 2011 respectively.
These two vehicles have been experiencing constant mechanical and rusting problems. As such, the funds are required to procure similar vehicles in order to execute the Section's duties and responsibilities effectively. The current kilometre readings of the vehicles are 162 036 and 81 183.

TRAFFIC (35-05)

1. PURCHASE EQUIPMENT FOR THE SWAKOPMUND CALL CENTRE (PHASE 1) N$ 300 000.00

A Call Centre is a centralised office used for receiving or transmitting a large volume of enquiries by a proper Telephone System. The above amount is required to purchase office furniture and equipment such as 4x Desktop Computers; 4x USB Headsets and Microphones; Data Handler; Software to maintain call records; Voice Over Internet Protocol (VOIP); Automatic Call Distributor (ACD) and Workforce Management Tools.

MOLE, PIER & STRAND (40-00)

1. EXTEND PAVED WALKWAY ALONG THE BEACH **N$ 1 000 000.00**

This project is to cater for the extension of the recently completed beach walkway beyond the paddock gardens up to Platz Am Meer Complex as well as to attend to widening of portions of the existing beach walkway.

PARKS AND GARDENS (40-05)

1. NEW TRACTOR **N$ 300 000.00**

There is only 1 tractor to mow all the sport fields around town. In the event that this tractor is in for repairs, the work load gets behind schedule.

2. NEW BOMAG ROLLER **N$ 500 000.00**

Council recently entered into an agreement with Cricket Namibia to utilize Vineta North Sport Stadium for cricket sport development. As part of this agreement Council is responsible to purchase a bomag roller for the regular maintenance of the cricket pitch.

ECONOMIC DEVELOPMENT (45-00)

1. OFFICE FURNITURE **N$ 50 000.00**

Provision for replacement of redundant office equipment as well as purchase of additional office equipment as required.

ENGINEERING SERVICES (50-00)

1. OFFICE FURNITURE **N$ 50 000.00**

Provision for replacement of redundant office equipment as well as purchase of additional office equipment as required.

2. UPGRADING OF AERODROME **N$ 2 500 000.00**

Provision is made for the upgrading and licensing of the Aerodrome.

3. ADHOC PLANNING AND CADASTRAL **N$ 1 500 000.00**

Meant for miscellaneous activities and erven pegs replacement.

4. PLANNING AND SURVEYING PORTIONS 182, 183 AND 184 **N$ 1 000 000.00**

These portions need to be created so as to enable the establishment of planned townships.

1. SURVEYING OF HAGE SQUARE **N$ 759 000.00**

Surveying is an integral of the township establishment, it is a regal requirement.

2. REVIEWING OF TOWN PLANNING SCHEME **N$ 404 000.00**

A continuation project. Consultant has already been appointed.

3. SUBDIVISION AND SURVEYING NORTHERN PORTIONS **N$ 400 000.00**

Surveying is an integral of the township establishment, it is a regal requirement.

4. DESERT VIEW PLANNING AND SURVEY **N$ 1 000 000.00**

Council approved the establishment of the township, provision should be made for both planning and surveying costs.

5. COASTLINE ASSESSMENT **N$ 600 000.00**

It is a continuation project. The consultant is currently engaged but our assumption is that the exercise will likely take longer than the time left on this financial year. Hence why the funds are requested. It is likely that a large part of the current 600 000.00 will already be paid to the consultant and very little required in the next financial year.

6. ENVIRONMENT IMPACT ASSESSMENT MUNICIPAL PROJECTS
N$ 300 000.00

Provision for Council's projects that requires Environmental Impact Assessment.

WATER SUPPLY (60-00)

1. WATER METER REPLACEMENT PROGRAM **N$ 3 000 000.00**

This program is part of the whole water loss and management program, whereby identified suburbs in Swakopmund will receive new electronic domestic water meters as well as zonal meters.

SOLID WASTE MANAGEMENT (CLEANSING SERVICES) (70-00)

1. NEW SKIP CONTAINER TRUCK **N$ 2 000 000.00**

To extend the fleet for the current Skip Cleaning System and especially in the area of Erf 161-163.

1. MOBILE REFUSE BINS (2000 ORANGE AND 2000 BLACK) N$ 4 000 000.00

The waste and recycling bins are needed for the extensions in town and includes DRC Mass Housing and other new developments in town.

2. EXTENSION/ FENCING OF LANDFILL SITE N$ 2 000 000.00

Due to limited storage space and the proposed height restriction of the current landfill site, it has become necessary to increase the storage area.

3. DEEP COLLECTION SYSTEM (X5) N$ 300 000.00

The Deep Collection Waste Storage System will be implemented at Parks and Open Spaces and entails constructing of a pit for the storage of a 5 cubic meter isolated refuse bag in order to promote a safe waste storage area in Public Parks and Open Spaces.

4. SKIP CONTAINERS (X50) N$ 1 200 000.00

The skips are required for the envisaged movement of informal settlers to Erven 161-163. This needs to be included in the new Budget even though it was not discussed in the original Budget Plan.

WASTE WATER (75-00)

1. CONSTRUCTION OF LIFTING STATION FOR INDUSTRIAL AREA N$ 6 000 000.00

Provision for the construction of a sand trap behind the Mondesa Multi-Purpose Centre and a Screen at Pump Station 09 to alleviate the challenges with sand blockages in the sewer system.

2. EMERGENCY GENERATOR N$ 1 500 000.00

Pump station 16 serves a large portion of Tamariskia and Mondesa. The objective of this project is to provide uninterrupted power supply to the pump station no 16 at the Town Hall.

3. MILE 4 PUMP 4 PUMPSTATION RISING MAIN TO DRC PUMPSTATION N$ 1 200 000.00

The rising main from Mile 4 Pumpstation to DRC pump station will reduce the flow of sewerage that is expected in Pumpstation 4 which is located in the Paddock Garden.

ANNEXURE "D"

MUNICIPALITY OF SWAKOPMUND

SWAKOPMUND MUNICIPALITY

TARIFFS 2021 / 2022

LEVYING OF RATES AND RATEABLE PROPERTY

The Council of the Municipality of Swakopmund under Section 73(1) of the Local Authorities Act 1992 (Act 23 of 1992) as amended, determines the rates payable in respect of the rateable property for the financial year ending 30 June 2020 as set out in the Schedule. Effective ***01 July 2021.***

1. LEVYING OF RATES AND RATEABLE PROPERTY

1.1 ALL ERVEN IN TOWNSHIPS

(a) On the site value of rateable property N$0.014020 cent per dollar of such value per annum.

(b) On the improvement value of rateable property N$0.006472 cent per dollar of such value per annum.

TARIFF DETAIL	2020/2021	2021/2022
	All Erven in Townships	
On Site	N$0.018693	N$0.014020
Improvements	N$0.008629	N$0.006472

1.2 SMALLHOLDINGS

(a) Businesses:

(i) On site value: N$0.039234, less 60% per dollar per year.

(ii) On improvement value: N$0.007896, less 60% per dollar per year.

TARIFF DETAIL	2020/2021	2021/2022
	Smallholdings: Business	
On Site	N$0.052312, less 60% per dollar	N$0.039234, less 60% per dollar
Improvements	N$0.010528, less 60% per dollar	N$0.007896, less 60% per dollar

(b) Agriculture:

(i) On site value: N$0.003917, less 60% per dollar per year.

(ii) On improvement value: N$0.001588, less 60% per dollar per year.

TARIFF DETAIL	2020/2021	2021/2022
	Smallholdings: Agriculture	
On Site	N$0.005222, less 60% per dollar	N$0.003917, less 60% per dollar

Improvements	N$0.002117, less 60% per dollar	N$0.001588, less 60% per dollar

AMENDMENT OF SEWERAGE AND DRAINAGE REGULATIONS

The Council of the Municipality of Swakopmund under Section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended further amends the Regulations Relating to Sewerage and Drainage, Notice 273 of 2016, as set out in the Annexure for Tariffs and Fines: Effective ***01 July 2021.***

2. SEWERAGE

A. ANNEXURE FOR TARIFFS AND FINES

(a) Tariffs (Regulation 8 & 9)

	Property / Use	2020 / 2021 Basic Tariffs	2020 / 2021 Additional Tariffs	2021 / 2022 Basic Tariffs (N$) per month	2021 / 2022 Additional Tariffs (N$) per / m^3 portable water)
(i)	Household & Sectional Title Deeds	196.00	6.00	196.00	6.00
(ii)	Flats	234.00	8.00	234.00	8.00
(iii)	Dry Businesses and Industries (thus producing predominantly domestic sewage)	182.00	6.00	182.00	6.00
(iv)	Wet Business and Industries (producing higher volumes un-concentrated sewage – 250 mg/l and chemical oxygen demand regularly less than 750 mg/l, and not exceeding any other parameters)	234.00	8.00	234.00	8.00
(v)	Wet Business and Industries (thus producing concentrated sewage – thus suspended solids regularly more than 250 mg/l and chemical oxygen demand regularly more than 750 mg/l)	196.00	6.00	196.00	6.00
(vi)	Old Age Homes, Churches & Charity Institutions	196.00	6.00	196.00	6.00
(vii)	Schools, Hostels & Hospitals	234.00	8.00	234.00	8.00
(viii)	Departmental / Governmental	182.00	4.40	182.00	4.40
(ix)	Bungalows	182.00	4.40	182.00	4.40
(x)	Undeveloped	182.00	N/A	182.00	N/A
(xi)	Senior Citizens	168.40	5.00	168.40	5.00
(xii)	Lions Club	160.00	5.00	160.00	5.00

B. INDUSTRIAL OR COMMERCIAL WASTE

	2020/2021	2021/2022
Every user on whose lot industrial; or commercial waste is produced and which is connected to the councils sewers, shall, in addition to the above. Mentioned charges for the use of Council's sewers and sewerage works pay to the Council the amount of N$0.58/kl waste water discharged from such lot into the sewers (for the purpose of determining the amount of waste water it shall be deemed to be 60% of the fresh water used). Provided that institutions using water for cooling purposes only and which have a device installed for cooling water for re use, shall be exempted from this additional charge, if the cooling installation functions to satisfaction of the General Manager: Engineering Services: Provided further that where the General Manager: Engineering Services is satisfied that no excess waste water of noxious matter from such lot is admitted to the Council's sewers, the user shall be exempted from the payment of the above – mentioned charge in respect of such a lot	1.00	1.00

C. ANNEXURE G - POLICY FOR DISPOSAL OF HAULED SEWAGE
(Regulation 50(4))

(a) Disposal of Hauled Sewage in contravention of the Regulations
(Paragraph 2)

The fine shall include and must be determined as a minimum fine of Eight Hundred and Fifty Namibia Dollar (N$ 850.00) or such amount as Gazetted at the time of the non-compliant disposal:

(i) plus the cost to clean up the disposal / spillage as determined by Council in hand with resources used;

(ii) plus administration cost of 25% of the cost to clean up the spillage

(b) Sewage Disposal Permit
(Paragraph 4)

The cost for a Disposal Permit valid for six months must be Sixty Namibia Dollar (N$ 60.00) or such amount as Gazetted at the time of the non-compliant disposal

(c) Disposal Fee
(Paragraph 4)

(i) The disposal fee must be based on a rate of Twenty Namibia Dollar (N$ 20.00), or such amount as Gazetted at the time, per cubic metre, multiplied by the registered usable capacity of a vehicle as displayed in the Disposal Permit.
(ii) Charges must be based on vehicle full load capacity only. Partial loads will be considered as full loads.
(iii) Sewage transported in small containers such as 210 litre drums must be charged a minimum of Twenty Namibia Dollar (N$ 20.00) or such amount as Gazetted at the time, per container, regardless of the number of containers per truck.
(iv) The charge to receive sewage from mobile toilets must be Twenty Namibia Dollar (N$ 20.00) or such amount as Gazetted at the time, per mobile toilets, regardless of the number of mobile toilets per truck.

(d) Clearing of Blockages and Services Provided by the Council
(Regulation 16)

(i) Private Sewers

The cost to clear blockages on private sewers must be paid by the occupier(s) of the premises to Council at a tariff of N$ 300.00 or such amount as Gazetted at the time, per hour or part of an hour that it requires to clear the blockage, with the time exclusive of the travelling time to the site.

(ii) Public Sewers

The cost to clear blockages in public sewers where such blockage was determined (in hand with sub regulation 16.(5) by the occupier(s) of a premises, the cost for such work plus 15% administrative cost must be payable by the occupier(s) of the premises to Council.

(iii) Conservancy Tank or Septic Tank

The cost to empty a conservancy tank or septic tank must be determined as the:

1. implement charge rate, plus;
2. the travelling cost, plus;
3. personnel cost, with the number and hourly rate of the personnel depending on the specific implement, equipment or plant required

(i) Travelling Costs

The travelling cost must be determined from the per-kilometre cost to travel for the implement, equipment or plant for the distance between the home base of the implement, equipment or plant and the premises.

(e) Fees for Registration and Renewal as Drain Layers

(Regulation 26)

The fees payable to the Council for:-

(i)	the registration of a person as a drain layer is	N$ 500.00
(ii)	the renewal of such a registration is	N$ 500.00
(iii)	the issue of a duplicate registration card is	N$ 250.00
	or such amounts as Gazetted at the time.	

(f) Inspections

(Regulation 56)

The fee to carry out an inspection at any premises in order to ascertain whether a contravention of these regulations of which the owner or occupier has previously been notified, has been remedied, is N$ 300.00 per inspection, or such amount as Gazetted at the time.

(g) Fines / Penalties

(Regulation 57)

The fine identified in Regulation 57 "Penalties" must be N$ 5 000.00 (Five Thousand Namibia Dollar) or such amount as Gazetted at the time, or imprisonment for a period not exceeding
6 months.

AMENDMENT OF REGULATIONS RELATING TO FIRES AND THE MUNICIPAL FIRE BRIGADE

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended further amends the Regulations Relating to Fires and the Municipal Fire Brigade promulgated under Government No. 123 of 1962, as set out in the - Effective ***01 July 2021.***

FEES FOR SERVICES RENDERED

3. FIRE BRIGADE (VAT Exclusive)

			2020 / 2021	2021 / 2022
(a)		These tariffs are applicable to fire fighting services rendered towards non-residents of Swakopmund and are also applicable to cases where the Fire Brigade is called out to emergencies outside the Municipal boundaries of Swakopmund **(VAT Exclusive).**		
	(i)	An hourly tariff per vehicle calculated from the time of departure at the fire station up to the return to the station for the first 2 hours or portion thereof.	***644.00 Per Vehicle***	***644.00 Per Vehicle***
	(ii)	An hourly tariff per vehicle calculated after the first 2 hours elapsed for each subsequent hour or portion thereof.	***483.00 Per Vehicle***	***483.00 Per Vehicle***
	(iii)	An hourly tariff for the services of a Chief Fire Officer or portion thereof in respect of every fire.	**193.00**	**193.00**
	(iv)	An hourly tariff for the services of a firefighter or portion thereof in respect of every fire.	**193.00**	**193.00**
	(v)	Travelling charges only in respect of firefighting services rendered outside the municipal boundaries. Per kilometre or part thereof travelled, calculated from the point of departure at the fire station up to the return to the station (minus 20 kilometre for Municipal Border Boundaries).	**N$24.00/ km**	**N$24.00/ km**
	(vi)	For water used per m³, plus such other expenses in regard to the supply of water as may be incurred (Bulk Tariff plus distribution and losses)	**35.00**	**35.00**
	(vii)	Any cost incurred due to damage of any vehicle, plant or equipment be added to cases where the Fire Brigade is called out to emergencies outside the Municipal boundaries of Swakopmund.	***Full cost be Recovered***	***Full cost be Recovered***
	(viii)	Such other actual expenses as may be incurred by the Council.	***Full cost be Recovered***	***Full cost be Recovered***
(b)	(i)	For inspection / protection services rendered at public functions an hourly tariff or portion thereof for each fire-fighter.	**176.00**	**176.00**

(c) Monthly Fire Service Levy:

A monthly Fire Service Levy is to be levied for the provision of fire fighting services within Municipal boundaries of Swakopmund is to be added to Municipal service accounts of consumers as follows:

		2020 / 2021	2021 / 2022
(i)	Residential	2.00	2.00
(ii)	Informal Businesses	11.00	11.00
(iii)	Formal Businesses	16.50	16.50

(d) Lecture Room Rental

(i)	Lecture Room (VAT Exclusive)	439.00/ Day	439.00/ Day

(e) Cleaning of Buildings

(i)	Cleaning of buildings outside (VAT Exclusive) A tariff for one (1) pumper appliance and two (2) fire-fighters Per hour or portion thereof in respect of cleaning a building	1 099.00	1 099.00

(f)	Training	Duration	2020 / 2021	2021 /2022
(i)	Fire Extinguisher Course (without own extinguisher).	1 Day	483.00	483.00
	(ii) Fire Extinguisher Course (with own extinguisher).	1 Day	351.00	351.00
(iii)	Basic Fire Fighting Course	3 Days	3 009.00	3 009.00

ON THE LIST ALL PRICES WERE RAISED WITH 10 % EXCEPT THE MONTHLY FIRE SERVICE LEVY.

AMENDMENT OF STANDARD BUILDING REGULATIONS

The Council of the Municipality of Swakopmund, under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended further amends the Standard Building Regulations promulgated under Government Notice 21 of 15 February 1975 (Government Gazette No 3448 as set out in the schedule) and Amendment of the Standard Building Regulations as per General notice 496 of Gazette 6196 dated 2016-12-15): Effective ***01 July 2021.***

4. STANDARD BUILDING REGULATIONS

A APPENDIX B – TARIFFS FOR BUILDING INSPECTORATE

(Regulation 5)

		2020 / 2021	2021 / 2022
(a)	Compiling of a locality diagram of an erf for information purposes	**156.00**	**156.00**
(b)	Scrutinising of plans of any building, structure or advertising sign submitted in terms of these regulations for approval:		
	(i) Basic charge of any plans or any structure or building and for the renewal of plans per submission for Building Approval	**290.00**	**290.00**
	(i) Additional amount payable based on floor area of building or structure unlimited per m² with a limit of N$ 10 000.00 for multi-storey buildings.	**3.85**	**3.85**
	(iii) Additional amount payable for boundary walls per running metre.	**2.20**	**2.20**
	(iv) Advertising signs, per application	**302.00**	**302.00**
	(v) Encroachment fees (per application)	**278.00**	**278.00**
(c)	Re-inspection for purpose of rectifying anomalies regarding deviation from conditions contained in the building permit or deviation from the approved building plan – per inspection requested	**598.00**	**598.00**

B. PENALTIES FOR NON-COMPLIANT CONSTRUCTION

(Regulation 31)

Penalties for unapproved building activities, or building activities not in compliance with the requirements of the Standard Building Regulations

(a)	Minor Transgression: Deviation from the original approved plan (making some minor adjustments to the approved plans), whereby the structure added does not exceed 35% of the area of the approved plan, (This includes the boundary walls)		
	(i) Walls per running metre per month	**35.00**	**35.00**
	(ii) Structures per square metre per month	**46.00**	**46.00**
(b)	Medium Transgression: Addition of extra structures onto the approved plan, and whereby the structure added exceeds 35% of the area of the approved plan Walls and structures per square metre per month	**175.00**	**175.00**
(c)	Major Transgression: Building of any structure without the approved plan and buildings over the building line without permission for the building line relaxation Walls and structures per square metre per month	**476.00**	**476.00**

C. PENALTIES FOR UN-APPROVED DEMOLITION

(Regulation 31)

Penalties for un-approved demolition of a structure	2020 / 2021	2021 / 2022
(a) Non-Heritage structures	16 940.00	16 940.00
(b) Heritage structures (apart from reporting for criminal prosecution)	169 400.00	169 400.00
Payment of penalties shall be prerequisite to issue of Building Permit.		

D. COMPLIANCE CERTIFICATION

(Amendment of the Standard Building Regulations as per General notice 496 of Gazette 6196 dated 2016-12-15)

(a) Issue of Compliance Certificate	363.00	363.00
(b) Re-inspection of structure / building if not compliant at application	598.00	598.00

F. PRINTING AND SCANNING

	2020 / 2021	2021 / 2022
(a) Printing of Plans		
(i) Black & White Printing		
A0-Long Plot	242.00	242.00
A0	161.00	161.00
A1	81.00	81.00
A2	40.00	40.00
A3	24.00	24.00
(i) Colour Printing		
A0-Long Plot	405.00	405.00
A0	327.00	327.00
A1	242.00	242.00
A2	163.00	163.00
A3	81.00	81.00
(iii) Town Plans (Amendment Scheme)		
A0-Long Plot	368.00	368.00
A0	327.00	327.00
A1	242.00	242.00
A2	163.00	163.00
A3	81.00	81.00
(b) Scanning of Plans		
Large format (A0 to A2)	97.00	97.00
Small format (A4 to A3)	36.00	36.00

AMENDMENT OF CEMETERY REGULATIONS

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended further amends the Cemetery Regulations promulgated under Government Notice 91 of 1981, as set out in the Schedule: Effective ***01 July 2021.***

Schedule C is hereby amended -

5. (A) Fees payable to the Municipal Council in respect of residents or ratepayers of Swakopmund and their dependants:

			SWK	TAM	MON
(i)	Reservation: Single grave		1 981.10	390.50	390.50
(ii)	Reservation: Double grave:		3 899.50	779.90	779.90
(iii)	Burial Fees - Adults (Standard)		3 773.00	753.50	753.50
(iv)	Burial Fees - Children, including still-born children:		2 514.60	459.80	459.80
(v)	For a second interment in the same grave, at the same time (except for still-born children which are interred free of charge):		884.40	187.00	187.00
(vi)	The fees set out in paragraph (iii) and (iv) shall be paid in respect of the interment of ashes in a new grave.		3 773.00 3 934.70 2 514.60	753.50 779.90 418.00	753.50 779.90 418.00
(vii)	Grave extension Fee: Single Double		269.50 470.80	269.50 470.80	269.50 470.80
(viii)	**Fees for Ashes**				
	(a)	For the deposit of ashes in a new grave: Adults Children	2 091.10 1 273.80	N/A N/A	N/A N/A
	(b)	For the interment of ashes in an existing grave or ashes grave:	314.60	150.70	150.70
(ix)	**For the deposit of ashes in a niche:**		346.50	N/A	N/A
(x)	For interments on Saturdays, Sundays or public holidays, an additional charge of -		1 533.40	1 533.40	1 533.40
(xi)	The fees payable for a new planting in terms of paragraph (a) (i) or (b)(i) shall also be payable if and when the maintenance of a grave space has been interrupted for a period of three months or longer due to non-payment of the annual maintenance fees.				
(xii)	**Cooling Room fees** For the storage of a body in the cooling room, per day or part of a day.		202.40	N/A	N/A
(xi)	Fees for Chapel For the use of the chapel:		629.20	N/A	N/A

(B) Sale or transfer of the exclusive right of interment -

	SWK	TAM	MON
For the recording of the sale or transfer of the exclusive right of interment, including the issue of a certificate.	336.60	336.60	336.60

(C) Fees in respect of memorial work -

	SWK	TAM	MON
Deposit payable in terms of regulation 51 (not refundable) -	673.20	269.50	269.50

(D) Fees in respect of exhumations -

	SWK	TAM	MON
(a) If the exhumation is done by Council, including the interment of the mortal remains in a freshly - prepared grave and altering of registers.			
(i) Before a period of ten years has lapsed since the initial interment -	3 294.50	1 001.00	1 001.00
(ii) After a period of ten years or more has lapsed since the initial interment -	2 083.40	451.00	451.00
(b) If the exhumation is done by an authorised person, excluding the preparation of a new grave and altering the registers -	9 086.00	250.80	250.80

(E) Fees for Information and Copies

	SWK	TAM	MON
(a) For the investigation and perusal of registers or documents -	66.00	27.50	27.50
(b) For a certified copy -	4.40	4.40	4.40

(F) Fees payable to Council in respect of persons who are not residents or ratepayers of Swakopmund, or their dependents:

	SWK	TAM	MON
In respect of the Swakopmund, Tamariskia and the Mondesa Cemetery -			
(a) The fees as set out in the sub-items 1(a)(i) to (ix) plus a surcharge of	% 100.00 of such fees	100%	100%
(b) In respect of sub-items 1 (A) (x & xi), the fees as set out therein.			

AMENDMENT OF HEALTH REGULATIONS

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended further amends the Health Regulations promulgated under Government Notice 165 of 1958, as set out in the Schedule: Effective ***01 July 2021.***

The Tariff Schedule is hereby amended –

6. HEALTH REGULATIONS

SCHEDULE

			2020 / 2021	2021 / 2022
1.	(a)	(i) Removal of domestic refuse at residential premises per polythene bag once weekly, or per refuse container once weekly: per month Otto Bins included	112.00	112.00
		(ii) Senior Citizens	71.00	71.00
		(iii) Disposal Fees: per month (new tariff)	6.00	6.00
		(iv) Cleaning Services	16.00	16.00
2.	(b)	Removal of domestic refuse at business premises per refuse container: per month		
		(i) twice weekly monthly (Otto Bins included)	346.00	346.00
		(ii) thrice weekly monthly (Otto Bins included)	519.00	519.00
		(iii) more than thrice weekly monthly (Otto Bins included)	691.00	691.00
		(iv) Disposal Fees : Permanent (New Tariff)	200.00	200.00
	(c)	Removal of refuse other than domestic refuse, per truck load or part thereof.	768.00	768.00
	(d)	Removal of garden refuse inside erf boundaries, per truck load or part thereof. ***Garden refuse means all refuse from flowers, grass, plants and shrubs or as otherwise stipulated by the head of the Health Department***	166.00	166.00
	(e)	Removal of garden refuse placed on pavements, per truck load or part thereof	390.00	390.00
	(f)	Emptying of a bulk refuse container		
		(i) twice weekly	1 728.00	1 728.00
		(ii) thrice weekly	2 419.00	2 419.00
		(iii) Caravan park	4 915.00	4 915.00
		(iv) Refuse Cages Businesses (three times per week)	5 184.00	5 184.00
		(v) Basic deep collection system	2 418.00	2 418.00
3.		Minimum charge in respect of		
	(g)	Minimum charges levied on unoccupied houses including undeveloped erven per month	92.00	92.00
	(h)	Domestic Refuse removal Plots & Rossmund		
		(i) Occupied plots – Agriculture / Residential – only per container per month	161.00	161.00
		(ii) Plots with registered business per container per month	500.00	500.00
	(i)	Removal of carcasses of dead animals per truck load or part thereof	786.00	786.00

(j)	Removal of condemned products (food etc) per truck or part thereof	933.00	933.00
(k)	Special events bin rental (cost per month for one bin divide by four) x days rented – per bin	32.00	32.00
(l)	Tourism – per month	15 364.00	15 364.00
(m)	Illegal dumping	500.00	500.00

4. DISPOSAL FEES – BUSINESS OUTSIDE BORDERS OF SWAKOPMUND

		2021/2022
(a)	0-8m³	391.00
(b)	9-20 m³	736.00
(c)	21-40 m³	1 704.00
(d)	41-80 m³	3 409.00
(e)	80m³ and More	3 895.30

5. GRAVEL MINING FEES (exclusive)

		2021	2022
a)	New application deposit	10 362.00	10 362.00
b)	Excavation permit fees (set)	41 435.00	41 435.00

6. GENERAL HEALTH REGULATION (BUSINESS REGISTRATION FEES) – VAT Exclusive

		2020 / 2021	2021/ 2022
1.	Applications for renewal of business registrations shall be submitted to the General Manager: Health Services on or before 31 March of each year; the date on the official municipal receipt to be accepted as the date of application.		
2.	A late fee of 10% per month shall be charged in addition to the registration fee retrospective from 1 January of the relevant year for applications received after 31 March of that year		
3.	a) Registration of food business	1 028.50	1 028.50
	b) Registration of non-food business	544.50	544.50
	c) Duplicate Certificates	33.50	33.50
	d) Hawkers (Informal Traders)	145.20	145.20

7. ABBATOIR INSPECTION FEES (VAT Exclusive)

a)	Cattle	23.00	23.00
b)	Small Stock	12.00	12.00
c)	Pigs	12.00	12.00

8. DOG IMPOUNDING / LICENCE FEES

1.	Impounding Fees: per dog plus 15% administration fee	83.00	83.00
2.	Licensing Fees:		
	(a) Dog Taxes per dog: maximum of 2 dogs	55.00	55.00
	(b) State Pensioner per dog: limited to 1 dog	18.00	18.00

(c)	Sterilised per dog: limited to 1 dog	**18.00**	**18.00**
(d)	For third dog	**165.00**	**165.00**
(e)	For fourth dog	**275.00**	**275.00**
(f)	Bees removal	**300.00**	**300.00**

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF THE WATER SUPPLY TARIFF STRUCTURE

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, determined the tariff structure for the supply of water in the Swakopmund Town and Townlands with effect from 1 July 2012. Effective ***01 July 2021.***

A. POTABLE WATER

		2020/ 2021	2021/ 2022
(a)	**Basic Tariffs**		
(i)	**All Consumers except Senior Citizens and Smallholdings** For water supplied, for the first 8 m³ at N$ 14.87/m³ plus meter rent for a 20 mm diameter meter at N$ 7.70 / month	**126.66**	**126.66**
(ii)	**Senior Citizens** For water supplied, for the first 8 m³ at N$ 2.75/m³ plus meter rent for a 20 mm diameter meter at N$ 3.00 / month	**25.00**	**25.00**
(iii)	**Smallholdings** For water supplied, for the first 8 m³ at N$ 14.87 plus meter rent for a 20 mm diameter meter at N$ 7.70 / month	**126.66**	**126.66**
(b)	**Staggered water tariffs Swakopmund and Smallholdings per m³**		
(i)	9 m³ to 30 m³	**17.85**	**17.85**
(ii)	31 m³ to 60 m³	**22.50**	**22.50**
(iii)	More than 60 m³	**34.80**	**34.80**
(c)	**Special water tariffs for Smallholding Owners – only applicable for Owners involved in Agricultural and farming activities per m³:**		
(i)	9 m³ to 30 m³	**17.85**	**17.85**
(ii)	31 m³ to 60 m³	**19.30**	**19.30**
(iii)	More than 60 m³	**21.53**	**21.53**
(d)	**Departmental Consumption per m³**	**13.00**	**13.00**

B. TREATED EFFLUENT WATER

		2020 / 2021	2021/ 2022
(a)	**Basic Tariffs**		
(i)	**All Consumers except listed below** For water supplied, for the first 8 m³ at N$ 3.60/m³ plus meter rent for a 20 mm diameter meter at N$ 7.70 / month	**36.50**	**36.50**
(ii)	**Rossmund** For water supplied, for the first 8 m³ at N$ 3.60/m³ plus meter rent for a 20 mm diameter meter at N$ 7.70 / month	**36.50**	**36.50**
(iii)	**Sport Clubs** For water supplied, for the first 8 m³ at N$ 3.60/m³ plus meter rent for a 20 mm diameter meter at N$ 7.70 / month	**36.50**	**36.50**
(iv)	**Lions Club** For water supplied, for the first 8 m³ at N$ 1.10/m³	**11.80**	**11.80**

	plus meter rent for a 20 mm diameter meter at N$ 3.00 / month		
(b)	**Consumption per m³**		
(i)	All Consumers except listed below	**7.00**	**7.00**
(ii)	Rossmund	**2.00**	**2.00**
(iii)	Sport Clubs	**3.60**	**3.60**
(iv)	(aa) Lions Club 9 m³ to 30 m³	**24.80**	**24.80**
	(bb) Lions Club 31 m³ to 60 m³	**30.70**	**30.70**
	(cc) Lions Club more than 61 m³	**30.70**	**30.70**
(v)	Departmental	**2.00**	**2.00**

C. WATER LEAKAGE

A special tariff per m³ where proven water leakage is experienced (over 60 m³ water) Credit will be issued in respect of additional sewerage based on the average water consumption for the period over which leak occurred to maximum 6 (six) months, however no credit will be allowed where the leakage was experienced in the house / premises which have gone through the sewerage system.	**14.87**	**14.87**

D. WATER METERS

	Rent for water meters, per meter per month		
(a)	20 mm (Senior Citizens and Lions Club)	**3.00**	**3.00**
(b)	20 mm (All except Senior Citizens)	**7.70**	**7.70**
(c)	25 mm	**17.80**	**17.80**
(d)	32 mm	**32.60**	**32.60**
(e)	40 mm	**44.00**	**44.00**
(f)	50 mm	**60.00**	**60.00**
(g)	80 mm	**74.00**	**74.00**
(h)	100 mm	**113.60**	**113.60**
(i)	150 mm	**250.00**	**250.00**

E. WATER CONNECTION / DISCONNECTION

(a)	For replacement of a seal which has been tampered with by the consumer	**1 022.00**	**1 022.00**
(b)	For the special reading of a meter on request of the consumer	**131.00**	**131.00**
(c)	For the disconnection of the water supply upon termination of service on request by consumer	**143.00**	**143.00**
(d)	For the reconnection of water supply after disconnection on request by the consumer	**143.00**	**143.00**
(e)	For reconnection of the water after the water supply was disconnected on account of violation of regulations	**237.60**	**237.60**
(f)	Monies payable for any testing	**356.40**	**356.40**
(g)	Refundable Deposit on Services account.	**475.20**	**475.20**
(h)	Connection / Disconnection service accounts.	**59.40**	**59.40**

F. UNDEVELOPED ERVEN

Monthly availability fee	**79.70**	**79.70**

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF PUBLIC HALLS

*The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of public halls, as set out in the Schedule: Effective **01 July 2021.***

The tariff Schedule is hereby amended-

8. DEPARTMENTAL TARIFFS

A. TARIFFS FOR LEASE OF PUBLIC HALLS (VAT EXCLUSIVE)

		2021 / 2022		
		Town Hall	Meduletu	Multi-Purpose Hall
1.	**MUSIC SHOWS**			
	Before 24:00	2 732.00	1 002.00	-
	After 24:00 per hour	736.00	509.00	-
	Kitchen (by day or by night or part thereof)	283.00	-	-
2.	**WEDDINGS**			
	Before 24:00	2 732.00	1 002.00	4 333.00
	After 24:00 per hour	736.00	509.00	989.00
	Kitchen (by day or by night or part thereof)	283.00	-	794.00
3.	**DRAMATIC PERFORMANCES, CONCERTS AND SIMILAR FUNCTIONS**			
	Professional	1 275.00	1 002.00	2 006.00
	Amateur	765.00	182.00	1 516.00
	Educational Institutions	364.00	292.00	573.00
4.	**FUND RAISING**			
	By day	1 275.00	674.00	2 006.00
	By night	1 639.00	883.00	2 580.00
5.	**FORMAL MEETINGS**			
	By day	1 784.00	509.00	2 831.00
	By night	2 697.00	728.00	4 277.00
6.	**FILM SHOWS**			
	Films	1 859.00	616.00	2 949.00
7.	**RELIGIOUS MEETINGS / CHURCH SERVICE**			
	Half a day (9:00-13:00) (14:00-18:00)	728.00	562.00	1 155.00
	Full day (09:00-18:00)	1 324.00	1 324.00	2 102.00
	By night (18:00-00:00)	1 623.00	545.00	2 575.00
8.	**PUBLIC MEETINGS**			
	By day	1 624.00	546.00	2 575.00
	By night	2 452.00	592.00	2 575.00
9.	**SPORT PURPOSES**			
	For practices : Amateur (per occasion)	331.00	209.00	-
	Professional (per occasion)	464.00	322.00	-

Matches where entrance fees are charged			
Amateur (per occasion)	**1 026.00**	**522.00**	**-**
Professional (per occasion)	**1 328.00**	**652.00**	**-**
10. **EXHIBITIONS**	**2 805.00**	**2 551.00**	**4 069.00**
11. **BLOOD TRANSFUSION CLINICS**			
By day or by night or part thereof	*Free of charge subject to deposit fees payable*		
12. **A deposit shall be payable in all instances in addition to the tariff of lease (No VAT).**			
- **Original receipt must be submitted for refund purposes.**			
(i) Ordinary Booking	**1 680.00**	**1 680.00**	**3 135.00**
(ii) Music Shows	**11 313.00**	**11 313.00**	**-**
(iii) Weddings	**5 656.00**	**5 656.00**	**9 982.00**

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF TOURISM FACILITIES

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of tourism facilities, as set out in the Schedule: Effective ***01 July 2021.***

The tariff Schedule is hereby amended-

9. B. TOURISM FACILITIES

BUNGALOWS (VAT & TOURISM LEVY EXCLUSIVE)

		2020/ 2021 Peak Periods (15% VAT & 2% Tourism exclusive)	2020/ 2021 Non-Peak Periods (15% VAT & 2% Tourism exclusive)	2021 / 2022 Peak Periods (15% VAT & 2% Tourism exclusive)	2021 / 20212 Non-Peak Periods (15% VAT & 2% Tourism exclusive)
B.1.	**BUNGALOWS (VAT excluded)**				
1.	Rest houses Tariffs per day (BED levy excluded)				
	Fish	527.35	480.34	527.35	480.34
	Gecko	587.18	557.26	587.18	557.26
	Welwitschia	606.84	582.05	606.84	582.05
	Dunes	870.09	771.79	870.09	771.79
	Dunes A (new)	821.37	723.08	821.37	723.08
	Spitzkoppe	1 047.01	809.40	1 047.01	809.40
	Brandberg A	1 141.88	904.27	1 141.88	904.27
	Brandberg B	1 237.61	1 047.01	1 237.61	1 047.01
	Moon Valley	1 428.21	1 141.88	1 428.21	1 141.88
	Extra Matrass	173.91	130.43	173.91.00	130.43
2.	Key deposits (No VAT):				
	Brandberg A & B	300.00	300.00	300.00	300.00
	Moon Valley	300.00	300.00	300.00	300.00
	Fish, Gecko, Welwitschia, Dunes and Spitzkoppe		200.00	200.00	200.00

Peak Season:

20th December to 05th January

Public Holidays: Easter, Independence, Heroes , and Ascension days

Non – Peak Season:

Period not mentioned above

50% Deposit payable upon booking confirmation

A key deposit shall be payable in all instances in addition to the tariff of accommodation (No VAT) - original receipt with bank confirmation must be submitted for refund purposes.

3.	In the event of the cancellation the following rules shall apply:				
(i)	+30 days prior to the arrival / event			10% of the booking value	
(ii)	30 -15 days prior to the arrival / event			25% of the booking value	
(iii)	14 -8 days prior to the arrival / event			50% of the booking value	
(iv)	7 – 4 days prior to the arrival / event			75% of the booking value	
(v)	3 -0 days prior to the arrival / event			100% of the booking value	
(vi)	No Show			100% of the booking value	

(vii)	Lease Conference room				
	External		521.74	547.83	
	Internal Department		347.83	382.61	
	Conference Wi Fi Voucher per day		1 043.48	1 043.48	
(viii)	Wi-Fi				
	1 Gig			43.48	
	3 Gig			86.96	
	5 Gig			130.43	

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF SPORT FACILITIES

*The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of sport facilities, as set out in the Schedule: Effective **01 July 2021.***

The tariff Schedule is hereby amended-

10. D. SPORT FACILITIES (GENERAL) - VAT EXCLUSIVE

	2020/ 2021	2021/ 2022
1. MEMBERSHIP (ANNUAL FEES)		
Payable on or before February each year:		
Schools: Based on the development fee per child per annum: Up to N$350.00	1 132.00	1 132.00
N$ 500.00	1 697.00	1 697.00
N$ 500.00 and above	2 263.00	2 263.00
(i) Clubs	3 087.00	3 087.00
(ii) Other Users per occasion	888.00	888.00
2. SPORTFIELDS		
Fees per event (except training) by **Members**	*Free of charge*	*Free of charge*
All school sports		
Fees per event (except training) by:		
Clubs (Members)		
Soccer	458.00	458.00
Rugby	458.00	458.00
Cricket	329.00	329.00
Netball	329.00	329.00
Basket Ball	266.00	266.00
Softball	266.00	266.00
Volleyball	266.00	266.00
Tennis	266.00	266.00
Hockey	266.00	266.00
Entertainment Area	1 038.00	1 038.00
Clubs (Non-Members)		
Soccer	1 249.00	1 249.00
Rugby	1 249.00	1 249.00
Cricket	1003.00	1003.00
Netball	1 003.00	1 003.00
Basket Ball	1 003.00	1 003.00
Softball	657.00	657.00
Volleyball	657.00	657.00
Tennis	657.00	657.00
Hockey	1 038.00	1 038.00
Entertainment Area	1 038.00	1 038.00
All weekend Tournaments / Events rates for **Members**	2020/ 2021	2021/ 2022
Refundable deposit (payable in addition to the rental fee)	1 145 .00	1 145 .00

Refundable deposit for events other than sports	**4 293.00**	**4 293.00**
Soccer	**825.00**	**825.00**
Rugby	**825.00**	**825.00**
Cricket	**602.00**	**602.00**
Netball	**602.00**	**602.00**
Basket Ball	**486.00**	**486.00**
Softball	**486.00**	**486.00**
Volleyball	**486.00**	**486.00**
Tennis	**486.00**	**486.00**
Hockey	**486.00**	**486.00**
All weekend Tournaments / Events rates for **Non-Members**		
Refundable deposit (payable in addition to the rental fee)	**1 145 .00**	**1 145 .00**
Refundable deposit for events other than sports	**4 293.00**	**4 293.00**
Soccer	**2 262.00**	**2 262.00**
Rugby	**2 262.00**	**2 262.00**
Cricket	**1 820.00**	**1 820.00**
Netball	**1 820.00**	**1 820.00**
Basket Ball	**1 196.00**	**1 196.00**
Softball	**1 196.00**	**1 196.00**
Volleyball	**1 196.00**	**1 196.00**
Tennis	**1 196.00**	**1 196.00**
Hockey	**1 196.00**	**1 196.00**
Fees are inclusive of all Municipal services except electricity. **Clubs are permitted to collect fees from community members intending to attend their functional activities.** **NB: Principle of *'no pay – no play'* will be applied strictly.**		
Deposit **A deposit shall be payable in all instances in addition to the tariff of lease (no VAT) - original receipt must be submitted for refund purposes.** **Fees include all Municipal services except electricity.** **(Clubs are permitted to collect entrance fee from community intending to attend their functional activities.)** **NB: Principle of *'No Pay - No Play'* will be applied strictly.**	**692.00**	**692.00**
A refundable deposit will be payable for hiring of sport fields for events such as music shows		
3. **MUSIC SHOWS**		
Per Show (VAT exclusive)	**6 505.00**	**6 505.00**
Refundable deposit to be paid	**19 516.00**	**19 516.00**
4. **MULTI PURPOSE CENTRE**		
SME BUSINESS UNITS AND RESTAURANT		
SME Unit 1 (50.75 per m^2 x N$ 34.00/m^2)	**1 191.00**	**1 191.00**
SME Unit 2 (49.75 per m^2 x N$ 34.00/m^2)	**1 167.00**	**1 167.00**
SME Unit 3 (53.00 per m^2 x N$ 34.00/m^2)	**1 243.00**	**1 243.00**
SME Unit 4 (54.00 per m^2 x N$ 34.00/m^2)	**1 267.00**	**1 267.00**
SME Unit 5 (46.66 per m^2 x N$ 34.00/m^2)	**1 100.00**	**1 100.00**
Restaurant (including kitchen) (313.36 per m^2 x N$ 20.00/m^2)	**4 324.00**	**4 324.00**

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF LABOUR POOL - IMPLEMENT CHARGES AND STORES LEVIES

*The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of labour pool -, implement charges and stores levies, as set out in the Schedule: Effective **01 July 2021.***

The tariff Schedule is hereby amended-

11. LABOUR POOL CHARGES

A. IMPLEMENT CHARGES

	2020/2021	2021/2022
Sundry Implements: dry rates per hour	**514.00**	**514.00**
Trucks	**508.00**	**508.00**
Hiab Truck	**550.00**	**550.00**
Bulldozers	**932.00**	**932.00**
Graders	**823.00**	**823.00**
Road Rollers	**629.00**	**629.00**
Water Tankers	**629.00**	**629.00**
Tractors	**332.00**	**332.00**
Front - End Loader	**865.00**	**865.00**
TLB - Back Hoe	**799.00**	**799.00**
Vacuum Pump	**429.00**	**429.00**

Sundry Implements: per day	2020/2021	2021/2022
Concrete Mixer	**496.00**	**496.00**
Concrete	**496.00**	**496.00**
Plate Vibrators	**496.00**	**496.00**
Portable Generator Set	**496.00**	**496.00**
Portable Water Pump	**496.00**	**496.00**
Bitumen Spraying Machine	**496.00**	**496.00**
Hydroblast	**496.00**	**496.00**
Compactor	**557.00**	**557.00**
Lawn Mover (Push)	**557.00**	**557.00**
Lawn Mover Ride On	**998.00**	**998.00**
Compressor	**877.00**	**877.00**

B. STORES LEVIES

17% On Stores Stock

7 % On Direct Purchases

Capital Items : Maximum of **N$ 2 000.00** per item

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF OTHER TARIFFS

*The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of other tariffs, as set out in the Schedule: Effective **01 July 2021.***

The tariff Schedule is hereby amended-

12. H. OTHER TARIFFS

		2020 / 2021	2021/ 2022
1.	Lease of Erven - RUL: (Tamariskia) : 66	5 410.00	5 410.00
2.	Lease of Street Space : per m² per month (VAT Exclusive)	10.00	10.00
3.	Lease of Kiosk : Tamariskia Erf 503	283.00	283.00
4.	Lease of Kiosk: Mondesa Erf 3701	283.00	283.00
5.	Hiring of tables and chairs & other equipment (VAT Exclusive)		
(a)	Per chair per day	13.00	13.00
(b)	Per Podium	96.00	96.00
(c)	Per Stage	133.00	133.00
(d)	Per Spectator Stand (Pavilion)	195.00	195.00
(e)	Transport of Spectator Stands / Stages	849.00	849.00
(f)	Deposit amount for items (a) to (e) above (No VAT)	936.00	936.00
	A deposit shall be payable in all instances in addition to the tariff of lease (No VAT) - original receipt must be submitted for refund purposes.		
6.	Low Cost Housing Insurance (Monthly premium)	10.00	10.00
7.	Interest on overdue accounts	*10% per annum*	*10% per annum*
	All Municipal Services	*15% per annum*	*15% per annum*
	Built Together Loan Instalments	*0.83% per annum*	*0.83% per annum*
	All other loan accounts	*1.25% per annum*	*1.25% per annum*
8.	**Lease of Municipal Land (Public Open Spaces)**		
	For an area of 16m² or less (VAT Excluded)		
(i)	Daily	201.00	201.00
(ii)	Weekends	268.00	268.00
(iii)	Weekly	337.00	337.00
(iv)	Monthly	1 009.00	1 009.00
	For an area bigger than 16m² (VAT Excluded)		
(i)	Daily	268.00	268.00
(ii)	Weekends	337.00	337.00
(iii)	Weekly	404.00	404.00
(iv)	Monthly	1 614.00	1 614.00
	Business Stalls x 15 stalls (Erf 4352): 1 - 3, 14 - 16, 21 – 29 per month	561.00	561.00
	Business Stalls x 12 stalls (Erf 4352): 4 – 11, 17 – 20 per month	439.00	439.00
	Business Stalls x 2 stalls (Erf 4352): 33/34; 35/36 per month	439.00	439.00
	Business Stalls x 2 stalls (Erf 4352): 32; 37 per month	306.00	306.00
	per day	43.00	43.00

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF AERODROME LANDING AND PARKING CHARGES

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, further amends the charges and fees in respect of Aerodrome facilities, as set out in the Schedule: Effective ***01 July 2021.***

The tariff Schedule is hereby amended-

I. AERODROME LANDING AND PARKING CHARGES (VAT exclusive)

	Maximum certificated mass in Kilogram of an aircraft up to and including	2020 / 2021 LANDING CHARGES	2020 / 2021 PARKING CHARGES (per 24hrs or part thereof	2021 / 2022 LANDING CHARGES	2021 / 2022 PARKING CHARGES (per 24hrs or part thereof
1.	**AERODROME**				
A	500 kg	**36.00**	**6.00**	**36.00**	**6.00**
B	1000 kg	**58.00**	**12.00**	**58.00**	**12.00**
C	1500 kg	**85.00**	**18.00**	**85.00**	**18.00**
D	2000 kg	**116.00**	**23.00**	**116.00**	**23.00**
E	2500 kg	**148.00**	**29.00**	**148.00**	**29.00**
F	3000 kg	**177.00**	**36.00**	**177.00**	**36.00**
G	3500 kg	**207.00**	**41.00**	**207.00**	**41.00**
H	4000 kg	**236.00**	**47.00**	**236.00**	**47.00**
I	5000 kg	**295.00**	**59.00**	**295.00**	**59.00**
J	6000 kg	**354.00**	**70.00**	**354.00**	**70.00**
K	7000 kg	**414.00**	**82.00**	**414.00**	**82.00**
L	8000 kg	**473.00**	**95.00**	**473.00**	**95.00**
M	9000 kg	**531.00**	**107.00**	**531.00**	**107.00**
N	10 000 kg	**590.00**	**118.00**	**590.00**	**118.00**

1.	Thereafter for every additional 1000 kg Or part thereof an additional	**58.00**	**18.00**	**58.00**	**18.00**

2. PASSENGER SERVICE CHARGES

Non-scheduled flights:	**77.00**	**77.00**
Scheduled flights:	**77.00**	**77.00**

3. ADMINISTRATION CHARGES

Admin & documentation fee (Approved account holders only)	**5.00**	**5.00**
Cash handling & administration fee (non-account holders only)	**16.00**	**16.00**

4. Landing for Helicopters and Training will be charged as parking fees, *plus 20%* administration fees.

ANNEXURE "E"

Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: Mr. G.P. Barth
Tel: (+264+61) 297-5085
Fax: (+264+61) 297-5305
E-mail: gbarth@murd.gov.na

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref.: 14/P
Your Ref.:

CIRCULAR

TO: **CHIEF EXECUTIVE OFFICERS:**
MUNICIPAL COUNCILS
TOWN COUNCILS
VILLAGE COUNCILS

SUBJECT: REQUEST FOR SUBMISSION OF LOCAL AUTHORITIES' BUDGET ESTIMATES FOR THE 2021/2022 FINANCIAL YEAR

1) This communication serves to request you to submit your budgets (estimated revenue and expenditure) for the 2021/2022 financial year to the Ministry on or before Friday, **14th May 2021. Copies of the latest bank statements of all bank accounts should be submitted with the budget pack.**

2) The budgets should be compiled in the prescribed format served to you in terms of Section 83 (2) of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended, failing which such a budget will be returned.

3) Your prompt submission of your estimates will enable timely consultations between the Ministry and Local Authority Councils and for any required adjustments to be made before the budgets are approved in terms of Sections 83 (1) and 84 (4) of the Local Authorities Act, as amended.

4) Kindly also submit your new tariff structure (hard and electronic copy) with the budget to ensure that it is gazetted well on time. The tariff structure should include the existing and proposed tariffs and the correct percentage increases, if any, as well as Council's approval of the tariffs.

5) **In preparing your budget, please ensure that the budget meets the following guidelines:**

(a) The budget should be balanced (Income and Expenditure on both summaries should correspond) and there should be **no budget deficit**. Internal sources of funding and cash balances should be indicated in the budget and **a copy of the latest bank statements should be submitted as proof of availability of the funds.**

(b) Local Authority Councils should be diligent in the compilation of the budget and ensure that the figures of the year-to-date (actual) and approved budget for the previous financial year are accurately recorded in the new budget.

(c) **Capital projects should only be budgeted for if there is a secured source of funding for them and proof thereof must be provided to the Ministry. Examples of this are:**

- **Allocation from the National Planning Commission (NPC) for 2021/2022;**
- **Any subsidy contribution from O/M/As;**
- **A subsidy allocation from the Road Fund Administration (RFA) where a copy of the letter should be provided;**
- **Funded through internal sources or investments (a copy of the latest bank statements should be provided);**
- **External borrowing or loans from commercial banks or international organizations.**

(d) Proceeds from the sale of erven should not be utilized for operational expenses but should be reinvested in the Construction of services infrastructure under the Capital outlay sub-votes.

(e) The charges, fees and other moneys payable in respect of any service, amenity or facility established and provided by Local Authority Councils should not be increased / amended merely because those who used to and / or are in a position to pay should fill the gap for irrecoverable debts. Tariffs should be reasonable, justifiable and sustainable.

(f) Utility tariffs should rise in line with the cost of your relevant utility provider in order to maintain a margin on their costs. Electricity supply tariffs should be approved by the Electricity Control Board (ECB) while water supply tariffs should be amended and submitted for gazetting if amended by Namwater. Rates levied on rateable properties should be determined in compliance with Section 73 (3) of the Local Authorities Act, as amended

(g) You should include in your budget **5%** of your rates and taxes levied and collected for the benefit of the funds of the Regional Council in terms of Section 77 (1) of the Local Authorities Act, as amended

(h) Salary increases for staff members must be approved by the Minister on a separate submission in terms of Section 27(1) (c) (ii) (bb) of the Local Authorities Act, as amended and Local Authority Councils are cautioned to ensure that they are able to afford and sustain the proposed salary increases due to the current economic down turn. **Local Authorities are further reminded that any agreement for salary increases with Trade Unions must first be approved by the Minister, as per the above legal requirement, before it is signed**.

(i) Personnel cost should not be more than **40%** of the total Operational budget (excluding Capital projects) and overtime should not be more than **2.5%** of the total Personnel costs.

(j) Provision should be made in the budget for the proposed adjustments of monthly allowances for Councilors which must be approved by the Minister before it is implemented.

(k) The budgetary provision for repairs and maintenance should at least be **10%** of the total Operational expenditure to ensure preventative maintenance of machinery, equipment and infrastructure thereby preventing significant expenditure in future to replace assets that were not previously maintained.

(l) Sufficient budgetary provision should be made for natural disasters such as floods, lightening etc. in your Local Authority area.

(m) Local Authorities with outstanding Namwater and Nampower debts should make sufficient provision in the budget for the settlement of the debts as per the settlement agreements. Copies of the settlement agreements should be included in the budget pack.

(n) Local Authority Councils should adopt and implement the International Public Sector Accounting Standards (IPSAS) framework which will provide guidance to all impairments such as the writing-off, treatment etc. of bad debts and only then the issue of writing-off bad debts can be addressed satisfactorily, as per the advice from the Office of the Auditor-General

(o) Local Authority Councils should approach the Ministry for approval to write-of the bad debts in ensuring overall accountability of public funds and in keeping with the oversight role assigned to the Ministry in terms of the Local Authorities Act, as amended.

(p) The prior written approval of the Minister must be sought if your Local Authority Council intends to borrow money by way of loans, which includes hire purchases and overdrafts, from any source within Namibia. Please see Section 30 (1) (v) (i) of the Local Authorities Act, as amended

(q) The Ministry will continue to subsidize Village Councils and newly proclaimed Local Authority Councils on the Operational budget and prioritized Capital projects aimed at enhancing service delivery and creating employment through community engagements.

(r) As communicated by the Ministry of Finance during the technical budget hearings, the total Revenue for the 2021/2022 financial year is projected to be significantly lower which means that there is no additional or increase in our overall Subsidies, Grants and other services budget allocation for the 2021/2022 financial year. In fact our budget allocation for 2021/2022 is less than the allocation for the 2020/2021 financial year by N$25.528.005.00.

(s) **As such, Local Authorities that are benefiting from the current subsidy allocation should use the same amount as guideline for the budget. <u>The new subsidy ceiling and Capital projects allocation from NPC for the 2021/2022 financial year will be communicated to you in due course.</u>**

(t) Local Authority Councils are fully accountable for public funds and **<u>should submit quarterly accountability reports on the prescribed format together with copies of your latest bank statements for monitoring purposes. Failure to submit your reports, the subsidy/grant payment for the next quarter will not be deposited which will severely delay the implementation of your programmes/projects.</u>**

(u) The Local Authority Council should approve the budget after consultation with the Regional Council in whose area it is situated in terms of Section 83 (1) (a) of the Local Authorities Act, 1992 as amended before it is submitted and evidence of this consultation should be sent with the budget pack.

6) Local Authority Councils should not delay the implementation of your programmes and projects until the new budget is approved since you are mandated, in terms of Section **83 (3)** of the Local Authorities Act as amended, to utilize an amount equal to **25%** of the total amount appropriated for the immediate preceding financial year (2020/2021) but for a period not exceeding three months after the commencement of the new financial year.

7) **Local Authority Councils that experience problems to compile the budget should timely inform and seek the assistance of the Ministry.**

8) Your budget pack should be sent for the attention of **Mr. G.P. Barth,** the officer responsible for coordinating the budget process for Local Authorities. **If you would like to have the format and the instructions on how to complete the budget pack electronically, please request it by sending an email to the following email addresses:** gbarth@murd.gov.na or lvalombola@murd.gov.na. You are further requested to forward an electronic copy of your budget pack to the above email addresses or to Accountability.Reports@murd.gov.na as it will assist with the review and scrutinizing of the budget.

Your usual cooperation and prompt action is urged and will be highly appreciated.

Yours sincerely,

MINISTRY OF URBAN AND RURAL DEVELOPMENT
12 APR 2021

NGHIDINUA DANIEL
EXECUTIVE DIRECTOR

Carbon copy: **Erastus Uutoni, MP**
Hon. Minister: MURD